

Collective Bargaining Agreement

By And Between

Eastern Michigan University

&

**POLICE OFFICERS
ASSOCIATION
OF MICHIGAN**



July 1, 2023 - JUNE 30, 2026

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ARTICLE I AGREEMENT

- A. This Agreement is entered into by and between Eastern Michigan University and the Police Officers Association of Michigan

ARTICLE II DEFINITIONS

- 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.
- B. The term ASSOCIATION when used in this Agreement shall refer to the Police Officers Association of Michigan, and its agents.
- C. The term BARGAINING UNIT when used in this Agreement shall refer to all employees collectively covered by the terms of ARTICLE IV, Recognition.
- 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 IV, Recognition.
- 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, bi-weekly, and whose appointment is not of a temporary nature.
- 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, bi-weekly, and whose appointment is not of a temporary nature.
- G. The terms EXECUTIVE DIRECTOR OF PUBLIC SAFETY, DIRECTOR OF LABOR RELATIONS AND HRBP SERVICES; and ASSOCIATE VICE PRESIDENT AND CHIEF HUMAN RESOURCES OFFICER; when used in this Agreement shall be construed to also include their designated representatives.
- H. The term ASSOCIATION REPRESENTATIVE when used in this Agreement shall be construed to also include their designated representatives.
- I. Pronouns of masculine or feminine gender shall include each other.

ARTICLE III GENERAL PURPOSE AND INTENT

- A. 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 IV RECOGNITION

- A. 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-362 of the State of Michigan, Department of Energy Labor and Economic Growth, Michigan Employment Relations Commission.
- B. Included: All regular full-time and regular part-time employees holding the classification of Officer, Campus Police, and Detective employed by Eastern Michigan University at its Ypsilanti, Michigan installation.
- C. Excluded: All executive and administrative officers; student employees; temporary employees; supervisors; confidential employees; all employees holding the classification of Executive Director of Public Safety;

Lieutenant, Campus Police; Sergeant, Campus Police; Student Officers; and all other employees of the University not hereinabove expressly included in the bargaining unit as above defined.

ARTICLE V NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

- 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 or any other protected status as provided for and to the extent required by state and federal statutes.

ARTICLE VI MANAGEMENT RIGHTS OF THE UNIVERSITY

- 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 the generality of the foregoing, the right to:
- a. The executive management and administrative control of its operation;
 - b. 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 services, material or method of operation;
 - c. Subcontract or purchase any or all work, processes or services, construct new facilities or improve existing facilities;
 - d. Determine all management, financial, employment, and educational policies;
 - e. 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;
 - f. 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;
 - g. Establish, modify, combine, or discontinue job classifications, and to establish wage rates for any new or changed classifications;
 - h. Establish, modify, or change any lunch periods, rest periods and cleanup times, starting and quitting times, and the hours of work;
 - i. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or institute technological changes;
 - j. Establish, modify, or change any work schedules, business hours, or days of work;
 - k. Adopt, revise, eliminate and enforce any work rules, regulations, policies, practices or requirements, and carry out cost and general improvement programs;
 - l. Determine the size of the work force and increase or decrease its size;
 - m. 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;

- n. Discipline the work force, including the right to warn, reprimand, suspend, and discharge employees for just cause;
 - o. 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;
 - p. Determine the size of the management organizations, its functions, authority, amount of supervision, and table of organization.
- B. The exercise of the foregoing and all other powers, rights, authority, duties, amid 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 VII ASSOCIATION SECURITY

A. ASSOCIATION MEMBERSHIP

1. In accordance with Michigan Public Act 349, Association membership is voluntary. All present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit may tender the initiation fee and become members of the Association or may pay service fees in an amount equal to dues uniformly required for membership in the Association, less any amount which may presently or in the future be expended by the Association from membership dues for political purposes or any other purposes not directly related to the cost of negotiation and administration of the labor agreement on or before thirty-one (31) calendar days after the effective date of this Agreement or their date of employment or transfer into the bargaining unit, whichever is later.
2. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the University's Deduction Authorization Form.

B. CHECK-OFF

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 (15) 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 Office written certification of the amount of dues or service fees to be deducted pursuant to the provisions of this Article.
2. After meeting with the Association, 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.
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.
4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the 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.

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.
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 payday in which deductions were made together with a list which identifies: a) current employees for whom membership dues or service fees have been deducted; b) the amount deducted from the pay of each employee; and, c) the names of any employees who have terminated their Check-off.
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

The Association shall protect and save harmless the University from any and all claims, demands, costs, suits, 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

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

ARTICLE VIII STRIKES AND LOCKOUTS

- A. It is agreed on the part of the University that it shall not lock out employees during the term of this Agreement.
- 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.
- C. In the event of any of the foretasted actions or interference, the University agrees that it shall not cause the Association, its officials, or agents, to be liable for damage or loss to the University or its property, unless they are personally responsible for such damage or loss, provided the Association upon request of the University, and without any delay, complies fully with the following:
 - a. The Association shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference which shall include the immediate disavowal and refusal to recognize any such action or interference;
 - b. 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; and,
 - c. the Association shall advise all such employees that it has not authorized the strike, slow-down, or suspension of work and does not approve or condone it and shall instruct the employees to immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in the Collective Bargaining Agreement.
- D. 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 review able 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 IX COMMUNICATIONS

- 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.
- B. Employees shall be responsible for providing the University's Campus Police and the Human Resources Office with changes in their addresses or telephone numbers within three (3) working days of such changes becoming effective. Working days as used herein shall mean the employee's working days.
- C. The University shall supply each employee with a copy of this Agreement. The University will provide such copies of the Agreement within sixty (60) calendar days of its ratification by both parties.
- D. The University will, through its Labor Relations and HRBP Services Office, keep the Association advised in writing as to its representatives.
- E. The Association shall be furnished information concerning the date of employment, rate of pay and classification of new employees. Effective dates of transfers and terminations, and beginning and ending dates of leaves of absence on a monthly basis.
- F. The University shall furnish the Association a list of employees in the bargaining unit showing their seniority date, classification and salary rate. Revised lists shall be provided to the Association every six (6) months.
- G. Electronic communications shall suffice as proper written notifications throughout the Agreement in all regards where such references are made to inform either party in 'writing'.
- H. A member of the bargaining unit's name, home address, or photograph shall not be given to the press or news media without the employee's consent, and his/her name shall only be released upon the proffering of formal criminal charges.

ARTICLE X SPECIAL CONFERENCES

Special Conference 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 Representative and the Director of Labor Relations and HRBP Services and shall normally be scheduled to begin during regular University office hours. 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 XI REPRESENTATION AND RELEASE TIME

- A. The University shall recognize the Association Representative for the purpose of processing grievances on behalf of Bargaining Unit employees.
- B. If an employee requests the presence of the Association Representative at a Step I meeting, the Association Representative may, with the permission of their 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. The Association Representative shall perform their regularly assigned work at all times, except when necessary to leave work as herein provided.

- C. The privilege of the Association Representative leaving work during working hours, as provided in paragraph B above, is 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.
- D. The Employer shall permit a member of the local POA or the POAM representative to meet with all new hires for no more than thirty (30) minutes, within two (2) weeks of their new hire date, for the purpose of Union orientation.

ARTICLE XII GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

- 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.
- 2. Written grievances as required herein shall contain the following:
 - a. it shall be signed by the grievant(s) and, where appropriate, the Association Representative;
 - b. it shall contain a synopsis of the facts giving rise to the alleged violation, including its date of occurrence;
 - c. it shall cite the specific clause(s) if the Agreement alleged to have been violated;
 - d. it shall specify the relief requested.
- 3. Any written grievance not in accordance with the above requirements may be rejected as improper. If a grievance is rejected as improper, the University Representative shall notify the Association Representative of the rejection. Such a rejection shall not extend the time limitations hereinafter set forth.
- 4. No matter shall be subject to the Grievance Procedure unless it is presented in writing by the Association 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, or any mutually agreed upon extension of the timeframe, the grievance is barred.
- 5. 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.
- 6. 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 Procedures.
- 7. 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.
- 8. No employee or group of employees, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.
- 9. The resolution of a grievance at Step I or II 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 Representative. Any agreement reached between the University and the Association shall be binding on the Association, the University, and affected employees.

10. For purposes of computing workdays pursuant to this Article, Saturdays, Sundays, and holidays shall be excluded, or any other day the University is officially closed for business.

B. PROCEDURE

STEP I

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 request that the Association Representative be sent for to further discuss the matter. This meeting between the employee, the Association Representative, and the University Step I Representative shall occur within a reasonable period of time. If the matter remains unresolved after such meeting, the Association 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 Union and submit it to the University's Step I Representative.
2. Within five (5) workdays 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 Representative.

STEP II

1. If the grievance is not resolved, the Association Representative may, within five (5) workdays after receipt of the Step I answer, appeal the grievance, in writing, to the University's Step II Representative.
2. Within five (5) workdays after receipt of the Step II appeal, the University's Step II representative shall arrange a meeting with the aggrieved employee, the Association Representative and, at the option of the Association, a representative of the Police Officers Association of Michigan, 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.
3. Within ten (10) workdays after the Step II meeting, the University's Step II Representative shall give the Association Representative a written answer to the grievance.

STEP III

1. If the grievance is not resolved, the Association Representative may, within five (5) workdays after receipt of the Step II answer, appeal the grievance, in writing, to the Director of Labor Relations and HRBP Services.
2. Within ten (10) workdays after receipt of the Step III appeal, the Director of Labor Relations and HRBP Services shall arrange a meeting to discuss the grievance with a representative of the Police Officers Association of Michigan, the Association Representative and the University's Step I and II Representative.
3. Within fifteen (15) workdays after the Step III meeting, the Director of Labor Relations and HRBP Services shall give the Association Representative a written answer to the grievance with a copy to the representative of the Police Officers Association of Michigan.

