

# WESTERN MICHIGAN UNIVERSITY

Western Michigan University  
Police Officer's Association

An Affiliate of Kalamazoo  
Lodge 98 of the  
Fraternal Order of Police

Collective Bargaining Agreement

July 1, 2022 – June 30, 2027

# POLICE

**AGREEMENT**  
**between**  
**Police Officers Association**  
**and**  
**Western Michigan University**

**July 1, 2022-June 30, 2027**

## **TABLE OF CONTENTS**

|            |  |    |
|------------|--|----|
| Article 1  | Recognition                                | 1  |
| Article 2  | Definitions                                | 1  |
| Article 3  | Management Rights                          | 1  |
| Article 4  | Association Representatives                | 1  |
| Article 5  | Union Membership, Dues and Fees            | 2  |
| Article 6  | Anti-Discrimination and Affirmative Action | 3  |
| Article 7  | Special Conference                         | 4  |
| Article 8  | Grievance Procedure                        | 4  |
| Article 9  | Disciplinary Cases                         | 8  |
| Article 10 | Suspension and Discharge Proceedings       | 8  |
| Article 11 | General Orders Manual                      | 9  |
| Article 12 | Rules                                      | 10 |
| Article 13 | Seniority                                  | 10 |
| Article 14 | Hours of Work                              | 11 |
| Article 15 | Shift Strength                             | 13 |
| Article 16 | Scheduling                                 | 14 |
| Article 17 | Overtime Assignments                       | 14 |
| Article 18 | Training                                   | 15 |
| Article 19 | Layoff and Recall                          | 16 |
| Article 20 | Medical Examinations and Fitness           | 16 |
| Article 21 | Holidays                                   | 18 |
| Article 22 | Winter Closure                             | 19 |
| Article 23 | Sick Leave                                 | 20 |
| Article 24 | Annual Leave                               | 22 |
| Article 25 | Leaves of Absence                          | 23 |
| Article 26 | Equipment Allowance                        | 25 |

|            |   |    |
|------------|---|----|
| Article 27 | Miscellaneous Fringe Items                          | 25 |
| Article 28 | Retirement  | 28 |
| Article 29 | Insurance   | 29 |
| Article 30 | Promotions  | 31 |
| Article 31 | Nepotism  | 33 |
| Article 32 | Additional Employment                               | 33 |
| Article 33 | Performance Reviews                                 | 34 |
| Article 34 | Wages   | 35 |
| Article 35 | No Strike – No Lockout                              | 37 |
| Article 36 | Waiver Clause                                       | 38 |
| Article 37 | Savings Provision                                   | 38 |
| Article 38 | Departmental Investigations                         | 38 |
| Article 39 | Family and Medical Leave                            | 39 |
| Article 40 | Kalamazoo Metro SWAT Team                           | 41 |
| Article 41 | KDPS Community Policing Unit                        | 42 |
| Article 42 | Duration  | 44 |
| Appendix A | Schedule of Wages                                   | 45 |
| Appendix B | Performance Review Agreement                        | 47 |
|            | Performance Review                                  | 48 |
| Appendix C | 403(b) Special Pay Plan                             | 52 |
| Appendix D | Rules of Conduct Agreement                          | 53 |
|            | Rules of Conduct for Police Officers and Detectives | 54 |
|            |   |    |

## **ARTICLE 1 - RECOGNITION**

**Section 1:** The University recognizes the Association as the exclusive collective bargaining representative for all regular full and part-time sworn police officers and detectives employed by the University in its Department of Public Safety.

**Section 2:** Excluded from the bargaining unit are: all patrol sergeants, lieutenants, captains, deputy chiefs, chiefs and directors; all service officers, parking system checkers, parking system specialists, safety officers, police radio dispatchers, and key maintenance persons; all managers, supervisors and confidential employees; all irregular part-time temporary, seasonal, and casual employees, all graduate students, interns and practicums; all student employees and co-op student employees, trainees in special purpose training projects, and special-project employees; all professional and administrative employees and all clerical and technical employees not specifically included; all employees presently represented by a labor organization; and all other employees.

## **ARTICLE 2 - DEFINITIONS**

- A. "Officer" or "Employee," when used in this Agreement, shall mean a member of the bargaining unit defined in Article 1 - Recognition.
- B. "The University" or "Western" shall mean Western Michigan University and/or its administrative agents.
- C. "The Association" or "the Union" shall mean the W.M.U. Police Officers Association.
- D. "The Department" shall mean the W.M.U. Department of Public Safety.
- E. A "formal written reprimand" shall mean a letter or notice of reprimand and warning about unsatisfactory performance and/or violation of work rules and regulations that is placed in an officer's Department and University personnel file.
- F. An "oral warning" or "admonishment" shall mean an expression of concern and warning about performance and/or conduct that is communicated to the officer orally and may be noted in the officer's warning/commendation folder.
- G. "The Director" or "the Chief" shall mean Western Michigan University's Director of Public Safety.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The University reserves and retains, solely and exclusively, all its management rights, functions, powers and authorities, except as they are clearly and expressly limited by the specific terms of this agreement.

## **ARTICLE 4 - ASSOCIATION REPRESENTATIVES**

**Section 1:** The University agrees to recognize as the Association's Executive Board as the Association Representatives for employees within the bargaining unit.

**Section 2:** Within seven (7) calendar days following any change in the Association's Executive Board, the Association shall advise the Chief in writing or email, with a copy to the Director of

Labor Relations of the names of the officers that it has selected to serve on the Association's Executive Board

**Section 3:** Association Representatives designated and recognized in accordance with Sections 1 and 2 above shall suffer no loss of time or pay for time necessarily lost from their regularly-scheduled working hours presenting grievances as provided in the grievance procedure. It is expressly understood that in no event shall any Association Representative leave his/her work for grievance purposes as provided in the grievance procedure without first notifying his/her supervisor of the rank of sergeant or above and obtaining supervisory approval. Such permission shall be granted, unless in the judgment of the supervisor, the officer cannot be spared from his/her work, in which case, permission shall be granted at the soonest mutually agreeable time. A grievant shall not suffer a loss of time or pay for time necessarily lost from his/her regularly scheduled working hours to attend a grievance meeting with the University as provided in this Agreement.

**Section 4:** The University will address official correspondence on bargaining unit matters to the Association's President.

**Section 5:** Nothing in this provision shall operate to prevent the Association from selecting up to five (5) additional members of the bargaining unit to serve in various official capacities with the Association.

**Section 6:** Except as specifically provided by the terms of this Agreement, officers shall not engage in Association activity during their working hours. Officers shall not be paid for time engaged in Association activity outside of their regular working hours

**Section 7:** The University agrees not to discriminate against officers covered by this Agreement because of their membership or lack of membership in the Association or because of their activities as Association Representatives, provided that such activities shall not be inconsistent with the terms and provisions of this Agreement.

## **ARTICLE 5 - UNION MEMBERSHIP, DUES AND FEES**

**Section 1:** All present officers in the bargaining unit and all officers who are hired or transferred into the bargaining unit after the effective date of this Agreement can freely choose to become a member of the Association (to "join" the WMU-POA), or to not become a member of the Association (to "not join" the WMU-POA). Bargaining unit membership and Association membership are distinct. An officer covered by this collective bargaining agreement is always a bargaining unit member, but a bargaining unit member becomes an Association member only by election/choice.

Officers who choose to become Association members will be required by the Association to pay Association dues and/or service fees which shall be in an amount determined by the Association not inconsistent with the law and not to exceed the amount of dues uniformly required of members. Such dues or service fees shall be remitted to the Association commencing within the first three (3) pay periods after the effective date of this Agreement or within the first three (3) pay periods after the officer's Association membership dues deduction authorization card is submitted, whichever is later.

**Section 2:** For those officers who properly execute payroll deduction cards provided by the Association, the provisions of which must conform to the legal requirements imposed by law, the University agrees to deduct from the officers' pay checks in equal installments the amount

authorized by the officer and certified to the University in writing by the Association as the regular annual dues or fees for members and to forward the same to the Association each pay period.

An Association member who has authorized dues or service fees deductions may cancel such authorization by submitting to WMU Human Resources written notice of cancellation. Dues/service fees deductions will cease as of the payroll period following receipt of notice by WMU Human Resources. WMU Human Resources will provide a written notice to the Association within 30 calendar days of all such cancellations.

The University shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than the actual dues or service fees deductions made from the pay earned by an Association member. When, upon receipt by the Association of a written claim, it is found that there was duplicate or improper dues or service fees deduction; refund shall be made to the claimant by the Association.

**Section 3:** Neither Western nor the Association will discriminate against any officer because the officer chooses to become, or chooses not to become an Association member.

- A. Joining the Association is not a condition of employment for any officer; an officer cannot and will not be terminated or penalized solely because the officer chooses to not join the Association.
- B. Paying Association dues and/or fees is not a condition of employment for any officer; such officer cannot and will not be terminated or penalized solely because the officer chooses to not pay Association dues or fees.
- C. WMU will not tolerate harassment or discrimination against any officer who chooses to become an Association member or chooses not to become an Association member, or who chooses to pay or not to pay Association dues or fees. Any officer who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in WMU's harassment/EEO policy. Any officer or WMU employee determined to have harassed and/or discriminated against any individual because that person chose to become an Association member, chose to not become an Association member, chose to pay Association dues/fees or chose to not pay Association dues/fees, will be subject to appropriate corrective/disciplinary action.
- D. The Association shall indemnify and hold the University harmless from any liability resulting from any and all claims, suits, demands, or other actions that arise from actions taken by the University in compliance with this Article. Indemnification shall include attorneys' fees and the cost of litigation.

This Article shall be effective only for so long as Section 10(3) of Public Act 349 of 2012 as currently written is in effect and enforceable. If during the life of this current agreement, Section 10(3) of Public Act 349 of 2012 is revoked, Article 5 language from the prior WMU-POA collective bargaining agreement (July 1, 2011 – June 30, 2014) will be reinstated for the life of this current agreement if not otherwise legally prohibited.

## **ARTICLE 6 - ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

**Section 1:** The University, in accordance with the law, prohibits discrimination based on race, color, sex, sexual orientation, gender identity, age, religion, national origin, height, weight, marital

status, disability unrelated to ability to perform one's job, and veteran status. Sexual harassment, a form of sex discrimination, is also prohibited.

**Section 2:** Western Michigan University is an affirmative-action employer, which means that consistent with the law and with the terms and provisions of this Agreement, and as provided in the University Affirmative Action Plan, in all areas of personnel matters, such as initial employment, promotion and retention, Western shall give particular attention to the candidacy of underrepresented groups.

**Section 3:** The Association agrees that it will not engage in discrimination proscribed by this Article.

## **ARTICLE 7 - SPECIAL CONFERENCES**

**Section 1:** Special conferences for the discussion of important matters (not grievances or negotiations) related to the bargaining unit may be arranged at a mutually satisfactory time between the Association and the University after a written request thereof is made by either party subject to the following conditions:

- A. Such meetings shall be attended by one (1) or two (2) Association Representatives and not to exceed one (1) additional member of the bargaining unit and, for the University, by the Director, the Director of Labor Relations, and not to exceed one (1) additional management representative. Either or both parties may have their legal counsel present.
- B. There must be at least seven (7) calendar days advance written notice of the desire to have such a meeting, unless a lesser amount of notice is mutually agreed upon. Such notice shall include an agenda of the subjects the party serving such notice wishes to discuss. If the other party wishes to add to the agenda, it shall submit its additions to the other at least five (5) calendar days prior to the meeting. Both parties shall advise the other in writing of the names of the representatives it wishes to have at the conference prior to the scheduling of the conference.

**Section 2:** If an agreement is reached at a special conference, it shall be reduced to writing and initialed by the parties.

**Section 3:** A special conference may, at the request of either party, be adjourned to permit further study and reconvened at a mutually-agreeable time.

**Section 4:** Officers shall not lose time or pay for time necessarily lost from their regularly scheduled working hours while attending such conferences.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**Section 1:** Discussion of Concerns - Informal Adjustments.

At least one (1) day prior to the filing of a grievance, the officer shall discuss the matter of concern with his/her immediate supervisor. At the request of the officer, an Association Representative may be present at the discussion. At the beginning of that discussion, the bargaining-unit member must alert the supervisor that he/she considers the discussion as part of the grievance procedure.

The University and the Association agree that it is in the best interest of all parties for officers and their supervisors to communicate freely and promptly regarding concerns that may arise, and nothing contained in this Agreement shall prevent the informal adjustment of concerns, provided



that an informal adjustment of concerns shall not be inconsistent with this Agreement and shall set no binding precedent.

**Section 2:** Definition and Initiation of a Grievance.

A grievance is defined as a formal written allegation by an officer(s) that the University has violated a specific provision of this Agreement.

A grievance shall state:

- all of the facts upon which it is based
- when they occurred
- the specific provision of the Agreement which allegedly has been violated
- the remedy requested
- the name of the supervisor with whom the matter was discussed and
- the date of that discussion.

A grievance shall be signed by the grievant(s) and by an Executive Board member.

A grievance must be presented within the following time frames:

- A grievance contesting a discharge or suspension must be presented at Step Two no later than five (5) work days after the date on which the employee was notified of the disciplinary action.
- A grievance contesting a disciplinary action (other than discharge or suspension) issued by the Chief or the Deputy Chief must be presented at Step Two no later than ten (10) work days after the date on which the employee was notified of the disciplinary action.
- Any other grievance must be presented at Step One no later than ten (10) work days after the event upon which it is based. If the grievant(s) and the Association had no knowledge of the events at the time they occurred, the grievance must be presented within ten (10) work days after the grievant(s) or the Association had knowledge thereof or conditions were such that the grievant(s) or the Association should have had knowledge thereof.

If a grievance is not presented within the applicable five (5) or ten (10) work day time limit, it shall be barred. In no event shall monetary adjustments of a grievance cover any period prior to ten (10) work days before the filing of a written grievance.

**Section 3:** Step One.

A Step One grievance shall be presented to the Director of Public Safety/ or her/his designee. Within ten (10) work days after the receipt of a timely grievance by the Director of Public Safety, the Director of Public Safety or his/her designated representative shall schedule and conduct a meeting to discuss the grievance with the Deputy Chief or other appropriate administrative agent, the grievant, and/or, if requested by the grievant, an Executive Board member. Within ten (10) work days after this meeting, the Director of Public Safety or his/her designated representative shall give a written answer, which shall include a general statement of the reasons for the answer, to the grievant with a copy to the Association.

**Section 4:** Step Two.

If the grievance has not been resolved at Step One, the grievant may appeal the grievance to Step Two, provided that the appeal:

- is in writing
- states the grievant's specific objections to the Step One answer
- is signed by the grievant and an Executive Board member
- and is presented to the University's Director of Labor Relations or his/her designated representative no later than ten (10) work days after the date of the Step One answer.

Within ten (10) work days after receipt of a timely appeal, the Director of Labor Relations or his/her designated representative shall schedule and conduct a meeting to discuss the grievance with the Director of Public Safety and his/her designated representative, the grievant and/or one or two Executive Board members. Within ten (10) work days after the meeting, the Director of Labor Relations or his/her designated representative shall give a written answer to the Association with a copy to the grievant.

