

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: May 29, 2019

EMU Proposal: As Is X Modified

EMU Initials: JS JS

Union Initials: SM JS

TA'D Date: 5/30/2019

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.

UNION COUNTER PROPOSAL TO EMU PROPOSAL #2

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

9
Proposal Date: April 8, 2019

EMU Proposal: As Is ☒ Modified ☐

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/9/2019

ARTICLE 4 TEMPORARY EMPLOYEES

Section 4.01 Temporary employees may be employed for up to one hundred ~~eighty twenty~~ (18~~200~~) ~~calendar work~~ 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, ~~with mutual agreement, the one hundred eighty twenty~~ (18~~200~~) ~~calendar work~~ day time limit no longer applies. The time limit will not apply to seasonal employees. ~~On the one hundred eighty twenty-first (1821) calendar day, without mutual agreement, temporary employees must have a five~~ ~~thirty (530) calendar day waiting period before rehiring.~~ ~~If a temporary employee is working the one hundred twenty-first (121) calendar day without a mutual agreement the employee is automatically considered a regular FM employee.~~

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

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 14, 2019

EMU Proposal: As Is Modified

EMU Initials: GP

Union Initials: SPM

TA'D Date: 3/19/2019

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. ~~Council 25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.~~

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 Enterprises (BOE) Reports access to Personnel Action changes such as ~~It shall be the duty of the Employer to notify the Union within ten (10) days following each pay period of any hired, rehired, reinstated, terminated or transferred employee into the bargaining unit. The information in BOE Reports provides is-notification will that includes the name, address, date of hire, classification and title of the new employee. The Employer will also notify the Union of employees who terminated from the bargaining unit.~~ The BOE access will also afford the President the ability to run the 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29³⁰, 2019

EMU Proposal: As Is X Modified _____

EMU Initials: JP

Union Initials: SPM

TA'D Date: 5/30/2019

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:

EMU Counter #12 to Union Counter #1 to EMU PROPOSAL # 16

- (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-Harrold
- (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:

- District 6: Dorm Complex #2 (Walton, Putnam, Phelps, Sellers), FMW - Housing, (Covering Districts 6, 7, and 8, Village, Eastern Eateries, Apartments (Brown Munson, and University Apartments);
- District 7: Dorm Complex #1 (Best, Buell, Downing, Wise, Jones-Goddard Jones-Goddard), Commons (Dining Commons #1),
- District 8: Dorm Complex 3 (Hoyt, Pittman, Hill) Crossroads Market Place/Dining Commons #3, Brown-Munson and University Apartments
- University Apartments, FMW Apartments
- (Brown Munson, University Apartments)
- (1) District 1. Student Center, FMW Student Center, McKenny Hall (2)
- District 2. Physical Plant, FMW State Building, Fletcher, Department of Public Safety/Dining Commons #3.
- (3) District 3. College of Business
- (4) District 4. Rackham, Sherzer, King, Starkweather
- (5) District 5. Sill, Paint Research, Alexander, Quirk
- (6) District 6. Boone, Pierce, Ford, Roosevelt, Pease, Welch, 611 West Cross
- (7) District 7. Strong, Jefferson, Briggs, Hover
- (8) District 8. Pray Harrold
- (9) District 9. Bowen, Warner, Olds/IM, Snow Health, Parking Structure Office
- (10) District 10. Dorm Complex #2 (Walton, Putnam, Phelps, Sellers), FMW
- Each year, fHousing (covering Districts 10, 11, and 12, Jones Goddard and Village) Eastern Eateries
- (11) District 11. Dorm Complex #1 (Best, Buell, Downing, Wise Jones-Goddard), Dining Commons #1
- (12) District 12. Dorm Complex 3 (Hoyt, Pittman, Hill) Crossroads Market Place/Dining Commons #3
- (13) District 13. Brown Munson, University Apartments, FMW Apartments

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~~(Brown Munson, University Apartments) (14) — District 14. Halle, Marshall and Porter or the months of April through August, Housing becomes one (1) District and the overtime is distributed in that manner.~~

C) Unit III (Food Services)

- ~~(1) — District 1. Student Center,~~
- ~~(2) — District 2. Crossroad Market Place/Dining Commons #3,~~
- ~~(3) — District 3. Dining Commons #1,~~
- ~~(4) — District 4. Eastern Eateries,~~
- ~~(5)(1) District 5. 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- 68 14
Unit III: Districts	1- 5

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 ~~Physical Plant~~ Employees.

