

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**Eastern Michigan University**  
**And**  
**UAW Local 1975, UAW Local 1976, AFSCME Local 3866,**  
**Command Officers Association of Michigan- Sergeants, and**  
**Police Officers Association of Michigan -Officers**

**Energy Savings Day**

In the interest of conserving energy costs for the University, and conserving fuel costs for employees the parties are entering into this non-precedent setting agreement regarding the non-emergency closure of the main campus, and satellite offices. The date of closure will be Wednesday, November 23, 2016.

1. The University offers to designate Wednesday, November 23, 2016, as a day on which the University will be closed for business, provided that:
  - a. Members of the bargaining unit who would normally be scheduled to work on Wednesday, November 23, 2016, who are not required to report for work on these days:
    - i. Must use available vacation (earnings code 720) or sick/personal days (earnings code 701) to cover the first one half of their scheduled work hours missed. The University will cover the second half of scheduled work hours missed with paid release time (to be reported using earnings code 745, University Shutdown), to a maximum of four (4) hours paid release time for the day.
    - ii. If accrued vacation or sick/personal time is exhausted the employee's future accrual of vacation time will be borrowed against. Employees must be in pay status on the last day of their normal work schedule which precedes the closure date (Wednesday, November 23, 2016); and in pay status on the first day of their normal work schedule on or after the University re-opening on Monday, November 28, 2016 (including shifts which begin before 8:00am).
  - b. Members of the bargaining unit who would normally be scheduled to work Wednesday, November 23, 2016, and who are in fact required to report for work on these days:

- i. Will receive regular pay for a normal work day, or overtime pay if the employee has been scheduled in on an overtime basis. "Additional holiday pay" will not be awarded for hours worked on these days.
  - ii. Will be credited with paid release time generated at the rate of one (1) hour for each hour worked, up to a maximum of four (4) hours release time for the day (release time is prorated for employees on less than 100% FTE appointment).
  - iii. All credited paid release time is to be taken at a future date mutually determined by the employee and his/her supervisor. This time must be used during fiscal year calendar year 2016-17.
2. This agreement is contingent on the University reaching agreement with all of the above captioned bargaining units by **Friday, September 23, 2016**. Failure to obtain agreement from each staff bargaining unit will render this agreement null and void.

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

For the University:



Joline R. Davis, Esq.  
Director of Labor and Employee Relations

9/22/2016  
Date

For UAW Local 1975:



Michael Shumaker  
President

9/20/16  
Date

For UAW Local 1976:



Daniel Burns  
President

9/21/16  
Date

For AFSCME Local 3866:



Jason Crispell  
President

9/20/2016  
Date

For POAM – Officers:



Catherine Wilman  
President, POAM-Officers

9/13/16  
Date

For COAM - Sergeants:



David Shefferly  
President, COAM-Sergeants

09/27/16  
Date