

Collective Bargaining Agreement
BY AND BETWEEN

EASTERN
MICHIGAN UNIVERSITY

&

THE EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE COMMAND OFFICERS
ASSOCIATION OF MICHIGAN



JULY 01, 2024 – June 30, 2027

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ARTICLE I AGREEMENT

- 1 This Agreement is entered into by and between Eastern Michigan
University and the Eastern Michigan University Chapter of the Command
Officers Association of Michigan.

ARTICLE II DEFINITIONS

- 2 A. The term UNIVERSITY when used in this Agreement shall refer to Eastern
Michigan University, Ypsilanti, Michigan, a state institution of higher education,
and its agents.
- 3 B. The term ASSOCIATION when used in this Agreement shall refer to the
Eastern Michigan University Chapter of the Command Officers Association of
Michigan, and its agents.
- 4 C. The term BARGAINING UNIT when used in this Agreement shall refer to all
employees collectively covered by the terms of ARTICLE V, RECOGNITION.
- 5 D. The term EMPLOYEE when used in this Agreement shall refer to a person
employed by EMU in the bargaining unit as defined in ARTICLE V,
RECOGNITION.
- 6 E. The term FULL-TIME EMPLOYEE when used in this Agreement shall refer
to an employee that is regularly scheduled to work eighty (80) hours, biweekly.
- 7 F. The term PART-TIME EMPLOYEE when used in this Agreement shall refer
to an employee that is regularly scheduled to work less than eighty (80) hours,
biweekly.
- 8 G. The terms, EXECUTIVE DIRECTOR, PUBLIC SAFETY; DIRECTOR OF
LABOR RELATIONS AND HRBP SERVICES; and ASSOCIATE VICE
PRESIDENT AND CHIEF HUMAN RESOURCES OFFICER, UNIVERSITY
HUMAN RESOURCES; when used in this Agreement shall be construed to also
include their designated representatives.
- 9 H. The term ASSOCIATION PRESIDENT when used in this Agreement shall be
construed to also include his/her designated representative.
- 10 I. Pronouns of masculine or feminine gender shall include each other.
- 11 J. From this point forward in this Agreement, Eastern Michigan University will be
referred to as "EMU"

- 12 K. From this point forward in this Agreement, Eastern Michigan University Chapter of the Command Officers Association of Michigan will be referred to as "COAM"

ARTICLE III AGREEMENT CONSTRUCTION

- 13 The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE IV GENERAL PURPOSE AND INTENT

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

ARTICLE V RECOGNITION

- 15 Pursuant to and in accordance with Sections 26 and 27 of Act No.176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, EMU recognizes COAM as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all employees within the following bargaining unit as certified by Case No. R79 G-314 and Case No. 4-D-0800-RC of the State of Michigan, Department of Labor, Employment Relations Commission.
- 16 Included: All regular full-time and regular part-time employees above the position of Campus Police Officer and below the rank of deputy Executive Director of Public Safety employed by EMU at its Ypsilanti, Michigan, installation.
- 17 Excluded: All executive and administrative officers; student employees; temporary employees; all employees holding the classifications of Executive Director, Public Safety (Police Chief); Deputy Police Chief, Public Safety; Detective, Campus Police; Officer, Campus Police; Student Officers; Contingent Officers; Police Dispatchers, and all other employees of EMU not hereinabove expressly included in the bargaining unit as above defined.

ARTICLE VI NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

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

19 B. EMU and the COAM agree neither party shall discriminate against, restrain or coerce any employee because of, or with respect to, any lawful COAM activity or the employee's membership or non-membership in COAM.

ARTICLE VII MANAGEMENT RIGHTS OF EMU

20 A. EMU hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in EMU including, but without limiting and generality of the foregoing, the right to:

21 1. the executive management and administrative control of its operation;

22 2. manage its affairs efficiently and economically, including the right to determine the quantity and quality of services to be rendered, all matters pertaining to the source, purchase and control of materials, supplies, tools and equipment to be used, and whether to continue or discontinue any material or method of operation;

23 3. subcontract or purchase any or all work, processes or services, construct new facilities or improve existing facilities;

24 4. determine all management, financial, employment, and educational policies;

25 5. determine the number and placement or relocation of its operational facilities, including the establishment or relocation of buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;

- 26 6. manage and direct the work force, including the right to assign work, determine the number of employees assigned to operations, and assign, schedule, hire, promote, demote, transfer, and layoff employees;
- 27 7. establish, modify, combine, or discontinue job classifications, and to establish wage rates for any new or changed classifications;
- 28 8. establish, modify, or change any lunch periods, rest periods and cleanup times, starting and quitting times, and the hours of work;
- 29 9. introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or institute technological changes;
- 30 10. establish, modify, or change any work schedules, business hours, or days of work;
- 31 11. adopt, revise, eliminate and enforce any work rules, regulations, policies, practices or requirements, and carry out cost and general improvement programs;
- 32 12. determine the size of the work force and increase or decrease its size;
- 33 13. permit University employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management, it is necessary to do so;
- 34 14. discipline the workforce, including the right to warn, reprimand, suspend, and discharge employees for just cause;
- 35 15. select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work, including physical qualifications and conditions; and,
- 36 16. determine the size of the management organizations, its functions, authority, amount of supervision, and table of organization.
- 37 B. The exercise of the foregoing and all other powers, rights, authority, duties, and responsibilities by EMU, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the

Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE VIII ASSOCIATION MEMBERSHIP

A. ASSOCIATION MEMBERSHIP

- 38 1. In accordance with Michigan Public Act 349 association membership is voluntary.

B. CHECK-OFF

- 39 1. During the life of this Agreement and in accordance with the terms of EMU's Deduction Authorization Form and to the extent the laws of the State of Michigan permit, EMU agrees to deduct COAM membership dues levied in accordance with COAM's Constitution, or a service fee in an amount as hereinabove provided, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with EMU. COAM's Financial Officer shall submit to EMU's Payroll and Employee Relations Office written certification of the amount of dues or service fees to be deducted pursuant to the provisions of this Article.
- 40 2. Employees may have monthly membership dues or service fees deducted from their earnings by signing the Authorization Form or they may pay dues or fees directly to COAM.
- 41 3. A properly executed copy of such Authorization Form is required for each employee for whom COAM membership dues or service fees are to be deducted hereunder. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to COAM's Financial Officer by EMU.
- 42 4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time application is tendered to EMU and, if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- 43 5. In cases where a deduction is made that duplicates a payment that an employee already has made to COAM or where a deduction is not in

conformity with the provisions of this Agreement, refunds to the employee will be made by COAM.

- 44 6. All sums deducted by EMU shall be remitted to COAM's Financial
Officer once each month within ten (10) calendar days following the
pay day in which deductions were made together with a list which
identifies:
- 45 a. current employees for whom membership dues have been deducted;
- 46 b. the amount deducted from the pay of each employee; and,
- 47 c. the names of any employees who have terminated their Check-off
Authorization during the previous month. Employees may terminate
such check-off only in accordance with the terms and conditions set
forth in EMU's Deduction Authorization Form.
- 48 7. EMU shall not be liable to COAM by reason of the requirement of
this Agreement for the remittance or payment of any sum other than
that constituting actual deductions made from wages earned by
employees.

C. SAVE HARMLESS

- 49 COAM shall protect and save harmless EMU from any and all claims,
demands, costs, units, reasonable counsel fees, and other forms of liability
by reason of action taken or not taken by EMU for the purpose of
complying with this Article.

D. DISPUTES

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

ARTICLE IX STRIKES AND LOCKOUTS

- 51 A. It is agreed on the part of EMU that it shall not lockout
employees during the term of this Agreement.
- 52 B. On the part of COAM it is agreed that under no circumstances
shall COAM, its officials, agents, employees or its members
directly or indirectly cause, instigate, support, encourage, or
condone, nor shall any employee directly or indirectly take part in
any action against or any interference with the operations of EMU

by striking or engaging in any form of work stoppage, sit-down, stay-in, slow-down or curtailment of work at any location whatsoever during the term of this Agreement.

- 53 1. In the event of any of the aforestated actions or interference the Association agrees that it shall, without any delay, take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference. Further, COAM shall immediately instruct any and all employees to cease their misconduct and shall inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge. Further, COAM shall advise all such employees that;
- 54 a. COAM has not authorized the strike, slow-down, or suspension of work and does not approve or condone it; and,
- 55 b. they should immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in the Collective Bargaining Agreement.
- 56 2. In the addition, COAM shall, upon request of EMU and within twelve (12) hours of any such action or interference, deliver the following notice to EMU for publication to each employee and, at EMU's discretion, to the general news media:
- 57 “To all employees of EMU represented by COAM. You are advised that the action against and interference with the operations of EMU which took place on (date) is not approved, condoned or authorized by COAM and is in violation of the Collective Bargaining Agreement. You are directed to cease this action and interference immediately.” An authorized official of COAM shall sign the notice.
- 58 3. Nothing herein shall preclude EMU from seeking legal or other redress of any individual who has caused damage or loss to EMU or its property or from taking disciplinary action, including discharge against any employee. Further, any disciplinary action taken by EMU shall not be reviewable through the Grievance Procedure, except for the question of fact as to whether the employee took part in any such action or interference, in which case a grievance may be filed at Step III of the Grievance

Procedure within three (3) working days of the employee's discipline or discharge.

ARTICLE X COMMUNICATION

- 59 A. COAM shall provide EMU with a list of Association officers, representatives, and alternative representatives. EMU shall be notified of any subsequent changes.
- 60 B. Employees shall be responsible for providing EMU's Department of Public Safety management (in writing) and also updating their personal contact information online (currently via the my.emich tab) of any changes in their addresses or telephone numbers within three (3) working days of such changes becoming effective, and shall file new W-4 forms (if appropriate) with the Payroll Office. Working days as used herein shall mean the employee's working days.
- 61 C. EMU will maintain the complete Agreement on its website readily available to all employees within sixty (60) calendar days of its ratification by both parties. Each new hire will be made aware of EMU's online version of the booklet. The Employment Work Rules booklet will be available online at the Employer's website.
- 62 D. EMU will, through its Labor Relations and HRBP Services Office, keep COAM advised in writing as to its representatives.
- 63 E. COAM shall be provided access in Banner through BOE Reports to view both the Seniority Report and Personnel Actions for Union Reporting for all bargaining unit members. Upon request from the Business Agent, the Director of Labor Relations and HRBP Services will provide a seniority list within two (2) weeks of request.
- 64 F. Electronic communications shall suffice as proper written notifications throughout the Agreement in all regards where such references are made to inform either party in "writing."
- 65 G. A member of the bargaining unit's name, home address, or photograph shall not be given to the press or news media without the employee's consent, and his/her name shall only be released upon the proffering of formal criminal charges.

