
Collective Bargaining Agreement

BY AND BETWEEN

EASTERN
MICHIGAN UNIVERSITY

&

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



JULY 01, 2021 - June 30, 2024

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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 the University 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 University and the Association. The University and the Association 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, the University recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all employees within the following bargaining unit as certified by Case No. R79 G-314 of the State of Michigan, Department of Labor, Employment Relations Commission.

- 16 Included: All regular full-time and regular part-time employees holding the classification of Sergeant, Campus Police, employed by EMU at its Ypsilanti, Michigan, installation.

- 17 Excluded: All executive and administrative officers; student employees; temporary employees; supervisors; confidential employees; all employees holding the classifications of Executive Director, Public Safety (Police Chief); Deputy Police Chief, Public Safety; Lieutenant, Campus Police; Detective, Campus Police; Officer, Campus Police; Student Officers; Contingent Officers; Police Dispatchers, and all other employees of the University not hereinabove expressly included in the bargaining unit as above defined.

ARTICLE VI NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

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

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

ARTICLE VII MANAGEMENT RIGHTS OF THE UNIVERSITY

20 A. The University hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the University including, but without limiting 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 work force, 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 the University, 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 the
University's Deduction Authorization Form and to the extent the laws of the
State of Michigan permit, the University agrees to deduct the Association
membership dues levied in accordance with the Association's Constitution, or
a service fee in an amount as hereinabove provided, from the pay of each
employee who, as of the fifteenth (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 the University. The Association's Financial Officer shall submit to the University's Payroll and Employee Relations Office written certification of the amount of dues or service fees to be deducted pursuant to the provisions of this Article.

- 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 the Association.
- 41 3. A properly executed copy of such Authorization Form is required for each employee for whom the Association membership dues or service fees are to be deducted hereunder. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Association's Financial Officer by the University.
- 42 4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time application is tendered to the University and, if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- 43 5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association or where a deduction is not in conformity with the provisions of this Agreement, refunds to the employee will be made by the Association.
- 44 6. All sums deducted by the University shall be remitted to the Association's Financial Officer once each month within ten (10) calendar days following the 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 the University's Deduction Authorization Form.
- 48 7. The University shall not be liable to the Association by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

C. SAVE HARMLESS

49 The Association shall protect and save harmless the University 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 the University 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 the University that it shall not lockout employees during the term of this Agreement.

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

53 1. In the event of any of the aforesaid 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, the Association shall immediately instruct any and all employees to cease their misconduct and shall inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge. Further, the Association shall advise all such employees that;

54 a. the Association 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, the Association shall, upon request of the University and within twelve (12) hours of any such action or interference, deliver the following notice to the University for publication to each employee and, at the University'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 the University which took place on (date) is not approved, condoned or authorized by the Association and is in violation of the Collective Bargaining Agreement. You are directed to cease this action and interference immediately.” An authorized official of the Association shall sign the notice.

58 3. Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage or loss to the University or its property or from taking disciplinary action, including discharge against any employee. Further, any disciplinary action taken by the University shall not be reviewable through the Grievance Procedure, except for the question of fact as to whether the employee took part in any such action or interference, in which case a grievance may be filed at Step III of the Grievance Procedure within three (3) working days of the employee’s discipline or discharge.

ARTICLE X COMMUNICATION

59 A. The Association shall provide the University with a list of Association officers, representatives, and alternative representatives. The University shall be notified of any subsequent changes.

60 B. Employees shall be responsible for providing the University’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. The University 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 the University’s online version of the booklet. The Employment Work Rules booklet will be available online at the Employer’s website.

62 D. The University will, through its Labor Relations and HRBP Services Office, keep the Association advised in writing as to its representatives.

63 E. The Association 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.

ARTICLE XI SPECIAL CONFERENCE

64 Special Conferences may be held at the request of the Association or the University for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the Association 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 the University or the Association under the terms of this Agreement.

ARTICLE XII REPRESENTATION AND RELEASE TIME

- 65 A. The University shall recognize the Association President as the grievance representative of bargaining unit employees.
- 66 B. If an employee has presented a written grievance to his/her supervisor and received an unsatisfactory answer, upon request of the employee, the Association 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.
- 67 C. The privilege of the Association 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 so allowed will be devoted to the prompt handling of grievances and will not be abused. The University retains the right to initiate procedures for the proper accounting of release time as granted pursuant to the terms of this provision.

