

# Collective Bargaining Agreement

By And Between

# EASTERN

MICHIGAN UNIVERSITY

&

*Local 3866*



# **AFSCME**®

*We Make Eastern Happen*

**July 1, 2019 - JUNE 30, 2022**

---



## Table of Contents

ARTICLE 1	Agreement .....	1
ARTICLE 2	Purpose And Intent .....	1
ARTICLE 3	Recognition .....	2
ARTICLE 4	Temporary Employees .....	2
ARTICLE 5	Aid to Other Unions .....	3
ARTICLE 6	Union Membership.....	3
ARTICLE 7	Representation .....	7
ARTICLE 8	Union Representatives.....	10
ARTICLE 9	Grievance Procedure .....	14
ARTICLE 10	Suspension, Discipline or Discharge.....	21
ARTICLE 11	Seniority Defined And Its Applications .....	26
ARTICLE 12	Sick Leave .....	41
ARTICLE 13	Leaves of Absence.....	46
ARTICLE 14	Hours of Work And Call-in-Pay.....	50
ARTICLE 15	Shift Differential and Hours .....	56
ARTICLE 16	Unscheduled Closedowns.....	57
ARTICLE 17	Rights of the Employer.....	58
ARTICLE 18	Strikes And Lockouts .....	59
ARTICLE 19	Union Bulletin Boards.....	60
ARTICLE 20	Training And Development Opportunities .....	61
ARTICLE 21	New Jobs .....	63
ARTICLE 22	Work of Supervisors And Foremen.....	64
ARTICLE 23	Overtime And Equalization of Overtime .....	64
ARTICLE 24	Rules, Policies, Regulations And Requirements.....	69
ARTICLE 25	Jury Duty .....	70
ARTICLE 26	Fitness For Duty .....	70

ARTICLE 27 Student Employees ..... 73

ARTICLE 28 Compensation ..... 73

ARTICLE 29 Vacation..... 74

ARTICLE 30 Holidays..... 77

ARTICLE 31 Longevity Pay..... 78

ARTICLE 32 Hospitalization/Medical ..... 81

ARTICLE 33 Life Insurance, Group Life ..... 87

ARTICLE 34 Dental Insurance..... 89

ARTICLE 35 Short Term Disability Insurance..... 90

ARTICLE 36 Long Term Disability ..... 92

ARTICLE 37 Retirement Benefits ..... 93

ARTICLE 38 Bereavement Leave ..... 94

ARTICLE 39 Uniforms..... 96

ARTICLE 40 Special Conferences ..... 98

ARTICLE 41 Sub-Contracting..... 98

ARTICLE 42 Tuition Waiver Program..... 99

ARTICLE 43 Miscellaneous ..... 103

ARTICLE 44 Scope of Agreement ..... 106

ARTICLE 45 Duration And Amendment ..... 107

APPENDIX A - Group Life Insurance..... 110

APPENDIX B - Wage Rates ..... 111

APPENDIX C – Letter Of Agreement - RE: Heating Plant..... 115

APPENDIX D - Letter Of Agreement - RE: Past Letters Of Agreement ..... 118

APPENDIX E - Letter Of Agreement - Union Bulletin Boards..... 119

APPENDIX F – MOU – RE: Classification Review & Heating Plant ..... 120

APPENDIX G – Health Care Table ..... 122

INDEX ..... 125

## **ARTICLE 1    AGREEMENT**

**Section 1.01** This Agreement is made and entered into on July 1, 2019 by and between Eastern Michigan University, hereinafter referred to as the EMPLOYER, and Local Union 3866 affiliated with Council 25 of the American Federation of State, County and Municipal Employees and the AFL-CIO hereinafter referred to as the UNION.

## **ARTICLE 2    PURPOSE AND INTENT**

**Section 2.01** The Employer and the Union recognize their responsibilities under federal, state, and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of civil rights.

**Section 2.02** The parties each agree that there shall be no discrimination because of race, creed, sex, color, nationality, sexual orientation or political belief or for participation in or affiliation with any labor organization. Further, the parties will not discriminate against, restrain or coerce any employee because of or with respect to any lawful union activity or the employee's membership or non-membership in the Union.

**Section 2.03** In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the Employer and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

**Section 2.04** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Union.

**Section 2.05** The parties agree to work cooperatively to make the working environment safe for all employees in accordance with applicable state and federal laws and regulations.

**Section 2.06** The Employer and the Union encourage to the fullest degree, friendly, cooperative, and trustworthy relations between their respective representatives.

**Section 2.07** The parties agree that regardless of role or position in the organization everyone is expected to conduct themselves in a respectful manner in the workplace.

### **ARTICLE 3 RECOGNITION**

**Section 3.01** The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and all other conditions of employment for all regular employees of the Employer included in the bargaining unit, described as follows:

A) All regular full and part time employees with "FM" classifications, excluding supervisors, police officers, and student employees.

### **ARTICLE 4 TEMPORARY EMPLOYEES**

**Section 4.01** Temporary employees may be employed for up to one hundred eighty (180) calendar days unless replacing a regular employee who is using accrued sick time or who is on an approved leave of absence or workers compensation in which case the one hundred eighty (180) calendar day time limit no longer applies. On the one hundred eighty first (181st) calendar day, without mutual agreement, temporary employees must has a five (5) calendar day waiting period before rehiring.

**Section 4.02** The University will provide access to monthly status report to the Local Union President regarding temporary employees in BOE and the Union will receive the information in real time.

## **ARTICLE 5 AID TO OTHER UNIONS**

**Section 5.01** The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **ARTICLE 6 UNION MEMBERSHIP**

### **UNION MEMBERSHIP/SERVICE FEE OBLIGATIONS**

**Section 6.01** In accordance with Michigan Public Act 349, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit may tender the initiation fee to and become members of the Union or may pay a service fee in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later, and may continue such membership, or pay such service fees, as a condition of continued membership.

**Section 6.02** An employee who elects to tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership or such service fees required by paragraph 1 above, shall be deemed to meet the conditions of this section.

**Section 6.03** Employees shall be deemed to be in compliance within the meaning of this section, if they are not more than

sixty (60) days in arrears in payment of such membership dues or service fees.

## CHECK-OFF FORM

**Section 6.04** During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution and By-Laws of the Union, or a service fee equal to the amount of Union dues, from the pay of each employee who executes or has executed the Authorization Form.

**Section 6.05** Employees may have their monthly membership dues, or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues directly to the Union. Employees on Check-Off may have the Check-Off cancelled as provided in the Agreement and may elect to pay dues directly to the Union.

## DEDUCTIONS

**Section 6.06** Deductions shall be made only in accordance with the provisions of said Authorization Form, together with the provisions of the Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees, or any other deductions not in accordance with this provision.

## DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM

**Section 6.07** A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder

shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter 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 Local Secretary-Treasurer by the Employer.

## WHEN DEDUCTIONS BEGIN

**Section 6.08** Check-Off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and shall be deducted within three (3) weeks following the week it is submitted, and thereafter from the first (1st) and second (2nd) biweekly pays of each month.

## REFUNDS

**Section 6.09** 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 By-Laws, refunds to the employee will be made by AFSCME Local 3866.

## REMITTANCE OF DUES TO SECRETARY-TREASURER

**Section 6.10** Deductions for any calendar month shall be remitted to the designated representative of AFSCME Local 3866 as soon as possible after the first (1st) pay of that month. The Employer shall furnish the designated financial officer of AFSCME Local 3866 monthly, with a list of those for whom the Union has submitted signed Authorization Forms, but for whom no deductions have been made. Copies of each report the Local Union shall be sent at the same time to the Secretary-Treasurer of Council 25.

## TERMINATION OF CHECK-OFF

**Section 6.11** Employees may terminate such Check-Off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer. The Employer will email the Union with a copy of the Authorization Form that terminates the dues.

## DISPUTES CONCERNING CHECK-OFF

**Section 6.12** Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization Form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer, the Director of Labor and Employee Relations or her/his designee..

## LIMIT OF EMPLOYER'S LIABILITY

**Section 6.13** The Employer shall not be liable to the Union 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.

## NOTIFICATION TO UNION OF PERSONNEL CHANGES

**Section 6.14** The Employer has provided the Union through Business Objects Enterprise (BOE) Reports access to Personnel Action changes such as any hired, rehired, reinstated, terminated or transferred employee into the bargaining unit. The information in BOE Reports provides notification that includes the name, date of hire, classification and title of the new employee. The BOE access will also afford the President the ability to run Seniority Reports and Temporary Employee Reports.

## SAVE HARMLESS

**Section 6.15** The Union shall indemnify and save the Employer from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article, including actions arising from the Union's failure to accurately apportion dues as between amounts directly associated with the administration and negotiation of the collective bargaining agreement and amounts associated with non-collective bargaining activities and functions of Local 3866, Council 25-AFSCME, and AFSCME International.

**Section 6.16** In the event that Michigan Public Act 349 is repealed or rendered unenforceable the parties agree to meet to determine the effects of integrating the change into the collective bargaining agreement.

## ARTICLE 7 REPRESENTATION

**Section 7.01** The Union and the Employer shall jointly determine the number of representation districts in the bargaining unit. The Employer and the Union shall redistrict the unit from time to time by agreement.

**Section 7.02** It is mutually recognized that the establishment of districts is undertaken for the purpose of defining geographic areas for steward responsibilities and for determining order of layoff under the terms ARTICLE 11, Section 11.07 to Section 11.14 below, Districts will be based upon geographic location of employees, departmental organization, size of the work force and shift. Any disputes over this article shall be a proper matter for the Grievance Procedure commencing at the second (2nd) step.

**Section 7.03** The following are the current occupational/representation units and districts:

A) Unit I (Skilled Trades/Maintenance)

- (1) District 1. Carpenters, Painters, Roofers, Locksmiths
- (2) District 2. Plumbers
- (3) District 3. Electricians/Elevator Repair Control Specialist
- (4) District 4. University Stores and Intercollegiate Athletics
- (5) District 5. Transportation and Garage
- (6) District 6. Grounds
- (7) District 7. Audio Visual, Heating Plant
- (8) District 8. HVAC
- (9) District 9. Fire Protection Technicians

B) Unit II (Maintenance)

**State Buildings and Auxiliaries:**

- (1) District 1: Physical Plant, Floaters, Fletcher, FMG – Fletcher, DPS/Crossroads Marketplace (DC#3), College of Business, FMW – State Buildings
- (2) District 2: Sill, Paint Research, Alexander, Quirk, Pray-Harrod
- (3) District 3: Boone, Pierce, Ford, Roosevelt, Pease, Welch, Honors College, King, Sherzer, Starkweather
- (4) District 4: Strong, Mark Jefferson, Hover/Briggs, Halle, Rackham
- (5) District 5: Bowen/Warner, Olds/Rec IM, Snow Health, Marshall, Porter, Student Center, FMW – Student Center, McKenny Hall, Central Ops

## **Housing:**

- 6) Dorm Complex #1 (Best, Buell, Downing, Wise, Jones-Goddard, Commons #1)

Dorm Complex #2 (Walton, Putnam, Phelps, Sellers),  
FMW – Housing (Village, Eastern Eateries)

Dorm Complex #3 (Hoyt, Pittman, Hill) Crossroads  
Market Place/Dining Commons #3, Brown-Munson  
and University Apartments

### **C) Unit III (Food Services)**

District 1. Student Center, Crossroad Market  
Place/Dining Commons #3, Dining Commons #1,  
Eastern Eateries, College of Business, Marshall,  
McKenny, Halle, Mark Jefferson, Pray-Harrold,  
Alexander and Fletcher

**Section 7.04** Employees in each of the following districts shall be represented by one (1) District Steward or, when unavailable, an Alternate Steward who shall be seniority employees working in the district:

Unit I:	Districts	1- 9
Unit II:	Districts	1-6
Unit III:	District	

**Section 7.05** Employees in each occupational/representation unit shall be represented by a Chief Steward or, when unavailable, an Alternate Chief Steward who shall be seniority employees working in the respective occupational/representation units.

**Section 7.06** Unit II shall have one (1) Chief Steward and One

(1) Alternate Chief Steward for Housing Employees and one (1) Chief Steward and one (1) Alternate Steward for State Buildings and Auxiliaries Employees.

### THIRD SHIFT EXCEPTION

**Section 7.07** The Union may appoint one (1) Steward, who is a Chief Steward, and one (1) alternate working on the third shift, as the shift steward who may represent an employee in a district or unit where a steward or alternate is not available, provided that a person shall not be appointed as such a steward if his/her absence would leave the building unattended or if such person works in the Heating Plant.

## ARTICLE 8 UNION REPRESENTATIVES

### LIST OF UNION REPRESENTATIVES

**Section 8.01** The Union will furnish the Employer's Labor and Employee Relations Office with a written listing of the names of its authorized representatives and members of its grievance committee and notify the Employer in the same manner when changes in these personnel are made so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer's Labor and Employee Relations Office shall likewise keep the Union advised as to its representatives.

### DISTRICT STEWARDS

**Section 8.02** Upon request of an employee, the District Steward, or if unavailable, the Alternate District Steward, may, in accordance with the terms of the grievance procedure, leave his/her job during normal working hours without loss of time or pay to discuss a grievance from within his/her own district with the Employer, upon having received permission from his/her Supervisor to do so. The requesting employee's supervisor will

send for the district steward without undue delay. The District Steward's Supervisor will, within a reasonable period of time, grant permission and provide sufficient time for the District Steward to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of legitimate grievances and will not be abused and, further, that the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as herein provided.

## CHIEF STEWARDS

**Section 8.03** If a grievance is not resolved at Step One the Chief Steward, or if unavailable, the Alternate Chief Steward, may, in accordance with the terms of the grievance procedure, leave his/her job during normal working hours without loss of time or pay to discuss a grievance from within his/her own occupational/representation unit with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will, within a reasonable period of time, grant permission and provide sufficient time to the Chief Steward to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of Chief Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of legitimate grievances and will not be abused and, further, that the Chief Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as herein provided.

## LOCAL PRESIDENT

**Section 8.04** The Local President, or if unavailable, his/her authorized representative, shall be allowed time off his/her job

without loss of time or pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from the Supervisor to do so. The Supervisor will, within a reasonable period of time, grant permission and provide sufficient time to the Local President or his/her representative to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of the Local President or his/her representative leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of legitimate grievances and will not be abused and further, that the Local President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as herein provided.

**Section 8.05** In addition to the investigation of grievances, the Local President may also utilize such release time for the preparation of arbitration hearings, grievance processing, attending grievance hearings, special conferences, and meetings at their work sites on matters related to same. All meetings with employees must be arranged in advance with the approval of such employee(s)' supervisor(s). In the event that the President is released from work at other times at the request of the Employer, such release time shall be considered as an addition to the release time herein provided.

**Section 8.06** The Local President may be required to provide periodic accountings to the Office of Labor and Employee Relations of the release time he or she uses. Such accountings would include the date, time, location and nature of activity (e.g. grievance meeting, special conference, or other grievance related matters) the names of individuals involved, and supervisors contacted for meeting approvals. The Local President shall perform his or her regular work when not performing the above mentioned activities.

**Section 8.07** In the event that the current Union President is replaced, or for any other reason that may make this provision burdensome to either party, the Union and the University shall meet to discuss alternate means of distribution of the Union President's release time.

**Section 8.08** Union Representatives shall be granted release time, without loss of pay, to present, investigate and discuss grievances at those steps at which they are to participate as provided for in the Grievance Procedures. One or two Union Representatives shall be granted release time, without loss of time or pay, not to exceed fifty (50) hours per quarter (July-September, October-December, January-March, April-June), for the purpose of investigating and presenting grievances which have been appealed to Step II of the Grievance Procedure. Such release time shall not be cumulative from quarter to quarter.

**Section 8.9** The Supervisor shall grant permission and provide sufficient time to Union representatives to leave their work for the above purposes, subject to necessary emergency exceptions. The privilege of Union representatives leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the presentation and/or investigation of grievances and will not be abused and the Union representatives will perform their regularly assigned work at all times; except when necessary to leave their work for the presentation and/or investigation of grievances as provided herein.

**Section 8.10** Members of the Bargaining Union shall be allowed time off, without loss of pay, to attend to official Union business. Time off provided pursuant to this provision shall not exceed a maximum total aggregate of twenty-four (24) days per contract year for the Bargaining Unit. This privilege is subject to the understanding that the released employee will perform his/her regularly assigned work at all

times, except when necessary to leave his/her work as herein provided.

**Section 8.11** The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision. Requests for release time must include the endorsement of the Union President and shall be submitted, in writing, to the Director of Labor and Employee Relations, or her/his designee. Unless conditions render it impossible to do so, such request shall be received by the Director of Labor and Employee Relations, or her/his designee, not less than forty-eight (48) hours prior to the desired commencement of the period of absence. Such request shall be granted by the Director of Labor and Employee Relations, or her/his designee, subject to necessary emergency exceptions and the written concurrence of the Union President.

#### ABUSE OF PROVISION

**Section 8.12** Alleged abuses by either party of this provision may be considered as a proper subject for special conference.

### ARTICLE 9 GRIEVANCE PROCEDURE

#### GENERAL PROVISIONS

**Section 9.01** Grievances within the meaning of the grievance and arbitration provisions of this Agreement shall consist only of disputes arising under and during the life of this Agreement and which pertain to the interpretation, application and alleged violation of the Agreement's express written terms and conditions.

**Section 9.02** A written grievance shall include the following information:

- A) It shall be signed by the grievant(s) and appropriate Union Representative(s).
- B) It shall contain a statement of the grievance.
- C) It shall cite the specific clause(s) of the Agreement alleged to have been violated.
- D) It shall contain a summary of the facts relating to the alleged violation, including a statement of what the grievant believes to have occurred, the date, time and place of the violation.
- E) It shall specify the relief requested.

**Section 9.03** No matter shall be subject to the Grievance Procedure unless it is presented in writing by the Union within fifteen (15) workdays of the date the employee or the Union became aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time the grievance is barred.

**Section 9.04** If the Union fails to appeal a 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 Employer's Step II or Step III answer shall be considered final.

**Section 9.05** If the Employer fails to answer the grievance, in writing, within the time provided in the Grievance Procedure, or any mutually agreed extension of such time, the grievance shall be advanced to the next step of the Grievance Procedure.

**Section 9.06** If the Employer fails to schedule a meeting within the prescribed time limits, unless the time limits are

extended by mutual agreement of the parties, the grievance shall be advanced to the next step of the Grievance Procedure.

**Section 9.07** A grievance may be withdrawn without prejudice and, if so withdrawn, shall not be considered in connection with any future grievance.