ARTICLE XI SPECIAL CONFERENCE

- 66 Special Conferences may be held at the request of COAM or EMU for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided mutually

acceptable arrangements as to time and place can be made. All such conferences shall be arranged through COAM President and the Director of Labor Relations and HRBP Services. It is understood that any matters discussed or any action taken pursuant to such conferences shall in no way change or alter any of the provisions of the Collective Bargaining Agreement or the rights of either EMU or COAM under the terms of this Agreement.

ARTICLE XII REPRESENTATION AND RELEASE TIME

67 A. EMU shall recognize COAM President as the grievance representative of bargaining unit employees.

68 B. If an employee has presented a written grievance to his/her supervisor and received an unsatisfactory answer, upon request of the employee, COAM President may, with the permission of his/her immediate supervisor and without loss of regular pay or time, investigate the grievance, discuss the grievance with the employee's supervisor, and attend subsequent Step II and Step III grievance hearings as provided for in the Grievance Procedure.

69 C. The privilege of COAM President leaving work during working hours, with or without loss of regular pay or time, is subject to the approval of the supervisor and is further subject to the understanding that any time off allowed will be devoted to the prompt handling of grievances and will not be abused. EMU retains the right to initiate procedures for the proper accounting of release time as granted pursuant to the terms of this provision.

ARTICLE XIII GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

70 1. Grievances within the meaning of this grievance procedure and arbitration clause shall consist only of disputes arising under and during the life of this Agreement and which pertain to the alleged violation of the Agreement's express written terms and conditions.

68 2. Written grievances as required herein shall contain the following:

69 a. it shall be signed by the grievant(s) and, where appropriate, the Association President;

70 b. it shall contain a synopsis of the facts giving rise to the alleged violation, including its date of occurrence;

- 71 c. it shall cite the specific clause(s) of the Agreement alleged to
have been violated; and,
- 72 d. it shall specify the relief requested.
- 73 Any written grievance not in accordance with the above
requirements may be rejected as improper. Such a rejection shall
not extend the time limitations hereinafter set forth.
- 74 3. No matter shall be subject to the Grievance Procedure unless it
is presented in writing by an aggrieved employee within ten (10)
working days of the date the employee or COAM became aware,
or reasonably should have become aware of the action complained
of. If no grievance is presented within that time the grievance is
barred.
- 75 4. If COAM fails to appeal a Step I, Step II, or Step III answer, in
writing, within the time provided in the Grievance Procedure, or
any mutually agreed extension of such time, EMU's Step I, II, or
III answer shall be considered final.
- 76 5. If EMU fails to answer the grievance, in writing, within the time
provided in the Grievance Procedure, or any mutually agreed
extension of
such time, the grievance shall be advanced to the next step of the
Grievance Procedure.
- 77 6. If a grievance involves more than one (1) employee or COAM
or University believe the processing of a grievance through Step I
and II of the Grievance Procedure to be clearly inappropriate,
either party may submit a request to the other party to process the
grievance commencing at Step III of the Grievance Procedure and,
by mutual agreement, the grievance may be so processed.
- 78 7. No employee or group of employees, other than COAM, shall
have the right to initiate an arbitration proceeding hereunder.
- 79 8. The resolution of a grievance at Step II or III shall not add to,
subtract from, or modify the terms of this Agreement unless done
so in writing and approved by the Director of Labor Relations and
HRBP Services and COAM President. Any agreement reached
between EMU and COAM shall be binding on COAM, EMU, and
affected employees.

80 9. For purposes of computing working days pursuant to this Article, Saturdays, Sundays, holidays, seasonal days, energy savings days and University shutdown days shall be excluded.

B. PROCEDURE

STEP I

81 1. An employee with a grievance shall first discuss and try to resolve the matter informally with EMU's Step I Representative. If the matter is not thereby resolved the employee may, within ten (10) working days of the occurrence that gave rise to the grievance, reduce the grievance to writing on forms provided by EMU and submit it to EMU Step I Representative.

82 2. Within five (5) working days after receipt of the written grievance, the University's Step I Representative shall give the employee a written answer to the grievance with a copy to COAM President.

STEP II

83 1. If the grievance is not resolved, COAM President may, within five (5) working days after receipt of the Step I answer, appeal the grievance, in writing, to EMU's Step II Representative.

84 2. Within five (5) working days after receipt of the Step II appeal, the University's Step II Representative shall arrange a meeting with the aggrieved employee, COAM President and, at the option of the Association, a representative of COAM, EMU's Step I Representative and, at the option of EMU, a representative of the Labor Relations and HRBP Services Office, to discuss the grievance.

85 3. Within ten (10) working days after the Step II meeting, EMU's Step II Representative shall give COAM President a written answer to the grievance.

STEP III

86 1. If the grievance is not resolved, COAM President may, within five (5) working days after receipt of the Step II answer, appeal the grievance, in writing, to the Director of Labor Relations and HRBP Services.

87 2. Within ten (10) working days after receipt of the Step II appeal,
the Director of Labor Relations and HRBP Services shall arrange a
meeting to discuss the grievance with a representative of COAM,
COAM President, and EMU's Step I and II Representatives.

88 3. Within fifteen (15) working days after the Step III meeting, the
Director of Labor and Employee Relations shall give COAM
President a written answer to the grievance.

STEP IV ARBITRATION

89 1. If the grievance remains unresolved after Step III, COAM may
submit the grievance to Arbitration by filing a Demand for
Arbitration, in writing, with EMU's Director of Labor Relations
and HRBP Services no later than ten (10) working days after
receipt of the Step III answer. Attached to COAM's Demand for
Arbitration shall be:

90 a. a statement identifying the grievance, the provision(s) of the
Agreement alleged to have been violated, and the issue(s) to be
arbitrated; and,

91 b. within five (5) working days after receipt of COAM's
Demand for Arbitration, the Director of Labor Relations
and HRBP Services and COAM President shall attempt to
mutually agree to the selection of an arbitrator. If an
arbitrator is not available to hear a grievance, or if the
parties cannot mutually agree to a hearing date offered by
an arbitrator that falls within six (6) months of the date the
Employer received COAM's notice of intent to arbitrate,
the Employer shall so inform COAM by certified mail.
Within twenty (20) work days of receipt of the Employer's
notice, COAM may file a Demand for Arbitration with the
Federal Mediation and Conciliation Service. The Demand
for Arbitration shall be written, with concurrent notification
thereof to EMU's Director of Labor Relations and HRBP
Services. If a Demand for Arbitration is not filed with
EMU's Director of Labor Relations and HRBP Services
and the Federal Mediation and Conciliation Service within
the time limits set forth above, and any mutually agreed
extension of such time, the grievance is barred and the
Employer's Step III disposition of the grievance shall be
final. COAM's Demand for Arbitration shall be
considered filed on the basis of the postmark.

- 92 Prior to an arbitrator's appointment, either party may, upon sixty (60) calendar days' notice to the other party, summarily and without cause, strike one of the arbitrator's names from the Panel. Thereafter, the parties shall meet to select a mutually agreed upon replacement.
- 93 2. Except as might otherwise be agreed in writing between the parties, the grievance will be arbitrated under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 94 3. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of EMU or COAM, nor shall he/she exercise any responsibility or function of EMU or COAM.
- 95 4. In the event of Arbitration, the fees and approved expenses of the Arbitrator will be shared by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon EMU, COAM and the employee or employees involved.

ARTICLE XIV DISCIPLINE AND DISCHARGE

A. GENERAL PROVISIONS

- 96 EMU and COAM recognize that it may be necessary to discipline employees for violation of reasonable standards of conduct, University and departmental rules and regulations, general orders, or the terms of this Agreement.

B. INVESTIGATIONS OF EMPLOYEES

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

C. INFRACTIONS

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

D. NOTICE OF DISCIPLINE OR DISCHARGE

- 99 EMU agrees upon the discipline or discharge of an employee to promptly serve written notice thereof upon the employee and COAM President. A copy of the notice of disciplinary action shall be placed in the employee's official personnel file.

E. REPRESENTATION RIGHTS

- 100 A suspended or discharged employee will be allowed to discuss his/her suspension or discharge with COAM President before he/she is required to leave the property of EMU. Upon request, a representative of EMU will arrange to meet with the suspended or discharged employee and COAM President prior to the employee leaving the premises.

F. APPEAL OF DISCIPLINE

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

G. USE OF PAST RECORD

- 104 In imposing any discipline on a current charge EMU agrees not to take into account any discipline imposed against the employee for minor infractions that occurred more than one (1) year previously, or major infractions that occurred more than three (3) years previously (except those which constitute a felony under State or Federal law), provided no such discipline has been taken against the employee during the immediate preceding one (1) or three (3) year period, respectively.

H. PERSONNEL RECORD

- 105 Within a reasonable period after request of an employee, the Director of Labor Relations and HRBP Services shall meet with the employee and/or COAM President, and the Executive Director, Public Safety, to review the disciplinary actions that are a matter of record in such employee's personnel file and to discuss the continued usefulness of such documentation to EMU. If, upon their review, it is agreed that any such documents are no longer useful to EMU, the Director of Labor Relations and HRBP Services shall permanently remove such documents from the employee's personnel file.

ARTICLE XV JOB CLASSIFICATIONS

A. GENERAL PROVISIONS

- 106 EMU and COAM agree upon and accept the job classification specifications in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

B. REVISED JOBS AND NEW JOBS

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

COAM and EMU shall not be automatic, but shall be an appropriate subject for negotiation between the parties.

ARTICLE XVI WORK BY NON-BARGAINING UNIT EMPLOYEES

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

ARTICLE XVII PERSONNEL FILES

A. MAINTENANCE

109 An official personnel file shall be maintained by EMU on each employee. EMU Human Resources Office has custody and control of individual personnel files.

B. CONTENTS

110 Personnel files may contain such items as:

111 1. signed application forms;

112 2. transcripts and other documents describing or supporting claim to academic experience;

113 3. letters and other records describing or supporting claim to work experience;

114 4. evaluation records and other documents relating to professional growth or performance;

115 5. documents relating to discipline, resignation or discharge;

116 6. documents indicating special competencies, achievements, or other contributions to EMU;

117 7. any statements that the employee wishes to have entered in response to, or in elaboration of, any item in his/her personnel file;

118 8. other records as determined by EMU.