ARTICLE XIII GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 68 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.
- 69 2. Written grievances as required herein shall contain the following:
 - 70 a. it shall be signed by the grievant(s) and, where appropriate, the Association President;

- 71 b. it shall contain a synopsis of the facts giving rise to the alleged
72 c. it shall cite the specific clause(s) of the Agreement alleged to have
 been violated; and,
- 73 d. it shall specify the relief requested.
- 74 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.
- 75 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 the Association became aware, or
 reasonably should have become aware of the action complained of. If no
 grievance is presented in that time the grievance is barred.
- 76 4. If the Association fails to appeal a Step I, Step II, or Step III answer, in
 writing, within the time provided in the Grievance Procedure, or any
 mutually agreed extension of such time, the University's Step I, II, or III
 answer shall be considered final.
- 77 5. If the University fails to answer the grievance, in writing, within the time
 provided in the Grievance Procedure, or any mutually agreed extension of
 such time, the grievance shall be advanced to the next step of the
 Grievance Procedure.
- 78 6. If a grievance involves more than one (1) employee or the Association or
 University believe the processing of a grievance through Step I and II of
 the Grievance Procedure to be clearly inappropriate, either party may
 submit a request to the other party to process the grievance commencing at
 Step III of the Grievance Procedure and, by mutual agreement, the
 grievance may be so processed.
- 79 7. No employee or group of employees, other than the Association, shall
 have the right to initiate an arbitration proceeding hereunder.
- 80 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 the
 Association President. Any agreement reached between the University
 and the Association shall be binding on the Association, the University,
 and affected employees.

81 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

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

83 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 the Association President.

STEP II

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

85 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, the Association President and, at the option of the Association, a representative of COAM, the University's Step I Representative and, at the option of the University, a representative of the Labor Relations and HRBP Services Office, to discuss the grievance.

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

STEP III

87 1. If the grievance is not resolved, the Association 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.

88 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, the Association President, and the University's Step I and II Representatives.

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

STEP IV ARBITRATION

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

91 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,

92 b. within five (5) working days after receipt of the Association's Demand for Arbitration, the Director of Labor Relations and HRBP Services and the Association 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 the Association's notice of intent to arbitrate, the Employer shall so inform the Association by certified mail. Within twenty (20) work days of receipt of the Employer's notice, the Association 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 the University's Director of Labor Relations and HRBP Services. If a Demand for Arbitration is not filed with the University'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. The Association's Demand for Arbitration shall be considered filed on the basis of the postmark.

93 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.

94 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.

- 95 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 the University or the Association, nor shall he/she exercise any responsibility or function of the University or the Association.
- 96 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 the University, the Association and the employee or employees involved.

ARTICLE XIV DISCIPLINE AND DISCHARGE

A. GENERAL PROVISIONS

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

B. INVESTIGATIONS OF EMPLOYEES

98 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

99 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

100 The University agrees upon the discipline of an employee to promptly serve written notice thereof upon the employee and the Association President. A copy

of the notice of disciplinary action shall be placed in the employee's official personnel file.

E. REPRESENTATION RIGHTS

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

F. APPEAL OF DISCIPLINE

102 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.

103 Should an employee who receives a suspension or discharge consider the discipline to be improper, he/she may present a grievance, in writing, through the Association 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.

104 For the purpose of computing working days pursuant to this Article, Saturdays, Sundays, and holidays shall be excluded.

G. USE OF PAST RECORD

105 In imposing any discipline on a current charge the University agrees not to take into account any discipline imposed against the employee for minor infractions that occurred more than one (1) year previously, or major infractions that occurred more than 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

106 Within a reasonable period after request of an employee, the Director of Labor Relations and HRBP Services shall meet with the employee and/or the Association 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 the University. If, upon their review, it is agreed that any such documents are no longer useful to

the University, 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

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

B. REVISED JOBS AND NEW JOBS

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

ARTICLE XVI WORK BY NON-BARGAINING UNIT EMPLOYEES

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

ARTICLE XVII PERSONNEL FILES

A. MAINTENANCE

110 An official personnel file shall be maintained by the University on each

employee. The University Human Resources Office has custody and control of individual personnel files.

