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# EASTERN MICHIGAN UNIVERSITY



*Eastern Michigan University*

and  
**Police Officers Labor Council**  
 (Patrol Officers)



Michigan State University  
 LABOR AND INDUSTRY November 19, 1996  
 RELATIONS LIBRARY



**Agreement between  
Eastern Michigan University and  
the Eastern Michigan University  
Chapter of the Police Officers Labor Council**

**November 19, 1996**

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## **ARTICLE I      AGREEMENT**

- 1 This Agreement is entered into by and between Eastern Michigan University and the Eastern Michigan University Police Officers Labor Council.

## **ARTICLE II      DEFINITIONS**

- 2 A. The Term UNIVERSITY when used in this Agreement shall refer to Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its agents.
- 3 B. The term ASSOCIATION when used in this Agreement shall refer to the Eastern Michigan University Police Officers Labor Council, and its agents.
- 4 C. The term BARGAINING UNIT when used in this Agreement shall refer to all employees collectively covered by the terms of ARTICLE IV, Recognition.
- 5 D. The term EMPLOYEE when used in this Agreement shall refer to a person employed by the University in the Bargaining unit as defined in ARTICLE IV, Recognition.
- 6 E. The term FULL-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work eighty (80) hours, bi-weekly, and whose appointment is not of a temporary nature.
- 7 F. The term PART-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work less than eighty (80) hours, bi-weekly, and whose appointment is not of a temporary nature.
- 8 G. The terms, DIRECTOR, CAMPUS POLICE; DIRECTOR OF EMPLOYEE RELATIONS; and DIRECTOR, PERSONNEL SERVICES; when used in this Agreement shall be construed to also include their designated representatives.
- 9 H. The term ASSOCIATION REPRESENTATIVE when used in this Agreement shall be construed to also include his designated representatives.
- 10 I. Pronouns of masculine or feminine gender shall include each other.

## **ARTICLE III      GENERAL PURPOSE AND INTENT**

- 11 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the University and the Association. The University and the Association encourage, to the fullest degree, friendly and cooperative relations between their respective representatives.



## **ARTICLE IV RECOGNITION**

- 12 Pursuant to and in accordance with Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, the University recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all employees within the following bargaining unit as certified by Case No. R79 G-362 of the State of Michigan, Department of Labor, Employment Relations Commission.
- 13 Included: All regular full-time and regular part-time employees holding the classification of Officer, Campus Police, and Detective, Campus Police, employed by Eastern Michigan University at its Ypsilanti, Michigan, installation.
- 14 Excluded: All executive and administrative officers; student employees; temporary employees; supervisors; confidential employees; all employees holding the classification of Director, Campus Police; Lieutenant, Campus Police; Sergeant, Campus Police; Student Officers; and all other employees of the University not hereinabove expressly included in the bargaining unit as above defined.

## **ARTICLE V NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

- 15 A. The University and the Association recognize their respective responsibilities under Federal, State, and local laws relating to fair employment practices and hereby agree that in accordance with such responsibilities neither party shall discriminate against any employee or applicant for employment on the basis of race, sex, marital status, age, color, religion, or national origin.

## **ARTICLE VI MANAGEMENT RIGHTS OF THE UNIVERSITY**

- 16 A. The University hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the University including, but without limiting the generality of the foregoing, the right to:
  - 17 1. The executive management and administrative control of its operation;
  - 18 2. manage its affairs efficiently and economically, including the right to determine the quantity and quality of services to be rendered, all matters pertaining to the source, purchase and control of materials, supplies, tools



and equipment to be used, and whether to continue or discontinue any services, material or method of operation;

- 19 3. subcontract or purchase any or all work, processes or services, construct new facilities or improve existing facilities;
- 20 4. determine all management, financial, employment, and educational policies;
- 21 5. determine the number and placement or relocation of its operational facilities, including the establishment or relocation of buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
- 22 6. manage and direct the work force, including the right to assign work, determine the number of employees assigned to operations, and assign, schedule, hire, promote, demote, transfer, and layoff employees;
- 23 7. establish, modify, combine, or discontinue job classifications, and to establish wage rates for any new or changed classifications;
- 24 8. establish, modify, or change any lunch periods, rest periods and cleanup times, starting and quitting times, and the hours of work;
- 25 9. introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or institute technological changes;
- 26 10. establish, modify, or change any work schedules, business hours, or days of work;
- 27 11. adopt, revise, eliminate and enforce any work rules, regulations, policies, practices or requirements, and carry out cost and general improvement programs;
- 28 12. determine the size of the work force and increase or decrease its size;
- 29 13. permit University employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management it is necessary to do so;
- 30 14. discipline the work force, including the right to warn, reprimand, suspend, and discharge employees for just cause;
- 31 15. select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work, including physical qualifications and conditions;

- 32 16. determine the size of the management organizations, its functions, authority, amount of supervision, and table of organization.
- 33 B. The exercise of the foregoing and all other powers, rights, authority, duties, and responsibilities by the University, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE VII ASSOCIATION SECURITY

### A. ASSOCIATION MEMBERSHIP

- 34 1. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated, or transferred into the bargaining unit shall tender the initiation fee and become members of the Association or shall pay service fees in an amount equal to dues uniformly required for membership in the Association, less any amount which may presently or in the future be expended by the Association from membership dues for political purposes or any other purposes not directly related to the cost of negotiation and administration of the labor agreement on or before thirty-one (31) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.
- 35 2. Employees shall be deemed to be in compliance within the meaning of this section if they are not more than sixty (60) days in arrears in payment of such membership dues or services fees.

### B. CHECKOFF

- 36 1. During the life of this Agreement and in accordance with the terms of the University's Deduction Authorization Form and to the extent the laws of the state of Michigan permit, the University agrees to deduct the Association membership dues levied in accordance with the Association's Constitution, or a service fee in an amount as hereinabove provided, from the pay of each employee who, as of the fifteenth (15) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the University. The Association's Financial Officer shall submit to the University's Payroll and Employee Relations Office written certification of the amount of dues or service fees to be deducted pursuant to the provisions of this Article.

- 37 2. Employees may have monthly membership dues or service fees deducted from their earnings by signing the Authorization Form or they may pay dues or fees directly to the Association.
- 38 3. A properly executed copy of such Authorization Form is required for each employee for whom the Association membership dues or service fees are to be deducted hereunder. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Association's Financial Officer by the University.
- 39 4. Checkoff deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the University and, if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- 40 5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association or where a deduction is not in conformity with the provisions of this Agreement, refunds to the employee will be made by the Association.
- 41 6. All sums deducted by the University shall be remitted to the Association's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies: a) current employees for whom membership dues or service fees have been deducted; b) the amount deducted from the pay of each employee; and, c) the names of any employees who have terminated their Checkoff Authorization during the previous month. Employees may terminate such Checkoff only in accordance with the terms and conditions set forth in the University's Deduction Authorization Form.
- 42 7. The University shall not be liable to the Association by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

#### C. FAILURE TO COMPLY

- 43 1. An employee in the bargaining unit who is more than sixty (60) days in arrears in payment to the Association of either periodic and uniformly required membership dues or, in the alternative, service fees in an amount as hereinabove set forth, shall be terminated by the University, provided the following stipulations are adhered to:
- 44 a. The Association shall notify the employee in writing through personal service or certified mail that he is delinquent in not tendering required

membership dues or service fees. Such notice shall also specify the current amount of the delinquency, the period of delinquency, and warn the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of receipt thereof, the employee shall be reported to the University for termination as provided for in this Article.

45 b. The Association shall give a copy of the letter sent to the employee and the following written notice to the Director of Employee Relations at the end of the thirty (30) day period set forth in Section (a) above:

46 The Association certifies that (Name) has failed to tender either the periodic and uniformly required membership dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that under the terms of this Agreement the University terminate this employee.

47 2. Within ten (10) calendar days of receipt of such notice, the Director of Employee Relations shall communicate the Association's request for termination to the employee and advise such employee that he must pay all back dues or service fees owed the Association within ten (10) calendar days of receipt of such communication from the University (unless otherwise extended by the Association and the University) or he/she shall be terminated.

#### D. SAVE HARMLESS

48 The Association shall protect and save harmless the University from any and all claims, demands, costs, suits, reasonable counsel fees, and other forms of liability by reason of action taken or not taken by the University for the purpose of complying with this Article.

#### E. DISPUTES

49 Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, commencing at Step III.

### **ARTICLE VIII STRIKES AND LOCKOUTS**

50 A. It is agreed on the part of the University that it shall not lock out employees during the term of this Agreement.

51 B. On the part of the Association it is agreed that under no circumstances shall the Association, its officials, agents, employees or its members directly or indirectly cause, instigate, support, encourage, or condone, nor shall any employee directly or indirectly take part in any action against or any interference with the operations of the University by striking or engaging in any form of work stoppage, sit-down, stay-in, slow-down, or curtailment of work at any location whatsoever during the term of this Agreement.

- 52 C. In the event of any of the aforesated actions or interference, the University agrees that it shall not cause the Association, its officials, or agents, to be liable for damage or loss to the University or its property, unless they are personally responsible for such damage or loss, provided the Association upon request of the University, and without any delay, complies fully with the following:
- 53 1. The Association shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference which shall include the immediate disavowal and refusal to recognize any such action or interference;
- 54 2. the Association shall immediately instruct any and all employees to cease their misconduct and shall inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge; and,
- 55 3. the Association shall advise all such employees that it has not authorized the strike, slow-down, or suspension of work and does not approve or condone it and shall instruct the employees to immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in the Collective Bargaining Agreement.
- 56 D. Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage or loss to the University or its property or from taking disciplinary action, including discharge, against any employee. Further, any disciplinary action taken by the University shall not be reviewable through the Grievance Procedure, except for the question of fact as to whether the employee took part in any such action or interference, in which case a grievance may be filed at Step III of the Grievance Procedure within three (3) working days of the employee's discipline or discharge.

## **ARTICLE IX      COMMUNICATIONS**

- 57 A. The Association shall provide the University with a list of Association officers, representatives, and alternative representatives. The University shall be notified of any subsequent changes.
- 58 B. Employees shall be responsible for providing the University's Campus Police and Personnel Services Offices with changes in their addresses or telephone numbers within three (3) working days of such changes becoming effective. Working days as used herein shall mean the employee's working days.
- 59 C. The University shall supply each employee with a copy of this Agreement. The University will provide such copies of the Agreement within sixty (60) calendar days of its ratification by both parties.

- 60 D. The University will, through its Employee Relations Office, keep the Association advised in writing as to its representatives.
- 61 E. The Association shall be furnished information concerning the date of employment, rate of pay and classification of new employees, effective dates of transfers and terminations, and beginning and ending dates of leaves of absence on a monthly basis.
- 62 F. The University shall furnish the Association a list of employees in the bargaining unit showing their seniority date, classification and salary rate. Revised lists shall be provided to the Association every six (6) months.

## **ARTICLE X      SPECIAL CONFERENCES**

- 63 Special Conferences may be held at the request of the Association or the University for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the Association Representative and the Director of Employee Relations and shall normally be scheduled to begin during regular University office hours. It is understood that any matters discussed or any action taken pursuant to such conferences shall in no way change or alter any of the provisions of the Collective Bargaining Agreement or the rights of either the University or the Association under the terms of this Agreement.

