

AGREEMENT

between

CENTRAL MICHIGAN UNIVERSITY

and

CENTRAL MICHIGAN UNIVERSITY DISPATCHERS ASSOCIATION

(CMUDA)

July 1, 2023 to June 30, 2028

PREAMBLE

The Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) and the Central Michigan University Dispatchers Association recognize their responsibilities under federal, state and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed their commitment not to discriminate with respect to the terms and applications of this agreement. Because of the many remedies available under law, the provisions of this preamble are not grievable under this Agreement.

CMU does not discriminate on the basis of sex in the education program or activity that it operates, including admission and employment, and is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner.

Inquiries about the application of Title IX can be made to CMU's Title IX Coordinator, the US Department of Education's Assistant Secretary, or both.

CMU's Title IX Coordinator can be reached at:

Office: 103 E. Preston St.
Bovee University Center, suite 306
Mount Pleasant, MI 48858
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AGREEMENT PROVISIONS

1. **AGREEMENT**

This collective bargaining agreement ("Agreement") is entered into this 9th day of December, 2020 between the Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan) herein called "University," and the Central Michigan University Dispatchers Association (CMUDA), herein called "Union." Each reference to officers of the Union refers to the local officers at Central Michigan University.

2. **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of work and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the people of the State of Michigan as served by the University and the Union.

3. **SUPPLEMENTAL AGREEMENTS**

The University and the Union may enter into agreements through special conferences and other means, which modify this Agreement. All supplemental agreements shall be subject to the approval of the University Board of Trustees and the membership of the Union. They shall be approved or rejected within a reasonable period of time following the date on which tentative agreement is reached between authorized representatives of the University and the Union.

4. **VALIDITY**

This Agreement shall be effective to the extent permitted by law; but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

5. **WAIVER**

There are no understandings, agreements or practices, written or oral, which are binding on the University, other than the written agreements set forth in this Agreement. No further understanding, agreement or practice shall be deemed to be a part of this Agreement or binding on the University, unless it is in writing and signed by both the University and the Union.

6. **RECOGNITION**

The University recognizes the express desires of its employees to be represented by the Union and, with respect to the employees in the bargaining unit as described below, recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment for the term of this Agreement:

All full-time and part-time Dispatchers and Lead Dispatchers excluding:
Chief, Captain, Lieutenant, Sergeants, Road Patrol Officers and all other
employees.

7. **MEMBERSHIP AND DUES**

A. **MEMBERSHIP**

Membership in the Union shall not be required as a condition for continued employment at the University. It is recognized by the University and the Union that the Union has been designated as the exclusive bargaining agent for all the employees described in the Recognition Article of this Agreement, regardless of their membership in the Union. The parties further recognize that employees covered by this Agreement may not be compelled to:

- 1) Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
- 2) Refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.

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- 3) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
- 4) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

B. DUES

1) Payroll Deduction

- a) The University agrees in accordance with, and to the extent of, any applicable state or federal laws to deduct on a biweekly basis, membership dues in an amount established by the Union, proportionately each pay period, from all wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the Treasurer of the Union at an address furnished in writing to the University by the Union on or before the seventh (7th) day after each pay date.
- b) Such written authorization shall be effective until revoked in writing signed by the employee and delivered to the Union and the Payroll Office. Revocation will be effective as of the payroll period following receipt of notice by the Payroll Office.
- c) The Union agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues from any employee's pay.
- d) The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union as set forth above.
- e) The University shall have no responsibility for the collection of membership dues, or for any other deductions not in accordance with this provision.

2) Authorization

The authorization for payroll deduction of dues shall be in the following form:

CENTRAL MICHIGAN UNIVERSITY <u>Payroll Deduction Authorization</u>		
I, _____, hereby authorize the University to deduct from my earnings each biweekly payroll period the indicated amount and to remit this deduction to the Police Officers Association of Michigan.		
Purpose of Deduction: <u>Union Dues</u>	Amount: _____	Effective Date: _____
Signature _____	Date _____	SS# (last 4 digits) _____

- a) Delivery of Authorization Form: A properly executed copy of such authorization for deduction of fee form for each employee for whom the District membership dues are to be deducted hereunder shall be delivered to the University before any payroll deductions are made. Deductions shall be made thereafter only under authorization for deduction of fee forms which have been properly executed and are in effect. Any authorization for deduction of fee which is incomplete or in error will be returned to the local Union Treasurer by the University.
- b) When Deductions Begin: Deductions under all properly executed authorization for deduction of fee forms shall become effective at the time the application is tendered to the University and shall be deducted from the first pay period beginning after that date and each pay period thereafter, provided the employee has sufficient net earnings to cover such payment.

- c) Refunds: In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union.
- d) Termination of Deduction: An employee shall cease to be subject to deductions effective as of the pay period following receipt of written notice of revocation of dues deduction authorization in the Payroll Office. The Union shall be notified by the University of the names of such employees following the end of the pay period in which the termination of dues deduction authorization took place.
- e) Disputes Concerning Deduction: Any dispute between the Union and the University which may arise as to whether or not an employee properly executed or properly revoked an authorization for deduction of dues form shall be reviewed with the employee by a representative of the Union and the designated representative of the University. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.

8. **UNION BUSINESS**

Union business, including, but not limited to contract administration, will be conducted during non-work time to the extent practical. If not practical, time spent by members of the bargaining unit performing union business during work time shall be unpaid.

9. **STRIKES**

The Union, its officers, agents, members and employees covered by this Agreement, agree that as long as this Agreement is in effect, there will be no strikes, sit downs, slowdowns, stoppages of work, boycott, or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

10. **DEFINITIONS**

A. PROVISIONAL EMPLOYEE

An employee employed for a period of time which will equal or exceed twelve (12) months with the duration of their appointment contingent upon the continuation of the program and the availability of funds.

B. DISPATCHER/LEAD DISPATCHER

As used in this Agreement, the term "Dispatcher" or "Lead Dispatcher" means a member of the bargaining unit as described in the recognition provision.

C. PROBATIONARY DISPATCHER

1) New Hires

A person hired into the CMU Police Department as a Dispatcher shall be a probationary employee for the first year of his/her continuous employment with the University. Upon successful completion of the probationary period, he/she shall be entered on a seniority list of the Department and shall be credited with full seniority for continuous service from the latest date of hire as a regular employee with the University including the probationary period. There shall be no seniority among probationary Dispatchers. Discharge or discipline of probationary Dispatchers is not grievable under this Agreement.

2) Internal Hires

A current CMU employee who applies for and is hired as a Dispatcher shall be placed on a trial period for the first year of his/her continuous employment as a Dispatcher in the Department. Upon successful completion of the trial period, he/she shall be entered on a seniority list of the Department and shall be credited with full seniority for continuous service from the latest date of hire as a regular employee with the University including the trial period. There shall be no seniority

among trial period Dispatchers. Discharge or discipline of trial period Dispatchers is not grievable under this Agreement.

D. SENIORITY

Seniority is defined as the length of an employee's continuous service as a regular employee with the University from the employee's most recent hire date with the University.