B. CONTENTS

111 Personnel files may contain such items as:

- 112 1. signed application forms;
- 113 2. transcripts and other documents describing or supporting claim to academic experience;
- 114 3. letters and other records describing or supporting claim to work experience;
- 115 4. evaluation records and other documents relating to professional growth or performance;
- 116 5. documents relating to discipline, resignation or discharge;
- 117 6. documents indicating special competencies, achievements, or other contributions to the University;
- 118 7. any statements that the employee wishes to have entered in response to, or in elaboration of, any item in his/her personnel file;
- 119 8. other records as determined by the University.

C. ACCESS

120 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.

121 In accordance with the provisions as herein provided, an employee may authorize a representative of the Association, 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

122 The University agrees to provide employees with a copy of any non-confidential material in their personnel file.

123 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 the University.

ARTICLE XVIII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

- 124 A. An employee's first employment obligation is to the University. No member of the bargaining unit shall be permitted to engage in supplemental employment which, in any way, would interfere, or has the potential of interfering, with the employee's rendering full and faithful service to the University.
- 125 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.
- 126 C. Supplemental employment which does not interfere with an employee's full and faithful service to the University 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.
- 127 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 the University.
- 128 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

- 129 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 the University.

- 130 2. The regular work schedule and work hours for part-time employees shall be
at the discretion of the University.
- 131 3. This provision shall in no way be construed as a guarantee of work or pay.
- 132 4. The University 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.

B. WORK SHIFTS AND SHIFT PREMIUMS

- 133 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.
- 134 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.
- 135 3. A third shift starts between the hours of 11:00 p.m. and 6:59 a.m. A full-
time employee working on the evening shift shall receive a premium of
sixty-five (\$0.65) cents per hour.
- 136 4. Shift premiums are to be added to total wages, they do not increase the
hourly, weekly, or biweekly salary rates.

C. SHIFT PREFERENCE

- 137 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.
- 138 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

- 139 1. If an employee is called in by the University 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 the
University, receive four and one-half (4½) hours compensatory time off.
- 140 2. If an employee is called in by the University for consultation with
prosecuting attorneys, appearances in court, or to sign complaints, outside of
and not continuous with his/her regular work period he/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 the University,
receive three (3) hours compensatory time off.

E. OVERTIME

- 141 1. Overtime shall be assigned at the discretion of the University, except as
expressly limited herein.
- 142 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.
- 143 3. Employees required and scheduled to work more than eight (8) hours per day
or forty (40) hours per week shall be paid at the rate of one and one-half (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.
- 144 4. For the purpose of computing overtime pay for over forty (40) hours in an
employee’s work week, a paid holiday, paid sick day, paid vacation day, or
other authorized paid leave day will be counted as time worked.

F. COMPENSATORY TIME BANK

- 145 Bargaining Unit members may bank up to a maximum of ninety-six (96) hours of
non-recoupable or mandatory 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 a. Non-recoupable overtime is that overtime that is not charged back to any
other operating department of the University.

- 147 b. The scheduling of time off taken for utilizing overtime hours banked as
 compensatory time shall be at the sole discretion of the University and in
 accordance with University policy.
- 148 c. Maximum usage of compensatory time shall not exceed ninety-six (96)
 hours during the fiscal year.

G. **TRADING TIME**

- 149 In those situations where the University 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

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

ARTICLE XXI PROBATIONARY EMPLOYEES

- 151 A. The Association shall represent probationary employees for the purpose of
 collective bargaining with respect to rates of pay, hours of work, and other
 conditions of employment. However, it is agreed by both parties that during an
 employee's probationary period all matters concerning the discipline, demotion,
 layoff, or termination of such employee shall be at the discretion of the University
 and shall be specifically and expressly excluded from the Grievance and Arbitration
 provisions of the Collective Bargaining Agreement.
- 152 B. Except as otherwise provided in paragraph C below, each employee shall be on
153 probation for the first twelve (12) months of employment as a regular employee in

- 154 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.
- 155 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 Sergeant (e.g. Lieutenant, Deputy Chief, Executive Director, etc.) shall, upon his/her return to the bargaining unit, 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 the Association 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 the Association 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 the University to transfer or reassign an employee pursuant to the provisions of this Agreement shall not be affected by the fact that the employee is the Association President.

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 the University.