## **ARTICLE XI      REPRESENTATION AND RELEASE TIME**

- 64 A. The University shall recognize the Association Representative for the purpose of processing grievances on behalf of Bargaining Unit employees.
- 65 B. If an employee requests the presence of the Association Representative at a Step I meeting, the Association Representative may, with the permission of his immediate supervisor and without loss of regular pay or time, investigate the grievance, discuss the grievance with the employee's supervisor, and attend subsequent Step II and Step III grievance hearings as provided for in the Grievance Procedure. The Association Representative shall perform his/her regularly assigned work at all times, except when necessary to leave work as herein provided.
- 66 C. The privilege of the Association Representative leaving work during working hours, as provided in paragraph B above, is subject to the understanding that any time off so allowed will be devoted to the prompt handling of grievances and will not be abused. The University retains the right to initiate procedures for the proper accounting of release time as granted pursuant to the terms of this provision.

## ARTICLE XII GRIEVANCE PROCEDURE

### A. GENERAL PROVISIONS

- 67 1. Grievances within the meaning of this grievance procedure and arbitration  
clause shall consist only of disputes arising under and during the life of this  
Agreement and which pertain to the alleged violation of the Agreement's  
express written terms and conditions.
- 68 2. Written grievances as required herein shall contain the following:
- 69 a. It shall be signed by the grievant(s) and, where appropriate, the Associa-  
tion Representative;
- 70 b. it shall contain a synopsis of the facts giving rise to the alleged violation,  
including its date of occurrence;
- 71 c. it shall cite the specific clause(s) of the Agreement alleged to have been  
violated;
- 72 d. it shall specify the relief requested.
- 73 3. Any written grievance not in accordance with the above requirements may  
be rejected as improper. Such a rejection shall not extend the time limita-  
tions hereinafter set forth.
- 74 4. No matter shall be subject to the Grievance Procedure unless it is presented  
in writing by the Association within ten (10) working days of the date the  
employee or the Association became aware, or reasonably should have  
become aware, of the action complained of. If no grievance is presented in  
that time the grievance is barred.
- 75 5. If the Association fails to appeal a Step I, Step II, or Step III answer, in  
writing, within the time provided in the Grievance Procedure, or any  
mutually agreed extension of such time, the University's Step I, II, or III  
answer shall be considered final.
- 76 6. If the University fails to answer the grievance, in writing, within the time  
provided in the Grievance Procedure, or any mutually agreed extension of  
such time, the grievance shall be advanced to the next step of the Grievance  
Procedures.
- 77 7. If a grievance involves more than one (1) employee or the Association or  
University believe the processing of a grievance through Step I and II of the  
Grievance Procedure to be clearly inappropriate, either party may submit  
a request to the other party to process the grievance commencing at Step III  
of the Grievance Procedure and, by mutual agreement, the grievance may  
be so processed.



- 78 8. No employee or group of employees, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.
- 79 9. The resolution of a grievance at Step I or II shall not add to, subtract from, or modify the terms of this Agreement unless done so in writing and approved by the Director of Employee Relations and the Association Representative. Any agreement reached between the University and the Association shall be binding on the Association, the University, and affected employees.
- 80 10. For purposes of computing workdays pursuant to this Article, Saturdays, Sundays, and holidays shall be excluded.

#### B. PROCEDURE

##### STEP I

- 81 1. An employee with a grievance shall first discuss and try to resolve the matter informally with the University's Step I Representative. If the matter is not thereby resolved, the employee may request that the Association Representative be sent for to further discuss the matter. This meeting between the employee, the Association Representative, and the University Step I Representative shall occur within a reasonable period of time. If the matter remains unresolved after such meeting, the Association may, within ten (10) working days of the occurrence that gave rise to the grievance, reduce the grievance to writing on forms provided by the University and submit it to the University's Step I Representative.
- 82 2. Within five (5) workdays after receipt of the written grievance, the University's Step I Representative shall give the employee a written answer to the grievance with a copy to the Association Representative.

##### STEP II

- 83 1. If the grievance is not resolved, the Association Representative may, within five (5) workdays after receipt of the Step I answer, appeal the grievance, in writing, to the University's Step II Representative.
- 84 2. Within five (5) workdays after receipt of the Step II appeal, the University's Step II Representative shall arrange a meeting with the aggrieved employee, the Association Representative and, at the option of the Association, a representative of the Police Officers Labor Council, the University's Step I Representative and, at the option of the University, a representative of the Employee Relations Office, to discuss the grievance.
- 85 3. Within ten (10) workdays after the Step II meeting, the University's Step II Representative shall give the Association Representative a written answer to the grievance.

### STEP III

- 86 1. If the grievance is not resolved, the Association Representative may, within five (5) workdays after receipt of the Step II answer, appeal the grievance, in writing, to the Director of Employee Relations.
- 87 2. Within ten (10) workdays after receipt of the Step III appeal, the Director of Employee Relations shall arrange a meeting to discuss the grievance with a representative of the Police Officers Labor Council, the Association Representative and the University's Step I and II Representative.
- 88 3. Within fifteen (15) workdays after the Step III meeting, the Director of Employee Relations shall give the Association Representative a written answer to the grievance with a copy to the representative of the Police Officers Labor Council.

### STEP IV ARBITRATION

- 89 1. If the grievance remains unresolved after Step III, the Police Officers Labor Council may submit the grievance to Arbitration by filing a Demand for Arbitration, in writing, with the University's Director of Employee Relations no later than ten (10) workdays after receipt of the Step III answer. Attached to the Association's Demand for Arbitration shall be: a) a statement identifying the grievance, the provision(s) of the Agreement alleged to have been violated, and the issue(s) to be arbitrated; and b) a list of five (5) neutral persons, currently recognized and serving on the panel of labor-management arbitrators of the Federal Mediation and Conciliation Service and/or the American Arbitration Association, not less than two (2) of which must also be members of the National Academy of Arbitrators. Within five (5) workdays after receipt of the Association's Demand for Arbitration, the Director of Employee Relations and a representative of the Police Officers Labor Council, shall confer for the purpose of selecting a neutral person to arbitrate the dispute. If the parties are unable to agree upon the selection of a neutral person, the Association may file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration to the American Arbitration Association shall be written, with concurrent notification thereof to the University's Director of Employee Relations, and must be submitted no later than twenty (20) workdays after receipt of the University's Step III answer. Notification to the Director of Employee Relations shall be subject to the same time limitations for filing with the American Arbitration Association. If a Demand for Arbitration is not filed with the University's Director of Employee Relations and the American Arbitration Association within the time limits set forth above, and any mutually agreed extension of such time, the grievance is barred.
- 90 2. Except as might otherwise be agreed in writing between the parties, the grievance will be arbitrated under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- 91 3. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the University or the Association, nor shall he exercise any responsibility or function of the University or the Association.
- 92 4. In the event of Arbitration, the fees and approved expenses of the Arbitrator will be shared by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Association and the employee or employees involved.

### **ARTICLE XIII DISCIPLINE AND DISCHARGE**

#### **A. GENERAL PROVISIONS**

- 93 The University and the Association recognize that it may be necessary to discipline employees for violation of reasonable standards of conduct, University and departmental rules and regulations, general orders, or the terms of this Agreement. Disciplinary actions shall be consistently applied in the department.

#### **B. INVESTIGATIONS OF EMPLOYEES**

- 94 If an employee is required to attend a meeting held for the purpose of investigating actions or behavior that may result in disciplinary actions being taken against said employee, the employee shall be informed of the purpose of the meeting prior to any questions being put to him/her and shall, at his/her request, be permitted to have an official of the Local Chapter present at the meeting.

#### **C. INFRACTIONS**

- 95 A minor infraction by an employee shall normally be cause for a written reprimand as an initial discipline step. A major infraction by an employee shall be cause for suspension or discharge as an initial discipline step, depending on the nature of the offense. Subsequent minor and/or major infractions are subject to discipline up to and including discharge, depending on the nature of the offense.

#### **D. NOTICE OF DISCIPLINE**

- 96 The University agrees, that upon the discipline of an employee, to promptly serve the employee written notice thereof, framed with reasonable particularity, the employee and the Association Representative. A copy of the notice of disciplinary action shall be placed in the employee's official personnel file.

#### E. NOTICE OF DISCHARGE

- 97 The University agrees, that upon the discharge of an employee, to promptly serve the employee written notice thereof and the disciplinary action to be taken, framed with reasonable particularity, and provide a copy to the local Association Representative.

#### F. REPRESENTATION RIGHTS

- 98 A suspended or discharged employee will be allowed to discuss his suspension or discharge with the Association Representative. Upon request, a representative of the University will arrange to meet with the suspended or discharged employee and the Association Representative prior to the employee leaving the premises.

#### G. APPEAL OF DISCIPLINE

- 99 Should an employee who receives a written reprimand consider the discipline to be improper, he/she may initiate a grievance at Step I of the Grievance Procedure within five (5) workdays of receipt of notice of the reprimand.
- 100 Should an employee who receives a suspension or discharge consider the discipline to be improper, he/she may present a grievance, in writing, through the Association Representative to the Director of Employee Relations at Step III of the Grievance Procedure within three (3) workdays of receipt of notice of the suspension or discharge.
- 101 For the purpose of computing workdays pursuant to this Article, Saturdays, Sundays, and holidays shall be excluded.

#### H. USE OF PAST RECORD

- 102 In imposing any discipline on a current charge, the University agrees not to take into account any discipline imposed against the employee for minor infractions that occurred more than one (1) year previously, or major infractions that occurred more than two (2) years previously (except those which constitute a felony under State or Federal law), provided no such discipline has been taken against the employee during the immediate preceding one (1) or two (2) year period, respectively.

#### I. PERSONNEL RECORD

- 103 Within a reasonable period after request of an employee, the Director of Employee Relations shall meet with the employee and/or the Association Representative, and the Director, Campus Police, to review the disciplinary actions that are a matter of record in such employee's personnel file and to discuss the continued usefulness of such documentation to the University. If, upon their review, it is agreed that any such documents are no longer useful to the University, the Director of Employee Relations shall permanently remove such documents from the employee's personnel file.

## **ARTICLE XIV    JOB CLASSIFICATIONS**

### **A.    GENERAL PROVISIONS**

- 104 The University and the Association agree upon and accept the job classification specifications in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

### **B.    REVISED JOBS AND NEW JOBS**

- 105 In the event the University changes a classification specification or creates a new job in the bargaining unit which is not covered by an existing classification, the University shall notify the Association of the pay rate of the new or revised job and provide the Association with a copy of the official classification specification for the position. If requested within ten (10) workdays after receipt of such notification by the Association, the University shall meet with the Association to negotiate the pay rate for the new or revised classification specification. Pending the outcome of the negotiation between the University and the Association as hereinabove provided, any person hired or assigned to work in a new or revised job shall be paid at the rate determined by the University. Retroactive application of pay rates subsequently negotiated and agreed upon between the Association and the University shall not be automatic, but shall be an appropriate subject for negotiation between the parties.

## **ARTICLE XV    WORK BY NON-BARGAINING UNIT EMPLOYEES**

- 106 It is recognized by the Association and the University that supervisors, temporary employees, student employees, and other non-bargaining unit employees also perform work of the same type and nature as that performed by bargaining unit members and that this Agreement does not restrict any such work by a non-bargaining unit employee. However, the University does agree that it will not increase the size of its non-bargaining unit work force for the purpose of replacing bargaining unit employees who are laid off.

## **ARTICLE XVI    PERSONNEL FILES**

### **A.    MAINTENANCE**

- 107 An official personnel file shall be maintained on each employee by the University's Personnel Services Office.