11. RIGHTS OF THE UNIVERSITY

The University has the right to general supervision of the institution and the control and direction of all expenditures from the institution's funds. The University reserves and retains, solely and exclusively, all rights to manage, direct and supervise the University's work force, including, but not limited to, the right to hire, promote, demote, discipline, suspend, discharge, reclassify, transfer or lay off employees or to reduce or increase the size of the working force; to change the type of the working force; to change duties of employees; to make reasonable judgments as to the ability and skill of employees; to schedule means and materials to be used in accomplishing work and the constitutional purposes for which the University is organized; to make assignments and determine work to be done; to set the duties and responsibilities of employees; and to control the University property.

12. RULES AND REGULATIONS

The University and the CMU Police Department shall have the exclusive authority to make and enforce rules, orders, and regulations deemed necessary by the Chief/CMU PD for the efficient and effective operation of the Department. Such rules and regulations cannot be applied in a manner that contravenes the express written provisions of this Agreement, nor may they be inconsistent with applicable federal or state law or university policy.

13. DISCIPLINE OR DISCHARGE; INVESTIGATIONS

A. DISCIPLINE

- 1) An employee will be afforded the opportunity to sign any notice of discipline to substantiate that such employee has received the document. A copy may be given to the Union upon the employee's request.
- 2) In imposing any discipline on a current matter, the University may take into account any prior verbal or written disciplinary action taken against the employee within the past three (3) years.
- 3) An employee may attach explanatory notes, not to exceed five typewritten 8½x11 pages in length, to any record of discipline maintained in his or her personnel file.

B. INVESTIGATIONS

Whenever a member of the bargaining unit is under investigation or subject to examination or questioning by an administrative employee of the University for any reason which could lead to disciplinary action, such investigation or questioning shall be conducted under the following conditions:

- 1) Questioning should be conducted at a reasonable hour, preferably at a time when the member is on duty. If the questioning does occur during off-duty time, the employee shall be compensated for such time.
- 2) The employee who is to be questioned shall be informed prior to the meeting of the name and position of the administrative employee in charge of the investigation as well as the name of all other persons who will be present during the meeting. The questions to be directed to the employee shall be asked by one (1) person at a time.
- 3) The employee who is to be questioned shall be informed of the nature of the investigation. If a written statement is requested from the employee, a reasonable amount of time will be afforded the employee with a maximum of twenty-four (24) hours unless extended by mutual agreement.
- 4) The investigation meeting shall be for a reasonable period of time and shall allow for personal necessity and rest periods as are reasonably necessary.

- 5) The employee who is being questioned shall not be subject to abusive language. No promise of reward shall be made as an inducement to answer any questions.
- 6) If the university intends to make an audio recording of the meeting, the university agrees to notify the employee in advance of the meeting. The university agrees to supply a complete and unedited/unaltered copy of the recording if the employee requests it.
- 7) If an employee requests union representation, the employee shall be afforded the appropriate union representation in accordance with the Weingarten decision.

14. **WORK PROTECTION (Subcontracting)**

The university specifically and exclusively reserves the unilateral right to subcontract any or all of the work typically carried out by members of the bargaining unit on thirty (30) days' written notice to the Union.

15. **GRIEVANCE PROCEDURE**

A. STEP ONE

Any member of the bargaining unit may present a question or concern about the interpretation or application of the express written terms of this Agreement to the Chief/CMU PD. The matter must be presented to the Chief/CMU PD within five (5) business days of the event or issue.

B. STEP TWO

If the grievant is not satisfied with the Chief's disposition, he/she may appeal the Chief's decision to Employee Relations within five (5) business days following the date of the Chief's answer. Employee Relations will convene a hearing within 10 business days following receipt of the appeal. The grievant may attend the hearing and may be accompanied by the President and the CMUDA Business Representative. Employee Relations will issue a written decision on the grievance within ten (10) business days after conclusion of the hearing.

C. STEP THREE – MEDIATION (OPTIONAL STEP PRIOR TO ARBITRATION)

If the Union is not satisfied with the answer at Step Two of the grievance procedure, the Union may request to submit the matter to mediation by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union. Such notice must be received in Employee Relations within fifteen (15) working days of the University's second step grievance answer in order to be properly referred for mediation. The Union and the University must mutually agree in writing to submit the matter to mediation. Employee Relations will contact the Michigan Employment Relations Commission within ten (10) working days of receipt of the request to mediate to request services of a state mediator.

The mediator shall have no power to add to, subtract from or modify any of the terms of this agreement; nor shall the mediator, in making a recommendation regarding a case where the mediator feels there is a conflict between the agreement and law, vary from interpreting the agreement nor shall the mediator, in making a recommendation regarding a case, imply into the agreement provisions which are not in the written terms of the agreement, nor shall the mediator substitute the mediator's discretion for that of the University or the Union nor shall the mediator exercise any responsibility or function of the University or the Union. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the University or Union.

D. STEP FOUR - ARBITRATION

- 1) If the Union is not satisfied with the answer at Step Two of the grievance procedure, or does not wish to accept the recommendation of the mediator (if the grievance has been referred to Mediation), then the Union may submit the matter to arbitration by notifying the Employee Relations Office in writing that the answer is not satisfactory and the Union is requesting arbitration. Such notice must be received in the Employee Relations Office within ten (10) working days of the second step meeting, or within ten (10) working days of the last day of mediation in order for the grievance to be properly referred for arbitration.

- 2) Within five (5) working days after the date on which the Employee Relations Office received the Union's notice of intent to arbitrate the Union and the University will meet to select an arbitrator from the panel of arbitrators shown below.

Dave Calzone
Mark Glazer

Michael Long
Robert McCormick

James Statham
Patrick McDonald

If either the Union or the University request, the meeting may be adjourned for a period of up to two (2) working days, at which time, it will reconvene and attempt to agree upon an arbitrator.

- 3) If the Union and the University cannot agree upon an arbitrator, the party bringing the grievance shall request a list of seven (7) names of arbitrators to be given to the University and Union by the Michigan Employment Relations Commission. If either party is dissatisfied with the list, it may, within three (3) working days after receipt, reject the list and request a new list of seven (7) arbitrators. Lists submitted by the Michigan Employment Relations Commission shall not contain the names of arbitrators who in the last ten (10) years have been members of, employed by, retained by, or associated with the University or the Union.
- 4) Within five (5) working days after the parties have received a list of seven (7) arbitrators which has not been rejected under this Agreement, the Union and the University shall meet for the purpose of determining an arbitrator. If the Union and University cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The representatives of the Union and the University shall then sign a paper stating the name of the arbitrator selected and the party bringing the grievance shall forward the paper, a copy of the contract, and the grievance and written answers thereto, to the organization submitting the list of arbitrators which will be forwarded to the arbitrator.
- 5) A representative of the Employee Relations Office will contact the arbitrator within ten (10) working days of the date of selection of the arbitrator.
- 6) Fees of the Arbitrator
- The fees and approved expenses of an arbitrator shall be paid by the party not prevailing in the award as determined by the Arbitrator.
- The party requesting a cancellation or postponement of arbitration hearings is responsible for all fees and expenses of the arbitrator associated with the cancellation or postponement.
- 7) Power of the Arbitrator
- The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement; nor shall the arbitrator, in deciding a case where the arbitrator feels there is conflict between the agreement and law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the agreement provisions which are not in the written terms of the agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union; nor shall the arbitrator exercise any responsibility or function of the University or the Union; nor shall the arbitrator imply into the grievance issues not expressly written into the grievance. Management reserves all rights as expressed in Section 12 unless expressly limited or prohibited by this agreement. The arbitrator is prohibited from ruling on any issue unless it is expressly limited or prohibited by this written agreement.
- 8) Attendance
- All employees who have knowledge of an event may be required to testify. Witnesses may be excused and returned to work before and after they testify.