For disciplinary grievances at Step Two, the following guidelines will be followed.

1. This is not an adversarial hearing or investigative interview. The purpose of the hearing is for the hearing officer to obtain the information necessary to identify (1) if a violation has occurred, and if so, (2) if the level of disciplinary action is appropriate.
2. The grievant may be represented by one or two Executive Board members, but not an attorney.
3. The hearing officer is the Director of Labor Relations or a designee from the Human Resources Department.
4. It is an opportunity for the Union and officer to be heard on the matter in general and to present mitigating circumstances.
5. In that this is not an adversarial hearing, there is not right to call and cross-examine witnesses. That right attaches at the adversarial stage which is known as the arbitration hearing.

#### **Section 5:** Arbitration

- A. If the grievance has not been resolved at Step Two, the Association may submit the grievance to arbitration pursuant to the rules of the Michigan Employment Relations Commission no later than thirty (30) calendar days after the date of the Step Two answer.
- B. The arbitrator shall have no authority to add to, subtract from, change or modify any of the terms or provisions of this Agreement, but shall be limited solely to determining whether the University has violated a specific provision of this Agreement as alleged in a timely grievance. In cases involving formal written reprimands, unpaid disciplinary suspensions, or discharge, the arbitrator shall have the authority to render an opinion as to whether the discipline was for cause and to reverse or modify discipline, if any, which he/she finds to be without cause.

- C. The arbitrator shall not have the authority to hear the merits of any grievance in which a threshold issue, such as a question of timeliness, has been raised prior to hearing and deciding the threshold issue, unless the parties mutually agree.
- D. The parties shall select an arbitrator pursuant to the rules and procedures of the Michigan Employment Relations Commission.
- E. The fees and expenses of the arbitrator shall be shared equally by the University and the Association. All other expenses will be borne by the party upon whose behalf they are incurred.
- F. The decision of the arbitrator shall be final and binding upon the University, the Association and the grievant.
- G. When the Association deems it necessary to provide witnesses from its own constituency, or those employed by the University, at an arbitration, the Association may request that such witnesses, in reasonable numbers as may be necessary, be released from work by the University for the specific period and purpose for which they are needed. For the time necessarily spent, such witnesses shall suffer no loss of pay due to their absence for such reason from their regularly scheduled work.
- H. All of the steps called for in this grievance procedure shall be pursued to completion before the Association may request arbitration, unless the parties mutually agree in writing to waive a step or steps and agree to proceed directly to arbitration.
- I. An arbitrator shall not have the authority to award a monetary remedy in a disciplinary discharge or suspension case in excess of back pay for time lost from regularly-scheduled work at the employee's regular straight-time rate for the period in question reduced by the employee's other earned income for the period in question, including, but not necessarily limited to wages, fees, and salaries, and also reduced by unemployment insurance payments made to the employee for the period in question.

**Section 6:** Time Limits.

The time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Association, the grievance shall be considered as having been withdrawn. In the event of a failure to comply with the time limits on the part of the University, the Association may advance the grievance to the next step of the grievance procedure, up to and including Step Two, but no grievance shall be so advanced to arbitration. Written requests for reasonable extensions of time limits, made for good reason, and made prior to the expiration of the contractual time limits, shall not be unreasonably denied by either party.

**Section 7:** Attorney Participation.

At arbitration either the University or the Association or both shall have the right to have legal counsel present at their own expense.

**Section 8:** Group Grievances.

In the event a grievance applies to more than one officer, it shall list the names of all the grievants, be signed by an Executive Board member, and be presented at Step One in accordance with the

time limits for initiation of a grievance contained in this Agreement. One of the grievants shall be designated by the Association to attend the grievance meeting(s) on behalf of all of the grievants.

**Section 9:** Discharge Grievances.

Grievances alleging that a discharge was not for cause shall be presented directly at Step Two in accordance with the time limits for initiation of a grievance contained in Section 2 of this Article.

**ARTICLE 9 - DISCIPLINARY CASES**

**Section 1:** In the event an officer shall receive a formal verbal warning, formal written reprimand, be suspended from work without pay for disciplinary reasons, or be discharged from his/her employment after the date hereof, and believes he/she has been unjustly disciplined, the officer shall have the right to file a grievance in accordance with the Grievance Procedure contained in this Agreement.

**ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISCHARGE PROCEEDING**

**Section 1:** The University shall have the right to discipline officers for cause and such disciplinary action shall include, but not be limited to, suspension without pay and discharge. The University agrees that, when it believes that the discharge of a non-probationary officer is justified, the officer shall first be suspended without pay (pre-discharge suspension).

**Section 2:** A sergeant, lieutenant or any higher-ranking officer, including the Deputy Chief and the Director, shall have the authority to suspend an officer temporarily pending a review of the situation by the Deputy Chief and/or designated representative(s). At the time of issuing a temporary suspension, the sergeant, lieutenant or other higher-ranking officer shall orally advise the suspended officer of the reasons for the temporary suspension. When an officer is temporarily suspended, he/she shall be instructed to meet with the Deputy Chief and/or designated representative and other University representatives, as may be designated by the Deputy Chief, at a time designated by the University and no later than the 10:00a.m. the following day. Upon the request of the officer, an Association representative may attend the meeting.

**Section 3:** At the meeting required by Section 2 above, the officer shall be advised of whether the University is contemplating his/her discharge.

- A. If the University is not contemplating his/her discharge, the officer shall be orally advised of the proposed length of the disciplinary suspension and of the reason(s) such a suspension is proposed. At the meeting, after the officer is so advised. He/she shall be offered the opportunity to state any reason(s) or defense as to why he/she believes that the suspension should be shorter or should not occur. At the conclusion of the meeting or no longer than 24 hours after the conclusion of the meeting, the deputy Chief or his/her designated representative(s) shall decide whether the temporary suspension shall be converted to an unpaid disciplinary suspension. If an unpaid disciplinary suspension is issued, a notice setting forth the Department's reason(s) for and the length of the suspension shall be provided to the officer and a copy to the Association.

The Deputy Chief and/or his/her designated representative(s) shall also have the right to rescind a temporary suspension and determine that other or no disciplinary action shall occur. If a temporary suspension is rescinded, the officer shall be paid for any

time missed from his/her regularly scheduled work as a result of the temporary suspension.

- B.** If the University is contemplating his/her discharge, the officer shall be advised of the reason(s) for the proposed discharge and given an unpaid pre-discharge suspension of seven (7) calendar days. At the meeting, after the officer is advised of the reason(s) for the proposed discharge, he/she shall be offered the opportunity to state any reason(s) or defense as to why he/she believes the discharge should not occur. A notice setting forth the charge(s) and the pre-discharge suspension shall be provided to the officer and a copy to the Association.

**Section 4:** Within three (3) calendar days of a pre-discharge suspension, the affected officer, the Association, and/or the University may request a second meeting to review the reason(s) for the proposed discharge and to offer the affected officer and /or the Association the opportunity to rebut or otherwise comment on or respond to the facts of the case and the reason(s) for the proposed discharge and to present arguments as to why the affected officer should not be discharged. Such a meeting, if requested, shall be scheduled by the University within the seven (7) calendar day suspension period. Such a meeting shall be attended by University representatives, by the affected officer, and, at the request of the officer, by the steward and/or the Association's Grievance Representative.

**Section 5:** The University shall decide, during the aforementioned seven (7) calendar day period, dependent upon the facts of the case, whether the pre-discharge suspension without pay is considered sufficient, should be extended or reduced, should be converted into a discharge. Or whether other or no discipline should have been given, and shall notify the Association and the affected officer in writing of its decision and action no later than the end of the seven (7) calendar day period.

**Section 6:** It shall be the responsibility of the officer to keep the Department informed of a current mailing address and telephone number. The University's obligation to provide notice of meetings or actions shall be fully met by mailing or delivering such notice to the address on record in the Department or, when appropriate, by notifying the officer by telephone.

**Section 7:** Nothing contained in this Article shall restrict or limit the right of the University to question officers about their knowledge of job- related matters which may result in their discipline or in the discipline of another officer or about job related matters. Such questions may be asked at the meetings described in this Article or at separate meetings.

**Section 8:** The time limits in this Article may be extended by mutual written agreement of the parties.

## **ARTICLE 11 - GENERAL ORDERS MANUAL**

**Section 1:** The General Orders Manual of the Department of Public Safety contains current policies, procedures, rules, regulations and practices of the Department of Public Safety, including, but not limited to, provisions, not in conflict with the terms of this Agreement, governing the terms and conditions of the employment of officers. The University may revise the General Orders Manual from time to time at its sole discretion, provided that no such revision shall conflict with the terms of this Agreement. The University will send email notification to the Association's Executive Committee whenever a new or revised General Order is issued.

**Section 2:** Officers shall be covered by and required to follow the provisions of the General Orders Manual.

**Section 3:** The Association shall have the right, within seven (7) calendar days after the implementation of any new or revised general order governing the terms and conditions of the employment of bargaining-unit officers, to grieve the change, if it believes it unreasonable. The filing of such a grievance shall not result in the suspension of any general order.

## **ARTICLE 12 - RULES**

The University shall have the right to make and enforce work rules and regulations, which do not conflict with the specific terms of this Agreement. Any complaint relative to the reasonableness of any such rule established after the date of this Agreement shall be subject to the grievance procedure, provided the Union must file such a grievance within seven (7) calendar days after the effective date of the new rule. The filing of such a grievance shall not result in the suspension of any rule.

## **ARTICLE 13 - SENIORITY**

**Section 1:** University seniority shall be defined as an officer's length of continuous full-time service as a regular employee of the University since his/her last hiring date.

**Section 2:** Bargaining unit seniority shall be defined as an officer's length of continuous full-time service as a sworn police officer in the University's Department of Public Safety since his/her last hiring date.

**Section 3:** Classification seniority shall be defined as an officer's total length of regular full-time service in a classification in the bargaining unit since his/her last hiring date and shall also include his/her total length of regular full-time service as a sworn police officer in a higher classification in the bargaining unit since his/her last hiring date.

**Section 4:** Last hiring date shall mean the date upon which an officer first reported to work at the instruction of the University and since which he/she had not been terminated.

**Section 5:** Regular part-time officers shall earn prorated seniority based upon the percentage of their appointments in relation to full-time appointment.

**Section 6:** All officers shall be probationary employees and shall have no seniority until they have satisfactorily completed one (1) full year of continuous employment in the bargaining unit. At any time during the probationary period, the officer may be terminated at the sole discretion of the University, with or without cause, with or without notice, without regard to his/her relative length of service, and without recourse to the Grievance Procedure. After successfully completing his/her probationary period, the officer's name shall be added to the seniority list as of his/her last hiring date.

**Section 7:** The University shall maintain an up-to-date seniority list. A copy of the seniority list shall be posted on the Department's bulletin board and a copy provided to the Association upon written request. The names of all officers who have successfully completed their probationary periods shall be listed on the seniority list in order of classification seniority and with the dates of their Departmental and University seniority indicated, starting with the officer with the most classification seniority at the top of the list. If two (2) or more officers have the same last hiring date, their names shall appear on the seniority list in alphabetical order by their last names.

**Section 8:** An officer's seniority shall terminate:

- A. If he/she quits, retires, or is discharged for cause;
- B. If, following a layoff, he/she fails or refuses to notify the University of his/her intention to return to work within seven (7) calendar days after a written notice of such recall is sent by certified mail to his/her last address on record with the University or, having notified the University of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the University for his/her return, whichever, is later;
- C. If he/she is absent from work for two (2) consecutive days on which he/she was scheduled to work without notifying the Department prior to or within such two (2) day period of a justifiable reason for such absence, unless the officer provides the University with acceptable evidence that it was not reasonably possible for such notice to be given;
- D. If he/she accepts employment elsewhere while on a leave of absence without prior written approval from the Deputy Chief and the Director of Labor Relations or if he/she does not return to work immediately following the expiration of a leave of absence or annual leave, unless, in the case of a failure to return, he/she presents the University with acceptable evidence that it was not reasonably possible for him/her to return to work at the expiration of such leave of absence or annual leave;
- E. If he/she has been laid off for a continuous period of time in excess of his/her seniority or of twelve (12) consecutive months, whichever is lesser, or if, at any time while on layoff, he/she fails to continue to satisfy the certification requirements established by the Commission on Law Enforcement Standards.

**ARTICLE 14 - HOURS OF WORK**

**Section 1:** WORKDAY - PATROL OFFICERS. The normal workday for employees classified as Police (Patrol) Officers shall consist of twelve (12) consecutive hours, which shall include, when possible, two (2) fifteen-(15) minute paid breaks and one (1) thirty-(30) minute paid meal break per shift.

**Section 2:** WORKDAY - DETECTIVES. The normal workday for employees classified as Detectives shall consist of eight (8) scheduled hours on weekdays. The eight (8) hours of work shall include two (2) fifteen-(15) minute paid breaks. It is understood that during the Fall and Spring semesters, one detective will work 8 a.m. to 4 p.m. and one detective will work 9 a.m. to 5 p.m.; during Summer Sessions, one detective will work 7 a.m. to 3 p.m. and one detective will work 9 a.m. to 5 p.m. During days when only one detective is scheduled to work, the detective's work schedule will be between the hours of 8 a.m. and 5 p.m. (i.e., 8:00 a.m. - 4:00 p.m. or 9:00 a.m. - 5:00 p.m.). However, the specific work hours for detectives may be changed upon the request of the detective and with the permission of the Chief or designee.

**Section 3:** Breaks may be assigned by the shift supervisor and shall be taken only after the officer obtains clearance from the police dispatcher. Officers shall not take a break during the first and/or last hour of their shifts. Officers shall remain available to work and "on call" during their breaks.

**Section 4:** WORK SCHEDULE - POLICE OFFICERS AND DETECTIVES. During a normal working pay period, the schedule for Police (Patrol) Officers shall consist of seven (7) workdays. One week in each pay period the scheduled workdays will be Monday, Tuesday, Friday, Saturday and Sunday. The other week in the pay period workdays will be Wednesday and Thursday.

The normal workweek for detectives shall consist of five (5) workdays and two (2) consecutive days off.

The schedules defined in this Section may be modified in the event of a shift change, for purposes of arranging training, or in the event of a scheduling problem.

**Section 5:** SHIFTS. The University Public Safety patrol division currently operates using two (2) twelve (12) hour shifts for Police (Patrol) Officers, which 1) 6:00am to 6:00pm; and 2) 6:00pm to 6:00am.

**Section 6:** The WMU PD utilizes police canines (K9) and K9 handlers. It is agreed that the K9 handlers will work noon-midnight during the Fall and Spring school semesters and have the option to work 2:00pm-2:00am from the day after the Spring school semester ends to the day before the Fall school semester starts. The shift times may be flexed at times with the voluntary agreement of both the K9 handlers and the WMU PD command. The K9 handlers will not count toward minimum shift strength as outlined in Article 15 when working their regularly scheduled shift.

It is agreed that K9 handlers will be paid 30 minutes of pay (at their regular hourly pay rate) per day each day of the year for their K9 duties. This compensation is considered bonus compensation for the K9 handler duties such as cleaning, feeding, bathing etc. Once the officer is no longer a K9 handler this bonus pay will no longer apply.

