

6/30/97

AGREEMENT

between

CENTRAL MICHIGAN UNIVERSITY

and

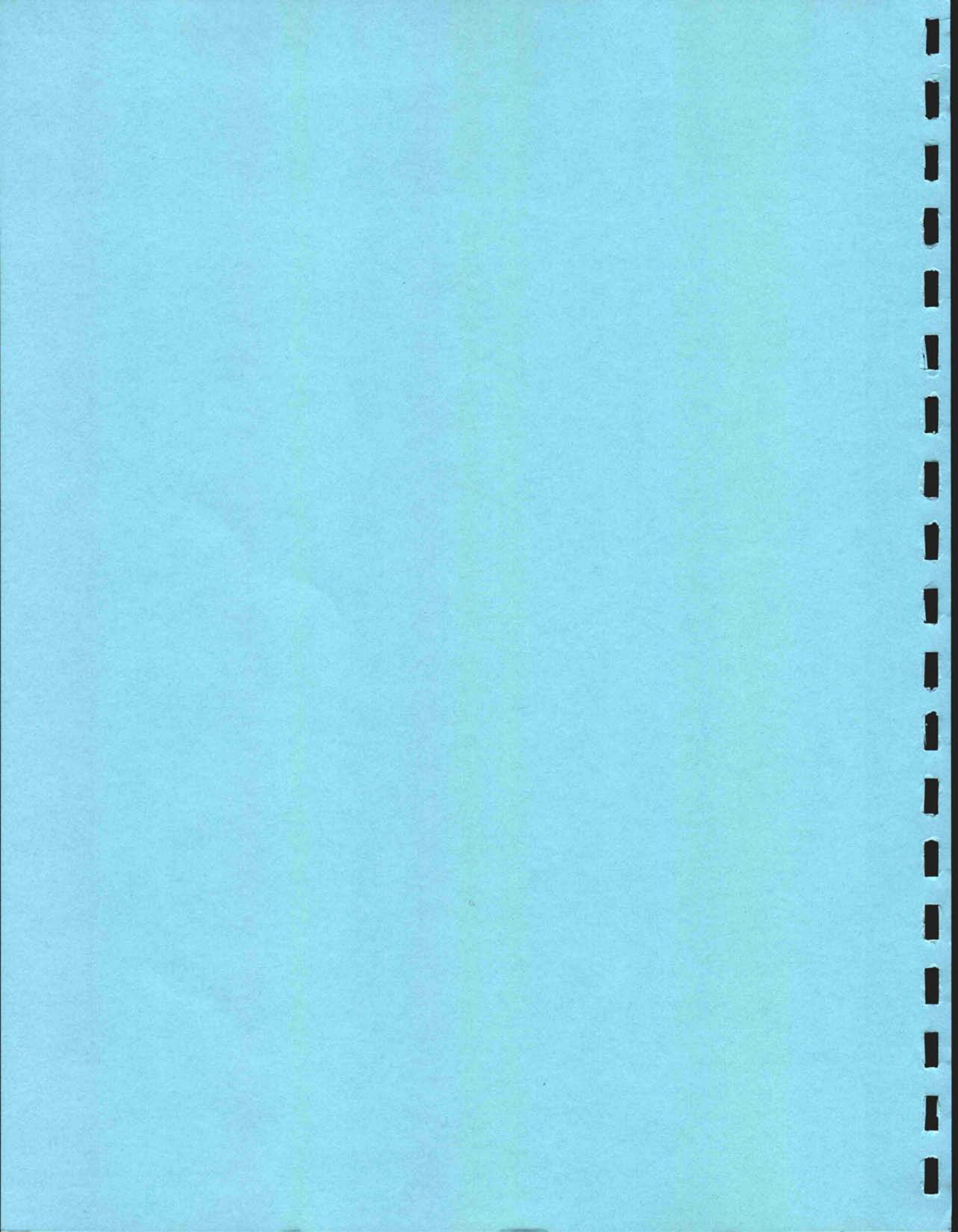
POLICE OFFICERS ASSOCIATION OF MICHIGAN

(POAM)

Central Michigan University



7/1/93 - 6/30/97



PREAMBLE

The Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) and the Central Michigan University Police Officers Association recognize their responsibilities under federal, state and local laws relating to fair employment practices.

The University and the Association recognize the moral principles involved in the area of civil rights and have reaffirmed in this negotiated agreement their commitment not to discriminate because of race, color, religion, sex, national origin, marital status, handicap, age, or for participation in or affiliation with any labor organization, except to the extent that age or sex are, under law, allowable bona fide job qualifications. Because of the many remedies available under law, the provisions of this preamble are not grievable under this Agreement.

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AGREEMENT PROVISIONS

AGREEMENT

1. This Agreement is entered into this 1st day of _____, 1995, between the Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan) herein called "University," and the Police Officers Association of Michigan (POAM), herein called "Union." Each reference to officers of the Association refers to the local officers at Central Michigan University.

AID TO OTHER UNIONS

2. The University will not aid, promote or finance any other group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

CONTRACT DOCUMENTS

3. This Agreement consists of the pages in this document numbered from one (1) through forty-three (43) inclusive. This constitutes the entire Agreement between the parties.

DUES

- 4-1. **Payment for Union Representation:** Membership in the Union shall not be required as a condition for continued employment at the University. It is recognized by the University and the Union that the Union, by virtue of its commission, has been designated as the exclusive bargaining agent for all the employees described in the Recognition Article of this Agreement, regardless of their membership in the Union.
- 4-2. **Condition of Continued Employment:** It is agreed that as a condition of continued employment, an employee tender to the Union a service fee which represents the cost of negotiating and administering the agreement as a condition of acquiring and maintaining membership in the Union. Such payment must be forthcoming within thirty (30) days from the date that an employee has assumed a regular or probationary position within the bargaining unit. The University shall be notified in writing by the Union when an employee is sixty (60) days in arrears in the payment of the aforementioned sum.

Because of services provided by POAM, all bargaining unit members shall, within thirty (30) calendar days from the date

of commencement of duties or the effective date of this Agreement, whichever is later, either become members of POAM or fairly share in the financial support of POAM by paying to POAM a service fee equal to that portion of the normal dues assessed by POAM which are apportioned to the costs of negotiating the Collective Bargaining Agreement and proceedings to administer and enter same.

- 4-3. **Service Fee:** Objections to the amount of the service fee shall be made in writing and delivered to the following address:

POLICE OFFICERS ASSOCIATION OF MICHIGAN
28815 W. 8 Mile Road
Suite 103
Livonia, Michigan 48152

The POAM will determine the validity of the objection(s) and notify the nonmember(s) of their decision, in writing, within thirty (30) calendar days.

- 4-4. **Indemnification:** As a condition of the effectiveness of this Article, the POAM agrees to indemnify and save Central Michigan University harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of, or by reason of, action taken by Central Michigan University for the purpose of complying with any or all sections of this Article.
- 4-5. **Objections:** No employee who adheres to tenets or teachings of a bona fide religious body or sect of which the employee is a member that holds conscientious objections to unionization or other association of employees and no member who is not a member of such a body or sect but who hold conscientious objections to association of employees based on the employee's religious training and beliefs in relation to a supreme being is required by this Agreement to pay the aforesaid service fee as a condition of obtaining or keeping public employment at the University. In lieu of such service fee, the employee shall contribute a sum of money equal to such dues, fees or fairshare payments to a non-religious, non-union charitable organization exempt from taxation under Section 501 (C) 3 of the Internal Revenue Code which is mutually agreed upon by such employee and the union organization, or if they do not agree, to such an organization specified by the commission. It is agreed the University is such a Section 501 (C) 3 organization. Such employee shall furnish written proof in the form of receipts that such contribution has been made. Any employees exercising rights under this paragraph shall contact Employee Relations and exercise the employee's right according to procedures established by Employee Relations.

4-6. **Payroll Deduction:** The University agrees in accordance with, and to the extent of, any applicable state or federal laws to deduct on a biweekly basis, membership dues in an amount established by the Union, proportionately each pay period, from all wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the Treasurer of the Union at an address furnished in writing to the University by the Union on or before the seventh (7th) day after each pay date. Such written authorization shall continue for the duration of this Agreement unless the employee gives written notice of termination to the University and to the Union at least fifteen (15) days prior to the anniversary date of this Agreement. The Union agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union as set forth above.

The aforementioned authorization shall be in the following form:

CENTRAL MICHIGAN UNIVERSITY		
Payroll Deduction Authorization		
I, _____, hereby authorize the University to		
deduct from my earnings each biweekly payroll period the		
indicated amount and to remit this deduction to the		
Central Michigan University Police Officer's Association.		
Purpose of Deduction: _____	Effective Date: _____	
Amount of Deduction: _____		
Dated: _____	Signature _____	SS# _____

A. **Deductions:** Deductions shall be made only in accordance with the provisions of said authorization for deduction of fee, together with the provisions of this Agreement. The University shall have no responsibility for the collection of membership dues, fees, or special

assessments, or for any other deductions not in accordance with this provision.

- B. **Delivery of Authorization Form:** A properly executed copy of such authorization for deduction of fee form for each employee for whom the District membership dues are to be deducted hereunder shall be delivered to the University before any payroll deductions are made. Deductions shall be made thereafter only under authorization for deduction of fee forms which have been properly executed and are in effect. Any authorization for deduction of fee which is incomplete or in error will be returned to the local Union Treasurer by the University.
 - C. **When Deductions Begin:** Deductions under all properly executed authorization for deduction of fee form shall become effective at the time the application is tendered to the University and shall be deducted from the first pay period beginning after that date and each pay period thereafter provided the employee has sufficient net earnings to cover such payment.
 - D. **Refunds:** In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union.
 - E. **Termination of Deduction:** An employee shall cease to be subject to deductions beginning with pay period immediately following the month in which he/she is no longer an employee. The Union shall be notified by the University of the names of such employees following the end of the pay period in which the termination took place.
 - F. **Disputes Concerning Deduction:** Any dispute between the Union and the University which may arise as to whether or not an employee properly executed or properly revoked an authorization for deduction of dues form shall be reviewed with the employee by a representative of the Union and the designated representative of the University. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.
- 4-7. **Limit of University's Liability:** The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

- 4-8. **List of Due Paying Members:** The Union shall furnish the University within thirty (30) days after the effective date of this Agreement the names of all employees paying dues directly to the Union. Thereafter, the Union will furnish the University a monthly list of any changes.