9) Finality of Decisions

The arbitrator's decision made in accordance with the arbitrator's jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union and the employee or employees involved.

10) Computation of Back Wages

No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the employee would otherwise have earned at such employee's regular rate.

11) Withdrawal of Cases

A grievance may be withdrawn by the Union without precedent, at any time before it is submitted to arbitration, upon written notice to the Employee Relations Office before the expiration of the time limit for submitting or advancing the grievance at any step of the procedure. A grievance which is withdrawn after submission to arbitration is withdrawn with prejudice.

16. **SPECIAL CONFERENCES**

- A. Special conferences for matters of mutual interest will be arranged between the Union President and the University or its designated representative upon request of either party.
- B. Such meetings shall be between the Union President and not more than three (3) representatives of the University. The meeting may be attended by a representative of the POAM.
- C. Arrangements for each special conference shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the conference is requested.
- D. All time spent in Special Conference by members of the bargaining unit shall be unpaid unless the Special Conference is called by the University.
- E. Agreements reached at special conferences may be reduced to writing and when signed by a representative of both parties shall be binding on the parties.

17. **BENEFITS**

A. INSURANCE

- Flexible Benefit Program
 - a) Employees are eligible to participate in *CMU Choices*, the University's flexible benefit program ("Program") according to the terms of the Program. Participation, eligibility and costs shall be as determined by the University in its sole discretion and such decisions shall not be subject to the grievance procedure.
 - b) As of July 1, 2011, insurance coverages under the Program are effective as of an employee's first day of employment with the University. The University reserves the unilateral right to amend or modify the inception date for insurance coverage for employees hired on or after July 1, 2011. All insurance coverages terminate on the day the employee's employment terminates.
 - c) Employees will not be allowed to carry duplicate health coverage (medical, prescription drug, dental and vision) for themselves, their spouse or their dependents through the University.
 - d) Employees may make coverage changes during Open Enrollment, or in response to various status changes that occur during the Program's plan year. Examples of eligible status changes are birth or adoption of a child; marriage; and loss of employment by a spouse. Coverage changes triggered by eligible status changes must be made at the Benefits and Wellness Office within thirty (30) calendar days of the event.
 - e) University contributions towards the costs of these programs are established by the University. For information purposes only, Appendix A shows a schedule of health care premium

contributions. Amounts above the University contribution which are necessary to maintain benefits are the employees' responsibility and the University is authorized to deduct said amounts from employees' pay.

- f) For additional information on CMU Choices and the rules governing the Program, please refer to the University's website at: <https://www.cmich.edu/about/human-resources/benefits-wellness>.

B. OTHER CMU PROVIDED BENEFITS

Vacation, Holidays, Leaves, Retirement, Tuition Benefit Plan

1) Vacation

- a) Dispatchers with more than twelve (12) months' continuous service employed on a regular full-time basis shall accrue vacation as shown in the table below. A regular or provisional part-time employee accrues vacation on a prorated basis according to the ratio of his/her percentage of appointment to a 100% full-time position:

Years of Service	Annual Vacation Accrual (Hours)
0 through 2 years	96
3 years through 6 years	120
7 years through 10 years	144
>10 years	160

- b) In accordance with University policy on vacation, maximum accrual of earned but unused vacation is three hundred (300) hours. Vacation time is not accrued during periods when the employee is not on the active payroll.
- c) The University may change the method for accruing vacations at any time, and such decision shall not be subject to grievance or arbitration.
- d) Any Dispatcher with less than one (1) year of University service whose employment is terminated shall automatically lose all right to accumulated vacation time. Dispatchers with one (1) or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date up to a maximum of one hundred sixty (160) hours.
- e) A Dispatcher who does not give two (2) weeks' notice of resignation or retirement forfeits all rights to his/her accrued but unused vacation time.
- f) The use of vacation time is governed by the following conditions:
- (1) Vacation will be taken at a time agreeable with both the Dispatcher and the University.
 - (2) The Department reserves the right to deny any request for vacation submitted to the Chief, or designee, less than three (3) workdays in advance (this advance notice requirement shall also apply to requests for use of holiday bank time).
 - (3) If a holiday falls within a Dispatcher's vacation time, that day will not be deducted from the employee's vacation time.
 - (4) Vacation time must be used in units of one (1) hour or more.

2) Holidays

a) Legal Holidays

The University recognizes the following legal holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

b) Additional Holidays

All employees will receive as additional holidays the first working day before or after Thanksgiving Day (to be designated by the University), four (4) days between Christmas Day and New Year's Day, and Christmas Eve Day or such other day as the employer may designate.

c) Holiday Pay

(1) A Dispatcher who is not on leave of absence or layoff and who is not scheduled to work on a legal or additional holiday shall have eight (8) hours at the regular straight-time rate of pay credited to the Holiday Bank (below) provided that:

(i) Such employee is and has been on the active payroll of the University immediately preceding the holiday involved; and

(ii) Such employee works or is excused from his/her scheduled workday immediately preceding and that employee's scheduled workday immediately succeeding the holiday involved.

(2) A Dispatcher scheduled to work on a legal or additional holiday and who does not work that day or is not excused from work, shall receive no pay for such holiday.

(3) When a legal or additional holiday falls on a Sunday and under the Agreement the holiday is observed by the University on the following Monday and where a Dispatcher's regular schedule requires the Dispatcher to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday.

(4) When a legal or additional holiday falls on a Saturday and under the Agreement the holiday is observed by the University on the preceding Friday and an employee's regular schedule required the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be Saturday.

(5) Employees required to work on a legal holiday will be paid at two (2) times their straight-time rate for that day. Employees required to work on an additional holiday will receive their regular straight time pay.

d) Holiday Shifts

For 12-hour shift purposes, holiday shifts begin at 7:00 a.m. on the day of the holiday and end at 6:59 a.m. on the following day.

e) Holiday Bank

(1) Up to ninety-six (96) hours of holiday pay will be placed in a holiday bank for each Dispatcher to cover the six (6) recognized legal holidays provided in Article 17-B-2-a and the six (6) additional holidays provided in Article 17-B-2-b. Dispatchers newly joining the Department will be credited with sufficient holiday hours in their bank to cover those holidays scheduled to occur from the date of hire thru June 30th.

(2) When banked holiday time has been depleted, Dispatchers regularly scheduled to work but who are given the holiday off to maintain normal holiday staffing levels must use other paid time off to be compensated for the day.

- (3) If the University offers extra holidays in any calendar year beyond those provided in Article 17-B-2-a and -b, the hours for such extra holidays will be added to each Dispatcher's holiday bank. Such extra holiday hours shall not accumulate from year to year.
- (4) A Dispatcher that separates from the university will be charged for holiday bank hours used that exceed hours attributable to holidays occurring between July 1st and the employee's date of separation. There will be no payout of unused holiday hours for holidays occurring between the date of separation and June 30th. Holiday bank hours may not be used to extend an employee's termination date.
- (5) The University takes note of the Central Michigan University Police Department's practice of administering this holiday bank on a fiscal year basis (July 1st through June 30th), and will continue to respect that practice. However, the University reserves the right to require the Department to revert to a calendar year basis for annual holiday administration. In such a case, the University will provide the Department and the Union at least three (3) months' advance notice. On the effective date of this change, Article 17-B-2-e-1 will be amended by substituting December 31st for June 30th and Article 17-B-2-e-4 will be amended by substituting January 1st for July 1st and December 31st for June 30th.