## B. CONTENTS

- 108 The official personnel file may contain such items as:
- 109 1. Signed application forms;
  - 110 2. transcripts and other documents describing or supporting claim to academic work;
  - 111 3. letters and other records describing or supporting claim to work experience;
  - 112 4. evaluation records and other documents relating to professional growth or performance;
  - 113 5. documents relating to discipline, resignation, or discharge;
  - 114 6. documents indicating special competencies, achievements, or other contributions to the University;
  - 115 7. any statements that the employee wishes to have entered in response to or in elaboration of any item in his personnel file;
  - 116 8. Medical records; and,
  - 117 9. other records as determined by the University.

## C. ACCESS

- 118 Upon the written request of an employee, the Director, Personnel Services will make the employee's official personnel file available for examination, the only exclusion being pre-employment credentials and other confidential documents excluded pursuant to Federal or State statutes. Examination of the official personnel file shall be made in the presence of the Director, Personnel Services.
- 119 In accordance with the provisions as herein provided, an employee may authorize a representative of the Association, or other representative, to examine his official personnel file. Such representative may also accompany the employee in his review if the employee so desires.

## D. REPRODUCTIONS

- 120 The University agrees to provide employees with a copy of any non-confidential material in their official personnel file.
- 121 Any employee desiring a copy of documents in his/her file shall submit a written request to the Director, Personnel Services, and pay such duplication fees as may, from time to time, be established by the University.

## **ARTICLE XVII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST**

- 122 A. An employee's first employment obligation is to the University. No member of the bargaining unit shall be permitted to engage in supplemental employment which, in any way, would interfere, or has the potential of interfering, with the employee's rendering full and faithful service to the University.
- 123 B. All employees engaging in, or in contemplation of entering into, a supplemental employment obligation shall report to the Director, Campus Police, the nature, extent, and expected duration of such work, including the approximate number of hours and time during which the supplemental employment is to occur.
- 124 Reports to the Director, Campus Police, shall be made in writing and shall be updated each July 1 and whenever a change in outside employment occurs.
- 125 C. Supplemental employment which does not interfere with an employee's full and faithful service to the University may be undertaken after approval of the Director, Campus Police. Should the Director, Campus Police, determine that the employee's supplemental employment is not in keeping with the limitations and requirements provided above, the employee may be requested to end or modify such supplemental employment.
- 126 D. An employee's failure to report supplemental employment as herein provided, or refusal or failure to modify or terminate supplemental employment as requested by the Director, Campus Police, shall constitute just cause for his/her dismissal of employment with the University.
- 127 E. Should an employee feel he has been unreasonably denied an opportunity to engage in supplemental employment, such matter shall, at the request of the Association, be made the subject of a Special Conference. In such cases, the University and the Association shall expedite the scheduling of the Special Conference.

## **ARTICLE XVIII HOURS OF WORK**

### **A. WORK SCHEDULE**

- 128 1. The regular work schedule for full-time employees shall consist of eighty (80) hours, bi-weekly. The regular workday and work shift for full-time employees shall be scheduled in periods of eight (8) consecutive hours. The time and duration of lunch periods shall be determined by the University.
- 129 2. The regular work schedule and work hours for part-time employees shall be at the discretion of the University.



- 130 3. This provision shall in no way be construed as a guarantee of work or pay.
- 131 4. The University agrees to post a work schedule in a central location within the Campus Police Department. If revisions occur in the work schedule subsequent to its original posting, the affected employee(s) shall be notified of the revision, except in emergency situations, at least five (5) days in advance of the change becoming effective. In cases of emergency, no advance notice must be given.

#### B. WORK SHIFTS AND SHIFT PREMIUMS

- 132 1. The normal day (first) shift shall be any shift that regularly starts between the hours of 5:00 a.m. and 1:59 p.m.
- 133 2. The normal afternoon (second) shift shall be any shift that regularly starts between the hours of 2:00 p.m. and 8:59 p.m. An employee working on the afternoon shift shall receive a premium of thirty (\$0.30) cents per hour.
- 134 3. The normal evening (third) shift shall be any shift that regularly starts between the hours of 9:00 p.m. and 4:59 a.m. An employee working on the evening shift shall receive a premium of forty (\$0.40) cents per hour.
- 135 4. An employee who may work a split shift (swing shift) shall receive a premium of forty (\$0.40) cents per hour.
- 136 5. Shift premiums are to be added to total wages; they do not increase the hourly, weekly, or bi-weekly salary rates.

#### C. SHIFT PREFERENCE

- 137 1. Employees may exercise shift preference on the basis of seniority, subject to the right of the Director, Campus Police, to deny general or specific shift changes for the purpose of retaining experienced seniority employees on specific shifts or for otherwise maintaining effective operations as he deems necessary and in the best interest of the Department.
- 138 2. When approved by the Director, Campus Police, shift changes shall normally be made at the beginning of the Fall, Winter, and Spring Terms. If an employee feels he has been unreasonably denied the right to exercise his shift preference, such matter may be made the subject of a Special Conference.

#### D. CALL-IN PAY

- 139 1. If an employee is called in by the University for emergency duty not scheduled in advance and that is outside of and not continuous with his/her regular work period, he shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1 1/2) times his regular hourly rate of pay, plus

shift premium if applicable or, at the discretion of the University, receive four and one-half (4 1/2) hours compensatory time off.

- 140 2. If an employee is called in by the University for consultation with prosecuting attorneys, appearances in court, or to sign complaints, outside of and not continuous with his/her regular work period, he shall be paid a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times his regular hourly rate of pay or, at the discretion of the University, receive four and one-half (4 1/2) hours compensatory time off.

#### E. OVERTIME

- 141 1. Overtime shall be assigned at the discretion of the University.
- 142 2. Employees required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week or, at the discretion of the University, receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. The University agrees to consider the desires of the employee when scheduling compensatory time off pursuant to this provision.
- 143 3. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a paid holiday, paid sick day, paid vacation day, or other authorized paid leave day will be counted as time worked.

#### F. SCHEDULING OF OVERTIME

- 144 1. Overtime hours shall be offered bargaining unit members on a rotating basis, beginning with the most senior Officer, through the least senior Officer. In the event that a senior bargaining unit member opts to forego offered overtime, the Employer will then offer such overtime to the next most senior Officer, and so on, until such time as an adequate number of Officers are available to staff overtime hours.
- 145 2. In those instances where no regular Officers opt to work available overtime, the University shall assign the overtime to those least senior Officers in the bargaining unit, subject to the limitation that should such scheduling result in staffing an overtime assignment exclusively with Probationary Officers, the Employer may, at its sole discretion, drop the most senior Probationary Officer from its overtime roster and assign the overtime to the least senior Regular Officer, who shall have no right of refusal to work the overtime.
- 146 Appendix C provides an example of the method of rotational offering of overtime.

- 147 3. Whenever scheduled overtime is required, the employee with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, employees are to be called on the basis of least number of overtime hours in their classification, provided they are capable of doing the work. It is understood that the University need not call in an employee for overtime under this provision rather than continue the shift of an employee already at work. However, such hours worked shall be included in overtime accrual for purposes of overtime equalization.
- 148 4. For purposes of this equalization provision, overtime does not include hours worked in accordance with paragraphs D(1) and D(2) above.
- 149 5. If an employee is offered overtime in accordance with this provision and he chooses not to work it, he will be charged the average number of overtime hours of the employee(s) working that overtime.
- 150 6. If an employee is not called for overtime work in accordance with this provision, he/she shall be given the next scheduled overtime available.
- 151 7. When the need for overtime is known four or more hours in advance, the overtime call-in list will be used as specified in F(3). When the need for overtime is known on less than four hours' notice, that overtime will first be offered, in seniority order (most senior to least senior), to those employees who are on duty at the time the overtime need becomes known.

#### G. COMPENSATORY TIME BANK

- 152 1. Bargaining Unit members shall be permitted to bank a maximum of 120 hours of earned overtime to be used for the purpose of taking compensatory time off, subject to the following limitations:
- 153 a. Earned and banked overtime shall be expended prior to June 30 of each year. Officers whose banked compensatory time is not expended prior to June 30 shall be compensated for such time at the rate set forth in XVIII.E.2. above.
- 154 b. The scheduling of time off taken for utilizing overtime hours banked as compensatory time shall be at the sole discretion of the University.
- 155 2. Not more than forty (40) hours of "non-recoupable" compensatory overtime earned and banked prior to June 30th of any calendar year may be carried over to, but not beyond, August 31st of that same calendar year. Such carry over not used by August 31st shall be expended as of September 1st. "Non-recoupable compensatory overtime" is that overtime that is not charged back to any other operating department of the University.

#### H. TRADING TIME

- 156 In those situations where the University will not incur an overtime obligation and the Director, Campus Police, at his discretion, shall so approve, employees may trade individual workdays or work shifts.

### ARTICLE XIX PROBATIONARY EMPLOYEES

- 157 A. The Association shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment. However, it is agreed by both parties that for the first ninety (90) calendar days of an employee's probationary period, all matters concerning the discipline, demotion, layoff, or termination of such employee shall be at the discretion of the University and shall be specifically and expressly excluded from the Grievance and Arbitration provisions of the Collective Bargaining Agreement. Commencing with the ninety-first (91st) calendar day of employment as a regular employee through and including the completion of the employee's probationary period, all matters concerning the discipline, demotion, or termination of such employee shall be subject to the Grievance Procedure provisions of the Collective Bargaining Agreement up to and including Step III of the provision, but shall be specifically and expressly excluded from Step IV, Arbitration. The University's Step III disposition of all such grievances shall be final and binding on the Association, the employee, and the University.
- 158 B. Except as otherwise provided in paragraph C below, each employee shall be on probation for the first twelve (12) months of employment as a regular employee in the bargaining unit. An employee shall have no seniority during this probationary period. Upon completion of the probationary period, the employee shall be credited with seniority as provided for in Article XX, Seniority, and placed on the Seniority List of the bargaining unit.
- 159 C. An employee who has held a regular position as an Officer, Campus Police, or Detective, Campus Police, or other regular full-time positions generally equivalent thereto, within the Campus Police Department for a minimum period of twelve (12) consecutive months preceding his/her transfer into the bargaining unit shall not be subject to a probationary period and shall be credited with seniority as provided for in Article XX, Seniority.
- 160 D. An Employee who terminates, or is terminated, for any reason during his/her initial twelve (12) month probation, shall return his/her badge, all duty issue leather goods (belt, holster, pouches, etc.), and all uniform patches and other insignia. The employee shall reimburse the University for all remaining items of uniform issue clothing, and shall be permitted to retain those items as personal property. Such terminating employee shall also reimburse the University for all fees for any off-site training programs, seminars, workshops and clinics

attended by the employee, at Department expense, during his/her initial twelve (12) month probation.

## **ARTICLE XX SENIORITY**

### **A. GENERAL PROVISIONS**

- 161 1. Each regular employee who completes his probationary period or is not subject to a probationary period pursuant to the provisions of Article XIX (C) shall, irrespective of his/her bargaining unit status at the time he held such positions, be credited with seniority for all periods of appointment to the positions of Officer, Campus Police, or Detective, Campus Police, or other regular full-time positions generally equivalent thereto, within the Campus Police Department, computed from his/her last date of hire as a regular employee with the University since which he/she has not broken his service or otherwise lost his seniority. "Last date of hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he/she had been hired.
- 162 2. A seniority employee who transfers or is transferred to a non-bargaining unit position outside the Campus Police Department or within the Campus Police Department but superior in rank to that of Officer or Detective shall, upon his/her return to the bargaining unit, be credited with all seniority earned prior to his/her transfer outside the bargaining unit.
- 163 3. If two (2) or more employees have the same seniority, they shall be ranked by their total length of service as a regular full-time employee within the Campus Police Department. If there continues to be a tie, the tied employees shall be ranked by alphabetical sequence according to name, last name first.
- 164 4. An employee granted a leave of absence pursuant to this Agreement shall retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.