WAIVER

5. In the event the University shall propose to change existing policies concerning wages, hours and other conditions of employment which are evidenced by a written memorandum and are not covered in this Agreement, the University will first notify the Union and discuss the matter before any change is made.

It is understood that this provision shall not apply to departmental operations, rules and procedures and shall not be interpreted to supersede any section of the management rights or new matters provisions of this Agreement.

It is also understood that if a conflict should arise concerning wages, hours and working conditions between previously established policy and the specific provision of this Agreement, the provisions of this Agreement shall take precedence.

NEW MATTERS

6. The University and the Union acknowledge that during the negotiations which resulted in this Agreement, the Union 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 and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The parties have provided in this Agreement all of the means to meet their respective continuing obligation to bargain through "Special Conference" and "Grievance Procedure". Each party is required in special conference only to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University to refuse to negotiate during the term of this Agreement on any matter not covered by this Agreement and on any change to the provisions in this Agreement.

The University and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and agree the other shall not be obliged, to bargain collectively 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 parties at the time they negotiated this Agreement.

PURPOSE AND INTENT

7. The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the people of the State of Michigan as served by the University and the Union.

RATIFICATION

8. The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them, and the Union will recommend to the employees that it be ratified and work for its ratification.

RECOGNITION

9. The University recognizes the express desires of its employees to be represented by the Union as indicated in the consent election held on October 5, 1977, and acknowledges the certification of the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees in the bargaining unit as follows:

UNIT I All regular, full-time public safety employees; and provisional employees in the Department of Public Safety EXCLUDING: Director, Captains, Lieutenants, Sergeants, supervisors, confidential employees, administrators and executives of the University.

UNIT II All regular, full-time Sergeants in the Department of Public Safety EXCLUDING: Director, Captains, Lieutenants, confidential employees, administrators, and executives of the University.

DEFINITIONS

10. **Provisional Employee:** An employee who is employed for a period of time which will equal or exceed one (1) academic year with the duration of their appointment contingent upon

the continuation of the program and the availability of funds subject to appropriate provisions of the Collective Bargaining Agreement.

Temporary Employee: An employee who works at a temporary job for a specific reason. It is not the intent of the University to permanently replace bargaining unit employees with temporary employees.

RIGHTS OF THE UNIVERSITY

11. The University has the right to general supervision of the institution and the control and direction of all expenditures from the institution's funds. The University reserves and retains, solely and exclusively, all rights to manage, direct and supervise the University's work force, including, but not limited to, the right to hire, promote, demote, discipline, suspend, discharge, reclassify, transfer or lay off employees or to reduce or increase the size of the working force; to change the type of the working force; to change duties of employees; or to make reasonable judgments as to the ability and skill of employees; or to schedule means and materials to be used in accomplishing work and the constitutional purposes for which the University is organized; or to make assignments and determine work to be done; or to set the duties and responsibilities of employees; and to control the University property.

RULES AND REGULATIONS

12. While rules, regulations, and requirements may vary within the University, no such rule, regulation, or requirement shall be contrary to terms of this Agreement, nor shall any such rule, regulation, or requirement be implemented in an arbitrary or capricious manner. In addition, the arbitrary or capricious implementation of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

SENIORITY

13. Seniority is defined as the length of an employee's continuous service within the bargaining unit or units covered by this Agreement from the employee's latest employment date and shall be a factor in all cases of promotion and decrease in working force. When two (2) employees have equal qualification in the opinion of the University for a promotion, the most senior employee shall receive the promotion.

For purposes of computing probation time served within the Department of Public Safety, a provisional public safety employee shall be granted credit towards completion of the probationary period for all continuous service as a provisional employee at such time as the employee becomes a regular full-time employee, providing that there was no break in service between the provisional appointment and the regular full-time appointment.

The seniority lists on the date of this Agreement will show the name, classification and pay level of each employee of the Department of Public Safety entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

The University will keep the seniority list up-to-date at all times and whenever the Union representative or President shall raise a question of seniority, the University shall make the list available for that person's inspection for the purpose of settling the question. The University will post the seniority list on or before January 15 of each calendar year in the Combined Services Building. Length of continuous service with the University as a regular employee will be used for computation of vacation, sick leave and for those employees hired before June 28, 1987, longevity.

STRIKES

14. The Union, its officers, agents, members and employees covered by this Agreement, agree that as long as this Agreement is in effect, there will be no strikes, sitdowns, slowdowns, stoppages of work, boycott, or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

SUPPLEMENTAL AGREEMENTS

15. The University and the Union may enter into agreements through special conferences and other means which modify this Agreement. All supplemental agreements shall be subject to the approval of the University Board of Trustees and the membership of the Union and the Police Officers Association of Michigan. They shall be approved or rejected within a reasonable period of time following the date on which

tentative agreement is reached between authorized representatives of the University and the Union.

TERMINATION AND MODIFICATION

- 16-1. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1997.
- 16-2. This is a four (4) year contract.
- A. If either party desires to terminate this Agreement, it shall, sixty (60) consecutive calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided under this paragraph or notice of amendment or reopening, as herein provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) consecutive calendar days written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement other than through reopening, it shall, sixty (60) consecutive calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) consecutive calendar days written notice of termination prior to the termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- 16-3. **Notice of Termination or Modification:** Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the President of the Union; and if to the University, to the Assistant Director of Employee Relations; or to any such address as the Union or University does make available to the other in writing.

VALIDITY

17. This Agreement shall be effective to the extent permitted by law; but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

WORK PROTECTION

18. In the event a decision is made to have work regularly and customarily performed by employees on University premises by a private source outside the University, no employee shall be laid off or suffer a loss of base wages as a result of such a decision.

DISPUTE/PROBLEM RESOLUTION

DISCIPLINE OR DISCHARGE

19. Discharge, suspension or written reprimand of any employee may be referred to the second step of the grievance procedure if requested by the Union representative. An employee will be afforded the opportunity to sign any written reprimand, notice of suspension, or notice of discharge to substantiate that such employee has received the document. A copy may be given to the Union upon the employee's request.

In imposing any discipline on a current matter, the University will not take into account any prior infractions shown in an employee's personnel file which occurred more than three (3) years previously.

GRIEVANCE AND ARBITRATION PROCEDURE

- 20-1. **Grievance Definition:** Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violations of the clauses of this Agreement or written supplemental agreements thereto.
- 20-2. **Employee Grievance:** Any employee grievances or questions of interpretation arising under the written provisions of this Agreement, or written supplemental agreements thereto, shall be presented and processed as set forth below. The aggrieved employee will be present at any step of the grievance and arbitration procedure, at the request of either party.
- 20-3. **Union Grievance:** The Union may only bring a grievance which is a question of interpretation and/or application of the provisions of this Agreement, or supplemental agreements thereto, other than one which can be processed under the above paragraph, arising under and during the term of this Agreement with the University and the Union. Such a Union grievance shall be filed by the local Union President or designated representative beginning at Step Three of the grievance

procedure provided the grievance is submitted to Employee Relations at the latter of either of the following two (2) time periods.

- A. Ten (10) days following the occurrence of the event giving rise to the grievance.
- B. Ten (10) days following the date on which the Union reasonably should have known of the facts giving rise to the grievance.

The local Union President or President's representative shall file a grievance on behalf of the Union and may attend at Step Two of the grievance procedure.

20-4. Step One of the Grievance Procedure (Verbal): An employee who has a grievance concerning conditions of employment may discuss the grievance with the Captain or designee. The employee should expeditiously, and in no event later than the latest of the following two (2) time periods, orally inform the Captain of the grievance in order to be a proper subject for the grievance procedure:

- 1. Ten (10) days after occurrence of the event giving rise to the grievance.
- 2. Ten (10) days after the date the employee reasonably should have known of the facts giving rise to the grievance.
- 3. The Captain or designee shall expeditiously, but no later than twenty-four (24) hours after the Captain is so informed, set a time and place for discussing the grievance.

20-5. Step Two of the Grievance Procedure (Written): If the Captain or designated representative's answer is not satisfactory to the grievant, or if no answer is received, the Union President shall submit the grievance on the mutually agreeable form to Employee Relations no later than ten (10) days from the date of the first step grievance meeting. The local Union President or designated representative shall sign the grievance in order for it to be a proper matter for the grievance procedure. A meeting between no more than two (2) representatives of the local Union and representatives designated by the University, one (1) of which will be the Assistant Director of Employee Relations or his/her designee, will be arranged to discuss the grievance within ten (10) days from the date the grievance is received in Employee Relations. A representative of the Police Officers Association of Michigan may attend the meeting. Time limits may be extended by mutual agreement.

The Union representatives may meet at a place designated by the University on the University's property for one-half hour period immediately preceding the meeting with the representatives of the University.

The University will answer the grievance in writing within ten (10) days from the date of the meeting at which the grievance was discussed as outlined in Step Two above.

The Union agrees that when the University deems it necessary to involve a higher level official of the University, and if requested, four (4) additional days for time of answer will be granted.

Any grievance not referred by the Union to arbitration or mediation within twenty (20) days of the date of the second step meeting shall be considered settled on the basis of the last answer and not subject to further review.