3) Leaves

a) Leaves with Pay

The following description of "leaves with pay" is illustrative only.

(1) Court-Required Service

An employee who serves on jury duty or as a subpoenaed witness (but not as a party to the action or as a party to an action against the University) will be provided paid release time from the regular schedule for such service, but in no case will the employee be entitled to any pay for time beyond the normal scheduled hours. An employee is expected to report for regular University duty when temporarily or permanently excused from attendance at court.

(2) Funeral Leave

- (i) An employee will be given leave of absence with pay not to exceed three (3) workdays per occasion (at least one day of which is to attend the funeral) in case of death of any of the following relatives:
 - Spouse, children, stepchildren, foster children
 - Brothers, sisters, brothers-in-law, sisters-in-law
 - Parents, stepparents, foster parents fathers-in-law, mothers-in-law, sons-in-law, daughters-in-law, grandparents, spouse's grandparents, grandchildren.
 - Relatives living in the employee's household or official designated other eligible individuals (OEI).
- (ii) An employee will be given leave of absence with pay not to exceed one (1) workday per occasion to attend the funeral in case of death of an aunt, uncle, niece or nephew.
- (iii) Supervisors are responsible for ensuring appropriate usage of funeral leave by an employee. An employee may request additional time off in connection with an approved request for funeral leave. Such request shall not be unreasonably denied. If approved, the employee may use accrued vacation, personal, comp time, or time from his/her holiday bank to cover the additional time off.

(3) Military Leave, Short Tour

- (i) All employees who belong to the National Guard, Officer's Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training.

- (ii) The University will pay the difference between the employee's military pay and regular straight time rate, exclusive of all premiums, overtime, etc., if his/her military pay is less. The computation of this difference will be:

University pay for the authorized period of time less all military pay and allowances for that period.

- (iii) Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.

(4) Personal Leave

- (i) A Dispatcher will be given an approved paid personal leave absence not to exceed twenty-four (24) hours in any calendar year.
- (ii) In the first year of hire, any Dispatcher hired before July 1 is provided twenty-four (24) hours and any Dispatcher hired after July 1 is provided twelve (12) hours.
- (iii) Personal leave may be used in units of one (1) hour or more.

(5) Sick Leave

- (i) Regular and provisional full-time CMU Dispatchers shall accrue sick leave at the rate of one hundred and four (104) hours per year maximum accrual.
- (ii) Sick leave may be accumulated up to one thousand and forty (1040) hours.
- (iii) Sick leave will be paid at one hundred (100%) percent of the employee's regular wage rate.
- (iv) An employee who has used all available sick leave will be removed from the payroll until he/she reports back to work unless he/she elects to use other available accrued leave time.
- (v) Use of Sick Leave Days
 - (a) An employee may use accrued sick leave days for absences due to illness, injury or pregnancy or to care for ill or injured immediate family members in any month of the year that he/she is scheduled on the payroll.
 - (b) Sick leave can be used in units of one-half (1/2) hour or more.
- (vi) Medical Statement: Any employee desiring consideration for sick leave benefits may be required to file with the University either a physician's statement or a sworn affidavit, at the University's election, that the claim for sick leave 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.
- (vii) Definitions (applicable to sick leave):
 - (a) Working day: any day of the week, provided such day is a scheduled workday for the employee.
 - (b) Work week: for purposes of sick leave, a week shall be interpreted to mean any five (5) days of a regular work week determined by the employee's work schedule.
- (viii) Abuse of Sick Time: The Union recognizes that abuse of sick leave or excessive sick leave is grounds for dismissal or other discipline as elected by the University.

- (ix) The University may change the method for accruing sick leave at any time, and such decision shall not be subject to grievance or arbitration.

b) Family and Medical Leave

- (1) In compliance with the Family and Medical Leave Act of 1993, the University will provide eligible employees paid/unpaid leave of up to twelve (12) workweeks per calendar year for certain family and medical reasons.
- (2) Employees may elect to leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, employees are required to use all paid vacation and personal leave (and all sick leave for the employees own serious health condition) in conjunction with leave under this provision prior to utilizing approved Family and Medical Leave without pay.

FOR REFERENCE ONLY: The use of Family and Medical Leave shall be in accordance with the University's Family Medical Leave guidelines found on the World-Wide Web at <https://www.cmich.edu/about/human-resources/employment-services/leaves-of-absence-staff/types-of-leaves/family-and-medical-leave>.

c) Personal Leave without Pay

- (1) Leaves of absence without pay of up to three (3) months may be granted at the discretion of the University for Dispatchers who have been employed by the University as a regular employee for at least 12 months.
- (2) Leaves may be granted for such reasons as, but not limited to, education, settlement of an estate, adoption of a child, serious illness of a member of the Dispatcher's family, medical leave not covered by FML, or childcare, but not for the purpose of obtaining employment elsewhere.
- (3) Leaves of absence of this type may be extended by the University for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

d) Long-Term Military Leave

The University will comply with appropriate state and federal laws in effect at the time a long-term military leave is granted and/or terminated.

e) Return from Leave

- (1) An employee returning from a leave of absence for medical, sickness or personal leave without pay may be required by the Department to furnish a physician's statement as to that employee's physical condition and the physician's opinion as to the employee's ability to carry on his/her duties in a normal fashion.
- (2) In the event of a dispute involving an employee's physical or mental ability to perform that employee's job upon return to work at the University from a layoff or leave of absence of any kind, the parties agree to the following:
 - (i) If the employee is not satisfied with the determination of the doctor designated by the University, that employee may submit a report from a doctor of that employee's own choosing and own expense.
 - (ii) If the doctors' reports are contradictory, the employee may request that the University arrange a third opinion. The designated doctor of the University and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee. The decision of the third doctor shall be binding on the parties. The expense of the third party shall be shared equally by the University and the employee.

All references to doctor in this section mean a recognized, certified professional in the appropriate field.

- (3) The University may require employees returning from any leave to see a physician designated by the University.

f) Medical Information

- (1) When medical verification of absences or return to work is deemed necessary by a department administrator, an employee must secure such medical verification from his/her attending physician.

- (2) Medical verification that does not specifically address the following will be considered insufficient and of no effect:

- Diagnosis
- Prognosis
- Treatment plan
- Why the illness/injury is debilitating
- The anticipated duration of the debilitating illness/injury
- Ability to perform employee's work

- (3) Due to the sensitive nature of the information provided, the University will treat it confidentially among those who need the information.

4) **Retirement**

a) MPSERS

- (1) Dispatchers hired prior to January 1, 1996, are required to participate in the Michigan Public School Employees Retirement System (MPSERS), as required by law.

- (2) The MPSERS plan is governed by state statute and the conditions and provisions of this plan are subject to change by the state. MPSERS plans require ten (10) years of vesting in order to be able to collect retirement benefits.

- (3) Employees who enrolled in MPSERS after January 1, 1990 were automatically in the Member Investment Plan (MIP), which requires an employee contribution that varies with salary but is approximately four percent (4%) of salary. Benefits from both the MIP and the Basic Plan are based on years of service and average salary.