Revised UNION PROPOSAL # 1

Date:

Time:

TA'd Date 3/12/11
Employer YAD
Union [Signature]

THIRD SHIFT EXCEPTION

Section ~~8.10~~ 7.07 The Union may appoint one steward, who is a District Chief Steward, and one 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: April ⁹8, 2019

EMU Proposal: As Is ☐ Modified ☒

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/9/2019

ARTICLE 8 UNION REPRESENTATIVES

LIST OF UNION REPRESENTATIVES

Section 8.02 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 8.03 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 8.04 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

Union Counter to EMU PROPOSAL #10

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 8.05 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 8.06 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 8.07 The Local President may be required to provide periodic accountings to the Office of 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 8.08 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 8.109 ~~Union Representatives~~ Members of the Bargaining Committee 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 Procedure. One or two union representatives Further, not more than one (1) member of the Bargaining Committee shall be granted release time, without loss of time or pay, not to exceed seventy five (75) 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.

fifty (50) 

Step II 

Section 8.10 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. ~~The Employer retains the right to initiate procedures for the proper accounting of release time as granted under this provision and for Supervisors to arrange for such release time when requested by Union representatives, with the understanding that such release time must be provided within a reasonable period of time (at least 48 hours notice).~~

Section 8.11 Members of the Bargaining Unit 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 8.09 Members of the Bargaining Unit 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 release time does not include time provided elsewhere in this agreement, including but not limited to time included in the above sections. 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 8.12 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 8.12309 Alleged abuses by either party of this provision may be considered as a proper subject for special conference.

THIRD-SHIFT EXCEPTION

~~Section 8.108.11~~ — The Union may appoint one steward, who is a District Steward working on the third shift, as the shift steward who may represent an employee in a district 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 28, 2019

EMU Proposal: As Is 2 Modified _____

EMU Initials: JR

Union Initials: SM

TA'D Date: 4/4/2019

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~~twelve (152) 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~~^{twelve} (15~~2~~) 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~~ (150) 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 fifteen (3015) 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~~ (150) 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 ~~Grievance Mediation~~ Pilot Project

~~Mediation is a nonbinding attempt to settle grievances prior to Arbitration. In recognition of this goal, a pilot project will be implemented. This project will remain in place for a period of two years commencing on July 1, 2016 and ending on June 30, 2018, at which time the pilot will end. The parties will then reconvene to determine if the project will be continued.~~

Grievance Mediation Process:

1. Within ten (10) working days of the employer's decision at Step III, prior
2. 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).
3. The parties will coordinate a date for mediation as soon as
4. administratively possible, so as to not unduly delay the grievance process.
5. Mediators will be presented with the case facts, receive and review
6. documents and hear testimony from each party.

7. 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 (20) twenty 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 union's 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 the grievance remains unresolved after Step II or Mediation, the Union and the Employer may mutually agree to an Arbitrator. If the parties do not mutually agree within fourteen (14) days, the Union may submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than twenty (20) working days after receipt of the Step II or Mediation answer, with concurrent notification to be provided to the Director of Labor and Employee Relations, or his/her designee. Notification to the Director of Labor and Employee Relations, or his/her designee, 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. The parties agree that the following panel of arbitrators will be assigned on a rotating basis. The next arbitrator on the list will be assigned the second case

and so on until each arbitrator has heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.

Mario Chiesa	Barry Brown
William P. Daniel	Barry Goldman
Ben Wolkinson	George Roumell
Paul E. Glendon	Mark Glazer

~~Section 9.21~~ If an arbitrator is not available for an extended period of time to hear a case (3 months or longer) with mutual agreement the parties may move to the next arbitrator on the list. With mutual agreement the parties may agree to deviate from the list and use the American Arbitration Association selection procedure.

Section 9.212 Upon written request, Michigan AFSCME Council 25 will provide the Director of Labor and Employee Relations with a list of all closed cases.

~~Section 9.23~~ Prior to an arbitrator's appointment, either party may, upon sixty (60) calendar days notice to the other party, summarily and without cause, strike one of the arbitrator's names from the Panel of Arbitrators, whereupon the parties shall meet and select a mutually agreed upon replacement.

~~Section 9.24~~ Except as might otherwise be agreed in writing between the parties, the grievance will be arbitrated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 9.225 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 9.236 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 21, 2019

EMU Proposal: As Is ☒ Modified ☐

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

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 seven five (7510) workdays~~ calendar days 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 this Article, the ~~calendar 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. ~~and which was issued as a minor 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 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.

EMU COUNTER #1 TO Union Counter to EMU PROPOSAL #8A

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 28, 2019

EMU Proposal: As Is ✓ Modified

EMU Initials: JLJ

Union Initials: DMJ

TA'D Date: 4/4/2019

ARTICLE 10 SUSPENSION, DISCIPLINE, DISCHARGE, ATTENDANCE AND
TARDINESS
APPENDIX G ABSENTEEISM/TARDINESS

~~EASTERN MICHIGAN UNIVERSITY ABSENTEEISM AND TARDINESS GUIDELINES~~
~~FOR AFSCME LOCAL 3866 BARGAINING UNIT EMPLOYEES~~

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.