- 20-6. **Step Three - Mediation:** If the Union is not satisfied with the answer at Step Two of the grievance procedure, the Union may submit the matter to mediation by notifying Employee Relations in writing that the answer is not satisfactory and the Union is requesting mediation. Such notice must be received in Employee Relations within twenty (20) working days of the second step meeting in order to be properly referred for mediation. The Union and the University must mutually agree in writing to submit the matter to mediation. Employee Relations will contact the mediator within ten (10) working days of receipt of the request to mediate.

Power of the Mediator: The mediator shall have no power to add to, subtract from or modify any of the terms of this Agreement; nor shall the mediator, in making a recommendation regarding a case where the mediator feels there is a conflict between the Agreement and law vary from interpreting the Agreement nor shall the mediator, in making a recommendation regarding a case, imply into the Agreement provisions which are not in the written terms of the Agreement, nor shall the mediator substitute the mediator's discretion for that of the University or the Union, nor shall the mediator exercise any responsibility or function of the University or the Union. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the University or Union.

- 20-7. **Step Four - Arbitration:** If the Union is not satisfied with the answer at Step Three of the grievance procedure or does not wish to accept the recommendation by the mediator, if the grievance has been referred to that step, then the Union may submit the matter to arbitration by notifying Employee

Relations in writing that the answer is not satisfactory and the Union is requesting arbitration. Such notice must be received in Employee Relations within either twenty (20) working days of the second step meeting or within ten (10) working days of the last day of mediation in order for the grievance to be properly referred for arbitration.

Following the date referral of the matter to arbitration by the Union is received in Employee Relations, the Union and the University will meet to select an arbitrator within five (5) working days. If either the Union or the University request, the meeting may be adjourned for a period of up to two (2) working days, at which time, it will reconvene and attempt to agree upon an arbitrator.

If the Union and the University cannot agree upon an arbitrator, the party bringing the grievance shall request a list of seven (7) names of arbitrators to be given to the University and Union by either the American Arbitration Association or by the Michigan Employment Relations Commission. If either party is dissatisfied with the list, it may, within three (3) working days after receipt, reject the list and request a new list of seven (7) arbitrators. Lists submitted by either the American Arbitration Association or by the Michigan Employment Relations Commission shall not contain the names of arbitrators who in the last ten (10) years have been members of, employed by, retained by, or associated with the University or the Union.

Within five (5) working days after the parties have received a list of seven (7) arbitrators which has not been rejected under this Agreement, the Union and the University shall meet for the purpose of determining an arbitrator. If the Union and University cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The representatives of the Union and the University shall then sign a paper stating the name of the arbitrator selected and the party bringing the grievance shall forward the paper, a copy of the contract and the grievance and written answers thereto to the organization submitting the list of arbitrators which will be forwarded to the arbitrator.

A representative of Employee Relations will contact the arbitrator within ten (10) working days of the date of selection of the arbitrator.

20-8. Pre-Arbitration Conference: The Union or the employer may request a pre-arbitration conference after the grievance has

been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating facts and authenticating proposed exhibits. The pre-hearing conference shall be scheduled within ten (10) working days from the receipt of the request for such conference.

The Union President, Vice President and/or District Representative may investigate and present grievances within the Bargaining Unit to the University during working hours, without loss of pay, provided they have obtained prior permission from their supervisors to do so. Subject to operational difficulties and emergencies, the supervisor will grant permission and provide a reasonable amount of time to these persons to leave their work to investigate and present grievances within the Bargaining Unit. The privilege of the President, Vice President and/or District Representative of leaving work during working hours without loss of pay is subject to the understanding that the time will be devoted to the proper handling of legitimate investigation and presentation of grievances on behalf of the Union and will not be abused. The President, Vice President and/or District Representative will perform their assigned work at all times, except when necessary to leave their work for investigation and presentation of grievances within the Bargaining Unit and will not cause workload or production difficulties in their offices by leaving work for such purposes. Any alleged abuse by either party shall be a proper subject for a special conference.

Fees of the Arbitrator: The fees and approved expenses of an arbitrator shall be paid by the parties equally.

Power of the Arbitrator: The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement; nor shall the arbitrator, in deciding a case where the arbitrator feels there is conflict between the agreement and law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the agreement provisions which are not in the written terms of the agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union; nor shall the arbitrator exercise any responsibility or function of the University or the Union.

Attendance by Aggrieved Employee and Other Employees: The aggrieved employee may attend the full arbitration hearing. Employees who testify during the employee's scheduled working time shall not lose regular pay for the time they testify or are required to be in attendance at the hearing.

- 20-9. **Finality of Decisions:** The arbitrator's decision made in accordance with the arbitrator's jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union and the employee or employees involved.
- 20-10. **Computation of Back Wages:** No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the employee would otherwise have earned at such employee's regular rate.
- 20-11. **Withdrawal of Cases:** A grievance may be withdrawn from the grievance procedure by the Union at any time up to the point of submitting the same to arbitration. A grievance in arbitration may be withdrawn at any time by the party asking for arbitration. Either party may withdraw a case from arbitration by agreeing with the opposing party's position. However, if a party withdraws a case from arbitration after a request has been made for arbitration, the party so withdrawing shall be considered the loser and shall be required to pay the arbitrator's fee, costs incurred by the other party in preparation for arbitration and any American Arbitration Association expenses.

INVESTIGATIONS

21. The following are the rights afforded employees who are subject to investigation. Whenever a member of the bargaining unit is under investigation or subject to examination or questioning by an administrative employee of the University for any reason which could lead to disciplinary action, such investigation or questioning shall be conducted under the following conditions:
- A. The questioning should be conducted at a reasonable hour, preferably at a time when the member is on duty. If the questioning does occur during off-duty time, the employee shall be compensated for such time in accordance with the overtime provisions of the Collective Bargaining Agreement.
 - B. The employee who is to be questioned shall be informed prior to the meeting of the name and position of the administrative employee in charge of the investigation as well as the name of all other persons who will be present during the meeting. The questions to be directed to the employee shall be asked by one (1) person at a time.
 - C. The employee who is to be questioned shall be informed of the nature of the investigation. If a written statement is requested from the employee, a reasonable amount of

time will be afforded the employee with a maximum of twenty-four (24) hours unless extended by mutual agreement.

- D. The investigation meeting shall be for a reasonable period of time and shall allow for personal necessity and rest periods as are reasonably necessary.
- E. The employee who is being questioned shall not be subject to abusive language. No promise of reward shall be made as an inducement to answer any questions.
- F. If a tape recording is made of the meeting, the employee shall have access to the tape if further proceedings are contemplated.
- G. If an employee requests union representation, the employee shall be afforded the appropriate union representation in accordance with the Weingarten decision.

SPECIAL CONFERENCES

22. Special conferences for important matters will be arranged between the Union President and the University or its designated representative upon request of either party. Such meetings shall be between not more than three (3) representatives of the Union and the representatives of the University. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the conference is requested. The meeting may be attended by a person not in the bargaining unit hired by the Union to assist it.

Agreements reached at special conferences may be reduced to writing and when signed by a representative of both parties shall be binding on the parties.

INSURANCE

23. **Flexible Benefits Program:** All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program.

In CMU Choices, each employee will have the opportunity upon hire to select from the options listed below. An annual open enrollment period will be held in May or June to afford employees the opportunity to change their selections. Employees may make changes during the year if they have a

family status change (birth, death, marriage, adoption, etc.). These changes must be made in the Compensation & Benefits Office/Staff Personnel Services within thirty (30) days of the event.

Newly hired employees covered by this agreement are eligible for medical coverage, flexible spending account and dependent life insurance immediately on date of hire. Dental, life insurance and long-term disability become effective on the first day of the month following the date of hire.

For additional information on CMU Choices and the rules governing the program, please refer to the enrollment workbook.

COVERAGE	OPTIONS	LEVELS OF COVERAGE	UNIVERSITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
MEDICAL	4 Plans	Single Two Person Family No Coverage*	University contribution toward cost, see Appendix A	Employee may contribute toward cost with pre-tax dollars, see Appendix A
DENTAL	2 Plans	Single Two Person Family No Coverage	University contributes toward cost for full-time employees, see Appendix A	Employee may contribute toward cost with pre-tax dollars, see Appendix A
LIFE INSURANCE and AD&D**	5 Levels	Employee Only	University contributes toward cost, see Appendix A	Employee may contribute toward cost with pre-tax dollars, see Appendix A
LONG-TERM DISABILITY	2 Plans	Employee Only	University contributes toward cost, see Appendix A	Employee may contribute toward cost with pre-tax dollars, see Appendix A
FLEXIBLE SPENDING ACCOUNTS	2 Plans		University does not contribute	Employee funds with pre-tax dollars
DEPENDENT LIFE INSURANCE	7 Options	Cover spouse or dependent children	University does not contribute	Employee may purchase with post-tax dollars

*Must show proof of coverage outside the University

**Accidental Death and Dismemberment

Liability Insurance

24. The University carries liability insurance which covers employees when performing their duties with respect to certain liability named in the policy. The University agrees to continue the insurance or other insurance which is at least equal to the coverage for employees in the present policy. If the University does not carry such insurance, it agrees to self-insure coverage for employees equal to the current policy.

LEAVE

Court-Required Service

25. An employee who serves on jury duty or as a subpoenaed witness (but not as a party to the action) will be paid the difference between that employee's pay for jury duty or witness fee and that employee's regular pay. An employee is expected to report for regular University duty when temporarily or permanently excused from attendance at court.

Education

26. **Leave For Education in Collective Bargaining Areas:** Leave of absence with pay will be granted to employees chosen by the Union to receive educational instruction in the area of collective bargaining and contract administration. Two (2) days per year will be allocated to the bargaining unit for this purpose. No more than two (2) employees at any one (1) time shall take such leave and any one (1) employee in the bargaining unit shall take no more than one (1) working day of this leave in any fiscal year.