**Section 9.08** If a grievance involves more than one (1) employee, or the Union or Employer believe the processing of a grievance through Step I 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 II of the Grievance Procedure and, by mutual agreement, the grievance may be so processed. Disciplinary suspensions and terminations from employment shall be directly appealed to Step II.

**Section 9.09** Where one (1) or more grievances involve a similar issue, those grievances may be held in abeyance pending the disposition of the appeal of a representative case which shall control the result of all such cases.

**Section 9.10** The Arbitration provisions of this Agreement are expressly and exclusively reserved to the Union and the Employer. No employee or group of employees shall have the right to appeal or process a grievance to the Step III, Arbitration level of the Grievance Procedure.

**Section 9.11** The resolution of a grievance at Step I, or II, shall not add to, subtract from or modify the terms of this Agreement. Any agreement reached between the Employer and the Union shall be binding upon the Union and its members, the Employer and affected employees.

**Section 9.12** No Agreement shall add to, subtract from or modify the terms of this Agreement unless done so in writing and approved by the Director of Labor and Employee Relations

or his/her designee and the Local President. Any agreement so reached shall be binding upon the Union and its members, the Employer and affected employees.

**Section 9.13** For purposes of computing workdays pursuant to this Article, Saturdays, Sundays and holidays shall be excluded.

#### GRIEVANCE PROCEDURE - STEP I

**Section 9.14** An employee or group of employees having a grievance in connection with his or their employment shall first discuss and try to resolve the matter informally with the Employer's Step I Representative. If the matter is not thereby resolved, the employee may request the Employer's Step I Representative to schedule a meeting at which the employee, the Employer's Step I Representative and the employee's District Steward may further review the matter. If the matter remains unresolved after such meeting, the District Steward may then refer the matter to the appropriate Chief Steward who may, within fifteen (15) workdays of the occurrence that gave rise to the grievance, reduce the grievance to writing on forms provided by the Employer and submit the grievance to the Employer's Labor and Employee Relations Office.

#### GRIEVANCE PROCEDURE - STEP II

**Section 9.15** Within fifteen (15) workdays after receipt of the written grievance by the Employer's Labor and Employee Relations Office, or such further time as is mutually agreed upon, a representative of the Labor and Employee Relations Office shall schedule a meeting with the Local President, the Chief Steward, the Grievant, and the Employer's Step I and II Representatives. The Local President, the Chief Steward and Grievant shall be allowed to meet, at the discretion of the Union, said discretion not to be abused, for a period not to exceed thirty (30) minutes immediately prior to the scheduled Step II meeting solely for the purpose of discussing the

grievance. For the purpose of hearing a grievance at Step II which is signed by more than one (1) employee, or multiple grievances which involve a similar issue, the Union shall designate one (1) employee (Grievant) to represent the issue at the Step II hearing.

**Section 9.16** Within fifteen (15) workdays after the Step II meeting, the Employer's Representative shall give the Local President a written answer to the grievance with a copy to the Chief Steward.

## GRIEVANCE MEDIATION PROCESS

**Section 9.17** Within ten (10) working days of the Employer's decision at Step II, prior to an appeal to Arbitration, and with the mutual agreement of the parties, a grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS) and the Michigan Employment Relations Commission (MERC).

The parties will coordinate a date for mediation as soon as administratively possible, so as to not unduly delay the grievance process. Mediators will be presented with the case facts, receive any review documents and hear testimony from each party.

If the grievance is not resolved through mediation, the Union may submit a grievance to arbitration in accordance with Step III of the Grievance procedure. The date of mediation will be used as the effective date to start the time frame within which the Union may make a timely appeal to arbitration.

It is agreed that any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

## GRIEVANCE PROCEDURE - STEP III, ARBITRATION

**Section 9.18** If not resolved at Step II, the Local may submit the grievance to Step III (intent to arbitrate) by written notification to the Director of Labor and Employee Relations within twenty (20) workdays of receipt of the Employer's written Step II answer, AFSCME's Local 3866 President shall provide written notice to the Office of Labor and Employee Relations of the Union's intent to arbitrate. If such written notice is not given to the Employer's Office of Labor and Employee Relations within twenty (20) work days, or any mutually agreed extension of such time, the grievance is barred from arbitration and the Employer's disposition of the grievance shall be final. The parties agree that during this twenty (20) work day time frame or any mutually agreed upon extension, a meeting may be convened with the Union President, AFSCME Council 25 Staff Representative, and Director of Labor and Employee Relations with an effort to resolve grievances prior to arbitration.

**Section 9.19** AFSCME Council 25 will have sixty (60) calendar days from the date of the unions notice to the Employer of its appeal to Step III to make a final decision and formally notify the Director of Labor and Employee Relations of its decision to either pursue the grievance to final and binding arbitration or withdraw the matter from the grievance procedure. If such written notice is not received by the Director of Labor and Employee Relations within sixty (60) calendar days time frame, or any mutually agreed upon extension, the grievance is barred from arbitration and the Employer's Step II disposition of the grievance shall be final.

**Section 9.20** If a grievance is not resolved at Step II Grievance or Mediation and the grievance is accepted by AFSCME Council 25 according to Section 9.19 and notice is provided, the Union and the Employer may mutually agree to an Arbitrator. If the parties do not mutually agree within

fourteen (14) calendar days from the date AFSCME Council 25 provides notification, the Union may submit the grievance to Arbitration by filling a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after AFSCME Council 25's notification, with concurrent notification to be provided to the Director of Labor and Employee Relations, or his/her designee. Notification shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration, identification of the grievance, issue(s) and provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limitations as herein prescribed, the Step II disposition of the grievance shall be considered final. Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. For Section 9.20, all notifications will be provided to the Director of Labor and Employee Relations or designee.

**Section 9.21** Upon written request, Michigan AFSCME Council 25 will provide the Director of Labor and Employee Relations with a list of all closed cases.

**Section 9.22** Grievances within the meaning of the Grievance Procedure and of this Arbitration Clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

**Section 9.23** In the event of Arbitration, the fees and approved expenses of the Arbitrator will be paid by the parties equally.

The Employer shall be responsible for compensating its own representatives and witnesses, and shall provide the Local President release time to attend Arbitration hearings. The Union shall be responsible for compensating all its other representatives and witnesses. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union and its members, and the employee or employees involved. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members, in any appeal to a court or labor board from a decision of any arbitrator unless subpoenaed by said court.

## **ARTICLE 10   SUSPENSION, DISCIPLINE OR DISCHARGE**

### **NOTICE OF DISCHARGE, SUSPENSION OR DISCIPLINE**

**Section 10.01** Assessments of discharge, suspension or discipline shall occur not later than the thirty (30) calendar days from the day the Employer first became aware of the infraction giving cause for disciplinary action. Extensions to this time frame may be granted by mutual agreement of the parties and any request for an extension will not be unreasonably denied. Request for extensions will also include an estimated time frame by which the investigation will be completed.

**Section 10.02** The Employer agrees upon the discharge, suspension, or discipline of an employee, to promptly provide written notification to the employee's Chief Steward, or if unavailable, the Alternate Chief Steward, if available, of the discharge, suspension or discipline and provide a copy for the Local President.

**Section 10.03** A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Chief Steward, or if unavailable, the Alternate Chief Steward, if available, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, a representative of the Employer will arrange for a meeting to be held with the discharged or suspended employee and his/her Chief Steward or if unavailable, the Alternate Chief Steward, if available. If both the Chief Steward and Alternate Chief Steward are unavailable, upon request of a discharged or suspended employee for Union representation, the Employer shall select a Union Steward to meet with the employee before he/she is required to leave the premises of the Employer.

#### APPEAL OF DISCIPLINE

**Section 10.04** Should an employee who receives a written reprimand consider the discipline to be improper, a grievance may be presented at the first step of the grievance procedure to the Employer's Step 1 Representative.

#### APPEAL OF A DISCHARGE OR SUSPENSION

**Section 10.05** Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance may be presented in writing by the Chief Steward or the Local President, or if unavailable their designees, to the Labor and Employee Relations Office at the Second Step of the Grievance procedure within ten(10) workdays of the suspension or discharge. Extensions to this time frame may be granted by mutual agreement of the parties and any request for an extension will not be reasonably denied. Request for extensions will also include an estimated time frame that a grievance will be presented. For the Article, the workdays will not include any days the University is closed (i.e., seasonal days, holidays, etc.), Saturdays, and Sundays.

## USE OF PAST RECORD

**Section 10.06** In imposing any discipline on a current charge the Employer will not take into account any prior minor infractions of which the Employer had knowledge that occurred more than one (1) year previously, or major infraction, that occurred more than two (2) years previously. At the request of the employee, the Employer will remove from the employee's official personnel file those records of disciplinary action(s) which no longer have any force and effect within the progressive disciplinary procedure as set forth in Employer's Work Rules for Bargaining Unit Employees and which was issued as a minor or major infraction. At the request of the employee, the Employer may remove from the employee's official personnel file those records of disciplinary action(s) which are a Class III offense as set forth in the Employer's Work Rules for Bargaining Unit Employees. Time spent on leave of absence of any type or Workers Compensation leave shall not be included in calculating the expiration date of any disciplinary action which may be, or may have been, issued in connection with violations of the University's Attendance Guidelines or Work Rules.

## ABSENTEEISM/TARDINESS

**Section 10.07** In order to realize its high standard of delivering outstanding services in a timely manner, the University and AFSCME Local 3866 have adopted the following policy guidelines for absenteeism and tardiness. These standards are intended to encourage regular and timely attendance to work. With respect to absenteeism/tardiness standards, the University and the Union endorse the concept of preventive counseling.

## COUNSELING

**Section 10.08** Counseling is not a disciplinary action; it is an attempt to resolve attendance problems before they result in disciplinary action. Counseling shall precede initiating progressive discipline for attendance matters. When counseling is needed, the direct supervisor will meet with the employee and his/her Union Steward to explain why there is a need for the counseling session, asking the employee to participate in finding a resolution to the issues discussed. The goal of the counseling is for the employee to understand the importance of being present at work and for the supervisor to have conveyed an expectation that the attendance problem(s) will cease. The counseling session will be documented by the supervisor, with copies to the employee and Union, but no documentation will be placed in the employee's file unless the attendance problem continues.

## ABSENCES

**Section 10.09** An employee shall be deemed excessively absent if his/her absence for work:

1. Cannot be covered by accrued sick time; or
2. Demonstrates a specific pattern – whether covered by accrued sick-time or not – such as missed days immediately before or after holidays, weekends, or pay days; continuing same-day-of-the week absences; and the like.

## TARDINESS/LATE ARRIVALS TO WORK

**Section 10.10** An employee shall be deemed “late for work” if he/she is late to work more than three (3) times in a calendar month.

Employees are required to make proper notification of any late arrival. Employees who arrive at work within an hour after the beginning of their scheduled shift shall have the option to use sick time or take no-pay for the late arrival. If the employee’s tardiness exceeds one (1) hour he or she will be required to use sick time and it will be considered an absence if he or she is unable to cover it with sick time. Employees who arrive at work at any time up through the first four (4) hours past the start of their scheduled shift, may be subject to reassignment conditioned on the operational needs of their work area. Employees, who arrive at work at any time beyond four (4) hours past the scheduled start of their shift will be deemed absent.

Employees who call in late and use their sick time are considered late. Sick time can be used in increments of  $\frac{1}{4}$  (.25) hour blocks.

### PENALTIES FOR EXCESSIVE ABSENTEEISM AND/OR EXCESSIVE TARDINESS

**Section 10.11** Following informal counseling, which shall be documented in a letter to the employee or by a “contact sheet”, the following penalties shall apply:

<b>VIOLATION</b>	<b>PENALTIES</b>
Violation of these Guidelines.	Formal Counseling.
Subsequent violation occurring within one (1) year from the date of the occurrence for which a Formal Counseling was issued.	Written Reprimand.
Subsequent violation occurring within one (1) year from date of the occurrence for which a reprimand was issued.	Three (3) day suspension without pay.
Subsequent violation occurring within one (1) year from date of the occurrence for which a three (3) day suspension was issued.	Termination of employment and loss of seniority.

## **ARTICLE 11 SENIORITY DEFINED AND ITS APPLICATIONS**

**Section 11.01** Seniority shall be on a bargaining unit-wide basis in accordance with the employee's most recent date of hire as a regular employee. If initially employed as a temporary employee, an employee's seniority shall date from his/her most recent date of hire as a regular employee. Except as otherwise provided, no time shall be deducted from an employee's seniority due to absences occasioned by Employer approved leaves of absence, approved vacation, and Employer approved sick or accident leaves. Unit-wide seniority and bargaining unit-wide seniority are synonymous.

**Section 11.02** The Employer will provide to the Union real time access to seniority list on the Business Objects Enterprise ("BOE") system.

**Section 11.03** The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their most recent hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. The same procedure shall be followed with respect to their first name. Where employees have the same name and the same hiring date, they shall appear on the seniority list in order of the last four digits of their social security number, highest first. The seniority list shall also show the classification, pay grade and position title of each listed employee.

## PROBATIONARY EMPLOYEES

**Section 11.04** New employees hired after the ratification of this agreement shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of employment. A probationary employee who was employed in the same position as a temporary employee, immediately prior and continuous with his/her appointment as a regular employee, shall have his/her probationary period reduced by the length of such temporary employment in that position, not to exceed thirty (30) days. This provision will not reduce the days of continuous service for eligibility for benefits as defined below in this section or any other days of continuous service in Section 12.03 or any other provisions of this collective bargaining agreement. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall have seniority within his/her occupation from his/her date of hire. There shall be no seniority among probationary employees. Probationary employees shall not be eligible for group medical, dental, or life insurance until ninety (90) days continuous service.

**Section 11.05** A representative of the Union shall be afforded time to meet new bargaining unit members within the first ninety (90) days of employment as part of the employee onboarding process. Within that time period, the Employer will provide to the Union the new employee's name and job location via email.

**Section 11.06** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; but a probationary employee may be discharged or disciplined for any reason deemed proper by the Employer without recourse to the grievance procedure.

## LAYOFF AND RECALL

**Section 11.07** Except for decreases in the labor force as set forth in Section 11.19 below, when there is a decrease in the work force, temporary employees, then probationary employees in affected classifications will be laid off provided the seniority employees can perform the available work. Thereafter, affected seniority employees must exercise their seniority according to the following order, except as hereinafter provided:

- (1) To transfer into a job vacancy, if any, in the same classification and pay grade within the occupational unit;
- (2) To replace the least senior employee in the same classification and pay grade within the occupational unit;
- (3) To replace the employee with the least seniority within his/her pay grade and within his/her occupational unit;
- (4) To transfer into a job vacancy, if any, in the next

lower pay grade within his/her occupational unit;

- (5) If no such vacancy exists, to displace the employee in his/her occupational unit with the least seniority in the next lowest pay grade, where there is a less senior employee;
- (6) To transfer into a vacancy, if any, in another occupational unit in a classification which does not have a rate higher than the rate of the classification of the displaced employee exercising his/her seniority;
- (7) To displace the employee, if any, with the least seniority in another occupational unit in a classification which does not have a higher rate than the rate of the classification of the displaced employee exercising his/her seniority provided that if there is none, an employee may displace the least senior employee in the lowest pay grade within such occupational unit;
- (8) Be laid off.

**Section 11.08** When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work before new employees are hired. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher rated job and is able to do the work.

**Section 11.09** Any employee who is recalled from a layoff shall be restored his/her seniority including that which he/she otherwise would have acquired during the period of his/her layoff.

**Section 11.10** Notice of recall shall be sent to the employee at his/her last known address by certified mail and regular mail. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall or first attempt of delivery (i.e., Out for delivery by USPS), whichever date is last (date of delivery or first attempt of delivery), he/she shall be considered a quit. The time period for date of delivery of notice of recall (as defined in the previous sentence as “whichever date is last”) will be no more than fourteen (14) calendar days. Extension may be granted by the Employer in proper cases.

**Section 11.11** Any employee exercising his/her seniority under the Layoff or Recall procedures provided above must possess the necessary qualifications for the position of the employee he/she is displacing or the vacant position; such employee may be disqualified from performing such work if it is determined by the Employer during the first twenty (20) days the employee has actually worked in the job that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein may then exercise his/her seniority rights under Section 11.07 above, and the employee displaced will be returned to the job.

**Section 11.12** In applying the procedure set forth above, in no case shall a displaced employee replace an employee who has greater bargaining unit seniority.

**Section 11.13** Employees to be laid off for an indefinite period of time (not including regular scheduled closedowns based upon the Employer's calendar) shall have at least seven (7) calendar days notice of layoff. The Employer will send the Local Union President a list of the employees being laid off on the same date the notices are issued to the employees.

**Section 11.14** For purposes of this section, occupational units shall be designated as Food Service, Maintenance, and Skilled Trades-Maintenance.

#### EXCEPTIONS TO THE LAYOFF AND RECALL PROVISIONS:

**Section 11.15** The layoff procedure provided herein shall not be applicable to Food Service Employees during scheduled closedowns based upon the Employer's calendar (including but not limited to Christmas and winter recess, and summer sessions). During such closedown periods as described above, Food Service Employees will be assigned work within their Food Service District, within their classification and pay grade by seniority. For purposes of this provision only, Dining Commons I and Dining Commons II shall be considered as a single district.

**Section 11.16** Food Service Employees who are on summer release (closedown) or transferred as a result of regular scheduled closedowns during the summer sessions shall be returned to their regular jobs at the beginning of the following academic year, providing such jobs are available.

**Section 11.17** Food Service employees not scheduled to work in Food Service during such scheduled closedowns as defined in Section 11.16 above may bid on available summer jobs online and will be offered available opportunities to work in other departments in bargaining unit jobs for which they qualify. Such work opportunities shall be offered to Food Service employees in order of their seniority. Food Service employees assigned to such work will receive the rate of the job.

**Section 11.18** Food service employees on summer release may apply for available internal vacant temporary positions provided they meet the minimum qualifications for the position

and employer is seeking to fill the position. To be considered for temporary work, summer release employees must apply to the internal temporary pool and include their employee identification number.

**Section 11.19** The Layoff and Recall of laid off employees for temporary assignments shall not be subject to the Layoff and Recall provisions of the contract.

## TRANSFERS

**Section 11.20** If an employee with seniority is transferred to another job classification or department, his/her unit-wide seniority will be carried with him/her as long as the employee remains within the bargaining unit.

**Section 11.21** If and when a department which has been operated at one location is divided so as to work at or out of two (2) or more locations for a period of more than seven (7) days, employees whose jobs are affected will be given the choice of department location on the basis of occupation seniority.