EMU COUNTER #1 TO Union Counter to EMU PROPOSAL #8A

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~~ two (32) times in a calendar month ~~thirty day period that begins with the most recent late arrival and extends backwards from that point twenty-nine calendar days.~~

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 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 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:

VIOLATION	PENALTIES
Violation of these Guidelines	Formal Counseling
Subsequent violation occurring within <u>one</u> one-six (146) year year <u>months</u> 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 day suspension without pay
Subsequent violation occurring within one (1) year from date of the occurrence for which a three day suspension was issued.	Termination of employment and loss of seniority

EMU COUNTER PROPOSAL #2 to UNION PROPOSAL #2A

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: March 28, 2019

EMU Proposal: As Is 8 Modified _____

EMU Initials: JPS

Union Initials: SM

TA'D Date: 4/4/2019

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 ~~Within twenty (20) calendar days after the date of the execution of this Agreement, the Employer will provide the Local President a unit wide seniority list which may be posted on the appropriate bulletin boards. The Employer will also furnish the Chief Stewards with copies of such lists. The Employer will provide to the Union real time access to maintain an up to date the seniority list on the Business Objects Enterprises ("BOE") system, a copy of which shall be provided the Local President for posting on the appropriate bulletin boards, and copies to Chief Stewards at three (3) month intervals following the initial posting.~~

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 ~~department~~ of each listed employee.

PROBATIONARY EMPLOYEES

Section 11.04 ~~Each employee of the Bargaining Unit shall be considered a probationary employee for the first one hundred eighty (180) calendar days of employment as a regular employee. The probationary period may be extended an additional ninety (90) calendar days in two 45 day increments.~~

EMU COUNTER PROPOSAL #2 to UNION PROPOSAL #2A

New employees hired after the ratification of this agreement shall be considered as probationary employees for the first one hundred and eighty two hundred forty five (180245) 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 thirtyninety (3090) 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 and 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 new-employee on-boarding 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

EMU COUNTER PROPOSAL #2 to UNION PROPOSAL #2A

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 ~~registered or~~ 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 he/she shall be considered a quit.

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 closings 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:

EMU COUNTER PROPOSAL #2 to UNION PROPOSAL #2A

Section 11.15 The layoff procedure provided herein shall not be applicable to Food Service Employees ~~laid off~~ 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 ~~and the Ingredient and Pastry Crew~~ shall be considered as a single district.

Section 11.16 Food Service Employees who are on summer release (closedown) ~~laid off~~ 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 that fourteen (14)

EMU COUNTER PROPOSAL #2 to UNION PROPOSAL #2A

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 (45th) 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.

EMU COUNTER #2 TO Union Counter #1 to EMU PROPOSAL #14

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: May 29, 2019

EMU Proposal: As Is x Modified

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

ARTICLE 11 SENIORITY DEFINED AND IT'S APPLICATIONS

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:

EMU COUNTER #2 TO Union Counter #1 to EMU PROPOSAL #14

- (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. The successful bidder will move to the new position on the date posted on position posting.~~
34. 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.

EMU COUNTER #2 TO Union Counter #1 to EMU PROPOSAL #14

- (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 ~~At the request of the Local President, a copy of the Transfer Availability List and transfer out of the bargaining unit list, shall be provided to the Union. Employees with a current discipline of two points or more on file are not eligible to sign the list. The Local President shall be notified of any bargaining unit members, or current temporary employee who has received a temporary transfer.~~

Section 11.38 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 11.39 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 11.40 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.

EMU COUNTER #2 TO Union Counter #1 to EMU PROPOSAL #14

Section 11.41 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 11.42 As of the inception of this Agreement, the Operational Areas are defined as:

- (1) Physical Plant (including Housing, Grounds, Trades, and Custodial, Student Center)~~(Student Center Union)~~
- (32) Dining Services
- (43) Intercollegiate Athletics
- ~~(4) Other Areas not listed~~

Section 11.43 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 11.44 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.

EMU COUNTER #2 TO Union Counter #1 to EMU PROPOSAL #14

- (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 11.45 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 11.46 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 11.47 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 11.48 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 11.49 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

EMU COUNTER #2 TO Union Counter #1 to EMU PROPOSAL #14

which they are capable of performing provided such individuals 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 11.50 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 11.51 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 30, 2019

EMU Proposal: As Is Modified

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

ARTICLE 12 SICK LEAVE

SICK LEAVE

Section 12.01 ~~All full time employees are entitled to receive 32 hours of sick leave benefits on July 1 of each year and accrue sick leave benefits on the basis of four three (34.0) hours for each completed two (2) weeks of service or major fraction thereof, 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.~~ 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 more than 64 hours or more in order to receive the full four hours accrual. Full time employees who have completed two weeks of service less than 64 hours, the four hours will be prorated based on hours paid in that two 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.