STEP IV ARBITRATION

1. If the grievance remains unresolved after Step III, the Police Officers Association of Michigan 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) workdays after receipt of the Step III answer. Attached to the Association's Demand for Arbitration shall be: 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 b) a list of five (5) neutral persons, currently recognized and serving on the panel of labor-management arbitrators of the Federal Mediation and Conciliation Service and/or the American Arbitration Association, not less than two (2) of which must also be members of the National Academy of Arbitrators. Within five (5) workdays after

receipt of the Association's Demand for Arbitration, the Director of Labor Relations and HRBP Services and a representative of the Police Officers Association of Michigan shall confer for the purpose of selecting a neutral person to arbitrate the dispute. If the parties are unable to agree upon the selection of a neutral person, the Association may file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration to the American Arbitration Association shall be written, with concurrent notification thereof to the University's Director of Labor Relations and HRBP Services, and must be submitted no later than twenty (20) workdays after receipt of the University's Step III answer. Notification to the Director of Labor Relations and HRBP Services shall be subject to the same time limitations for filing with the American Arbitration Association. If a Demand for Arbitration is not filed with the University's Director of Labor Relations and HRBP Services and the American Arbitration Association within the time limits set forth above, and any mutually agreed extension of such time, the grievance is barred.

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.
3. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator substitute their discretion for that of the University or the Association, nor shall they exercise any responsibility or function of the University or the Association.
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 their jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Association and the employee or employees involved.

ARTICLE XIII DISCIPLINE AND DISCHARGE

A. GENERAL PROVISIONS

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. Disciplinary actions shall be consistently applied in the department.

B. INVESTIGATIONS OF EMPLOYEES

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

C. INFRACTIONS

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

The University agrees, that upon the discipline of an employee, to promptly serve the employee written notice thereof, framed with reasonable particularity, the employee and the Association Representative. A copy of the notice of disciplinary action shall be placed in the employee's official personnel file

E. NOTICE OF DISCHARGE

The University agrees that upon the discharge of an employee, to promptly serve the employee written notice thereof and the disciplinary action to be taken framed with reasonable particularity and provide a copy to the local Association Representative.

F. REPRESENTATION RIGHTS

A suspended or discharged employee will be allowed to discuss their suspension or discharge with the Association Representative. Upon request, a representative of the University will arrange to meet with the suspended or discharged employee and the Association Representative prior to the employee leaving the premises.

G. APPEAL OF DISCIPLINE

Should an employee who receives a written reprimand consider the discipline to be improper, the employee may initiate a grievance at Step I of the Grievance Procedure within five (5) workdays of receipt of notice of the reprimand.

Should an employee who receives a suspension or discharge consider the discipline to be improper, the employee may present a grievance, in writing, through the Association Representative to the Director of Labor Relations and HRBP Services at Step III of the Grievance Procedure within three (3) workdays of receipt of notice of the suspension or discharge.

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

H. USE OF PAST RECORD

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 (suspensions) 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.

I. PERSONNEL RECORD

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 Representative, and the Executive Director of 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.

J. DISCIPLINE AND DISCHARGE

- a. Counseling memoranda may be utilized by the Employer to communicate expectations and performance deficiencies to employees. Counseling memoranda shall not be construed as disciplinary action and shall not be subject to the arbitration procedure set forth in this Agreement. An employee may, however, request that the counseling memoranda be discussed with the Chief or the Chief's designee.
- b. The presence of an Association Representative is neither necessary nor an entitlement where the purpose of a meeting called by management is to deliver or explain a counseling memorandum.
- c. Counseling memorandum are not contractually considered discipline, except to establish prior notice to the employee of the employer's expectations and/or prohibitions.

ARTICLE XIV JOB CLASSIFICATIONS

A. GENERAL PROVISIONS

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

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) workdays 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.

ARTICLE XV WORK BY NON-BARGAINING UNIT EMPLOYEES

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 work force for the purpose of replacing bargaining unit employees who are laid off.

ARTICLE XVI PERSONNEL FILES

A. MAINTENANCE

An official personnel file shall be maintained on each employee by the Human Resources Office.

B. CONTENTS

The official personnel file may contain such items as:

- a. Signed application;
- b. Transcripts and other documents describing or supporting claim to academic work;
- c. Letters and other records describing or supporting claim to work experience;
- d. Evaluation records and other documents relating to professional growth or performance;
- e. Documents relating to discipline, resignation, or discharge;
- f. Documents indicating special competencies, achievements, or other contributions to the University;
- g. Any statements that the employee wishes to have entered in response to or in elaboration of any item in their personnel file;
- h. Other records as determined by the University.

C. ACCESS

Upon the written request of an employee, the Associate Vice President and Chief Human Resources Officer will make the employee's official 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 official personnel file shall be made in the presence of the Associate Vice President and Chief Human Resources Officer.

In accordance with the provisions as herein provided, an employee may authorize a representative of the Association, or other representative, to examine their official personnel file. Such representative may also accompany the employee in their review if the employee so desires.

D. REPRODUCTIONS

The University agrees to provide employees with a copy of any non-confidential material in their official personnel file. Any employee desiring a copy of documents in their file shall submit a written request to the Associate Vice President and Chief Human Resources Officer, and pay such duplication fees as may, from time to time, be established by the University.

ARTICLE XVII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

- 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.
- B. All employees engaging in, or in contemplation of entering into, a supplemental employment obligation shall report in writing to the Executive Director of 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.
- 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 of Public Safety. Should the Executive Director, 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.
- D. An employee's failure to report supplemental employment as herein provided, or refusal or failure to modify or terminate supplemental employment as request by the Executive Director of Public Safety, shall constitute just cause for the employee's dismissal of employment with the University.
- E. Should an employee feel that they have been unreasonably denied an opportunity to engage in supplemental employment, such matter shall, at the request of the Association, be made the subject of a Special Conference. In such cases, the University and the Association shall expedite the scheduling of the Special Conference.

ARTICLE XVIII HOURS OF WORK

A. WORK SCHEDULE

- 1. The regular work schedule for full-time employees shall consist of eighty (80) hours, bi-weekly. 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.
- 2. At the discretion of the University, the Executive Director of Public Safety may establish a four (4) day, ten (10) hour a day work week.
- 3. The regular work schedule and work hours for part-time employees shall be at the discretion of the University.
- 4. This provision shall in no way be construed as a guarantee of work or pay.

5. The University agrees to post a work schedule in a central location within the Campus Police Department. 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) calendar days in advance of the change becoming effective. In cases of emergency, no advance notice must be given.

B. WORK SHIFTS AND SHIFT PREMIUMS

1. Hours worked between the hours of 7:00 a.m. and 2:59 p.m., shall not receive shift premium for the duration of the shift.
2. Hours worked between the hours of 3:00 p.m. and 10:59 p.m. shall receive a premium of fifty (\$0.50) cents per hour, for the duration of the shift.
3. Hours worked between the hours of 11:00 p.m. and 6:59 a.m. shall receive a premium of sixty (\$0.60) cents per hour, for the duration of the shift.
4. Shift premiums are to be added to total wages, they do not increase the hourly, weekly, or bi-weekly salary rates.
 - a. All bargaining unit members shall receive shift premium accordingly to the hours that they work into that shift.

C. SHIFT PREFERENCE

1. Employees may exercise shift preference on the basis of seniority, subject to the right of the Executive Director of 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 they deem necessary to the operational needs of the department. The Executive Director's decision shall not be arbitrary or capricious.
2. When approved by the Executive Director of Public Safety, shift changes shall normally be made at the beginning of the fall, winter, and spring terms. If an employee feels that they have been unreasonably denied the right to exercise their shift preference, such matter may be made the subject of a Special Conference.

D. CALL-IN PAY

1. If an employee is called in by the University for emergency duty not scheduled in advance and that is outside of and not continuous with the employee's regular work period, they shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1.5) times their regular hourly rate of pay, plus shift premium if applicable or, at the discretion of the University, receive four and one half (4.5) hours compensatory time off.
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 the employee's regular work period, the employee shall be paid a minimum of three (3) hours pay at the rate of one and one-half (1.5) times the employee regular hourly rate of pay or, at the discretion of the University, receive four and one-half (4.5) hours compensatory time off.

E. OVERTIME

1. Overtime shall be assigned at the discretion of the University.
2. 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 (1.5) 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 (1.5) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. The University agrees to consider the desires of the employee when scheduling compensatory time off pursuant to this provision.

3. Employees working four (4) days, ten (10) hours a day work week. For employees required and scheduled to work more than ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for each hour worked in excess of ten (10) hours per day or forty (40) hours per week or, at the discretion of the University, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour worked in excess of ten (10) hours per day or forty (40) hours per week. Therefore, holiday pay, sick pay, bereavement, and annual leave will be adjusted accordingly. The University agrees to consider the desires of the employee when scheduling compensatory time off pursuant to this provision.
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. SCHEDULING OF OVERTIME

1. Overtime hours shall be offered bargaining unit members on a rotating basis, beginning with the most senior Officer, through the least senior Officer. In the event that a senior bargaining unit member opts to forego offered overtime, the Employer will then offer such overtime to the next most senior Officer, and so on, until such time as an adequate number of the Officers are available to staff overtime hours.
2. In those instances where no regular Officers opt to work available overtime, the University shall assign the overtime to those least senior Officers in the bargaining unit, subject to the limitation that should such scheduling result in staffing an overtime assignment exclusively with Probationary Officers, the Employer may, at its sole discretion, drop the most senior Probationary Officer from its overtime roster and assign the overtime to the least senior Regular Officer, who shall have no right of refusal to work the overtime. Appendix C provides an example of the method of rotational offering of overtime.
3. If an employee is not called for overtime work in accordance with this provision, the employee shall be given the next scheduled overtime available.
4. When the need for overtime is known four or more hours in advance, the overtime call-in list will be used. When the need for overtime is known on less than four hours' notice, that overtime will first be offered, in seniority order (most senior to least senior), to those employees who are on duty at the time the overtime need becomes known.