### **B. SUPERSENIORITY STATUS OF ASSOCIATION PRESIDENT AND VICE PRESIDENT**

- 165 1. Notwithstanding their position on the seniority list, in the event of a layoff the Association President and Vice President shall be continued at work as long as there are jobs in the Campus Police Department in their classification and provided such employees have acquired seniority status. Super-seniority status shall not be available to any probationary employee.
- 166 2. For the purposes of this provision, the Association President shall be given preference over the Vice President.

- 167 3. In the event that the Association President or Vice President has super-  
seniority status and is nonetheless laid off, he shall be recalled to the first  
open position to arise in his classification in the Campus Police Depart-  
ment.
- 168 4. The right of the University to transfer or reassign an employee pursuant to  
the provisions of this Agreement shall not be affected by the fact that the  
employee is the Association President or Vice President.
- 169 5. This provision shall not apply to any other Bargaining Unit employee.

C. LOSS OF SENIORITY

- 170 An employee shall lose his/her seniority and shall be terminated for the  
following reasons:
- 171 1. He voluntarily terminates his employment with the University.
- 172 2. He is discharged for just cause and such discharge is not reversed through  
the Grievance Procedure.
- 173 3. He retires.
- 174 4. He is absent from his job for three (3) consecutive workdays without  
notifying the University, unless unable to do so for reasons beyond his/her  
control. After such absence, the University shall send a written notification  
to the employee, at his last known address, that he has lost his/her seniority  
and his employment has been terminated.
- 175 5. He does not return to work within five (5) workdays when recalled from  
layoff. In proper cases exceptions may be made.
- 176 6. He/She fails to return to work within the time limits of a leave of absence  
or an extended leave of absence.
- 177 7. He/She is laid off for a period exceeding two (2) years or a period equal to  
the laid off employee's seniority, whichever is less.

D. LAYOFF AND RECALL

- 178 In recognition of the small number of positions within the Campus Police  
Department and the long-term and short-term benefits to the University and  
employees which may result from permitting more senior higher ranked  
employees to have preference for retention in the event of a reduction in staff,  
the parties have agreed as follows:
- 179 1. In the event the University determines it is necessary to reduce the number  
of employees or discontinue a position within the Campus Police Depart-

ment to which a member of its non-bargaining unit or bargaining unit work force is assigned, the University shall first determine which non-bargaining unit employees, if any, shall be laid off. Should the University deem it necessary to layoff a non-bargaining unit employee and, further, elect to reassign such non-bargaining unit employee to a position covered by the terms of this Agreement in lieu of direct layoff, such person shall be credited with seniority as if he/she were a regular bargaining unit employee, in accordance with Section A above, and shall be placed on the bargaining unit seniority list. The University shall then determine its desired staffing levels within the bargaining unit. If reductions within the bargaining unit are deemed necessary, the following order of work force shall apply:

- 180 a. Any temporary employees in an affected bargaining unit classification will be terminated prior to the layoff of a bargaining unit employee, provided the Bargaining Unit employees can perform the available work and meet the qualifications as specified by the University;
  - 181 b. any probationary employees in an affected Bargaining Unit classification will be terminated prior to the layoff of a seniority employee(s), provided the seniority employee(s) can perform the available work and meet(s) the qualifications as specified by the University;
  - 182 c. any part-time employees in an affected Bargaining Unit classification will be terminated prior to the layoff of a full-time Bargaining Unit employee(s), provided the Bargaining Unit employee(s) can perform the available work and meet(s) the qualifications as specified by the University;
  - 183 d. the employee(s) with the least seniority on the Bargaining Unit seniority list, in an affected classification, shall be the first to be laid off and so forth on down the list until the desired staffing level is attained, provided the greater seniority employees are able to perform the available work and meet the qualifications as specified by the University.
- 184 2. When the work force is increased after a layoff, employees with the most seniority, in an affected classification, shall be the first to be recalled, provided the greater seniority employees are able to perform the available work and meet the qualifications as specified by the University. The University shall not be required to recall an employee to a position higher than the position from which he was laid off or displaced or which he/she has not previously performed.
  - 185 3. Any employee who is recalled from a layoff shall be restored his seniority including that which he otherwise would have acquired during the period of his layoff.
  - 186 4. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within five (5) workdays



from the date of delivery of notice of recall he/she shall be considered a quit. Extensions may be granted by the University in proper cases.

- 187 5. Any employee exercising his seniority under the Layoff and Recall procedures provided above must be qualified to perform the work of the employee he is displacing or the work of a vacant position to which he/she may be assigned; such employee may be disqualified from performing such work either: a) if such employee's employment record with the University indicates that there is no reasonable expectancy that he/she would be qualified to perform the job; or, b) if it is determined by the University during the first sixty (60) calendar days the employee has worked in the new job that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein may then exercise his seniority rights as hereinabove provided and the employee displaced will be returned to the job.

#### E. REGULAR JOB VACANCIES

- 188 1. Regular bargaining unit vacancies shall be posted on the departmental bulletin board and will be published in the University publication (FOCUS), and during periods when the FOCUS is not published, by special memorandum by the Personnel Services Office. Such notice shall include the date of posting, classification, rate of pay, and final date of acceptance of application, which shall be no less than the sixth (6th) workday following the posting. The University may temporarily fill such a vacancy during the posting and selection process.
- 189 2. The University shall not be obligated to consider any application submitted by a Bargaining Unit member who has not held his current position for at least twelve (12) consecutive months or which had been submitted after the final date of acceptance.
- 190 3. Job awards shall be made to the best qualified applicant. The University shall make its selection of the best qualified applicant on the basis of its judgement of the qualifications, skill, and ability of those bidding. When an applicant in the Bargaining Unit and a non-bargaining unit applicant are equally qualified, the Bargaining Unit applicant shall be given preference. When two or more Bargaining Unit applicants are equally qualified, seniority shall govern. Attendance, discipline records, and work experience in the Campus Police Department shall be considered as factors in determining the qualifications of an applicant. Performance evaluations which regular employees receive annually and more frequently if desired by the Director, Campus Police, may also be considered in determining the qualifications of an applicant. Probationary employees receive additional evaluations. Applicants may also be required to take written examinations to help determine their qualifications. Each individual candidate is responsible for ensuring that his/her employment record and/or application accurately reflects those job skills, experience,

education, training, and other qualifications he desires the University to consider in evaluating his candidacy.

- 191 4. The University shall notify, in writing, all Bargaining Unit applicants of the disposition of their applications and place a copy of same in their official personnel file.
- 192 5. At any time within ninety (90) calendar days following an employee's promotion within the Bargaining Unit, the employee shall be returned to his/her former job and former rate of pay if: a) he fails to perform satisfactorily; or, b) he/she wishes to return to his former job and former rate of pay.
- 193 6. At any time within twelve (12) months following an employee's promotion outside the Bargaining Unit, the University may, at its discretion, return the employee to his/her former job and former rate of pay within the Bargaining Unit.
- 194 7. An employee who returns to his former position pursuant to this Agreement shall forfeit his right to bid on another Bargaining Unit position for a period of one (1) year.
- 195 8. If pursuant to Section 5 above, a vacancy reoccurs within ninety (90) calendar days of its being filled, the University may fill the vacancy from among the original applicant pool, applications submitted subsequent to the original posting, or it may repost the position to generate new applications.
- 196 9. Job vacancies under this section shall not mean temporary openings such as openings caused by sickness, accident, disciplinary layoff, vacations, or leaves of absence. If the University elects to fill such temporary job vacancies, such vacancies shall first be offered to employees laid off from such classification where the temporary vacancy occurs, in order of their seniority, if available and if fully qualified to perform all aspects of the work without training, prior to employing a temporary employee in such a temporary vacancy. Laid off employees recalled for such temporary work shall:
- 197 a. Not be subject to the Layoff and Recall provision of this Agreement;
- 198 b. Not be eligible for fringe benefits for any calendar month of such temporary work or subsequent calendar months, unless they work one-half (1/2) or more of the calendar month.

#### F. CREDIT FOR PRIOR TEMPORARY SERVICE

- 199 For employees hired on or after the effective date of this agreement, those employees employed as temporary patrol officers immediately prior to, and contiguous with, appointment as a regular employee shall receive credit for

such service upon completion of the probationary period established in Article XIX, Paragraph B.

## **ARTICLE XXI LEAVES OF ABSENCE**

### **A. PERSONAL LEAVE**

- 200 1. An unpaid personal leave of absence may be approved or denied at the discretion of the University and, as a general rule, will only be approved for those employees who have acquired seniority status under this Agreement and who show exceptional need. Eligible employees desiring a personal leave of absence shall make written application through the Director, Campus Police, to the Director, Personnel Services.
- 201 2. Upon good cause shown by the applicant, the Director, Personnel Services, with the concurrence of the Director, Campus Police, may approve an unpaid personal leave for up to three (3) months. Upon like cause shown, such leave of absence may be extended for successive periods of up to three (3) months, not to exceed one (1) year for the total period of the leave.
- 202 3. Leaves of absence as herein provided will not be granted an employee who is laid off and will not be extended if the employee would have been laid off had he been working during the leave.
- 203 4. Seniority shall accumulate for not more than ninety (90) days during any single personal leave of absence and extensions thereof.

### **B. MEDICAL LEAVE OF ABSENCE**

- 204 A seniority employee unable to work because of a non- work related sickness or injury shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all rights to paid sick leave, provided appropriate requested medical information is provided. Maternity disabilities shall be considered medical disabilities for purposes of this provision.
- 205 The Employer may require such medical information as is appropriate to evaluate a request for Medical Leave of Absence or extension of a Medical Leave of Absence.
- 206 A Medical Leave of Absence may be extended, but such leave and any extension when taken together shall not exceed an employee's seniority at the time such leave begins or two (2) years, whichever is less. Seniority shall accumulate during such a leave.

207 An employee who is disabled and receiving compensation pursuant to the Workers' Compensation Act, shall be granted a leave of absence under the Medical Leave provision. Such a leave may be extended for one (1) additional year. However, seniority shall not accumulate beyond the first two (2) years of such a leave.

208 The University may also require such medical information as is appropriate to certify an employee's ability to return to work following a leave of absence due to medical disability.

#### C. RESERVIST DUTY LEAVE

##### 209 1. Annual Duty Leave

210 a. Upon prior written request, a regular employee who is a member of the National Guard or organized Reserves of an United States Military Service shall, when ordered to annual training duty, be granted a military leave of absence for a period not to exceed ten (10) workdays in any calendar year. Seniority shall accumulate during such a leave.

211 b. If a seniority employee's military pay is less than his regular University salary, the University agrees to pay the employee the difference between this regular University salary as computed on a daily basis and the employee's daily military salary, for a period not to exceed ten (10) workdays in any calendar year. To establish his entitlement to supplemental wages payable by the University as hereinabove provided, the employee must provide satisfactory proof to the University of his/her daily military salary.

212 c. The employee may use accrued vacation time in lieu of the provisions for supplemental pay set forth in paragraph b above.

##### 213 2. Emergency Duty Leave

214 A regular employee who is a member of the National Guard or organized Reserves of an United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster, shall be granted an unpaid leave of absence for the duration of that emergency duty. Seniority shall accumulate during such a leave.