Funeral Leave

27. An employee will be given leave of absence with pay not to exceed three (3) days per occasion in any fiscal year in case of death of any of the following relatives:
- A. Spouse, children
 - B. Brothers, sisters, brothers-in-law, sisters-in-law, fathers-in-law, mothers-in-law
 - C. Parents, grandparents, spouse's grandparents
 - D. Relatives living in the same household

An employee will be given leave of absence with pay not to

exceed one (1) day per occasion in any fiscal year in case of death of an aunt, uncle, niece or nephew.

Holidays

28-1. **Legal Holidays:** The University recognizes the following legal holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

Each employee not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours at the regular straight-time rate of pay provided that:

- A. Such employee is and has been on the active payroll of the University immediately preceding the holiday involved; and
- B. Such employee works or is excused from his/her scheduled work day immediately preceding and that employee's scheduled work day immediately succeeding the holiday involved.

An employee who is scheduled to work on any holiday and does not work that day or is not excused from work, shall receive no pay for such holiday.

When a legal holiday falls on a Sunday and under the Agreement the holiday is observed by the University on the following Monday and an employee's regular schedule required the employee to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday. When a legal holiday falls on a Saturday and under the Agreement the holiday is observed by the University on the preceding Friday and an employee's regular schedule required the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be Saturday.

If an employee terminates employment, the employee will not receive pay for the holidays occurring after the last day worked even though the holiday may fall within the period of the employee's projected terminal leave.

Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight-time rate for that day, and will also be paid for an additional day at their straight-time rate in lieu of the holiday or be given an additional day off within the fiscal year, at a time to be arranged by the supervisor. If such additional time off cannot be arranged, the employees will be paid for an additional day at their regular straight-time rate, in lieu of the holiday.

- 28-2. **Additional Holidays:** All employees will receive the first working day before or after (to be designated by the University) Thanksgiving Day and four (4) days between Christmas Day and New Year's Day as additional holidays.

Employees required to work on one (1) or more of the additional holidays will be paid at their regular straight-time rate for that day and will receive an additional day off with pay within the fiscal year, at a time arranged by the supervisor. If such additional time off cannot be arranged, the employee will be paid for an additional day at their regular straight-time rate, in lieu of the holiday.

- 28-3. **Scheduling Work on a Holiday:** The University agrees to attempt to offer each employee the opportunity to work four (4) holidays each year. The service officer, the detective and the police officer assigned to the 8:00 p.m. to 4:00 a.m. shift will not be eligible to work on holidays.

Medical Condition

- 29-1. **Medical Condition Following Leave:** An employee returning from a leave of absence for medical, sickness or personal leave without pay may be required to furnish a physician's statement as to that employee's physical condition and the physician's opinion as to the employee's ability to carry on his/her duties in a normal fashion. If the employee's condition would interfere with the performance of the employee's duties or might result in injury while working or might result in aggravating the condition, the University may refuse re-employment or may place reasonable conditions on re-employment. The University may require employees returning from any leave to see a physician designated by the University.

- 29-2. **Medical Dispute:** In the event of a dispute involving any employee's physical or mental ability to perform that employee's job upon return to work at the University from a layoff or leave of absence of any kind, the parties agree to the following:

- A) If the employee is not satisfied with the determination of the doctor designated by the University, that employee may submit a report from a doctor of that employee's own choosing and own expense.
- B) If the doctors' reports are contradictory, the employee may request that the University arrange a third opinion. The designated doctor of the University and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee. The

decision of the third doctor shall be binding on the parties. The expense of the third party shall be shared equally by the University and the employee.

All references to doctor in the above paragraphs mean a recognized, certified professional in the appropriate field.

29-3. **Physical Examination:** All employees may be required by the University to submit to an annual physical examination for the purpose of determining their ability to carry on their duties in a normal fashion and for the purpose of obtaining a general statement as to the physical condition of the employees. The physical examination shall be conducted by a physician appointed by the University. The cost of such an examination is borne by the University.

29-4. **Medical Information:** When medical verification of absences or return to work is deemed necessary by a department administrator, such medical verification must be secured from the attending physician and must include the following information.

1. Diagnosis
2. Prognosis
3. Treatment plan
4. Why the illness/injury is debilitating
5. The anticipated duration of the debilitating illness/injury
6. Ability to perform employee's work

Due to the sensitive nature of the information provided, the University will treat it confidentially among those who need the information.

Military Leave

30-1. **Short Tour Military Leave:** All employees who belong to the National Guard, Officer's Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular straight time rate, exclusive of all premiums, overtime, etc., if his/her military pay is less. The computation of this difference will be: University pay for the authorized period of time less all military pay and allowances for that period.

Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.

30-2. **Long-Term Military Leave:** The University will comply with appropriate state and federal laws in effect at the time a long-term military leave is granted and/or terminated.

Personal Leave

31-1. **Personal Leave With Pay:** An employee will be given an approved absence not to exceed three (3) days in any fiscal year.

In the first year of hire, any employee hired before January 1 is provided three (3) full days and any employee hired after January 1 is provided one and one-half (1 1/2) days.

This type of leave may be used in units of one (1) hour or more.

31-2. **Personal Leave Without Pay:** Leaves of absence without pay of up to three (3) months may be granted at the discretion of the University for those employees who have been employed on a regular basis. Leaves may be granted for such reasons as, but not limited to, education, settlement of an estate, adoption of a child, serious illness of a member of the employee's family or child care, but not for the purpose of obtaining employment elsewhere. Special consideration will be given to requests to care for a critically ill parent, spouse or child.

Leaves of absence of this type may be extended by the Employer for additional three (3) month periods, but the total leave time shall not exceed one (1) year with notification to the Association.

Sick Leave

32-1. **Grant of Sick Leave Days:** Yearly sick leave allowances are granted to full-time employees based on years of continuous service, determined from their last date of hire, at the University in the following manner:

<u>Years of Service</u>	<u>Gross Sick Leave Days</u>
First fiscal year	14 days
Second fiscal year	25 days
Third fiscal year	37 days
Fourth fiscal year	48 days
Fifth fiscal year	57 days
Sixth fiscal year	130 days

Sick leave days are granted according to the schedule above at

the beginning of the University's fiscal year, provided the employee is not on sick leave at that time. If the employee is on sick leave on July 1, his/her new sick leave grant for the following fiscal year will be credited to him/her upon his/her return to active duty. If the employee's sick leave should be exhausted before he/she returns to active duty, he/she shall be eligible to apply to the Sick Leave Bank for additional days. In no case, however, will sick leave payments be continued past the date on which the employee becomes eligible for long-term disability benefits (see Insurance - Disability). Employees who began work prior to January 1 will receive fourteen (14) days sick leave. Those who start work on or after January 1 will receive seven (7) days sick leave.

Sick leave can be used in units of one-half (1/2) hour or more. Sick leave days do not accumulate.

- 32-2. **Use of Sick Leave Days:** Under the conditions of the sick leave provisions, all employees in the bargaining unit may use their sick leave days for absences due to the physical condition of an employee caused by illness, injury or pregnancy in any month of the year that he/she is scheduled on the payroll.
- 32-3. **Use of Sick Time to Supplement Worker's Compensation:** An employee who is receiving Worker's Compensation benefits due to a work-related injury or illness incurred in the employ of the University may elect to receive sick leave payment concurrently in order to preserve his/her normal weekly income. An employee electing this option will receive full pay from his/her sick leave account until his/her account is exhausted, and during that period will endorse his/her Worker's Compensation checks and deliver them to Worker's Compensation for deposit to the University.
- 32-4. **Medical Statement:** Each employee desiring consideration for sick leave benefits may be required to file with the University either a physician's statement or a sworn affidavit, at the University's election, that the claim for sick leave absence 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.
- 32-5. **Without Pay:** Whenever an employee has used up all earned sick leave credit, such employee will be removed from the payroll until that employee reports back to duty except as provided under the sick leave bank provisions.
- 32-6. **Definitions (applicable to sick leave):**
- A. Working day - any day of the week, provided such day is

a scheduled working day for the employee.

B. Work week - a week for purposes of sick leave shall be interpreted to mean any five (5) days of a regular work week determined by the employee's work schedule.

32-7. **Sick Leave Bank:** A sick leave bank is established for use by employees in their fifth year of service or less. Two (2) sick leave days shall be deducted from the annual sick leave granted to employees in their fifth year of service or less. If any employee should exhaust such employee's grant of sick leave, that employee may withdraw, pursuant to rules for allocation developed by the sick leave committee, from the sick leave days and use them as though they were that employee's sick leave days.

The sick leave bank committee is established and is to be composed of two (2) members appointed by the Union and two (2) members appointed by the University. The sick leave bank committee is responsible for establishing the rules for operating the sick leave bank and for granting permission to withdraw sick leave days from the sick leave bank. A majority vote of the members of the committee is necessary to grant permission to withdraw sick leave days from the sick leave bank.

32-8. **Accumulated Sick Leave Under Former Sick Leave Provisions:** After an employee has used eight (8) sick leave days within a twelve (12) month period, that employee, when desiring consideration for sick leave benefits, shall file with the University a physician's statement stating that the claim of absence for any of the reasons pertaining to sick leave is bona fide, prevented the employee from attending work or the employee was directed not to attend work by the physician as part of the physician's treatment of the employee's condition which prevented the employee from attending work. Until such statement is filed, all absences will be considered as lost time, and the employee's pay will be reduced accordingly. The physician's expense will be the responsibility of the employee claiming sick leave benefits.

32-9. **Abuse of Sick Time:** The Union recognizes that abuse of sick leave or excessive sick leave is grounds for dismissal and other discipline as elected by the University.

32-10. Employees who have used five (5) or fewer sick leave days for each fiscal year ending June 30, 1997, will be awarded two (2) additional days (16 hours) off with pay to be used during the next fiscal year at a time which is mutually agreeable to the University and the employee.