Costs associated with the K9 unit such as food, veterinary care, leashes and required equipment shall be paid for by WMU PD.

Once an officer is accepted into the K9 handler program, removal of the officer from the program must be supported by conduct resulting in suspension, or termination as outlined in Appendix D of the WMU POA Collective Bargaining Agreement.

During holidays and periods of closure during which the administration wishes to drop to minimum staffing levels the K9 handler will rotate to a 6p – 6a shift. Based on seniority they will be able to work/not work and will be counted as shift strength for that 6p – 6a period. During holidays and periods of closure during which normal staffing levels will be maintained, the K9 officer can stay on their normally scheduled shift and will not count as shift strength.

If the University decides to retire a police K9 for any reason the handler of that K9 shall have the first option to purchase the K9 from the department.

**Section 7:** SHIFT PREMIUM. Effective the first full pay period following ratification by the Board of Trustees, officers who are regularly scheduled to work on any shift where fifty (50%) or more of their regularly-scheduled shift falls between the hours of 2 p.m. and 5 a.m. shall be entitled to a shift premium of sixty cents (\$0.60) per hour. Said shift premium shall be added to the hourly rate for purposes of calculating overtime. Officers who are temporarily assigned to a shift for less than one (1) full pay period will continue to receive the shift premium, if any, applied to their



regularly scheduled shift.

**Section 8:** In the event an officer/detective is injured on the job and not able to complete his/her scheduled shift or overtime assignment, he/she shall be paid through, but not beyond, the end of the scheduled shift or overtime assignment.

**Section 9:** EARNED DAY OFF. Patrol officers will be scheduled to work 240 regular straight-time hours every 6 week period. Each 6 week period is divided in to 3 pay periods. Two of those pay periods will consist of 84 regular straight-time hours and one pay period will consist of 72 straight-time hours. Officers will be scheduled to have an “Earned Day Off” (EDO) for one day during the six week period resulting in the 72-hour pay period. The EDO is applied as an unpaid day off and treated as a regularly scheduled day off. Each EDO is applied to the schedule as described in the scheduling and bid process in Article 16. It is agreed that EDO’s will not be scheduled on Fridays and Saturdays from move-in week through the weekend of the last home football game during each fall semester without specific approval by department administration. Officers will still be able to use annual leave during this time frame for the Friday, and Saturday shifts.

**Section 10:** SPECIAL DAYS. When the Chief or his/her designee deem a day on the schedule as a “Special Day” the use of annual leave will not be permitted due to the requirements placed upon the Department by University activities. Examples of “Special Days” include, but are not limited to, Fall move-in, home football game days, University commencement days and homecoming activities. Once staffing requirements are determined to be adequate, the restrictions for the “Special Day” shall be released. Special days shall be determined prior to officers bidding the shift assignments (reference article 16 section 1) and will be marked on the calendar with a, “S”. Any days not marked as, “Special” that have an event requiring the need for more officers shall require the University to post the event in accordance with article 17.

## **ARTICLE 15 - SHIFT STRENGTH**

**Section 1:** Except as provided in Section 3 below, it is the present intent of the University to maintain a minimum number of personnel on-duty on at all times as follows:

- A. one (1) shift supervisor, which may be an officer-in-charge (a designated police officer); a sergeant; or a person with a police rank higher than sergeant.
- B. two (2) patrol officers,

**Section 2:**

- 1. Officers/supervisors assigned to a special event do not count towards shift strength.
- 2. Anyone counting towards minimum staffing levels shall be in the call taking rotation.

**Section 3:** It is further provided, however, that during holidays, closure period, Summer Sessions, and under other circumstances in which, in the opinion of the University, the above staffing level need not be met, it may be reduced. However, there shall, whenever possible, be at least two (2) sworn police officers of the Patrol Officer classification or higher on patrol at all times. (In reference to these circumstances, i.e. holidays and closure periods, an officer cannot be forced off of his/her shift by a higher seniority officer on another shift.)

**Section 4:** The filling of shift vacancies that place a shift below minimum strength as defined above shall be done by the following of General Order STA-5, as revised upon 06/17/21.

## **ARTICLE 16 - SCHEDULING**

**Section 1:** SHIFT ASSIGNMENTS. The Departmental schedule for officers is divided in to two (2) major scheduling periods. The scheduling periods will be between 24 - 30 weeks in length at the University's discretion.

The University shall determine the number of officers that shall be scheduled on each shift in each major scheduling period. After the University assigns probationary officers to shifts in a major scheduling period, non-probationary officers may bid by classification seniority for the remaining available shift assignments.

**Section 2:** DAYS OFF. When the shift bids and assignments are complete for the major scheduling period, officers will submit "Earned Day Off" (EDO) bids by University seniority. Officers shall select one EDO per six (6) week period. Following the EDO bid process, officers may submit vacation day bids by University seniority. Vacation day bids must be selected in full-day (12-hour) blocks. Officers may select no more than five (5) vacation days during this bid process.

**Section 3:** The University shall have the right to temporarily modify the normal hours of work or shift assignment of a Patrol Officer or Detective when, in the opinion of Departmental management, such assignment is necessary for the effective and efficient operation of the Department for purposes of investigations, emergencies or special needs.

**Section 4:** The University may temporarily assign any officer to a shift other than his/her originally assigned shift in order to cover a shift vacancy.

**Section 5:** Non-probationary officers shall sign up in turn for shifts and days-off bids within ninety-six (96) hours of receiving notification of being in turn to bid. Officers who do not exercise shift and days-off bids in accordance with the provisions of this Section shall be assigned at the sole discretion of the University.

**Section 6:** When feasible, the schedule for each major scheduling period shall be completed thirty (30) calendar days before the start of the period, provided, however, that the schedule may be modified by the University.

## **ARTICLE 17 - OVERTIME ASSIGNMENTS**

**Section 1:** The University may require officers to work overtime in order to cover shift vacancies, complete reports, make court appearances or appearances before administrative agencies, for training purposes, to cover special events, to respond to disasters and emergencies, to increase shift strength, and in other circumstances determined by management.

**Section 2:** All overtime pay for officers must be approved by a supervisor of the rank of sergeant or above.

**Section 3:** Special events which require the presence of police officers on an overtime basis will, whenever feasible, be posted in the Telestaff System (or its replacement software). Officers will have twenty-four (24) hour access to check and sign up for special events. In the event of issues

with the scheduling software, a special events book will be kept at a commonly known location at the department as a temporary replacement. Dates and times employees sign-up for events shall be written in the book and Telestaff will be time/date stamped in case there are discrepancies.

**Section 4:** When the University has sufficient advance knowledge of a scheduled overtime opportunity, such an opportunity will be known as “scheduled overtime”. The University will post all scheduled overtime opportunities for POA members when it has advanced notice of the overtime opportunities. Overtime posted for POA members will not be available for non-POA members until such time as all POA members have voluntarily signed up for the overtime opportunity, been either assigned the overtime, or the overtime opportunity has exceeded the seventy-two (72) hour posting. When events have restrictions for POA member sign-up, non POA members must wait until seventy-two (72) hours after all the POA member restrictions are lifted. The need for the use of officers other than POA members will not infringe on scheduled overtime opportunities for POA members, nor will the University be restricted to use of POA members for events which require numbers of officers above the availability of POA membership. The University will attempt to post overtime opportunities at least two (2) weeks prior to the time of the event requiring overtime coverage. The need to fill overtime for special events requiring a police officer that occurs less than eight (8) hours from the start of the event may be done by first come first serve basis of WMU POA members.

The University is aware and shares the officer’s concern for safety when certain venues are utilized such functions for as dances. The University will attempt to address this concern by utilizing an alternate and possibly safer venue, such as the Student Recreation Center.

**Section 5:** The University shall have the right to restrict the number of overtime opportunities, and events or times for which persons may sign up.

**Section 6:** When posting special events, the University shall indicate the last date on which persons may sign up to work the event. Persons may sign up for the special events or remove their names from the sign up prior to this date. After the date, persons who signed up may decline to work the event only with the written permission of the Deputy Chief or Administrative Lieutenant.

**Section 7:** If, after offering the opportunity to work special events to bargaining-unit officers, there are still no officers available to work or an insufficient number, other agencies may be utilized.

## **ARTICLE 18 - TRAINING**

**Section 1:** Field Training Officer Compensation.

A person designated as a Field Training Officer (FTO) will be paid a premium compensation of one-half hour overtime for every four (4) hours they are assigned to train another Officer. If the training assignment is four (4) hours or less, the FTO shall receive one-half (1/2) hour of overtime pay. If the training assignment is more than four (4) hours and up to eight (8) hours, the compensation will be one (1) hour of overtime pay. If the training assignment is more than eight (8) hours, the compensation will be one and one-half (1.5) hour of overtime pay. This compensation is considered bonus compensation for training duties. Any time any recruit, or any other Officer, is assigned to an Officer for any reason, if the Officer is not a designated FTO, they shall not be eligible for the premium compensation.

The FTO shall complete a daily and DOR (Daily Observation Report) for each day he/she is assigned to train a recruit.

## **ARTICLE 19 - LAYOFF AND RECALL**

**Section 1:** The University shall have the right to lay off officers in accordance with the procedures contained herein.

**Section 2:** ORDER OF LAYOFF.

- A. When the University decides to reduce the number of officers in a classification within the bargaining unit, the first officers to be laid off shall be probationary officers within that classification.
- B. After no probationary officers remain in a classification in the bargaining unit in which the University has decided to reduce the number of officers, the next officers to be laid off shall be laid off on the basis of their seniority in the classification, with the least senior officer(s) laid off first, provided always that the remaining employees have the skill and qualifications to perform the available work in the classification.
- C. Officers who are laid off from a police officer or a detective classification shall have the right to exercise their classification seniority in any classification in the bargaining unit to displace the least senior employee, provided that person has less classification seniority than the officer seeking to displace him/her and that the senior officer has the skill and qualifications to perform the work of the displaced officer. When this occurs, the displaced officer shall be laid off.
- D. Officers in the bargaining unit shall not be displaced by persons outside the bargaining unit.

**Section 3:** RECALL. When the University decides to fill vacancies which arise in the bargaining unit, officers shall be recalled from layoff by classification seniority to a vacancy in a classification in the bargaining unit for which they have the skill and qualifications to perform the available work, with the most senior officer(s) in the classification recalled first; and such recall shall take place before vacancies in a classification in the bargaining unit are filled through the promotional process.

## **ARTICLE 20 - MEDICAL EXAMINATIONS AND FITNESS**

**Section 1:** Medical examinations by physicians designated by the University may be required of officers under the following conditions:

- a. To determine fitness as provided in Section 3 below.
- b. After any illness or disability requiring absence from work for five (5) or more consecutive working days.\*
- c. After surgery.\*
- d. After hospitalization.\*
- e. After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation.
- f. Prior to placement on and prior to return from Workers' Compensation or long-term disability.

\* For absences as stated in parts b, c and d above, the officer shall provide a report from his/her own physician. If the University, after reviewing the report, requires a second medical examination, it shall designate and pay the second physician only.

**Section 2:** In the above cases, the doctor to perform the medical examination shall be designated and paid by the University, except as provided in cases of b, c and d above, when the University shall not pay or designate the officer's personal physician.

**Section 3:** Fitness Requirement.

- A.** The University reserves the right to require officers to take medical examinations and to require officers who are physically or mentally unfit to perform their duties in a satisfactory manner to take unpaid leaves of absence. An officer shall be deemed unfit and placed on such a leave of absence only if a physical or mental examination performed by a medical doctor of the University's choice, at the University's expense, reveals such physical or mental unfitness or if an officer refuses to take a physical or mental examination when instructed to do so in writing by the Director of Public Safety. An officer who is found to be obese, but otherwise not unfit, shall be required to follow a physician-prescribed weight reduction plan and to reduce his/her weight to a non-obese level within the timetable prescribed by the doctor. If the obese officer fails to make reasonable progress toward and to achieve a non-obese weight within the prescribed timetable, the officer may, at the University's discretion, be placed on an unpaid leave in accordance with the provisions of this article.
- B.** If an officer disagrees with a finding of physical or mental unfitness by the University-selected doctor, the officer may obtain a physical or mental examination from a medical doctor of the officer's choice at his/her own expense. Should there be a conflict in the findings of the two (2) doctors, the officer may request a physical or mental examination by a third doctor, who shall be selected by the officer's doctor from a list of five (5) names submitted by the University's doctor. The fee of the third doctor shall be paid by the University and his/her findings shall be binding on the officer, the University, and the Association.
- C.** If an officer is found to be physically or mentally unfit and is placed on a leave of absence, the officer shall be eligible for sick leave, long-term disability, and other benefits to the extent available to the particular officer, provided the "unfitness" is the result of a condition such as would normally be covered by the University's sick leave and other insurance plans.

**Section 4:** Fitness Incentive.

- A.** As an incentive for police officers to maintain their physical fitness in order to perform strenuous law enforcement duties, a voluntary physical fitness test will be administered during the first and second weeks of May during each year of this Agreement. The test will be announced with at least one (1) week's prior notice, and offered at appropriate times in order to accommodate officers working various shifts.

It is emphasized that this is a voluntary pass/fail test. Police Officers Association members will not be required to participate in this incentive program. Those who do participate will be eligible for a one-time bonus of three hundred twenty five (\$325) dollars (not added to base salary), to be issued on the first pay period in June, in each

year of this Agreement. The test is to be proctored by the Chief of Public Safety or his/her designee.

The test requirements are as follows:

- Thirty (30) push-ups. This will address upper body strength.
- Thirty (30) sit-ups, performed within one (1) minute. These will address core body strength.
- A one and one-half (1.5) mile run, this is to be performed by officers with-in sixteen (16) minutes.
- A three hundred (300) meter sprint is to be performed by officers within seventy-one (71) seconds. This will address cardio-respiratory fitness.

- B.** Police Officers Association members will be afforded the same opportunity to have a membership at the University's Student Recreation Center and/ or West Hills Athletic Club. Because POA members are required to work on weekends and at different times of the day and night, these memberships shall be non-restrictive and shall include scheduled access and use of the recreational facilities when these facilities are generally open to the public. Accepting either or both of these memberships will result in tax consequences of reported income on a POA member's W-2 income tax form, and will cause tax withholding to occur in the pay period in which this option is elected (approximately \$270 reported income for either membership). However, this amount is evaluated annually and may change.

## **ARTICLE 21 - HOLIDAYS**

**Section 1:** The following are recognized as holidays for officers under this Agreement: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The University, at its sole discretion, shall determine the number of officers who shall work on a holiday.

**Section 2:** Officers who work on a holiday shall receive pay at their regular hourly rate plus one and one-half (1½) times their regular hourly rate for all time actually worked on a holiday. Officers who choose to work the holiday, and also choose to take another day off in lieu of the holiday, shall work the holiday at the officer's straight-time hourly rate and shall be granted another day off with pay. For purposes of this section, a holiday is the twenty-four (24) hour period starting at 6am on the commonly recognized date of the holiday.

