## 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 Days for 2017 and 2018**

In the interest of conserving energy costs for the University, and conserving fuel costs for employees the parties are entering into this **two (2) year** non-precedent setting agreement regarding the non-emergency closure of the main campus, and satellite offices. The dates of closure will be Wednesday, November 22, **2017** and Wednesday, November 21, **2018**.

- The University offers to designate both Wednesday, November 22, 2017 and Wednesday, November 21, 2018, as days on which the University will be closed for business, provided that:
  - a. Members of the bargaining units who would normally be scheduled to work on Wednesday, November 22, 2017 and Wednesday, November 21, 2018, 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 each of the above mentioned 2017 and 2018 dates.
    - 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 preceded the closure dates (Wednesday, November 22, 2017 and Wednesday, November 21, 2018); and in pay status on the first day of their normal work schedule on or after the University re-opening on Monday, November 27, 2017 and Monday, November 26, 2018 (including shifts which begin before 8:00 am).
  - b. Members of the bargaining units who would normally be scheduled to work on Wednesday, November 22, 2017 and Wednesday, November 21, 2018, 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 the respective fiscal years 2017-2018 for the November 22, 2017 date and 2018-2019 for the November 21, 2018 date.
- 2. This agreement is contingent on the University reaching agreement with all of the above captioned bargaining units by **Friday**, **September 22**, **2017**. 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.

Joline R. Davis, Esq. Director of Labor and Employee Relations University Human Resources	9/23/2017 Date
Michael Shumaker President, UAW Local 1975  Daniel Burns President, UAW Local 1976	9-25-17 Date
Jason Crispell President, AFSCME/Local 3866 Susan McLennan President, POAM-Officers	9/19/2017 Date 9/15/17 Date
David Shefferly	

President, COAM-Sergeants