**Section 11.22** The Employer agrees that in any permanent movement of work not covered in Section 11.11 and Section 11.12 above, he/she will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

## VACANCIES

**Section 11.23** Bargaining unit position vacancies, if to be filled, shall be posted on the on-line hiring system for a minimum period of seven (7) calendar days to no more than fourteen (14) calendar days. Employees may elect to sign up to receive email notifications of available posted positions from the online hiring system. The job postings will consist of the position classification, pay grade, department, location, rate of

pay, and work shift. The Employer may temporarily fill the position vacancy during such posting. Selection of the successful bidder for such vacancy will be made not later than the forty-fifth (45<sup>th</sup>) day after the posting period expires, except in extenuating circumstances. Where a job is re-posted, the forty-five (45) day period shall begin anew.

**Section 11.24** The Employer will first make job awards within the bargaining unit available on a seniority basis to its employees within the same classification, same grade and different classification or higher job classification. If there is no same classification, same grade and different classification, or higher classification applicant(s), job awards will be made from the three (3) most senior qualified bargaining unit applicants who possess the necessary qualifications and the demonstrated ability to perform the essential duties for the position under consideration. Each individual candidate is responsible for ensuring within the posting period, that his or her employment record and/or application accurately reflects those job skills, experience, training and other qualifications he or she desires the Employer to consider in evaluating his or her candidacy.

**Section 11.25** The employer will provide the Union President with the following information:

1. A list of all internal job applicants/bidders.
2. A list of bargaining unit members who make up the three (3) most senior qualified bargaining unit applicants/bidders being considered.
3. The name of the successful bidder.

**Section 11.26** Employees desiring consideration for posted positions shall complete the appropriate online application/bid form. The completed application/bid form must be submitted during the timeframe indicated in the position posting. The Employer will not be obligated to accept or otherwise consider a request for promotion or vacancy from an employee who has not completed and submitted the appropriate online

application/bid form within the posting time frame. An employee with a current discipline of two (2) points or more shall be disqualified from bidding until such time as the discipline shall have expired.

**Section 11.27** The Employer shall notify, by email, all Bargaining Unit applicants of the disposition of their applications. Provision of the name and seniority date of the employee awarded the position shall be deemed appropriate notification to candidates not being offered the position.

**Section 11.28** The successful bidder shall be transferred to the posted position within two (2) weeks after he/she is formally notified by the Employer of his/her appointment, provided a replacement is available. The successful bidder must either accept or refuse the position within three (3) calendar days, which includes the day of notification, from the date of the initial offer. An employee who refuses an offered bargaining unit position, or fails to respond to the hiring authority within this time frame shall forfeit his or her right to bid on another bargaining unit position for a period of one (1) year, except where the employee desires consideration for a vacancy with a higher rate of pay, or where the employee works less than full time and is applying or bidding on a full time position.

**Section 11.29** At any time during the first twenty (20) days that an employee has actually worked in a new position, the employee may be returned to his/her former position, if:

- (1) He/she does not possess the ability to perform the duties of the new position, or
- (2) He/she does not desire to remain in the new position. In this case, the employee will be required to submit written notification to his/her supervisor of their desire to be returned to his/her former position. If during said twenty (20) day period, the Employer determines that

the employee is unsatisfactory in the new position he/she shall be transferred back to his/her former position with reasons for the transfer submitted by the Employer in writing to the employee and the Steward of the District. The matter may then become a proper subject for the grievance procedure.

**Section 11.30** When an employee returns to his/her former position pursuant to the above, the Employer may fill the vacated position utilizing any application received through or subsequent to the original posting period.

**Section 11.31** Any new or current employee who is awarded and accepts a position for which he/she has applied or bid shall be barred from applying or bidding on any future vacancy for a period of one year, except where the employee desires consideration for a vacancy with a higher rate of pay or where the employee works less than full time and is applying or bidding on a full time position.

**Section 11.32** During the period he/she is performing the work, an employee will receive the rate of the job he/she is performing.

#### FILLING MULTIPLE VACANT CUSTODIAL POSITIONS

**Section 11.33** When three (3) or more vacant custodial positions exist they may be filled at the Employer's discretion and after notification to the Union. These positions will then be subject to the provisions of ARTICLE 11 above. Vacancies with the following exceptions.

1. Positions will be posted for seven (7) days.
2. The successful bidder must accept or reject a job award within one (1) hour of job award in person notification.
3. Each vacant position will be limited to two (2)

subsequent internal transfers.

4. The successful bidder(s) will move to their new position after the completion of all transfers.
5. Will not be subject to 11.29 timeframes.
6. An employee with a current discipline of two (2) points or more shall be disqualified from bidding until such time as the discipline shall have expired.

It is understood that employees hired under this provision and during the posting process:

- (1) Will have no guarantee that they will remain in the position in which they were hired.
- (2) Could be reduced to part time status.
- (3) Will be subject to shift preference.

#### TEMPORARY UPGRADE

**Section 11.34** If an employee is temporarily assigned to a higher rated classification he/she shall be paid at the higher rate while performing such work. If the employee performs such higher rated work for four (4) or more hours during a workday, he/she shall be paid the rate of such temporary classification or his/her regular rate, whichever is higher, for all hours worked in that day.

#### TEMPORARY TRANSFER

**Section 11.35** When filling a temporary transfer to a higher classification, where qualifications and ability are equal between an external candidate and a bargaining unit member, the Employer will place the bargaining unit member in the temporary transfer position.

**Section 11.36** Where qualifications and ability are equal among bargaining unit members, the Employer will place the most senior bargaining unit member in the temporary transfer position Semi-annually, within the last two (2) weeks of February and August supervisors will canvass eligible employees in their operational area to see if they would like to be considered for temporary transfers or upgrades for the following six months. At the request of the Local President, a copy of this list shall be provided to the Union.

**Section 11.37** When the Employer determines a need to assign an employee to a temporary transfer, or transfer out of the bargaining unit such assignments will be made only from the appropriate Operations Area's current list. A temporary employee may be used to fill the vacancy resulting from the transfer of the bargaining unit employee.

**Section 11.38** Employees who would like to be considered for temporary transfer positions including transfer out of the bargaining unit must have their applications updated on-line on their bid form. If an employee's updated bid form is not on file at the time of an opening the employee will not be considered for a position.

**Section 11.39** For assignments in excess of six (6) months or where the Union believes an assignment has been made in error, the Union may request to meet in Special Conference to discuss and seek to resolve the issue. The decision of the Employer is not subject to grievance.

**Section 11.40** If an employee is transferred to a position under the Employer not included in the bargaining unit for more than one hundred and eighty (180) days and is thereafter transferred again to a position in the bargaining unit, he/she shall not be credited with seniority for purposes of layoff, recall, and promotions for the period of time he/she was in a position not included in the unit, but shall be credited with seniority for such

period for purposes of determining his/her wage rate and his/her eligibility for benefits such as vacation, holidays, sick leave and longevity. The one hundred and eighty (180) day time limit may be extended by mutual agreement of the parties. The protocol for implementing this provision will be in accordance with sections 11.35 thru 11.40.

**Section 11.41** As of the inception of this Agreement, the Operational Areas are defined as:

- (1) Physical Plant (including Housing, Grounds, Trades, Custodial, and Student Center)
- (2) Dining Services
- (3) Intercollegiate Athletics

**Section 11.42** It is understood and agreed that the number and composition of these Operational Areas may change during the life of the Agreement, as determined by the Employer.

#### LOSS OF SENIORITY

**Section 11.43** An employee shall lose his/her seniority for the following reasons:

- (1) He/she quits.
- (2) He/she is discharged and the discharge is not reversed through the grievance procedure.
- (3) He/she retires or receives a pension under the Pension Plan of this Agreement.
- (4) He/she is absent from his/her job for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by

the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.

- (5) If he/she does not return to work within five (5) working days when recalled from layoff. In proper cases, exceptions shall be made; provided, however, an employee who cannot return to work at the time of recall from layoff shall promptly notify the Employer.
- (6) Failure to return to work within the time limits of a leave of absence or an extended leave of absence.
- (7) If laid off for a period of twenty-four (24) months or actual seniority, as of the date of layoff, whichever is less.
- (8) Employees out of the bargaining unit and still employed with the University will lose seniority after twenty four (24) months.

**Section 11.44** Any dispute concerning this section will be a proper subject for the grievance procedure by the filing of a grievance signed by the employee with the University Step Two Representative.

## SHIFT PREFERENCE

**Section 11.45** Shift preference within a classification will be granted on the basis of bargaining unit seniority provided the employee has no discipline of two points or more on his/her record. Upon receipt of a written request from a seniority employee to the departmental director, such employee shall within twenty (20) working days, replace the least senior employee within their classification on the desired shift who has not already been subject to shift displacement within the preceding twelve (12) calendar months provided the affected

employees can perform the work. After exercising such shift preference, such an employee may not exercise his/her shift preference again for a period of one (1) year, nor may he/she be displaced by another employee's shift preference for an identical period of time [one (1) year]. An employee displaced by another employee's exercise of this provision shall not be subject to further displacement under the terms of this provision for one (1) year. Shift preference limitations provided herein are not intended to restrict an employee's right to bid on posted Bargaining Unit vacancies beyond those limitations provided elsewhere in this Agreement.

## SENIORITY OF STEWARDS, CHIEF STEWARDS AND UNION OFFICERS

**Section 11.46** Notwithstanding their positions on the seniority list, District Stewards of the Local Union shall in the event of a layoff or transfer be continued at work as long as there is a job within their district which they are capable of performing and shall be recalled to work in the event of layoff to the first (1st) open job in their district which they are capable of performing.

**Section 11.47** Notwithstanding their position on the seniority list, Chief Stewards of the Local Union who shall be seniority employees working in the bargaining unit, shall in the event of a layoff of any type be continued to work as long as there is a job within their occupational/representation unit which they are capable of performing and shall be recalled to work in the event of layoff to the first (1st) open job in their occupational/representation unit which they are capable of performing.

**Section 11.48** Notwithstanding his/her position on the seniority list the President, of the local union, who shall be a seniority employees working in the bargaining unit, shall in the event of a layoff of any type be continued to work as long as there is a job within his/her bargaining unit which they are capable of

performing provided such individual has direct responsibility for the administration of the contract, and shall be recalled to work in the event of layoff to the first (1st) open job in his/her bargaining unit which he/she is capable of performing.

**Section 11.49** Notwithstanding their position on the seniority list, for the purposes of this Provision the Local President shall be given preference over the Chief Stewards and District Stewards; and Chief Stewards over District Stewards provided such individuals have direct responsibility for the administration of the contract. This provision does not apply to any other bargaining unit employees.

**Section 11.50** The right of the Employer to transfer or reassign an employee within the provisions of this Agreement will not be affected by the fact that the employee is a Steward, Chief Steward or any other officer of the Union, except as otherwise limited by this Agreement.

## **ARTICLE 12    SICK LEAVE**

### **SICK LEAVE**

**Section 12.01** All full time employees are entitled to accrue sick leave benefits on the basis of four (4) hours for each completed two (2) weeks of 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. For the purposes of this Article, completed two (2) weeks of service will include actual hours worked, holidays, seasonal days, vacation, and sick of sixty-four (64) hours of more in order to receive the full four (4) hours accrual. Full time employees who have completed two (2) weeks of service less than sixty-four (64) hours, the four (4) hours will be prorated based on hours paid in that two (2) weeks of service.

Part time (50% or more) employees shall accrue sick leave benefits pro- rated, based upon their percentage of appointment.

**Section 12.02** Working day, for purposes of this section, shall be interpreted to mean any day of the week, provided such day is a scheduled working day for the employee. A work week shall be interpreted to mean any five (5) days of a regular week.

**Section 12.03** Employees shall be eligible for sick leave usage in accordance with the provisions of this Article after completion of ninety (90) days of employment. An employee must have sufficient sick leave time accrued in his/her sick leave bank to cover their absence. Sick leave time cannot be used in anticipation of an accrual.

**Section 12.04** All employees will continue to accrue sick leave credit every two (2) weeks as long as they are on the payroll even though they are absent from duty because of illness or injury provided they have sick time to cover their absence. Employees on leave of absence without pay will not receive any sick leave credit during such leave.

**Section 12.05** Employees with at least twelve (12) months of continuous service, who during the fiscal year use no more than eighty (80) Sick Leave hours, shall, at his/her option, receive a cash payout of twenty –four (24) Sick Leave hours, payable in July of the following year.

**Section 12.06** When an employee who has been separated from the University returns, his/her previous unused sick leave allowance shall be placed to his/her credit upon completion of probation following their most recent date of hire. Employees who resign, retire or are terminated without reinstatement shall not receive credit for any unused sick leave allowance, if rehired.

**Section 12.07** 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 working days in such month for which they are scheduled to receive remuneration.

**Section 12.08** An employee may not use sick leave and concurrently receive benefits from a University authorized disability insurance plan. For a FMLA or a medical leave, an employee may utilize available sick days, vacation days or compensatory time. Sick leave, vacation leave or compensatory time may only be utilized at the beginning of the FMLA or a medical leave and prior to utilization of short term or long term disability. For the birth of a child, the employee may utilize sick days, vacation days or compensatory after the short term disability expires.

**Section 12.09** All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his department absorbs the work or the institution provides a substitute.

**Section 12.10** If an employee elects to use his/her sick leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receive his/her regular earnings, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his/her regular earnings and his/her compensation benefits for each pay period.

**Section 12.11** Each employee, upon returning to work after any absence of three (3) or more days which is chargeable to sick leave benefits, may be required to file with the Benefits Office a physician's statement that the claim of absence for any of the reasons stated above is bona fide. When required by the employee's supervisor or the University Human Resources division, the employee will provide documentation to the

University Human Resources Benefits department. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

**Section 12.12** Whenever an employee has used up all of his/her sick leave credit, he/she will be removed from the payroll until he/she reports back to duty. In those instances where an unpaid absence from work exceeds three (3) days, the employee must secure a leave of absence under the Leaves of Absence provisions of Article 13 prior to the expiration of the three (3) days of unpaid absences.

**Section 12.13** Sick leave utilized by an employee for illness or injury of a member of the immediate family shall be based on the merits of the case and limited by the following provisions:

- (1) 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.
- (2) "Immediate Family" for the purpose of this policy shall be interpreted as husband, wife, additional eligible adult, father, mother, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister in-law, children of a spouse, step-parents, grandchildren, and grandparents.

**Section 12.14** The sick leave record shall be credited with earned sick leave credit bi-weekly and debited periodically as sick leave benefits are used.

**Section 12.15** Upon twenty four (24) hours of advance approval of the supervisor, employees are allowed to use up to four (4) earned sick leave days (32 hours each fiscal year) for personal use. In emergency situations that could not have been foreseen by the employee, the supervisor may grant an

exception to the twenty-four hour advance notice requirement. Advance approval of the supervisor shall continue to be required in all instances.

## **Section 12.16 PAID MEDICAL LEAVE ACT (PMLA)**

Employees who work at least twenty-six (26) hours per week are eligible to utilize up to forty (40) hours of their one-hundred and four (104) accrued annual hours of sick leave as it relates to the Paid Medical Leave Act. Employees can utilize their current accrued allotment of sick leave up to forty (40) hours per year in the following manner:

1. Qualify Reasons to Utilize Paid Medical Leave
  - a. The mental illness, physical illness, injury, health condition, or diagnosis, care or treatment of the same, or preventive care of the employee or the employee's "family member" as defined in number two (2) below.
  - b. Issues related to domestic violence or sexual assault (for example, counseling, getting legal assistance, or getting treatment for injuries) involving the employee or the employee's "family member" as defined in number two (2) below.
  - c. Closure of the employee's workplace or the school of the employee's child by a public official because of a public health emergency, or if the employee or the employee's "family member" is determined by a public official to put others at risk for communicable disease.
2. Qualifying Family Member
  - a. Biological, adopted, or foster child, stepchild, legal ward, or person for whom the employee stands in loco parentis.
  - b. Biological, adopted, or foster parent, stepparent, or legal guardian or person who stood in loco

parentis for the employee when the employee was a child.

- c. Employee's spouse
- d. Grandparent or grandchild of the employee
- e. Biological, adopted, or foster sibling of the employee

New hires will be eligible to utilize their sick leave allotment defined above ninety (90) calendar days of their date of hire. PMLA can be utilized in no less than one (1) hour increments. All proper current procedures for call-ins must be followed at time of use of PMLA. Employees will be allowed three (3) business days to bring in medical documentation. PMLA can be applied towards eligible leaves under EMU current applicable policies. Any accrued unused PMLA balance is forfeited at time of separation from the University. If the law changes, the parties will reconvene to negotiate the changes.

## **ARTICLE 13 LEAVES OF ABSENCE**

### **PERSONAL LEAVE**

**Section 13.01** Leave of Absence up to three (3) months (without pay) may be granted by Human Resources in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for valid personal reasons but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended by the Employer for additional periods not exceeding three (3) months, but the total leave time shall not exceed one (1) year. Seniority shall accumulate during such leave. The position of an employee on leave may be posted at the discretion of management. At the conclusion of a personal leave, an employee eligible to return to work will be placed in his/her former position, provided the position is vacant and the Employer determines a need to fill the position. If the employee is unable to return to his/her former position, as

provided herein, he/she may exercise his/her seniority in accordance with ARTICLE 11 above.

## MEDICAL LEAVE

**Section 13.02** Seniority employees unable to work because of sickness or injury may be granted a medical leave of absence, without pay. For a medical leave, a seniority employee may utilize any sick days, vacation days or compensatory time. Sick leave, vacation leave or compensatory time may only be utilized at the beginning of the medical leave and prior to utilization of short term or long term disability when available. Seniority employees must utilize sick days prior to utilizing vacation days. When short term disability is not available, all rights to sick leave, as provided in ARTICLE 12 above must be exhausted. Leaves of absence for like causes may be extended by the Employer, but the total leave time shall not exceed one (1) year; however, the total length of such leave and any extensions may not exceed two (2) years. Seniority shall accumulate during such leave. An appropriate physician's statement may be required by the Employer in support of a request for a medical leave of absence, extension of leave, or failure to return from a medical leave of absence. When an individual is on a continuous medical leave between eighteen (18) months and two (2) years and the physician's statement or other medical documentation indicates the individual is permanently disabled and/or will not be able to return to work, the University reserves the right to not extend the medical leave. The position of an employee on medical leave may be posted at the discretion of management. At the conclusion of a medical leave, excluding leaves covered under FMLA, an employee eligible to return to work will be placed in his/her former position, provided the position is vacant and the Employer determines a need to fill the position. If an employee is on a FMLA leave he/she will be returned to his/her former position, including location. If the employee is unable to return to his/her former position, as provided herein, he/she may

exercise his/her seniority in accordance with ARTICLE 11 above.