**Section 3:** An officer, who is regularly scheduled to work on a holiday, may request the holiday off with pay. Such requests shall be granted or denied based on the requesting officers' classification seniority, with the senior officers' requests receiving preference. If, after granting such requests to have a holiday off with pay, there are still more officers scheduled to work a holiday than the University has determined shall work, the University may require officers, who otherwise would be scheduled to work, to take the holiday off.

**Section 4:** Pay for a holiday that an officer would normally be scheduled to work, but does not work, in accordance with the provisions of Section 3 above, shall be at the officer's regular straight-time hourly rate.

**Section 5:** Holidays not occurring on an officer's regularly scheduled 12 hour shift workday shall be used in 12 hour increments and scheduled as floating holidays during the fiscal year utilizing annual leave request procedures. Officers may request a particular day off in lieu of a holiday; these requests shall be granted or denied based on the requesting officers' classification seniority, with the senior officers' requests receiving preference. Pay for a day off granted in lieu of a holiday shall be for twelve (12) hours at the officer's regular straight-time hourly rate.

**Section 6:** Requests for holidays off or for days off in lieu of holidays shall be made and documented in the electronic scheduling system at least forty-five (45) days prior to the holiday.

Officers have the option to request an alternative day off in lieu of receiving pay at their regular hourly rate plus one and one half (1-1/2) times their regular rate for all hours actually worked on a holiday. Under no circumstances shall an officer be required to take such an alternative day off in lieu of receiving holiday pay. Requests to use annual leave during the same pay period as a holiday shall not be arbitrarily or capriciously denied, even if an officer opts not to take an alternative day off in lieu of receiving holiday pay

**Section 7:** To qualify for holiday pay for a worked or unworked holiday or for a paid day off in lieu of a holiday, the officer must be on active-pay status at the time the holiday occurs and must have worked his/her regularly-scheduled hours on the last day he/she was scheduled to work before the holiday and the next such day following the holiday, unless the officer was absent on either/or both of such days under conditions whereby he/she was paid his/her regular pay by the University, although not actively at work. An officer who is laid off seven (7) calendar days or less prior to a holiday shall receive twelve (12) hours pay for the holiday at the time of the layoff.

## **ARTICLE 22 - WINTER CLOSURE**

**Section 1:** Winter Closure shall be defined as the time period between Christmas Day and New Years Day, specifically from 6:00am on December 26<sup>th</sup> through 6:00am on January 1<sup>st</sup>. The University, at its sole discretion, shall determine the number of officers who work during Winter Closure. If the University designates closure time (during which non-essential services are not working) during Monday through Friday outside of those winter closure dates the WMU POA will be granted any additional time that the University deems as closure. EDO's may not be scheduled during the winter closure period. Sick leave and funeral leave during the closure period will be taken as closure leave instead.

**Section 2:** Officers who are not required to work on their regularly-scheduled workdays during Winter Closure shall be paid at their regular straight-time hourly rate for twelve (12) hours for each such Closure day off.

**Section 3:** Officers who are required to work during Winter Closure shall receive pay at their regular hourly rate plus one and one-half times (1½) their regular straight-time hourly rate for all time actually worked during Winter closure.

**Section 4:** Officers who are not regularly scheduled to work during Winter Closure and do not work shall receive no pay for the Winter Closure, but shall be granted another day off with pay to be used in full shift increments and scheduled during the fiscal year utilizing annual leave request procedures.

**Section 5:** Officers may request in writing at least forty-five (45) days in advance not to work their regularly-scheduled workdays during Winter Closure. Such requests shall be granted or

denied by the University based on the requesting officers' classification seniority, with the senior officers receiving preference.

### **ARTICLE 23 - SICK LEAVE**

**Section 1:** Officers shall accrue paid sick leave benefits on the basis of .05 hours for each regularly scheduled hour worked, but to not exceed an accumulation in excess of one hundred four (104) hours per calendar year, nor a maximum accumulation at any one (1) time in excess of two thousand eighty (2,080) hours. For the purpose of computing the amount of sick leave to be credited to any officer, hours for which the officer is on paid leave, including sick leave, annual leave, jury duty leave, and holiday and closure leave, shall be considered as hours worked.

**Section 2:** Sick leave payments shall be made to eligible officers (to the extent of their accumulated credits) at the regular straight time hourly rate of the officer at the time the necessary absence occurs.

- A. Regular part-time officers will be eligible for prorated sick leave payments based on their regular straight time hours worked.
- B. If an officer is absent from work due to a disability resulting from an injury or illness compensable under the Michigan Workers' Compensation Act, and the officer has accrued sick leave and/or annual leave, such officer shall be paid the difference between his/her daily disability benefits received under Workers' Compensation and his/her regular University straight-time pay, not to exceed the regularly scheduled (non-overtime) hours of work predetermined by the department schedule. The payment of the difference shall be made from and to the extent of the officer's accumulated credits under the sick leave plan and, when the paid sick leave balance is exhausted, from the annual leave balance until the annual leave balance (except for the up to eighty four (84) hours which may be retained at the officer's option), is exhausted, at which time the officer shall go off the payroll of the University. Benefits shall continue to accrue based on the number of hours of sick and/or annual leave paid until the sick and annual leave (except for the eighty four (84) hours which may be retained at the officer's option) are exhausted, at which time benefits shall cease.
- C. Whenever a sick leave payment is made to an officer, the amount thereof shall be deducted from his/her accumulated credit sick leave. When an officer continues to be absent from work due to an illness or injury after having used up his/her sick leave credit, he/she shall be paid from his/her accrued annual leave (as provided in Section 8 below) and when that is used up (except for the eighty four (84) hours which may be retained at the officer's option), the officer shall be removed from the payroll.

**Section 3:** To be eligible for sick leave payments hereunder, the employee 1) must have completed at least sixteen (16) weeks of regular, full-time service in the bargaining unit, 2) must be unable to report for work due to his own personal illness or injury or the illness or injury of employee's spouse, designated eligible individual, the employee's or spouse's or designated eligible individual's children, parents, grandparents, or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the employee is principally responsible. 3) Sick Leave may be use for the absence caused by the attendance at a funeral of a relative, or person for whose financial or physical care the employee has been principally responsible. 4) Must advise the Department of the absence in accordance with departmental rules



and two (2) hours prior to the start of the officer's scheduled shift, except in an emergency, provided that the officer presents evidence satisfactory to the University that an emergency existed.

**Section 4:** If the University has reason to believe that an officer is abusing his/her sick leave, the University has the right to require physician's verification of all future absences of that employee due to reported illness, injury or disability for up to twelve (12) months from the date the employee is first notified of this requirement.

**Section 5:** When there is a question as to whether an officer is medically able to return to work following his/her illness or injury, the University may require that the officer present a statement from a physician, attesting to the fact that the officer is medically able to return to work and/or be examined and certified to return to work by a physician designated by the University. If the University requires an examination by a physician designated by the University, the University shall pay for the examination.

**Section 6:** When an officer, hired before July 1, 2011, retires under the provisions of this contract, he/she shall be entitled to be paid his/her accumulated unused sick leave as of the date of such retirement but not to exceed a total payment of one thousand forty (1040) hours of such paid sick leave. Employees hired on or after July 1, 2011, are not eligible for this benefit.

Sick Leave pay off is made as a contribution by the University to a 403(b) Special Pay Plan account and, when applicable, a 415(m) established on the employee's behalf, to the extent allowable by plan provisions. Details of the University's Special Pay Plan, to include specification of any additional plan to accommodate excess contributions, are attached to the agreement as Appendix C.

**Section 7:** When an officer, absent due to illness or injury, has exhausted the paid sick leave credited to his/her account, he/she shall thereupon draw upon his/her accumulated annual leave to the extent of his/her accrual thereof and must use his/her annual leave to the extent of its accrual prior to being eligible for an unpaid sick leave of absence, provided, however, that the officer shall have the option of retaining up to eighty four (84) hours of his/her accumulated annual leave at the time he/she goes on an approved sick leave of absence. If the sick leave expires, the retained annual leave, if any, shall be paid to the employee at that time.

**Section 8:** Officers shall follow Departmental rules regarding reporting of absences due to injury, illness, or disability, including rules regarding call-in procedures and rules regarding leaving work ill.

**Section 9:** An officer shall be eligible to use his/her unused accumulated sick leave to provide necessary emergency care to an ill or injured spouse, dependent child, or other dependent living in the officer's household.

**Section 10:** Five (5) days of accrued sick leave may be used to care for immediate family members not residing in the employee's household.

**Section 11:** Eligible employees can exchange a total of 40 hours of unused paid time off for a contribution to their 403(b) and/or 457(b) tax-deferred savings plan. To be eligible the employee:

- A. Must have been making a salary deferral into the 403(b) and/or 457(b) tax-deferred savings plan for all of the year or contributed to the plan limit.

B. Must have 7 (seven) years of University service to exchange sick leave.

A total of 40 hours in any combination of unused sick and annual leave hours may be exchanged. 403(b) and/or 457(b) contributions will be made by February in the following year at the employee's hourly rate as of the date of payment.

The enrollment form must be submitted to Human Resources by Dec. 31.

The enrollment form is available online:

<http://www.wmich.edu/hr/forms/retirement>

## **ARTICLE 24 - ANNUAL LEAVE**

**Section 1:** Eligible employees will be credited with an Annual Leave Lump Sum Allotment on July 1 of each year. Employees may carry-over, from the previous fiscal year, up to twenty-four (24) hours of Annual Leave. An employee who is on unpaid leave as of July 1 will, upon returning to the payroll, receive a pro-rated Annual Leave Lump Sum Allotment.

The maximum amount of annual leave that will be allotted to eligible employees in any fiscal year (July 1 – June 30) will not exceed the following:

| <i>Length of Service</i> | <i>Lump Sum Allotment (Hours)<br/>per Fiscal Year</i> |
|--------------------------|---|
| <i>Upon hire</i>         | <i>96 hours*</i>                                      |
| <i>After 1 year</i>      | <i>120 hours</i>                                      |
| <i>After 5 years</i>     | <i>144 hours</i>                                      |
| <i>After 8 years</i>     | <i>160 hours</i>                                      |
| <i>After 10 years</i>    | <i>176 hours</i>                                      |
| <i>After 15 years</i>    | <i>192 hours</i>                                      |
| <i>After 20 years</i>    | <i>200 hours</i>                                      |

*\*New hires will receive a pro-rated Annual Leave Lump Sum Allotment.*

**Section 2:** To be eligible for consideration to receive annual leave hereunder, the officer (1) must have completed at least six (6) months of regular, full-time work in the bargaining unit. Annual leave requests can be made in written form, electronic form or using the Telestaff scheduling system or it's replacement.

**Section 3:** While the University will endeavor to accommodate officers with respect to their preferred time for taking annual leave, it is understood and agreed that the University will determine the number of officers, if any, who can be spared from work for this purpose at one

time. It is further understood that conditions can exist under which an officer will not be permitted to take his/her annual leave at the time of his/her choice. Should this occur, the University will permit the officer to take such annual leave at a mutually-satisfactory time as soon thereafter as is practicable. Annual leave requests will be considered on a first-come first-serve basis and shall be granted at the sole discretion of the University. Requests to use annual leave will not be arbitrarily or capriciously denied

**Section 4:** Upon discharge, termination, resignation, or retirement, unused carry-over hours of annual leave, if any, are paid off in full as a contribution by the University to a 403(b) special pay plan account established on the employee's behalf, to the extent allowable by plan provisions. In these events, the maximum number of lump sum allotment annual leave hours available for payoff, as a contribution to the 403(b) special pay plan as allowable, is based on the portion of the year completed on the date of separation or retirement less hours used. In no case shall the total number of annual leave hours paid off between the two sources combined exceed 200. Management reserves the right to schedule the employee to use annual leave prior to the effective date of separation or retirement, depending on operational needs and department budget restrictions.

Details of the University's Special Pay Plan may be viewed by accessing the WMU/HR website.

**Section 5:** If an officer is to be placed on an unpaid sick leave of absence, any accrued, unused annual leave must be used by the officer before the officer goes off the payroll and on the leave, provided however, that an officer shall have the option of retaining up to eighty four (84) hours of his/her accumulated annual leave at the time he/she goes on an approved sick leave of absence. If an officer is to be laid off, any accrued, unused annual leave will be paid to the officer at the time the officer goes off the payroll.

**Section 6:** Annual leave must be requested and used in blocks of one (1) hour or more. The only exception is that it may be requested and used in blocks of one-tenths (1/10) of an hour where, due to legitimate and unforeseen reasons, an employee is late for work or has requested to leave work early.

For further details on Annual Leave please refer to the WMU/HR website.

## **ARTICLE 25 - LEAVES OF ABSENCE**

**Section 1:** UNPAID PERSONAL LEAVE. An officer who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay for a period of not less than one (1) working day and not more than four (4) months. Such personal leaves of absence shall be granted or denied at the sole discretion of the University. An officer who is granted a personal leave of absence must use his/her accrued annual leave for the time off to the extent of the accrual.

### **Section 2:**

- A. UNPAID SICK LEAVE OF ABSENCE. In the event that an officer has used all of his/her accumulated paid sick leave and all of his/her accumulated annual leave (except for the eighty four (84) hours which may be reserved at the employee's option) and is unable to return to work due to personal illness, injury, and/or has exhausted benefits under a Family and Medical Leave of Absence, the officer shall be granted an unpaid sick leave of absence, not to exceed twelve (12) months from the last date paid, provided that (1) the officer has completed his/her probationary period; (2) the request is made in advance in writing, whenever possible and includes a supporting

physician's statement which includes the date that the employee became unable to work and the projected date of return; and (3) the officer provides the University with a physician's certification of the necessity for a continuation thereof when the same is requested by the University.

- B. REASSIGNMENT.** The University may, at its sole discretion, offer an officer, who is temporarily unable to perform all aspects of his/her regularly assigned work due to medical disability, and who has used all of his/her accrued paid sick leave or who is receiving Worker's Compensation payments, a limited-duty assignment within the Department of Public Safety, which the officer is medically able to perform, for part or all of the duration of the temporary disability. Such work shall be paid at the officer's regular hourly rate of pay. Such pay shall be an offset to Worker's Compensation or to Long-Term Disability payments. An officer shall have the right to refuse an offer of work outside the bargaining unit made under this provision by the University. However, the refusal of work will result in the termination of Worker's Compensation and/or Long-Term Disability benefits when such termination is allowable by law and/or the terms of the insurance policy.

**Section 3:** MILITARY LEAVE. An officer who enters the military service of the United States shall be granted a leave of absence and reinstatement privileges as described by applicable law.

**Section 4:** RESERVE DUTY LEAVE. Leave of absence without pay will be granted to officers active in the National Guard or a Reserve branch of the Armed Forces for the purpose of fulfilling their annual obligations and/or when called out due to temporary civil disturbances. An officer may choose to use his/her accrued annual leave to the extent of its accrual for military training periods in lieu of a leave of absence without pay. The officer must notify his/her supervisor in writing as soon as possible after receipt of his/her orders and state the duration of the leave and whether the officer is requesting to take annual leave or unpaid leave.