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 the University, unless unable to do so for reasons beyond his/her control. After such absence, the University shall send a written notification to the employee, at his/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 the
University and employees which may result from permitting more senior higher
ranked employees to have preference for retention in the event of a reduction in
staff, the parties have agreed as follows:

171 1. In the event the University 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 work force is
assigned, the University shall first determine which non-bargaining unit
employees, if any, shall be laid off. Should the University deem it necessary
to layoff a non-bargaining unit employee and, further, elect to reassign such
non-bargaining unit 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 work force 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. The
University 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 the University 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 the University 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 the University during the first sixty (60) calendar days the employee has worked in the new job that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein may then exercise his/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. The University may temporarily fill such a vacancy during the posting and selection process.
- 182 2. Job awards shall be made to the best qualified applicant. The University shall make its selection of the best qualified applicant on the basis of its 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 the University and as a general rule, will only be approved for those employees who have acquired seniority status under this Agreement and who show exceptional need. Eligible employees desiring a personal leave of absence shall make written application through the 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 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 the University has reason to doubt the validity of the medical information provided, the University 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, the University may, at its expense, require an employee to obtain the opinion of a third health care provider approved jointly by the University and the employee concerning the medical information in dispute, or if the parties cannot agree the University 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 The University may also require such medical information as is appropriate to certify an employee's ability to return to work following a leave of absence due to medical disability.

C. RESERVIST DUTY LEAVE

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 an United States Military Service shall, when ordered to annual training duty be granted a military leave of absence for a period not to exceed ten (10) 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, the University 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 the University

as hereinabove provided, the employee must provide satisfactory proof to the University 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. The University agrees to set aside a maximum total aggregate of four (4) days per contract year to be used by employees elected or appointed to represent the Association at Association Educational 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. The Association 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 the University'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 the University 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 four (4) hours, 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 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. Effective January 1, 2018, active employees are eligible to rollover any remaining December 2017 sick leave hours to his/her 2018 calendar year sick leave balance. There will be no payout of sick leave time.
- 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 the University 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 five (5) 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 the University 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 the University 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 statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 213 10. The University may require a physician's statement in support of a request for a leave or to certify an employee's ability to return to work following a leave of absence due to illness or injury.
- 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 sixteen (16) hours for any particular incident of illness or injury and to a maximum of forty-eight (48) hours 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 Request 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 Sergeant, Union and University agree to abide by the Michigan Workers Disability Compensation Act.

222 Understanding that there are certain inherent risks associated with a Sergeant's work, the University is willing to provide full payment of the employee's bi-weekly 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. A Sergeant 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. A Sergeant 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. A Sergeant is injured on the job as a result of being physically assaulted; or

226 4. A Sergeant 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. A Sergeant is injured while participating in a lifesaving effort involving a fellow officer or member of the general public; or

- 228 6. A Sergeant 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 Sergeant 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 cancelled 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 the University 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 the University 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].

241 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:

Number of hours regularly scheduled to work during a normal two (2) week period	x 6.1539 =	Hours of vacation accrued during the two (2) week period
80		

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 workdays based on the University 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 the University stating that if his/her employment shall be terminated prior to the completion of twelve (12) months of continuous service he/she shall reimburse the University for vacation pay received and shall authorize the University to deduct that amount of money from 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.
- 244 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 the University so as to permit the continued operation of all of its facilities and functions without interference. All vacations must be approved by the 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 the University's work needs prevent it, he/she shall be allowed to carry over such accrued vacation into the next vacation period with the written approval of the 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 the University and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he/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. The University shall have the sole right to determine whether the day before or after Christmas Day and New Year's Day shall be observed as the holiday.

- 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 the University 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) (Execution of the Agreement through June 30, 2022) two percent (2%) increase to base salary, for all bargaining unit members on the active payroll as of ratification.
- 257 4. Year Two (2) (effective July 1, 2022 through June 30, 2023) two percent (2%) increase to base effective July 1, 2022, for all bargaining unit members on the active payroll as of June 30, 2022.
- 258 5. Year Three (3) (effective July 1, 2023 through June 30, 2024) two percent (2%) increase to base effective July 1, 2023, for all bargaining unit members on the active payroll as of June 30, 2023.
- 259
- 260 6. A Sergeant assigned to perform field training shall be compensated with an additional one (1) hour of regular pay, or at the Employer's discretion one (1) hour of compensatory time, for each shift spent in a field training assignment. A shift is defined eight (8) hours of duty time.
- 261 7. Special Unit Compensation
- 262 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 two-hundred dollars (\$200) 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.
- 263 b. RAD Qualification: Instructors shall be compensated when teaching no less than ten (10) sessions within the fiscal year, to be verified by the lead RAD instructor.
- 264 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

265 All eligible employees covered by this Agreement who are on the University's
active payroll as of the effective date of this Agreement shall be entitled to receive
266 longevity pay based on their length of continuous service as of their anniversary
date with the University according to the following rules and schedule of
payment:

266 1. Eligible employees shall be deemed to be employees with six (6) or more
years of continuous service, as of their anniversary date.