- (4) New employees who were previously in MPSERS at one of the following seven state institutions: Central Michigan, Eastern Michigan, Ferris State, Lake Superior State, Michigan Technological, Western Michigan, or Northern Michigan, will be required to re-enroll in MPSERS.

b) 403(b) Basic Retirement Program

- (1) Employees hired on or after January 1, 1996 will be eligible for the 403(b) Basic Retirement Program (403(b) Basic) as described below.

- (2) The 403(b) Basic program is a defined contribution plan with immediate vesting. There is no required employee contribution, although employees are encouraged to contribute toward their retirement through the University's voluntary tax deferred investment program.

- (3) University contributions to an employee's 403(b) Basic account will commence as of the date of hire.

- (4) University Contribution toward 403(b) Basic: 10%

c) CMU Retiree Status

- (1) A Dispatcher will be eligible for CMU Retiree status if he/she has been employed with the university for twenty-five (25) years and any age at Central Michigan University, or a

minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

- (2) The University reserves the unilateral right to amend or modify these criteria at any time, and such decision shall not be subject to grievance.

5) Tuition Benefit Plan

- a) All full time regular and provisional Dispatchers in active paid status as of the official day classes begin for the applicable semester on CMU's main campus (Mount Pleasant) as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Benefit Plan ("Tuition Benefit"). The terms and conditions of the Tuition Benefit Plan are available in the Benefits & Wellness Office.
- b) Tuition benefit not utilized by the employee is available to spouse/dependent children who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) may take up to the annual maximum of twenty-four (24) credit hours.
- c) Tuition benefit for College of Medicine courses is limited to the in-state, on-campus doctoral rate.

18. DRUG AND ALCOHOL TESTING

- A. In an effort to provide a safer, drug-free workplace for employees, CMU has implemented a drug and alcohol testing program.
- B. All blood and urinalysis testing will be performed by a CMU designated collection site and laboratory.
- C. Testing for controlled substances will be done through urinalysis and/or blood testing at the discretion of the Department and will test for the following controlled substances metabolites:
 - Marijuana • Cocaine • Opiates • Phencyclidine • Amphetamines • Barbiturates
- D. Testing for alcohol use may be done through urinalysis or preliminary breathalyzer testing (PBT).
- E. Testing will be done for current employees under the following circumstances:

1) Reasonable Suspicion Testing

- a) An employee will be subject to drug and/or alcohol testing if a supervisor reasonably suspects that the employee has reported to work, or is working, impaired.
- b) Testing for reasonable suspicion must be based on:
 - (1) the observations of a trained supervisor, or
 - (2) specific, clearly stated concerns about the employee's appearance, behavior, speech, or smell.

2) Post-Accident Testing

Any employee involved in a job-related accident involving the violation of a safety rule or standard, which did or could have resulted in serious injury or property damage, may be subject to drug/alcohol testing.

3) Return to Work Testing

- a) An employee returning to work after a positive test will be subject to testing prior to returning to his/her position.
- b) The employee must have negative test results to return to work.

- c) An employee will also be subject to periodic follow-up testing as designated by the Employee Assistance Program (EAP) professional.

4) Consequence of a Positive Test Result

- a) The discipline process for any employee with a positive test under the reasonable suspicion testing or post-accident programs will be determined based upon the employee's past work history and may include termination from employment.
- b) An employee who tests positive will be suspended without pay pending an evaluation by the EAP professional. The EAP professional will determine if enrollment in a rehabilitation program is necessary.
- c) An employee will be returned to work upon proof of enrollment in a rehabilitation program (if necessary) and/or negative test results on return to work drug and/or alcohol testing.
- d) Failure to present proof of participation in, or completion of the rehabilitation program, will result in immediate termination.
- e) An employee returning to work after a positive test will be subject to random testing as determined by the EAP professional. A second positive test result at any point in the process will result in termination.
- f) Levels for determining whether a drug test is positive or negative are the same as those set by the Department of Transportation for Commercial Drivers. The following initial cutoff levels are used to determine whether tests are negative:

(1)	Marijuana metabolites	100ng/ml
(2)	Cocaine metabolites	300ng/ml
(3)	Opiate metabolites*	300ng/ml
(4)	Phencyclidine	25ng/ml
(5)	Amphetamine	1,000ng/ml
(6)	Barbiturates	300ng/ml

*25ng/ml if immunoassay specific for free morphine

- g) Confirmation tests will be conducted with a positive result on any test. In some cases, a confirmation test will be sent to an outside laboratory for confirmation of results.

5) Opportunity to Justify a Positive Test Result

- a) An employee shall have the opportunity to submit medical documentation that may support a legitimate use for a specific drug.
- b) The information will be reviewed by the Medical Review Officer (MRO) of the testing laboratory to determine legitimacy.
- c) The MRO, or a representative of the MRO, will inform the employee and University of the decision as to whether the test is considered positive or negative.

6) Refusal to Submit, Failure to Appear or Tampering

An employee who refuses to be tested, fails to report for testing within 60 minutes of notification, or attempts to influence the test results will be terminated. Such termination shall be without recourse to the grievance procedure.

7) Failure to Give Adequate Sample

An employee who fails to provide a urine sample without valid medical explanation, shall be considered to have a positive test and subject to discipline as such.

8) Confidentiality and Access to Records

- a) All actions taken under the authority of this program will be administered in a fashion to maintain the confidentiality of the employee.
- b) Results of all testing will be sent to the CMU Drug & Alcohol Coordinator, who will notify the employee of the results.
- c) In the event the results are positive, the CMU Coordinator will contact the employee's supervisor and the Employee Relations Office disclosing only that the results were positive. This is necessary in order to proceed with the discipline process and referral to the EAP.

9) Resources/Assistance

- a) The University supports the prevention of substance abuse by its employees and encourages employees with alcohol and other drug dependency problems to obtain assistance.
- b) Leaves of absence to obtain treatment may be obtained under the medical leave provision of the appropriate collective bargaining agreement or other University procedures.
- c) Employees with drug dependency problems are encouraged to contact the Employee Assistance Program.
- d) An employee who voluntarily admits to a use/abuse problem and seeks assistance through the EAP will be exempt from the discipline process as a first-time offender but will be subject to random testing as specified by the EAP professional for one year after successful completion of a rehabilitation program. A positive test result or continued abuse subsequent to said program will be cause for termination.

19. ANNUAL PHYSICAL EXAMINATION

Dispatchers may be required to submit to an annual physical examination for the purpose of determining their ability to carry on their duties in a normal fashion and for the purpose of obtaining a general statement as to the physical condition of the employees. The physical examination shall be conducted by a physician appointed by the University. The cost of such an examination is borne by the University.

20. PAY

A. WAGE

1) Wage Schedule

- a) The wage schedule shall be as set forth in this article. All new dispatchers will be hired on the rate schedule.

Wage Schedule 2023-2024

Rate A	Rate B	Rate C
\$20.00	\$21.00	\$22.00

Rate "A" applies to someone who has completed up to two (2) years of experience as a certified police or emergency services dispatcher.

Rate "B" applies to someone who has completed at least two (2) years but less than four (4) years of experience as a certified police or emergency services dispatcher.

Rate "C" applies to someone who has completed at least four (4) years of experience as a certified police or emergency services dispatcher.

Experience, as used herein, is that work experience as a certified police or emergency services dispatcher accumulated by a member of the bargaining unit before and/or during Central Michigan University employment.

