

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 PROCEEDING**

Panel Chairperson: Charles Ammeson

In the matter between:

Case No. 24-F-1219-CB

Central Michigan University,

Employer,

-and-

**Michigan Fraternal Order of Police Labor
Council,**

Union

<p>RECEIVED STATE OF MICHIGAN</p> <p>Employment Relations Commission Detroit Office</p>

ACT 312 ARBITRATION PANEL'S DECISION AND AWARD

The Parties, Central Michigan University (Employer) and the Michigan Fraternal Order of Police Labor Council (Union), are involved in an Act 312 matter, pursuant to Public Act 312 of 1969, as amended (MCL 423.231, *et seq*).

WHEREAS, due to the limited items at issue per the Union's Petition for Arbitration in the above-captioned matter, the Parties have agreed to summarily submit those items to the Panel comprised of Charles Ammeson, David Malinowski, and Robert Boonin (collectively, the "Panel");

WHEREAS, the parties, through their advocates, presented last best offers and their arguments for their positions during panel sessions held from June 15 through June 30, 2025;

WHEREAS the Parties' last best offers aligned as to all issues below except issue 2, 3 and 5;

WHEREAS the Chairperson opines as to his determination regarding issues 2, 3 and 5 as follows:

Regarding Issue 2, the Chairperson observes that ability to pay was not made an issue, and agrees that retroactivity should be allowed to July 1, 2024, the Chairperson determining that failure to timely agree by prior CBA expiration was no more the fault of one party than the other. As such, basic fairness marshals in favor of retroactivity and adopts the Union last best offer.


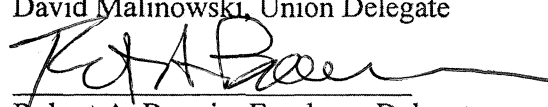
Regarding Issue 3, the Chairperson observes that the Union last best offer provides for an overall wage increase for Steps A and B, certainly consistent with present economic conditions. Although the increase for Step C is more substantial than and varies from Step A and B, the Chairperson concurs that the Union last best offer, taken as a whole is, is more consistent with present economic conditions and appears most acceptable to the Union membership, even though it offers differential wage increase as opposed to the Employer's last best offer.

Regarding Issue 5, the Chairperson observes that the Parties have historically agreed to wage increase parity with P&A staff in 2023 and 2024. The Parties last best offers regarding 2025 and 2027 also align and provide wage increase parity for 2025 and 2027. Because the parity increase has worked for 2 of the 3 years before 2024, and is agreed as workable for 2 of the 4 years (2025 and 2027) since 2024, the Chairperson is persuaded that the Union's last best offer for parity increase for 2026 (Issue 5) is the most workable and consistent with economic conditions and the parties' expectations.

ACCORDINGLY, as to each and every issue the Parties asked the Panel to resolve, the following applies:

I. Duration.

Decision: The collective bargaining agreement shall go into effect as of the date of this Award and shall continue through June 30, 2028.

<u>Charles Ammeson</u>		
Charles Ammeson, Chair	Date: June 30, 2025	
<u></u>	Agreed <input checked="" type="checkbox"/>	Dissent <input type="checkbox"/>
David Malinowski, Union Delegate		
<u></u>	Agreed <input checked="" type="checkbox"/>	Dissent <input type="checkbox"/>
Robert A. Boonin, Employer Delegate		

II. Retroactivity

Decision: Wage adjustments for the period July 1, 2024 through June 30, 2025, shall be made retroactively to July 1, 2024.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

[Signature]
David Malinowski, Union Delegate

Agreed X Dissent _____

[Signature]
Robert A. Boonin, Employer Delegate

Agreed _____ Dissent X

III. Wages for the period July 1, 2024 through June 30, 2025

Decision: To each step of the July 1, 2023 through June 20, 2024 base wage scale in the expired collective bargaining agreement, increase those base wages by \$1.00 and then increase further by the increase provided to the University's P&A staff of 2.50%, with the new wages for this year for each step being:

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
\$26.69	\$28.83	\$31.99

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

[Signature]
David Malinowski, Union Delegate

Agreed X Dissent _____

[Signature]
Robert A. Boonin, Employer Delegate

Agreed _____ Dissent X

IV. Wages for the period July 1, 2025 through June 30, 2026

Decision: Base wages are to increase by the same percentage made to the base wages of the University's P&A staff effective July 1, 2025.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

[Signature]
David Malinowski, Union Delegate

Agreed X Dissent _____

[Signature]
Robert A. Boonin, Employer Delegate

Agreed X Dissent _____

V. Wages for the period July 1, 2026 through June 30, 2027

Decision: Base wages are to increase by the same percentage made to the base wages of the University's P&A staff effective July 1, 2026.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

David Malinowski

David Malinowski, Union Delegate

Agreed X

Dissent

Robert A. Boonin

Robert A. Boonin, Employer Delegate

Agreed

Dissent X

VI. Wages for the period July 1, 2027 through June 30, 2028

Decision: Base wages are to increase by the same percentage made to the base wages of the University's P&A staff effective July 1, 2026.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

David Malinowski

David Malinowski, Union Delegate

Agreed X

Dissent

Robert A. Boonin

Robert A. Boonin, Employer Delegate

Agreed X

Dissent

VII. Retention Rates

Decision: The Retention Rates for officers shall be per the following:

Patrol Retention Rate 1 \$1.00/hour above Rate C
(32.99)

Patrol Retention Rate 2 \$2.00/hour above Rate C
(33.99)

The terms for receiving the retention rate shall be:


Rate 1 – At least 5 years contiguous Central Michigan University service, but less than 10 years of service.