267 2. Longevity pay shall be based on an employee's continuous service as of
his/her anniversary date with the University as herein defined. Longevity
pay shall be computed as a percentage of an employee's annual wage for
the preceding calendar year as stated in the employee's W-2 form.

268 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

269 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 the University's active
payroll.

270 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.

271 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.

272 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

273 Effective January 1, 2018 the University 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.

274 Prescription Drug Coverage

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

275 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), the University 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.

276 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 the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly

excluded from such benefits plan until such time as he/she enrolls and makes proper application during an annual open enrollment period.

277

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 Consolidation Omnibus Budget Reconciliation Act (COBRA) ineligibility.

278

4. In accordance with this section and provided proper application and enrollment is made by an Employee, the University 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 cause a substantial increase in the cost to the University 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.

279

5. Effective January 1, 2018, Additional Eligible Adults and Sponsored Dependents will no longer be eligible for health care and/or dental plans.

280

6. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:

281

- 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;

282

- b. to surviving spouses and dependents upon the death of an employee;

283

- c. to spouses and dependent children in the event of a divorce;

284

- d. to dependent children who exceed the plan's age limitations;

285

- e. to the spouses and dependents of employees who become eligible for Medicare coverage.

- 286 7. For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty–six (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.
- 287 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.
- 288 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.
- 289 10. The University 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 the University.
- 290 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 the University 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.
- 291 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.

292 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 the University 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

293 1. The University shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of 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, the University 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.

294 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

295 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 the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.

- 296 3. Provided proper application and enrollment are made by an employee the University agrees to pay the cost for maintaining the above described benefits plan.
- 297 4. Changes in life insurance 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.
- 298 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 the University they are covered for a grace period of thirty-one (31) calendar days. During such 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.
- 299 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

- 300 1. The University shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the ninety-first (91st) day of employment. Such benefits plan

shall be subject to reasonable and customary charge determination as follows:

<u>Benefits</u>	<u>Dental 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

- 301 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 the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as the employee enrolls and makes proper application with the Total Rewards Office.
- 302 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, 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.
- 303 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.
- 304 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 the University is covered through the end of the month in which the employee retires.

305 In the event that either federal or state healthcare reform legislation cause 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
306 containing and reducing that cost.

D. SHORT-TERM DISABILITY BENEFITS

306 1. The University 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.

307 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.

308 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 the University. An employee
who fails to enroll and make proper application as herein provided is
specifically and expressly excluded from such benefits plan until such time as
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

309 1. The University agrees to provide and maintain group long-term disability
benefits for each employee regularly assigned to work twenty (20) or more
hours per week. [Commencing on the first (1st) day of the month following the

month in which an employee completes 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.

- 310 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 the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as the employee enrolls and makes proper application with the Total Rewards Office.
- 311 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan.
- 312 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.
- 313 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

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

carrier.

ARTICLE XXVII RETIREMENT AND DEATH BENEFITS

A. RETIREMENT BENEFITS

1. Retirement Program

316 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).

317 a. Teachers Insurance and Annuities Association (TIAA).

318 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 the University. Any employee who does not make such
an election within the ninety (90) calendar day time period, may there
after 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.

319 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

320 For employees hired and entered the bargaining unit prior to July 1, 2013, the
University shall contribute eleven percent (11%) of an employee's gross
earnings to the TIAA Retirement Plan for those employees participating in
said plan and it will vest immediately. Effective July 1, 2019 and thereafter,
for employees hired and entered the bargaining unit prior to July 1, 2013, the
University shall contribute ten percent (10%) of an employee's gross earnings
to the TIAA Retirement Plan for those employees participating in said plan.