G. COMPENSATORY TIME BANK

1. Bargaining Unit members may bank up to a maximum of eighty (80) hours of earned overtime to be used for the purpose of taking compensatory time off, subject to the following limitations and subject to the requirements of Article XVIII (E) (2):
 - a. The scheduling of time off taken for utilizing overtime hours banked as compensatory time shall be at the sole discretion of the University.
 - b. Maximum usage of compensatory time shall not exceed ninety-six (96) hours during the fiscal year.

H. TRADING TIME

In those situations where the University will not incur an overtime obligation and the Executive Director of Public Safety's discretion, or their designee may approve, employees to trade individual work days or work shifts.

ARTICLE XIX PROBATIONARY EMPLOYEES

- 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 for the first ninety (90) calendar days of 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. Commencing with the ninety-first (91st) calendar day of employment as a regular employee through and including the completion of the employee's probationary period, all matters concerning the discipline, demotion, or termination of such employee shall be subject to the Grievance Procedure provisions of the Collective Bargaining Agreement up to and including Step III of the provision, but shall be specifically and expressly excluded from Step IV, Arbitration. The University Step III disposition of all such grievances shall be final and binding on the Association, the employee, and the University.

- B. Except as otherwise provided in paragraph C below, each employee shall be on probation for the first twelve (12) months of employment as a regular employee in the bargaining unit. An employee shall have no seniority during this probationary period. Upon completion of the probationary period, the employee shall be credited with seniority as provided for in Article XX, Seniority, and placed on the Seniority List of the Bargaining Unit.
- C. An employee who has held a regular position as an Officer, Campus Police, or Detective, Campus Police, or other regular full-time positions generally equivalent thereto, within the Campus Police Department for a minimum period of twelve (12) consecutive months preceding the employee's transfer into the bargaining unit shall not be subject to a probationary period and shall be credited with seniority as provided for in Article XX, Seniority.
- D. An Employee who terminates, or is terminated, for any reason during the employee's initial twelve (12) month probation, shall return their badge, all duty issue leather goods (belt, holster, pouches, etc.), and all uniform patches and other insignia. The employee shall reimburse the University for all remaining items of uniform issue clothing, and shall be permitted to retain those items as personal property. Such terminating employee shall also reimburse the University all fees for any off-site training programs, seminars, workshops and clinics attended by the employee, at Department expense, during the employee's initial twelve (12) month probation.

ARTICLE XX SENIORITY

A. GENERAL PROVISIONS

- 1. Each regular employee who completes their probationary period or is not subject to a probationary period pursuant to the provisions of Article XIX (C) shall, irrespective of the employee's bargaining unit status at the time the employee held such positions, be credited with seniority for all periods of appointment to the positions of Officer, Campus Police, or Detective, Campus Police, or other regular full-time positions generally equivalent thereto, within the Campus Police Department, computed from the employee's last date of hire as a regular employee with the University since which the employee has not broken their service or otherwise lost their seniority. "Last date of hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that the employee had been hired.
- 2. A seniority employee who transfers or is transferred to a non-bargaining unit position outside the Campus Police Department or within the Campus Police Department but superior in rank to that of Officer or Detective shall, upon the employee's return to the bargaining unit, be credited with all seniority earned prior to the transfer outside the bargaining unit.
- 3. 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 Campus Police Department. If there continues to be a tie, the tied employees shall be ranked by alphabetical sequence according to name, last name first.
- 4. 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. SUPERSENIORITY STATUS OF ASSOCIATION PRESIDENT, VICE PRESIDENT AND SECRETARY/TREASURER

- 1. Notwithstanding their position on the seniority list, in the event of a layoff the Association President, Vice President and Secretary/Treasurer shall be continued at work as long as there are jobs in the Campus Police Department in their

classification and provided such employees have acquired seniority status. Super seniority status shall not be available to any probationary employee.

2. For the purposes of this provision, the Association President shall be given preference over the Vice President. The Vice President shall be given preference over the Secretary/Treasurer.
3. In the event that the Association President, Vice President and Secretary/Treasurer has super seniority status and is nonetheless laid off, the President shall be recalled to the first open position to arise in the employee's classification in the Campus Police Department, then the Vice President and then the Secretary/Treasurer.
4. 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, Vice President, or the Secretary/Treasurer.
5. This provision shall not apply to any other Bargaining Unit employee.

C. LOSS OF SENIORITY

An employee shall lose their seniority and shall be terminated for the following reasons:

- a. The employee voluntarily terminates their employment with the University.
- b. The employee is discharged for just cause and such discharge is not reversed through the Grievance Procedure.
- c. The employee retires.
- d. The employee is absent from their job for three (3) consecutive working days without notifying the University, unless unable to do so for reasons beyond their control. After such absence, the University shall send a written notification to the employee, at their last known address, that the employee has lost their seniority and their employment has been terminated.
- e. The employee does not return to work within five (5) working days when recalled from layoff. In proper cases exceptions may be made.
- f. The employee fails to return to work within the time limits of a leave of absence or an extended leave of absence.
- g. The employee is laid off for a period exceeding two (2) years or a period equal to the laid off employee's seniority, whichever is less.

D. LAYOFF AND RECALL

In recognition of the small number of positions within the Campus Police Department 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:

1. In the event the University determines it is necessary to reduce the number of employees or discontinue a position within the Campus Police Department 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 lay-off, such person shall be credited with seniority as if the employee 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:

- a. Any temporary employees in an affected bargaining unit classification will be terminated prior to the layoff of a bargaining unit employee, provided the Bargaining Unit employees can perform the available work and meet the qualifications as specified by the University;
 - b. any probationary employees in an affected Bargaining Unit classification will be terminated prior to the layoff of a seniority employee(s), provided the seniority employee(s) can perform the available work and meet(s) the qualifications as specified by the University;
 - c. any part-time employees in an affected Bargaining Unit classification will be terminated prior to the layoff of a fulltime Bargaining Unit employee(s), provided the Bargaining Unit employee(s) can perform the available work and meet(s) the qualifications as specified by the University;
 - d. 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, provided the greater seniority employees are able to perform the available work and meet the qualifications as specified by the University.
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 and meet the qualifications as specified by the University. The University shall not be required to recall an employee to a position higher than the position from which the employee was laid off or displaced or which the employee has not previously performed.
 3. Any employee who is recalled from a layoff shall be restored their seniority including that which the employee otherwise would have acquired during the period of the employee's layoff.
 4. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within five (5) workdays from the date of delivery of notice of recall the employee shall be considered a quit. Extensions may be granted by the University in proper cases.
 5. Any employee exercising their seniority under the Layoff and Recall procedures provided above must be qualified to perform the work of the employee they are displacing or the work of a vacant position to which the employee may be assigned; such employee may be disqualified from performing such work either: a) if such employee's employment record with the University indicates that there is no reasonable expectancy that the employee would be qualified to perform the job; or, 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 their seniority right as hereinabove provided and the employee displaced will be returned to the job.

E. REGULAR JOB VACANCIES

1. Regular bargaining unit vacancies shall be published on the Human Resources' On Line Hiring System by the Human Resources Office. 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.
2. The University shall not be obligated to consider any application submitted by a Bargaining Unit member who has not held their current position for at least twelve (12) consecutive months or which had been submitted after the final date of acceptance.
3. 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 qualifications, skill, and ability of those bidding. When an applicant in the Bargaining Unit and a non-bargaining unit applicant are equally qualified, the Bargaining Unit applicant shall be given preference. When two or more Bargaining Unit applicants are equally qualified, seniority shall govern. Attendance, discipline records, and work experience in the Campus Police Department shall be considered as factors

in determining the qualifications of an applicant. Performance evaluations which regular employees receive annually and more frequently if desired by the Executive Director of Public Safety may also be considered in determining the qualifications of an applicant. Probationary employees receive additional evaluations. Applicants may also be required to take written examinations to help determine their qualifications. Each individual candidate is responsible for ensuring that their employment record and/or application accurately reflects those job skills, experience, education, training, and other qualifications that the employee desires the University to consider in evaluating the employee's candidacy.

4. The University shall notify, in writing, all Bargaining Unit applicants of the disposition of their applications and place a copy of same in their official personnel file.
5. At any time within ninety (90) calendar days following an employee's promotion within the Bargaining Unit, the employee shall be returned to their former job and former rate of pay if: a) the employee fails to perform satisfactorily; or, b) the employee wishes to return to the employee's former job and former rate of pay.
6. At any time within twelve (12) months following an employee's promotion outside the Bargaining Unit, the University may, at its discretion, return the employee to their former job and former rate of pay within the Bargaining Unit. An employee who returns to the Bargaining Unit pursuant to this Agreement shall forfeit their right to bid on another position outside the Bargaining Unit for a period of one (1) year.
7. If pursuant to paragraph 5 above, a vacancy reoccurs within ninety (90) calendar days of its being filled, the University may fill the vacancy from among the original applicant pool, applications submitted subsequent to the original positing, or it may repost the position to generate new applications.
8. Job vacancies under this section shall not mean temporary openings such as openings caused by sickness, accident, disciplinary layoff, vacations, or leaves of absence. If the University elects to fill such temporary job vacancies, such vacancies shall first be offered to employees laid off from such classification where the temporary vacancy occurs, in order of their seniority, if available and if fully qualified to perform all aspects of the work without training, prior to employing a temporary employee in such a temporary vacancy. Laid off employees recalled for such temporary work shall:
 - a. Not be subject to the Layoff and Recall provision of this Agreement:
 - b. Not be eligible for fringe benefits for any calendar month of such temporary work or subsequent calendar months, unless they work one-half (1/2) or more of the calendar month.

F. CREDIT FOR PRIOR TEMPORARY SERVICES

For employees hired on or after the effective date of this agreement, those employees employed as temporary patrol officers immediately prior to, and contiguous with, appointment as a regular employee shall receive credit for such service upon completion of the probationary period established in Article XIX, Paragraph B.