**Section 5:** FUNERAL LEAVE. Officers may request a leave of absence without loss of pay not to exceed five (5) days, ending no later than the day following the day of the funeral, to make arrangements for and/or attend the funeral of an immediate family member. "Immediate family member" includes the employee's current spouse, designated eligible individual, and the employee's or current spouse's or designated eligible individual's children, parents (including step-mother and step-father), grandparents, grandchildren, brother(s) (including stepbrother), sister(s) (including step-sister). "Children" includes foster children and children for whom the employee or current spouse or designated eligible individual has legal guardianship. The leave shall be granted provided that the officer notifies the Deputy Chief in writing of the impending absence and, if requested by the University, provides certification of death and of the officer's relationship to the deceased prior to receiving funeral leave. Seniority and benefits shall continue to accrue during funeral leave.

**Section 6:** JURY DUTY. An officer, who has completed his/her probationary period and who is summoned and reports for jury duty as prescribed by applicable law, shall be scheduled for the day shift for the period of jury duty obligation. The officer's days off shall not be changed, and the officer shall report to work at 7:00 am. each morning that he/she is scheduled to work and will be released from work as necessary to report to court by the specified time. For each day on which the officer performs jury service, on which he/she was scheduled to work for the University, he/she shall be paid his/her normal, scheduled straight-time hours at his/her regular rate of pay.

An officer shall report promptly to work when he/she is excused from jury duty, provided he/she is excused during his/her regularly scheduled shift. If he/she is excused at a time outside his/her regularly scheduled shift, he/she shall promptly report at the start of his/her next regularly scheduled shift. Failure of the officer to do so shall cause him/her to forfeit all right and claim to jury duty pay from the University.

This Section does not apply to employees who volunteer for jury duty, and the University's obligation to pay for jury duty shall be limited to a maximum of forty-five (45) days in any calendar year.

Officers must notify the Deputy Chief in advance of the jury date by a copy of the summons as soon as the officer receives the summons, and must apply for jury duty pay in accordance with procedures developed by the Department of Human Resources. If the officer fails to do so, he/she shall not be eligible for jury duty pay.

Seniority and benefits shall continue to accrue during jury duty leave of no more than forty-five (45) days in any calendar year.

**Section 7:** Except as otherwise specifically provided herein, leaves of absence shall be without benefits, and seniority shall continue to accrue during the leave.

## **ARTICLE 26 - EQUIPMENT ALLOWANCE**

**Section 1:** The University shall continue to provide officers with uniforms and equipment on the same basis and to the same extent that uniforms and equipment were provided to officers as of the effective date of this Agreement.

**Section 2:** The University shall continue to provide for the cleaning of the officers' uniforms, on an as-needed basis.

**Section 3:** Each officer classified as a Detective shall receive a clothing/cleaning allowance of \$1460 per full fiscal year worked which shall be paid in two (2) semi-annual installments. Detectives will have their uniforms and business shirts and pants laundered at University expense by the vendor who launders the officers' uniforms. Detectives will also be allowed vendor dry cleaning services for one business suit once per calendar month.

**Section 4:** The University agrees to pay bargaining unit employees an annual equipment allowance in the amount of four hundred fifty dollars (\$450). This payment will be made in January of each year.

## **ARTICLE 27 - MISCELLANEOUS FRINGE ITEMS**

**Section 1:** In accordance with the regulations of the campus parking system, the University shall provide officers with a parking permit, which allows them free parking in designated employee parking lots. The University reserves the right to discontinue this benefit during the term of this Agreement.

**Section 2:** The University shall allow officers use of the University Health Center and Unified Clinics to the extent and in the same manner such services are made available to non-bargaining unit employees of the University.

**Section 3:** The University will use its best efforts to secure from any bookstore vendor a discount to officers of ten (10) percent on most purchases of \$1.00 or more made at *Western's Campus Bookstore*.

**Section 4:** The University shall provide the following tuition discount and remission program:

- 27.4.1 **Bargaining Unit Employees.** Western shall provide a one hundred percent (100%) discount on tuition, enrollment fee, sustainability fee, and student assessment fee for graduate and undergraduate courses taken at Western Michigan University by bargaining unit employees. The discount is applicable to the first eight (8) hours in a fall or spring semester and the first four (4) hours in a summer I or summer II session, but shall not apply to individual course or lab fees. Accepting the tuition discount for non-job related graduate courses may create tax liability for the bargaining unit member.
- 27.4.2 **For Spouses, Dependents, and Designated Eligible Individuals (DEI)s.** Western shall provide a seventy-five percent (75%) remission on tuition, sustainability fee, and student assessment fee for undergraduate courses taken by a spouse/dependent/DEI meeting admission requirements at Western Michigan University. Remission is calculated on the following items as charged to the student's WMU account: gross tuition, student assessment fee, and sustainability fee. Prior to the use of tuition remission funds, the University will first apply to the student's account any external or University award that is limited to paying tuition and mandatory fees. In the event that all tuition and mandatory fees are covered by a tuition-specific external or University award, or a combination of such awards, tuition remission is not provided. If after applying tuition-specific external or University awards there remain tuition and fees unpaid, the tuition remission funds will be applied to cover such costs up to, but not exceeding, 100% of such costs. The remission does not apply to individual course or lab fees. There shall be a lifetime maximum per individual of at least one hundred thirty (130) credit hours (does not include non-credit courses) at the undergraduate level.
- 27.4.3 **Extended Eligibility.** An eligible dependent or spouse who began the remission program prior to the death, retirement, or permanent disability of the bargaining unit employee shall have four (4) years of eligibility after the event.
- 27.4.4 **Definitions.** "Spouse" means current spouse, by legal marriage. "Dependent" means a person who qualifies as a dependent for the purpose of the eligible employee's federal income tax and is so reported for the period for which tuition remission is granted. "Designated Eligible Individual" is defined in Article 27, Section 9.

**Section 5:** The University shall continue to provide officers with official University ID cards, which must be validated and must be presented in order to obtain certain fringe benefits.

**Section 6:** The University shall provide discounts on the purchase, for personal use only, of season tickets of admission to selected University athletic and cultural events, programs or series to officers on the same basis as such may be provided to other employees.

**Section 7:** Officers shall be eligible to participate in the University's Western Wellness program, provided such program remains available.

**Section 8:** Officers shall be eligible to participate in the University's optional 403(b) and 457(b) contributions via sick/annual leave program.

## **Section 9:** Designated Eligible Individual (DEI)

The University's Designated Eligible Individual program remains effective for the duration of this Agreement and expands the eligibility for enrollment in West Michigan University's benefit plan. Western Michigan University reserves the right to change the eligibility criteria or to suspend or terminate the Designated Eligible Individual benefit program, should a court of competent jurisdiction rule the program to be in violation of the law or Michigan constitution (see Article 37). Bargaining unit members who do not already enroll a spouse in the health or other benefit plans may enroll one adult individual for benefit coverage, but only if all the eligibility criteria are met.

27.9.1 *Designated Eligible Individual*, at the time of the proposed enrollment, resides in the same residence as the bargaining unit member and has done so for the previous eighteen (18) continuous months, other than as a tenant and is not a "dependent" of the employee as defined by the IRS.

27.9.1.1 Children of a Designated Eligible Individual are also eligible for this benefit if they are members of the faculty member's household and meet IRS dependent criteria as well as university dependent coverage policy (up to age 26).

27.9.1.2 Eligibility for coverage of a Designated Eligible Individual, or of a Designated Eligible Individual's dependent, ceases on the date that any of the listed criteria are not met.

27.9.1.3 *Limits of Eligibility*. The following individuals are not eligible as designated eligible individuals:

- a. Children of bargaining unit member and their descendants (children, grandchildren)
- b. Parents of bargaining unit member
- c. Parents' other descendants (siblings, nieces, nephews)
- d. Grandparents and their descendants (aunts, uncles, cousins)
- e. Spouse's relatives
- f. Renters, boarders, tenants

27.9.1.4 *Enrollment*. Designated Eligible Individual enrollment must be completed during the open enrollment period or no more than 30 days after all of the above criteria are met.

27.9.1.4.1 *Effect on Member Enrollment*. This article does not affect the rights of or criteria applicable to any bargaining unit member qualifying for enrollment in WMU's benefit plans under any other applicable University policy.

Additional Benefits for DEI.

1. Discounts on Campus Bookstore purchases made by the bargaining unit employee on behalf of the designated person as provided in Article 27, Section 3.
2. Seventy-five percent (75%) remission on tuition and required fees as provided in Article 27, Section 4 for undergraduate courses. Accepting discounts on Campus Bookstore purchases and on tuition and required fees will result in tax consequences of reported income on an employee's W-2 form.
3. Funeral leave for the employee as provided in Article 25, Section 5.
4. Use of sick leave credits as provided in Article 23, Section 3.

## **ARTICLE 28 - RETIREMENT**

**Section 1:** RETIREMENT PLANS. The University shall continue to make contributions on behalf of officers to the Michigan Public School Employees Retirement System (hereinafter MPSERS) in accordance with the provisions and statutes governing such retirement plan. Retirement eligibility and benefits will be in accordance with the rules and regulations of MPSERS. Employees hired on or after January 1, 1996 are not eligible for the MPSERS plan, and are enrolled in the defined contribution plan (currently TIAA/CREF).

For employees hired on or after January 1, 2013, the following contribution levels will apply:

1. If the employee contributes less than one percent (1.0%) of base pay, the University will make a nine percent (9.0%) contribution;
2. If the employee contributes one percent (1.0%) or more but less than two percent (2.0%) of base pay, the University will make a ten percent (10.0%) contribution;
3. If the employee contributes two percent (2.0%) or more of base pay, the University will make an eleven percent (11.0%) contribution.

**Section 2:** UNIVERSITY RETIREMENT BENEFITS. For employees hired prior to October 1, 2011, an officer who separates from University employment for retirement purposes and who (1) has at least ten (10) consecutive years of regular full-time employment with the University and who is at least fifty-five (55) years old prior to the date of the retirement; or (2) has completed twenty-five (25) consecutive years of regular full-time employment with the University, shall be eligible for University retirement benefits for officers, including retirement, life insurance and individual hospital/medical insurance coverage (hospital-medical insurance further defined in Section 3).

For employees hired on or after October 1, 2011, an officer who separates from University employment for retirement purposes and who (1) has at least fifteen (15) consecutive years of regular full-time employment with the University and who is at least sixty (60) years old prior to the date of the retirement; or (2) has completed twenty-five (25) consecutive years of regular full-time employment with the University, shall be eligible for University retirement benefits for officers, including retirement, life insurance and individual hospital/medical insurance coverage (hospital-medical insurance further defined in Section 3).

**Section 3:** RETIRED HOSPITAL-MEDICAL COVERAGE. Employees receiving retirement benefits under the MPSERS plan will receive the MPSERS hospital and medical coverage. The



University shall pay the MPSERS premium for retired employees who meet the definition of WMU retiree. Employees under the defined contribution plan (currently TIAA/CREF), who meet the definition of a WMU retiree, will be covered under the University's PPO available to bargaining unit employees. The cost of dependent coverage under both the MPSERS and defined contribution plans will be borne by the employee/retiree.

A police officer/detective with an initial employment date on or after January 1, 2018, who later qualifies and retires from Western Michigan University will, in retirement, have access to WMU's then current health insurance plan. The police officer/detective member/retiree will, in retirement, pay all costs (including all premiums) associated with access to WMU's then current health insurance plan, including all costs associated with access to the Medicare supplement plan.

A Police Officer/Detective under the MPSERS plan who elects to retire before the age of sixty-five (65) and is not eligible for MPSERS benefits shall remain in PPO plan as provided to full-time employed Police Officers/Detectives until he/she attains age sixty-five (65) and qualifies for Medicare at which time the University PPO plan becomes supplemental to Medicare. Those who are eligible for retirement benefits under MPSERS shall have a different plan under the aegis of the State of Michigan. The University shall pay the MPSERS premium for retired Police Officers/Detectives.

## **ARTICLE 29 - INSURANCE**

**Section 1:** The University shall provide bargaining unit employees with a preferred provider organization ("PPO") health plan and the WMU Health Services Plan. These plans shall continue for the length of this Agreement. The University reserves the right to determine carriers and administrative agents of such benefits and programs at its sole discretion, with prior consultation with the Association. Upon request, the University will provide the Association with a copy of all contracts with health care agents and providers. Health care plans may be accessed via the carrier's website. The plan definition will be the same as offered to WMU faculty (WMU-WMU AAUP) during the life of this Agreement, unless changes are required in accordance with State and/or Federal laws. Human Resources shall assist employees with questions and concerns regarding these health care plans. An insurance carrier may make changes to the plan design to which WMU must comply.

The University reserves the right to offer healthcare options/alternatives in addition to the PPO health plan during any plan year, with separate schedules for employee cost co-shares. This will also include the offering of voluntary wellness program participation and programming.

**Section 2:** Beginning January 1<sup>st</sup> of each year the employees' share of the cost of health insurance will be changed as follows:

- A. Each bargaining unit member with single coverage will pay the following under the PPO plan:
  - Calendar year 2022: 20.0% of the single-person rate
  - Calendar year 2023: 20.0% of the single-person rate
  - Calendar year 2024: 20.0% of the single-person rate
- B. Each bargaining unit member with two-person coverage will pay the following under the PPO plan:

Calendar year 2022: 25.0% of the two-person rate

Calendar year 2023: 25.0% of the two-person rate

Calendar year 2024: 25.0% of the two-person rate

- C. Each bargaining unit member with family coverage will pay the following under the PPO plan:

Calendar year 2022: 28.8% of the family rate

Calendar year 2023: 28.8% of the family rate

Calendar year 2024: 28.8% of the family rate

For calendar years 2025, 2026 and 2027, charges for the employees' share cost of health insurance shall continue to be the same as those of the AAUP Faculty.

- D. Principles of Care and Services. Western shall provide health care benefit coverage to all bargaining unit members under the terms and conditions of the PPO health plan. The Benefits Guide serves as an additional reference but the terms and conditions contained in the PPO health plan govern. "Medically necessary" care and treatment is what which is recommended or approved by a physician or health care provider, is consistent with the patient's condition and accepted standards of good medical practice, and is the appropriate level of services which can be safely provided to the patient.

- E. Vision and Dental Care Services. The following health care services shall be covered.
1. *Vision.* Eye examinations, lenses and frames as described in the health plan.
  2. *Dental.* Dental services as described in the health plan.

- F. The WMU Health Services Plan. The "WMU Health Services Plan" describes additional benefits applicable to members enrolled in the PPO plan. Western reserves the right to amend the health benefit plans as dictated by changes in the law and changes mandated by the carrier/administrative agent. Sindecuse will determine/define the types and levels of service(s) it provides.

1. *Prescriptions.* Prescription drugs shall be available at the Sindecuse Health Center pharmacy through the PPO plan's five (5) tier formulary with co-pay levels at the same rate as non-university pharmacies for generic, preferred brands, and non-preferred brands, preferred specialty, and non-preferred specialty, respectively. A ninety (90) day supply of maintenance drugs will be available for a 2.25x co-pay, except that "first fill" prescriptions will be limited to a 30-day supply at a reduced co-pay.

2. *Medical Services.* Sindecuse does not collect or process labs or x-rays from outside providers for bargaining unit members. Primary care and specialty services are provided.