321 Effective January 1, 2018, the University 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%

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

323

324 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

325 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 the University at no cost to the employee. Employees who retire on or after the 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

326 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

327 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 the University.

328 B. Sergeants 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.

329 C. Regular full-time employees shall be paid a clothing and personal property allowance of seven hundred dollars (\$700) per year to be used for the maintenance and upkeep of personal property, and uniforms furnished by the University. In addition to the above allowance, regular full-time employees normally required to work in "civilian clothes" shall be paid an allowance of eight hundred and eighty-five dollars (\$885) per year to be used for the purchase, maintenance, and upkeep of such clothing.

330 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.

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

332 F. A regular part-time employee shall be entitled to pro-rated allowances.

Allowances for part-time employees shall be determined as follows:

Number of hours regularly scheduled to work during a normal two (2) week period <hr style="width: 20%; margin: 0 auto;"/> 80	x	Amount of allowance paid the regular full-time employee	=	Amount of allowance to be paid regular part-time employee
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ARTICLE XXIX MISCELLANEOUS

A. EDUCATION OPPORTUNITIES

1. Tuition Waiver Program

- 333 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.
- 334 b. An employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:
 - 335 (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.
 - 336 (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.
 - 337 (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.
 - 338 a. Failure to submit an application for approval within the required timelines may forfeit the employee’s eligibility for that term.
 - 339 b. A copy of the waiver will be mailed to the employee upon approval.
 - 340 (4) The employee must agree to reimburse the University for the cost

of all tuition waiver benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by the University for tuition waiver benefits forfeited by the employee, the employee shall authorize the University to collect such amounts through deductions from his/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.

- 341 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.
- 342 b. The employee must take courses during non-working hours.
- 343 c. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
- 344 (1) The employee voluntarily terminates their active employment with the University prior to the completion of the term or semester for which he/she is enrolled.
- 345 (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.
- 346 (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.
- 347 (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

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

- 349 a. All classes must be audited during non-working hours.
- 350 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

351 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.

352 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:

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

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

355 (b) He/She has satisfied all admission requirements and is eligible to enroll for courses.

356 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.

357 (1) Failure to submit an application for approval within the required timelines may forfeit the spouse/dependent's eligibility for that term.

358 (2) A copy of the waiver will be mailed to the employee upon

approval.

- 359 (3) Upon the employee's termination from the University, tuition
waiver benefits for eligible spouse and dependent children shall
cease at the end of the semester in which the termination occurs.
- 360 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 the University, enrollment in courses, or continued
enrollment at EMU the same as any other student of the University.
- 361 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 the University.
- 362 f. An eligible spouse/dependent shall forfeit tuition waiver benefits and must
reimburse the full cost of such benefits to the Employer if:
- 363 (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.
- 364 (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.
- 365 (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 The Association shall be permitted to use the University facilities which are
generally available to the public for regular and special business meetings of the
Association, provided the Association makes application and conforms to all rules
and regulations established by the University. It is agreed that any expenses
incurred by the University (other than those resulting from providing normal
meeting facilities) shall be charged to and paid for by the Association.

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 the University's Department of Public Safety Policy and Procedures Manual.

E. PARKING FACILITIES

369 Effective for the 2008-2009 fiscal year and continuing 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 the University 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 the University 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. The University and the Association 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, the University.

378 B. For the term of the Agreement, the University and the Association each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain 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 the University shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with the Association.

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, the University 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, 2021, until and including, June 30, 2024, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between the one hundred and twentieth (120th) day and the ninetieth (90th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- 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 15th day of September, 2021.

EASTERN MICHIGAN UNIVERSITY

Signature on file in LR/ER Server

Dwayne Zuhlke, PhD
Director, Labor Relations and
HRBP Services

Signature on file in LR/ER Server

Mia Bass
HR Business Partner

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN (COAM)

Signature on file in LR/ER Server

Harry Valentine
International Representative, COAM

Signature on file in LR/ER Server

David Shefferly
President; EMU COAM—Sergeants

Signature on file in LR/ER Server

Shana Thompson
V.P., EMU COAM—Sergeants

APPENDIX A

Eastern Michigan University
Wage Schedule-Police Sergeants (PS) Step Plan
Effective: July 1, 2021

Annual Rate= Hourly * 2080
 Hourly Rate= Annual / 2080
 Base Pay Unit = Hourly

<i>Grade</i>	<i>Step 1</i>		<i>Step 2</i>	
	<i>Probation 0 - 12 Months</i>		<i>Regular Rate 1 Year +</i>	
	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
01	77,833	37.42	84,419	40.59
01*	77,833	37.42	86,906	41.78

* Includes educational bonus (3% differential) paid after completion of the probationary period to PS employees who possess an earned Bachelor's degree from an accredited college or university.