Vacation

33-1. Accrual of Vacation: Employees employed on a twelve-month basis are entitled to:

Twelve (12) days vacation per fiscal year for the first twenty-four (24) months of employment, accrued at the rate of one (1) day per month;

Fifteen (15) days of vacation per fiscal year from the end of the twenty-fourth (24th) month to the sixtieth (60th) month, accrued at the rate of one and one-quarter (1 1/4) days per month; and

Twenty (20) days per fiscal year beyond the sixtieth (60th) month, accrued at the rate of one and two-thirds (1 2/3) days per month.

Employees may not accrue vacation in excess of three hundred (300) hours in accordance with the standard University policy. Vacation time is not accrued during periods when the employee is not on the active payroll.

The University may change the method for accruing vacations provided employees receive the same number of vacation days per year as set forth in this Agreement.

Any employee with less than one (1) year of service whose employment is terminated, automatically loses all right to accumulated vacation time. Employees with one (1) or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that fiscal year up to a maximum of 160 hours. An employee who does not give two (2) weeks notice of termination or retirement will not be paid for his/her unused vacation time upon termination.

33-2. Use of Vacation Time: The use of vacation time is governed by the following conditions:

- A. Vacation will be taken at a time agreeable with both the employee and the University.
- B. When University offices are closed by the administration for holiday or special recess, such time is not deducted from vacation time.
- C. If a holiday falls within an employee's vacation time, that day will not be deducted from the employee's vacation time.
- D. Vacation time may be used in units of one-half (1/2) day

or more.

PAY

Bonus Time

34. Employees who work a football game 1) during a scheduled "long" weekend off or 2) after having worked a midnight (A) shift on the same day will be granted four (4) hours off, with pay, at a time that is mutually agreeable to the employee and the University. All time must be used within the fiscal year that it was granted.

Higher Classification Pay

35. If an employee is assigned by his/her supervisor to a job with a higher rate of pay and the employee is capable of doing the job and the employee works under the assignment for four (4) or more hours in any day, the employee shall receive one dollar (\$1.00) above the patrol officer's rate "C" or one dollar (\$1.00) over his/her current hourly rate, whichever is greater, for hours worked in the higher classification for that day.

Longevity Pay

36. Effective June 28, 1987, the longevity program was eliminated under the following provisions:
- A. All employees hired after June 28, 1987, will not be eligible for any longevity payments.
 - B. Employees employed prior to June 28, 1987, will be grandparented as follows:
 - 1. For those who complete seven (7) years of service in the upcoming fiscal year, twenty-four (24) cents will be added to their base pay at the beginning of the fiscal year.
 - 2. For those who complete thirteen (13) years of service in the upcoming fiscal year, an additional fourteen (14) cents will be added to their base at the beginning of the fiscal year.
 - 3. For those who complete eighteen (18) years of service in the upcoming fiscal year, an additional fifteen (15) cents will be added to their base at

the beginning of the fiscal year.

4. For those who complete twenty-three (23) years of service in the upcoming fiscal year, an additional fourteen (14) cents will be added to their base at the beginning of the fiscal year.

Overtime and Compensatory Time

- 37-1. Overtime Rate:** Time and one half the regular straight-time rate will be paid for all work in excess of eight (8) hours in an employee's work day when the employee has been directed by that employee's supervisor to perform the work.

Time and one half the regular straight-time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week when hours in addition to forty (40) have been worked by an employee upon direction of the employee's supervisor.

- 37-2. Computation of Overtime:** For the purpose of computing overtime pay for over forty (40) hours, the following will apply:

- A. A sick day for which sick leave pay is made will be counted as a day worked.
- B. A vacation day for which vacation pay is received will be counted as a day worked.
- C. A holiday for which holiday pay is received will be counted as a day worked.

For the purpose of computing overtime pay, the employee's straight-time rate (excluding premium pay for overtime) will include shift differential whenever applicable.

- 37-3. Pyramiding of Overtime Prohibition:** Allowance of overtime or premium pay (other than shift differential or higher classification work payment) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

The University agrees that employee daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium.

All overtime shall first be offered to regular full-time employees in the appropriate classification.

37-4. **Overtime Fairness:** Distribution of overtime on a basis giving employees approximately equal overtime hours is a desirable goal. The two (2) parties recognize that in the Public Safety operations, situations do occur which do not always allow for the time needed to obtain absolute fairness in overtime.

- A. Whenever overtime is required, the employee with the least number of overtime hours within the required classification will be called first and so on down the list in an attempt to equalize overtime hours. Probationary employees may be excluded from consideration of overtime at the discretion of the University. Employees on limited duty are excluded from overtime if the overtime requires duties they cannot easily assume due to their current condition, as determined by the University. Employees in other classifications may be called as follows:

PS-1's may work overtime only in his/her group.

PS-2's may work overtime in all groups with one (1) exception. Probationary patrol officers are excluded from consideration from PS-4 overtime unless no other PS-2 is available.

PS-3's (the detective) is not eligible for uniform police officers overtime except when all uniform police officers are on duty or have turned down the opportunity to work the offered overtime.

PS-4's may work in all groups but may work PS-1 overtime only if no PS-2's are available.

- B. Each time an employee is offered overtime, the number of overtime hours worked, or the number of hours refused, will be credited to the employee's overtime total. Employees who refuse overtime on an offer basis and who are later ordered to work, despite their refusal, will have their overtime account credited only for the greater of the amount of overtime hours refused or overtime hours worked in that instance.
- C. The normal maximum employees are permitted to work is sixteen (16) continuous hours, except that in emergencies, they may be required to work more. The University reserves the right to deny an employee schedule changes that would require excessive sixteen (16) hour days in a row.
- D. Employees on vacation, sick leave, personal leave, union leave, military leave and funeral leave shall not be offered overtime.

- E. Employees who change groups, or new employees in any group, will be credited initially with the highest number of individual hours in the group, plus one (1) additional hour. If an employee is serving in an "acting" capacity and has not been permanently assigned to a new group, the employee will be credited initially with the highest number of individual hours in the group plus one (1) additional hour. Upon completion of the "acting" assignment, the employee will be returned to the employee's proper group and credited with the number of hours the employee has accumulated in that group prior to the "acting" assignment plus the number of hours the employee accumulated while serving in the "acting" capacity.
- F. The overtime equalization chart shall be maintained and shall be posted on or before the fifteenth (15th) of each month. On each July 1, all employees will be reduced in hours so that the employees with the lowest number of accumulated hours is zero (0), and all other accounts shall be reduced by the number of hours in that lowest overtime account.
- G. The overtime record of an employee absent due to illness or injury for thirty (30) calendar days or more will be credited with the average overtime hours of all employees by equalization groups as of the date when the employee returns to work, unless, on that date, the employee's overtime record has a greater number of overtime hours than the average of the overtime for employees in that employee's equalization group. This applies to limited duty assignments and temporary assignments as well.

Report In Pay

38. A Shift

When on-duty officers are scheduled for short-term overtime (no more than one (1) hour) between 8:00 a.m. and 10:00 a.m., they should continue to work until the overtime commences. They will receive overtime pay between 8:00 a.m. and the end of the overtime assignment.

If the short-term overtime is scheduled to begin after 10:00 a.m., the officer will be excused at 8:00 a.m. He/she will then receive report-in pay for the overtime.

C Shift

When officers are scheduled for overtime within three (3)

hours of their regular shift, they should request overtime only for the time between the beginning of the overtime event and the beginning of their shift.

When an officer's participation is no longer required for an overtime event, he/she will be required to report to Public Safety to work the remainder of the time for which overtime is to be paid.

When off duty officers are called in for overtime not in conjunction with their shifts, as shown below, they will be paid three (3) hours pay at time and one-half.

A shift - Before 9:00 p.m. and after 10:00 a.m.
B shift - Before 5:00 a.m. and after 6:00 p.m.
C shift - Before 1:00 p.m. and after 2:00 a.m.

Retirement

- 39-1. Retirement Program:** All employees are covered under the Michigan Public School Employees Retirement System. The University pays the contribution under Section 21 of the Public School Employees Retirement Act (MCLA 38.721) except for any employee contribution required under the Member Investment Plan.

Employee first hired on or after January 1, 1990, and returning members who did not work between January 1, 1987, and December 31, 1989, will automatically be provided with MIP membership. Three (3) to four (4) years after the initial date of hire, a member may irrevocably elect to discontinue participation in the MIP, pending IRS approval. For additional information, contact the Compensation & Benefits office.

- 39-2. Mandatory Retirement:** All employees shall retire not later than the fiscal year in which they attain the age of sixty-five (65). The University may grant extensions of service beyond the mandatory retirement age for indefinite periods not to exceed one (1) year each.

- 39-3. Retirement Service Award:** Employees employed by the University in the bargaining unit, who are on the payroll or on leave of absence prior to August 1, 1976, who retire at age sixty (60) or above with ten (10) years of service at the University, shall receive a Retirement Service Award and one and one-half percent (1.5%) of the employee's annual base salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.

Shift Differential

40. Employees will be paid twenty-five (25) cents per hour for each hour they work on second shift as additional compensation and shall be paid thirty-five (35) cents per hour for each hour they work on third shift as additional compensation. Such differential is to be added to the total wages, does not increase the hourly rate and will be paid only for the hours worked on the respective shifts.

Travel Time

41. All hourly employees who are required to travel for work-related purposes (except for travel to and from work) shall be paid their regular hourly rate for the time spent in travel. If the employee has already been paid for forty (40) hours of work for the work week, travel time will be paid at one and one-half (1 1/2) times the employee's regular hourly rate.

Wages

42. The wage schedule for minimum and maximum salaries by pay level shall be as set forth in this article. Employees promoted shall be brought at least to the minimum salaries set forth at the pay level to which the promoted employee's new classification is allocated.