Medical leaves (paid or unpaid) will run concurrent with FMLA. Medical leaves (paid or unpaid) will run concurrent with Workers Compensation. The employer will not require an individual to utilize FMLA while on Workers Compensation. An individual who is disabled and has an active and open claim under the Workers' compensation Act shall be granted a medical leave of absence up to one (1) year under the Medical Leave provision through the University of Human Resources division. An extension for medical leave may be granted up to two (2) years.

## LEAVE FOR UNION BUSINESS

**Section 13.03** Members of the Union elected to Local Union Office, or selected by the Union to do full-time Union work shall at the written request of the Union, given not less than ten (10) working days in advance, receive a leave of absence without pay and without accumulation of seniority for a period not to exceed two (2) years or the term of office, whichever may be shorter. Such leave may be renewed on request of the Union. On conclusion of the leave, the employee shall return to the bargaining unit in the same classification with the seniority held at the time of commencement of the leave.

## UNION EDUCATIONAL LEAVE

**Section 13.04** Leave of absence (without loss of straight-time pay) will be granted upon five (5) days written notice to those educational institutes conducted by the Union. The number will not exceed two (2) employees and the number of working days will not exceed four (4) for each employee in any one (1) calendar year.

## MILITARY LEAVE-SHORT TOURS OF DUTY

**Section 13.05** Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed the normal fifteen (15) days leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his/her military pay is less. If the employee takes military leave during his/her vacation he/she will receive full pay.

## MILITARY LEAVE-EXTENDED SERVICE

**Section 13.06** Upon application, a military leave of absence (without pay) will be granted to employees on the seniority list. This applies to employees who are inducted through membership in the National Guard or reserve component into the Armed Forces of the United States. Seniority shall accumulate during such leave.

## EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

**Section 13.07** Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full-time under applicable federal laws then in effect. Seniority shall not accumulate during such leaves.

## FAMILY AND MEDICAL LEAVE ACT

**Section 13.08** The parties agree to abide by the provisions of the Family Medical Leave Act. The parties will use the fiscal year (twelve month) method for administering the Act.

## MEDICAL DISPUTE

**Section 13.09** In the event of a dispute involving any employee's physical ability to perform his/her job on his/her return to work at the University from layoff or leave of absence of any kind and the employee is not satisfied with the determination of the designated physical of the Employer, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the employee the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee.

## ARTICLE 14 HOURS OF WORK AND CALL-IN-PAY

### REGULAR HOURS

**Section 14.01** The regular hours of work each day shall be consecutive, except for interruptions for lunch and rest periods. Employees who work in the Physical Plant will utilize a time clock at the beginning and the end of each shift. Effective on July 1, 2019, employees who work in Dining Services will utilize a time clock at the beginning and the end of each shift. All members of the bargaining unit who are required to utilize a time clock will utilize the same time clock system.

### WORKWEEK

**Section 14.02** The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations. Notwithstanding any other provision in this Agreement, a manager or supervisor may choose to offer or not offer a four (4) consecutive day, ten (10) hour workweek ("4/10"). Such

decision shall be at the sole discretion of the Employer and shall not be subject to grievance or arbitration. If such workweek is made available, employees within the jurisdiction of the manager or supervisor who is making the "4/10" workweek available may volunteer to work such "4/10" workweek. Thereafter, volunteers will be selected by seniority to fill available openings on such "4/10" workweek. Once assigned to such "4/10" workweek schedule, an employee may, after 30 days on the shift, request to change back to a five (5) day, eight (8) hour workweek. Such schedule reversion will be accomplished in not more than two weeks thereafter, giving due consideration to the need for an orderly transition.

**Section 14.03** Note: From May 9, 2000 through and including June 30, 2002, employees on a Monday through Friday work week as of May 9, 2000 other than those engaged in six- (6) or seven- (7) day or continuous operations will not have their workweek changed provided they remain in the position they occupied as of May 9, 2000. This "grandfather" provision shall not apply to anyone who successfully bids to another position on or after May 9, 2000.

**Section 14.04** Effective May 9, 2000, the Employer may post position vacancies arising from attrition or from the creation of new positions with work weeks other than Monday through Friday inclusive. Thereafter, the Employer may change the work week for that position as needed provided the requisite notice is furnished to the Union in accordance with Section 14.05.

## WORKDAY

**Section 14.05** Eight (8) consecutive hours of work within the 24-hour period beginning not earlier than 5 a.m. shall normally constitute the regular workday except for employees scheduled to work less than eight (8) hours per day or employees scheduled for four (4) ten (10) hour shifts.

## WORK SCHEDULE

**Section 14.06** Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed except after discussion with the Union at least five (5) working days prior to the effective date of the proposed change. Any employee who complains of personal discrimination shall have recourse through the Office of Diversity and Affirmative Action and may have additional recourse through a Special Conference which will be initiated by the Union President who will contact the Director of Labor and Employee Relations in order to schedule the meeting.

**Section 14.07** When the Employer permanently changes and employee's start time to a different shift, the employee may utilize 11.46 Shift Preference. In this case, the one (1) year time periods as it relates to shift preference and disciplinary point restrictions will not apply. For this section only, if you received a shift preference in the past twelve (12) months that shift preference date remains the start of your shift preference protection. You will only have a total of twelve (12) months of shift protection for both shift preferences.

**Section 14.08** When a new start time is added or a permanent change to existing shift schedule(s) in a work area or building, employees assigned to that work area or building, and who are on the same shift as the new schedule, are in the same department and classification specified in the new schedule, shall be offered the new schedule. Where more than one employee has expressed interest in changing to the new start time or schedule, the senior employee will be so assigned.

**Section 14.09** Notification and discussion for the purpose of this provision shall be as follows:

- (1) Changes which affect a single representational district - District Steward.
- (2) Changes which affect two (2) or more representation units – Local President or his designee.

## CONTINUOUS OPERATIONS

**Section 14.10** Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or six (6) or seven (7) days a week. Employees within the Heating Plant who are required to stay until such time as relief arrives pursuant to 14.11 and is not scheduled in advance will be paid one (1) hour of straight as compensation. All hours worked after their regular shift will be paid at a rate of one and one half (1.5) their regular rate.

An employee within the Heating Plant and who are called on and are available to start work early to relieve another employee pursuant to 14.10 and is not scheduled in advance will be paid one (1) hour of straight as compensation for accepting to start their shift early. All hours worked before their regular shift will be paid at a rate of one and one half (1.5) their regular rate.

**Section 14.11** Employees engaged in continuous operations (i.e. the Heating Plant) shall not leave their work station until such time as relief arrives, subject to the limitation that such employees shall not be required to remain on the job longer than four (4) hours beyond an assigned shift.

## REST PERIODS

**Section 14.12** The work schedules of all employees shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest periods of employees other than bus

drivers shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. The rest periods of bus drivers shall be taken as trip schedules permit. Employees who for any reason are scheduled to work for more than one (1) hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work such overtime. In addition, they shall be granted a fifteen (15) minute rest period after two (2) hours of overtime if they are scheduled to continue work thereafter.

**Section 14.13** If an employee is scheduled to work sixteen (16) consecutive hours, he/she shall receive an unpaid fifteen (15) minute lunch period after eight (8) hours in addition to the paid fifteen (15) minute rest period at that time, and shall receive usual rest periods and meal periods during the second eight (8) hours.

## MEAL PERIODS

**Section 14.14** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The lunch period shall be without pay except in the case of employees working in twenty-four (24) hour operations who will eat lunch during working hours.

## CLEAN-UP TIME

**Section 14.15** Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Employees working overtime will receive a ten (10) minute clean-up period at the end of the overtime work in lieu of regular clean-up time.

## CALL-IN PAY

**Section 14.16** An employee reporting for emergency duty at the Employer's request for work not scheduled in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay at the rate of time and one-half. An employee who reports for scheduled work without being notified not to report will be given a minimum of three (3) hours work, or at the option of the Employer, will receive three (3) hours pay at his/her regular straight time rate plus shift premium if applicable, unless work is not available because of power failure, Act of God or other cause beyond the control of the Employer.

## ON-CALL PAY AND PARAMETERS

**Section 14.17** On call assignments shall be no more than seven (7) days in duration with a seven (7) calendar day break between assignments including a consecutive Saturday and Sunday. Exceptions can be made with agreement between the parties. For purposes of this clause, it is determined that two (2) weeks after fall semester move-in, there will be two (2) employees on-call for the period of two (2) weeks from the following shops: (a) locksmith/carpenter; (b) plumbers; (c) elevator; (d) electricians; (e) fire protection; and (f) HVAC.

**Section 14.18** When an employee is called in during off hours the employee will automatically be granted up to five (5) hours of paid administrative leave so that the employee will have eight (8) hours of off time starting from their punch out time before reporting for their next scheduled shift. If the employee's punch out time is within three (3) hours of their next scheduled shift the employee may opt to start that shift immediately and work their scheduled amount of hours.

**Section 14.19** Issues and concerns regarding this provision will first be addressed in a Special Conference or Labor/Management meeting. If the issue is not resolved in one of these forums the union may utilize the grievance procedure.

**Section 14.20** On-call will not be used to circumvent Article 23 Overtime and Equalization of Overtime for schedulable overtime work.

**Section 14.21** Compensation for on call assignments shall be one (1.0) hour of straight time per day Monday through Friday while on call. Compensation for on call assignments shall be one and one half (1.5) hours of straight time per day Saturday and Sunday while on call. Failure to respond to a call for an on call assignment will result in not receiving pay for that on call occurrence. This compensation includes carrying a communication device while on call. Employees designated as on call during Holidays defined in 30.01, seasonal days scheduled by the Employer, and Energy Savings Days mutually agreed to, shall receive three (3) hours of straight time as compensation for the on call assignment.

## **ARTICLE 15 SHIFT DIFFERENTIAL AND HOURS**

### **SHIFT HOURS**

**Section 15.01** The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:30 p.m. The second shift is any shift that regularly starts on or after 12:30 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

### **SHIFT DIFFERENTIAL**

**Section 15.02** Employees assigned to work the second or third shift shall receive, in addition to their regular pay, a premium of sixty five cents (65) cents and seventy five (75) cents per hour,

respectively. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

## **ARTICLE 16    UNSCHEDULED CLOSEDOWNS**

**Section 16.01** When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God or other causes beyond its control, employees notified not to report for work, and employees not having been notified of the closedown who report for work and are later sent home, 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 unable to work by reason of the Employer's closedown. 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.

**Section 16.02** During unscheduled closedowns certain designated personnel (e.g. heating plant employees, physical plant maintenance employees, food service employees or other employees) within the specific areas of the University subject to the closedowns are required to report for work, dining service employees may be required to work if students are on campus. Employees so required to work and who do work 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. Hours worked in excess of eight (8) hours as above provided shall be compensated as elsewhere provided by this Agreement. Employees directed to work during an unscheduled closedown who fail to do so, shall be ineligible for compensation pursuant to this provision and will not be disciplined. Additionally, those employees failing to report when required will have the choice to use accrued sick leave or

“no pay”.

**Section 16.03** In the event of a temporary closedown and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by 6:00 a.m. through the following media:

EMU Information (734.487.1849)

WEMU (89.1 FM)

WJR (760 AM)

WWJ (950 AM)

WAAM (1600 AM)

The University website closure page, emergency text alerts, as well as other radio and television stations.

## **ARTICLE 17    RIGHTS OF THE EMPLOYER**

**Section 17.01** All management rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, process and means of performing any and all work, the control of the property and the composition, assignment, direction, and determination of the size of its working forces;
- (2) the right to determine the work to be done by employees in the unit;
- (3) the right to change or introduce new or improved operations, methods, means or facilities;
- (4) the right to hire, schedule, promote, demote, transfer,

release and lay off employees; and the right to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

**Section 17.02** None of the above rights or functions of the Employer shall be exercised in a manner inconsistent with the terms of this Agreement nor shall any of these rights or functions be used to detract from rights expressly and clearly given to the Union by the terms of this Agreement.

## **ARTICLE 18   STRIKES AND LOCKOUTS**

**Section 18.01** The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott. The Employer agrees during the same period there will be no lockouts. In the event of such a violation, the Employer shall notify the Union.

**Section 18.02** Immediately upon receipt of such notice, the responsible Union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:

- (1) their action is in violation of the Agreement, subjecting them to discharge or discipline;
- (2) the Union has not authorized the strike, slowdown, or suspension of work and does not approve or condone it and;
- (3) the Union instructs the employees to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for

in the Agreement.

**Section 18.03** In the event individual employees or groups of employees instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott, the Employer shall have the right, at its discretion, to discipline or discharge such employees. However, it is understood and agreed that the question as to whether an employee's conduct is such as described by this section may be processed under the grievance procedure, provided a written grievance is presented at Step Two within ten (10) working days after the date upon which the employee was discharged or disciplined.

## **ARTICLE 19    UNION BULLETIN BOARDS**

**Section 19.01** The Employer will provide enclosed bulletin boards which shall be lockable at the following locations:

- (1) Custodial Time Clocks at Physical Plant and Central Ops
- (2) Commons (DC1)
- (3) Cross Roads (DC3)
- (4) Student Center (Dock Office)
- (5) Eastern Eateries (DC2) – Union to provide bulletin board
- (6) Heating Plant
- (7) Halle Library
- (8) Convocation (Operations Office)

**Section 19.02** These bulletin boards may be used by the Union for posting notices of the following types:

- (1) Notices of Union recreational and social events.
- (2) Notices of Union elections.
- (3) Notices of results of Union elections.

- (4) Notices of Union meetings, conferences, conventions, institutes, etc.
- (5) Official correspondence relating to union activities.

**Section 19.03** It is understood that such notices shall not be derogatory or inflammatory.

**Section 19.04** The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the President of the Local Union will be advised by the Labor and Employee Relations Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

## **ARTICLE 20    TRAINING AND DEVELOPMENT                     OPPORTUNITIES**

**Section 20.01** The Employer and the Union reaffirm their commitment to increase productivity, upward mobility and general employee development through educational and training opportunities.

**Section 20.02** The University intends to continue its practice of publishing training opportunities as widely as practical within the appropriate operating units. Individuals selected for training will be based upon qualifications, performance and the needs of the department giving due consideration to seniority.

### **VOCATIONAL TRAINING REIMBURSEMENT**

**Section 20.03** The parties recognize that both the University and individual employees may benefit from off-duty vocational training that is directly related to skills and abilities needed in an employee's present job assignment.

**Section 20.04** To the extent the University may, in its sole and exclusive discretion, elect to fund and make such self-development opportunities available, eligible employees shall be reimbursed for the full tuition cost of up to three (3) credit hours per semester at Washtenaw Community College, Wayne County Community College, and Jackson Community College or such other institutions as may from time to time be approved by the University. This program covers tuition only. Registration and other incidental fees and expenses shall be borne by the employee.

**Section 20.05** An employee shall be eligible for vocational training reimbursement if he/she satisfies the following terms and conditions:

- (1) The employee must be a seniority employee in the bargaining unit prior to the first day of classes of the semester for which he/she plans to register.
- (2) The employee shall not have a current discipline(s) of two points or more on file.
- (3) The employee must present evidence to the Employer's Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll in the courses for which vocational training reimbursement is being requested.
- (4) The employee must submit a completed vocational training application to the Employer not less than five (5) working days prior to the last day of registration. This application must describe the job related nature of the instructional training and be signed and approved by the employee's Department Head or Manager. Upon verification of eligibility, and the availability of funds, a signed vocational training reimbursement form will be issued to the employee

by the Employer. An employee must allow twenty-four (24) hours for approval prior to picking up the tuition reimbursement form. Upon submission by the employee to the Employer of the approved vocational training form and evidence that the employee has satisfactorily completed the course, the Employer will issue a reimbursement check.

**Section 20.06** Note: Failure to submit a completed application within the timelines provided forfeits the employee's eligibility for that semester.

**Section 20.07** The employee must take courses during non-working hours.

## **ARTICLE 21 NEW JOBS**

**Section 21.01** The Employer and the Union 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 in APPENDIX B - WAGE RATES EFFECTIVE

**Section 21.02** In such event, the Employer changes a classification description or creates a new job in the Bargaining Unit which is not covered by an existing classification, the Employer shall notify the Union and provide a copy of the official classification description of the new or revised job and pay grade prior to posting via email to the AFSCME Local 3866 President, Vice President, Treasurer, and Recording Secretary. The Union will establish an email group for the Employer to send the notification. The subject line of the email message shall state New and/or Revised Class Spec. The Union will have five (5) working days from the date the email notification is sent to review the job classification. If requested, the Employer shall meet in a Special Conference with the Union (not to exceed three (3) persons) within five (5) working

days from meeting request to discuss the said classification and negotiate the pay rate. The Employer will not proceed with the interview process until after the Special Conference has been held. If no notification is received from the Union the Employer will consider the change mutually agreed upon. The time frames above may be extended upon mutual agreement, and any request will not be unreasonably denied. Pending the outcome of the negotiation between the Employer and the Union (if requested) as herein above provided, any person hired or assigned to work in a new or revised job shall be paid at the rate determined by the Employer.

## **ARTICLE 22 WORK OF SUPERVISORS AND FOREMEN**

**Section 22.01** Supervisors and Foremen shall not perform work of any job classification of the Bargaining Unit. It is however, understood that under emergency conditions when regular employees are not immediately available, supervisors and foremen may perform bargaining unit work.

**Section 22.02** Alleged violations of this Article will be brought to the Employer's attention. Upon the Union President's written request a Special Conference will be convened to discuss the incident.

**Section 22.03** Also, it is understood when it is necessary to test, demonstrate, or instruct employees in the use of new materials, or new methods of operation, or when operational difficulties are encountered, supervisors and foremen may perform bargaining unit work.

## **ARTICLE 23 OVERTIME AND EQUALIZATION OF OVERTIME**

### **OVERTIME**

**Section 23.01** Time and one-half the regular straight time rate

will be paid for all hours worked in excess of forty hours in an employee's work week. Preapproved absences will count as hours worked, this includes vacation, sick personal and holidays. Paid sick leave will count as hours worked.

**Section 23.02** Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

**Section 23.03** In no case shall premium pay be paid twice for the same hours worked.

## EQUALIZATION OF OVERTIME

**Section 23.04** Overtime hours shall be divided as equally as possible among eligible full time employees in the same classifications in their District. An up-to-date list showing overtime hours will be given to the Local President each month. On July 1 of each year, all employees shall start from zero overtime hours. An eligible employee is one who has signed the overtime availability list established by the Employer. Employees who decline to sign the overtime availability list shall not be subject to overtime assignment unless there are insufficient employees on the list to complete the assignment. The overtime availability list will be updated every February 1 and August 1. At that time, employees not previously on the list may sign the list, unless prohibited by action of Section 23.08 below.