#### D. ASSOCIATION EDUCATIONAL AND BUSINESS LEAVE

215 1. The University agrees to set aside a maximum total aggregate of four (4) days per contract year to be used by employees elected or appointed to represent the Association at Association Educational Conferences or for official Association business. Time off provided pursuant to this provision shall be without loss of regular straight time pay. Requests for time off pursuant to the terms of this provision must be made in writing and shall be

submitted not less than ten (10) workdays prior to the desired date of absence to the University's Director of Employee Relations, who shall approve such request, subject to necessary emergency exceptions.

- 216 2. The Association Representative may also request an unpaid leave of absence for the purpose of conducting official Association business. Requests for leaves of absence to conduct Association business must be made in writing and shall be submitted to the University's Director of Employee Relations not less than ten (10) workdays prior to the date the leave is desired to commence. Requests for leaves of absence to conduct Association business shall be at the convenience of the University and may be approved or denied at its discretion.

E. FUNERAL LEAVE

- 217 1. An employee is allowed three (3) workdays off, with pay, to attend the funeral of a member of his/her immediate family. Such three (3) workdays shall be taken during the four (4) day work period commencing with the date of death. An employee who wishes to attend a funeral for anyone outside of his immediate family may take off one (1) day, with pay, with the permission of the Director, Campus Police. In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick leave.
- 218 2. The phrase "immediate family" for the purposes of this provision shall mean husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, stepchildren of a current spouse, and foster parents who were legal guardians.

F. SICK LEAVE

- 219 1. A regular full-time employee shall accrue sick leave benefits on the basis of four (4) hours for each completed two (2) weeks of continuous service, up to a maximum of 1,600 hours, provided that at no time shall the accumulation for any one (1) calendar year exceed one hundred and four (104) hours, or the total accumulation exceed sixteen hundred (1,600) hours.
- 220 2. A regular part-time employee shall accrue pro-rated sick leave benefits for every two (2) weeks of continuous service. The number of hours of sick leave time accrued by a part-time employee during each such two (2) week period shall be determined as follows:

$$\begin{array}{r} \text{Number of hours} \\ \text{regularly scheduled to} \\ \text{work during a normal} \\ \text{two (2) week period} \\ \hline 80 \end{array} \times 4.0 = \begin{array}{l} \text{Hours of sick} \\ \text{leave accrued} \\ \text{during the two} \\ \text{(2) week period} \end{array}$$

- 221 3. For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days, or paid holidays) more than fifty percent (50%) of his regularly scheduled workdays based on the University payroll system.
- 222 4. For purposes of this section, workday shall be interpreted to mean any day of the week, provided such day is a scheduled workday for the employee. A workweek shall be interpreted to mean any five (5) days of a regular week.
- 223 5. When an employee who has been separated from the University returns, his/her previous unused sick leave allowance shall be placed to his credit.
- 224 6. All employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of workdays in such month for which they are scheduled to receive remuneration.
- 225 7. An employee may not use sick leave and concurrently receive benefits from a University authorized disability insurance plan.
- 226 8. All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his department absorbs the work or the University provides a substitute. Absences chargeable to sick leave for any other reasons will be considered on the basis of merit by the Director, Personnel Services.
- 227 9. If an employee elects to use his sick leave while off duty because of a compensable accident injury (one covered by Worker's Compensation) and receive his regular earnings, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his regular earnings and his compensation benefits for each pay period.
- 228 10. Each employee, upon returning to work after any absence which is chargeable to sick leave benefits (except for those absences which would be considered personal business days as provided for in Section 15 of this provision), may be required to file with the Director, Personnel Services, either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 229 11. The University may require a physician's statement in support of a request for a leave or to certify an employee's ability to return to work following a leave of absence due to illness or injury.

- 230 12. Whenever an employee has used up all of his sick leave credit he will be removed from the payroll until he reports back to duty. An employee unable to work because of sickness or injury will, upon request, be placed on Personal Leave of Absence after exhausting all rights to paid sick leave.
- 231 13. Sick leave utilized by an employee for illness or injury of a member of his immediate family shall be based on the merit of the case and limited by the following provisions:
- 232 a. Such use will be limited to sixteen (16) hours for any particular incident of illness or injury and to a maximum of forty-eight (48) hours in any fiscal year.
- 233 b. "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, and father-in-law.
- 234 Requests for the above shall be routed through normal administrative channels and be decided by the Director, Personnel Services.
- 235 14. The sick leave record shall be credited with earned sick leave credit bi-weekly and debited periodically as sick leave benefits are used.
- 236 15. Upon approval of the Director, Campus Police, employees may use up to three (3) earned sick leave days each fiscal year for personal business. The use of such days requires twenty-four (24) hours advance approval of the Director, Campus Police, unless the employee could not make the notification for reasons beyond his control. With advance approval the employee may be allowed to use such personal business days contiguous with annual leave or a holiday.

#### G. FAMILY AND MEDICAL LEAVE ACT (FMLA)

- 237 1. An employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the provisions of the "Family and Medical Leave Act" (FMLA), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
- 238 a. For a birth of a son or daughter of the employee and to care for such child. (In this situation, any paid sick leave days an employee is entitled to use under the provisions of Article XXI (F) shall be taken in lieu of the unpaid FMLA leave);
- 239 b. For the placement of a child with the employee for adoption or foster care;



- 240 c. To care for a spouse, child, or parent of the employee if the former has a serious health condition, or;
- 241 d. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position. (In this situation, any paid sick leave days an employee is entitled to use under the provisions of Article XXI (F) shall be taken in lieu of the unpaid FMLA leave)
- 242 2. The taking of an FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this provision shall be construed to entitle any employee who returns from FMLA leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave.
- 243 3. Employees who take an FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the University to the position of employment held by the employee when the leave commenced, or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
- 244 4. During the period of an FMLA leave, the University shall maintain coverage under any group health plan, as defined by the FMLA, for the duration of such leave and at the level and under the conditions under which coverage would have been provided if the employee had continued in employment for the duration of the leave. The University shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under paragraphs G(1)(c) or G(1)(d), above, or other circumstances beyond the employee's control. In this situation, the University may require, as specified and allowed by the FMLA, certification of inability to return to work.
- 245 5. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, the employee is first required to exhaust any available paid leave under Article XXI(A). Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 246 6. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child with the employee for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster

care. However, regardless of when the leave commences, it will expire no later than the end of that twelve (12) month period. [For example, an employee who requests a leave at the start of the end of the eleventh month (of the twelve month period which begins at the date of birth or date of placement) is entitled to unpaid leave for the remaining four (4) workweeks of the twelve (12) month period.]

- 247 7. Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, for placement of a child with them for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.
- 248 8. An eligible employee who foresees that he/she will require a leave for the birth/care of his/her child or for the placement with him/her of a child for adoption or foster care, must notify his/her immediate supervisor, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.
- 249 9. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, child or parent should notify his/her immediate supervisor, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
- 250 10. An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding her/his status and intent to return to work upon conclusion of the leave.
- 251 11. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the University a health care provider's certification or such recertification as may reasonably be required by the University. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the University may also require that the employee obtain and present certification from her/his health care provider that the employee is able to resume work. All required certifications or recertification shall conform to the FMLA's certification requirements.

- 252 12. In any case in which the University has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs G(1)(c) or G(1)(d), the University may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 253 13. A leave taken under paragraph G(1)(a) or G(1)(b), above, shall not be taken intermittently or on a reduced leave schedule unless the University and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph G(1)(c), above, may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the University may require the employee to transfer temporarily to an available alternative position offered by the University for which the employee is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee's regular position.
- 254 14. The provisions of paragraphs G(1) through G(13), above, are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails.

#### H. EDUCATIONAL LEAVE OF ABSENCE

- 255 1. A regular employee with three or more years of service may request, in writing, a Leave of Absence, without pay, for up to twelve (12) months in order to pursue a full time educational program. Seniority shall accumulate during such a Leave if the employee, upon his/her return to work, provides the Employer with appropriate validation of the satisfactory completion of those educational endeavors set forth in the employee's request for such leave. Department recommendations regarding such Education Leave Requests shall be provided the employee within five (5) working days of the submission of such request.
- 256 2. The Tuition Waiver program provided in Article XXIV, "Miscellaneous", shall be made available to those employees granted an Educational Leave, subject to the following conditions:
- 257 a. The employee shall have completed three (3) years of regular service prior to the first day of classes of the term or semester for which he/she plans to register.
- 258 b. The employee shall have completed at least one (1) year of regular service since a previous Educational Leave.
- 259 c. The employee shall register for a credit hour load sufficient to qualify as a full-time student as provided in University Policy.

- 260 d. The employee shall return to regular service with the Employer for a time equal to that portion of an Educational Leave during which Tuition Waiver is provided or he/she shall reimburse to the University an amount equal to the cost of all Tuition Waiver benefits provided unless this obligation is specifically waived by the Director of Human Resources or his/her designee. In cases of death, accident or illness causing the employee to be unable to return to work, this obligation shall be waived.
- 261 3. If, while on such approved Educational Leave of Absence, the employee is employed by any other police or law enforcement agency, except for appropriate academic internships directly related to the proposed course of study, the Education Leave of Absence shall be immediately revoked, and the employee shall immediately return to duty.

#### I. RETURN TO ACTIVE EMPLOYMENT

- 262 1. At the conclusion of a leave of absence, an employee eligible to return will be placed in the employee's former position, provided the position is vacant and the University determines a need to fill the position or if a temporary employee is filling such a position.
- 263 2. If the employee is not able to return to his position as provided above, the employee shall exercise his seniority rights under the Seniority Provision of his Agreement.
- 264 3. In cases where a leave is not for a fixed period of time, the employee must notify the University in writing at least thirty (30) calendar days prior to his desired date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from his desired date of return.
- 265 4. In cases where a leave is for a fixed period of time and an employee desires to return prior to the expiration of such fixed leave of absence, the employee must notify the University in writing at least thirty (30) calendar days prior to his desired date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from his desired date of return.
- 266 5. Employees who are on a fixed leave of absence must notify the University in writing as to whether or not they intend to be returning to work as previously scheduled, at least ten (10) workdays in advance of such date of return. Employees who do not return to work from leave of absence or extended leave of absence, within the time limits of such leave or extension, shall be terminated.

## ARTICLE XXII VACATION AND HOLIDAYS

### A. VACATION

- 267 1. Vacation pay is based on an employee's months of continuous service as a  
regular employee.
- 268 2. A regular full-time employee shall accrue vacation in accordance with the  
following schedule:
- 269 a. For the first twenty-four (24) months of employment a regular full-time  
employee shall accrue vacation on the basis of 4.6154 hours for every  
two (2) week period of continuous service (15 days per year);
- 270 b. for the twenty-fifth (25th) month of employment, and for every month  
of employment thereafter, a regular full-time employee shall accrue  
vacation on the basis of 6.1539 hours for every two (2) week period of  
continuous service (20 days per year).
- 271 3. A regular part-time employee shall accrue pro-rated vacation benefits in  
accordance with the schedule set forth for regular full-time employees in  
paragraph 2 above. The actual number of hours of vacation time accrued  
by a part-time employee during each two (2) week period shall be deter-  
mined as follows:

$$\begin{array}{r} \text{Number of hours} \\ \text{regularly scheduled} \\ \text{to work during a} \\ \text{normal two (2)} \\ \text{week period} \\ \hline 80 \end{array} \begin{array}{l} *4.6154 \\ \text{or} \\ *6.1539 \end{array} = \begin{array}{l} \text{Hours of vacation} \\ \text{accrued during} \\ \text{the two (2)} \\ \text{week period} \end{array}$$

\*Whichever is applicable.