- b) **Retention Wage Increases** – The University has established two "retention rate increases" for

members of the bargaining unit as shown below:

Retention Rate	Criteria	2023-2024 Rate
R1	At least 5 years contiguous CMU service but less than 10 years	\$23.00
R2	10 or more years contiguous CMU service	\$23.50

Step increases described in Paragraphs 20-A-1-a and b, above, will be effective in the pay period that includes the Employee's applicable anniversary date.

2) Rate Changes/Increases

All rate change adjustments will be made at the beginning of the fiscal year following completion of the experience requirements above in this article.

2023-24: Pay rates will be at the amounts listing in the chart above titled "Wage Schedule 2023-2024."

2024-25: Wage rates to be adjusted on same basis as P&A employee group.

2025-26: Wage rates to be adjusted on same basis as P&A employee group.

2026-27: Wage rates to be adjusted on same basis as P&A employee group.

2027-28: Wage rates to be adjusted on same basis as P&A employee group

*For purposes of this provision, "adjustment" is defined as a base wage increase; a non-base lump sum payment expressed as a percentage of the underlying base rate; or a fixed dollar non-base lump sum payment.

3) In each year of this Agreement, the effective date of pay increase will be the first pay period that includes July 1st, or such other effective date as Payroll designates.

4) The University reserves and retains the right to modify the pay period cycle. This clause overrides any other contract language concerning bi-weekly pay periods or other pay cycles.

B. OVERTIME AND COMPENSATORY TIME

1) Overtime Assignment

a) If a dispatch shift must be covered through overtime, the Department will:

- i. First, ask for a volunteer from among current CMU PD Dispatchers with the least amount of overtime.
- ii. If no volunteers emerge, the Department will mandate the CMU PD Dispatcher with the least amount of overtime to work the overtime.

b) CMU PD Dispatch shift vacancies occurring with less than 36 hours' notice shall be considered "emergencies" and may be assigned by management without regard to this article.

2) Overtime Rate

a) All approved hours worked in excess of forty (40) hours in a pay week will be compensated at time-and-one-half the highest hourly rate of pay earned during the pay week.

b) For the purpose of computing overtime pay, the Dispatcher's straight time rate (excluding premium pay for overtime) will include shift differential whenever applicable.

- c) For the purpose of computing overtime pay, hours paid for sick leave, vacation, holiday, comp time or personal days will be counted as "hours worked."

3) **Comp Time**

- a) With approval of the Chief/CMU PD, or designee, a Dispatcher may be granted equivalent time off ("comp time") in lieu of overtime pay.
- b) REFERENCE: The use of compensatory time shall be in accordance with the University's compensatory time guidelines.

4) **Pyramiding of Overtime Prohibition**

Allowance of overtime or premium pay (other than shift differential) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

C. REPORT IN PAY

When off duty Dispatchers are called in for an assignment not in conjunction with their shifts they will be paid a minimum of three (3) hours pay at time-and-one-half (1½) their straight time rate. Hours compensated under this provision do not count towards computation of weekly overtime.

Night Shift – 7:00pm to 7:00am
Day Shift – 7:00am to 7:00pm

D. TRAVEL TIME

- 1) For training programs of one day's duration or less, all travel will be included in the employee's normal 12-hour workday.
- 2) If the training program ends before the employee's 12-hour shift ends, the employee may work the balance of his/her shift or may use available comp time or personal time to cover.
- 3) For week-long training programs and schools, the employee's work schedule for that week will be changed to five 8-hour days. Travel time to and from the location of the training will be paid at the employee's regular hourly rate, and travel hours will count towards computation of the 40-hour work period overtime limit.

21. **LAYOFF**

A. SHORT-TERM LAYOFF

When the University, or a portion of the University, is closed, Dispatchers may be laid off for up to twenty-five (25) working days, without notice, at the University's sole discretion.

B. INDEFINITE LAYOFF

- 1) When a decrease or reallocation in the work force is made, resulting in layoff of regular Dispatchers, the Chief/CMU PD shall designate those positions which are to be vacated by reason of a layoff. Layoff shall be in inverse order of seniority, with least senior being first to be laid off.
- 2) Dispatchers to be laid off for an indefinite period of time will have at least seven (7) days written notice of layoff.

22. **RECALL**

A. RECALL RIGHTS

- 1) A Dispatcher who is laid off will have his/her name remain on the recall eligibility list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
- 2) If a Dispatcher's certification shall expire before he/she is actively at work from a recall action, his/her recall rights shall terminate as of the date such certification expires.

B. RECALL PROCESS

- 1) A Dispatcher with seniority, who has been laid off, shall be recalled to a vacant position in the bargaining unit in the reverse order of layoff, provided the Department has determined a need to fill that position, and provided further that the employee's Dispatcher certification shall not have expired prior to the first work day in the recalled position.
- 2) Notice of recall shall be sent to the Dispatcher at the employee's last known address by registered or certified mail.
 - a) If the employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, the Dispatcher shall be considered a quit.
 - b) Extensions may be granted by the University in proper cases.
- 3) Dispatchers recalled after a layoff which lasted for one (1) year or more will be required to successfully pass a physical examination at the University's expense before the return to work.

23. HOURS OF WORK

- A. The normal bi-weekly pay period for Dispatchers shall consist of one week of (3) consecutive twelve (12) hour days and one week of four (4) consecutive twelve (12) hour days. Twelve (12) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular workday.

A workday will be defined as beginning at 7:00 a.m.

For scheduling purposes, no Dispatcher will work in excess of sixteen (16) continuous hours in any one twenty-four (24) hour period except that in emergencies they may be required to work more. In addition, Dispatchers will be expected to have a minimum of eight (8) hours off between scheduled work periods except in emergency situations.

24. REST PERIODS:

Dispatchers may take two (2) rest periods of fifteen (15) minutes each during their twelve (12) hour shift as duty permits. The first rest period should be taken during the first half of the shift and the second rest period should be taken during the second half of the shift. Rest periods are to be taken at a time that does not interfere with the efficiency of the work. Rest periods are to be taken on campus and cannot be used to cover late arrival, early departure, or accumulated to be taken together at some later time.

Dispatchers will also be allowed one (1) thirty (30) minute paid lunch break during their twelve (12) hour shift. This lunch break is to be taken as duty permits.

25. SHIFTS

A. SHIFT HOURS

- 1) The shift hours shall be as follows:
 - a) First Shift 7:00 a.m. to 7:00 p.m.
 - b) Mid-Shift start and end times to be determined by management on a case-by-case basis.
 - c) Second Shift 7:00 p.m. to 7:00 a.m.
- 2) The workday begins with the 7:00a.m. shift.
- 3) The Department maintains the unilateral right to change shift starting and ending times. In such cases, the Department will provide 30 days' advance notice of the change.
- 4) The Department maintains the unilateral right to revert to a 5 day, 8-hour per day work schedule when or if in management's sole judgment conditions warrant.

B. SHIFT TRADING

- 1) Shift trading will be governed by procedures established by the Department.

- 2) No shift trade will take place without advance approval by the Department.
- 3) The Department reserves the right to amend or modify those procedures at any time, and that decision is not subject to grievance.