**Section 23.05** Whenever scheduled overtime is required, the eligible employee with the least number of overtime hours in that classification within their District will be called first and so on down the list of eligible employees in an attempt to equalize the overtime hours. Eligible employees in that classification outside the District will be called if there is a shortage of eligible employees in that classification within District. Eligible employees in other classifications may be called if there is a

shortage of eligible employees in the classifications needed. In such cases, they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. It is understood that the Employer need not call in an employee for overtime under this provision rather than continue the shift of an employee already at work.

**Section 23.06** When an employee is assigned a task during his/her regular work hours and is not able to complete the task, the assigned employee will be given first consideration to continue working to complete the task, if it is deemed necessary by the employer. Any hours worked by an employee beyond their normal shift shall be counted for purposes of overtime equalization.

**Section 23.07** For purposes of this equalization provision, overtime does not include hours worked when an eligible employee is called in for emergency duty not scheduled in advance and not continuous with the employee's regular work period.

**Section 23.08** For the purpose of this clause, when an eligible employee declines an overtime assignment or is unavailable for the assignment the employee will be charged the average number of overtime hours of the employees working during that overtime period. An eligible employee who declines an overtime assignment five (5) times during an eligibility period, as specified in Section 23.04, above, will be removed from the current overtime assignment list and for the following eligibility period. An eligible employee who accepts an overtime assignment, and who fails to report for that assignment, will be charged 2 1/2 (two and one-half) times the hours actually worked by the employee(s) who completes the overtime assignment, or 2 1/2 (two and one-half) times the hours that were scheduled for such overtime assignment in the event no one is assigned to complete the work. An eligible employee who fails to report for the overtime assignment and also fails to

call in (i.e., a "no call/no show") will be assessed the 2 1/2 (two and one-half) times penalty, and will be subject to appropriate disciplinary action. An eligible employee who, twice within an eligibility period accepts and fails to report for an overtime assignment will have his/her name removed from the overtime availability list for the current and the following eligibility period, as provided in Section 23.04 above. When the employer determines that overtime will be offered on two (2) consecutive days (for example 8 hours each day) and that the employee must be available to work both days, an employee who refuses such overtime will only be charged with eight (8) hours and have it treated as one refusal.

**Section 23.09** When the employer determines that overtime will be offered on two (2) consecutive days (for example eight (8) hours each day) and that the employee must be available to work both days, an employee who refuses such overtime will only be charged with one day of overtime (for example eight (8) hours) and have it treated as one refusal.

**Section 23.10** Employees when signing the overtime availability list will have the option to elect if they would like to be called to receive overtime when on vacation leave. Employee will not be charged for refusal or hours of overtime while on vacation. In order not to be charged for refusal of overtime, the employees must communicate to their supervisor and/or the individual who calls them for overtime that they are on pre-approved vacation.

**Section 23.11** If an eligible employee is not called for overtime work in accordance with this clause he/she shall be given the next scheduled overtime available when that employee is available.

**Section 23.12** New hires, employees returning from leave of absence, employees returning to the bargaining unit from assignment outside the bargaining unit, employees returning

from temporary assignment and employees who change classifications or transfer will be given opportunity to sign the overtime availability list on February 1 and August 1 and will be charged with the average number of overtime hours that exist in the new classification and/or district on the day they were reclassified or transferred, or otherwise enter the new classification and/or district. In addition, an employee rejoining the overtime list will be charged with the averaged number of overtime hours that exist in the district on the day they rejoined the list.

**Section 23.13** When the Employer attempts to contact the employee by telephone to schedule overtime, and an employee does not answer a call, if possible, the Employer will leave a voicemail. If the Employee responds to the voicemail, there is no guarantee that the overtime was not accepted by another employee.

**Section 23.14** Eligible employees in other districts may be called if there is a shortage of eligible employees in the district where overtime work is required by the Employer. When using other districts, eligible employees will be called on the basis of the most senior employee with the least hours of overtime in their classification. Employees will not be charged hours or refusal for declining out of district overtime.

**Section 23.15** For purposes of this Article, FM10/FM10\* Custodian/Housekeeper Group Lead and Special Projects Crewperson classifications will be treated as a FM06/FM06\* Custodian when equalizing overtime.

## OVERTIME WORK FOR STEWARDS

**Section 23.16** During scheduled overtime periods involving three (3) or more employees in the same district, the District Steward, or Alternate District Steward if the District Steward is not available, shall be notified and scheduled to work as one

(1) of the three (3) or more employees, provided, however, that the District Steward or Alternate District Steward is capable of performing the work so scheduled by the Employer. Any wage rate adjustments necessitated pursuant to this provision shall be in accordance with the temporary transfer provisions of this Agreement.

## CONTINUOUS HOURS

**Section 23.17** Employees who work a total of fourteen (14) continuous hours, and is scheduled to work the following day, may request to change his/her starting time for the following day for up to a maximum of two (2) hours. The employee must seek and receive prior approval from the Supervisor/Foreman for all such changes. The employee shall receive up to a maximum of two (2) hours paid administrative leave to cover the absence. Any dispute arising out of a denial of a request or the application of this provision shall not be subject to appeal in the grievances procedure. Issues and concerns regarding this provision will be addressed in a Special Conference or Labor/Management meeting.

## ARTICLE 24 RULES, POLICIES, REGULATIONS AND REQUIREMENTS

**Section 24.01** The Employer has the right to make and modify rules, policies, regulations and requirements. However, no such rule, policy, regulation or requirement, or modification thereof, shall be contrary to the clear and express terms of this Agreement, nor shall any such rule, policy, regulation or requirement be administered to detract from rights expressly and clearly given to the Union by the terms of this contract.

**Section 24.02** In the event that the application of rule, policy, regulation or requirement results in disciplinary action, or other action, whether such action resulting from application of the rule, policy, regulation or requirement was for cause or was

arbitrary and capricious shall be subject to the grievance and arbitration procedures.

## **ARTICLE 25 JURY DUTY**

**Section 25.01** Seniority employees shall be excused from work and suffer no loss of pay when performing Jury Duty service. An employee is expected to report for regular University duty when temporarily excused from attendance at court. This shall not apply to persons who volunteer for Jury Duty.

**Section 25.02** An employee who does not lose time from his/her regular schedule of work, but who has performed Jury Duty service within the twelve (12) hour period immediately before the beginning of his/her shift may, at his/her request, have an amount of time off work equal to the time he/she was required to spend in court during that twelve (12) hour period not to exceed eight (8) hours.

## **ARTICLE 26 FITNESS FOR DUTY**

**Section 26.01 Responsibility.** Employees are responsible for reporting to work physically, psychologically, and emotionally fit to perform the essential duties and responsibilities of their position.

**Section 26.02 Authorization.** When the Employer has cause to believe that an employee is in an unfit physical, psychological or emotional condition, supported by two (2) trained University Human Resources personnel, the employee will be required to undergo examination or testing by an employer-selected medical professional for purposes of evaluating his/her fitness for duty. This exam should be limited to the issue in question. Prior to the exam, the Director of the Labor and Employee Relations Office must authorize the Fitness For Duty request. Should an employee refuse to submit to the examination, such refusal shall subject the employee to

disciplinary action.

**Section 26.03 Pay.** An employee required to undergo examination or testing on duty time shall not suffer a loss in pay. At the discretion of the Employer, the employee may be placed on administrative leave with pay pending the outcome of the examination and review of the medical report.

**Section 26.04 Challenge Fitness for Duty.** Should the employee wish to challenge the employer's fitness for duty examination, he/she shall submit medical documentation to the employer of their fitness for duty.

**Section 26.05 Third Party Medical Professional.** Where the medical opinions of the Employer's professional disagrees with the medical opinion of the employee's professional, the two (2) medical professionals shall agree on a third impartial medical professional who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of fitness for duty. The expense of the third opinion shall be borne by the Employer. If the third medical professional finds the employee fit for duty, the Employer shall pay the employee for all lost time, return the employee to the identical job with the same responsibilities and status that they previously held before the fitness for duty exam took place.

**Section 26.06 Notice.** All such requests for examination shall include the following notice to the examiner:

- (a) "The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, do not provide any genetic information when responding to this request for medical information. 'Genetic information' as defined

by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services."

**Section 26.07 Unfit for Duty.** If, as a result of such examination, the employee is found to be unfit for duty, the employee will be placed on leave of absence in accordance with the collective bargaining agreement.

**Section 26.08 Medical Evaluation.** If requested by the employee, the employer shall provide a complete copy of all medical evaluation to the employee. The selected medical professional may be responsible to provide any and all continuing medical leave, support, paperwork, etc., to the Employer and insurance company to continue the medical leave or payment of benefits if the employee's doctor refuses to comply. After the third medical opinion and any time during the medical leave or period, should the employee's medical condition change to allow for the employee to return to work, the employee must provide from the treating physician a Statement of Ability to Return to Work. Any employee returning to work may be subject to the medical leave section of the CBA before returning.

**Section 26.09 Medical Reports.** All medical reports will be treated as confidential and meet or exceed all HIPAA regulations.

**Section 26.10 Unable to Work.** For employees who were found to be unfit for duty and placed on a medical leave, the Benefits Office will review their status every three (3) months. If after six (6) months, it is determined by a medical doctor that

the employee cannot return to work, the employee will be released from EMU.

## **ARTICLE 27 STUDENT EMPLOYEES**

**Section 27.01** It is recognized by the Union that it is the policy of the Employer to provide jobs for students to assist them in obtaining an education. The Employer will not increase student work hours to deprive regular employees on the Employer's payroll of their regularly scheduled work. Students shall not displace or replace a bargaining unit employee.

## **ARTICLE 28 COMPENSATION**

### **WAGE ADJUSTMENTS**

**Section 28.01** Effective July 1, 2019, 2.0 % across the board increase. Employees on active payroll as of July 1, 2019 will receive a one-time bonus of Five Hundred (\$500.00) Dollars no later than August 31, 2019 or sixty (60) days after ratification of agreement, whichever date comes last. Employees who elect to participate in the Voluntary Early Retirement Incentive Plan will not be eligible for the Five Hundred (\$500.00) Dollars one-time bonus. The Five Hundred (\$500.00) Dollar lump sum bonus will be paid no later than August 31, 2019. For those employees who are not on active payroll because they are on workers compensation or leaves of absence or dining services summer release closedown, the lump sum will be paid when the employee returns to active payroll.

**Section 28.02** Effective July 1, 2020, 2.0% across the board increase. Employees on active payroll as of July 1, 2020 will receive a one-time bonus of Two Hundred Fifty (\$250.00) Dollars no later than July 31, 2020. For those employees who are not on active payroll because they are on workers compensation or leaves of absence or dining services summer release closedown, the lump sum will be paid when the

employee returns to active payroll.

**Section 28.03** Effective July 1, 2021, 2.0% across the board increase.

**Section 28.04** Except as provided elsewhere in this Agreement, all employees shall be hired at the effective probationary wage rate for his/her job classification as provided in Appendix B, which rate shall not thereafter be changed until the employee completes probation. Upon completion of probation, the employee shall be advanced to the Step 1 level of the salary schedule that is then in effect until the completion of one calendar year's employment. Upon the completion of one (1) calendar year's employment, the employee shall be advanced to the Step 2 level of the salary schedule that is then in effect. Thereafter, on each anniversary of the employee's date of hire, the employee shall be advanced to the next higher step of the salary schedule that is then in effect for his or her job classification. At the Employer's sole discretion, an employee hired into skilled trades or other bargaining unit position may be hired at any step in the wage schedule, provided that any seniority bargaining unit employee in the identical classification who is at a wage rate below the wage rate of the newly hired employee will have his/her wage rate increased to the rate of the newly hired employee. The exercise of this discretion shall not preclude the Employer from hiring future employees at any Step in the salary schedule.

## **ARTICLE 29 VACATION**

**Section 29.01** Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:

- (1) 3.6923 hours every completed two (2) week period for the first twelve (12) months of continuous service. (12 days per year)

- (2) 4.6154 hours every completed two (2) week period for the thirteenth (13th) month through the ninety-sixth (96th) month of continuous service. (15 days per year)
- (3) 5.5385 hours every completed two (2) week period for the ninety-seventh (97th) month through the one hundred thirty-second (132nd) month of continuous service. (18 days per year)
- (4) 6.1538 hours every completed two (2) week period for continuous service for the one hundred thirty-third (133rd) month and for any month of continuous service thereafter. (20 days per year)

**Section 29.02** 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 deemed to have worked more than fifty (50) percent of his/her regularly scheduled work days (based on the Employer's payroll system).

**Section 29.03** If an employee is terminated prior to completing his/her twelve (12) months of continuous service, he/she shall automatically forfeit all accrued rights to a vacation with pay. Such an employee may be permitted to use his/her accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he/she shall sign a form provided by the Employer stating that if his/her employment shall be terminated prior to the completion of twelve (12) months of continuous service, he/she shall reimburse the Employer for vacation pay received and shall authorize the Employer to deduct that amount of money from his/her final pay check. If an employee is terminated after having completed twelve (12) months of continuous service, he/she shall be entitled to receive all vacation rights accrued to the date of his/her termination.

**Section 29.04** The vacation pay of an employee (including regular part-time employees) will be based on the number of hours he/she regularly works and will be computed on the basis of the rate of pay he/she is earning, excluding any shift premiums, at the time he/she takes his/her vacation.

**Section 29.05** Vacation pay will be paid to the employee at the time he/she takes his/her vacation and on the regular pay day.

**Section 29.06** Giving due consideration to an employee's request(s) for vacation, all vacations shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. To the extent possible, prompt responses will be made to vacation requests. When there is a conflict between employees over the choice of dates for vacations, the employee with the greatest seniority shall be given preference. Vacations shall not be taken for less than two (2) hours at a time. The vacation period shall commence on July 1 of each year and end on the following June 30 of each year. Vacation leaves cannot be accumulated. Any vacation rights accrued as of June 30 of each year must be taken during the immediately following vacation period and any employee who fails to take his/her vacation within that period shall forfeit all rights to such vacation time with the following exceptions:

- (1) If an employee is unable to take his/her vacation during the appropriate vacation period because the Employer's work needs prevent it, he/she may be allowed to work and be paid his/her accrued vacation pay in lieu of taking time off for vacation.
- (2) If it is to the mutual convenience of the Employer and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he/she has earned at any time during the year in which it is accruing.

**Section 29.07** Vacation schedules shall be set up by the Employer so as to permit the continued operation of all of the Employer's facilities and functions without interference.

**Section 29.08** An employee who is on vacation and is scheduled to return to work immediately following vacation, who becomes ill or is injured for a period of five (5) days or more, shall be eligible for sick leave benefits if the employee qualifies under Sick Leave instead of continuing on vacation leave, provided he/she notifies Human Resources not later than the first (1st) work day after the end of the vacation period. The provisions of Article 12 Sick Leave paragraph 7 shall be applicable.

## **ARTICLE 30 HOLIDAYS**

**Section 30.01** All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday may fall, at the regular rate of pay, exclusive of shift differential: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the first working day after Thanksgiving Day, Christmas Day, the day before or after Christmas, New Year's Day, the day before or after New Year's, and Good Friday. The Employer shall have the sole right to determine whether the day before or after Christmas and New Year's shall be observed as the holiday.

**Section 30.02** Any of the above holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall on a Saturday shall be celebrated on Friday before the holiday or Monday after the holiday, whichever the Employer shall select as being the least disruptive of services. In such cases, the day worked shall not be considered the holiday for those working.

**Section 30.03** To be eligible for holiday pay, an employee must work the last scheduled work day before and the next scheduled work day after the day of the observance of the holiday, unless he/she has an excused absence, or is on vacation leave; provided, that employees not on the payroll for the week in which the holiday is observed shall not receive compensation for that holiday. An employee who calls off sick the day before or the day after a holiday excessive times, the employee may be required to provide medical documentation to University Human Resources to confirm their absence was due to medical issues. Failure to provide documentation could result in no pay for the holiday.

**Section 30.04** Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

**Section 30.05** 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.

**Section 30.06** Full and part time employees will have their schedules adjusted to ensure they receive holiday pay.

## **ARTICLE 31 LONGEVITY PAY**

**Section 31.01** All employees covered by this Agreement who are on the Employer's active payroll as of July 1 of any year shall be entitled to receive longevity pay for the length of continuous service with the Employer according to the following rules and schedule of payment. Employees hired after September 8, 2014 will no longer be eligible for longevity.

**Section 31.02** Longevity pay shall be based on an employee's continuous service with the Employer 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.

**Section 31.03** For purposes of this section, continuous service means service calculated from the employee's last hiring date in accordance with the following provisions:

- (1) Continuous service shall be broken by:
  - (a) Quit
  - (b) Discharge
  - (c) Termination due to a reduction of employees or other reason.
- (2) Ten (10) month employees shall not suffer a break in continuous service by reason of their employment only during the Employer's academic year provided they return to work upon commencement of the immediately following academic year.

**Section 31.04** Employees absent from work due to layoff, physical disability, or authorized sick leave or 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 Employer's active payroll.

**Section 31.05** An employee who is not on the "active payroll" on July 1 of any year as a result of a work-related injury for which they have received worker's compensation, shall be eligible to receive longevity pay for that year. Employees shall not be eligible to receive longevity pay in subsequent years without returning to active duty.

**Section 31.06** Following the completion of six (6) years of continuous service by July 1 of any year and continuing in subsequent years of such service, if eligible pursuant to

Section(s) 31.01, 31.03 and 31.04, each employee shall receive annual longevity payments as provided in the schedule.

**Section 31.07** To be eligible for longevity payments subsequent to the first (1st) payment, an employee must have completed continuous full-time service equal to the service required for original eligibility plus a minimum of one (1) additional year of such service for each payment.

**Section 31.08** Payments to employees who become eligible on July 1 of any year shall be due the subsequent December 1. For employees who begin a leave of absence prior to July 2<sup>nd</sup>, the employee must return to active payroll in order to receive longevity for that year. Employees shall not be eligible longevity pay in subsequent years without returning to active duty.