C. ACCESS

119 Upon the written request of an employee, the Director of Labor Relations and HRBP Services will make the employee's personnel file available for examination, the only exclusion being pre-employment credentials and other confidential documents excluded pursuant to Federal or State statutes. Examination of the personnel file shall be made in the presence of a University Human Resources representative.

120 In accordance with the provisions as herein provided, an employee may authorize a representative of COAM, or other representative, to examine his/her personnel file. Such representative may also accompany the employee in his/her review if the employee so desires.

D. REPRODUCTIONS

121 EMU agrees to provide employees with a copy of any non-confidential material in their personnel file.

122 Any employee desiring a copy of documents in his/her file shall submit a written request to the Director of Labor Relations and HRBP Services, and pay such duplication fees as may, from time to time, be established by EMU.

ARTICLE XVIII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

123 A. An employee's first employment obligation is to EMU. No member of the bargaining unit shall be permitted to engage in supplemental employment which, in any way, would interfere, or has the potential of interfering, with the employee's rendering full and faithful service to EMU.

124 B. All employees engaging in, or in contemplation of entering into, a supplemental employment obligation shall report in writing to the Executive Director, Public Safety, the nature, extent, and expected duration of such work, including the approximate number of hours and time during which the supplemental employment is to occur.

125 C. Supplemental employment which does not interfere with an employee's full and faithful service to EMU may be undertaken after written approval

of the Executive Director, Public Safety. Should the Executive Director, Public Safety, determine that the employee's supplemental employment is not in keeping with the limitations and requirements provided above, the employee may be requested to end or modify such supplemental employment.

- 126 D. An employee's failure to report supplemental employment as herein provided, or refusal or failure to modify or terminate supplemental employment as requested by the Executive Director, Public Safety, shall constitute just cause for his/her dismissal of employment with EMU.
- 127 E. Should an employee feel he/she has been unreasonably denied an opportunity to engage in supplemental employment, such matter may be made the subject of a Special Conference.

ARTICLE XIX HOURS OF WORK

A. WORK SCHEDULE

- 128 1. The regular work schedule for full-time employees shall consist of eighty (80) hours, biweekly. The regular workday and work shift for full-time employees shall be scheduled in periods of eight (8) consecutive hours. The time and duration of lunch periods shall be determined by EMU.
- A. At the discretion of EMU, the Executive Director of Public Safety may establish a four (4) day, ten (10) hours a day work week. Through mutual agreement between the Union and EMU, the members may be assigned to a twelve (12) hour shift rotation which consists of six (6) twelve (12) hour days and an eight (8) hour day, totaling eighty (80) hours, bi-weekly.
- 129 2. The regular work schedule and work hours for part-time employees shall be at the discretion of EMU.
- 130 3. This provision shall in no way be construed as a guarantee of work or pay.
- 131 4. EMU agrees to post a work schedule in a central location within the Department of Public Safety. If revisions occur in the work schedule subsequent to its original posting, the affected employee(s) shall be notified of the revision, except in emergency situations, at least five (5) days in advance of the change becoming effective. In cases of emergency, no advance notice must be given.

5. Bargaining Unit members at the rank of Lieutenant will remain salaried and their work schedule will primarily be Monday through Friday from 0900 until 1700 or as designated by the Executive Director of Public Safety. Lieutenants may be required to work outside these hours based on the demands of the Department and/or job responsibilities.

B. SERGEANT WORK SHIFTS AND SHIFT PREMIUMS

- 132 1. A first shift that starts between the hours of 7:00 a.m. and 2:59 p.m., shall not receive shift premium for the duration of the shift.
- 133 2. A second shift starts between the hours of 3:00 p.m. and 10:59 p.m. A full-time employee working on the afternoon shift shall receive a premium of fifty-five (\$0.55) cents per hour.
- 134 3. A third shift starts between the hours of 11:00 p.m. and 6:59 a.m. A fulltime employee working on the evening shift shall receive a premium of sixty-five (\$0.65) cents per hour.
- 135 4. Shift premiums are to be added to total wages, they do not increase the hourly, weekly, or biweekly salary rates. Lieutenants are not eligible for shift premiums.

C. SHIFT PREFERENCE

- 136 1. Employees may exercise shift preference on the basis of seniority, subject to the right of the Executive Director, Public Safety, to deny general or specific shift changes for the purpose of retaining experienced seniority employees on specific shifts or for otherwise maintaining effective operations as he/she deems necessary and in the best interest of the Department. The Executive Director, Public Safety's decision shall not be arbitrary or capricious.
- 137 2. When approved by the Executive Director, Public Safety, shift changes shall normally be made at the beginning of the Fall, Winter, and Summer terms. If an employee feels he/she has been unreasonably denied the right to exercise his/her shift preference, such matter may be made the subject of a Special Conference.

D. CALL-IN PAY

- 138 1. If a Sergeant is called in by EMU for emergency duty not scheduled in advance and which is outside of and not continuous with his/her regular

work period, he/she shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1½) times his/her regular hourly rate of pay, plus shift premium if applicable or, at the discretion of EMU, receive four and one-half (4½) hours compensatory time off.

- 139 2. If a Sergeant is called in by EMU for consultation with prosecuting attorneys, appearances in court, or to sign complaints, outside of and not continuous with his/her regular work period he/she shall be paid a minimum of two (2) hours pay at the rate of one and one-half (1½) times his/her regular hourly rate of pay or, at the discretion of EMU, receive three (3) hours compensatory time off.

E. OVERTIME

- 140 1. Overtime shall be assigned at the discretion of EMU, except as expressly limited herein.
- 141 2. Regular, bargaining unit Sergeants shall be given preference for bargaining unit overtime and shall be offered overtime assignments prior to utilizing "temporary" or "acting" Sergeants for such purposes.
- 142 3. Employees working an eight (8) hour schedule who are required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week or, at the discretion of the University, receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.
- 143 4. Employees working an ten (10) hour schedule who are required and scheduled to work more than ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked in excess of ten (10) hours per day or forty (40) hours per week or, at the discretion of EMU, receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of ten (10) hours per day or forty (40) hours per week.
5. Employees working a twelve (12) hour schedule who are required and/or scheduled to work more than twelve (12) hours per day or more than eight (8) hours per day on their scheduled eight (8) hour day eighty (80) hours bi-weekly shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked in excess of

twelve (12) hours per day or eight (8) hours on their eight (8) hour day or eighty (80) hours bi-weekly or, at the discretion of EMU, receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of twelve (12) hours per day or eight (8) hours per day or eighty (80) hours bi-weekly.

144

6. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a paid holiday, paid sick day, paid vacation day, or other authorized paid leave day will be counted as time worked.

7. For the purpose of computing overtime pay for over eighty (80) hours in an employee's bi-weekly pay period, a paid holiday, paid sick day, paid vacation day, or other authorized paid leave day will be counted as time worked.

F. SCHEDULING OF OVERTIME

1. Overtime hours shall be offered to bargaining unit Sergeants by seniority, beginning with the most senior member through the least senior member.

2. Any member of COAM working sixteen (16) consecutive hours shall have eight (8) hours of rest /recovery before the next assigned shift.

3. No member of COAM will be forced to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period.

4. No member of COAM will be forced to work more than three (3) consecutive sixteen (16) hour days.

5. No COAM member shall be forced to work more than eighty (80) hours in any seven (7) day period. Following the shift on which the employee works their eightieth (80th) hour, they shall be allowed a twenty-four (24) hour rest period. If the shift following the eightieth (80th) hour worked is a leave day, that day shall be protected, and the employee shall not be ordered in. If the shift following the employee's eightieth (80th) hour worked is a scheduled work day, the employee shall be permitted at their discretion to apply leave time with super seniority for the purposes of acquiring a twenty-four (24) hour rest period. Once the employee receives a twenty-four (24) hour rest period, a new seven (7) day assessment period commences and no days prior to the twenty-four (24) hour rest day shall be considered.

F. COMPENSATORY TIME BANK

- 145 Bargaining Unit members may bank up to a maximum of ninety-six
(96) hours of overtime to be used for the purpose of taking
compensatory time off, subject to the following limitations and subject
to the requirements of Article XIX E. 3.:
- 146 b. The scheduling of time off taken for utilizing overtime hours banked
as compensatory time shall be at the sole discretion of EMU and in
accordance with University policy.
- 147 c. Maximum usage of compensatory time shall not exceed ninety-six
(96) hours during the fiscal year.

G. TRADING TIME

- 148 In those situations where EMU will not incur an overtime obligation the
Executive Director, Public Safety, or his/her designee at his/her discretion,
may approve, employees request to trade individual work days or work
shifts.

ARTICLE XX UNSCHEDULED CLOSEDOWNS

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

ARTICLE XXI PROBATIONARY EMPLOYEES

- 150 A. COAM shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment. However, it is agreed by both parties that during an employee's probationary period all matters concerning the discipline, demotion, layoff, or termination of such employee shall be at the discretion of EMU and shall be specifically and expressly excluded from the Grievance and Arbitration provisions of the Collective Bargaining Agreement.
- 151 B. Except as otherwise provided in paragraph C below, each employee shall be on probation for the first twelve (12) months of employment as a regular employee in the bargaining unit. The probationary period may be extended by the Executive Director, Public Safety, for an additional three (3) month period by serving written notice thereof on the employee not later than the date on which the employee's regular probationary period is scheduled to expire. An employee shall have no seniority during his/her probationary period. Upon completion of the probationary period, the employee shall be credited with seniority as provided for in Article XXII, Seniority, and placed on the Seniority List of the Bargaining Unit.
- 153 C. An employee who has held a regular position carrying the rank of Sergeant or above within the Department of Public Safety for a minimum period of twelve (12) consecutive months preceding this transfer into the bargaining unit shall not be subject to a probationary period and shall be credited with seniority as provided for in Article XXII, Seniority.

ARTICLE XXII SENIORITY

A. GENERAL PROVISIONS

- 154 1. Each regular employee who completes his/her probationary period or is not subject to a probationary period pursuant to the provisions of Article XXI C. shall, irrespective of his/her bargaining unit status at the time he/she held such positions, be credited with seniority for all periods of appointment to regular positions in which he/she has held the rank of Sergeant, Lieutenant, Deputy Chief, Executive Director, or other positions equivalent to or superior to that of Sergeant, within the Department of Public Safety.
- 155 2. A seniority employee who transfers or is transferred to a non-bargaining unit position outside the Department of Public Safety or within the

Department of Public Safety but below the rank of Sergeant shall, upon his/her return to the bargaining unit, be credited with all seniority earned prior to his/her transfer outside the bargaining unit.