- 272 4. For purposes of this article, a two (2) week period of continuous service is  
deemed to be any two (2) week period in which an employee works or is  
compensated for (e.g. paid vacation days, paid sick days, or paid holidays)  
more than fifty percent (50%) of his/her regularly scheduled workdays  
based on the University payroll system.
- 273 5. If an employee is terminated prior to completing twelve (12) months of  
continuous service, he/she shall automatically forfeit all accrued rights to  
a vacation with pay. Such an employee, however, may be permitted to use  
his accrued credits prior to completion of twelve (12) months of continuous  
service. In such cases, he/she shall sign a form provided by the University  
stating that if his/her employment shall be terminated prior to the comple-  
tion of twelve (12) months of continuous service, he/she shall reimburse

the University for vacation pay received and shall authorize the University to deduct that amount of money from his/her final paycheck. If an employee is terminated after having completed twelve (12) months of continuous service, he/she shall be entitled to receive all vacation rights accrued to the date of his termination.

- 274 6. The vacation pay of an employee will be based on the number of hours (exclusive of hours for which overtime is paid) he regularly works and will be computed on the basis of the rate of pay he is earning, exclusive of any shift premiums, at the time he takes his vacation.
- 275 7. Vacation pay will be paid to the employee on the regular payday for the period during which the employee takes his vacation.
- 276 8. All vacations shall be taken at the convenience of the University so as to permit the continued operation of all of its facilities and functions without interference. All vacations must be approved by the Director, Campus Police. The vacation period shall commence on July 1st of each year and end on the following June 30th of each year. Any vacation rights accrued as of June 30th of each year must be taken during the immediately following vacation period and any employee who fails to take his vacation within that period shall forfeit all rights to such vacation time with the following exceptions:
- 277 a. If an employee is unable to take his vacation during the appropriate vacation period because the University's work needs prevent it, he/she shall be allowed to carry over such accrued vacation into the next vacation period with the written approval of the Director of Employee Relations. Such unused vacation time must be taken during the next vacation period.
- 278 b. If it is to the mutual convenience of the University and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he has earned at any time during the year in which it is accruing.

#### B. HOLIDAYS

- 279 1. All regular full-time employees covered by this Agreement shall receive holiday pay at their regular rate of pay, exclusive of any shift premiums, for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday falls: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas Day, New Year's Day, and the day before or after New Year's Day. The University shall have the sole right to determine whether the day before or after Christmas Day and New Year's Day shall be observed as the holiday.

Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.

- 280 2. To be eligible for holiday pay, an employee must work the last scheduled workday before and the next scheduled workday after the day of the observance of the holiday unless he/she has an excused absence, is on vacation leave, or has an absence previously approved by the Director, Campus Police; provided, that an employee not on the payroll for the week in which the holiday is observed shall not receive compensation for the holiday. For the purpose of this section, an excused absence shall be an absence caused by a condition beyond the control of the employee which caused the employee to be absent.
- 281 3. Employees required to work on a holiday as provided herein shall, in lieu of holiday pay pursuant to paragraph 1. above, be paid at the rate of two and one-half (2 1/2) times their regular hourly rate of pay, plus shift premium if applicable, for each hour worked on such holiday or, at the discretion of the University, receive compensatory time off at the rate of two and one-half (2 1/2) hours for each hour worked on such holiday.
- 282 4. If a holiday falls on an employee's scheduled day off, his next scheduled workday shall be considered his holiday. Subject to approval of the Director, Campus Police, an employee may request that another of his scheduled workdays falling within the same pay period as the holiday be designated as his holiday in lieu of the next scheduled workday as above provided.

## ARTICLE XXIII COMPENSATION

### A. WAGE - GENERAL

- 283 1. The salary schedule set forth in Appendix A of this Agreement shall remain in effect unless otherwise modified by the university's compensation office.
- 284 2. Wages paid pursuant to this Agreement shall be paid only for time worked, except as otherwise specifically provided for in this Agreement.
- 285 3. Wage Adjustment, 1996-1997: A 2.5% across the board increase, effective 8/25/96, plus a \$227 lump-sum, non-base bonus for bargaining unit members with six or more years' service.
- 286 4. Wage Adjustment, 1997-1998: A 3% across the board increase, effective 7/1/97, plus a \$187 lump-sum, non-base bonus.
- 287 5. Wage Adjustment, 1998-1999: A 3% across the board increase, effective 7/1/98.

B. SALARY ADJUSTMENTS FOR PROMOTIONS AND TRANSFERS

- 288 1. If an employee is promoted to a classification in a higher pay grade, his/her salary shall be increased by five percent (5%) or increased to the minimum of his new classification, whichever is greater.
- 289 2. If an employee is transferred to another classification in a lower pay grade (including a transfer resulting from a reduction in force), his/her salary shall be decreased by five percent (5%) or to the maximum of the new classification, whichever is the greater reduction in salary.

C. WORK AS A TEMPORARY SERGEANT

- 290 An employee who is temporarily assigned by the Employer to perform the duties of a Campus Police Sergeant shall, for the duration of such temporary transfer and assignment, receive an increase of five percent (5%) of his/her regular base salary or the minimum set forth for Campus Police Sergeants, whichever is greater.

D. LONGEVITY PAY

- 291 All eligible employees covered by this Agreement who are on the University's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their anniversary date with the University according to the following rules and schedule of payment:
- 292 1. Eligible employees shall be deemed to be employees with six (6) or more years of continuous service, as of their anniversary date.
- 293 2. Longevity pay shall be based on an employee's continuous service as of his/her anniversary date with the University as herein defined. Longevity pay shall be computed as a percentage of an employee's annual wage for the preceding calendar year as stated in the employee's W-2 form.
- 294 3. For purposes of this section, continuous service means service calculated from the employee's last date of hire as a regular employee and shall be broken by:
- Quit
  - Discharge
  - Termination or loss of seniority
- 295 Employees absent from work due to layoff, physical disability, or authorized leave of absence for a period of more than three (3) months, shall not be credited with or continue to accumulate continuous service for any period thereafter until they are returned to the University's active payroll.



- 296 4. An employee shall be initially eligible for longevity pay on his/her anniversary date following the completion of six (6) years of continuous service. Thereafter, an employee shall be eligible to receive longevity pay based on his years of continuous service as of his/her anniversary date as set forth in the attached schedule.
- 297 5. Payments to employees who become eligible on their anniversary date shall be due on the first (1st) regular payday following the month in which they become eligible.
- 298 6. Longevity pay shall be based on the following schedule:

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

## ARTICLE XXIV GROUP BENEFITS AND INSURANCE

### A. GROUP MEDICAL BENEFITS

- 299 1. The University shall provide and maintain a choice of participation in either a comprehensive, traditional health care plan (Blue Cross/Blue Shield or one of the health maintenance organizations (HMO's) currently approved by the bargaining unit. The Blue Cross and Blue Shield plan is the MVF-1 group medical plan with Master Medical Option IV which includes comprehensive semi-private hospital care, plus medical and surgical coverage, lab fees and x-rays paid in full, immediate maternity benefits, pre- and post-natal care, or comparable medical and insurance coverage for each employee regularly assigned to work twenty (20) hours or more per week, commencing with the employee's ninety-first (91st) day of employment.

- 300 2. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age 65 or older.
- 301 3. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application during an open enrollment period.
- 302 4. Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in additions and/or changes being excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period.
- 303 5. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his spouse, and eligible dependent children under nineteen (19) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits.
- 304 6. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee:
- 305 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).
- 306 b. Other eligible dependents related to the employee by blood or marriage or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax report.
- 307 7. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
- 308 a. to employees, who voluntarily or involuntarily, have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage.

- 309        b. to surviving spouses and dependents upon the death of an employee.
- 310        c. to spouses and dependents upon the death of an employee.
- 311        d. to dependent children who exceed the plan's age limitations.
- 312        e. to the spouses and dependents of employees who become eligible for Medicare coverage.
- 313        For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty-six months. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to 102 percent (102%) of the group contract rate.
- 314        8. The University shall pay the aforementioned cost for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In such medical leave situations the employee will be responsible for his benefits costs for those months following the first three (3) months that he is off the payroll because of such leave except in those instances where an employee is injured on-the-job and is receiving Workers' Compensation, in which case, medical benefits shall continue until the employee no longer qualifies for Workers' Compensation wages, or he/she terminates, whichever is sooner. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his benefit costs for the period that they are no longer on the active payroll.
- 315        9. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their medical benefits for a period not to exceed one (1) year. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Benefits Office prior to the commencement of the layoff or leave. If such application and arrangements are not made as herein described, an employee's medical benefits shall automatically terminate upon the effective date of their layoff or unpaid leave of absence as indicated in paragraph 11. below.
- 316        10. In those instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an employee obtain a second medical opinion for a surgical procedure involving:
- a. eyes (primarily cataract surgery)
  - b. gall bladder
  - c. hernia repair
  - d. heart bypass
  - e. heart valve

- f. hysterectomy
- g. fallopian tubes and/or ovaries
- h. nasal (primarily rhinoplasty)
- i. tonsils and/or adenoids
- j. prostate

- 317 11. In order to obtain the mandatory second opinion, the employee is required to contact the Blue Cross/Blue Shield of Michigan Referral Center which will furnish to the employee the names of three (3) specialized physicians from whom the employee may choose one (1) for the second opinion.
- 318 12. An employee's medical benefits plan shall terminate on the date that he terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in paragraph 8. above. An employee who retires has coverage through the last day of the month which he/she retires.

**B. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

- 319 1. The University shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of his ninety-first (91st) calendar day of actual work. Commencing with the month following completion of one (1) year of benefits as above provided, the University shall pay the cost for maintaining life insurance benefits in an amount determined by rounding up the employee's annual salary to the nearest \$1,000 and then multiplying the result by two (2) and accidental death and dismemberment insurance in an equal amount. When an employee reaches age sixty-five (65) and continues working, his/her insurance benefits are decreased by thirty-five percent (35%) with no further reduction based upon age thereafter.
- 320 The following table illustrates examples of the insurance benefit levels described above:

<u>Salary Levels</u>	<u>Less Than One (1) Year of Service</u>	<u>Over One (1) Year of Service</u>	<u>Age 65 and Over</u>
\$19,001	\$20,000	\$40,000	\$26,000
20,000	20,000	40,000	26,000
22,400	23,000	46,000	29,900
22,900	23,000	46,000	29,900
24,500	25,000	50,000	32,500

- 321 2. To qualify for the life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.
- 322 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan subject to the same rules set forth in paragraph A.5. for the payment of group medical benefit costs.
- 323 4. Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that an employee is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence. However, when an employee terminates his employment with the University he is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insurer, except term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily pay if he had independently applied for an individual benefits plan at that time.
- 324 5. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their group life and accidental death and dismemberment insurance benefits subject to the same rules set forth in paragraph A.9. above for the continuation of group medical benefits.

C. DENTAL CARE BENEFITS

- 325 1. The University shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the ninety-first (91st) day of employment. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

<u>Benefits</u>	<u>Dental Care Plan Pay</u>	<u>Employee Pays</u>
Diagnostic <sup>1</sup>	100%	0%
Preventive <sup>1</sup>	100%	0%
Emergency Palliative <sup>1</sup>	100%	0%
Radiographs <sup>1</sup>	100%	0%

Oral Surgery <sup>1</sup>	75%	25%
Restorative <sup>1</sup>	75%	25%
Periodontics <sup>1</sup>	75%	25%
Endodontics <sup>1</sup>	75%	25%
Prosthetic		
Appliances <sup>2</sup>	50%	50%
Orthodontics <sup>2</sup>	50%	50%

Maximum Contract Benefit

<sup>1</sup>\$1000.00 per person total per contract year

<sup>2</sup>Lifetime maximum benefit of \$1500.00 per person

- 326 2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application.
- 327 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his spouse, and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits subject to the same rules set forth in paragraph A.5. above for the payment of group medical benefit costs.
- 328 4. An employee's dental care benefits plan shall terminate on the date that the employee terminates, is laid off, the dental care benefits plan terminates, or the employee goes on an unpaid leave of absence. An employee who retires has dental plan coverage through the last day of the month in which he/she retires.
- 329 5. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set forth in paragraph A.9. above for the continuation of group medical benefits.