ARTICLE XXI LEAVES OF ABSENCE

A. PERSONAL LEAVE

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 of Public Safety, to the Associate Vice President and Chief Human Resources Officer.
2. Upon good cause shown by the applicant, the Associate Vice President and Chief Human Resources Officer, with the concurrence of the Executive Director of 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.

3. Leaves of absence as herein provided will not be granted to an employee who is laid off and will not be extended if the employee would have been laid off had they been working during the leave.
4. Seniority shall accumulate for not more than ninety (90) days during any single personal leave of absence and extensions thereof.

B. MEDICAL LEAVE OF ABSENCE

1. A seniority employee unable to work because of a non-work related 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.
2. 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.
3. In any case in which 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 (2nd) health care provider designated or approved by the Employer concerning the medical information provided in support of a medical absence. In the case where the second (2nd) opinion differs from the opinion in the original medical information provided, the University may, at its expense, require an employee obtain the opinion of a third (3rd) health care provider designated or approved jointly by the University and the employee concerning the medical information in dispute. The third (3rd) opinion shall be from one (1) 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.
4. 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.
5. Any healthcare provider chosen for the second (2nd) or third (3rd) opinion shall not be employed on a regular basis by the Employer.
6. 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 shall accumulate during such a leave.
7. 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.
8. 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
 - a. Upon prior written request, a regular employee who is a member of the National Guard or organized Reserves of a United States Military Service shall, when ordered to annual training duty, be granted a military leave of absence for a period not to exceed ten (10) workdays in any calendar year. Seniority shall accumulate during such leave.
 - b. If a seniority employee's military pay is less than their regular University salary, the University agrees to pay the employee the difference between their regular University salary as computed on a daily basis and

the employee's daily military salary, for a period not to exceed ten (10) workdays in any calendar year. To establish the employee's entitlement to supplemental wages payable by the University as hereinabove provided, the employee must provide satisfactory proof to the University of their daily military salary.

- 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

A regular employee who is a member of the National Guard or organized Reserves of a 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 shall accumulate during such leave.

D. ASSOCIATION EDUCATIONAL AND BUSINESS LEAVE

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) workdays 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.
2. The Association Representative may also request an unpaid leave of absence for the purpose of conducting official Association business. Requests for leaves 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) workdays 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

1. An employee is allowed three (3) workdays off, with pay, to attend the funeral of a member of their immediate family. An employee who wishes to attend a funeral for anyone outside of the employee's immediate family may take off one (1) day, with pay, with the permission of the Executive Director of Public Safety. In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick leave.
2. The phrase "immediate family" for the purposes of this provision shall mean husband, wife, 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

1. A regular full-time 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.
2. A regular part-time employee shall accrue pro-rated sick leave benefits for every two (2) weeks of continuous service. The number of hours of sick leave 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 Hours of sick ____ x 4.0 = leave accrued during the two (2) week period.
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 their regularly scheduled workdays based on the University payroll system.

4. 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.
5. When an employee who has been separated from the University returns the employee's previous unused sick leave, allowance shall be placed to their credit.
6. 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.
7. All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not their 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.
8. If an employee elects to use their sick leave while off duty because of a compensable accident injury (one covered by Workers' Compensation) and receive their 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 the employee's regular earnings and the employee's compensation benefits for each pay period.
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 15 of this provision), may be required to file with the Associate Vice President and Chief Human Resources Officer, 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.
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.
11. Whenever an employee has used up all of their sick leave credit the employee will be removed from the payroll until they report 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.
12. Sick leave utilized by an employee for illness or injury of a member of their immediate family shall be based on the merit of the case and limited by the following provisions:
 - 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.
 - b. "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law and father-in-law.
 - c. Request for the above shall be routed through normal administrative channels and be decided by the Associate Vice President and Chief Human Resources Officer.
13. The sick leave record shall be credited with earned sick leave credit biweekly and debited periodically as sick leave benefits are used.
14. Upon approval of the Executive Director of Public Safety, employees may use up to three (3) 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 of Public Safety, unless the employee could not make the notification for reasons beyond their control. With advance approval the employee may be allowed to use such personal business days contiguous with annual leave or a holiday.

G. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Parties agree to abide by the provisions of the Family Medical Leave Act. The parties agree that the Employer will use the rolling year method for administering the FMLA policy. A member of the bargaining unit may use available sick leave, vacation leave or compensatory time while on leave. The use of vacation leave or compensatory time must have prior supervisory approval.

H. EDUCATIONAL LEAVE OF ABSENCE

1. A regular employee with three or more years of service may request, in writing, a Leave of Absence, without pay, for up to twelve (12) months in order to pursue a full time educational program. Seniority shall accumulate during such a Leave if the employee, upon their return to work, provides the Employer with appropriate validation of the satisfactory completion of those educational endeavors set forth in the employee's request for such leave. Department recommendations regarding such Education Leave Requests shall be provided to the employee within five (5) working days of the submission of such request.
2. The Tuition Waiver program provided in Article XXIV, "Miscellaneous", shall be made available to those employees granted an Educational Leave, subject to the following conditions:
 - a. The employee shall have completed three (3) years of regular service prior to the first (1st) day of classes of the term or semester for which the employee plans to register.
 - b. The employee shall have completed at least one (1) year of regular service since a previous Educational Leave.
 - c. The employee shall register for a credit hour load sufficient to qualify as a full-time student as provided in University Policy.
 - d. The employee shall return to regular service with the Employer for a time equal to that portion of an Educational Leave during which Tuition Waiver is provided or the employee shall reimburse to the University an amount equal to the cost of all Tuition Waiver benefits provided unless this obligation is specifically waived by the Associate Vice President and Chief Human Resources Officer or their designee. In cases of death, accident or illness causing the employee to be unable to return to work, this obligation shall be waived.
3. If, while on such approved Educational Leave of Absence, the employee is employed by any other police or law enforcement agency, except for appropriate academic internships directly related to the proposed course of study, the Educational Leave of Absence shall be immediately revoked, and the employee shall immediately return to duty.

I. RETURN TO ACTIVE EMPLOYMENT

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.
2. If the employee is not able to return to their position as provided above, the employee shall exercise their seniority rights under the seniority provision of this Agreement.
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 the employee's desired date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from their desired date of return.
4. In cases where a leave is for a fixed period of time and an employee desires to return prior to the expiration of such fixed leave of absence, the employee must notify the University in writing at least thirty (30) calendar days prior to their desired date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from their desired date of return.

5. Employees who are on a fixed leave of absence must notify the University 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.

J. Leaves of Absence

- a. When a member of the bargaining unit is involved in a critical incident the Chief shall place said member(s) on paid administrative leave for no less than forty-eight (48) hours during which time those members shall not be compelled to write a written report of the incident.
- b. Before being compelled to write a report of the critical incident all members shall be permitted to review their body camera and in-car video along with any/all other available captured footage of the critical incident.
- c. The Employer shall permit the Union's Frontline Strong Program representative(s) to enter on the premises with approval of the Chief for the purpose of treating members of the bargaining unit that were involved in a critical incident.

ARTICLE XXII VACATION AND HOLIDAYS

A. VACATION

1. Vacation pay is based on an employee's months of continuous service as a regular employee.
2. A regular full-time employee shall accrue vacation in accordance with the following schedule:
 - a. For the first twenty-four (24) months of employment a regular full-time employee shall accrue vacation on the basis of 4.6154 hours for every two (2) week period of continuous service (15 days per year);
 - b. for the twenty-fifth (25th) month of employment, and for every month of employment thereafter, a regular full-time employee shall accrue vacation on the basis of 6.1539 hours for every two (2) week period of continuous service (20 days per year).
3. A regular part-time employee shall accrue pro-rated vacation benefits in accordance with the schedule set forth for regular full-time employees in paragraph 2 above. The actual number of hours of vacation time accrued by a part-time employee during each two (2) week period shall be determined as follows: Number of hours regularly scheduled to work during a normal *4.6154 Hours of vacation two (2) week period or accrued during _____ x *6.1539 = the two (2) week Period *Whichever is applicable.
4. 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.
5. If an employee is terminated prior to completing twelve (12) months of continuous service, the employee shall automatically forfeit all accrued rights to a vacation with pay. Such an employee, however, may be permitted to use their accrued credits prior to completion of twelve (12) months of continuous service. In such cases, the employee shall sign a form provided by the University stating that if the employee's employment shall be terminated prior to the completion of twelve (12) months of continuous service, the employee shall reimburse the University for vacation pay received and shall authorize the University to deduct that amount of money from their final paycheck. If an employee is terminated after having completed twelve (12) months of continuous service, the employee shall be entitled to receive all vacation rights accrued to the date of the employee's termination.
6. The vacation pay of an employee will be based on the number of hours (exclusive of hours for which overtime is paid) the employee regularly works and will be computed on the basis of the rate of pay the employee is earning, exclusive of any shift premiums, at the time the employee takes their vacation.

7. Vacation pay will be paid to the employee on the regular payday for the period during which the employee takes their vacation.
8. 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 of 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 their vacation within that period shall forfeit all rights to such vacation time with the following exceptions:
 - a. If an employee is unable to take their vacation during the appropriate vacation period because the University's work needs prevent it, the employee shall be allowed to carry over such accrued vacation into the next vacation period with the written approval of the Director of Labor Relations and HRBP Services. Such unused vacation time must be taken during the next vacation period.
 - 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 they have earned at any time during the year in which it is accruing.

B. HOLIDAYS

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. 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.
2. 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 the employee has an excused absence, is on vacation leave or has an absence previously approved by the Executive Director of 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. For the purpose of this section, an excused absence shall be an absence caused by a condition beyond the control of the employee which caused the employee to be absent.
3. 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 (2.5) 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 (2.5) hours for each hour worked on such holiday.
4. If a holiday falls on an employee's scheduled day off, the employee's next scheduled workday shall be considered their holiday. Subject to approval of the Executive Director of Public Safety, an employee may request that another of their scheduled workdays falling within the same pay period as the holiday be designated as the employee's holiday in lieu of the next scheduled workday as above provided.