WAGE SCHEDULE			
1993-94			
PAY LEVEL	RATE A HOURLY RATE	RATE B HOURLY RATE	RATE C HOURLY RATE
PS-1	\$ 8.02	\$ 9.31	\$10.80
PS-2	\$11.25	\$13.04	\$15.12
PS-3	\$15.12	\$15.88	\$16.67
PS-4	\$15.71	\$16.50	\$17.31

WAGE SCHEDULE

1994-95

PAY LEVEL	RATE A HOURLY RATE	RATE B HOURLY RATE	RATE C HOURLY RATE
PS-1	\$ 8.26	\$ 9.59	\$11.12
PS-2	\$11.59	\$13.43	\$15.57
PS-3	\$15.57	\$16.36	\$17.17
PS-4	\$16.18	\$17.00	\$17.83

WAGE SCHEDULE

1995-96

PAY LEVEL	RATE A HOURLY RATE	RATE B HOURLY RATE	RATE C HOURLY RATE
PS-1	\$ 8.51	\$ 9.88	\$11.45
PS-2	\$11.94	\$13.83	\$16.04
PS-3	\$16.04	\$16.85	\$17.69
PS-4	\$16.67	\$17.51	\$18.36

WAGE SCHEDULE			
1996-97			
PAY LEVEL	RATE A HOURLY RATE	RATE B HOURLY RATE	RATE C HOURLY RATE
PS-1	\$ 8.77	\$10.18	\$11.79
PS-2	\$12.30	\$14.24	\$16.52
PS-3	\$16.52	\$17.36	\$18.22
PS-4	\$17.17	\$18.04	\$18.91

Percent Adjustments

The wage rates will be improved as follows:

1993-94	3.0%
1994-95	3.0%
1995-96	3.0%
1996-97	3.0%

with the understanding that the 1993-94 improvement is to the structure only with no retroactive pay. The 1994-95 increase will be effective upon ratification.

Rate "A" of PS-1, PS-2 and PS-3 pay levels applies to an employee who has completed up to two (2) years of relevant experience. Rate "A" of PS-4 pay level applies to a new hire, external to Central Michigan University, who has completed up to two (2) years of relevant supervisory experience. Rate "A" of PS-4 pay level also applies to the internal promotion of an employee who is at Rate "A" or "B" of the PS-1, PS-2 or PS-3 pay levels.

Rate "B" of PS-1, PS-2 and PS-3 pay levels applies to an employee who has completed at least two (2) years but less than four (4) years of relevant experience. Rate "B" of PS-4 pay level applies to a new hire, external to Central Michigan University, who completed at least two (2) years but less than

four (4) years of relevant supervisory experience. Rate "B" of PS-4 pay level also applies to an internal promotion of an employee who is at Rate "C" of the PS-1, PS-2 or PS-3 pay levels.

Rate "C" of PS-1, PS-2 and PS-3 pay levels applies to an employee who has completed at least four (4) years of relevant experience. Rate "C" of PS-4 pay level applies to a new hire, external to Central Michigan University, who has completed at least four (4) years of relevant supervisory experience. Rate "C" of PS-4 pay level also applies to an internal promotion of an employee who is at Rate "C" of the PS-1, PS-2 or PS-3 pay level and has completed at least two (2) years of supervisory experience.

PS-4 Sergeants move from Rate "A" to Rate "B" after one (1) year at Rate "A" and move from Rate "B" to Rate "C" after one (1) year at Rate "B".

Experience, as used herein, is that work experience accumulated by an employee before and/or during Central Michigan University employment.

All rate change adjustments will be made at the beginning of the fiscal year following completion of the experience requirements above in this article.

WORK ASSIGNMENTS/SCHEDULES

CLASSIFICATIONS

- 43-1. **New or Changed Classifications:** In the event a new classification is established or an existing classification is changed, the University shall assign it to a pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with existing classifications.

The following procedures will be followed whenever a new or changed classification is assigned to a pay grade:

- A. The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job contents sufficiently to identify the classification.
- B. Upon receipt of the University's classification description, two (2) representatives of the Union may meet with representatives of the University to discuss a new or changed classification and placement on the wage

schedule.

C. The parties will meet to discuss whether a position or classification change is a lateral transfer or promotion and the methods by which an employee may apply for the position.

43-2. **Definition of an Officer:** As used in this Agreement, the term "officer" means a member of the bargaining unit as described in the recognition provision.

43-3. **Definition of a Probationary Employee:** New employees hired into the Department of Public Safety shall be considered as probationary employees for the first year of their continuous employment. When an employee successfully completes the probationary period, the employee shall be entered on a seniority list of the Department and shall be credited with full seniority for continuous service from the latest date of hire into the bargaining unit including the probationary period. There shall be no seniority among probationary employees. Discharge or discipline of probationary employees is not grievable under this Agreement.

LAYOFF

44-1. **Layoff:** When a decrease or reallocation in the work force is made, resulting in layoff of regular employees, the following procedure shall be followed:

A. The University shall designate those positions which are to be vacated by reason of a layoff. Employees to be laid off for an indefinite period of time will have at least seven (7) days written notice of layoff.

B. In the event of layoffs or reduction in the work force, all temporary, provisional and probationary employees shall be laid off before any regular full-time employees.

C. The layoff of temporary, provisional, probationary and regular employees in the same classification shall be in the inverse order of seniority with the following exceptions.

D. An employee who so requests, should in lieu of layoff, be transferred or demoted, conditioned upon ability to perform the work available, in the following order of priority:

1. To a vacancy in the same classification.

2. To replace an employee with the least seniority in

the employee's same classification.

3. To a vacancy in the employee's classification series assigned to the next lower pay level within the department.
 4. To replace the least senior employee in the employee's classification series at the next lower pay level within the employees seniority group.
- E. An employee who is laid off will have his/her name remain on the eligibility list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
- F. A Sergeant with seniority to be laid off will be transferred to a vacant Public Safety officer position. If there is no vacancy, they will displace the least senior Public Safety Officer, provided the Sergeant has greater seniority than the Public Safety Officer.

- 44-2. Recall Process:** An employee with seniority who has been laid off pursuant to the provisions of the above sections, shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure contained in the above section.

Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, the employee shall be considered a quit. Extensions may be granted by the University in proper cases.

Employees recalled after a layoff which lasted for one (1) year or more may be required to successfully pass a physical examination at the University's expense before the return to work.

LIMITED DUTY ASSIGNMENTS

45. Limited duty assignments will be discussed with the Union on a case-by-case basis.

PROMOTIONS/SELECTION

- 46-1. Announcement of Vacancies:** Vacancies within the bargaining unit will be announced by Employment in the CMU Faculty/Staff Newsletter and posted on a bulletin board outside Employment and on a Public Safety departmental bulletin board five (5) weekdays (excluding holidays) before they are filled.

46-2. **Trial Period:** Internal bargaining unit applicants, who have been promoted shall be granted a trial period of thirty (30) calendar days to determine:

- A. The employee's ability to perform the work and,
- B. The employee's desire to remain in the position.

During the trial period, the employee shall have the opportunity to revert back to the employee's former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee by the University with a copy provided the Union if the employee so requests. The matter may then become a proper subject for the grievance procedure.

46-3. **Promotion/Selection to Detective:** We agreed that probationary employees will not be considered for this vacancy.

46-4. **Promotion/Selection to Sergeant:** The promotion process for Sergeants will be as follows:

- A. The Union shall have the opportunity to designate one (1) member of the three-person external review board. This person shall be a University administrator or faculty member and shall be acceptable to the University.
- B. The promotion/selection decision shall be based on the following weighted criteria:

Test	20%
External Board	30%
Internal Board	40%
Evaluation	10%

- C. Based upon the procedure outlined above, when two (2) internal bargaining unit applicants have equal qualifications in the opinion of the University and are considered the best qualified among all internal or external applicants, the most senior employee shall receive the promotion.
- D. Nothing in this procedure shall be construed to deny the University of its right to select the best candidate, internal or external, for the vacancy.

SHIFTS

47-1. **Shift Hours:** The shift hours shall be as follows:

First Shift	8:00 a.m. to 4:00 p.m.
Second Shift	4:00 p.m. to 12:00 midnight

Third Shift
Fourth Shift

12:00 midnight to 8:00 a.m.
8:00 p.m. to 4:00 a.m.

- 47-2. **Shift Coverage:** Regular shifts are to be covered on an overtime basis only in order to maintain a minimum of two (2) police officers on patrol on all shifts except the daytime shift or on any shift on a holiday. However, with respect to the A and C shifts on holidays, the one-officer minimum would be utilized only when extenuating circumstances exist.

If a vacancy occurs on any weekend shift or on the 4:00 p.m. to 12:00 midnight or 12:00 midnight to 8:00 a.m. shifts on weekdays, on-duty student service employees or police officers are to be assigned to cover the desk. Police officers are to be used only when such use would not create an overtime situation for a police officer on patrol.

If there are only the minimum number of police officers on patrol, and a dispatcher is unable to work, and no student employees are available, then all off-duty dispatchers shall be offered overtime in the regular manner. If no dispatcher is available for overtime, then a police officer may be offered the overtime. If a police officer is on duty as a dispatcher and no other on-duty employees are available, then he/she shall take telephone or walk-in investigation reports as time permits.

Special events such as concerts may be covered to the extent personnel were originally scheduled. This shall be the policy when the overtime is reimbursed by the special event group.

Special events such as University athletic events will be covered with overtime at the discretion of the Director or the Captain.

Economic or budgetary changes can lead to alteration of this order.

- 47-3. **Shift Distribution:** The distribution of shifts giving employees approximately equal duty on all shifts is a desirable goal. The two (2) parties recognize that in the Public Safety operations, situations do occur which do not always allow for the time needed to obtain absolute fairness or equality of shift distribution. The University will attempt to carry out the goal of equal shift duty.

