

Memorandum of Understanding
Eastern Michigan University And
AFSCME Local 3866

The parties agree that the following Sick Leave accrual provisions will apply to the AFSCME Local 3866 (FM):


The parties agree as follows:

Article 12 Sick Leave

1. As it relates to the collective bargaining agreement, Article 12, Sick Leave, Section 12.01 reads as follows: All full time employees are entitled to accrue sick leave benefits on the basis of four (4.0) hours for each completed two (2) weeks of service or major fraction thereof, up to a maximum of sixteen-hundred (1600) 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. Part time (50% or more) employees shall accrue sick leave benefits prorated, based upon their percentage of appointment.
2. The parties agree to the following procedure as it relates to number one above: For full time employees: In order to receive the four (4.0) hours for each completed two (2) weeks of service or major fraction thereof, the employee's pay period must contain a minimum of sixty-four (64) hours in the pay period. If the hours in an employee's pay period is below sixty-four (64) hours, the sick leave will be prorated according to the number of hours worked.
3. The above referenced action will be effective December 1, 2017.
4. EMU will review the sick leave for all full time FM employees from December 1, 2017 to date to make sure they have accrued the correct amount of hours. If any corrections are needed they will be made whole by corrections being made to the time period of December 1, 2017 to present date. This resolves any and all past and present issues as it relates to the issue of sick time accrual.
5. This memorandum of understanding will sunset on June 30, 2019, but the parties may consider this matter as a topic for the negotiations in 2019.
6. **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 Such actions are non-precedential and in no way alter the terms of the parties' collective bargaining agreement.


7. **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.

8. This constitutes the entire agreement.


For AFSCME
Jason Crispell
President, Local 3866

Date

5/1/2018


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

Date

4/25/2018