ARTICLE XXIII COMPENSATION

A. WAGE ADJUSTMENT

1. The salary schedule set forth in Appendix A of this Agreement shall remain in effect unless otherwise modified by the University's Compensation Office.

2. Wages paid pursuant to this Agreement shall be paid only for time worked, except as otherwise specifically provided for in this Agreement.
3. Wage Adjustment, 2023 - 2024: a 2.75% increase to base, effective upon ratification, for all members of the bargaining unit on the active payroll as of 6/30/23.
4. Wage Adjustment, 2024 - 2025: a 3.0% increase to base, effective 7/1/24, for all members of the bargaining unit on the active payroll as of 6/30/24.
5. Wage Adjustment, 2025 - 2026: a 3.0% increase to base, effective 7/1/25, for all members of the bargaining unit on the active payroll as of 6/30/25.

B. SALARY ADJUSTMENTS FOR PROMOTIONS AND TRANSFERS

1. If an employee is promoted to a classification in a higher pay grade, the employee's salary shall be increased by five percent (5%) or increased to the minimum of their new classification, whichever is greater.
2. If an employee is transferred to another classification in a lower pay grade (including a transfer resulting from a reduction in force), their salary shall be decreased by five percent (5%) or to the maximum of the new classification, whichever is greater reduction in salary.

C. WORK AS A TEMPORARY SERGEANT

An employee who is temporarily assigned by the Employer to perform the duties of a Campus Police Sergeant shall, for the duration of such temporary transfer and assignment, receive an increase of five percent (5%) of their regular base salary or the minimum set forth for Campus Police Sergeants, whichever is greater.

D. SPECIAL UNIT COMPENSATION

Special Unit compensation added for all bargaining unit members who are certified as instructors for RAD, Firearms, Defensive Tactics, Taser Instructor, Crisis Negotiator, ALICE Instructors and all bargaining unit members certified as SWAT and SVU shall receive an annual stipend of three-hundred dollars (\$300) for each aforementioned designation. To qualify for the stipend, bargaining unit members must pass a certification test administered by an outside contractor or the Employer. In addition, the Department of Public Safety ("DPS") must select the individual(s) to serve in the above classifications on behalf of Eastern Michigan University ("EMU") Department of Public Safety. In order to receive the special unit stipend, the employee must annually receive a certificate from DPS.

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.

E. LONGEVITY PAY

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 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:

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

- b. Longevity pay shall be based on an employee's continuous service as of their 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.
- c. 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.
- d. 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.
- e. An employee shall be initially eligible for longevity pay on their anniversary date following the completion of six (6) years of continuous service. Thereafter, an employee shall be eligible to receive longevity pay based on their years of continuous service as of the employee's anniversary date as set forth in the attached schedule.
- f. 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.
- g. Longevity pay shall be based on the following schedule:

Continuous Service:	Annual Longevity Pay:
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 years	6% of annual wage
26 or more years	8% of annual wage.

F. POLICE TRAINING OFFICER

An Officer performing the assignment of PTO (Police Training Officer) shall be compensated with one and one-half (1 ½) hours of paid overtime at time and a half (1.5) for an eight (8) hour shift, or at the discretion of the Employer receive compensatory time at time and half (1.5) for each shift spent working in the capacity of a PTO. For the purposes of this provision a shift shall be defined as four (4) or more hours.

ARTICLE XXIV GROUP BENEFITS AND INSURANCE

A. HOSPITALIZATION-GROUP MEDICAL BENEFITS

Effective January 1, 2017 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 ninety-first (91st) day of service. Employees shall have the option of participating in a comprehensive Preferred Provider Organization (PPO5), Health Maintenance Organization (HMO), or Health Savings Account Eligible PPO (HSA/PPO) health plan in accordance with the described plan design. See Appendix E for the health care rates for each plan.

Prescription Drug Coverage

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

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.

2. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits through the benefit enrollment process 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 during an annual open enrollment period.
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 Benefits Office and completing the appropriate benefit change process. 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.
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 ages, subject to the other terms and conditions of the plan and this Agreement. Effective January 1, 2017, spouses who have access to employer subsidized medical and dental coverage will enroll with their employer's plan for primary coverage. Spouses may remain on the University's plan as secondary insurance only. 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. Effective January 1, 2025, spouses who have access to employer subsidized medical and dental coverage will not be eligible for coverage under the University's plan, and must enroll with their employer's plan for coverage and will not be eligible for secondary coverage.
5. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee:
 - a. Other eligible dependents related to the employee by blood or marriage or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax report. An employee who selects sponsored dependent coverage shall be required to pay the cost of such additional coverage.
6. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available to employees and dependents under certain circumstances relating to termination of employment and/or benefits. The University will comply with all requirements of COBRA.
7. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to one hundred and two percent (102%) of the group contract rate. Information regarding COBRA will be provided to employees and eligible dependents in compliance with all regulations.
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.

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.
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.
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.
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.
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. 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

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. 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 accident 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. Changes in life insurance benefit amounts based on changes in basic annual salary occur effective with the change in basic annual salary. Basic annual salary changes exclude supplemental appointments, overtime, longevity pay, and any other extra compensation
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.
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 subject to the same rules set forth in section A for the payment of group medical benefit costs.
4. 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. However, when an employee terminates 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 then

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.

5. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their group life and accidental death and dismemberment insurance benefits subject to the same rules set forth in paragraph A.9. above for the continuation of group medical benefits.

C. DENTAL CARE BENEFITS

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:

Benefits	Dental Plan Pays	Employee Pays
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

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.
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, two person, full family, and family plus benefits subject to the same rules set forth in section A for the payment of group medical benefit costs. Effective January 1, 2017, spouses who have access to employer subsidized medical and dental coverage will enroll with their employer's plan for primary coverage. Spouses may remain on the University's plan as secondary insurance only.
4. An employee's dental care benefits plan shall terminate on the date that the employee terminates, is laid off, or the dental care benefits plan terminates, or the employee goes on an unpaid leave of absence. An employee who retires has dental plan coverage through the last day of the month in which the employee retires.
5. 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 paragraph 8 above for the continuation of group medical benefits.

D. SHORT-TERM DISABILITY BENEFITS

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.
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 equal to one-hundred percent (100%) of maximum regular daily earnings, and be charged three (3) hours a day or fifteen (15) hours per week against any of their designated leave benefits.
3. To qualify for short-term sickness and accident 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 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 a personal health statement furnished by the short-term disability carrier, which substantiates insurability. 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

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 five thousand dollars (\$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 XXII.E.
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.
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 subject to the same rules set forth in section A for the payment of group medical benefit costs.
4. Changes in benefit amounts based on changes in basic annual salary occur, effective with the change in basic annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay, and any other extra compensation.
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

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.
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 XXV RETIREMENT AND DEATH BENEFITS

A. RETIREMENT BENEFITS

1. Retirement Age

Each employee must retire on or before June 30 of the fiscal year in which the employee attains age seventy (70).

2. Retirement Program

Subject to conditions set forth below, employees who have at least a fifty percent (50%) appointment at the time of enrollment may participate in the following retirement program.

- a. Teachers Insurance and Annuities Association Retirement (TIAA) Plan.
- 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 thereafter enroll by completing an enrollment application in the Total Rewards Office. The retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive. Note: Employees who, as of December 31, 1995, were enrolled in MPERS 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 MPERS unless such employee has prior MPERS 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.

3. University Contributions

- a. For bargaining unit employees hired prior to July 1, 2016, 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 and it will vest immediately.
- b. For bargaining unit employees hired on or after July 1, 2016, the employer shall contribute five percent (5%) of an employee's gross earnings to the TIAA retirement plan for those employees participating in said plan. Employees will have one hundred percent (100%) vesting after two (2) years of service. Employees may 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%

4. 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 XXI, Leaves of Absence, F (1), Sick Leave, as of the effective date of separation. Such payments are to be made at the employee's rate of pay at the date of separation.

5. Life Insurance

If an employee terminates their employment with EMU for retirement purposes and satisfies the minimum age and service requirements of A1 above, the employee shall be entitled to a lifetime benefit of four thousand dollars (\$4,000) of life insurance benefits which shall be maintained by the University at no cost to the employee.

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 XXI, 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

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 XXVI UNIFORMS AND EQUIPMENT

- A. It is understood and agreed that all matters pertaining to the type of equipment and uniforms to be furnished employees shall be the unilateral decision of the University.
- B. Regular full-time employees shall be paid a clothing and personal property allowance of one thousand dollars (\$1,000) per year to be used for the maintenance and upkeep of personal property, and uniforms furnished by 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 one thousand two hundred dollars (\$1,200) per year to be used for the purchase, maintenance, and upkeep of such clothing.
- C. 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.

- D. A regular part-time employee shall be entitled to pro-rated allowances. Allowances for part-time employees shall be determined as follows:
 - a. Number of hours regularly scheduled to work during a normal two (2) week period divided by 80 x amount of allowance paid the regular full-time employee = amount of allowance to be paid to a regular part-time employee.
- E. The University agrees to provide, maintain and replace on expiration a ballistic vest for each employee. Ballistic vests shall be worn by each employee while on duty. Failure to wear the vest while on duty may result in corrective action.
- F. 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.

ARTICLE XXVII UNSCHEDULED CLOSDOWNS

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 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 XXVIII HEALTH AND SAFETY

An Association Representative shall be permitted to participate as a member of the University's Health and Safety Committee.

ARTICLE XXIX MISCELLANEOUS

A. BULLETIN BOARDS

1. The University shall provide a bulletin board for use by the Association for posting notices of the following types:
 - a. Notices of Association recreational and social events;
 - b. Notices of Association elections;
 - c. Notices of Association election results;
 - d. Notices of Association meetings, conferences, conventions, institutes, etc.
2. In the event a dispute arises concerning the appropriateness of material posted on the bulletin board, the Association will be advised by the Director of Labor Relations and HRBP Services of the nature of the dispute and the material in question will be removed from the bulletin board until the dispute is resolved.