156 3. A seniority employee who transfers or is transferred to a non-bargaining unit position within the Department of Public Safety and equivalent to or superior in rank to that of Lieutenant (e.g. Deputy Chief, Executive Director, etc.) shall, upon his/her return to the bargaining unit or rank, be credited with all seniority earned prior to his/her transfer outside the bargaining unit and, in addition thereto, shall also be credited with seniority for all periods during which he/she held such non-bargaining unit position(s).

157 4. If two (2) or more employees have the same seniority they shall be ranked by their total length of service as a regular full-time employee within the Department of Public Safety. If there continues to be a tie, the tied employees shall be ranked according to their respective Social Security numbers, the employee with the lowest number being given the highest rank.

158 5. An employee granted a leave of absence pursuant to this Agreement shall retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.

B. SENIORITY OF ASSOCIATION PRESIDENT

159 1. Notwithstanding his/her position on the seniority list, in the event of a layoff COAM President shall be continued at work as long as there is a job in the Department of Public Safety in his/her classification and provided he/she has acquired seniority status. Super-seniority status shall not be available to any probationary employee.

160 2. In the event that COAM President has super-seniority status and is nonetheless laid off he/she shall be recalled to the first open position to arise in his/her classification in the Department of Public Safety.

161 3. The right of EMU to transfer or reassign an employee pursuant to the provisions of this Agreement shall not be affected by the fact that the employee is COAM President.

C. LOSS OF SENIORITY

162 An employee shall lose his/her seniority and shall be terminated for the following reasons:

- 163 1. The employee voluntarily terminates his/her employment with EMU.
- 164 2. The employee is discharged for just cause and such discharge is not
reversed through the Grievance Procedure.
- 165 3. The employee retires.
- 166 4. The employee is absent from his/her job for three (3) consecutive
working days without notifying EMU, unless unable to do so for reasons
beyond his/her control. After such absence, EMU shall send a written
notification to the employee, at his/her last known address, that the
employee has lost his/her seniority and his/her employment has been
terminated.
- 167 5. The employee does not return to work within five (5) working days
when recalled from layoff. In proper cases exceptions may be made.
- 168 6. The employee fails to return to work within the time limits of a leave of
absence or an extended leave of absence.
- 169 7. The employee is laid off for a period exceeding one (1) year.

D. LAYOFF AND RECALL

- 170 In recognition of the small number of supervisory positions within
the Department of Public Safety and the long-term and short-term
benefits to EMU and employees which may result from permitting
more senior higher ranked employees to have preference for
retention in the event of a reduction in staff, the parties have agreed
as follows:
- 171 1. In the event EMU determines it is necessary to reduce the
number of employees or discontinue a position within the
Department of Public Safety to which a member of its non-
bargaining unit or bargaining unit workforce is assigned, EMU
shall first determine which non-bargaining unit employees, if any,
shall be laid off. Should EMU deem it necessary to layoff a non-
bargaining unit employee and, further, elect to reassign such non-
bargaining unit person to a position covered by the terms of this
Agreement in lieu of direct layoff, such person shall be credited
with seniority as if he/she were a regular bargaining unit employee,
in accordance with Section A above, and shall be placed on the
bargaining unit seniority list. The University shall then determine

its desired staffing levels within the bargaining unit. If reductions within the bargaining unit are deemed necessary, the following order of workforce reduction shall apply:

- 172 a. Any temporary employees in an affected bargaining unit classification will be terminated prior to the layoff of a bargaining unit employee;
- 173 b. Any probationary employees in an affected bargaining unit classification will be terminated prior to the layoff of a seniority employee; and,
- 174 c. The employee(s) with the least seniority on the bargaining unit seniority list, in an affected classification, shall be the first to be laid off and so forth on down the list until the desired staffing level is attained.
- 175 2. When the work force is increased after a layoff, employees with the most seniority in an affected classification shall be the first to be recalled, provided the greater seniority employees are able to perform the available work. EMU shall not be required to recall an employee to a position higher than the position from which he/she was laid off or displaced or which he/she has not previously performed.
- 176 3. Any employee who is recalled from a layoff shall be restored his/her seniority including that which he/she otherwise would have acquired during the period of his/her layoff.
- 177 4. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall he/she shall be considered a quit. Extensions may be granted by EMU in proper cases.
- 178 5. Any employee exercising his/her seniority under the Layoff and Recall procedures provided above must be qualified to perform the work of the employee he/she is displacing or the work of a vacant position to which he/she may be assigned; such employee may be disqualified from performing such work either:
 - 179 a. If such employee's employment record with EMU indicates that there is no reasonable expectancy that he/she would be qualified to perform the job; or,

180 b. if it is determined by EMU during the first sixty (60) calendar
days the employee has worked in the new job that such employee
does not have the ability to perform the job. Any employee
disqualified from a job as provided herein may then exercise
his/her seniority right as herein above provided and the employee
displaced will be returned to the job.

E. **REGULAR JOB VACANCIES**

181 1. Regular bargaining unit vacancies shall be published on the On-Line
Hiring System. Such notice shall include the date of posting,
classification, rate of pay, and final date of acceptance of application,
which shall be no less than the sixth (6th) working day following the
posting. EMU may temporarily fill such a vacancy during the posting and
selection process.

182 2. Job awards shall be made to the best qualified applicant. EMU shall
make its selection of the best qualified applicant on the basis of its
judgment of the skill, experience, education, ability, and other
qualifications of those applying.

ARTICLE XXIII LEAVES OF ABSENCE

A. **PERSONAL LEAVE**

183 1. An unpaid personal leave of absence may be approved or denied at the
discretion of EMU and as a general rule, will only be approved for those
employees who have acquired seniority status under this Agreement and
who show exceptional need. Eligible employees desiring a personal leave
of absence shall make a written application through the Executive
Director, Public Safety, to the Associate Vice President and Chief Human
Resources Officer, University Human Resources.

184 2. Upon good cause shown by the applicant, the Associate Vice President
and Chief Human Resources Officer, University Human Resources, with
the concurrence of the Executive Director, Public Safety, may approve an
unpaid personal leave for up to three (3) months. Upon like cause shown,
such leave of absence may be extended for successive periods of up to
three (3) months, not to exceed one (1) year for the total period of the
leave.

185 3. Leaves of absence as herein provided will not be granted to an
employee who is laid off and will not be extended if the employee would
have been laid off had he\she been working during the leave.

186 4. Seniority will accumulate for a period not to exceed thirty (30) days of
an employee's personal leave of absence.

B. MEDICAL LEAVE OF ABSENCE

187 For a medical leave, an employee may utilize any sick days, vacation
days or compensatory time. Sick leave, vacation leave or compensatory
time may only be utilized at the beginning of the medical leave and prior
to utilization of short term or long-term disability. For those on leave of
absence for the birth of a child, you may utilize your sick leave, vacation
leave or compensatory time after your short-term disability expires.

188 A seniority employee unable to work because of sickness or injury shall,
upon written request, be placed on a Medical Leave of Absence without
pay for up to three (3) months after exhausting all rights to paid sick
leave, provided appropriate requested medical information is provided.
Maternity disabilities shall be considered medical disabilities for
purposes of this provision.

189 The Employer may require such medical information as is appropriate to
evaluate a request for Medical Leave of Absence or extension of a
Medical Leave of Absence. This medical information is to be submitted
to Human Resources no later than fifteen (15) days from the original
date the employee begins their leave of absence. Failure to provide this
medical information by this time will result in the denial of the request
for leave of absence.

190 When EMU has reason to doubt the validity of the medical information
provided, EMU may, at its expense, require an employee obtain the
opinion of a second health care provider designated or approved by the
employer concerning the medical information provided in support of a
medical leave of absence. When a second opinion differs from the
opinion in the original medical information provided, EMU may, at its
expense, require an employee to obtain the opinion of a third health care
provider approved jointly by EMU and the employee concerning the
medical information in dispute, or if the parties cannot agree EMU
retains the right to designate the provider. The third opinion shall be
from one of the two major hospitals in Washtenaw County and shall be
considered to be final and shall be binding on the employer and the
employee.

- 191 For psychological evaluation third opinions the parties will agree on a
third opinion medical provider to ensure that an evaluation is completed
by a competent law enforcement psychologist.
- 192 Any healthcare provider chosen for the second or third opinion shall not
be employed on a regular basis by the employer. The employer agrees
not to be capricious when exercising its rights in this section.
- 193 A Medical Leave of Absence may be extended, but such leave and any
extension when taken together shall not exceed an employee's seniority
at the time such leave begins or two (2) years, whichever is less.
Seniority will accumulate for a period not to exceed thirty (30) days
during such a leave.
- 194 An employee who is disabled and receiving compensation pursuant to
the Workers' Compensation Act shall be granted a leave of absence
under the Medical Leave provision. Such a leave may be extended for
one (1) additional year. However, seniority shall not accumulate beyond
the first two (2) years of such a leave. FMLA leave will run concurrently
with Workers' Compensation and any available paid or unpaid medical
leave.
- 195 EMU may also require such medical information as is appropriate to
certify an employee's ability to return to work following a leave of
absence due to medical disability.

C. RESERVIST DUTY LEAVE

1. Annual Duty Leave

- 196 a. Upon prior written request, a regular employee who is a member
of the National Guard or organized Reserves of a United States
Military Service shall, when ordered to annual training duty be
granted a military leave of absence for a period not to exceed ten
(10) working days in any calendar year. Seniority will accumulate
for a period not to exceed thirty (30) days during such leave.
- 197 b. If a seniority employee's military pay is less than his\her regular
University salary, EMU agrees to pay the employee the difference
between his\her regular University salary as computed on a daily
basis and the employee's daily military salary, for a period not to
exceed ten (10) working days in any calendar year. To establish
his\her entitlement to supplemental wages payable by EMU as
hereinabove provided, the employee must provide satisfactory
proof to EMU of his\her daily military salary.

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

2. Emergency Duty Leave

199 A regular employee who is a member of the National Guard or organized United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster shall be granted an unpaid leave of absence for the duration of that emergency duty. Seniority will accumulate for a period not to exceed thirty (30) days during such leave.