3. *Office co-pays, deductibles, and co-insurance.* Sindecuse primary care office visits and specialist office visits are subject to the same co-pays as specified in the PPO plan.

For health care services subject to a deductible per the PPO plan, Sindecuse's deductible will be fifty percent (50%) of the PPO plan's deductible. Regardless whether the deductible amount is paid to an off-campus provider or to Sindecuse, all deductible payments made by the bargaining unit member will count towards the faculty member's total deductible amount. Sindecuse health care services are subject to the PPO plan's co-insurance provisions.

4. *Unified Clinics*. All services provided by the Unified Clinics shall be available as the PPO and/or WMU Health Services Plan, to PPO plan members and at a level of service as defined by that facility. Such services can be found at: <http://wmich.edu/unifiedclinics>

**Section 3:** Long-term disability benefits equal sixty-six and 67/100 percent (66.67%) of the employee's base pay are payable on the thirty-first (31<sup>st</sup>) day of disability or upon exhaustion of accumulated sick leave, whichever is later. There is no maximum monthly benefit. The employee will pay fifty percent (50%) of the premium and the employer will contribute fifty percent (50%) of the premium.

**Section 4:** The University shall pay one hundred percent (100%) of the premium for a \$100,000 life insurance policy for all bargaining-unit employees. The beneficiary who receives the 100,000 death benefit is not eligible for the sick leave payout set forth in Article 23.7. In addition, the University shall pay seventy five percent (75%) of the premium for a \$15,000 life insurance policy for bargaining-unit employees. Additional supplemental life insurance is available to bargaining unit employees, with the employee paying one hundred percent (100%) of the premium. Employee contributions will be made through payroll deduction. Bargaining unit employees who are deemed WMU retirees are eligible for a \$1,000 life insurance policy in retirement fully paid by the University.

- 1 Due to Internal Revenue Code provisions, the University must regard the fair market value of an employee's Designated Eligible Individual program health benefits as wages subject to W-2 reporting and appropriate payroll tax withholding.
- 2 See the eligibility rules stated on the health insurance enrollment form.

## **ARTICLE 30 - PROMOTIONS**

**Section 1:** When the University decides to fill a vacancy in the classifications of Detective or of Sergeant, such available position shall be posted on the Department's bulletin board for a period of seven (7) calendar days, during which period bargaining-unit employees may bid for such position by submitting a letter of interest and application to the Chief within the seven (7) day posting period.

**Section 2:** In order to be eligible to be considered for promotion from the classification of Police Officer to the classification of Detective or from the classification of Police Officer or Detective to the classification of Sergeant, the applicant (1) must have at least two (2) years of full-time service as a Police Officer in the WMU Department of Public Safety.

**Section 3:** Officers who apply and are qualified to be considered for a promotion to the classification of Detective or Sergeant, shall be evaluated according to the following procedures:

- A.** Each applicant shall participate in an oral examination given by a board consisting of the following members:
1. The Deputy Chief of the WMU Department of Public Safety, who shall serve as chairperson.
  2. A staff member from the WMU Human Resources.
  3. The WMU Affirmative Action Officer or designee;
  4. A police officer from another police agency within Kalamazoo County, who holds the rank of the position to be filled or a higher rank.

The oral examining board shall inquire concerning the employee's performance, experience, training, qualifications, attitude and any other factors deemed relevant by the members of the board in order to determine the applicant's ability to perform the job for which he/she has made application.

The basic questions for each area of the inquiry shall be prepared in advance by the University Human Resources Office and asked of each applicant. Members of the oral examining board shall score each applicant. The average score obtained before the oral examining board shall constitute up to a maximum of forty (40) points of the applicant's final score.

- B.** Each applicant shall be evaluated in writing by each supervisor in the WMU Department of Public Safety under whose supervision he/she has worked a shift rotation, or a portion thereof, using a form that solicits the supervisor's evaluation of the candidate in regard to the candidate's performance, experience, training, qualifications and any other factors deemed relevant by the University. Each applicant shall be evaluated by at least two (2) supervisors: therefore, if he/she has worked a shift rotation or a portion thereof under only one (1) supervisor, a second supervisor under whom the applicant has worked with on at least one (1) occasion shall be designated by the Chief to evaluate the applicant. The average score an applicant obtains from these reviews shall constitute up to a maximum of twenty (20) points of the applicant's final score.
- C.** Applicants shall take a written promotional examination specific to the position for which they are applying. The examination scores shall constitute up to a maximum of thirty (30) points of the applicant's final score.
- D.** Years of service. Each applicant will be given  $\frac{1}{2}$  (one-half) point per completed year of WMU departmental service at the time of the posting up to 20 (twenty) years of service for a maximum of 10 points.
- E.** ADMINISTRATION. The promotional evaluation shall be administered in the following order:

The Supervisor evaluation will be conducted and each candidate will receive their score (out of twenty (20) possible points) in writing.

Next, the Oral examination will be conducted and each candidate will receive their score (out of forty (40) possible points) in writing.

The Years of service score will be calculated next and each candidate will receive their score (out of ten (10) possible points) in writing.

The Written examination shall be conducted last and each candidate will receive their score (out of thirty (30) possible points) in writing.

Each candidate shall receive their score from each evaluation segment prior to the next evaluation segment being administered. The order of administration of the promotional evaluation can be altered with the voluntary agreement of both the WMU PD command the WMU POA Board.

**Section 4:** WRITTEN EXAMINATION. The written examination portion of the promotional process shall be administered by a third party entity, as agreed upon by both the Association and the University.

**Section 5:** The maximum total score on the evaluation shall be one hundred (100) points.

**Section 6:** The applicants' final scores shall be determined, and the applicants shall be ranked by score. Each applicant shall be informed in writing of their total score and where they finished in the ranking. The names of the candidates with the three (3) best scores and their scores shall be given to the Director for his/her decision. The Director may, at his/her sole discretion, choose any one or none of the candidates whose names are presented to him/her, taking into account his/her evaluation of the applicants' experience, training, qualifications, attitude, performance, and any other factors deemed relevant by the University, including, to the extent consistent with the law, the affirmative action goals of the University. If the Director chooses none of the candidates, the University shall have the right to hire from outside the University to fill the vacant position, provided, however, that the Director shall not unreasonably refuse to promote one of the candidates whose names are presented to him/her.

**Section 7:** Should there be less than three (3) applicants, the names of all the applicants who complete the promotion process and their scores shall be presented to the Director for his/her selection. In the event there are more than three (3) applicants who complete the promotion process, and the third-highest scoring applicant is "tied" with other candidates, the number of names presented to the Director may be increased to include all candidates with the same score as the third-scoring candidate.

**Section 8:** Should there be only one (1) applicant, a promotional evaluation may not be required.

#### **ARTICLE 31 - NEPOTISM**

**Section 1:** Persons related by family or marriage may be employed by the University, provided such individuals meet and fulfill regular University employment standards.

**Section 2:** Officers shall not initiate, participate in or influence in any way, institutional personnel decisions involving members of their families and shall neither supervise nor be supervised by members of their family.

#### **ARTICLE 32 - ADDITIONAL EMPLOYMENT**

**Section 1:** Officers may engage in employment in addition to their work for the University Department of Public Safety, provided that:

- A. No officer shall engage in additional employment that may interfere with his/her primary responsibility to the University to satisfactorily perform his/her work as an officer;
- B. No officer shall use his/her status as a University police officer or as a deputy to obtain or continue in additional employment;
- C. Officers who engage in additional employment must inform the Director in advance of the nature and hours of the additional employment.

**Section 2:** The Director shall have the right to require an officer to cease additional employment if any of the conditions specified in Section 1 were violated.

### **ARTICLE 33 - PERFORMANCE REVIEWS**

**Section 1:** The University may conduct bi-annual reviews of police officers and detectives at the end of each major scheduling period. Such reviews shall be completed on the form attached as Appendix B of this Agreement for officers. The University administrative review form will be used for detectives.

**Section 2:** Probationary Reviews. The University shall review the performance of probationary officers at least two times during the one-year probationary period, using evaluation instruments determined by management.

**Section 3:** The University, at its discretion, may conduct additional reviews of the performance of probationary and regular officers, in addition to the other reviews specified in this Agreement, provided the Director advises the affected officer(s) in writing of the reasons for the review.

**Section 4:** Consequences of an unacceptable or unsatisfactory performance evaluation.

- A. A regular officer who receives an unacceptable or unsatisfactory performance evaluation shall be placed on a three (3) month special review period, which shall start on the first day of the month following the month in which the review is received by the officer. During the special review period, the officer shall be responsible for correcting the deficiencies in his/her performance. The reviewing sergeant shall identify the areas of needed improvement and shall give the officer advice about correcting his/her performance if requested by the officer during each special review period.

The officer shall be reviewed again after the end of the special review period. If the officer's performance is still unacceptable or unsatisfactory, the officer shall be given a five (5) working-day unpaid disciplinary suspension and shall, upon return from the suspension, be placed upon a second three-(3) month special review period, during which the officer shall have a final chance to correct the deficiencies in his/her performance.

The three-month special review period shall begin on the first day of the month following the month in which the suspension is given. The officer shall be reviewed again at the end of the second special review period and shall, at that time, if his/her performance is still unacceptable or unsatisfactory, be discharged.

If, after an unacceptable or unsatisfactory review, either the first or second special review is acceptable (or better) or provisional (or better), the officer shall, in any event, be reviewed again in three months, at which time another unacceptable or unsatisfactory

review shall make the officer subject to suspension (for a second unacceptable or unsatisfactory review) or discharge (for a third unacceptable or unsatisfactory review).

If, due to absences resulting from the personal illness or disability of the officer, a special review period does not contain at least forty-five (45) working days, it shall be extended by the number of days needed to make it forty-five (45) working days in length.

- B.** Probationary Officers: A probationary officer may be terminated after receiving one unacceptable or unsatisfactory review or for any other reason at the sole discretion of the University.

**Section 5:** Performance reviews shall not be grievable, except that the first unacceptable or unsatisfactory performance review of a regular officer may be grieved through Step Two only (but shall not be arbitrable). However, suspensions and discharges of regular officers, resulting from second or subsequent unacceptable or unsatisfactory performance reviews, are grievable.

If the suspension of a regular officer for a second unacceptable or unsatisfactory performance review is grieved, the Union shall have the right to raise in that grievance the issue of the first unacceptable or unsatisfactory performance review, provided that this first review was grieved and the grievance was pursued through Step Two without resolution. The Union shall not have the right to raise the issue of previous reviews that were not grieved.

## **ARTICLE 34 - WAGES**

**Section 1:** The wage schedule for officers that shall be in full force and effect for the life of this Agreement is attached as Appendix A.

**Section 2:** OVERTIME. Time and one-half an officer's regular hourly rate of pay shall be paid for all time worked on the job in excess of the officer's regularly scheduled straight-time hours. Overtime shall be paid in one tenth (1/10) hour increments rounding up to the next highest tenth (1/10) hour. Hours paid by the University but not actually worked by the officer for annual leave, sick leave, holiday leave, funeral leave, jury duty leave, or other leave paid by the University shall be counted as hours worked for the purpose of computing overtime pay.

Regularly scheduled working hours for police officers shall not be adjusted to avoid paying officers overtime or holiday rates of pay.

**Section 3:** MINIMUM CALL-IN HOURS. For purposes of this Article, minimum call-in hours shall be three (3) hours for all officers.

**Section 4:** COURT APPEARANCES. When, as a result of performing his/her duties as an officer, an officer is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the officer shall, except as provided below, be paid his/her minimum number of call-in hours at a rate of pay at time and one-half (1-1/2) his/her regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half (1/2) his/her regular rate of pay, whichever is greater.

The minimum call-in hours shall not apply if the officer's regularly scheduled shift is continuous with the time spent in court during off-duty hours, and, in such cases, time and one-half (1/2) the officer's regular rate of pay shall be paid only for the actual time during off-duty hours that the officer appears in court or before an administrative agency.

If an appearance starts within one and one-half (1-1/2) hours before the start of the officer's regularly-scheduled shift and ends before the start of the officer's regularly scheduled shift, the officer shall be paid for the period of time between the end of the appearance and the start of the regularly scheduled shift. Such time shall be paid at time and one-half the officer's regular hourly rate of pay, and, in such cases, the minimum call-in hours shall not apply.

If an appearance ends within the officer's number of minimum call-in hours after the end of the officer's regularly scheduled shift, the officer shall be paid for the period of time between the end of his/her regularly scheduled shift and the end of the appearance. Such time worked shall be paid at time and one-half (1-1/2) the officer's regular hourly rate of pay, and, in such cases, the minimum call-in hours shall not apply.

Time paid for appearance before a court or an administrative agency as provided in this Article shall include thirty (30) minutes of court preparation time.

The payment for time necessarily spent shall not include any lunch recess taken by the court or administrative agency.

As a condition of receiving payment for court appearances or for appearances before an administrative agency, the officer shall assign to the University his/her court or administrative agency witness or appearance fee, and, if he/she used a University vehicle, his/her mileage fee.

#### **Section 5: On-Call**

There may be instances when the status of a court trial, administrative hearing or other such required appearance is unknown. In these instances, the employee will be considered, "on-call". The employee assigned to on-call duty shall be required to remain immediately available through reasonable pre-established methods of communication, to report for the appearance within a reasonable period of time.

Employees assigned to on-call duty will be compensated at the rate of 3 (three) hours of overtime rate pay for any time period 5 hours or less. If an officer is required to be on call beyond the initial 5 hours they will receive an additional hour of overtime pay for up to one additional 5 hour period.

When an officer has received a subpoena or other notice of a scheduled hearing the following procedures will be followed;

- A. An employee will appear as directed by the notice of hearing unless the employee is placed on call by the notice of hearing, the court, or the employer.
- B. An employee who has been placed on call shall check on the status of the hearing as directed prior to appearing there.
- C. If an employee is notified by 6:00 pm on the day preceding the scheduled hearing date that the hearing has been cancelled, the employee shall not be considered to be on call for that hearing.
- D. If an employee does not receive the notice of the cancellation of hearing by 6:00 pm on the day preceding the scheduled hearing date, the employee shall be considered on-call. On call time shall commence at 8:00 am, on the day of the scheduled hearing, and shall terminate when the employee is required for the hearing or notified that the on-call status is terminated.



**Section 6:** CALL-IN WORK. An officer who is called in to perform work other than that for which he/she had previously been scheduled shall, except as provided below, be paid for his/her minimum number of call-in hours at time and one-half (1-1/2) his/her regular hourly rate of pay or for the actual time necessarily worked at time and one-half (1-1/2) his/her regular hourly rate, whichever is greater. The minimum shall not apply if the officer is called in to work prior to, but for a period continuous with, his/her regular starting time, or retained to work afterward, but for a period continuous with, his/her regular quitting time. When an officer is called in and then continues to work his/her regularly scheduled shift, the University agrees not to shorten the officer's regularly scheduled shift in order to avoid overtime payments without the agreement of the officer, unless the total continuous time worked would exceed twelve (12) hours. However, if both the officer and the University agree, the officer may work only twelve (12) hours. In any event, no officer shall work more than sixteen (16) hours in any one (1) twenty-four (24)-hour period without the prior approval of the Chief or the Deputy Chief.