B. EDUCATION OPPORTUNITIES

1. Tuition Waiver Program

- a. A Tuition Waiver Program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University [three (3) semester hours if employed at less than one hundred percent (100%) appointment but at least fifty percent (50%) appointment], shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.
- b. An employee shall be eligible for a tuition waiver if they satisfy the following terms and conditions:
 - (1) The employee must have completed one (1) year of regular service prior to the first (1st) day of classes of the term or semester for which the employee plans to register.
 - (2) The employee must present evidence of admission to the University's Total Rewards Office confirming that they have satisfied all admission requirements and is eligible to enroll or courses.
 - (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 date announced in the Class Schedule Book for each semester.
- c. Failure to submit an application for approval within the required timelines may forfeit the employee's eligibility for that term.
- d. 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 their 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.
- e. 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 with less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.
- f. The employee must take courses during non-working hours.
- g. An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the University if:
 - (1) The employee voluntarily terminates their active employment with the University prior to the completion of the term or semester for which they are enrolled.
 - (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.
 - (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.
 - (4) The employee withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the regularly established appeal process in the Student Accounting Office and 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 they are enrolled in, etc.).

2. Tuition Waiver Program for Employees Spouses, and Dependent Children

- a. A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University 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.
- b. A completed application for tuition waiver must be submitted to the Total Rewards Office for approval no later than the payment deadline announced in the Class Schedule Book for each semester.
 - (1) Failure to submit an application for approval within the required timelines may forfeit the spouse/dependent's eligibility for that term.
 - (2) 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.
- c. 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 Eastern Michigan University the same as any other student of the University.
- d. 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.
- e. An eligible spouse/dependent shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:
 - (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.
 - (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.
 - (3) The spouse/dependent withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeals process in the Student Accounting 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).

3. Auditing of Classes

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:

- a. The employee must submit a completed application to the Total Rewards Office not less than five (5) working days prior to the first day of each semester in which classes will be audited.
- b. All classes must be audited during non-working hours.
- c. 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.

C. ASSOCIATION MEETINGS

The Association shall be permitted to use the University facilities that generally are 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.

D. VEHICLE INSPECTION

1. The University agrees that patrol vehicles shall receive a safety inspection at least once every four (4) months.
2. At the end of their assigned shift, Officers shall remove from patrol vehicles, any litter, (e.g. paper products, etc.) and shall make reasonable efforts to maintain a clean interior. The Employer shall provide for the cleaning of the interiors of patrol vehicles on a weekly basis.

E. DEPARTMENTAL RULES AND REGULATIONS

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

F. FIREARMS QUALIFICATION

In order to ensure the safety of Department of Public Safety, employees, students, and the general public, each Campus Police 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.

G. PARKING FACILITIES

Employees shall be provided parking spaces, and will pay a parking fee of \$ 2.00 per week. If administratively possible and to the extent permitted under applicable state and federal law, such fees may be paid on a pre-tax basis through automatic payroll deductions.

ARTICLE XXX FITNESS FOR DUTY

- A. 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.
- B. When the University has 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 their fitness for duty.
- C. 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.
- D. If the employee is found to be unfit for duty the employee will be immediately placed on a Medical Leave of absence. Should the employee wish to challenge the Employer's fitness for duty examine the employee 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 (1) 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.
- E. For psychological evaluation third (3rd) opinions the parties will agree on a third (3rd) opinion medical provider to ensure that an evaluation is complete by competent law enforcement psychologist.
- F. 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 an Officer for an evaluation.

ARTICLE XXXI SCOPE OF AGREEMENT

- 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.
- 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 bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is anticipated, recognized, and agreed that 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.
- 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 degree 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 the 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

A. EFFECTIVE DATE

- 1. This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from July 1, 2023 until and including June 30, 2026 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.
- 2. In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives having signed and sealed this Agreement on this date of ratification of the Board of Regents 8th day of August, 2023.

For the University

SIGNATURE ON FILE

Dwayne G. Zuhlke, PhD Date
Director, Labor Relations

SIGNATURE ON FILE

Matthew Lige Date
Executive Director, Public Safety & Chief

SIGNATURE ON FILE

Mia VanSlyke Date
Senior HR Business Partner

For the Union

SIGNATURE ON FILE

Gregg Allgeier Date
POAM Business Agent

SIGNATURE ON FILE

Timothy Siecinski Date
President, POAM EMU Chapter

SIGNATURE ON FILE

Catherine Wilman Date
Bargaining Team Member

SIGNATURE ON FILE

Cole DiCenzo Date
Bargaining Team Member

SIGNATURE ON FILE

Thomas Kean Date
Bargaining Team Member

12 Hour shift Impact document

For all bargaining unit members assigned to 12-hour shifts the provisions of the collective bargaining agreement shall continue in full force except as modified by this Letter of Understanding/Impact Document.

Article IX

Communications - B – p. 5

“Employees shall be responsible for providing the University’s Campus Police and the Human Resources Office with changes in their addresses or telephone numbers within six (6) calendar days of such changes becoming effective. Working days as used herein shall mean the employee’s working days.”

Article XII

General Provisions - A4- p. 6

“No matter shall be subject to the Grievance Procedure unless it is presented in writing by the Association within twenty (20) calendar 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, or any mutually agreed upon extension of the timeframe, the grievance is barred.”

Procedure – B All – p. 6-8

STEP I

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 request that the Association Representative be sent for to further discuss the matter. This meeting between the employee, the Association Representative, and the University Step I Representative shall occur within a reasonable period of time. If the matter remains unresolved after such meeting, the Association may, within twenty (20) calendar 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’s Step I Representative.
2. Within ten (10) calendar 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 Representative.

STEP II

1. If the grievance is not resolved, the Association Representative may, within ten (10) calendar days after receipt of the Step I answer, appeal the grievance, in writing, to the University’s Step II Representative.
2. Within ten (10) calendar days after receipt of the Step II appeal, the University’s Step II representative shall arrange a meeting with the aggrieved employee, the Association Representative and, at the option of the Association, a representative of the Police Officers Association of Michigan, 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.
3. Within twenty (20) calendar days after the Step II meeting, the University’s Step II Representative shall give the Association Representative a written answer to the grievance.

STEP III

1. If the grievance is not resolved, the Association Representative may, within ten (10) calendar days after receipt of the Step II answer, appeal the grievance, in writing, to the Director of Labor Relations and HRBP Services.
2. Within twenty (20) calendar days after receipt of the Step III appeal, the Director of Labor Relations and HRBP Services shall arrange a meeting to discuss the grievance with a representative of the Police Officers Association of Michigan, the Association Representative and the University's Step I and II Representative.
3. Within twenty (20) calendar days after the Step III meeting, the Director of Labor Relations and HRBP Services shall give the Association Representative a written answer to the grievance with a copy to the representative of the Police Officers Association of Michigan.

STEP IV ARBITRATION

1. If the grievance remains unresolved after Step III, the Police Officers Association of Michigan 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 twenty (20) calendar days after receipt of the Step III answer. Attached to the Association's Demand for Arbitration shall be: 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 b) a list of five (5) neutral persons, currently recognized and serving on the panel of labor-management arbitrators of the Federal Mediation and Conciliation Service and/or the American Arbitration Association, not less than two (2) of which must also be members of the National Academy of Arbitrators. Within ten (10) calendar days after receipt of the Association's Demand for Arbitration, the Director of Labor Relations and HRBP Services and a representative of the Police Officers Association of Michigan shall confer for the purpose of selecting a neutral person to arbitrate the dispute. If the parties are unable to agree upon the selection of a neutral person, the Association may file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration to the American Arbitration Association shall be written, with concurrent notification thereof to the University's Director of Labor Relations and HRBP Services, and must be submitted no later than thirty (30) calendar days after receipt of the University's Step III answer. Notification to the Director of Labor Relations and HRBP Services shall be subject to the same time limitations for filing with the American Arbitration Association. If a Demand for Arbitration is not filed with the University's Director of Labor Relations and HRBP Services and the American Arbitration Association within the time limits set forth above, and any mutually agreed extension of such time, the grievance is barred.
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.
3. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator substitute their discretion for that of the University or the Association, nor shall they exercise any responsibility or function of the University or the Association. 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 their jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Association and the employee or employees involved.

Article XIII:

G- Appeal of Discipline- p. 9

Should an employee who receives a written reprimand consider the discipline to be improper, the employee may initiate a grievance at Step I of the Grievance Procedure within ten (10) calendar days of receipt of notice of the reprimand.

Should an employee who receives a suspension or discharge consider the discipline to be improper, the employee may present a grievance, in writing, through the Association Representative to the Director of Labor Relations and HRBP Services at Step III of the Grievance Procedure within six (6) Calendar days of receipt of notice of the suspension or discharge.

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

Article XIV:

B -Revised and New Jobs – Pg. 9

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 twenty (20) calendar 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.

Article XVIII

A – Work Schedule – p. 11

Discussed Impact

For the term of the Agreement twelve (12) hour shift shall be considered the default shift arrangement. The shift will be comprised of six (6) 12-hour shifts, and one (1) short 8-hour shift. The short 8-hour shift will be bid by seniority. The regular schedule of full- time employees shall consist of eighty (80) hours, bi-weekly.”

B – Work Shift Premiums – p. 11

1. Hours worked between the hours of 7:00 a.m. and 2:59 p.m., shall not receive shift premium for the duration of the shift.
2. Hours worked between the hours of 3:00 p.m. and 10:59 p.m. shall receive a premium of fifty (\$0.50) cents per hour, for the duration of the shift.
3. Hours worked between the hours of 11:00 p.m. and 6:59 a.m. shall receive a premium of sixty (\$0.60) cents per hour, for the duration of the shift.