D. SHORT-TERM SICKNESS AND ACCIDENT BENEFITS

- 330 1. The University agrees to provide and maintain short-term sickness and accident benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the month in which an employee completes his first three (3) months of regular employment. The amount of such benefits shall not be

less than sixty percent (60%) of the employee's regular weekly earnings, up to a maximum benefit of \$200.00 per week.

331 Benefits shall begin on the eighth (8th) day of an absence due to illness, an accident, or hospitalization, and may continue up to a maximum of thirteen (13) weeks. Employees receiving short-term sickness and accident benefits as herein described shall not be eligible to receive sick leave benefits under the parties sick leave program as provided in Article XXI. F.

332 2. To qualify for short-term sickness and accident benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she completes a personal health statement furnished by the short term disability carrier, which substantiates insurability. The insurance carrier shall make the eligibility determination, which determination shall specifically be exempted from grievance or arbitration.

#### E. LONG-TERM DISABILITY BENEFITS

333 1. The University agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, [commencing on the first (1st) day of the month following the month in which an employee completes his first three (3) months of regular employment]. Such benefits shall be equal to sixty percent (60%) of the employee's regular monthly earnings, up to a maximum benefit of \$5,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Article XXII. E.

334 2. To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application with the Benefits Office.

335 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described

benefits plan subject to the same rules set forth in paragraph A.5. above for the payment of group medical benefit costs.

- 336 4. Changes in benefit amounts based on changes in basic annual salary occur on each October 1st based on the basic annual salary of the preceding July 1st. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- 337 5. An employee's long-term disability benefits plan shall terminate on the date that the employee terminates, is laid off, retires, or the employee goes on an unpaid leave of absence.

#### F. LIABILITY INSURANCE

- 338 1. All regular full-time and part-time employees shall be included as insureds under the University's personal injury liability coverage for false arrest, detention, imprisonment, malicious prosecution, wrongful entry, or eviction or other invasion of the right of private occupancy. This coverage shall apply to employees only while acting within the scope of their duties as employees of the University.
- 339 2. The specific terms, conditions, limits of liability and exclusions applicable to said coverage shall be as provided for in the University's policy with its carrier.

### ARTICLE XXV RETIREMENT AND DEATH BENEFITS

#### A. RETIREMENT BENEFITS

- 340 1. Retirement Age
- 341 Each employee must retire on or before June 30 of the fiscal year in which he attains age seventy (70).
- 342 2. Retirement Programs
- 343 Subject to Conditions set forth below, employees who have at least a fifty percent (50%) appointment at the time of enrollment may participate in the following retirement program.
- 344 a. Teachers Insurance and Annuities Association-College Retirement Equities Fund (TIAA-CREF).
- 345 b. Each eligible employee must elect to participate in the retirement program within ninety (90) calendar days of the commencement of his or her regular employment with the University. Any employee who does not make such an election within the (90) calendar day time



period, may there after enroll by completing an enrollment application in the benefits office. The retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive.

Note: Employees who, as of December 31, 1995, were enrolled in MPSERS shall continue participating in the plan, subject to the rules, policies and requirements established by the State of Michigan for participation in the plan. Employees hired on and after January 1, 1996 are not eligible to enroll in MPSERS unless such employee has prior MPSERS service at one or more of the following Michigan Universities: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, Western Michigan University.

346 3. University Contributions

347 The University shall contribute ten percent (10%) of an employee's gross earnings to the TIAA-CREF Retirement Plan for those employees participating in said plan.

348 4. Payment of Unused Sick Leave Benefits

349 An employee who separates from University employment for retirement purposes [at least fifty-five (55) years of age and fifteen (15) years of regular full-time service with EMU or at least sixty (60) years of age and has completed ten (10) years of service at EMU as of his date of separation], shall be paid fifty percent (50%) of his unused Sick Leave, if any, as provided in Article XXI, Leaves of Absence, F(1), Sick Leave, as of the effective date of separation. Such payments are to be made at the employee's rate of pay at the date of separation.

350 5. Life Insurance

351 If an employee terminates his employment with EMU for retirement purposes and satisfied the minimum age and service requirements of A(4) above, he shall be entitled to a lifetime benefit of four thousand dollars (\$4,000) of life insurance benefits which shall be maintained by the University at no cost to the employee.

B. DEATH BENEFITS

352 1. Payment of Unused Sick Leave Benefits

353 In the case of the death of an employee, payment of fifty percent (50%) of his unused Sick Leave, if any, as provided in Article XXI, Leaves of Absence, F.1., Sick Leave, shall be made to his beneficiary or estate. Such payments will be made at the employee's regular rate of pay as of the day of death.

- 354 2. Payment of Accrued Wages and Unused Vacation Benefits
- 355 All accrued wages and vacation benefits earned and unpaid as of an employee's death shall be made to the employee's designated beneficiary or estate.

**ARTICLE XXVI UNIFORMS AND EQUIPMENT**

- 356 A. It is understood and agreed that all matters pertaining to the type of equipment and uniforms to be furnished employees shall be the unilateral decision of the University.
- 357 B. Regular full-time employees shall be paid a clothing and personal property allowance of \$400 per year to be used for the maintenance and upkeep of personal property, and uniforms furnished by the University. In addition to the above allowance, regular full-time employees normally required to work in "civilian clothes" shall be paid an allowance of \$535 per year to be used for the purchase, maintenance, and upkeep of such clothing.
- 358 C. The allowances as hereinabove provided will be paid in two parts with one-half (1/2) being paid by December 1, and one-half (1/2) being paid by June 1, of each year.
- 359 D. A regular part-time employee shall be entitled to pro-rated allowances. Allowances for part-time employees shall be determined as follows:

Number of hours regularly scheduled to work during a normal two (2) week period <hr style="width: 100%;"/> 80	x	Amount of allowance paid = the regular full-time employee	=	Amount of allowance to be paid regular part-time employee
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- 360 E. Employees who have not been issued a ballistic vest, or those employees who currently have a ballistic vest that is no longer certified for service, may submit a written request to the Director of Public Safety for the issuance of a ballistic vest. Ballistic vests so requested shall be worn by the requesting employee while on duty. Failure, three (3) times in any six month period, to wear the vest while on duty will require the employee to reimburse the department for the full cost of the ballistic vest. In that event, the ballistic vest will be considered the personal property of the employee.

## **ARTICLE XXVII UNSCHEDULED CLOSDOWNS**

- 361 On occasions when the University temporarily closes its operations due to power failure, Act of God, or other cause beyond its control, employees are required and expected to report for work as scheduled unless otherwise directed by the Director, Campus Police. If scheduled employees are so notified not to report to work, or report as scheduled and are later sent home, they shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but directed not to work. For the remainder of such closedown or three (3) workdays, whichever is lesser, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit.
- 362 Employees who fail to report for scheduled work during periods of unscheduled closedowns shall suffer the appropriate loss of compensation. However, employees who do work as scheduled when the University is closed as above provided shall, in addition to their regular compensation, receive compensatory time off at the rate of one (1) hour for each hour of work actually performed during the period of the closedown, up to a maximum of eight (8) hours.

## **ARTICLE XXVIII HEALTH AND SAFETY**

- 363 An Association Representative shall be permitted to participate as a member of the University's Health and Safety Committee.

## **ARTICLE XXIX MISCELLANEOUS**

### **A. BULLETIN BOARDS**

- 364 1. The University shall provide a bulletin board for use by the Association for posting notices of the following types:
- 365 a. Notices of Association recreational and social events;
- 366 b. Notices of Association elections;
- 367 c. Notices of Association election results;
- 368 d. Notices of Association meetings, conferences, conventions, institutes, etc.
- 369 2. In the event a dispute arises concerning the appropriateness of material posted on the bulletin board, the Association will be advised by the Director of Employee Relations of the nature of the dispute and the

material in question will be removed from the bulletin board until the dispute is resolved.

B. EDUCATIONAL OPPORTUNITIES

370 1. Tuition Waiver Program

- 371 a. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University (three (3) semester hours if employed at less than 100% appointment but at least 50% appointment), shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.
- 372 b. An employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
- 373 (1) The employee must have completed one (1) year of regular service prior to the first day of classes of the term or semester for which he/she plans to register.
- 374 (2) The employee must present evidence of admission to the University's Benefits Office confirming that he has satisfied all admission requirements and is eligible to enroll for courses.
- 375 (3) A completed Application for Tuition Waiver must be submitted to the Benefits Office for approval no later than the payment deadline announced in the Class Schedule Book for each semester.
- 376 a. Failure to submit an application for approval within the required time lines may forfeit the employee's eligibility for that term.
- 377 b. The employee must allow at least twenty-four (24) hours for approval prior to picking up the tuition waiver application.
- 378 (4) The employee must agree to reimburse the University for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the University for tuition waiver benefits forfeited by the employee, the employee shall authorize the University to collect such amounts through deductions from his pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each bi-weekly paycheck (unless the employee is terminating, in which case, the entire amount may be deducted) or other appropriate means.
- 379 c. Eligible full-time employees shall be entitled to full tuition waiver benefits as herein described. Part-time employees who are on at least a

fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees on less than fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.

- 380 d. The employee must take courses during non-working hours.
- 381 e. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- 382 (1) The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he is enrolled.
- 383 (2) A grade of "pass", or "C" or above ("B" for graduate courses), is not achieved in any course for which tuition waiver is obtained. Grades of "C-" and "B-" are unacceptable.
- 384 (3) A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the employee's employment terminates, whichever is earlier.
- 385 (4) The employee withdraws from a course after the date specified in the course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeal process in the Student Accounting Office and by the Director of Benefits Programs upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, an unanticipated conflict between the employee's work schedule and the course he/she is enrolled in, etc.).
- 386 2. Tuition Waiver Program for Employee Spouses and Dependent Children
- 387 a. A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses and dependent children of bargaining unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.
- 388 b. A completed application for tuition waiver must be submitted to the Benefits Office for approval no later than the payment deadline announced in the Class Schedule Book for each semester.
- 389 (1) Failure to submit an application for approval within the required time lines may forfeit the spouse/dependent's eligibility for that term

- 390 (2) The spouse/dependent must allow twenty-four (24) hours for approval processing prior to picking up the waiver.
- 391 (3) Upon the employee's termination from the University, tuition waiver benefits for eligible spouse and dependent children shall cease at the end of the semester in which the termination occurs
- 392 c. A bargaining unit member's spouse or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any other student of the University.
- 393 d. It is intended that only a fifty percent (50%) Tuition Waiver be provided to any one (1) dependent irrespective of whether or not both parents are employed by the University.
- 394 e. An eligible spouse/dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 395 (1) A grade of "pass", or "C" or above is not achieved in any course for which tuition waiver is obtained. Grades of "C-" are not acceptable.
- 396 (2) A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the sponsoring employee's employment terminates, whichever is earlier.
- 397 (3) The spouse/dependent withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeals process in the Student Accounting Office and by the Director of Benefit Programs upon a showing of appropriate cause by the spouse/dependent (e.g., prolonged incapacitating illness, or the like).
- 398 3. Auditing of Classes
- 399 Regular full-time employees are permitted to audit classes at the University without credit, without tuition, and without following regular enrollment procedures, subject to the following conditions:
- 400 a. All classes must be audited during nonworking hours.
- 401 b. The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.