**Section 7:** If an officer is required to work during his/her regular shift on a day that he/she is on annual leave, the officer shall not be charged from his/her annual leave bank for the hours worked, but shall be paid for those hours worked at his/her regular straight-time hourly rate.

**Section 8:** When an officer is temporarily transferred for the convenience of the University from one job classification in the bargaining unit to another or to the classification of Sergeant, he/she shall be paid the regularly hourly rate of pay which he/she receives in his/her regular job classification, until he/she has completed four (4) consecutive weeks of work in the temporary classification, after which time he/she shall receive the rate of the temporary classification for any further consecutive days of work therein. Transfers from Patrol Officer to Detective or Sergeant shall be voluntary on the part of the officer.

At the sole discretion of the University, an officer may be temporarily designated and required to perform as "officer-in-charge." With the permission of the University, an officer may decline to serve as "officer-in-charge." An officer so designated shall receive his/her regular hourly rate of pay. An "officer-in-charge" shall not have the authority to discipline officers.

At the sole discretion of the University, an officer classified as police officer may be temporarily transferred to the Detective Bureau to serve as a plain-clothes investigator. A police officer so transferred shall receive his/her regular hourly rate of pay.

**Section 9:** The University may, with advance notice to the Association, convert the current bi-weekly pay period to semi-monthly pay periods.

**Section 10:** Employees will receive their pay by way of direct deposit, with funds being deposited into the employee's account at the financial institution designated by the employee. If the employee does not provide a designated account, the employee will receive their pay by way of a pay card.

**Section 11:** Officers and Detectives who complete ten (10) years of continuous service with the Department shall receive a 3% increase to their base hourly wage rate starting the first full pay period thereafter.

## **ARTICLE 35 - NO STRIKE – NO LOCKOUT**

**Section 1:** The Association agrees that, during the life of this Agreement, the Association, its officers, affiliates, agents and members shall not authorize, instigate, aid or engage in any strike,

slowdown, stoppage of work, or any concerted acts that interfere with the normal and efficient operation of the University. The University agrees that, during the same period, there will be no lockouts.

**Section 2:** The University shall have the right, in its sole discretion, to discipline or discharge officers who engage in conduct proscribed by this Article. However, the question as to whether an officer's conduct is or was such as is proscribed by this Article may be processed under the grievance procedure starting with Step Two.

### **ARTICLE 36 - WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Association, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **ARTICLE 37 - SAVINGS PROVISION**

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the University and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

### **ARTICLE 38 - DEPARTMENTAL INVESTIGATIONS**

**Section 1:** In the event of a departmental investigation, the following investigatory procedures shall apply:

- A. The questioning of an officer shall be during his/her regular hours of work whenever practical, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of an officer shall take place at the WMU police station. Upon the request of the officer, an Association representative may attend the meeting.
- B. The officer being questioned shall be informed of the nature of the investigation before any interrogation commences. If the officer is being questioned for the purposes of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates an officer who has been questioned as a witness, he/she shall be informed of the nature of the charges and the nature of the investigation before interrogation commences on another occasion.

However, it is understood and agreed that the informing of an officer that he/she is being questioned as a witness only in no way provides immunity for such officer from

disciplinary action that may be taken as a result of information disclosed during the course of the interrogation or investigation. The officer(s) under investigation will be provided with the name(s) of the complainant(s) and/or known witnesses at the time the officer is officially notified of the investigation and thereafter if additional witnesses become known.

- C. If, during such investigatory procedure, but prior to its conclusion, the Director decides to suspend an officer, pending the outcome of such investigation, such suspension shall be with pay at the officer's regular hourly rate, until the Director decides that sufficient evidence exists to render a determination on the matter. If, as a result of such investigation, the Director determines that discipline of the officer is justified, it shall be handled in accordance with the provisions of the collective bargaining agreement governing discipline, including suspension and discharge proceedings.
- D. No record of any departmental investigation made, as a result of a complaint will be placed in the officer's personnel file when the complaint was determined to be untrue.
- E. If at any time during the departmental investigation, the officer becomes a suspect or target of a criminal investigation, a separate criminal investigation will be started. The officer shall have the right to consult with and have legal counsel available regarding the criminal investigation and the criminal investigation and interrogation shall be with the same constitutional and statutory safeguards that all citizens under criminal investigation are entitled to exercise. This subsection shall not hinder the department from continuing the original departmental investigation and solicitation of information for disciplinary purposes, provided the officer is given "Garity" protection.
- F. If the Director determines that it is necessary to continue an investigation beyond thirty (30) days from the time the officer was officially notified of the complaint against him/her, the Director shall, upon request of the officer, advise the officer of the status of the investigation and the reason why it is continuing beyond thirty (30) days.

### **ARTICLE 39 - FAMILY AND MEDICAL LEAVE**

**Section 1:** To be eligible for an unpaid family leave, an employee must have worked for the University for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately preceding the date the leave commences. A "rolling" twelve (12) month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave (except that such measure may not extend back before August 5, 1993) will be used for calculating leave requests.

**Section 2:** Eligible employees may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of a child for adoption or foster care, or for the care of their child, spouse, or parent who is suffering from a serious health condition, or because of the employees' own serious health condition which causes the employee to be unable to perform his or her work duties. Such leave will be without loss of seniority, hospital/medical or dental insurance benefits, and with the assurance that the employee will be returned to his or her position or an equivalent position at the end of the approved leave of absence (not to exceed twelve (12) work weeks). Employee will continue premium contributions that were in effect prior to the leave and will be subject to pay their portion of any premium increases that occur during the leave duration.

- A. FMLA leave may also be available to eligible employees where (1) the employee who is a spouse, child or parent of an active duty member of the armed forces has an FMLA qualifying exigency; or (2) where the employee is a spouse, child, parent or next of kin of a service member who has incurred an illness or injury during military leave, and the illness or injury results in the service member being unable to perform his or her duties and the employee is providing care to that person. Such a leave, combined with any other FMLA leave taken in a rolling twelve month period, may not exceed twenty-six (26) weeks.

**Section 3:** As part of the requested leave of absence for the birth/care of a child, placement of a child for adoption or foster care, or to care for a spouse, child, or parent who is suffering from a serious health condition, the employee will first be required to exhaust any accrued, available paid sick leave and annual leave in excess of eighty four (84) hours. The employee may retain eighty four (84) hours of paid annual leave. If the leave request is due to the employee's own serious health condition, the employee will first be required to exhaust any accrued, available paid sick leave. The employee may choose to use annual leave to extend the paid portion of the leave, but is not required to do so. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid.

**Section 4:** A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or placement of a child for adoption or foster care, shall expire at the end of the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the 12th month (of the twelve (12) month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave.

**Section 5:** Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) work weeks of leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a sick parent. However, each employee may use up to twelve (12) work weeks of leave during any twelve (12) month period to care for his or her child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

**Section 6:** Eligible employees who foresee that they will require a leave of absence for the birth/care of a child, placement of a child for adoption or foster care, or planned medical treatment, must notify the Benefits Office, Department of Human Resources in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

**Section 7:** An eligible employee who foresees the need for a leave of absence due to planned medical treatment for a serious health condition for himself or herself, his or her spouse, child, or parent should notify the Benefits Office, Department of Human Resources in writing as early as possible so that the absence can be scheduled at a time least disruptive to departmental operations. Such an employee must also give at least thirty (30) calendar days written notice unless impractical, in which case the employee will be expected to give as much written notice as circumstances permit.

**Section 8:** When the leave is necessitated by the employee's own serious health condition, or that of his or her spouse, child, or parent, the employee must provide the Benefits Office, Department

of Human Resources with medical certification verifying the need for such leave. The University may require the employee to obtain a second medical opinion, at the University's expense. The second health care provider may not be employed on a regular basis by the University. If the opinions of the first and second health care provider differ, the University may require a third opinion, again at the University's expense, from a health care provider mutually agreed upon by the University and the employee. The third opinion shall be final and binding. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.

**Section 9:** Employees on an approved leave will report to the chief at reasonable intervals designated by the chief regarding his or her status and intent to return to work upon conclusion of the leave.

**Section 10:** Although an employee on an approved leave of absence pursuant to this article will continue to be covered under the University's then-current applicable group hospital/medical and dental plan, an employee who fails to return to work at the end of the twelve (12) week period will be required to repay the University the cost of the University-paid benefits during the unpaid leave unless said failure to return is the result of the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

**Section 11:** To the extent that any provision of this article conflicts with the FMLA, the language of the Act will prevail.

**Section 12:** The provisions contained in this article shall be supplementary to and in addition to the various leave provisions contained in Article 25 of this Agreement.

#### **ARTICLE 40 – KALAMAZOO METRO SWAT TEAM**

**Section 1:** The WMU PD will allow members of the department to try out for the Kalamazoo Metro SWAT Team. It is at the sole discretion of the administration as to who is assigned to the Metro SWAT team and the number of officers assigned to the team.

**Section 2:** Costs associated with the SWAT Team such as weapons, ammunition, armor, communications devices and other required equipment shall be paid for by the WMU PD. The list of required equipment will vary depending on the position each member holds on the team (e.g., operator, designated marksman, sniper, negotiator, etc.). The list of required equipment will be maintained by the SWAT Team and identified as the SWAT Equipment List.

**Section 3:** After having been accepted onto the SWAT Team, any SWAT team discipline, suspension or removal from the SWAT Team will be governed by the Kalamazoo Metro SWAT Board.

**Section 4:** Members of the SWAT Team that need to attend training shall make the request to attend training with their WMU PD supervisor and place the training request on WMU PD's current electronic scheduling program. Any requests made at least one month in advance shall be granted at the time of the request, provided that the request will not put staffing levels below minimum shift strength on the day of the training as outlined in Article 15 of the WMU POA Collective Bargaining Agreement.

If training for SWAT Team members was approved or should have been approved in accordance with this article and a future sick call, annual leave request or department training creates a shift strength issue, the training for the SWAT Team member shall not be denied or removed from the schedule to create shift strength without the voluntary agreement of both the SWAT Team member and the WMU PD command.

**Section 5:** SWAT Team call-outs shall be handled in the following manner.

OFF-DUTY Team Member: Can respond to any call-out if requested and shall be paid at the overtime pay rate.

ON DUTY Team Member:

Planned Call-Out: Team members may respond if requested and their leaving campus does not take shift strength below minimums as outlined in Article 15 of the WMU POA Collective Bargaining Agreement.

In Progress Call-Out: Team members may respond if requested and their leaving campus will not leave less than two other WMU PD officers on campus regardless of minimum shift strength requirements.

Violent in Progress Call: Team members may respond whether requested or not until the presiding jurisdiction's command advises the scene is Code 4 or no further units are necessary.

Any ON DUTY Team Member shall continue to be paid their regular straight time rate of pay until the end of their regularly scheduled shift. At the end of their regularly scheduled shift, provided that they are still required on scene, the team member shall be paid at the overtime pay rate until the conclusion of the call-out or they are no longer required on scene.

## **ARTICLE 41 - KDPS COMMUNITY POLICING UNIT**

**Section 1:** Through an agreement between Western Michigan University (WMU) and the Kalamazoo Department of Public Safety (KDPS), a WMU Police Officer will be a liaison, also known as a Community Policing Officer (CPO), and work with the KDPS Community Policing Unit.

**Section 2:** The WMU CPO will work according to the schedule set forth by the KDPS Community Policing Unit. The normal routine shift schedule for the CPO is Week 1: Monday – Thursday 7:00 a.m. to 5:00 p.m. and Week 2: Tuesday – Friday 7:00 a.m. to 5:00 p.m. Due to community events and policing, the schedule is often flexed. It is agreed that during the weekdays (Monday – Friday), the officer will flex his/her shift without creating overtime. It will be up to the CPO's discretion whether to flex time or work the time as overtime pay during weekend events/shifts. The overtime is not open to other sworn WMU PD officers because the overtime created is not directly related to WMU Public Safety patrol duties. The overtime must be approved by the WMU Chief of Police due to events having varying relevance to the University's community.

The CPO will not count toward minimum shift strength as outlined in Article 15 when working his/her schedule unless there is a voluntary agreement between the CPO, KDPS command, and WMU PD command. The CPO shall not be mandated to work a WMU event if it conflicts with the CPO's duties with the KDPS Community Policing Unit.

The CPO may work during any WMU defined closure or holiday periods at their discretion, provided the KDPS Community Policing Unit is also required to work.

If for any reason the KDPS Community Policing Unit is temporarily reassigned to KDPS's general road patrol, the WMU CPO will also be temporarily reassigned to WMU's general road patrol until the KDPS Community Policing Unit resumes its community policing duties. If the WMU CPO is temporarily reassigned to general road patrol they will get the choice of which shift they work, provided that all WMU POA patrol shift assignments are filled. If a shift has a WMU POA patrol position vacancy, then the WMU CPO will be temporarily reassigned to fill that vacancy. If multiple shifts have WMU POA patrol position vacancies, then the WMU CPO will be temporarily reassigned to the vacancy of their choice.

**Section 3:** When a shift vacancy is covered with overtime, the CPO will be considered "any remaining WMU POA employee" per the WMU PD General Order STA-5 section B (4).

**Section 4:** The CPO Officer will remain in the position until he/she requests to leave the position, is promoted, separates from employment, or at the request of the Chief/Director of WMU PD. When possible, this request will be in writing with at least a 30-day notice.

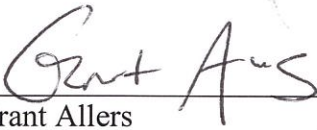
#### ARTICLE 42 - DURATION

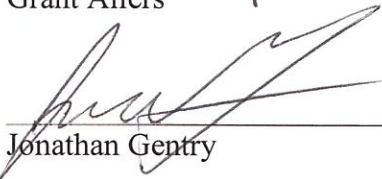
This Agreement shall become effective as of July 1, 2022 and shall continue in full force and effect until 11:59PM on June 30, 2027 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of the Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.


IN WITNESS WHEREOF, this Agreement is executed on the 11th day of August 2022.