E – Overtime – p. 12

Discussed Impact:

Employees working 12 Hour shifts required and scheduled receive overtime for hours worked beyond their 12-hour day. When an Employee is working their scheduled short 8-hour day, they make overtime for all hours worked beyond their scheduled shift.

F – Scheduling of Overtime – p. 12

1. Any member of POAM working sixteen (16) consecutive hours shall have eight (8) hours of rest/recovery before the next assigned shift.
2. No POAM employee shall work more than sixteen (16) hours in a twenty-four (24) hour period of time.
3. No POAM member will be forced to work more than three (3) consecutive sixteen (16) hour days.
4. No POAM member shall be forced to work more than eighty (80) hours in any seven (7) day period. Following the shift on which the employee works their eightieth (80th) hour they shall be allowed a twenty-four (24) hour rest period. If the shift following the eightieth (80th) hour worked is a leave day, that day shall be protected, and the employee shall not be ordered in. If the shift following the employee's eightieth (80th) hour worked is a scheduled work day, the employee shall be permitted at their discretion to apply leave time with super seniority for the purposes of acquiring a twenty-four (24) hour rest period. Once an employee receives a twenty-four (24) hour rest period a new seven (7) day assessment period commences and no days prior to the twenty-four (24) hours rest day shall be considered.

Article XX

C. Loss of Seniority – p. 15

The employee is absent from their job for six (6) calendar days without notifying the University, unless unable to do so for reasons beyond their control. After such absence, the University shall send a written notification to the employee, at their last known address, that the employee has lost their seniority and their employment has been terminated.

E. Loss of Seniority – p. 15

The employee does not return to work within ten (10) calendar days when recalled from layoff. In proper cases exceptions may be made.

D - Lay Off and Recall- p. 16

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

E - Regular Vacancies –p. 16

Regular bargaining unit vacancies shall be published on the Human Resources' On Line Hiring System by the Human Resources Office. 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 seven (7) calendar days following the posting. The University may temporarily fill such a vacancy during the posting and selection process.

Article XXI

B2 Medical Leave of Absence – p. 18

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) calendar 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

C Reserve Duty – A, B, and C p.18

1. Annual Duty Leave

- a. Upon prior written request, a regular employee who is a member of the National Guard or organized Reserves of a United States Military Service shall, when ordered to annual training duty, be granted a military leave of absence for a period not to exceed twenty (20) calendar days in any calendar year. Seniority shall accumulate during such leave.
- b. If a seniority employee's military pay is less than their regular University salary, the University agrees to pay the employee the difference between their regular University salary as computed on a daily basis and the employee's daily military salary, for a period not to exceed twenty (20) calendar days in any calendar year. To establish the employee's entitlement to supplemental wages payable by the University as hereinabove provided, the employee must provide satisfactory proof to the University of their daily military salary.
- c. The employee may use accrued vacation time in lieu of the provisions for supplemental pay set forth in paragraph (b) above.

D Association Education and Business Leave – p. 19

The University agrees to set aside a maximum total aggregate of four (4) scheduled 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 twenty (20) calendar 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.

E – Funeral Leave – p. 19

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

F Sick leave – p. 19

4. 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 consistent with the number of days the employee is scheduled to work Sunday – Saturday.

14 Upon approval of the Executive Director of Public Safety, employees may use up to three (3) earned sick leave days each fiscal year for personal business. For these designated days, relative to the twelve (12) hour shift, available sick hours will be taken from a pool of thirty-six (36) hours). The use of such days requires twenty-four (24) hours advance approval of the Executive Director of Public Safety, unless the employee could not make the notification for reasons beyond their control. With advance approval the employee may be allowed to use such personal business days contiguous with annual leave or a holiday.

H1 – Educational Leave of absence

1. A regular employee with three or more years of service may request, in writing, a Leave of Absence, without pay, for up to twelve (12) months in order to pursue a full-time educational program. Seniority shall accumulate during such a Leave if the employee, upon their return to work, provides the Employer with appropriate validation of the satisfactory completion of those educational endeavors set forth in the employee's request for such leave. Department recommendations regarding such Education Leave Requests shall be provided to the employee within ten (10) calendar days of the submission of such request.

I5 – Return to Active Duty. p. 21

Employees who are on a fixed leave of absence must notify the University in writing as to whether or not they intend to be returning to work as previously scheduled, at least fourteen (14) calendar 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 XXII

A Vacation – 2a, 2b- p. 22

For the first twenty-four (24) months of employment a regular full-time employee shall accrue vacation on the basis of 4.6154 hours for every two (2) week period of continuous service (one hundred twenty (120) hours per year).

For the twenty-fifth (25th) month of employment, and for every month of employment thereafter, a regular full-time employee shall accrue vacation on the basis of 6.1539 hours for every two (2) week period of continuous service (one hundred sixty (160) hours per year)

B. Holidays – p. 22

1. Officers who work on a holiday shall receive pay at their regular hourly rate plus one and one-half (1½) times their regular hourly rate for all time actually worked on a holiday.
2. An officer, who is regularly scheduled to work on a holiday, may request the holiday off with pay. Such requests shall be granted or denied based on the requesting officer's classification seniority, with the senior officers' requests receiving preference.
3. Pay for a holiday that an officer would normally be scheduled to work, but does not work, in accordance with the provisions of Section 2 above, shall be at the officer's regular straight time hourly rate for all hours the officer is scheduled to work (including an officer's bid short eight-hour shift). Officers taking the holiday off with pay shall not be required to burn additional leave time.
4. If a holiday falls on an employee's scheduled day off, the employee's next scheduled workday shall be considered their holiday (Floating Holiday). Subject to approval of the Executive Director of Public Safety, an employee may request that another of their scheduled workdays falling within the same pay period as the holiday be designated as the employee's holiday in lieu of the next scheduled workday as above provided.

C. Floating Holidays – p. 22

1. If a holiday falls on an employee's scheduled day off (in accordance with Section A. Holidays above #4), the employee's holiday has been "floated".
2. "Floated" Holidays shall be treated with as Holidays. (Reference "A. Holidays" Sections 1, 2 and 3 of the impact documents, above).

Seasonal Days, University Shutdown, Energy savings days, etc.

1. POAM and the University have entered into a Memorandum of Understanding regarding University Declared Special Holidays on 02/27/2023.
2. Should the University declare a "Special Holiday, it shall be treated as a holiday in accordance with Section A above regarding Holidays.
3. This shall in no way create an obligation on the University to declare any Special Holidays.

Article XXIII:

Section F. PATROL TRAINING OFFICER

An Officer performing the assignment of PTO shall be compensated with two (2) hours of paid overtime at time and a half (1.5) for a twelve (12) hour shift, or at the discretion of the Employer receive compensatory time at two (2) times for each shift spent working in the capacity of an PTO.

APPENDIX A SALARY SCHEDULE

Eastern Michigan University Wage Schedule-Campus Police (CP) Step Plan

Effective: July 1, 2023

Base Rate Unit = Hourly
Annual Rate = Hourly * 2080

Step	1		2		3		4		5		6	
	----- Probation -----											
	0- 6 Months		7 - 12 Months		1 Year		2 Year		3 Year		5 year +	
Grade	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	54,488	26.20	58,172	27.97	62,105	29.86	66,316	31.88	70,814	34.05	72,546	34.88
01*	54,488	26.20	58,172	27.97	63,919	30.73	68,258	32.82	72,893	35.04	74,678	35.90
02	56,078	26.96	59,865	28.78	63,919	30.73	68,258	32.82	72,893	35.04	74,678	35.90
02*	56,078	26.96	59,865	28.78	65,790	31.63	70,110	33.71	75,032	36.07	76,870	36.96

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

Police Officers working Crime Prevention, Detective, K9, LAWNET, and YCAT/CAT assignments are paid at the CP 02 pay rate.

Eastern Michigan University

Wage Schedule-Campus Police (CP) Step Plan

Effective: July 1, 2024

Base Rate Unit = Hourly
Annual Rate = Hourly * 2080

Step	1		2		3		4		5		6	
	----- Probation -----											
	0- 6 Months		7 - 12 Months		1 Year		2 Year		3 Year		5 year +	
Grade	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	56,123	26.98	59,917	28.81	63,968	30.75	68,305	32.84	72,938	35.07	74,722	35.92
01*	56,123	26.98	59,917	28.81	65,837	31.65	70,306	33.80	75,080	36.10	76,918	36.98
02	57,760	27.77	61,661	29.64	65,837	31.65	70,306	33.80	75,080	36.10	76,918	36.98
02*	57,760	27.77	61,661	29.64	67,764	32.58	72,213	34.72	77,283	37.16	79,176	38.07

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

Police Officers working Crime Prevention, Detective, K9, LAWNET, and YCAT/CAT assignments are paid at the CP 02 pay rate.

Eastern Michigan University

Wage Schedule-Campus Police (CP) Step Plan

Effective: July 1, 2025

Base Rate Unit = Hourly
Annual Rate = Hourly * 2080

Step	1		2		3		4		5		6	
	----- Probation -----											
	0- 6 Months		7 - 12 Months		1 Year		2 Year		3 Year		5 year +	
Grade	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	57,807	27.79	61,715	29.67	65,887	31.68	70,354	33.82	75,126	36.12	76,964	37.00
01*	57,807	27.79	61,715	29.67	67,812	32.60	72,415	34.81	77,332	37.18	79,226	38.09
02	59,493	28.60	63,511	30.53	67,812	32.60	72,415	34.81	77,332	37.18	79,226	38.09
02*	59,493	28.60	63,511	30.53	69,797	33.56	74,379	35.76	79,601	38.27	81,551	39.21

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

Police Officers working Crime Prevention, Detective, K9, LAWNET, and YCAT/CAT assignments are paid at the CP 02 pay rate.