C. ASSOCIATION MEETINGS

402 The Association shall be permitted to use the University facilities that generally are available to the public for regular and special business meetings of the Association, provided the Association makes application and conforms to all rules and regulations established by the University. It is agreed that any expenses incurred by the University (other than those resulting from providing normal meeting facilities) shall be charged to and paid for by the Association.

D. VEHICLE INSPECTION

- 403 1. The University agrees that patrol vehicles shall receive a safety inspection at least once every four (4) months.
- 404 2. At the end of their assigned shift, Officers shall remove from patrol vehicles, any litter, (e.g. paper products, etc.) and shall make reasonable efforts to maintain a clean interior. The Employer shall provide for the cleaning of the interiors of patrol vehicles on a weekly basis.

E. DEPARTMENTAL RULES AND REGULATIONS

405 A copy of rules and regulations promulgated or revised by the Campus Police Department shall be made available to each employee.

F. FIREARMS QUALIFICATIONS

406 In order to ensure the safety of Campus Police, employees, students, and the general public, each employee must be qualified in the operation of firearms used in the performance of his duties. Therefore, the parties mutually agree as follows:

- 407 1. Each employee shall qualify at the minimum M.L.E.O.T.C. qualifying score on a course generally comparable to the M.L.E.O.T.C. Combat Police Firearms Course. Such course of fire shall be adjusted to take into account pistol barrels that are other than four (4) inches in length.
- 408 2. Each employee shall qualify in the operation of firearms twice a year and shall do so with his issued departmental firearm, or his personal firearm if it has been inspected and approved by the Director, Campus Police.
- 409 3. To assist employees in becoming proficient in the use of firearms, the University agrees to furnish each employee with one hundred and fifty (150) rounds of .38 caliber (or 9 mm) wadcutter practice ammunition during the first week of each month. The University further agrees to provide a reasonable amount of firearm instruction for employees, without pay, during off-duty hours. An employee desirous of such firearm instruction shall notify the University range officer and make the necessary arrangements. Employees shall be responsible for the return of all shell casings of ammunition provided pursuant to the terms of this provision.

- 410 4. To afford employees who have not previously qualified a final opportunity to do so, the University further agrees to conduct an open range day between 9:00 a.m. and 6:00 p.m. on the last weekday preceding August 1 of each year.
- 411 5. Employees unable to qualify by August 1 shall be suspended or, at the discretion of the University, reassigned to a position where the employee's duties do not require him to carry a firearm. Upon qualification, the employee shall immediately be returned to regular duty if he qualifies during his regular scheduled shift. If the employee qualifies at a time other than during his/her regular scheduled shift, he shall be returned to regular duty at the beginning of his next regular scheduled shift.
- 412 6. The purpose of suspension is to afford the employee a concentrated period of time in which to practice and, if he/she so desires, receive additional instruction. Therefore, a suspended employee shall, upon seventy-two (72) hours notice to the University's range officer, be given firearm instruction by one of the firearm instructors and/or an opportunity to qualify. Prior to shooting each course, the employee shall designate whether he/she is shooting for practice and desires instruction from the firearms instructor, or whether he/she is shooting for qualification.
- 413 7. If an employee is unable to qualify within thirty (30) calendar days of his/her suspension, a meeting shall be called between the employee's firearm instructor(s), the Director, Campus Police, and the Director of Employee Relations. All facts shall then be reviewed and the Director, Campus Police, shall decide whether the employee in question shall be allowed to continue on suspension, be reassigned to a position where his duties would not require carrying a firearm, or be terminated.
- 414 8. Transfers, suspensions, or terminations as herein provided shall be deemed to be with "proper" and "just cause," and to the extent action taken pursuant hereto shall be deemed in conflict with other provisions of this Agreement, the terms of this provision shall control.

### **ARTICLE XXX SCOPE OF AGREEMENT**

- 415 A. The University and the Association hereby acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, hours of work, and other conditions of employment and expresses all obligations of, and restrictions imposed upon, the University.



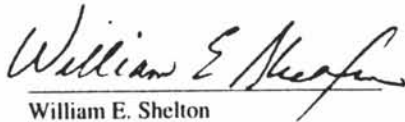
- 416 B. For the term of this Agreement, the University and the Association each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is anticipated, recognized, and agreed that the University shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with the Association.
- 417 C. If any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgement or degree no appeal has been taken within the time provided for doing so, such conflicting provision shall be deemed void and inoperative. All other provisions shall continue in full force and effect. Not later than sixty (60) days after written request by either party hereto, the University and the Association agree to meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

## **ARTICLE XXXI DURATION AND AMENDMENT**

### **A. EFFECTIVE DATE**

- 418 1. This Agreement shall supersede and cancel all prior agreements and shall be in full force and effect from November 19, 1996, until and including June 30, 1999, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between the one hundred and twentieth (120th) day and the ninetieth (90th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- 419 2. If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 420 In witness whereof, this Agreement has been executed by the parties by their duly authorized representative having signed and sealed this Agreement on this 19th day of November, 1996:

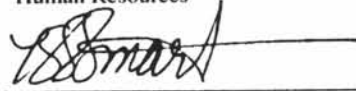
EASTERN MICHIGAN UNIVERSITY



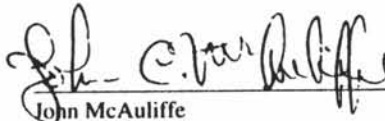
William E. Shelton  
President



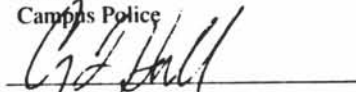
Theodore H. Heidloff  
Executive Director of  
Human Resources



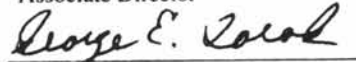
Kevin J. Smart  
Director  
Employee Relations



John McAuliffe  
Director  
Campus Police

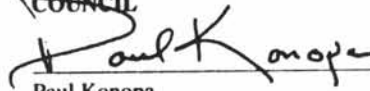


Cindy L. Hall  
Associate Director

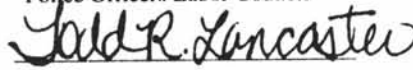


George E. Torok  
Associate  
Employee Relations

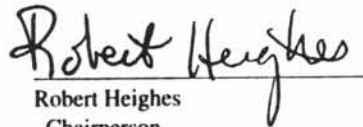
EASTERN MICHIGAN UNIVERSITY  
POLICE OFFICERS LABOR  
COUNCIL



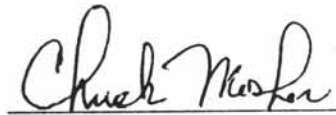
Paul Konopa  
Field Representative  
Police Officers Labor Council



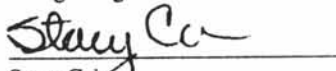
Todd Lancaster  
President



Robert Heighes  
Chairperson



Chuck Mosher  
Representative  
Bargaining Committee



Stacy Cain  
Representative  
Bargaining Committee

## APPENDIX A

### WAGE SCHEDULE

Wage Rates Effective June 9, 1996

Class Rank		Probation 1	Probation 2	Step 1	Step 2	Step 3
		0-6 Months	7-12 Months	12-24 Months	25-36 Months	>36 Months
CPO1	Annual	26,542.00	28,388.00	30,361.00	32,472.00	34,729.00
	Biweekly	1,017.36	1,088.12	1,163.75	1,244.66	1,331.17
	Hourly	12.72	13.60	14.55	15.56	16.64
CPO1*	Annual			31,272.00	33,446.00	35,771.00
	Biweekly			1,198.67	1,282.00	1,371.11
	Hourly			14.98	16.02	17.14
CPO2	Annual	27,338.00	29,240.00	31,272.00	33,446.00	35,771.00
	Biweekly	1,047.88	1,120.77	1,198.67	1,282.00	1,371.11
	Hourly	13.10	14.01	14.98	16.02	17.14
CPO2*	Annual			32,210.00	34,449.00	36,844.00
	Biweekly			1,234.62	1,320.44	1,412.24
	Hourly			15.43	16.51	17.65

\* Includes educational bonus paid after completion of the Step 1 Probationary Period to those bargaining unit members who possess an earned Bachelor's Degree from an accredited college or university.

#### Salary Calculation

Bi-Weekly Rate = Annual Rate divided by 26.089 or Hourly Rate multiplied by 80

Annual Rate = Bi-weekly Rate multiplied by 26.089 or Hourly Rate multiplied by 2087.12

Hourly Rate = Annual Rate divided by 2087.12 or Bi-weekly Rate divided by 80

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING**

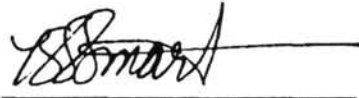
by and between

**POLICE OFFICERS LABOR COUNCIL**


It is hereby agreed by the University that when ordering new patrol vehicles to be used by the Campus Police Department, the University will provide the Association with prior notice thereof and, at the request of the Association, meet in Special Conference to receive the Association's suggestions concerning the types of equipment and options the University may wish to consider when ordering such vehicles.

EASTERN MICHIGAN UNIVERSITY

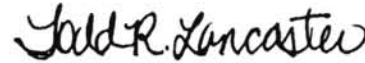
EASTERN MICHIGAN UNIVERSITY  
POLICE OFFICERS LABOR COUNCIL



Kevin Smart



Paul Konopa



Todd Lancaster



Robert Heighes

## APPENDIX C

### ROTATIONAL SCHEDULING OF OVERTIME

The following is provided as an explanation of the rotational scheduling of overtime provided in Article XVIII.F(1)(2).

	<u>OVERTIME ASSIGNMENT 1</u>	<u>OVERTIME ASSIGNMENT 2</u>	<u>OVERTIME ASSIGNMENT 3</u>
REGULAR OFFICER A (Most Senior)	1 - 0	2 - 0	2 - 0
REGULAR OFFICER B (2nd Most Senior)	2 - 0	3 - 0	3 - 0
REGULAR OFFICER C (3rd Most Senior)	3 - X	4 - 0	4 - X
PROBATIONARY OFFICER D (4th Most Senior)	4 - X	5 - 0	5 - X
PROBATIONARY OFFICER E (5th Most Senior)	5 - X	6 - 0	
PROBATIONARY OFFICER F (6th Most Senior)		1 - 0	1 - 0

1 - 6 = Sequence of overtime offered  
0 = Rejection of offered overtime  
X = Acceptance of offered overtime

#### OVERTIME ASSIGNMENT 1 (3 Officers Needed):

As Officers A and B opted not to work the available overtime and Officers C, D, and E did; C, D, and E are assigned the overtime.

#### OVERTIME ASSIGNMENT 2 (2 Officers Needed):

In accordance with rotational offering of overtime, Officer F is next in line to be offered overtime.

All Officers opted to turn down the available overtime; therefore, the assignments may be offered to the two (2) least senior Officers (E and F). However, because both Officers are Probationary, if the Employer deems it appropriate, Officer E (the more senior of the two), may be dropped from the assignment roster and Officer C (the least senior Regular Officer) will be required to work.

OVERTIME ASSIGNMENT 3 (2 Officers Needed):

Applying the rotational offering, Officer F receives the first offer, as the last offer made was to Officer E. The fact that Officer C may have been required to work to balance the assignment between Regular and Probationary Officers is of no consequence and has no effect on the rotational offering system.