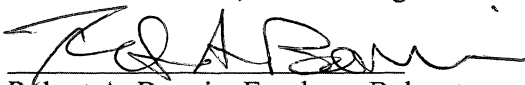
Rate 2 – 10 or more years of contiguous Central Michigan University service.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025



 David Malinowski, Union Delegate Agreed Dissent ____

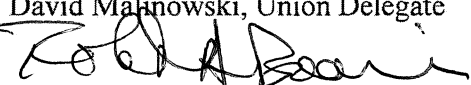

 Robert A. Boonin, Employer Delegate Agreed Dissent ____

VIII. Retroactive Health Care Premiums

Decision: The University's contributions to the health care premiums for the period July 1, 2024 to the execution date of this Award shall be made retroactively to July 1, 2024.


 Charles Ammeson, Chair Date: June 30, 2025


 David Malinowski, Union Delegate Agreed Dissent ____


 Robert A. Boonin, Employer Delegate Agreed Dissent ____

VIII. Funeral Leave

Decision: No changes to the funeral leave provision in the expired agreement shall be made other than amending the associate subparagraphs to read:

- (i) An officer will be given leave of absence with pay, not to exceed three (3) standard days (i.e. 24 hours if on 8-hour shifts, 36 hours if on 12-hour shifts) per occasion, at least one (1) day of which is to attend the funeral) in case of death of any of the following relatives:
 - (a) Spouse, children
 - (b) Brother, sister, brothers-in-law, sister-in-law
 - (c) Parents, stepparents, foster parents, father-in-law, mother-in-law, sons-in-law, daughters-in-law, grandparents, spouses' grandparents, grandchildren
 - (d) Relatives living in the Officer's household or official designated other eligible individuals (OEI).

and

- (iv) Supervisors are responsible for ensuring appropriate usage of funeral leave by an employee. An employee may request additional time off in connection with an

approved request for funeral leave. Such request shall not be unreasonably denied. If approved, the employee may use accrued vacation, personal, comp time, or time from the officer's holiday bank to cover the additional time off.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

[Signature]

Agreed Dissent _____

David Malinowski, Union Delegate

[Signature]

Agreed Dissent _____

Robert A. Boonin, Employer Delegate

IX. Shift Differential

Decision: The Shift Differential provisions in the expired agreement, respectively, shall be amended to read:

9. Shift Differential

1. Bargaining unit members on 12-hour shifts will be paid fifty (50) cents per hour for each hour they work during the 7:00 a.m. shift as additional compensation. No other shift differential shall apply.
2. Shift 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.
3. If the CMU Police Department should ever revert to an 8-hour day work schedule, bargaining unit members will be paid thirty-five (35) cents per hour for each hour they work on second shift as additional compensation and shall be paid fifty (50) cents per hour for each hour they work on third shift as additional compensation.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

[Signature]

Agreed Dissent _____

David Malinowski, Union Delegate

[Signature]

Agreed Dissent _____

Robert A. Boonin, Employer Delegate

IX. Report in Pay

Decision: The Report in Pay provisions in the expired agreement, respectively, shall be amended to read:

10. Report In Pay

When off-duty officers are called in for an assignment not in conjunction with their shifts, they will get paid a minimum of three (3) hours' pay at time and one half (1 ½) their straight time rate. Hours compensated under this provision do not count towards computation of bi-weekly overtime.

Night shift - 7:00 pm to 7:00 am

Day Shift - 7:00 am to 7:00 pm

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

David Malinowski

David Malinowski, Union Delegate

Agreed Dissent

Robert A. Boonin

Robert A. Boonin, Employer Delegate

Agreed Dissent

X. Decision on Other Items

a. All changes to Parties' expired agreement as tentatively agreed prior to this Award to be included in their successor collective bargaining agreement also shall be included in such an agreement.

b. All provisions and articles contained on July 26, 2021 through June 30, 2024 collective bargaining agreement other than those mandated by this Award otherwise agreed to by the parties during the course of negotiating a successor to that agreement shall be a part of that successor agreement.

Charles Ammeson

Charles Ammeson, Chair

Date: June 30, 2025

David Malinowski

David Malinowski, Union Delegate

Agreed Dissent

Robert A. Boonin

Robert A. Boonin, Employer Delegate

Agreed Dissent

Signature: 

Email: rboonin@dykema.com

Signature: David Malinowski

David Malinowski [Aug 30, 2025 15:43 EDT]

Email: david.malinowski@novaralaw.com