D. ASSOCIATION EDUCATIONAL AND BUSINESS LEAVE

200 1. EMU agrees to set aside a maximum total aggregate of four (4) days per contract year to be used by employees elected or appointed to represent COAM at Association Educational Conference or for official Association business. Time off provided pursuant to this provision shall be without loss of regular straight time pay. Requests for time off pursuant to the terms of this provision must be made in writing and shall be submitted not less than ten (10) working days prior to the desired date of absence to the University's Director of Labor Relations and HRBP Services who shall approve such request, subject to necessary emergency exceptions.

201 2. COAM President may also request an unpaid leave of absence for the purpose of conducting official Association business. Requests for leave of absence to conduct Association business must be made in writing and shall be submitted to EMU's Director of Labor Relations and HRBP Services not less than ten (10) working days prior to the date the leave is desired to commence. Requests for leaves of absence to conduct Association business shall be at the convenience of EMU and may be approved or denied at its discretion.

E. FUNERAL LEAVE

202 1. An employee is allowed three (3) working days off, with pay, to attend the funeral of a member of his/her immediate family. An employee who wishes to attend a funeral for anyone outside of his/her immediate family may take off one (1) scheduled day, with pay, with the permission of the Executive Director, Public Safety or his/her designee. In either case, time taken beyond the specified amount will be charged against the employee's vacation, compensatory, or sick leave.

203 2. The phrase “immediate family” for the purposes of this section shall
mean spouse, child, father, mother, sister, brother, father-in-law, mother-
in-law, sister-in-law, brother-in-law, grandparents, step children of a
current spouse, and foster parents who were legal guardians.

F. SICK LEAVE

204 1. Effective January 1, 2018, a regular full-time employee shall
accrue sick leave benefits on the basis of four (4) hours for each
completed two (2) weeks of continuous service, up to a maximum
of sixteen hundred (1,600) hours, provided that at no time shall the
accumulation for any one (1) calendar year exceed one hundred
and four (104) hours, or the total accumulation exceed sixteen
hundred (1,600) hours.

205 2. For purposes of this Article, a two (2) week period of continuous
service is deemed to be any two (2) week period in which an
employee works or is compensated for (e.g. paid vacation days,
paid sick days, or paid holidays) more than fifty percent (50%) of
their regularly scheduled workdays based on EMU payroll system.

206 3. For purposes of this section workday shall be interpreted to
mean any day of the week, provided such day is a scheduled
workday for the employee. A workweek shall be interpreted to
mean any regularly scheduled days of a regular week.

207 4. All employees may use their sick leave credit in any month of
the year in which they are scheduled to be on the payroll, but only
for the number of workdays in such month for which they are
scheduled to receive remuneration.

208 5. An employee may use sick leave and concurrently receive
benefits from EMU authorized Short Term Disability Insurance
plan as indicated under Article XXVI, Section D.

209 6. All absences of employees due to illness or injury will be
debited against the employee’s record regardless of whether or not
his\her department absorbs the work or EMU provides a substitute.
Absences chargeable to sick leave from any other reasons will be
considered on the basis of merit by the Associate Vice President
and Chief Human Resources Officer, University Human
Resources.

- 210 7. Sick Leave Incentive Members who use no sick leave during a rolling six (6) month period of time will be awarded twelve (12) hours of vacation leave time to their vacation leave bank. The use of Personal Sick Leave days will not be counted as sick leave used when determining eligibility for this incentive.
- 211 8. If an employee elects to use his\her sick leave (or accrued annual time or banked compensatory time) while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receive his\her regular earnings, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his\her regular earnings and his\her compensation benefits for each pay period.
- 212 9. Each employee, upon returning to work after any absence which is chargeable to sick leave benefits (except for those absences which would be considered personal business days as provided for in Section 13 of this Article), may be required to file with the Associate Vice President and Chief Human Resources Officer, University Human Resources, either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such a statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 213 10. EMU may require a physician's statement in support of a request for a leave or to certify an employee's ability to return to work following a leave of absence due to illness or injury.
- 214 11. Whenever an employee has used up all of his\her sick leave credit he\she will be removed from the payroll until he\she reports back to duty. An employee unable to work because of sickness or injury will, upon request, be placed on Medical Leave of Absence after exhausting all rights to paid sick leave.
- 215 12. Sick leave utilized by an employee for illness or injury of a member of his\her immediate family shall be based on the merit of the case and limited by the following provisions:
- 216 a. Such use will be limited to two (2) regularly scheduled days for any particular incident of illness or injury and to a maximum of six (6) regularly scheduled days in any fiscal year.

- 217 b. "Immediate family" for purposes of this policy shall be
interpreted as spouse, father, mother, children, sister, brother,
mother-in-law, and father-in-law.
- 218 Requests for the above shall be routed through normal
administrative channels and be decided by the Executive Director,
Public Safety.
- 219 13. Upon approval of the Executive Director, Public Safety or
his/her designee, employees may use up to four (4) earned sick
leave days each fiscal year for personal business. The use of such
days requires twenty-four (24) hours advance approval of the
Executive Director, Public Safety, or his/her designee unless the
employee could not make the notification for reasons beyond
his/her control. With advance approval the employee may be
allowed to use such personal business days contiguous with annual
leave or a holiday.
- 220 14. The parties agree to abide by the provisions of the Family
Medical Leave Act. The parties agree that the employer will use
the fiscal year method for administering the FMLA policy.
Members of the bargaining unit may use available sick, vacation or
compensation time while on FMLA leave. The use of vacation
leave must have prior supervisory approval.

G. WORKERS COMPENSATION

- 221 The employee, COAM and EMU agree to abide by the Michigan
Workers Disability Compensation Act.
- 222 Understanding that there are certain inherent risks associated with an
employee's work, EMU is willing to provide full payment of the
employee's biweekly salary, excluding normal taxes and deductions,
while on worker's compensation, for twelve (12) weeks. Employees are
only eligible to receive this benefit if one of the following six (6)
conditions has occurred.
- 223 1. An employee is injured on the job as a result of their need to exercise
reasonable force to protect themselves, another University employee or
student, the general public, or to subdue a criminal suspect; or
- 224 2. An employee is injured on the job as a result of their pursuit of a
criminal suspect, either on foot or in a vehicle; or

- 225 3. An employee is injured on the job as a result of being physically assaulted; or
- 226 4. An employee is injured on the job as a result of their participation in Rape Aggression Defense (RAD) training, or participation in any other departmentally approved training; or while completing activities necessary for set up or completion of such training; or
- 227 5. An employee is injured while participating in a lifesaving effort involving a fellow officer or member of the general public; or
- 228 6. An employee is injured as a result of their involvement in a high-risk assignment as determined by the Executive Director, Public Safety.
- 229 All documentation and verification of the aforementioned situation must be submitted to and reviewed by the Executive Director, Public Safety, within five (5) days of the incident, to be eligible for this benefit.
- 230 The Executive Director, Public Safety will have sole and final authority to approve or deny all requests to implement the provisions of this benefit. The Executive Director's decision shall not be subject to appeal in the grievance procedure or any other forum.
- 231 Upon request, the Executive Director, Public Safety will meet with the requesting employee and Union Representative to discuss a request that has been denied.
- 232 This agreement should not be construed to include those injuries which occur in the normal course of duty; such as, but not limited to, a slip, a trip, a fall, a twisted ankle, a back or knee injury, or any other injury not specifically related to one of the aforementioned situations.
- 233 Requests for light duty assignments while in this status will be reviewed on a case-by-case basis and may be approved at the sole discretion of the Executive Director, Public Safety.
- 234 The program will remain in place for the duration of the Collective Bargaining Agreement unless canceled for any reason by the Employer. Cancellation will not be subject to appeal by the Union in the grievance procedure, the filing of an unfair labor practice or any forum.

H. RETURN TO ACTIVE EMPLOYMENT

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

ARTICLE XXIV VACATION AND HOLIDAYS

A. VACATION

- 240 1. A regular full-time employee who has completed ninety (90) days of service shall accrue vacation on the basis of 6.1539 hours for every two (2) week period of continuous service [twenty (20) days per year].

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2. A regular part-time employee who has completed ninety (90) days of service shall accrue pro-rated vacation benefits for every two (2) week period of continuous service. The number of hours of vacation time accrued by a part-time employee during each such two (2) week period shall be determined as follows:

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

242

3. For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days, or paid holidays) more than fifty percent (50%) of his/her regularly scheduled work days based on EMU payroll system.

243

4. If an employee is terminated prior to completing twelve (12) months of continuous service, he/she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee, however, may be permitted to use his/her accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he/she shall sign a form provided by EMU stating that if his/her employment shall be terminated prior to the completion of twelve (12) months of continuous service he/she shall reimburse EMU for vacation pay received and shall authorize EMU to deduct that amount of money from this final paycheck. If an employee is terminated after having completed twelve (12) months of continuous service, he/she shall be entitled to receive all vacation rights accrued to the date of his/her termination.

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5. The vacation pay of an employee will be based on the number of hours (exclusive of hours for which overtime is paid) he/she regularly works and will be computed on the basis of the rate of pay he/she is earning, exclusive of any shift premiums, at the time he/she takes his/her vacation.

245

6. Vacation pay will be paid to the employee on the regular payday for the period during which the employee takes his/her vacation.

246 7. All vacation shall be taken at the convenience of EMU so as to permit the continued operation of all of its facilities and functions without interference. All vacations must be approved by the Executive Director, Public Safety. The vacation period shall commence on July 1st of each year and end on the following June 30th of each year. Any vacation rights accrued as of June 30th of each year must be taken during the immediately following vacation period and any employee who fails to take his/her vacation within that period shall forfeit all rights to such vacation time with the following exceptions:

247 a. If an employee is unable to take his/her vacation during the appropriate vacation period because EMU's work needs prevent it, he/she shall be allowed to carry over such accrued vacation into the next vacation period with the written approval of the designated head of the Division. Such unused vacation time must be taken during the next vacation period.

248 b. If it is to the mutual convenience of EMU and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he/she has earned at any time during the year in which it is accruing.

B. HOLIDAYS

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

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

251 3. To be eligible for holiday pay, an employee must work the last scheduled workday before and the next scheduled workday after the day of the observance of the holiday unless he/she has an excused absence, is on vacation leave or has an absence previously approved by the Executive Director, Public Safety; provided that an employee not on the payroll for

the week in which the holiday is observed shall not receive compensation for the holiday.