#### **WESTERN MICHIGAN UNIVERSITY POLICE OFFICERS ASSOCIATION**


  
Michael Lininger

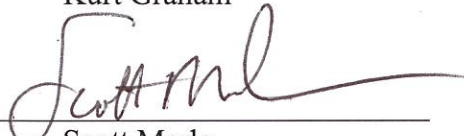
  
Grant Allers

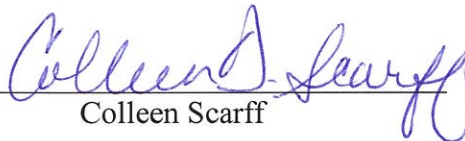
  
Jonathan Gentry

  
Sara Helmer

#### **WESTERN MICHIGAN UNIVERSITY**

  
Kurt Graham

  
Scott Merlo

  
Colleen Scarff



## **APPENDIX A**

### **SCHEDULE OF WAGES**

**Section 1:** PAY SCHEDULE. The listed wages are effective during the first full pay period of the specified month.

POLICE OFFICERS:

| <b>Police Officer</b> | <b>Start</b> | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Year 4</b> | <b>Year 5</b> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| <b>July 2022</b>      | \$24.82      | \$26.49       | \$28.28       | \$30.21       | \$32.26       | \$34.45       |
| <b>July 2023</b>      | \$25.56      | \$27.28       | \$29.13       | \$31.12       | \$33.23       | \$35.48       |
| <b>July 2024</b>      | \$26.20      | \$27.96       | \$29.86       | \$31.90       | \$34.06       | \$36.37       |
| <b>July 2025</b>      | \$26.86      | \$28.66       | \$30.61       | \$32.70       | \$34.91       | \$37.28       |
| <b>July 2026</b>      | \$27.40      | \$29.23       | \$31.22       | \$33.35       | \$35.61       | \$38.03       |

**Section 2:** PROGRESSION INCREASES. The above steps progressions for Officers is based upon each Officer's length of service as a sworn Police Officer in the University's Department of Public Safety since his/her last hiring date. Officers who promote to Detective will have their pay adjusted pursuant to section 4 of this Appendix A. At the beginning of the first full pay period in July, Officers and Detectives who have at least six (6) months of continuous service in their classification will advance to the next pay step. For the term of this agreement, each Officer and Detective who is above "Start" but below "Year 5" shall have his/her pay increased by one step at the beginning of the first full pay period in July, each year of the contract based on years of service. Officers hired after the first full pay period in July, will remain at the step level where they were placed at the time of hire.

After placement as stated in the above paragraph, any Police Officer or Detective at "Start" who, as of the first day of the first full pay period in July, has at least six months of service shall have his/her pay increased to the rate specified in Year 1.

**Section 3:** DEFINITONS AND COMPUTATIONS. The base hourly wage rate in the officers' regular, hourly straight-time pay rate. Years referred to herein (for example, 2014-2015) mean the University's fiscal year (i.e., July 1 2014 through June 30, 2015).

**Section 4:** PROMOTION INCREASES. When an officer is promoted from Patrol (Police) Officer to Detective, his/her initial pay in the new classification shall be set at eight (8) percent above his/her current Patrol Officer rate.

**Section 5:** HIRING RATES. The University may hire new officers in excess of "start" based on the officer's qualifications and prior police experience. However, officers with greater bargaining

unit seniority who have completed their probationary periods and are earning less than the newly hired officer will have their wages adjusted to the higher rate.

By: \_\_\_\_\_  
For the Association

By: \_\_\_\_\_  
For Western Michigan University

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX B**

### PERFORMANCE REVIEWS

The “Performance Review – Police Officer” form, a copy of which is appended here, shall be used in the performance review of all regular Patrol (Police) Officers. The University performance appraisal form will be used in the performance review of Detectives. The specific language of the contract shall govern regarding the consequences of an overall “unacceptable,” “unsatisfactory,” or “needs improvement” review for Patrol Officers and Detectives. The procedures and forms used to evaluate the performance of probationary officers shall be determined by the University.

By: \_\_\_\_\_  
For the Association

By: \_\_\_\_\_  
For Western Michigan University

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Western Michigan University

## Department of Public Safety

### Performance Review - Police Officer

Reason for Review: ☐ Annual Review  
☐ Probationary  
☐ Other

Officer Name: \_\_\_\_\_

Period covered by this review: From: \_\_\_\_\_ To: \_\_\_\_\_

#### Rating Definitions:

**Exceeds Expectations (EE)** = Performance exceeds expectations. Individual has extensive knowledge of the position and is able to initiate and perform most work with minimal direction.

**Meets Expectations (ME)** = Performance meets expectations. Individual demonstrates ability to meet overall requirements on a consistent basis; overall composite is solid performance.

**Needs Improvement (NI)**: Performance does not meet minimum expectations and needs immediate improvement, although certain components of performance may be acceptable or improving. Individual demonstrates inability to meet overall requirements on a consistent basis. May require constant direction and regular follow-up.

#### FIELD PERFORMANCE:

|                         |                      |
|-------------------------|----------------------|
| Attendance/Punctuality  | <input type="text"/> |
| Community Interaction   | <input type="text"/> |
| Patrol Operation        | <input type="text"/> |
| Dependability           | <input type="text"/> |
| Situation Management    | <input type="text"/> |
| Self-Initiated Activity | <input type="text"/> |
| Stress Conditions       | <input type="text"/> |
| Non-Stress Conditions   | <input type="text"/> |

#### JOB KNOWLEDGE/SKILLS:

|                           |                      |
|---------------------------|----------------------|
| Appearance                | <input type="text"/> |
| Departmental Procedures   | <input type="text"/> |
| Decision Making           | <input type="text"/> |
| Procedural Law            | <input type="text"/> |
| Statutes and Ordinances   | <input type="text"/> |
| Driving Skill             | <input type="text"/> |
| Equipment Use/Maintenance | <input type="text"/> |

#### INTERPERSONAL SKILLS:

|                     |                      |
|---------------------|----------------------|
| Oral Communications | <input type="text"/> |
| Listening Skills    | <input type="text"/> |

#### OFFICER SAFETY:

|                |                      |
|----------------|----------------------|
| Police Overall | <input type="text"/> |
| With Suspects  | <input type="text"/> |

#### INVESTIGATIVE SKILLS:

|                                |                      |
|--------------------------------|----------------------|
| Completeness/Thoroughness      | <input type="text"/> |
| Traffic Accident Investigation | <input type="text"/> |
| Report Writing                 | <input type="text"/> |

#### CHECK ONE:

|                     |                      |
|---------------------|----------------------|
| Sergeant/Supervisor | <input type="text"/> |
| Self-Assessment     | <input type="text"/> |

Overall Review Rating:

Sergeant/Supervisor Comments: (If Necessary attach additional sheets)

Employee's Comments: (If Necessary attach additional sheets)

\_\_\_\_\_  
Employee's Signature                      Date                      (Employee signature indicates receipt of this form and does not imply agreement or disagreement with the evaluator's comments or ratings.)

\_\_\_\_\_  
Supervisor's Signature                      Date

\_\_\_\_\_  
Deputy Chief's Signature                      Date

Performance Review - Police Officer  
Factor Descriptions

**FIELD PERFORMANCE:**

Attendance/Punctuality - Evaluates the employee's ability to report for duty at the required time.

Community Interaction - Evaluates the employee's ability to interact with citizens in a professional manner without regard to race, sex, age, national origin, religion or physical/mental ability.

Patrol Operation - Evaluates the employee's ability to perform a full range of field patrol services, including public assistance, protection of rights/dignity of people, helping to reduce/deter criminal activity.

Dependability - Evaluates the employee's ability to demonstrate dependable qualities, i.e. reliable, truthful, and trustworthy during the course of employment.

Situation Management - Evaluates the employee's ability to gain and maintain control of situations through verbal command and instruction.

Self-Initiated Activity - Evaluates the employee's interest and ability to initiate law enforcement-related activities.

Stress Conditions - Evaluates the employee's ability to perform in moderate and high stress conditions.

Non-Stress Conditions - Evaluates the employee's ability to perform law enforcement activities under normal conditions and take proper action.

**JOB KNOWLEDGE/SKILLS:**

Appearance - Evaluates the employee's ability meet required appearance standards.

Departmental Procedures - Evaluates the employee's ability to follow department procedure while performing law enforcement activities.

Decision Making - Evaluates the employee's performance in terms of ability to perceive, form valid conclusions, arrive at sound judgments and make proper decisions.

Procedural Law - Evaluates the employee's knowledge of criminal procedures, including laws of arrest, search/seizure, and employee's application of those procedures in field situations.

Statutes and Ordinances - Evaluates the employee's knowledge of state motor vehicle code, WMU traffic ordinance and the ability to apply the knowledge in field situations.

Driving Skill - Evaluates the employee's skill in vehicle operation under normal/routine and urgent/emergency situations.

Equipment Use/Maintenance - Evaluates the employee's demonstrated familiarity with the proper use and maintenance of departmental equipment.

**INTERPERSONAL SKILLS:**

Oral Communications - Evaluates the employee's ability to listen and communicate thoughts and feelings clearly and concisely through spoken language.

Listening Skills - Evaluates the employee's ability to hear, understand, and make a judgment on information being communicated from a person.

**OFFICER SAFETY:**

Police Overall - Evaluates the employee's ability to perform law enforcement tasks without injuring self/others or exposing self/others to unnecessary danger/risk.

With Suspects - Evaluates the employee's ability to perform law enforcement tasks in a safe manner while dealing with suspects/suspicious persons or prisoners.

**INVESTIGATIVE SKILLS:**

Completeness/Thoroughness - Evaluates the employee's ability to conduct, establish elements of a crime, process/handle evidence, follow-up, and complete an investigation.

Traffic Accident Investigation - Evaluates the employee's ability to properly manage an accident scene by safely securing the scene to prevent further injury/accidents, summon the appropriate assistance, conduct a proper investigation, and take enforcement action when necessary.

Report Writing - Evaluates the employee's ability to properly utilize department forms appropriate to accomplish the task and prepare reports that accurately reflect the situation in a detailed, organized manner. This also includes the employee's ability to use proper English, to follow rules of grammar, accurately spell and write legible reports.

## APPENDIX C

### 403(b) SPECIAL PAY PLAN

Upon separation from University employment, any payoff (annual leave, sick leave, and/or other designated payments) is made by the University as an employer contribution to a 403(b) Special Pay Plan account established on the employee's behalf, to the extent allowable by plan provisions. Payment to a Special Pay Plan is mandatory for gross payoff amounts totaling \$2,000 or more combined, not to exceed the maximum allowable contribution under IRS regulations. Payoff of annual leave and sick leave amounts totaling less than \$2,000 combined is made by payroll check. A separated employee's access to Special Pay Plan funds is governed by applicable IRS regulations.

By: \_\_\_\_\_  
For the Association

By: \_\_\_\_\_  
For Western Michigan University

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX D**

RULES OF CONDUCT

The Association agrees that officers shall recognize and abide by the Rules of Conduct for Western Michigan University employees represented by Police Officers Association (POA).

These rules shall be effective as of the start of this Agreement, which shall be effective with the execution of this Agreement, and shall not be subject to grievance as "new" or "revised" rules.

By: \_\_\_\_\_  
For the Association

By: \_\_\_\_\_  
For Western Michigan University

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EMPLOYEE CONDUCT AND DISCIPLINARY ACTION GENERAL POLICY & INTRODUCTION**

Rules of conduct for employees are intended to promote the orderly and efficient operation of the University, as well as protect the rights of all employees. Violations, therefore, shall be regarded as cause for disciplinary action.

These rules are published for the employees' information and protection. Ignorance of work rules is not an acceptable excuse for violation. It is each employee's responsibility to know the rules and abide by them. These rules are not all-inclusive, and other Department of Public Safety or University regulations may exist. Employees are expected to know and abide by these rules as well. These rules supersede all previous university or departmental rules in conflict with them.

### **RULES OF CONDUCT FOR WESTERN MICHIGAN UNIVERSITY EMPLOYEES REPRESENTED BY POLICE OFFICERS ASSOCIATION (POA)**

#### **Section 1:**

For violation of any of the following rules, an employee shall be subject to penalties ranging from a formal written reprimand up to and including discharge.

- A.** Neglect of duty.
- B.** Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employees' safety and health.
- C.**
  - 1.** Immoral or indecent conduct;
  - 2.** Conviction of a felony;
  - 3.** Conviction of a misdemeanor involving moral turpitude while an employee of the University; or
  - 4.** Violation of local, state, or federal law as outlined in the Department of Public Safety's General Orders manual.
- D.** Intentional falsification of personnel records, payroll reports, or other University records.
- E.** Theft, intentional destruction, or defacing of University, employee or student property.
- F.** Deliberate or careless conduct endangering the safety of self or other employees, including the provocation or instigation of violence as outlined in the University's workplace threats, violence, and weapons policy.
- G.** Consuming alcoholic beverages while on duty, or the personal (non-job-related) possession or the consumption of illegal drugs while on duty.
- H.** Abusive, threatening, or coercive treatment of another employee, a student, or a member of the public while on duty or on University property.

- I. Reporting to work in an unsafe condition, which includes but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports shall be sent home with pay pending investigation.
- J. Knowingly admitting an unauthorized person or persons into any locked or restricted building or area of campus.
- K. For other offenses of equal magnitude to the above, including, but not limited to, violation of a general order.

When an employee engages in conduct in violation of the Section 1 rules and the conduct is committed off-duty and not on University property, the University may discipline the employee, up to and including discharge, whenever the conduct impairs the credibility of the employee to perform the employee's job, or is otherwise connected to employment at the University. Conduct that is off-duty but on University property or that is directed toward University students, employees, representatives, or property is always connected to employment at the University. Likewise, conduct that is on duty but off University property is always connected to employment at the University.

## **Section 2:**

For the commission of any of the following offenses, an employee shall be subject to disciplinary action up to and including discharge. Disciplinary action for the same or different offenses shall progress in the following manner:

- 1. Formal Verbal Warning - Notification and warning to employee.
- 2. Formal Written Reprimand - Formal notification in writing to employee.
- 3. Suspension - Loss of work and wages for a specified number of hours or days.
- 4. Discharge from University employment.

If an employee receives three (3) formal written reprimands (for the same or difference offenses) within a period of twelve (12) consecutive months, the employees shall be subject to a disciplinary suspension of not less than one (1) working day or more than one (1) work week. If an employee receives four (4) formal written reprimands, for the same or different offenses within a period of twelve (12) consecutive months, the employee shall, at the time of the issuance of the fourth such reprimand, be subject to discharge.

- A. Excessive Absenteeism. Excessive absenteeism is defined as the fourth occasion of undocumented use of leave with-in any six (6) consecutive month time period between January first to June 30<sup>th</sup>, and July first to December thirty-first. Absences which have been certified by a proper, acceptable physician's statement including that the officer, spouse, dependent child, or other dependent living in the officer's household, was seen and examined by the physician during the absence will not be counted as an absence contributing to excessive absenteeism under this rule. Physician's statement must be submitted by the officer to the deputy chief on the day of return to work in order to be acceptable. When an officer is absent from work due to his/her qualifications for and having been granted a leave of absence under the federal Family and Medical Leave

Act, the absence shall be considered as excused and will not count toward excessive absenteeism.

- B.** Excessive Tardiness. Excessive tardiness is defined as two (2) or more incidents of tardiness within any consecutive six (6) month period. A tardiness of one (1) hour or more shall be counted as an instance of absence. It is further provided, however, that any one (1) tardiness to a court appearance that affects the outcome of the case shall result in a reprimand for each incident of tardiness.
- C.** Inattentiveness to work, including but not limited to, failing to start work at the designated time, quitting work before proper time, or leaving assigned work area, building, or project during working hours without authorization from appropriate supervisor.
- D.** Posting unauthorized materials on walls or bulletin boards; defacing or removing authorized material from bulletin boards.
- E.** Violation of a safety rule or safety practice.
- F.** Smoking in prohibited areas.
- G.** Failure to report for work without giving the supervisor or department head notice of absence in accordance with departmental rules.
- H.** Vending, soliciting, or collecting contributions on the University's time or premises without prior appropriate authorization from the University.
- I.** Gambling, lottery, or any other game of chance on the employer's premises during working hours.
- J.** Any other offense of equal magnitude to the above, including but not limited to, violation of a general order.