- 47-4. **Posting Schedules:** The University agrees to post a six (6) week schedule -- two (2) firm, four (4) information. The University will not dictate a split shift more than three (3) times per year for each employee. Any additional splitting of shifts must be by mutual consent.
- 47-5. **Shift Selection:** Generally speaking, shift preference will be determined on a bidding basis, by seniority. As management, however, we do retain the right to deviate if it is felt necessary--if work performance becomes substandard or if the administration feels it is necessary.

For three (3) consecutive terms for which an employee has not voluntarily bid to change his/her shift, the University reserves the right to rotate that employee to a two (2) week assignment on one (1) of the other two (2) shifts. When only one (1) person is involved and there are no employees with less than two (2) years, and in the event rotation is necessary for the two (2) week period, volunteers will be sought. In the event no one volunteers to change, the lowest seniority person will change opposite the intended person.

Patrol Officers will be allowed to bid for a "permanent" schedule for each term. The three (3) shift terms will be:

- a. Fall Term - August to December
- b. Winter Term - January to May
- c. Summer Term - May to August

The bidding will be conducted three (3) months before the first day of the terms.

Probationary employees may participate in the bidding process in order to make their preferences known; however, management retains the right to place probationary employees on shifts either at the beginning or the end of the bidding process in order to assure that probationary employees are spread among experienced employees.

As in the past, management retains the right to schedule employees as necessary. While it would be generally our intent to follow the straight shift pattern of midnight to 8:00 a.m., 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to midnight; we may find it necessary to alter that schedule in order to accommodate something similar to the 8:00 p.m. to 4:00 a.m. shift.

With regard to female employees in sexual assault cases, the Police Officers Association and the DPS administration recognize that from time to time, a female employee's presence is required. As such, female employees called in on overtime to handle these types of incidents will be done outside of the

normal call-in overtime provisions and will be beyond the grievance process with regard to the call in.

- 47-6. **Schedule Change:** In the event that a permanent schedule change in hours, days or weeks is seriously contemplated, the University will call for a special conference before implementing the schedule change.
- 47-7. **Shift Trading:** Shift trading will be governed by the following:
- A. Shift trade request forms must be completed without markovers or erasures.
 - B. Trades must be authorized in advance by an administrative employee and will not be unreasonably withheld.
 - C. Trades not routinely cross classification lines.
 - D. Trades will not generate overtime, (i.e., a court appearance or other commitment that would have taken place during a scheduled work period cannot become an overtime "call-in" situation as a result of a trade. If a request of this type was approved, it is understood that the employee would fulfill his/her responsibility at no additional cost to the Department).
 - E. A trade may not result in temporary or probationary employees working together unless a regular, non-probationary employee or sergeant is working.
 - F. If an employee who has agreed to work the shift of another employee does not appear, he/she may be held responsible, depending, of course, on the circumstances.
 - G. When a supervisor is not on duty, the highest seniority police officer will act as a supervisor, irrespective of whether he/she is working as a result of a trade. However, the employee who would have received the higher classification pay prior to the trade will still be paid just as if he/she had worked as an acting supervisor.
 - H. Responsibility for keeping a record of time owed to one (1) police officer by another will rest with the employees involved.
- 47-8. **Special Events:** If there are security personnel required for the Home Show, the White Tail Deer Conference or the Wares Fair, the University will offer this work to the bargaining unit.

MISCELLANEOUS

EQUIPMENT

48. The University will provide such vehicles, equipment and supplies as it deems necessary as to enable employees to discharge their duties and assignments effectively. In addition, the University will make all reasonable efforts to maintain appropriate standards of safety and operating efficiency in regard to such vehicles and equipment. Problems with safety standards may be addressed directly with the Lieutenant or Captain who will take appropriate action to resolve the problem(s).

It is hereby agreed by the University that the Union may make suggestions concerning the types of equipment and options the University may wish to consider when ordering such vehicles.

PARKING

49. Employees (after registering their motor vehicles and properly displaying the parking decals provided by the University) may park under University regulations in the University parking system. Those driving more than one (1) motor vehicle must register and pay registration fees for each additional vehicle. Employees agree to abide by the University Parking and Traffic Ordinance.

The University agrees to furnish annually the amount of fifty (\$50) dollars toward the expense of registration and parking decals for one (1) motor vehicle for each employee in the bargaining unit.

TUITION

50. The University offers a tuition plan which allows the employee, spouse, and/or dependent children to use up to six (6) credit hours per semester for a maximum of twenty-four (24) hours per year. (See program details in Attachment II.)

UNIFORMS

51. The University will provide an allotment of \$3,500 for the purpose of cleaning and maintaining employees' uniforms to be used in the manner designated by the Uniform Committee, which shall include \$500 for clothing, cleaning and maintenance for the detective to be distributed in the manner designated by the Uniform Committee. The balance which is not used during

the fiscal year will be applied to the next year's allotment.

The Uniform Committee shall consist of two (2) employees appointed by the Union, the Director of the Department of Public Safety and the Assistant Director of Employee Relations or his/her designee. The Committee shall consider and decide how the allotment for cleaning and maintaining uniforms shall be used and shall discuss any other problems in connection with uniforms. The Committee will be chaired by the Director of the Department of Public Safety or his/her designee and the Committee will meet at least once a year.

Each uniform employee will be able to purchase approved uniform shirts, pants and shoes for up to a total annual cost of \$300 per person. Orders for uniforms will be coordinated by the University and ordered once a year. As needed and upon approval by the University, the uniform/equipment items will be provided.

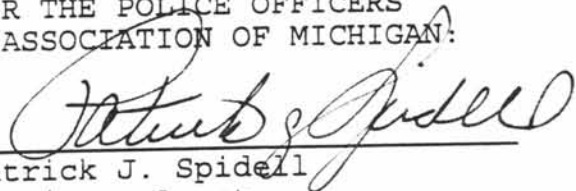
Upon termination, all uniforms (excluding shoes) will be turned into the University.

PUBLIC RELATIONS

52. Employees are expected to make public relations talks to segments of the University community. It is the University's intent to consider first those employees scheduled to work at the time of the public relations speech; however, the University retains the right to assign each public relations speech to the employee it deems appropriate. If the employee assigned is not scheduled to work at the time the speech is scheduled to be given, and they give the speech, they will receive a minimum of two (2) hours overtime or the length of the presentation, whichever is greater. Compensation will be either overtime pay or compensatory time off at the discretion of the employer.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of February, 1995.

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN:

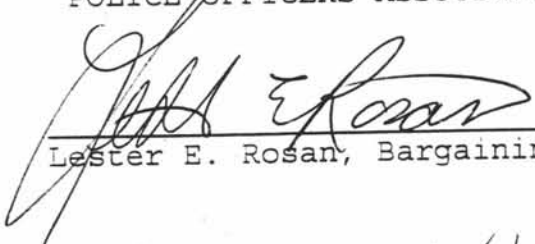

Patrick J. Spidell
Business Agent


FOR CENTRAL MICHIGAN UNIVERSITY:


Leonard E. Plachta, President


James B Wood, Assistant Director
Employee Relations

FOR CENTRAL MICHIGAN UNIVERSITY
POLICE OFFICERS ASSOCIATION:


Lester E. Rosan, Bargaining Committee


Janice M. Klein, Bargaining Committee

LETTER OF AGREEMENT

Evaluations

During negotiations leading to the 1993-1997 Agreement, the parties discussed the evaluation form used by the University to evaluate Public Safety officers'/Sergeants' performance.

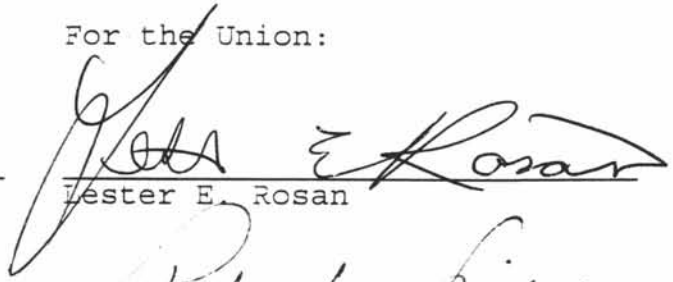
The parties have agreed to each contacting other law enforcement agencies for the purpose of securing sample forms used by them.

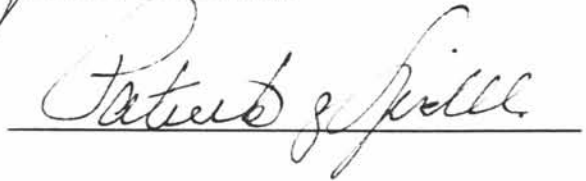
Sample forms will be jointly shared, and thereafter, the parties agree to meet during the life of this Agreement to attempt to improve the current evaluation form used for this bargaining unit.

For the University:

For the Union:


James B Wood


Lester E. Rosan



Previously undated

Date: 2/20/95

Date: _____

LETTER OF AGREEMENT

Flexible Benefits

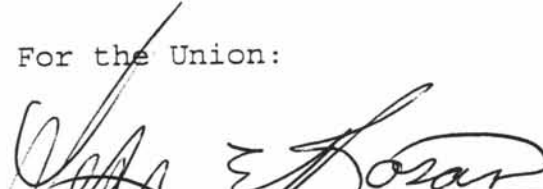
POAM employees will enroll in CMU Choices as soon as the University can accommodate the enrollment. The University contribution levels in flex will be as detailed in the tentatively agreed package.

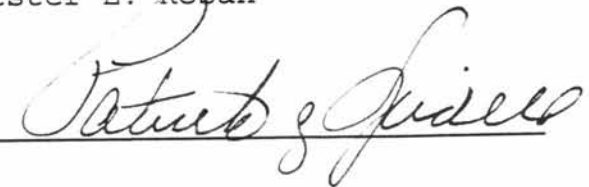
The language in the tentatively agreed package will be modified to be consistent with the provisions of CMU Choices.