**Section 31.09** Longevity pay shall be based on the following schedule:

#### CONTINUOUS SERVICE ANNUAL LONGEVITY PAY

A) 6 or more and less than 10 years	2% of annual wage
B) 10 or more and less than 14 years	3% of annual wage
C) 14 or more and less than 18 years	4% of annual wage
D) 18 or more and less than 22 years	5% of annual wage
E) 22 or more and less than 26 years	6% of annual wage
F) 26 or more years	8% of annual wage

## **ARTICLE 32 HOSPITALIZATION/MEDICAL COVERAGE**

**Section 32.01** 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 (91) day of employment.

**Section 32.02** Effective January 1, 2017 employees shall have the option of participating in the Preferred Provider Organization (PPO5), Health Maintenance Organization (HMO) or Health Savings Account eligible PPO health plans with benefits as described in each plan design. The prescription drug coverage plan is also found in the Health Care Options Booklet and within each plan design.

**Section 32.03** Participants in the University's health insurance plans are required to make cost-sharing contributions for the plan of their choice in addition to any applicable deductibles and copays. Employee cost-sharing information for each plan is found in Appendix G, Healthcare Plan Design and Cost Share Table. The health insurance plan rates change in January 2020, 2021 and 2022.

**Section 32.04** 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 Employer provided health insurance plan becomes the primary health insurance carrier.

**Section 32.05** Medicare becomes the secondary health carrier for active employees who are age 65 and over.

**Section 32.06** To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office

within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period.

**Section 32.07** Employees hired on and after the date this agreement is ratified by the Union and the University shall not be covered by these medical benefits until the employee has completed his/her 90th day of service to the University.

**Section 32.08** Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, divorce, birth, and adoption) by contacting the Benefits Office and completing the appropriate change forms. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefits plan until such time as he/she enrolls them and makes proper application during an open enrollment period. Failure to timely remove former spouse may result in COBRA (Consolidated Omnibus Budget Reconciliation Act) ineligibility.

**Section 32.09** In accordance with Section 32.03 above and provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible dependent children under twenty-six (26) years of age, at a cost not to exceed the applicable cost for single person, two (2) persons, family with three to four (3 to 4) individuals or family plus (greater than four (4) individuals) benefits. 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 and will be eligible for secondary coverage with the University. Effective January 1, 2021, 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.

**Section 32.10** For employees enrolled in the University's health insurance plans the cost sharing provisions for these options 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 addition, if the employee is receiving long-term disability benefits as provided in ARTICLE 36 below, the cost sharing provisions of these options still apply the first three (3) months the employee is receiving said benefits. The employee will be responsible for the cost-sharing of health insurance benefits. The cost sharing provisions of this option will still apply beyond the above periods as set forth in Section 32.11(5) below. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his or her benefit costs for the period that they are no longer on the active payroll.

**Section 32.11** Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:

- (1) to employees who, voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;
- (2) to surviving spouses and dependents upon the death of an employee;
- (3) to spouses and dependent children in the event of a divorce;

- (4) to dependent children who exceed the plan's age limitations;
- (5) to the spouses and dependents of employees who become eligible for Medicare coverage.

**Section 32.12** For such period of time that COBRA remains in effect, employees may continue coverage as mandated by Federal Law. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to one hundred two percent (102%) of the group contract rate.

**Section 32.13** Employees laid off or on an authorized unpaid leave of absence may request the continuation of their medical benefits for a period not to exceed one (1) year from the date the Employer's benefit payment obligation terminates, as provided in Section 32.11 above. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Benefits Office prior to the commencement of the layoff or leave. If such application and arrangements are not made as herein described, an employee's medical benefits shall automatically terminate upon the effective date of their layoff or unpaid leave of absence as indicated in Section 32.16 below.

**Section 32.14** Individuals laid off are eligible to continue their health and dental coverage as dictated by COBRA.

### **DINING SERVICE EMPLOYEES ON SUMMER RELEASE (CLOSEDOWN)**

**Section 32.15** Dining Service employees who do not work during the summer months are eligible to sign up for health care coverage provided they pre-pay the employee share of the health care premium as listed in Appendix I for those months

they are not working. The employee may opt to have the premiums for the summer months deducted through payroll deduction in even amounts during the months they are on the active payroll.

The University shall provide and maintain dental care benefits, in alignment with Section 34.01, for Dining Service employee who do not work (appointment expires, or are on summer release (closedown)) during the summer months if they have met the terms above in Section 32.15.

**Section 32.16** An employee's medical benefits plan shall terminate on the date that he or she terminates, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in Section 32.13 above. For employees who retire or are laid off, coverage terminates at the end of the month in which they retire or are laid off.

**Section 32.17** An employee may elect to waive coverage under the above described health care benefit plans, provided he/she makes proper application to the Benefits 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 \$1,200 prorated and paid with the regular bi-weekly pay. Effective January 1, 2020, employees for whom the waiver is granted shall receive the maximum annual allotment allowed by law, not to exceed \$2,000 prorated and paid with the regular bi-weekly pay. Any employee who is married and their spouse also works for EMU and they choose to waive their own benefit plan to participate on their spouse's plan will not receive the health insurance opt out waiver. Any increase of the Employer approved waiver amount will be afforded to members of the bargaining unit who opt out the health care plan, at the next open enrollment period. 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.

**Section 32.18** AFSCME members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty (50) years of age with ten (10) years of service to EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical and dental benefits if enrolled at the time of retirement. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office no later than thirty (30) days prior to the effective date of the Member's retirement. The Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Member is no longer eligible for benefits, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

**Section 32.19** The University will provide all employees with the opportunity to participate in a pre-tax flexible spending account (Section 125) to provide tax benefits for medical and dependent care expenses. The annual enrollment fee for this program shall be paid by the University.

**Section 32.20** 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.

## **ARTICLE 33    LIFE INSURANCE, GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

**Section 33.01** The University shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest one thousand dollars (\$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 his or her ninety-first (91st) calendar day of actual work. Commencing with the month following completion of one (1) year of benefits as above provided, the University shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest one thousand dollars (\$1,000) times two (2), and accidental death and dismemberment insurance in an equal amount (See APPENDIX A - GROUP LIFE INSURANCE).

**Section 33.02** To qualify for group life and accidental death and dismemberment insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage until such time as he or she makes proper application with the Benefits Office.

**Section 33.03** The Employer's obligation for paying the cost of group life and accidental death and dismemberment insurance shall be subject to the same rules set forth for the payment of Hospitalization-Medical Insurance premiums. Such coverage shall terminate if the employee terminates his/her employment, provided that when an employee terminates his/her employment

he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) calendar day period the employee may convert his/her group life insurance, without medical examination, to an individual policy and the employee shall pay the full cost of such policy. The employee may select any type of individual policy then customarily being issued by the insurer, except term insurance or a policy containing disability benefits. The premiums will be the same as the employee would ordinarily pay if he/she applied for an individual policy at that time.

**Section 33.04** Employees on an authorized unpaid leave of absence may request the continuation of their group life and accidental death and dismemberment insurance coverage for a period not to exceed one (1) year. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Arrangements for the payment of the applicable premium amounts shall be made with the Employer's Benefits Office prior to the commencement of the leave.

**Section 33.05** Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that an employee is laid off; the life and accidental death and dismemberment benefits plan terminates; or when an employee goes on unpaid leave of absence. In accordance with Section 32.11 above, however, when an employee terminates his/her employment with the University, he/she will be covered by the plan then in existence for a grace period of thirty-one (31) calendar days beginning with the date of separation. During such thirty-one (31) day period, the employee may convert his/her group life insurance to an individual plan. The employee shall pay the full cost of such plan as determined by the insurance carrier.

**Section 33.06** When an employee reaches age sixty-five (65) and continues working, his/her insurance coverage is decreased by thirty-five (35) percent with no further reduction (based upon

age) thereafter. When an individual retires (providing he/she is over age fifty (50) with ten (10) or more years of service to the Employer; or is medically retired at or after age forty (40) with five (5) or more years' service), his/her coverage is automatically reduced to \$7,000 and such coverage shall be maintained at no cost to the employee.

**Section 33.07** Changes in life insurance benefits amounts based on changes in basic annual salary occur effective with the change in base annual salary. Base annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.

## **ARTICLE 34 DENTAL INSURANCE**

**Section 34.01** 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:

<b>Benefits</b>	<b>Insurance Carrier Pays</b>	<b>Employee Pays</b>
Diagnostic <sup>1</sup>	100%	0%
Preventive <sup>1</sup>	100%	0%
Emergency Palliative <sup>1</sup>	100%	0%
Oral Surgery <sup>1</sup>	80%	20%
Restorative <sup>1</sup>	80%	20%
Periodontics <sup>1</sup>	80%	20%
Endodontics <sup>1</sup>	80%	20%
Prosthetic Appliances <sup>1</sup>	50%	50%
Orthodontics <sup>2</sup>	50%	50%

Maximum Contract Benefit

<sup>1</sup>\$1,500.00 per person total per contract year

<sup>2</sup>Lifetime Orthodontia maximum benefit of \$2,000.00 per person

**Section 34.02** To qualify for dental insurance coverage as above described, each new employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application with the Benefits Office.

**Section 34.03** The specific terms and conditions of such insurance coverage, unless specifically modified herein, shall be in accordance with the Employer's policy with the carrier, except as hereinafter amended by such carrier. 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, his or her spouse, and eligible dependent children under twenty- five (25) years of age at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits subject to the same rules set forth in Section 32.09 above for the payment of group medical benefit costs. 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 above for the continuation of group medical benefits.

**Section 34.04** An employee's dental care benefits plan shall terminate on the date that the employee terminates, is laid off, or the employee goes on an unpaid leave of absence, except that an employee who retires will retain coverage under the then-existing dental care benefits plan through the last day of the month in which he/she retires.

## **ARTICLE 35    SHORT TERM DISABILITY INSURANCE**

**Section 35.01** The Employer agrees to attempt to retain Short Term Disability Insurance coverage for regular bargaining unit

employees.

**Section 35.02** The Employer agrees to contribute at the rate of five dollars (\$5) per employee per month to the premium cost of providing short-term disability insurance coverage to each employee regularly assigned to work twenty (20) hours or more per week. The employee shall contribute the remaining amount of the monthly cost of such insurance coverage, which shall be deducted from his/her pay.

**Section 35.03** The specific terms and conditions of such insurance coverage shall be in accordance with the Employer's policy with the carrier, except as hereinafter modified by the carrier.

**Section 35.04** Eligibility for benefits commences after the fifteenth (15th) day of the applicable accident or illness. Benefits may continue up to a maximum of thirteen (13) weeks.

**Section 35.05** The amount of the benefit shall be equal to sixty-seven (67%) percent of the employee's regular weekly salary up to a maximum benefit of eight hundred dollars (\$800) per week.

**Section 35.06** To qualify for short-term disability insurance coverage as above described, each employee must individually enroll and make proper application for such coverage at the Employer's Benefits Office within thirty (30) calendar days of the effective date of his/her appointment to a regular position with the Employer. Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage, until such time as they complete a Personal Health Statement which substantiated insurability. The Short Term Disability carrier makes the eligibility determination.

**Section 35.07** The Employer will make its contribution for each month following the month in which the employee has

completed three (3) full months of service, provided such employee has been on the payroll for the previous month for more than one-half (½) of his/her regular scheduled workdays. An enrolled employee's coverage shall commence on his/her ninety-first (91st) calendar day of regular employment.

**Section 35.08** The employee may not receive sick leave benefits under the Employer's Sick Leave program while receiving Short-Term Disability Insurance Benefits.

**Section 35.09** Short-term disability insurance coverage shall terminate on the date that an employee terminates, goes on a leave of absence, is laid off, or the short-term disability insurance policy terminates.

**Section 35.10** Changes in benefit amounts based on changes in base annual salary occur effective with the change in base annual salary. Base annual salary excludes supplemental appointments, longevity pay, overtime, and other extra compensation.

## **ARTICLE 36 LONG TERM DISABILITY**

**Section 36.01** The University agrees to provide and maintain group long term 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 his/her first three (3) months of regular employment.] Such benefits shall be equal to sixty percent (60%) of the employee's regular monthly earnings, up to a maximum benefit of \$5,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age

seventy (70), whichever is sooner. Employees receiving long term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program.

**Section 36.02** To qualify for long term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits 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 he/she enrolls and makes proper application with the Benefits Office.

**Section 36.03** Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan.

**Section 36.04** Changes in benefits amounts based on changes in basic annual salary occur effective with the change in base annual salary. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.

**Section 36.05** 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.

## **ARTICLE 37 RETIREMENT BENEFITS**

**Section 37.01** Employees hired into the bargaining unit on or after January 1, 1996 who are regularly assigned to work twenty (20) hours per week or more and who are ineligible to participate in MPSERS may enroll in TIAA within thirty (30) calendar days of the commencement of their regular employment with the University. Any employee who does not

make such an election within this time period, may thereafter enroll by completing an enrollment application in the Benefits Office. Retirement plan contribution shall be effective as of the date of enrollment.

**Section 37.02** Effective January 1, 2017 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 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 four percent (4%).

<b>Employee Contribution</b>	<b>EMU Contribution</b>	<b>Total TIAA Contribution</b>
0%	5%	5%
1%	6%	7%
2%	7%	9%
3%	8%	11%
4%	9%	13%

**Section 37.03** (Note: Bargaining unit employees currently enrolled in MPSERS will continue to participate in MPSERS in accordance with the policies and plan rules established by the State of Michigan.)

## **ARTICLE 38    BEREAVEMENT LEAVE**

**Section 38.01** If a death occurs among members of an employee's immediate family, the employee will be allowed four (4) working days off without loss of pay to attend the funeral and/or memorial service and make other necessary arrangements for spouse and/or child. Such four (4) working days shall be taken during the ten (10) workday period commencing with the date of death notification and need not be concurrent. For Bereavement Leave for “immediate

family” other than spouse and child, the employee will be allowed three (3) working days off without loss of pay to attend the funeral and/or memorial service and make other necessary arrangements. Such three (3) working days shall be taken during the ten (10) workday period commencing with the date of death notification and need not be concurrent.

**Section 38.02** The phrase "immediate family" for purposes of this section shall mean husband, wife, additional eligible adult, child, father, mother, sister, brother, father-in-law and mother-in-law, brother-in-law and sister-in-law, son-in-law, daughter-in-law, step children of a current spouse, step parents, step parents of current spouse, step brother, step sister, foster parents who were legal guardians, legal wards, grandchildren, grandparents and grandparents of a current spouse.

**Section 38.03** An employee who wishes to attend a funeral or a memorial service for anyone outside of his/her immediate family will be excused from work, regardless of shift, without loss of pay for one-half (½) day, for up to three (3) occurrences per fiscal year, with the permission of his/her work supervisor.

**Section 38.04** Proof of attendance at the funeral or memorial service shall be required by providing to the Employer a written statement prepared and signed by the funeral home. This statement shall contain the name of the deceased, the date, time and location of the funeral or memorial service, the employee's name, and the signature of an appropriate representative of the funeral home. Until such statement is filed, all absences will be considered as lost time and the employee's pay will be reduced accordingly. For purposes of 38.02, in place of documentation from the funeral home, employees may provide proof of obituary or the memorial service and/or certification of death.

**Section 38.05** In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick

leave, as designated by the employee.

## **ARTICLE 39 UNIFORMS**

**Section 39.01** The Union shall have the opportunity to meet and agree with the Employer regarding the selection of uniforms, for example: sleeve length, pant type, style, fit, identification, color, etc., as well as the opportunity for input regarding uniform durability, performance, etc., throughout the life of the contract. The Plumbing area employees continue to receive cotton uniforms. Others may select cotton uniforms, to the extent available, with the employees paying the cost differential between the standard and the cotton uniforms. In the unlikely event that the parties cannot agree on uniform selection, selection by the Employer will be made.

**Section 39.02** The Employer will furnish each employee who is required to wear a work uniform with a minimum of three (3) uniforms (dresses, shirts and pants or shoes) each October, per contract year. Employees may choose three (3) shirts (long sleeve, pullover or buttoned) and (3) pants (shorts, long pants, including pocket cut alternatives) or may choose any combination thereof, with the understanding that a complete uniform set, clean and in good repair, is worn while at work. An employee may substitute a pair of shorts in place of one of the three (3) long pants that the University provides to the employee. The University maintains the right to decide whether an employee will receive a pair of shorts in lieu of a pair of pants. Employees may also wear uniforms from the previous two years providing they are in good repair and color combination is unchanged. The employee has the responsibility of laundering and repair. An employee whose uniform is deemed to be unserviceable by the Employer shall be issued up to two (2) replacements per year, providing the damaged uniform(s) was issued during the most recent contract year. Any other replacement uniforms required shall be furnished by the employee. At the Employer's discretion, and as may be

determined by the management personnel within individual operating units, employees shall be provided additional uniforms, outerwear and/or accessories. Uniforms will remain the property of Eastern Michigan University and shall be returned at the University's discretion.

**Section 39.03** Each employee who is required to wear work uniforms must wear his/her work uniform, properly laundered, during all working hours, and may be disciplined for failure to do so. The Employer shall have a unilateral right to direct the manner in which uniforms will be worn.

**Section 39.04** Employer will make accommodations for extra small and extra-large uniform sizes. If employer will not provide correct sizes then they will provide reimbursement to employees with receipts.

## SAFETY SHOE ALLOWANCE

**Section 39.05** The Employer agrees to provide each employee who is required by the Employer to wear safety shoes with one hundred dollars (\$100) per year safety shoe allowance.

## SHORTS

**Section 39.07** When wearing shorts, staff should bring a pair of standard uniform pants to work, just in case you are required to do work that requires long pants (i.e., long pants should be worn when stripping floors). If the employee does not have pants at work to change into for stripping floors, the supervisor will inform the employee to clock out and go home to change into pants. Upon the employee's return to work, the employee will clock back in. The employee will not receive pay for the time the employee is away from work in order to change into pants. If an employee is sent home four times for not having pants available to change into, upon the Employer's discretion, the employee may no longer be allowed to wear shorts at work.

Exceptions to Section 39.06 and 39.02, those employees who are assigned to work for dining will not be allowed to wear shorts and receive shorts from the Employer.

**Section 39.07** The Employer agrees to provide each employee who is required by the Employer to wear safety glasses with safety glasses as needed.

## **ARTICLE 40 SPECIAL CONFERENCES**

**Section 40.01** At the request of either the Union or the Employer, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Union, or his/her designated representative, and a designated representative of the Employer's Labor and Employee Relations Office, within fifteen (15) calendar days of receipt of such request. Representatives of the Union, not to exceed five (5) shall not suffer loss of time or pay when absent from their assigned schedule of work for the purpose of attending a conference. Conferences may be attended by representatives of Council 25 and the International. 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 Employer or the Union under the terms of the Agreement, unless mutually agreed upon in a memorandum of understanding and signed by the parties and ratified by the union membership.

## **ARTICLE 41 SUB-CONTRACTING**

**Section 41.01** Regular employees having seniority as of the effective date of this Agreement will not be laid off as a result of use by the Employer of an outside contractor to perform the

work of the employees.