C. SHIFT DIFFERENTIAL

- 1) Bargaining unit members on 12-hour shifts will be paid fifty (50) cents per hour for each hour they work during the 7:00 p.m. to 7:00 a.m. shift as additional compensation. Bargaining unit members working a mid-shift will be paid fifty (50) cents per hour for each hour they work after 7PM and before 7AM. No other shift differential shall apply.
- 2) Shift differential is to be added to the total wages, does not increase the hourly rate and will be paid only for the hours worked on the respective shifts.
- 3) When any Dispatcher is called in to work on a shift other than their regular shift and not continuous with their regular shift, they will be eligible to receive the shift differential normally received by individuals who work that particular shift.
- 4) If the CMU Police Department should ever revert to an 8-hour day work schedule, bargaining unit members will be paid thirty-five (35) cents per hour for each hour they work on second shift as additional compensation and shall be paid fifty (50) cents per hour for each hour they work on third shift as additional compensation.

D. SHIFT COVERAGE

- 1) With respect to shift coverage, the Department shall have the exclusive right to determine the number of Dispatchers necessary for a particular shift. This decision shall not be subject to grievance or arbitration.
- 2) A Dispatcher may not leave his/her shift until properly relieved.
 - a) Proper relief takes place only when the incoming Dispatcher is present and ready to work.
 - b) Pay for the relieving Dispatcher begins on the later of the scheduled start of his/her shift or the Dispatcher's arrival on shift ready to work.

E. SHIFT SELECTION

- 1) Dispatchers will be allowed to bid by seniority for a regular schedule for each term. For the application of Article 25-E-1 only, seniority is defined as "time-in-grade."
- 2) The three (3) shift terms will be:
 - a) Fall Term - August to December
 - b) Winter Term - January to May
 - c) Summer Term - May to August
- 3) The bidding will be conducted six (6) weeks before the first day of the terms. After the bidding is concluded, bargaining unit members will not be able to bump to another shift for the purposes of taking classes.
- 4) Management retains the right to schedule Dispatchers as necessary.

26. WORK SCHEDULE

A. CHANGE

The University retains the unilateral right to modify, amend or alter work schedules.

B. POSTING SCHEDULES

The University agrees to post a four (4) week schedule (two (2) firm, two (2) for information).

27. **NEW MATTERS**

- A. The University and the Union acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.
- B. The parties have provided in this Agreement all of the means to meet their respective continuing obligation to bargain through "Special Conference" and "Grievance Procedure". Each party is required, in special conference only, to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University to refuse to negotiate during the term of this Agreement on any matter not covered by this Agreement and on any change to the provisions in this Agreement.
- C. The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and agree the other shall not be obliged, to bargain collectively 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 parties at the time they negotiated this Agreement.

28. **AID TO OTHER UNIONS**

The university will not aid, promote or finance any other group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

29. **ENTIRE AGREEMENT**

This Agreement consists of the pages in this document numbered from one (1) through 21 inclusive, as well as letters of agreement and such other agreements reached by the parties pursuant to Article 3 (SUPPLEMENTAL AGREEMENTS). This constitutes the entire Agreement between the parties.

30. **TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2028.
- B. If either party desires to terminate this Agreement, it shall, not earlier than ninety (90) nor later than sixty (60) consecutive calendar days prior to the termination date, give written notice of termination.
- C. If neither party shall give notice of termination of this Agreement as provided under this paragraph or notice of amendment or reopening, as herein provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) consecutive calendar days written notice prior to the current year's termination date.
- D. If either party desires to modify or change this Agreement other than through reopening, it shall, sixty (60) consecutive calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.
- E. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) consecutive calendar days' written notice of termination prior to the termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- F. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the President of the Union; and if to the University, to the Employee Relations Office or to any such address as the Union or University does make available to the other in writing.

Central Michigan University and the Central Michigan University Dispatchers Association

In witness whereof the parties have set their hands this ____ day of JUNE 2023:

CENTRAL MICHIGAN UNIVERSITY

CENTRAL MICHIGAN UNIVERSITY DISPATCHERS
ASSOCIATION

Robert O. Davies, Ph. D.
President

John Graver
Business Agent
Police Officers Association of Michigan

Scott J. Hoffman, J.D.
Director/Employee & Labor Relations

Anne Pashenee
Dispatcher/CMU Police Department
President/CMUDA

Larry S. Klaus
Chief/CMU Police Department

Jaimee Cotter
Dispatcher

Cameron Wassman
Lieutenant/CMU Police Department

Mark Garrity
Dispatcher

Jessica Courtright
Assistant Director/Employment &
Compensation

Appendix A: CMU Contributions for Benefits

		<u>2023-24</u>				<u>2024-28</u>	
		<u>University Monthly Contributions</u>	<u>Employee Contributions Advantage PLUS HDHDP</u>	<u>Employee Contributions Advantage HDHDP</u>	<u>Employee Contributions PPO2</u>	<u>University Contributions</u>	<u>Employee Contributions</u>
<u>Medical/Prescription Drug Full-time</u>	<u>1P</u>	<u>\$582.28</u>	<u>9.64</u>	<u>\$49.38</u>	<u>\$89.76</u>	<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>2P</u>	<u>\$1,199.31</u>	<u>22.94</u>	<u>\$105.18</u>	<u>\$191.81</u>	<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>FM</u>	<u>\$1,467.13</u>	<u>28.26</u>	<u>\$128.78</u>	<u>\$233.14</u>	<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
<u>Medical/Prescription Drug Part-time</u>	<u>1P</u>	<u>\$582.28</u>	<u>9.64</u>	<u>\$49.38</u>	<u>\$89.76</u>	<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>2P</u>	<u>\$582.28</u>	<u>621.00</u>	<u>703.24</u>	<u>\$808.84</u>	<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>FM</u>	<u>\$582.28</u>	<u>886.09</u>	<u>\$986.61</u>	<u>\$1117.99</u>	<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
-	-	<u>University Contributions</u>	<u>Employee Contributions Core Plan</u>	<u>Employee Contributions Buy-Up Plan</u>		<u>University Contributions</u>	<u>Employee Contributions</u>
<u>Dental Full-time</u>	<u>1P</u>	<u>\$27.70</u>	<u>\$6.16</u>	<u>\$30.54</u>		<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>2P</u>	<u>\$57.05</u>	<u>\$12.71</u>	<u>\$62.93</u>		<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>FM</u>	<u>\$71.18</u>	<u>\$15.84</u>	<u>\$80.25</u>		<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
<u>Dental Part-time</u>	<u>1P</u>	<u>\$0.00</u>	<u>\$33.86</u>	<u>\$58.24</u>		<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>2P</u>	<u>\$0.00</u>	<u>\$69.76</u>	<u>\$119.98</u>		<u>Same as P&A'S</u>	<u>Same as P&A'S</u>
	<u>FM</u>	<u>\$0.00</u>	<u>\$87.02</u>	<u>\$151.43</u>		<u>Same as P&A'S</u>	<u>Same as P&A'S</u>

Premium costs for medical/prescription drug and dental insurance plans will be established as of the beginning of each fiscal year. University contributions toward the cost of medical/prescription drug and dental insurance for each level of coverage in each plan for full time employees will be based on a total annual plan cost basis, calculated based on the aggregate of all self-funded University medical/prescription drug and dental insurance plans, respectively, and applied to all available plans. Employees are responsible for paying the difference between the established university contribution amounts and the premium cost for their enrolled plan.