252 4. Employees required to work on a holiday as provided herein shall, in lieu of holiday pay pursuant to paragraph 1. above, be paid at the rate of two and one-half (2 ½) times their regular hourly rate of pay, plus shift premium if applicable, for each hour worked on such holiday or, at the discretion of EMU receive compensatory time off at the rate of two and one-half (2 ½) hours for each hour worked on such holiday.

253 5. If a holiday falls on an employee's scheduled day off, his/her next scheduled workday shall be considered his/her holiday. Subject to approval of the Executive Director, Public Safety, an employee may request that another of his/her scheduled workdays falling within the same pay period as the holiday be designated as his/her holiday in lieu of the next scheduled workday as above provided.

ARTICLE XXV COMPENSATION

A. WAGE ADJUSTMENT

254 1. The salary schedule is set forth in Appendix A of this Agreement.

255 2. Wages paid pursuant to this Agreement shall be paid only for time worked, except as otherwise specifically provided for in this Agreement.

256 3. Year One (1) (effective July 1, 2024 through June 30, 2025) three percent (3%) increase to base salary, for all bargaining unit sergeants on the active payroll.

257 4. Year Two (2) (effective July 1, 2025 through June 30, 2026) three percent (3%) increase to base effective July 1, 2025, for all bargaining unit sergeants on the active payroll as of June 30, 2025.

258 5. Year Three (3) (effective July 1, 2026 through June 30, 2027) three percent (3%) increase to base effective July 1, 2026, for all bargaining unit members on the active payroll as of June 30, 2026.

259 6. Effective July 1, 2024 through the duration of this agreement, a 15% wage differential between the wage of a Lieutenant and above that of a Sergeant (PS01*).

7.A Sergeant assigned to perform field training shall be compensated with an additional two (2) hours of overtime pay, or at the Employer's discretion one (3) hour of compensatory time, for each shift spent in a field training assignment.

8. Special Unit Compensation

- 260 a. All bargaining unit members who are certified and assigned to the following units: RAD, Firearms, Defensive Tactics, SWAT, SVU, Mobile Field Force, Taser, SEEUS Coordinator, Property Room Supervisor, CNT, Detective Sergeant, and Active Shooter Instructor shall receive an annual stipend of three hundred dollars (\$300) for each aforementioned designation. To qualify for the stipend, bargaining unit members must pass a certification test administered by an outside contractor or the Employer. In addition, the Department of Public Safety ("DPS") must select the individual(s) to serve in the above classifications on behalf of EMU Department of Public Safety. In order to receive the special unit stipend, the employee must annually receive a certificate from DPS and for twelve (12) months prior to the payment of the stipend be assigned to serve on one of the above referenced units. The SEEUS Coordinator must receive a certificate and be assigned to serve for at least six (6) of the twelve (12) months prior to the payment of the stipend in order to qualify for the stipend.
- 261 c. The stipend shall be issued effective upon the mutual ratification and approval of the Agreement and within the first pay period of July of each calendar year thereafter. In order to receive the stipend, the individual must be active on the payroll when EMU issues the stipend.

B. LONGEVITY PAY

- 262 All eligible employees covered by this Agreement who are on EMU's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their anniversary date with EMU according to the following rules and schedule of payment:
- 263 1. Eligible employees shall be deemed to be employees with six (6) or more years of continuous service, as of their anniversary date.
- 264 2. Longevity pay shall be based on an employee's continuous service as of his/her anniversary date with EMU as herein defined. Longevity pay shall be computed as a percentage of an employee's

annual wage for the preceding calendar year as stated in the employee's W-2 form.

265 3. For purposes of this section, continuous service means service calculated from the employee's last date of hire as a regular employee and shall be broken by:

Quit
Discharge
Termination or loss of seniority

266 4. Employees absent from work due to layoff, physical disability, or authorized leave of absence for a period of more than three (3) months, shall not be credited with or continue to accumulate continuous service for any period thereafter until they are returned to EMU's active payroll.

267 5. An employee shall be initially eligible for longevity pay on his/her anniversary date following the completion of six (6) years of continuous service. Thereafter, an employee shall be eligible to receive longevity pay based on his/her years of continuous service as of his/her anniversary date as set forth in the attached schedule.

268 6. Payments to employees who become eligible on their anniversary date shall be due on the first (1st) regular payday following the month in which they become eligible.

269 7. Longevity pay shall be based on the following schedule:

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

26 or more years

8% of annual wage

ARTICLE XXVI GROUP BENEFITS AND INSURANCE

A. HOSPITALIZATION-GROUP MEDICAL BENEFITS

270 Effective January 1, 2018 EMU shall provide and maintain the following medical benefits for each employee regularly assigned to work twenty (20) hours or more per week, commencing with the employee's 91st day of service. Employees shall have the option of participating in a comprehensive Preferred Provider Organization (PPO5), Health Maintenance Organization (HMO), or High Deductible Plan with Health Savings Account health plan in accordance with the described plan design. See Appendix B for the health care rates for each plan.

271 Prescription Drug Coverage

EMU will charge drug co-pays equal or less than the described plan design. A reputable Pharmacy Benefits Manager will administer the prescription drug plan.

272 1. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), EMU provided health insurance plan becomes the primary health insurance carrier. Medicare becomes the secondary health carrier for active employees who are age sixty-five (65) or older.

273 2. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Total Rewards Office within thirty (30) calendar days of the commencement of their regular employment with EMU. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application during an annual open enrollment period.

274 3. Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, divorce, birth, death, adoption) by contacting the Total Rewards Office and completing the appropriate change form.

Failure to make these changes as herein provided will result in additions and/or changes being excluded from such benefits plan until such time as the employee enrolls and makes proper application during an open enrollment period. Failure to timely remove a former spouse may result in Consolidated Omnibus Budget Reconciliation Act (COBRA) ineligibility.

- 275 4. In accordance with this section and provided proper application and enrollment is made by an Employee, EMU agrees to maintain the medical benefit plans described in the Article, for the employee's spouse and eligible dependent children under twenty-six (26) years of age, subject to the other terms and conditions of the plan and this Agreement. Effective January 1, 2018, spouses who have access to employer subsidized medical and dental coverage will enroll with their employer's plan for coverage. If both spouses work at EMU, one (1) spouse will be primary and the other spouse will be carried as a dependent on the primary's coverage. In the event that either federal or state health care reform legislation causes a substantial increase in the cost to EMU of providing the medical benefits described in this Article, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.
- 276 6. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
- 277 a. to employees, who voluntarily or involuntarily, have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;
- 278 b. to surviving spouses and dependents upon the death of an employee;
- 279 c. to spouses and dependent children in the event of a divorce;
- 280 d. to dependent children who exceed the plan's age limitations;
- 281 e. to the spouses and dependents of employees who become eligible for Medicare coverage.
- 282 7. For such a period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18)

months. Spouses and dependents may continue coverage for thirty-six (36) months. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to one-hundred two percent (102%) of the group contract rate.

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8. For those employees enrolled in the EMU health care options, the cost sharing provision will still apply for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In such medical leave situations the employee will be responsible for their benefits costs at the group rate for those months following the first three (3) months that the employee is off the payroll because of such leave except in those instances where an employee is injured on-the-job and is receiving Workers' Compensation, in which case, medical benefits shall continue, in accordance with the Michigan Worker's Compensation Agency Law, until the employee no longer qualifies for Workers' Compensation wages, or the employee terminates, whichever is sooner. When on an authorized unpaid non-medical leave of absence, the employee will be responsible for their benefits costs at the group rate for the period that the employee is no longer on the active payroll.

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9. An employee's medical benefits plan shall terminate on the date that the employee terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in paragraph 8, above. An employee who retires has coverage through the last day of the month in which the employee retires.

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10. EMU will provide employees not enrolled in a Health Saving Account (HSA) with the opportunity to participate in a pre-tax flexible spending account for health and dependent care expenses. Employees enrolled in an HSA will still have the opportunity to participate in a pre-tax flexible spending account for dependent care expenses. The annual enrollment fee for this program will be paid by EMU.

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11. Due to the uncertainty of the Affordable Care Act, also known as Healthcare Reform, and other health care related existing and pending federal and state legislation that may cause a substantial increase in the cost to EMU of providing the medical benefits as

described, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.

287 12. If a current benefit provider is changed during the term of the labor agreement any new provider will offer a comparable plan design and reasonable accessibility for the members.

288 13. An employee may elect to waive coverage under the above described health care benefits plans, provided the employee makes proper application to the Total Rewards Office, showing evidence of coverage elsewhere than through EMU plans. Employees for whom the waiver is granted shall receive the maximum annual allotment allowed by law, not to exceed two-thousand dollars (\$2,000) prorated and paid with the regular bi-weekly pay. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the external coverage on which they have relied is no longer available. When an employee's spouse also works for EMU and provides coverage the waiver will not be granted to the employee who waived coverage. It is understood that no contributions will be made to TIAA based on this waiver payment.

B. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

289 1. EMU shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of the employee's ninety first (91st) calendar day of actual work. Commencing with the month following completion of one (1) year of benefits as above provided, EMU shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest \$1,000 times two (2) and accidental death and dismemberment insurance in an equal amount, up to a maximum coverage of \$100,000. When an employee reaches age sixty-five (65) and continues working, their insurance benefits are decreased by thirty-five percent (35%) with no further reduction based upon age thereafter.

290 The following table illustrates examples of the insurance benefit levels described above:

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

291 2. To qualify for the life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Total Rewards Office within thirty (30) calendar days of the commencement of their regular employment with EMU. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.

292 3. Provided proper application and enrollment are made by an employee EMU agrees to pay the cost for maintaining the above-described benefits plan.

293 4. Changes in life insurance benefit amounts based on changes in base annual salary occurs effective with the change in base annual salary. Base annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.

294 5. Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the day that an employee is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence, except an employee who retires is covered through the end of the month in which he/she retires. However, when an employee terminates his/her employment with EMU they are covered for a grace period of thirty-one (31) calendar days. During such a thirty-one (31) day period, the employee may convert their group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan than customarily being issued by the insurer, except

term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily pay if they had independently applied for an individual benefits plan at that time.

- 295 6. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their group life insurance and accidental death and dismemberment insurance benefits subject to the same rules set forth in paragraph A.8. above for the continuation of group medical benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Total Rewards Office prior to the commencement of the layoff or leave. If such application and arrangements are not made as herein described, employee's life insurance benefit shall automatically terminate upon the effective date of the layoff or unpaid leave of absence.