## **ARTICLE 42 TUITION WAIVER PROGRAM**

**Section 42.01** A tuition waiver program providing for a waiver of the full cost of tuition fees up to six (6) semester hours of credit per semester at Eastern Michigan University, 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.

**Section 42.02** An employee shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

- (1) The employee must have completed his/her initial employment probationary period prior to the first day of classes of the term or semester for which he/she plans to register.
- (2) A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of each semester, but in no case later than the deadline for 100% drop announced in the Class Schedule Book for the applicable semester.
- (3) Failure to submit a completed application within the timelines provided forfeits the employee's eligibility for that term.

**Section 42.03** 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 Employer to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each paycheck

(unless the employee is terminating, in which case the entire amount may be deducted) or other appropriate means.

**Section 42.04** 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 (½) the benefits outlined above. Part-time employees on less than a fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.

**Section 42.05** The employee must take courses during non-working hours.

**Section 42.06** An employee shall forfeit tuition waiver benefits and must reimburse the full cost of such benefits to the Employer if:

- (1) The employee voluntarily terminates his/her active employment with the University prior to the completion of the term or semester for which he/she is 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-" (undergraduate) and "B-" (graduate) are not acceptable.
- (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 through the regularly established process in Student Accounting office and by the Director of Benefits

Programs, upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, unanticipated conflict between the employee's work schedule and the course he/she is enrolled in, etc.).

**Section 42.07** If the University increases the number of credit hours covered in the Tuition Waiver policy then any increase will also be afforded to members of this bargaining unit who make proper application and are eligible to receive the benefits covered under this policy.

## AUDITING OF CLASSES

**Section 42.08** Regular employees are permitted to audit classes at the University without credit, without tuition, and without following regular enrollment procedures, subject to the following conditions:

- (1) The employee must submit a completed application to the Benefits Office not less than five (5) working days prior to the first day of classes of each semester in which classes will be audited.
- (2) All classes must be audited during non-working hours.
- (3) 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.

## TUITION WAIVER PROGRAM FOR EMPLOYEE SPOUSES AND DEPENDENT CHILDREN

**Section 42.09** A tuition waiver program providing for a waiver of one-half (½) 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.

**Section 42.10** It is the intent of the University to provide only a fifty percent (50%) tuition waiver to any individual dependent regardless of the fact that both parents may work for the University.

**Section 42.11** A bargaining unit member's spouse or dependent child shall be eligible for a tuition waiver if such spouse or dependent child presents to the University's Benefits Office evidence of admission confirming that:

- (1) He/She is the dependent child or spouse of a bargaining unit member.
- (2) He/She has satisfied all admission requirements and is eligible to enroll for courses.
- (3) A completed application for tuition waiver must be submitted to the Benefits Office for approval at the beginning of each semester but in no case later than the deadline for 100% drop announced in the Class Schedule Book for the applicable semester.

**Section 42.12** Failure to submit a completed application within the timelines herein provided forfeits eligibility for the term.

**Section 42.13** A bargaining unit 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 at the University.

**Section 42.14** An eligible spouse/dependent shall forfeit tuition

waiver benefits and must reimburse the full cost of such benefits to the Employer if:

- A) 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.
- B) 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.

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 appeal process in the Student Accounting Office and by the Director of Benefit Programs upon a showing of appropriate cause by the spouse/dependent (e.g. prolonged incapacitating illness, or the like).

## **ARTICLE 43 MISCELLANEOUS**

### **SERVICE PARKING PERMIT FOR LOCAL PRESIDENT**

**Section 43.01** The Employer agrees to provide the President of Local 3866 a service parking permit without cost to the Local.

### **OFFICE SPACE**

**Section 43.02** For the duration of this labor agreement the union will not be required to pay rent for occupying their current office location. However, if the union relocates to a different office space the union will enter into a rental

agreement and begin paying rent appropriate to the space they will be occupying.

## PARKING FEE

**Section 43.03** Bargaining unit members will pay \$2.00 per week for a parking, commencing for the 2009-2010 school year. Such fees will be paid on a post-tax basis through payroll deduction.

## UNION MEETINGS

**Section 43.04** The Union shall be permitted the use of the Employer's facilities which are generally available to the public for regular and special business meetings of the Union, provided the Union makes application and conforms to all regulations established by the Employer. It is understood that any additional expenses incurred by the Employer (other than providing normal meeting facilities) shall be charged to the Union.

## MAIL

**Section 43.05** The Union shall have the right to use the campus mail service for official correspondence to Union officials. The Union shall also have the right to use the campus mail service for newsletters and notices of regular and special meetings and activities, providing that the number of such mailings of notices and newsletters does not exceed fifteen (15) per calendar year.

## COMMUNICATIONS

**Section 43.06** The University will maintain the complete Agreement on its website readily available to all employees. Each new hire, reinstated or transferred employee who does not have a copy of this Agreement will be made aware of the University's online version of the booklet. The Employment

Work Rules booklet will be available online at the Employer's website. The University will provide a hard copy of the Work Rules to members of the bargaining unit upon modification of the Work Rules.

## DEFINITIONS

**Section 43.07** He/She: Whenever the term he or she appears in the contract, such term is merely a reference term and refers to both males and females.

**Section 43.08** "EMU", "University", "Employer" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agent.

**Section 43.09** "Union", "Local" means AFSCME Local 3866, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**Section 43.10** "Employee" or "Regular Employee" means a person regularly employed in the Bargaining Unit, as defined in Article III.

**Section 43.11** "Unit" or "Bargaining Unit" means the employees collectively covered by Article III.

**Section 43.12** Pronouns of masculine or feminine gender include each other.

**Section 43.13** The term "Full Time Employee", when used in this Agreement, shall refer to an employee who is regularly scheduled to work 40 hours per week.

**Section 43.14** The term "Part Time Employee", when used in this Agreement, shall refer to an employee who is regularly scheduled to work at least 20, but less than 40, hours per week.

**Section 43.15** The term "Active Payroll", when used in this

Agreement, shall refer to an employee receiving pay for actual hours worked, vacation, sick time, holiday, or compensatory time.

**Section 43.16** The term “University Workdays”, when used in this Agreement, shall refer to the days that the University is open. The University workdays includes Monday through Friday, and excludes weekends, holidays, seasonal days and University-wide closures.

**Section 43.17** The term “Workdays”, when used in the Agreement, shall refer to the work days of the employee.

**Section 43.18** The term “Additional Eligible Adult”, when used in this Agreement shall refer to an individual who resides in the same primary dwelling as the employee and has done so for a minimum of twelve (12) months. The AEA must not be a dependent of the employee or related by blood or marriage.

## **ARTICLE 44 SCOPE OF AGREEMENT**

**Section 44.01** The Employer and the Union 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 Employer.

**Section 44.02** For the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain

collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is anticipated, recognized, and agreed that the Employer shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with the Union.

**Section 44.03** If any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such conflicting provision shall be deemed void and inoperative. All other provisions shall continue in full force and effect. Not later than sixty (60) calendar days after written request by either party hereto, the parties agree to meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

## **ARTICLE 45 DURATION AND AMENDMENT**

**Section 45.01** This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from July 1, 2019 until and including June 30, 2022, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between March 1, and April 30, 2022 that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement no later than May 1, 2022 or such other mutually agreed upon date subsequent to May 1, 2022.

**Section 45.02** If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specific period by mutual agreement of the parties.

**Section 45.03** In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 1<sup>st</sup> day of July, 2019.

*EASTERN MICHIGAN UNIVERSITY*

---

*James M. Smith, Ph.D.,  
President*

---

*Denis Martin,  
AFSCME International  
Representative*

---

*David Turner,  
Vice President, UHR*

---

*Jason Crispell,  
President*

---

*Gretchen Sanchez,  
Manager, Dining Services*

---

*Nicholas Graham,  
Vice President*

---

*Diane Lynn-Veals,  
Zone Manager*

---

*Scott Cejmer,  
Bargaining Committee  
Representative*

---

*Mia Bass,  
Human Resources Business Partner*

---

*Marcus Wilkerson,  
Bargaining Committee  
Representative*

---

*Velichka Mitroi,  
Director, Total Rewards & Wellness*

---

*Jacob Wilkerson,  
Bargaining Committee  
Representative*

## **APPENDIX A - GROUP LIFE INSURANCE**

### **LEVEL OF COVERAGE AFTER ONE YEAR OF SERVICE**

#### **LEVELS OF COVERAGE**

<b>Examples of Salary Levels</b>	<b>Less Than One (1) Year of Service</b>	<b>More Than One (1) Year of Service</b>	<b>Age 65 and Over</b>
10,001- 11,000	11,000	22,000	14,300
15,001 - 16,000	16,000	32,000	20,800
20,001 - 21,000	21,000	42,000	27,300
30,001 - 31,000	31,000	62,000	40,300
35,001 - 36,000	36,000	72,000	46,800
45,001 - 46,000	46,000	92,000	59,800
52,001 - 53,000	53,000	106,000	68,900

Note: When an individual retires his/her coverage is automatically reduced to \$7,000

## APPENDIX B - WAGE RATES

### *Eastern Michigan University*

#### Wage Schedule-Food Service and Maintenance (FM) Step Plan

Effective: July 1, 2019

Annual Rate= Hourly \* 2080

Hourly Rate= Annual / 2080

Base Pay Unit = Hourly

Step	1		2		3		4		5		6	
	Hire/Prob Rate		180 Days		1 Year		2 Year		3 Year		4 Year	
Grade	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	22,325	10.73	26,940	12.95	29,634	14.25	32,234	15.50	34,881	16.77	37,528	18.04
04	25,206	12.12	30,266	14.55	32,890	15.81	35,631	17.13	38,184	18.36	40,996	19.71
06	31,906	15.34	31,906	15.34	34,577	16.62	37,341	17.95	40,058	19.26	42,565	20.46
06*	28,370	13.64	28,370	13.64	30,752	14.78	33,200	15.96	35,626	17.13	37,834	18.19
10	28,041	13.48	33,312	16.02	36,006	17.31	38,770	18.64	41,487	19.95	44,205	21.25
10*	27,496	13.22	29,507	14.19	31,802	15.29	34,140	16.41	36,457	17.53	38,927	18.71
12	28,767	13.83	34,600	16.63	37,341	17.95	40,082	19.27	42,799	20.58	45,516	21.88
13	29,306	14.09	35,209	16.93	37,950	18.25	40,714	19.57	43,408	20.87	46,219	22.22
14	29,844	14.35	35,771	17.20	38,489	18.50	41,159	19.79	43,994	21.15	46,664	22.43
15	31,110	14.96	37,505	18.03	40,175	19.32	43,057	20.70	45,727	21.98	48,539	23.34
16	32,210	15.49	38,536	18.53	41,300	19.86	44,064	21.18	46,781	22.49	49,616	23.85
18	33,733	16.22	40,316	19.38	43,197	20.77	45,938	22.09	48,796	23.46	51,631	24.82
19	36,802	17.69	43,994	21.15	46,758	22.48	49,616	23.85	52,474	25.23	55,309	26.59
20	42,143	20.26	49,944	24.01	52,872	25.42	55,777	26.82	58,753	28.25	61,680	29.65
21	44,626	21.46	52,895	25.43	55,988	26.92	59,033	28.38	62,008	29.81	64,937	31.22
22	48,231	23.19	56,782	27.30	59,851	28.77	62,849	30.22	65,847	31.66	68,893	33.12
23	52,099	25.05	61,727	29.68	65,124	31.31	68,521	32.94	71,918	34.58	75,267	36.19
24	53,013	25.49	62,758	30.17	66,319	31.88	69,762	33.54	73,183	35.18	76,415	36.74
25	58,167	27.96	68,942	33.15	72,761	34.98	76,603	36.83	80,304	38.61	83,935	40.35

Note: FM06\* and FM10\* grades apply to a two-tier system for new hires awarded positions associated with the following job classifications (PCLS Code: 05004 - Custodian; PCLS Code: 05005 - Special Projects Crewperson; PCLS Code: 05006 - Custodian/Housekeeper). An employee hired into skilled trades or other bargaining unit positions may be hired at any step in the wage schedule, provided that any seniority bargaining unit employee in the identical classification who is at a wage rate below that of the newly hired employee will have his/her wage rate increased to the rate of the newly hired employee.

## APPENDIX B, continued. WAGE RATES

### *Eastern Michigan University*

#### Wage Schedule-Food Service and Maintenance (FM) Step Plan

Effective: July 1, 2020

Annual Rate= Hourly \* 2080

Hourly Rate= Annual / 2080

Base Pay Unit = Hourly

Step	1		2		3		4		5		6	
	<i>Hire/Prob Rate</i>		<i>180 Days</i>		<i>1 Year</i>		<i>2 Year</i>		<i>3 Year</i>		<i>4 Year</i>	
<i>Grade</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
01	22,772	10.94	27,479	13.21	30,227	14.54	32,879	15.81	35,579	17.11	38,279	18.40
04	25,710	12.36	30,871	14.84	33,548	16.13	36,344	17.47	38,948	18.73	41,816	20.10
06	32,544	15.65	32,544	15.65	35,269	16.95	38,088	18.31	40,859	19.65	43,416	20.87
06*	28,937	13.91	28,937	13.91	31,367	15.08	33,864	16.28	36,339	17.47	38,591	18.55
10	28,602	13.75	33,978	16.34	36,726	17.66	39,545	19.01	42,317	20.35	45,089	21.68
10*	28,046	13.48	30,097	14.47	32,438	15.60	34,823	16.74	37,186	17.88	39,706	19.08
12	29,342	14.11	35,292	16.96	38,088	18.31	40,884	19.66	43,655	20.99	46,426	22.32
13	29,892	14.37	35,913	17.27	38,709	18.62	41,528	19.96	44,276	21.29	47,143	22.66
14	30,441	14.64	36,486	17.54	39,259	18.87	41,982	20.19	44,874	21.57	47,597	22.88
15	31,732	15.26	38,255	18.39	40,979	19.71	43,918	21.11	46,642	22.42	49,510	23.81
16	32,854	15.80	39,307	18.90	42,126	20.26	44,945	21.60	47,717	22.94	50,608	24.33
18	34,408	16.54	41,122	19.77	44,061	21.19	46,857	22.53	49,772	23.93	52,664	25.32
19	37,538	18.04	44,874	21.57	47,693	22.93	50,608	24.33	53,523	25.73	56,415	27.12
20	42,986	20.67	50,943	24.49	53,929	25.93	56,893	27.36	59,928	28.82	62,914	30.24
21	45,519	21.89	53,953	25.94	57,108	27.46	60,214	28.95	63,248	30.41	66,236	31.84
22	49,196	23.65	57,918	27.85	61,048	29.35	64,106	30.82	67,164	32.29	70,271	33.78
23	53,141	25.55	62,962	30.27	66,426	31.94	69,891	33.60	73,356	35.27	76,772	36.91
24	54,073	26.00	64,013	30.77	67,645	32.52	71,157	34.21	74,647	35.88	77,943	37.47
25	59,330	28.52	70,321	33.81	74,216	35.68	78,135	37.57	81,910	39.38	85,614	41.16

Note: FM06\* and FM10\* grades apply to a two-tier system for new hires awarded positions associated with the following job classifications (PCLS Code: 05004 - Custodian; PCLS Code: 05005 - Special Projects Crewperson; PCLS Code: 05006 - Custodian/Housekeeper). An employee hired into skilled trades or other bargaining unit positions may be hired at any step in the wage schedule, provided that any seniority bargaining unit employee in the identical classification who is at a wage rate below that of the newly hired employee will have his/her wage rate increased to the rate of the newly hired employee.

## APPENDIX B, continued. WAGE RATES

### *Eastern Michigan University*

#### Wage Schedule-Food Service and Maintenance (FM) Step Plan

Effective: July 1, 2021

Annual Rate= Hourly \* 2080

Hourly Rate= Annual / 2080

Base Pay Unit = Hourly

Step	1		2		3		4		5		6	
	<i>Hire/Prob Rate</i>		<i>180 Days</i>		<i>1 Year</i>		<i>2 Year</i>		<i>3 Year</i>		<i>4 Year</i>	
<i>Grade</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
01	23,227	11.16	28,028	13.47	30,831	14.83	33,536	16.13	36,290	17.45	39,044	18.77
04	26,224	12.61	31,489	15.14	34,219	16.45	37,070	17.82	39,727	19.10	42,652	20.51
06	33,195	15.96	33,195	15.96	35,974	17.29	38,850	18.68	41,676	20.04	44,285	21.29
06*	29,516	14.19	29,516	14.19	31,994	15.38	34,541	16.60	37,065	17.82	39,362	18.92
10	29,174	14.02	34,658	16.67	37,461	18.01	40,336	19.39	43,163	20.76	45,991	22.11
10*	28,607	13.75	30,699	14.76	33,087	15.91	35,519	17.07	37,930	18.24	40,500	19.47
12	29,929	14.39	35,998	17.30	38,850	18.68	41,701	20.05	44,528	21.41	47,355	22.76
13	30,490	14.66	36,631	17.61	39,483	18.99	42,359	20.36	45,162	21.71	48,086	23.12
14	31,050	14.93	37,216	17.89	40,044	19.25	42,822	20.59	45,771	22.00	48,549	23.34
15	32,367	15.56	39,020	18.76	41,798	20.10	44,797	21.54	47,574	22.87	50,500	24.28
16	33,511	16.12	40,093	19.28	42,969	20.66	45,844	22.04	48,671	23.40	51,620	24.81
18	35,096	16.88	41,945	20.16	44,942	21.61	47,794	22.98	50,767	24.41	53,717	25.82
19	38,289	18.40	45,771	22.00	48,647	23.39	51,620	24.81	54,594	26.25	57,543	27.66
20	43,846	21.08	51,962	24.98	55,008	26.45	58,030	27.90	61,127	29.39	64,172	30.85
21	46,429	22.33	55,032	26.46	58,250	28.01	61,418	29.53	64,513	31.01	67,560	32.48
22	50,180	24.13	59,076	28.40	62,269	29.93	65,388	31.44	68,507	32.94	71,676	34.46
23	54,204	26.06	64,221	30.88	67,755	32.57	71,289	34.27	74,823	35.98	78,308	37.65
24	55,155	26.52	65,293	31.39	68,998	33.17	72,580	34.90	76,140	36.60	79,502	38.22
25	60,517	29.09	71,727	34.49	75,701	36.39	79,698	38.32	83,548	40.17	87,326	41.98

Note: FM06\* and FM10\* grades apply to a two-tier system for new hires awarded positions associated with the following job classifications (PCLS Code: 05004 - Custodian; PCLS Code: 05005 - Special Projects Crewperson; PCLS Code: 05006 - Custodian/Housekeeper). An employee hired into skilled trades or other bargaining unit positions may be hired at any step in the wage schedule, provided that any seniority bargaining unit employee in the identical classification who is at a wage rate below that of the newly hired employee will have his/her wage rate increased to the rate of the newly hired employee.