Eastern Michigan University
Wage Schedule-Police Sergeants (PS) Step Plan
Effective: July 1, 2022

Annual Rate= Hourly * 2080
 Hourly Rate= Annual / 2080
 Base Pay Unit = Hourly

<i>Grade</i>	<i>Step 1</i>		<i>Step 2</i>	
	<i>Probation 0 - 12 Months</i>		<i>Regular Rate 1 Year +</i>	
	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
01	79,390	38.17	86,107	41.40
01*	79,390	38.17	88,644	42.62

* Includes educational bonus (3% differential) paid after completion of the probationary period to PS employees who possess an earned Bachelor's degree from an accredited college or university.

Eastern Michigan University
Wage Schedule-Police Sergeants (PS) Step Plan
Effective: July 1, 2023

Annual Rate= Hourly * 2080
 Hourly Rate= Annual / 2080
 Base Pay Unit = Hourly

<i>Grade</i>	<i>Step 1</i>		<i>Step 2</i>	
	<i>Probation</i>		<i>Regular Rate</i>	
	<i>0 - 12 Months</i>		<i>1 Year +</i>	
	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
01	81,529	39.20	87,829	42.23
01*	81,529	39.20	90,417	43.47

* Includes educational bonus (3% differential) paid after completion of the probationary period to PS employees who possess an earned Bachelor's degree from an accredited college or university.

APPENDIX B

2021-2024 COAM MEDICAL RATES

2021 - FULL TIME BENEFIT ELIGIBLE (COAM)

Coverage Category	2021 Semi-Monthly & Bi-Weekly Premiums for 24 Pay Periods*		
	BCBS PPO Option 5	BCBS High Deductible PPO Simply Blue with HSA	BCN HMO PLAN
Single	\$48.27	\$40.90	\$13.69
Two Person	\$96.63	\$81.75	\$27.22
Family (3 or 4)	\$115.91	\$102.15	\$33.98
Family Plus (5 or more)	\$135.19	\$122.65	\$40.90

2022 – FULL TIME BENEFIT ELIGIBLE (COAM)

Coverage Category	2022 Semi-Monthly & Bi-Weekly Premiums for 24 Pay Periods*		
	BCBS PPO Option 5	BCBS High Deductible PPO Simply Blue with HSA	BCN HMO PLAN
Single	\$49.61	\$16.60	\$15.54
Two Person	\$121.37	\$39.84	\$30.89
Family (3 or 4)	\$162.56	\$49.81	\$38.57
Family Plus (5 or more)	\$186.94	\$57.28	\$46.43

2023 - FULL TIME BENEFIT ELIGIBLE (COAM)

Coverage Category	2023 Semi-Monthly & Bi-Weekly Premiums for 24 Pay Periods*		
	BCBS PPO Option 5	BCBS High Deductible PPO Simply Blue with HSA	BCN HMO PLAN
Single	\$53.82	\$17.60	\$17.63
Two Person	\$161.27	\$42.23	\$35.06
Family (3 or 4)	\$207.35	\$52.78	\$43.77
Family Plus (5 or more)	\$264.94	\$60.70	\$52.69

2024 – FULL TIME BENEFIT ELIGIBLE (COAM)

Coverage Category	2024 Semi-Monthly Premiums for 24 Pay Periods*		
	BCBS PPO Option 5	BCBS High Deductible PPO Simply Blue with HSA	BCN HMO PLAN
Single	\$61.23	\$18.65	\$20.01
Two Person	\$176.34	\$44.76	\$39.80
Family (3 or 4)	\$232.68	\$55.95	\$49.68
Family Plus (5 or more)	\$295.74	\$64.35	\$59.81

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

The Parties agree to a limited health care reopener for 2024. Eastern Michigan University or the Union may invoke a spousal secondary coverage reopener for 2024. The written invocation must be received by the respective party, either the Director of Labor Relations and HRBP Services or the COAM International Representative between January 1, 2023 through May 31, 2023.