C. DENTAL CARE BENEFITS

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

<u>Benefits</u>	<u>Dental Plan Pays</u>	<u>Employee Pays</u>
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	75%	25%
Restorative ¹	75%	25%
Periodontics ¹	75%	25%
Endodontics ¹	75%	25%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

Maximum Contract Benefit

¹\$1,000.00 per person total per contract year

²Lifetime maximum benefit of \$1,500.00 per person

- 297 2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Total Rewards Office within thirty (30) calendar days of the commencement of their regular employment with EMU. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as the employee enrolls and makes proper application with the Total Rewards Office.
- 298 3. Provided proper application and enrollment is made by an employee, EMU agrees to pay the cost for maintaining the above described benefits plan for the employee, their spouse, and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for a single person, two (2) person, full family, and family plus benefits subject to the same rules set forth in section A for the payment of group medical benefits costs. Effective January 1, 2018, spouses who have access to employer subsidized medical and dental coverage will enroll with their employer's plan for coverage.
- 299 4. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set forth in section A (8) above for the continuation of group medical benefits.
- 300 5. An employee's dental care benefits plan shall terminate on the day that an employee terminates, is laid off, the employee goes on an unpaid leave of absence, or the dental care benefits plan terminates. An employee who retires from EMU is covered through the end of the month in which the employee retires.
- 301 In the event that either federal or state healthcare reform legislation causes a substantial impact to the healthcare-related benefits described in this Agreement, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.

D. SHORT-TERM DISABILITY BENEFITS

- 302 1. EMU agrees to provide and maintain short-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the month in which an employee completes their first three (3) months of regular employment. The amount of such benefits shall not be less than sixty percent (60%) of the employee's regular weekly earnings.
- 303 2. Benefits shall begin on the eighth (8th) day of an absence due to illness, an accident, or hospitalization, and may continue up to a maximum of thirteen

(13) weeks. Employees receiving short-term disability benefits as herein described who have available sick, vacation, or compensatory leave hours may supplement benefits, the sum to equal one-hundred percent (100%) of maximum regular daily earnings, and be charged three (3) hours a day against any of their designated leave benefits.

- 304 3. To qualify for short-term disability and accident benefits, as described above, each employee must individually enroll and make proper application for such benefits at the Total Rewards Office within thirty (30) calendar days of the commencement of regular employment with EMU. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as the employee completes an enrollment form and a personal health statement furnished by the short-term disability carrier, which substantiates insurability. The benefits shall commence the first day of the month after the completion of the enrollment form. The insurance carrier shall make the eligibility determination, which determination shall specifically be exempted from grievance or arbitration. An employee's short-term disability benefits plan shall terminate on the date that an employee terminates, is laid off, retires, the short-term disability benefits plan terminates, or the employee goes on an unpaid leave of absence.

E. LONG-TERM DISABILITY BENEFITS

- 305 1. EMU agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week. [Commencing on the first (1st) day of the month following the month in which an employee completes their first three (3) months of regular employment]. Such benefits shall be equal to sixty percent (60%) of the employee's regular monthly earnings, up to a maximum benefit of \$5,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Article XXIII.F.
- 306 2. To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Total Rewards Office within thirty (30) calendar days of the commencement of the employee's regular employment with EMU. An

employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as the employee enrolls and makes proper application with the Total Rewards Office.

- 307 3. Provided proper application and enrollment is made by an employee, EMU agrees to pay the cost for maintaining the above-described benefits plan.
- 308 4. Changes in long-term disability benefit amounts based on changes in base annual salary occur, effective with the change in base annual salary. Base annual salary excludes supplemental appointments, overtime, longevity pay, and any other extra compensation.
- 309 5. An employee's long-term disability benefits plan shall terminate on the date that the employee terminates, is laid off, retires, or the employee goes on an unpaid leave of absence.

F. LIABILITY INSURANCE

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

ARTICLE XXVII RETIREMENT AND DEATH BENEFITS

A. RETIREMENT BENEFITS

1. Retirement Program

- 312 Subject to the conditions set forth below, employees who have at least a fifty percent (50%) or greater appointment at the time of enrollment may participate in the following retirement program (in the event an employee's percent of appointment later drops below fifty percent (50%), such employee shall continue participating in the plan in which initially enrolled).
- 313 a. Teachers Insurance and Annuities Association (TIAA).

314 b. Each eligible employee must elect to participate in the retirement program within ninety (90) calendar days of the commencement of their regular employment with EMU. Any employee who does not make such an election within the ninety (90) calendar day time period, may thereafter enroll by completing an enrollment application in the Total Rewards Office. The retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive. Once an employee has been so enrolled, such enrollment shall be irrevocable.

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

2. University Contributions

316

321 Effective January 1, 2018, EMU shall contribute five percent (5%) of an employee's gross earnings to the TIAA Retirement Plan for all employees participating in said plan. Employees may choose to contribute an additional percentage of earnings for an equal percentage contribution from the employer up to five percent (5%).

Employee Contribution	EMU Contribution	Total TIAA Contribution
0%	5%	5%
1%	6%	7%
2%	7%	9%
3%	8%	11%
4%	9%	13%
5%	10%	15%

317 Employees will have 100% vesting after two (2) years of service.

318 An employee may retire if the employee is over age fifty (50) and has ten (10) or more years of EMU service at the time of retirement.

3. Payment of Unused Sick Leave Benefits

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

4. Life Insurance

- 319 If an employee terminates his/her employment with EMU for retirement purposes and satisfies the minimum age and service requirements of A (2) above, he/she shall be entitled to a lifetime benefit of one thousand dollars (\$1,000) of life insurance benefits which shall be maintained by EMU at no cost to the employee. Employees who retire on or after January 1, 2009, shall be entitled to seven thousand dollars (\$7,000) of life insurance benefits.

B. DEATH BENEFITS

1. Payment of Unused Sick Leave Benefits

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

2. Payment of Accrued Wages and Unused Vacation Benefits

- 320 All accrued wages and vacation benefits earned and unpaid as of an employee's death shall be made to the employee's designated beneficiary or estate.

ARTICLE XXVIII UNIFORMS AND EQUIPMENT

- 321 A. It is understood and agreed that all matters pertaining to the type of equipment and uniforms to be furnished to employees shall be the unilateral decision of EMU.
- 322 B. Employees shall be issued bullet-proof vests that meet Michigan State Police specification standards and shall be reconditioned at the expense of the

Employer, as deemed necessary. When it becomes necessary to replace “expired vests”, employees may select either a waterproof type or regular type level IIa (or equivalent) ballistic vest. Such vests shall be worn in accordance with established Public Safety Department procedures.

323 C. Regular full-time employees shall be paid a clothing and personal property allowance of one-thousand dollars (\$1,000) per year to be used for the maintenance and upkeep of personal property, and uniforms furnished by EMU. In addition to the above allowance, regular full-time employees normally required to work in “civilian clothes” shall be paid an allowance of one-thousand two hundred dollars (\$1,200) per year to be used for the purchase, maintenance, and upkeep of such clothing.

324 D. The allowances as hereinabove provided will be paid in two parts with one-half (1/2) being paid by December 1, and one-half (1/2) being paid by June 1, of each year.

325 E. The allowances as hereinabove provided will be prorated equal to time spent on an unpaid leave or off EMU’s payroll, exclusive of paid leave and leave resulting from compensable work-related injury.

326 F. A regular part-time employee shall be entitled to prorated allowances. Allowances for part-time employees shall be determined as follows:

Number of hours			
regularly scheduled to work during a normal two (2) week period	Amount of allowance paid the regular x full-time employee	=	Amount of allowance to be paid regular part-time employee
<u>80</u>			

ARTICLE XXIX MISCELLANEOUS

A. EDUCATION OPPORTUNITIES

1. Tuition Waiver Program

327 a. Eligible full-time employees shall be entitled to a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at EMU [three (3) semester hours if employed at fifty percent (50%) appointment]. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.

328 b. An employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

- 329 (1) The employee must have completed one (1) year of regular service prior to the first day of classes of the term or semester for which he/she plans to register.
- 330 (2) The employee must present evidence of admission to the University's Total Rewards Office confirming that he/she has satisfied all admission requirements and is eligible to enroll in courses.
- 331 (3) A completed Application for Tuition Waiver must be submitted to the Total Rewards Office for approval no later than the one hundred percent (100%) drop deadline date announced in the Semester Calendars located on the Office of Records and Registration webpage.
- 332 a. Failure to submit an application for approval within the required timelines may forfeit the employee's eligibility for that term.
- 333 b. A copy of the waiver will be mailed to the employee upon approval.
- 334 (4) The employee must agree to reimburse EMU for the cost of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by EMU for tuition waiver benefits forfeited by the employee, the employee shall authorize EMU to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each biweekly paycheck (unless the employee is terminating, in which case, the entire amount may be deducted) or other appropriate means.
- 335 a. Eligible full-time employees shall be entitled to full tuition waiver benefits as herein described. Part-time employees who are on at least a fifty percent (50%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.
- 336 b. The employee must take courses during non-working hours.
- 337 c. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to EMU if:

338 (1) The employee voluntarily terminates their active employment with EMU prior to the completion of the term or semester for which he/she is enrolled.

339 (2) A grade of “pass”, or “C” or above (“B” for graduate courses), is not achieved in any course for which tuition waiver is obtained. Grades of “C-” and “B-” are unacceptable.

340 (3) A mark of “Incomplete” (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the employee’s employment terminates, whichever is earlier.

341 (4) The employee withdraws from a course after the date specified as noted on the Semester Calendars located on the Office of Records and Registration webpage for one hundred percent (100%) tuition refund. Exceptions may be made by the Director of Total Rewards, upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, an unanticipated conflict between the employee’s work schedule and the course he/she is enrolled in, etc.).

2. Auditing of Classes

342 Regular full-time employees are permitted to audit classes at EMU without credit, without tuition and without following regular enrollment procedures, subject to the following conditions:

343 a. All classes must be audited during non-working hours.

344 b. The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.

3. Tuition Waiver Program for Employee Spouses and Dependent Children

345 a. A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at EMU shall be available to eligible spouses and dependent children of bargaining unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.

351 b. A bargaining unit member’s spouse or dependent child shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

352 (1) The spouse/dependent child must present evidence of admission to EMU’s Total Rewards Office confirming that:

353 (a) He/She is the dependent child or spouse of a bargaining unit member.