Nevertheless, should the proportion of health care premium cost paid by CMU for a full-time employee be less than eighty-four (84%) percent of the premium in any year of this Agreement, CMU will provide notice to the Union of the intent to make the change by no later than April 1 for the following plan year and, upon written request, will engage in impact negotiations with the Union. In no case during the life of this Agreement will the proportion of health care premium cost paid by CMU be less than eighty percent (80%) of the health care premium.

The annual increase in the University's contribution is capped at 3% (i.e., the University will apply its percentage share from the table above to not more than 103% of the prior plan year total university contribution).

For Part Time Employees, the University contributions for Medical and Prescription Drug insurance is the single coverage rate for Full Time employees in each of those plans. Part Time Employees are responsible for covering the entire cost of dental insurance.

Appendix B: Michigan Paid Medical Leave Act (MPMLA)*

1. Effective March 29, 2019, the University is subject to the requirements of the Michigan Paid Medical Leave Act ("PMLA"; "the Act"; "Act 339 of 2018").
2. Article 28-16 of the Agreement provides that a bargaining unit member:

"...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 working days in such month for which they are scheduled to be and are on duty at the University. Employees may use available accumulated sick time to attend to ill or injured family members (family member for these purposes is the same as defined in Article 31-1)".
3. Article 31-1 of the Agreement references the University's Family Medical Leave Policy for the definition of "family member." The University's Family Medical Leave Policy defines "family member" as parent, spouse, Other Eligible Individual, and child.
4. Article 28-22 of the Agreement provides that bargaining unit members may use sick leave "...for appointments pertaining to the employee's own physical condition with the doctor, dentist, or other recognized practitioner..."
5. The Act permits covered employees to use up to 40 hours of accrued paid sick leave in a calendar year for absences due to an employee's own or immediate family member's:
 - a. diagnosis, care, or treatment of mental or physical illness, injury, or health condition;
 - b. preventative medical care;
 - c. domestic violence or sexual assault¹; or
 - d. Closure of employee's primary workplace or employee's child's school or place of care due to a public health emergency/communicable disease².
6. The Act defines "immediate family" to include an employee's:
 - a. biological, adopted, foster, stepchild or legal ward or a child to whom the employee stands *in loco parentis*;
 - b. spouse (i.e., an individual to whom the employee is legally married);
 - c. grandparent or grandchild;
 - d. biological, foster or adopted sibling.
 - e. or employee's spouse's biological, foster, step or adoptive parent, legal guardian, or an individual who stood in loco parentis when the employee was a minor child;
7. For purposes of complying with the Act, the Parties agree that so long as the Act is in effect:
 - a. Article 28 of the Agreement shall incorporate by reference:
 - i. The description of allowable purposes set forth in the Act and described above in Paragraph 5 for which a bargaining unit member may use paid sick leave, and;
 - ii. The definition of "immediate family" as set forth in the Act, as described above in Paragraph 6.
 - b. The first 40 hours of paid sick/medical leave time utilized by a bargaining unit member in a calendar year will be considered time taken pursuant to and as allowed by the Act and satisfies the University's obligations thereunder.

^{1, 2} As defined by the Michigan Paid Medical Leave Act.

APPENDIX C: Communications Training Officer Compensation *

Communications Training Officer ("CTO") Program

A Dispatcher designated by the Chief/CMU Police (or designee) to serve as Communications Training Officer ("CTO") will receive 1.5 hours' comp time per shift while actively engaged in training a new Dispatcher on that shift. CTO assignment will be at the discretion of the Chief/CMU Police (or designee) and is not subject to grievance. The University reserves the right to amend, modify, or discontinue this program at any time.

APPENDIX D: Incorporation of Letter of Agreement Establishing Lead Dispatcher Role

**LETTER OF AGREEMENT
BY AND BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND
CENTRAL MICHIGAN UNIVERSITY DISPATCHERS ASSOCIATION (CMUDA)**

Central Michigan University (“CMU”) and Central Michigan University Dispatchers Association (“Union”) are parties to a collective bargaining agreement (“Agreement”).

1. Current terms of the Agreement govern compensation and employment structure for bargaining unit members.
2. Recognizing increased regulatory compliance obligations within the dispatcher work environment, it is the intent and desire of CMU and the Union to reestablish the position of Lead Dispatcher within the bargaining unit.
3. The rate of pay for Lead Dispatchers shall be calculated as a 10% increase to each Lead Dispatcher’s current base wage.
4. Any annual salary increases while an individual is serving in the role of Lead Dispatcher shall be applicable to their full salary inclusive of the additional 10% because of the Lead Dispatcher designation.
5. Bargaining unit members must have a minimum of five (5) years’ service as a Dispatcher at Central Michigan University to qualify for the designation of Lead Dispatcher.
6. Notice of opportunity will be provided to all Dispatcher staff outlining the process to bid on the opportunity for advancement, timeline for submitting a letter of interest, qualifications required and a job description for the Lead Dispatcher.
7. The bid process for consideration will be submission of a letter of interest to the Chief of Police or their designee.
8. The CMU Chief of Police or designee may, for any reason permissible under applicable law, remove the designation of Lead Dispatcher from any bargaining unit member with such designation with two weeks’ advanced notice to the impacted bargaining unit member. The CMU Chief of Police or designee may remove the designation of Lead Dispatcher for just cause without required notice to the impacted bargaining unit member. Removal of the Lead Dispatcher designation by the CMU Chief of Police or designee is not subject to grievance or arbitration, except as it relates to the issue of whether two weeks’ notice was required.
9. Bargaining unit members with the Lead Dispatcher designation may resign from the role of Lead Dispatcher and return to their regular designation of Dispatcher with two weeks’ advanced written notice to the CMU Chief of Police.

Central Michigan University and the Central Michigan University Dispatchers Association

10. Any bargaining unit member returning to the designation of Dispatcher from the Lead Dispatcher designation shall have a 10% reduction to their pay as Lead Dispatcher, which will establish their return rate of pay to the Dispatcher designation.
11. CMU reserves the right to cancel the use of the Lead Dispatcher designation with written notice to the Union
12. The additional duties assigned to bargaining unit members with Lead Dispatcher designation include:
 - A. Performs all duties of a Dispatcher.
 - B. Performs data entry and system maintenance on department systems including: Dispatch, Records, Phone, Radio, NG911, recorder, mobile computer systems, and others as directed.
 - C. Assists the Lieutenant in scheduling to ensure proper coverage on all shifts.
 - D. Serves as a CTO (Communications Training Officer).
 - E. Coordinates the Communications Training Program for new dispatchers.
 - F. Serves as LEIN Agency Coordinator and completes audit preparation.
 - G. Assists with department scheduling, tracking, and training.
 - H. Assists in reviewing and updating policies and procedures.

This agreement is entered into in good faith by all parties and will not otherwise serve to amend or modify existing terms and conditions of the Agreement.

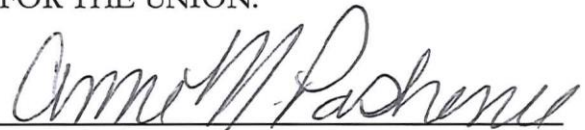
AGREED TO AND ACCEPTED THIS 25th DAY OF October 2022

FOR THE UNIVERSITY:



Scott J. Hoffman, J.D.
Director/Employee Relations

FOR THE UNION:



Anne Pashenee, President
Central Michigan University Dispatchers
Association

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