For the University:

For the Union:


James B. Wood


Lester E. Rosan


Robert J. Jones



University Contribution for Insurance POAM Employee Group					
	<i>92-93 Univ Contrib</i>	<i>93-94 Univ Contrib (Up To)</i>	<i>94-95 Univ Contrib (Up To)</i>	<i>95-96 Univ Contrib (Up To)</i>	<i>96-97 Univ Contrib (Up To)</i>
Health Insurance		5.0%	5.0%	2.5%	2.5%
One Person	\$131.55	\$138.13	\$145.03	\$148.66	\$152.38
Two Person	\$273.17	\$286.83	\$301.17	\$308.70	\$316.42
Family	\$317.11	\$332.97	\$349.61	\$358.35	\$367.31
No Plan -- in Flex (increase in no plan with flex)	\$0.00	\$0.00	\$70.00	\$70.00	\$70.00
Dental (1994-95 up to effective date of flex is at \$17.01)				2.5%	2.5%
One Person	\$22.10		\$23.22	\$23.80	\$24.40
Two Person	\$22.10		\$23.22	\$23.80	\$24.40
Family	\$22.10		\$23.22	\$23.80	\$24.40
No Plan -- in Flex (increase in no plan with flex)	\$0.00	\$0.00	\$10.00	\$10.00	\$10.00
Life Ins	\$0.22	\$0.22	7/93 contrib.	7/93 contrib.	7/93 contrib.
Vision			Elim & + 6.76 to Hlth Contr 1p, 2p, f	NA	NA
Disability		\$6.94 .269/\$100		7/94 contrib.	7/94 contrib.

NO RETROACTIVITY

CENTRAL MICHIGAN UNIVERSITY
FACULTY/STAFF TUITION PLAN

PURPOSE

This Tuition Plan is intended to provide eligible faculty and staff members and their spouses and dependent children with the opportunity of furthering their career development as well as pursuing their avocational interests, and to enrich the retirement experience for University retirees by making University undergraduate courses available to them at reduced cost.

I. The provisions of the plan for undergraduate courses are currently governed by section 117(d) of the Internal Revenue Code.

A. PROVISIONS OF PLAN FOR ACTIVE EMPLOYEES TAKING UNDERGRADUATE COURSES

1. The privilege of participation in the plan is extended to all regular and provisional employees, whether located on or off campus, and temporary faculty members who are at least 3/4 time.
2. The plan applies to all courses offered for credit by the University, by whatever means and in whatever location they may be offered. Courses offered by an institution affiliated with but not part of the University are not considered University courses.
3. The plan waives course fees not exceeding the regular on-campus tuition charged Michigan residents for undergraduate credit hours. Any special or incidental fees, such as the non-refundable registration fee, music fee, parking fee, etc., and any tuition costs in excess of on-campus tuition must be paid by the employee. Fees waived under this plan are not included as taxable income to the employee.
4. The plan applies to all courses regardless of when offered provided that:
 - a. The immediate supervisor agrees to allow the employee to attend the class, if during working hours, and
 - b. All time lost in attending classes is made up or vacation or personal time is used.
(To assist in meeting Provision 4.b., an exception to the regular vacation utilization policy is allowed. This exception allows

employees, with the approval of their supervisor, to take vacation in increments of less than one-half day but not less than one hour.)

5. Participants with appointments of more than half-time (51% - 100%) are limited to not more than six (6) credits in any one semester or session, with a maximum of twenty-four (24) credits in any twelve (12) month period.
6. Participants employed on a half-time (50%) basis are limited to three (3) credits in any one semester or session with a maximum of twelve (12) credits in any twelve (12) month period.
7. To enroll in University courses under this program participants should follow the procedures stated in the Course Offering Guide or Class Schedule. Participants must:
 - a. Be admitted to the University as an undergraduate or graduate student.
 - b. Have paid the non-refundable registration fee.
 - c. Complete an Eligibility Certification Form at the Faculty/Staff Benefits Office.
 - d. If Pre-registering, registration should be completed and the fee card received before completing the Eligibility Certification Form. The form and the fee card should then be presented to Receivable Accounting by the due date. If registering at delayed or late registration, the approved Eligibility Certification Form must be presented to Receivable Accounting personnel at time of registration.

B. PROVISIONS OF PLAN FOR RETIRED EMPLOYEES TAKING UNDERGRADUATE COURSES.

1. To be considered a retiree for purposes of this plan, an individual must meet the definition of retiree adopted by the University and have been eligible, under the rules of the Michigan Public School Retirement System, to begin receiving a retirement allowance immediately after termination of employment.
2. All foregoing provisions of the plan for active employees apply to retired employees, except for the following:
 - a. The retired employees' plan applies only to on-campus undergraduate courses.
 - b. Retirees who are not interested in receiving credit for a particular course may arrange with the instructor to "sit in",

without formally registering. However, this arrangement depends on room being available in the class without displacing a tuition-paying student. Likewise, it cannot be done in courses which required special fees for field trips, special equipment, supplies, etc.

- c. The plan does not apply to spouses and dependent children of retirees.

C. PROVISIONS OF PLAN FOR SPOUSES AND DEPENDENT CHILDREN OF ACTIVE EMPLOYEES TAKING UNDERGRADUATE COURSES

(Applies to Administrative/Professional, Off-Campus, Public Broadcasting, Public Safety Officers, Regular Faculty, Senior Officer, Clerical, and Supervisory/Technical Employees)

1. In any semester in which an employee does not enroll for courses or enrolls for fewer credits than allowed, the employee's spouse and/or dependent children may enroll for courses to the extent of the unused credit allowance. If both parents are employees of the University the allowance available to their dependent children will be the sum of the unused allowances of the parents. (Example: A child's parents are both more-than-half-time employees. Neither parent enrolls for courses in a particular semester, leaving a total unused allowance of twelve (12) credits. The child can use both parents unused allowances and enroll for up to twelve (12) credits. However, if the parents in this example had two children the two children together could enroll for a maximum of twelve (12) credits, whether six (6) and six (6), nine (9) and three (3), or one child could use the full twelve (12).
2. If an employee will have an unused credit allowance in a particular semester which will be used by a spouse and/or dependent child, the employee and dependent must both sign the eligibility certification form to indicate that the employee is aware of how his/her allowance is being used.
3. Dependent children will include sons, daughters, step-sons, step-daughters, and legally adopted sons and daughters for purposes of this plan. They must be claimed as dependents for income tax purposes.
4. The dependency of a child of divorced parents for purposes of Sec. 117(d) is determined under the support requirements test of Sec. 152(e) of the Internal Revenue Code. As long as the child is a dependent of one of the parents, the child qualifies as the employee's dependent for the tuition waiver plan.

D. RESTRICTIONS

1. This plan is provided by the University as a privilege and benefit for employees, spouses and dependent children of employees and retirees. Abuse of the plan by an individual may result in loss of the privilege of participation. An example of abuse would be repeated enrollment in the same class or classes after failing to earn credit, indicating lack of a serious commitment to furthering his/her education. The academic progress of spouses and dependent children will be monitored by the Office of Financial Aid.
2. Spouses or dependent children who also are appointed as Graduate Assistants are not eligible to receive the Faculty/Staff Tuition Waiver benefit at the same time. Any tuition specific scholarship or award will be applied before the Faculty/Staff Waiver. In no event will an employee, spouse, or dependent child be eligible to receive a cash refund as a result of the entitlement to the Faculty/Staff Tuition Waiver Plan.

II. The provisions of the plan for graduate courses.

A. PROVISIONS OF PLAN FOR ACTIVE EMPLOYEES TAKING GRADUATE COURSES

All of the provisions of the plan for undergraduate courses apply to graduate courses except for the following:

1. This plan is not currently available on a tax-exempt basis.
2. The plan waives course fees not exceeding the regular on-campus tuition charged Michigan residents for graduate credit hours. Additional costs are the responsibility of the employee.
3. Graduate courses are defined as any course taken after the attainment of a Bachelor's degree or equivalent or for which you receive graduate credit.
4. The monetary equivalent of the course(s) will be added to the employee's earnings, applicable payroll taxes withheld, and the full amount of the tuition deducted from the same check. The tuition will thus be included as taxable income in the employee's W-2 form at the year-end.

B. PROVISIONS OF PLAN FOR SPOUSES AND DEPENDENT CHILDREN OF ACTIVE EMPLOYEES TAKING GRADUATE COURSES

1. Graduate courses (see definition II A.3 above) taken by spouses and dependent children are not available on a tax-exempt basis under present law. Consequently, the amount of any tuition waived for graduate courses taken by dependents will be treated as taxable income to the employee and processed in the manner described A.3 above.
2. See Section I.C. for the definition of dependent children.
3. The restrictions of Section I.D. apply.

September 14, 1993

Mr. Pat Spidell
POLICE OFFICERS ASSOCIATION
OF MICHIGAN
Suite 103
28815 W. 8 Mile Rd.
Livonia, MI 48152

RE: Conversion of Vacation to Personal Leave

Dear Mr. Spidell:

Please be advised effective October 1, 1993, the University will be discontinuing the policy permitting employees covered by the Central Michigan University (CMU) and Police Officers Association of Michigan (POAM) Agreement to convert vacation time to personal leave.

Very truly yours,

David W. Hershey
Assistant Director
Employee Relations

DWH/cam

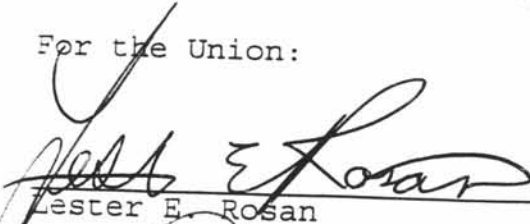
GRIEVANCE SETTLEMENT

The Longoria grievance will be resolved by the University paying the employee the difference between wages received from July 1, 1993, and July 1, 1994, and the rate C PS-2 pay level.

For the University:

For the Union:


James B Wood


Lester E. Rosan



Previously undated

Date: 2/20/95

Date: _____

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