APPENDIX B NEW PATROL EQUIPMENT

It is hereby agreed by the University that when ordering new patrol vehicles to be used by the Campus Police Department, the University will provide the Association with prior notice thereof and, at the request of the Association, meet in Special Conference to receive the Association's suggestions concerning the types of equipment and options the University may wish to consider when ordering such vehicles.

APPENDIX C ROTATIONAL SCHEDULING OF OVERTIME

ROTATIONAL SCHEDULING OF OVERTIME

The following is provided as an explanation of the rotational scheduling of overtime provided in Article XVIII.F(1)(2).

	OVERTIME ASSIGNMENT 1	OVERTIME ASSIGNMENT 2	OVERTIME ASSIGNMENT 3
REGULAR OFFICER A (Most Senior)	1-0	2-0	2-0
REGULAR OFFICER B (2 nd Most Senior)	2-0	3-0	3-0
REGULAR OFFICER C (3 rd Most Senior)	3-X	4-0	4-X
PROBATIONARY OFFICER D (4 th Most Senior)	4-X	5-0	5-X
PROBATIONARY OFFICER E (5 th Most Senior)	5-X	6-0	
PROBATIONARY OFFICER F (6 th Most Senior)		1-0	1-0

1-6 = Sequence of overtime offered
0 = Rejection of offered overtime`
X = Acceptance of offered overtime

OVERTIME ASSIGNMENT 1 (3 Officers Needed):

As Officers A and B opted not to work the available overtime and Officers C, D, and E did; C, D, and E are assigned the overtime.

OVERTIME ASSIGNMENT 2 (2 Officers Needed):

In accordance with rotational offering of overtime, Officer F is next in line to be offered overtime.

All Officers opted to turn down the available overtime; therefore, the assignments may be offered to the two (2) least senior Officer (E and F). However, because both Officers are Probationary, if the Employer deems it appropriate, Officer E (the more senior of the two), may be dropped from the assignment roster and Officer C (the least senior Regular Officer) will be required to work.

OVERTIME ASSIGNMENT 3 (2 Officers Needed):

Applying the rotational offering, Officer F receives the first offer, as the last offer made was to Officer E. The fact that Officer C may have been required to work to balance the assignment between Regular and Probationary Officers is of no consequence and has no effect on the rotational offering system.

APPENDIX D PROMOTIONS

The parties agree to adhere to the promotional provisions contained in the University's Department of Public Safety Policy and Procedure Manual.

APPENDIX E HEALTH CARE RATES

- Health Care Rates:

Monthly Employee Premium				
PPO	2024	2025	2026	
Single	148.66	175.05	215.41	
Two Person	428.15	559.35	689.32	
3 to 4	564.93	700.18	861.65	
5 or more	718.05	1,055.51	1,238.62	
HDHP/HealthSA	2024	2025	2026	
Single	45.28	53.14	65.18	
Two Person	108.64	127.52	156.44	
3 to 4	135.84	159.40	195.55	
5 or more	156.23	183.32	224.89	
HMO	2024	2025	2026	
Single	0.00	0.00	0.00	
Two Person	0.00	0.00	0.00	
3 to 4	0.00	0.00	0.00	
5 or more	0.00	0.00	0.00	

APPENDIX F

LIMITED FULL PAYMENT FOR SPECIFIC TYPES OF WORK RELATED INJURIES

Understanding that there are certain inherent risks associated with an Officer's work the University is willing to provide full payment of an Officer's bi-weekly salary, excluding normal taxes and deductions, while on worker's compensation, for a three month (12weeks/60 work days) period of time. Officers are only eligible to receive this benefit if one of the following five (5) conditions has occurred.

1. An Officer is injured on the job as a result of their need to exercise reasonable force to protect her/himself, another University employee or student, or to subdue a criminal suspect.
2. An Officer is injured on the job as a result of their pursuit of a criminal suspect, either on foot or in a vehicle.
3. An Officer is injured on the job as a result of being physically assaulted.
4. An Officer is injured on the job as a result of their participation in Rape Aggression Defense (RAD) training, or other similar training approved by the Executive Director of Public Safety.
5. An Officer is injured as a result of their involvement in a high risk assignment as determined by the Executive Director of Public Safety.

All documentation and verification of the aforementioned situation must be submitted to and review by the Executive Director of Public Safety, within two (2) days of the incident, to be eligible for this benefit.

The Executive Director of Public Safety will have sole and final authority to approve or deny all requests to implement the provisions of this benefit. The Director's decision shall not be subject to appeal in the grievance procedure or any other forum.

Upon request, the Executive Director of Public Safety will meet with the requesting Officer and Union Representative to discuss a request that has been denied.

This agreement should not be construed to include those injuries which occur in the normal course of the Officer's duties. Such as, but not limited to, a slip/trip and fall, a twisted ankle, back or knee injury, or any other injury not specifically related to one of the three aforementioned conditions.

The parties agree to abide by the Michigan Workers Disability Compensation Act.

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 of Public Safety.

The Letter of Agreement will remain in place for the duration of collective bargaining agreement unless cancelled for cause by the employer. Cancellation for cause will not be subject to appeal by the union in the grievance procedure, the filing of an unfair labor practice or any forum.

APPENDIX G.

CONTINGENT OFFICERS, CAMPUS POLICE

This Addendum Agreement is entered into this 30th day of May, 2017, by and between Eastern Michigan University and the Police Officer's Association of Michigan (POAM), to set forth the terms and conditions of employment of employees hired in a new job classification entitled, "Contingent Officer, Campus Police ("Contingent Officer)" which the University intends to create to supplement its regular, full time work force in the Department of Public Safety (DPS). To provide for this supplemental source of labor, the parties agree as follows:

1. Recognition

Article IV(B) of the parties CSA shall be revised as follows:

B. Included: All regular full-time and regular part-time employees holding the classification of Officer, Campus Police, Detective, and Contingent Officer, Campus Police employed by Eastern Michigan University at its Ypsilanti, Michigan installation.

2. Persons Covered

The University agrees to employ persons in a "Contingent Officer, Campus Police" job classification which shall be represented by POAM as herein provided. The job classification description is attached to this Addendum. It is further agreed that the University will make exclusive use of employees in this job classification for providing non-salaried labor to supplement its regular work force.

3. Association Membership/Service Fee Obligations

Employees hired as Contingent Officers may tender the fee and become members of the Association or may pay a service fee as determined by the Association in accordance with state and federal law. During the life of this Addendum Agreement and in accordance with the terms of the Authorization Form, and to the extent the laws of the State of Michigan permit, the University agrees to deduct the Union membership dues levied in accordance with the Constitution and By-laws of the Union, or the applicable service fees, from the pay of each employee who executes the Authorization Form. The provisions of ARTICLE 7, Association Security, of the parties' Master Agreement, is hereby incorporated as if fully restated herein.

4. Compensation

Employees hired under this Addendum Agreement as Contingent Officers shall receive a wage as determined from time to time by the University. The Contingent Officer will not make more than the base salary of a Campus Police Officer.

5. Benefits

Employees hired under this Addendum Agreement who are employed 30 hours or more per week for three (3) consecutive months or more shall have the option to participate in the Health Maintenance Organization (HMO)-health plan -in accordance with the described plan design, those benefits required by law, and those benefits expressly provided in this Addendum Agreement. This is the only health plan that will be available to the Contingent Officers.

Based on the universal rule, EMU will generally allow Contingent Officers to make elective deferrals to the retirement plan. Temporary Officers are eligible to contribute to EMU sponsored 403(b) and/or 457(b) Tax Deferred Annuity Plans. EMU will not provide contributions to the plan on behalf of the Contingent Officer.

The Contingent Officers will receive only the benefits and rights under the CBA as defined in this Addendum and those as required by all applicable laws.

6. Work Week and Hours of Work

The work week and hours of work of employees hired under this Addendum Agreement is at the discretion of the University and shall be determined by the University based on operational need.

7. Overtime

Notwithstanding the information under subsection 6 above,--DPS will not offset the overtime of the Officers and Detectives by utilizing Contingent Officers Campus Police.

8. Staffing

The University reserves its right to determine its desired staffing levels within the bargaining unit. Notwithstanding, DPS will not utilize Contingent Officers to diminish the staffing of Officers and Detectives. Contingent Officers shall be laid off before any full or part time bargaining unit members.

9. Uniforms

Employees hired under this Addendum Agreement will be provided such uniforms as may be deemed appropriate by the University.

10. Duration of Employment

A person hired under this Addendum Agreement shall be employed at the will of the University for an indefinite period and may be terminated at any time at the sole and exclusive discretion of the University.

11. Other Employment Opportunities

After one-year continuous employment, a Contingent Officer working under this Addendum Agreement shall be permitted to apply for an entry level Officer, Campus Police position vacancy in the bargaining unit under the same terms and conditions as regular bargaining unit members, including serving a full probationary period.

12. Representation

POAM shall be entitled to represent employees hired under this Addendum Agreement for the purpose of enforcing the clear and express terms of this Addendum Agreement only. Grievances arising under and during the life of this Addendum Agreement and which pertain to the interpretation, application and alleged violation of these express terms and

conditions of this Addendum Agreement, may be processed under ARTICLE 7, Grievance Procedure, of the Collective Bargaining Agreement.

13. Applicability of Master Agreement

ARTICLE 6, Management Rights of the University, and ARTICLE 31, Scope of Agreement, of the parties' Master Agreement are hereby incorporated as if fully restated herein. References to Agreement as therein provided shall be construed to refer to this Addendum Agreement. Except as otherwise provided herein, Contingent Officers covered by this Addendum Agreement are expressly and specifically excluded from coverage of the parties' Master Agreement dated.

14. Duration

This Addendum Agreement shall expire with the parties' Master Agreement.

Eastern Michigan University

Police Officers Association of Michigan

Dwayne G. Zuhlke
Director, Labor Relations & BP Services

Gregg Allgeier
Business Agent, POAM

Tim Siecinski
President, POAM EMU Local Chapter