- 354 (b) He/She has satisfied all admission requirements and is eligible to enroll for courses.
- 355 c. A completed Application for Tuition Waiver must be submitted to the Total Rewards Office for approval no later than the payment deadline announced on the Student Business Services webpage for each semester.
- 356 (1) Failure to submit an application for approval within the required timelines may forfeit the spouse/dependent's eligibility for that term.
- 357 (2) A copy of the waiver will be mailed to the employee upon approval.
- 358 (3) Upon the employee's termination from EMU, tuition waiver benefits for eligible spouse and dependent children shall cease at the end of the semester in which the termination occurs.
- 359 d. A bargaining member's spouse or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to EMU, enrollment in courses, or continued enrollment at EMU the same as any other student of EMU.
- 360 e. It is intended that only a fifty percent (50%) Tuition Waiver be provided to any one (1) dependent irrespective of whether or not both parents are employed by EMU.
- 361 f. An eligible spouse/dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
- 362 (1) A grade of "pass", or "C" or above is not achieved in any course for which tuition waiver is obtained. Grades of "C-" are not acceptable.
- 363 (2) A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the sponsoring employee's employment terminates, whichever is earlier.

364 (3) The spouse/dependent withdraws from a course after the date specified in the Semester Calendars located on the Office of Records and Registration webpage for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeals process in the Student Business Services Office and by the Director of Total Rewards upon a showing of appropriate cause by the spouse/dependent (e.g., prolonged incapacitating illness or the like).

B. ASSOCIATION MEETINGS

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

C. DEPARTMENTAL RULES AND REGULATIONS

367 A copy of rules and regulations promulgated or revised by the Department of Public Safety shall be made available to each employee.

D. FIREARMS QUALIFICATION

368 In order to ensure the Department of Public Safety, employees, students, and the general public, each Officer must be qualified in the operation of firearms used in the performance of their duties. Therefore, the parties agree to adhere to the Firearms Qualification provisions contained in EMU's Department of Public Safety Policy and Procedures Manual.

E. PARKING FACILITIES

369 Bargaining unit members shall pay a parking fee of \$2.00 per week. Parking fees may be paid on a pre-tax basis through automatic payroll deductions.

ARTICLE XXX FITNESS FOR DUTY

- 370 Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.
- 371 When EMU has an articulable reason to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo examination by a University selected medical professional for purposes of evaluating the employee's fitness for duty.
- 372 If an employee is required to undergo examination or testing on duty time, the employee shall not suffer a loss in pay. At the discretion of EMU the employee may be placed on administrative leave with pay pending the outcome of the examination and review of the medical report.
- 373 If the employee is found to be unfit for duty he/she will be immediately placed on a medical leave of absence. Should the employee wish to challenge the Employer's fitness for duty examine he/she may submit medical documentation to the Employer of their fitness for duty. If a third(3rd) opinion is deemed necessary the costs shall be the responsibility of the Employer. The third (3rd) opinion shall be from one of the two (2) major hospitals in Washtenaw County and shall be considered to be final and shall be binding on the Employer and the employee.
- 374 For psychological evaluation third (3rd) opinions the parties will agree on a third (3rd) opinion medical provider to ensure that an evaluation is completed by a competent law enforcement psychologist.
- 375 All requests for a Fitness for Duty evaluation will be reviewed by the Director of Labor Relations and HRBP Services or designee prior to sending the employee for an evaluation. The Employer agrees not to be capricious when exercising its rights in this section of the Agreement.
- 376 Note: This language is not intended to replace any rules or regulations regarding the Employer's right to drug or alcohol test employees in accordance with University and departmental procedures.

ARTICLE XXXI SCOPE OF AGREEMENT

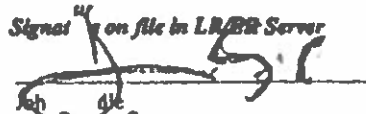
- 377 A. EMU and COAM hereby acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, hours of work, and other conditions of employment and expresses all obligations of, and restrictions imposed upon, EMU.
- 378 B. For the term of the Agreement, EMU and COAM each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is anticipated, recognized, and agreed that EMU shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with COAM.
- 379 C. If any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such conflicting provision shall be deemed void and inoperative. All other provisions shall continue in full force and effect. Not later than sixty (60) days after written request by either party hereto, EMU and Association agree to meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

ARTICLE XXXII DURATION AND AMENDMENT

- 380 This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from, July 1, 2024, until and including, June 30, 2027, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between the one hundred and twentieth (120th) day and the ninetieth (90th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and COAM shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

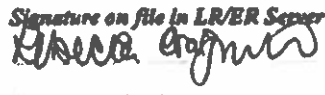
- 381 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 382 In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives having signed and sealed this agreement on this date of ratification of the Board of Regents August 28, 2024.

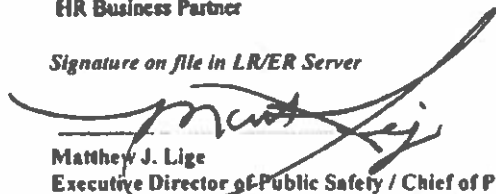
EASTERN MICHIGAN UNIVERSITY

Signature on file in LR/ER Server

John Ramo Sr.
Director, Labor Relations and
HRBP Services

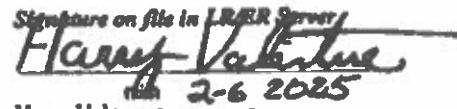
Signature on file in LR/ER Server

Mia VanSlyke
Senior HR Business Partner

Signature on file in LR/ER Server

Rebecca Craigmile
HR Business Partner

Signature on file in LR/ER Server

Matthew J. Lige
Executive Director of Public Safety / Chief of Police

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)**

Signature on file in LR/ER Server

Harry Vale
International Representative, COAM

Signature on file in LR/ER Server

David Shefferly
President; EMU COAM—Sergeants

Signature on file in LR/ER Server

Shane Thompson
V.P., EMU COAM—Sergeants

Signature on file in LR/ER Server

Nate Stead
V.P., EMU COAM—Sergeants

Appendix A

Eastern Michigan University Wage Schedule-Police Sergeant (PS) Step Plan

Effective: July 1, 2024

Base Rate Unit = Hourly

Annual Rate = Hourly * 2080

Step	1		2	
	Hire/Prob Rate		180 Days	
	0 - 12 Months		1 Year +	
Grade	Annual	Hourly	Annual	Hourly
01	83,407.00	40.10	90,464	43.49
01*	83,407.00	40.10	93,130	44.77

* Includes educational bonus (3% differential) paid after completion of the probationary period to PS employees who possess an earned Bachelor's

02 107,099.50 51.49

02 - Lieutenants, will make 15% greater than the highest PS01* rate.

Base Rate Unit = Hourly
Annual Rate = Hourly * 2080

* Includes educational bonus (3% differential) paid after completion of the probationary period to PS employees who possess an earned Bachelor's

02	113,588.80	54.61
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02 - Lieutenants, will make 15% greater than the highest PS01* rate.

Base Rate Unit = Hourly
Annual Rate = Hourly * 2080

Step	1 Hire/Prob Rate 0 - 12 Months		2 180 Days 1 Year +	
Grade	Annual	Hourly	Annual	Hourly
01	85,904.00	41.30	93,163.20	44.79
01*	85,904.00	41.30	95,908.80	46.11

* Includes educational bonus (3% differential) paid after completion of the probationary period to PS employees who possess an earned Bachelor's

02	110,302.40	53.03
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02 • Lieutenants, will make 15% greater than the highest PS01* rate.

Appendix B

2025-2027 COAM MEDICAL RATES

Monthly Benefit Rates

PPOS		2025	2026	2027
PS	Single	\$175.05	\$215.41	\$231.62
PS	Two Person	\$559.35	\$689.32	\$741.20
PS	3 to 4	\$700.18	\$861.65	\$926.50
PS	5 or more	\$1,055.51	\$1,238.62	\$1,331.84
HDHP		2025	2026	2027
PS	Single	\$53.14	\$65.18	\$69.82
PS	Two Person	\$127.52	\$156.44	\$167.57
PS	3 to 4	\$159.40	\$195.55	\$209.47
PS	5 or more	\$183.32	\$224.89	\$240.89
HMO		2025	2026	2027
PS	Single	\$0.00	\$0.00	\$0.00
PS	Two Person	\$0.00	\$0.00	\$0.00
PS	3 to 4	\$0.00	\$0.00	\$0.00
PS	5 or more	\$0.00	\$0.00	\$0.00

*If a month has three paychecks, no health care deduction is taken from the third check in the month.

MEMORANDUM OF UNDERSTANDING
By and Between
Eastern Michigan University "EMU"
And
Command Officer Association of Michigan "COAM"




This **MEMORANDUM OF UNDERSTANDING ("MOU")**, dated this 16th day of September 2024, is executed by and between Eastern Michigan University ("EMU") and Command Officer Association of Michigan ("COAM").

Whereas, EMU and COAM are parties to a collective bargaining agreement and each hereby agrees to the terms of this MOU.

NOW THEREFORE IT IS HEREBY AGREED:

1. **LIEUTENANT SICK LEAVE.** EMU will allow use of sick time of up to eighty hours (80) for Lieutenants prior to its accrual ("going negative" within their bank). Borrowing against this eighty hours will expire on June 30, 2025. If a Lieutenant has a negative bank and leaves EMU the time used will need to be paid back.
2. **Impact on Other Contractual Provisions:** Unless otherwise specifically addressed herein, the Program will have no impact on any provisions of the current CBA.
3. **No Precedent.** The parties agree that this Memorandum of Understanding is to have no precedential value and that none of the actions taken by the parties are meant to establish a practice or right to be utilized in any other grievances, claim or litigation proceedings between parties to this agreement. Such actions are non-precedential and in no way alter the terms of the parties' collective bargaining agreement.
4. **Entire Agreement Modification.** This Memorandum of Understanding constitutes the entire agreement and understanding of the parties and there are no additional promises, assurances or terms of agreement among the parties other than those written herein with respect to this matter. This MOU shall not be modified, except in writing signed by all parties.

This constitutes the entire agreement.

 For Command Officer Association of Michigan	Date 2-6-2025
 For Eastern Michigan University "EMU" John Randle, SR Director Labor Relations and HR Partner Svcs.	Date 2/6/2025
 For Eastern Michigan University Matt Ligo, Executive Director Public Safety and Chief of Police	Date 2/17/2025