## APPENDIX B, continued.

### FM PAY GRADES AND CLASSIFICATIONS

FM Pay Grades And Classifications	
Grade	Classification Title
FM 06	Cook
FM 06	Custodian
FM 06	Pot and Pan Utility
FM 06*	Custodian
FM 10	Athletic Equipment Specialist
FM 10	Custodian/Houskeep, Group Lead
FM 10	Kitchen Leader/Food Prep
FM 10	Special Projects Crewperson
FM 10*	Custodian/Houskeep, Group Lead
FM 10*	Special Projects Crewperson
FM 12	Dining Unit Leader I, Culinary
FM 12	Dining Unit Leader I, Retail
FM 12	Facilities Attdt/Conv Pease IPF
FM 12	Groundsperson
FM 13	Driver/Warehouseperson
FM 14	Facilities Maint Worker
FM 14	Sanitation Vehicle Operator
FM 15	Dining Srvs Unit Leader II
FM 15	Facilities Maintenance General
FM 15	Production Kitchen Leader
FM 15	Special Proj & AV Generalist
FM 16	Material Management Worker
FM 16	Special Grounds Equipment Op
FM 16	Swimming Pool Attendant
FM 18	Lib Technical Dist Spec
FM 19	Lead Chef, Dining Services
FM 19	Maint & Irrigation Spec
FM 22	Carpenter
FM 22	Electrician
FM 22	Fire Protection Service Tech
FM 22	Locksmith
FM 22	Motor Vehicle & Equip Mechani
FM 22	Painter
FM 22	Plumber/Maintenance
FM 22	Roofer
FM 23	Centrifugal & Steam Absorp Spe
FM 23	HVAC Control Specialist
FM 23	Library Master Technician
FM 24	Building Automation Specialist
FM 24	Master Trds Person II-Plmb/Ele
FM 24	Mstr Trds Pers II Lock/Carpntr
FM 24	Stat Engineer/Maintenance Mech
FM 24	Stationary Engineer
FM 25	Elevator Repair/Control Spclst
FM 25	Lead Abs&Chill Spc

## **APPENDIX C – LETTER OF AGREEMENT RE: HEATING PLANT**

### **Memorandum**

**From: Bilal Sarsour,  
Director, Facilities Maintenance**

**To: Heating Plant Staff**

**Date: May 30, 2019**

This memorandum serves to clarify shift premiums.

Billing Shift Premiums for Heating Plant Operations.

1. 4p-4a
  - a. 4p-12a receives standard pay plus afternoon premium
  - b. 12a-4a receives OT pay plus midnight OT premium
2. 4a-4p
  - a. 4a-12p receives standard pay plus midnight premium
  - b. 12p-4p receives OT pay plus midnight OT premium
3. Sa-Sp
  - a. Sa-4p receives standard pay
  - b. 4p-8p receives OT pay plus afternoon OT premium
4. Sp-Sa
  - a. Sp-12a receives standard pay plus afternoon premium
  - b. 12a-4a receives standard pay plus midnight premium
  - c. 4a-8a receives OT pay plus midnight OT premium
5. 12a-12p
  - a. 12a-Sa receives standard pay plus midnight premium
  - b. 8a-12p receives OT pay plus midnight overtime premium
6. 12p-12a
  - a. 12p-4p receives standard pay
  - b. 4p-8p receives standard pay plus afternoon premium
  - c. 8p-12a receives OT pay plus afternoon OT premium

# **Memorandum of Understanding**

## **Eastern Michigan University And AFSCME Local 3866**

### **Heating Plant Operations Shift Coverage**

The parties agree that the following staff coverage provisions will apply to EMU Heating Plant Operations.

#### **Heating Plant Scheduling**

Heating Plant employees will not be scheduled to work more than eight (8) consecutive working days. Every attempt will be made to provide heating plant employees with a minimum of two (2) consecutive days off, unless the employee is scheduled to work overtime.

**Sick Call-In Coverage.** Shift coverage for absences attributed to unscheduled usage of sick time will be handled as follows:

Stationary Engineers working before and after the affected shift will split the shift. Stationary Engineers working before the affected shift will stay four (4) hours over. Stationary Engineers on duty after the affected shift will be contacted to come in four (4) hours early, if available. The Stationary Engineer on duty will contact the next shift Stationary Engineer to come in early. If the Stationary Engineer cannot reach someone to come in early, then the Stationary Engineer will contact the supervisor to find a replacement if the operator is unable to come in early; which may include covering the shift his/herself if no other operator is willing/able to come in early.

**Annual Time Off Coverage (scheduled, planned absences).** Coverage for employees using time off benefits will be performed according to the following protocol whenever possible.

Request for taking days off must be submitted seven (7) or more days in advance.

## Two Days Off or Less

When Stationary Engineers take off two (2) days or less, the shift(s) will be split by the Stationary Engineers on duty before and after the scheduled off shift. The Stationary Engineer on duty before the scheduled off shift will stay four (4) hours and the Stationary Engineer on duty after the shift will come in four (4) hours early. Call-in pay does not apply in this instance because this is a scheduled event.

## More than Two Days Off

When Stationary Engineers take off more than two (2) days, the shifts will be covered by the Stationary Engineer/Maintenance Mechanic. It is understood that, while covering for an absent Stationary Engineer, the Stationary Engineer/Maintenance Mechanic will perform the duties and responsibilities of the Stationary Engineer. Call-in pay does not apply in this instance because this is a scheduled event.

This pilot program is exclusive to heating plant employees only. The agreement will remain in effect from the ratification date of the collective bargaining agreement through June 30, 2020. Either party may call a special conference to discuss issues and concerns regarding matters that arise out of this agreement.

Either party may terminate this agreement with thirty (30) working days' written notice to the other party.

This constitutes the entire agreement.

---

For AFSCME  
Jason Crispell  
President, Local 3866

---

Date

---

For Eastern Michigan University  
Joline Davis  
Director, Labor and Employee Relations

---

Date

**APPENDIX D - LETTER OF AGREEMENT- RE: PAST  
LETTERS OF AGREEMENT**

The parties agree that all past Letters of Agreement and Memorandums of Understandings (“MOUs”) with the exception of the Energy Savings Day MOUs) prior to May 30, 2019, not listed in the collective bargaining agreement or Appendix are null and void.

EASTERN MICHIGAN UNIVERSITY

AFSCME LOCAL 3866

---

Joline Davis  
Director,  
Labor and Employee Relations

---

Denis Martin  
AFSCME International  
Representative

Jason Crispell

---

President,  
AFSCME Local 3866

## **APPENDIX E - LETTER OF AGREEMENT - UNION BULLETIN BOARDS**

It is a policy of the Union and understood by the University that any material posted upon the Union bulletin boards must be authorized by the Union and designated as an official Union publication. Such notices may be posted by the president, the day shift steward or the alternate steward if the steward is absent from work in his/her district. If a vacancy occurs in both the steward and alternate steward appointments in a steward district, the Union president may designate an employee from the district of the vacancy to post the notices. All notices shall conform to the provisions set forth in ARTICLE 19 above, Union Bulletin Boards. There shall be no derogatory or inflammatory notices posted upon the Union bulletin boards at any time.

EASTERN MICHIGAN UNIVERSITY

Joline Davis

---

Director, Labor and Employee Relations

AFSCME LOCAL 3866

Denis Martin

---

AFSCME International Representative

Jason Crispell

---

President

# **APPENDIX F – MEMORANDUM OF UNDERSTANDING – RE: CLASSIFICATION REVIEW & HEATING PLANT**

## **Eastern Michigan University And AFSCME Local 3866**

This **MEMORANDUM OF UNDERSTANDING (“MOU”)**, dated this 30<sup>th</sup> day of May, 2019, is executed between Eastern Michigan University (“EMU”) and AFSCME Local 3866 (“Union”).

WHEREAS, Eastern Michigan University and the AFSCME Local 3866 are parties to a collective bargaining agreement for the period covering July 1, 2016 through June 30, 2019.

### **NOW THEREFORE IT IS HEREBY AGREED:**

The parties agree as follows:

#### **Classification Review**

1. During the course of 2019 contract negotiations the University advised the Union of the financial state of the University. Within 150 days of the ratification of the parties; collective bargaining agreement, the parties agree that a classification review team consisting of two representatives from University Human Resources and two representatives from the Union will meet to discuss the classifications of the bargaining unit as it relates to the pay grade and job duties.

#### **Heating Plant**

2. Within 90 days of the ratification of the parties; collective bargaining agreement, the parties agree to meet to discuss a pilot program as it relates to the employees of the heating plant and their schedules.

3. **No Precedent.** The parties agree that this memorandum of understanding is to have no precedential value and that none of the actions taken by the parties are meant to establish a practice or right to be utilized in any other grievances, claim or litigation proceedings between the parties to this agreement. Such actions are non-precedential and in no way alter the terms of the parties; collective bargaining agreement.
4. **Entire Agreement Modification.** This memorandum constitutes the entire agreement and understanding of the parties and there are no additional promises, assurances or terms of agreement among the parties other than those written herein with respect to this matter. This memorandum shall not be modified, except in writing signed by all parties.
5. This constitutes the entire agreement.
6. This agreement will sunset on June 30, 2020.

---

For AFSCME  
Jason Crispell  
President, Local 3866

---

Date

---

For AFSCME  
Denis Martin  
AFSCME International Representative

---

Date

---

For Eastern Michigan University  
Joline Davis  
Director, Labor and Employee Relations

---

Date

## APPENDIX G – HEALTH CARE TABLE

	<b>2019</b>			
<b>Option #5</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$799.89	\$717.89	\$82.00	\$41.00
Two Person	\$1,919.72	\$1,755.55	\$164.17	\$82.08
3 to 4	\$2,399.66	\$2,202.74	\$196.92	\$98.46
5 or more	\$2,759.61	\$2,529.94	\$229.67	\$114.83
<b>Blue Care Network</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$595.16	\$573.91	\$21.25	\$10.63
Two Person	\$1,428.39	\$1,386.14	\$42.25	\$21.13
3 to 4	\$1,785.48	\$1,732.73	\$52.75	\$26.38
5 or more	\$2,053.30	\$1,989.80	\$63.50	\$31.75
<b>HSA Flexible Blue PPO</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$538.98	\$475.48	\$63.50	\$31.75
Two Person	\$1,293.57	\$1,166.65	\$126.92	\$63.46
3 to 4	\$1,616.98	\$1,458.39	\$158.58	\$79.29
5 or more	\$1,859.52	\$1,669.11	\$190.42	\$95.21

## APPENDIX G – HEALTH CARE TABLE

	<b>2020</b>			
<b>Option #5</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$895.87	\$806.90	\$88.97	\$44.49
Two Person	\$2,150.09	\$1,971.97	\$178.12	\$89.06
3 to 4	\$2,687.62	\$2,473.96	\$213.65	\$106.83
5 or more	\$3,090.76	\$2,841.57	\$249.19	\$124.59
<b>Blue Care Network</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$666.57	\$642.46	\$24.12	\$12.06
Two Person	\$1,599.80	\$1,551.84	\$47.95	\$23.98
3 to 4	\$1,999.74	\$1,939.87	\$59.87	\$29.94
5 or more	\$2,299.70	\$2,227.63	\$72.07	\$36.04
<b>HSA Flexible Blue PPO</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$603.66	\$531.58	\$72.07	\$36.04
Two Person	\$1,448.80	\$1,304.75	\$144.05	\$72.03
3 to 4	\$1,811.01	\$1,631.02	\$179.99	\$90.00
5 or more	\$2,082.67	\$1,866.54	\$216.12	\$108.06

## APPENDIX G – HEALTH CARE TABLE

	<b>2021</b>			
<b>Option #5</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$1,003.38	\$906.84	\$96.53	\$48.27
Two Person	\$2,408.10	\$2,214.84	\$193.26	\$96.63
3 to 4	\$3,010.13	\$2,778.31	\$231.82	\$115.91
5 or more	\$3,461.65	\$3,191.28	\$270.37	\$135.18
<b>Blue Care Network</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$746.56	\$719.19	\$27.37	\$13.69
Two Person	\$1,791.77	\$1,737.35	\$54.43	\$27.21
3 to 4	\$2,239.71	\$2,171.75	\$67.95	\$33.98
5 or more	\$2,575.66	\$2,493.86	\$81.80	\$40.90
<b>HSA Flexible Blue PPO</b>	<u>Monthly Rate</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Per Pay Contribution</u>
Single	\$676.09	\$594.29	\$81.80	\$40.90
Two Person	\$1,622.65	\$1,459.16	\$163.50	\$81.75
3 to 4	\$2,028.34	\$1,824.04	\$204.29	\$102.15
5 or more	\$2,332.59	\$2,087.29	\$245.30	\$122.65

The Parties agree that for 2022 health care rates, the percentage of increases that occurred in the 2021 health care rates from the 2020 health care rate charts above will be either the same or less for the 2022 health care rates.

# INDEX

## A

AGREEMENT, 1, 3, 4, 6, 14, 15, 16, 20, 21, 38,  
40, 41, 46, 50, 57, 58, 59, 60, 63, 69, 74,  
77, 78, 98, 104, 105, 106, 107, 108, 118,  
121  
APPENDIX A, 87, 110  
APPENDIX B, 63, 111, 112, 113, 114  
APPENDIX C, 115  
APPENDIX D, 118  
APPENDIX E, 119  
APPENDIX F, 120  
APPENDIX G, 121, 123, 124  
ARBITRATION, 12, 14, 18, 19, 20, 51, 70

## B

BARGAINING UNIT, 109, 122, 123, 124  
BIDDING, 34, 35, 36

## C

CHECK-OFF, 4, 6  
CHIEF STEWARDS, 11, 40  
CHILDREN, 44, 82, 83, 84, 90, 95, 101  
COMPENSATION, 23, 43, 48, 56  
CONDITIONS OF EMPLOYMENT, 1, 2, 28, 106  
CONFERENCE, 12, 14, 98, 117  
CONTINUOUS OPERATIONS, 50, 51, 53

## G

GRIEVANCE PROCEDURE, 7, 13, 15, 16, 20, 98

## J

JOB AWARDS, 33  
JOB POSTINGS, 32  
JURY DUTY, 70

## L

LAYOFF, 7, 29, 30, 31, 37, 39, 40, 50, 79, 84  
LAYOFF AND RECALL, 28, 31  
LEAVE OF ABSENCE, 2, 23, 39, 42, 44, 47, 48,  
49, 50, 67, 72, 79, 80, 83, 84, 85, 88, 90,  
92, 93  
LIFE, 4, 14, 27, 38, 59, 87, 88, 89, 96  
LIST, 5, 20, 26, 27, 30, 33, 37, 40, 41, 49, 65,  
66, 67, 68  
LOCAL PRESIDENT, 11, 103  
LONG TERM DISABILITY, 43, 47, 93  
LONGEVITY PAY, 78, 80  
LOSS OF, 10, 11, 12, 13, 26, 48, 70, 94, 95, 98

## M

MAIL, 30, 104  
MANAGEMENT RIGHTS, 58, 107  
MEAL PERIODS, 54  
MEDIATION, 18  
MEDICAL, 27, 43, 46, 47, 48, 50, 70, 71, 72,  
78, 81, 82, 83, 84, 85, 86, 88, 90  
MEDICAL DISPUTE, 50

## N

NOTIFICATION, 20, 52

## O

OVERTIME, 54, 56, 65, 66, 67, 68, 89, 92, 93,  
115, 116

## P

PAY, 3, 4, 5, 10, 11, 12, 13, 24, 25, 26, 27, 28,  
29, 31, 32, 34, 35, 42, 43, 44, 46, 47, 48,  
49, 54, 55, 56, 57, 58, 63, 65, 70, 71, 74,  
75, 76, 77, 78, 79, 80, 82, 84, 85, 86, 87,  
88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99,  
103, 104, 106, 115, 117, 120

PAYMENT OF, 4, 6, 63, 72, 84, 86, 87, 88, 90  
PERSONAL, 44, 46, 52, 54, 65  
PROBATIONARY EMPLOYEE(S), 27, 28

## R

RECALL, 29, 30, 37, 39  
RECOGNITION, 2  
RELEASE TIME, 12, 13, 14, 21  
REST PERIOD(S), 53, 54  
RESTRICTIONS, 52, 106  
RETIREMENT, 73, 94  
RETURN FROM, 47  
RIGHTS OF THE EMPLOYER, 58

## S

SAFETY SHOE ALLOWANCE, 97  
SCHEDULE, 15, 17, 51, 52, 58, 68, 70, 74, 78,  
80, 98, 101  
SCOPE OF AGREEMENT, 106  
SENIORITY, 6, 26, 46, 47, 49, 70  
SENIORITY RIGHTS, 30  
SHIFT PREFERENCE, 36, 40, 52  
SHORT TERM DISABILITY, 43, 47  
SICK LEAVE, 38, 41, 42, 43, 44, 45, 46, 47, 57,  
65, 77, 79, 92, 93, 96  
SPECIAL CONFERENCE, 37, 52, 56, 63, 64, 69  
SPECIAL CONFERENCES, 12, 98  
SPOUSE, 44, 46, 82, 85, 90, 94, 95, 102, 103  
STEP I, 16, 17  
STEP II, 13, 15, 16, 17, 18, 19  
STEP III, 15, 16, 18, 19  
STRIKE, 59, 60

## T

TEMPORARY EMPLOYEES, 2  
TEMPORARY TRANSFER(S), 36, 37, 69  
TEMPORARY UPGRADE, 36  
TERMINATION OF, 26  
TRANSFER, 3, 28, 29, 35, 36, 37, 40, 41, 58,  
68  
TUITION WAIVER PROGRAM, 99, 101

## U

UNION BULLETIN BOARDS, 61, 119  
UNION MEETINGS, 61  
UNSCHEDULED CLOSEDOWNS, 57  
USE OF, 23

## V

VACANCIES, 32, 40, 51  
VACATION, 26, 38, 41, 43, 47, 49, 65, 67, 75,  
76, 77, 78, 95, 106

## W

WAGE ADJUSTMENTS, 73  
WORK SCHEDULES, 52, 53  
WORKDAY, 36, 51, 94  
WORKDAYS, 15, 17, 18, 19, 22, 52, 57, 92,  
106  
WORKWEEK, 50