EMU COUNTER #4 to UNION PROPOSAL # 17

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) three four (34)~~ 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 a University Human Resources or Benefits staff member will make the request directly to the employee. 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~~ ~~four six~~ (46) earned sick leave days ~~(3248 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** Employees with at least twelve months of continuous service, who during the fiscal year do not use all the personal sick leave in 12.15, shall, at the employee's option, have any amount of the unused portion moved into their annual leave balance.~~

~~**Section 12.17** An employee with ten (10) or more years' service and who is over age fifty (50) on the date he/she separates from the University shall be paid for fifty percent (50%) of his/her unused sick leave as of the effective date of separation. Such payments are to be made at the employee's rate of pay as of the date of separation.~~

~~**Section 12.18** In the case of the death of an employee, payment of fifty percent (50%) of his/her unused sick leave shall be made to his/her beneficiary or estate. Such payments will be made at his/her regular rate of pay as of the date of death.~~

Section 12.16 PAID MEDICAL LEAVE ACT (PMLA)

Employees who work at least 26 hours per week are eligible to utilize up to forty (40) hours of their 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 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 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

EMU COUNTER #4 to UNION PROPOSAL # 17

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-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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

EMU PROPOSAL #12A

Proposal Date: April 2, 2019

EMU Proposal: As Is X Modified

EMU Initials: JOS

Union Initials: SM ye

TA'D Date: 4/4/2019

ARTICLE 13 LEAVE 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, ~~or~~ maternity disability 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, after exhausting 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. ~~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 ~~or Workers' Compensation~~, 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 ~~or Workers' Compensation leave~~ he/she will be returned to

EMU PROPOSAL #12A

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 concurrently with workers compensation and 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 employee 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 (1) year under the Medical Leave provision through the University of Human Resources division Director of Labor and Employee Relations. 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~~ shall 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

EMU PROPOSAL #12A

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 ~~rolling~~-year (twelve month) method for administering the Act.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 28, 2019

EMU Proposal: As Is 2 Modified _____

EMU Initials: JAO

Union Initials: DJM JBL

TA'D Date: 4/4/2019

ARTICLE 13 LEAVE OF ABSENCE

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 physician 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 30, 2019

EMU Proposal: As Is X Modified

EMU Initials: JD

Union Initials: DM

TA'D Date: 5/30/2019

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 9th, 2000 through and including June 30, 2002, employees on a Monday through Friday work week as of May 9th, 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 9th, 2000. This "grandfather" provision shall not apply to anyone who successfully bids to another position on or after May 9th, 2000.

Section 14.04 Effective May 9th, 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 grievance procedure](#) and ~~.An employee 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 an 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 14.087 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. ~~and who wish to avail themselves of such new start time shall make their interest known to their immediate supervisor in writing.~~ 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 14.098 Notification and discussion for the purpose of this provision shall be as follows:

Section 14.09 (1) Changes which affect a single representational district - District Steward.

(1) ~~Changes which affect two (2) or more districts in an occupational/representation unit—Chief Steward of such unit.~~

(2) Changes which affect two (2) or more ~~occupational/~~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.

EMU COUNTER 2 to UNION PROPOSAL #6

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is X Modified

EMU Initials: JRM

Union Initials: JRM

TA'D Date: 5/30/2019

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 be paid, for all hours worked, double the employee's straight time rate during the closedown. 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, vacation, or "no pay" to cover their absence.

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)

EMU COUNTER 2 to UNION PROPOSAL #6

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

EMU Counter 1 to Union Counter proposal to EMU PROPOSAL #6

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 26, 2019

EMU Proposal: As Is X Modified

EMU Initials: BP

Union Initials: SM Jbc

TA'D Date: 4/4/2019

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 ~~Marshall, Mark Jefferson,~~
- ~~(2) Pray Harrold, Porter and Ree IM~~
- (2) Market Place ~~Maintenance Time Clock~~
- (3) Commons (DC1) ~~Hoyt Conference Center~~
- (34) DC 1 (Downstairs) ~~Cross Roads (DC3)~~
- (5) DC 1 (Upstairs) ~~Cafes (Located in the Satellite Office))~~
- (46) Student Center (Dock Office)
- (57) Hill Hall Eastern Eateries (DC2) Union to provide bulletin board
- (68) Eastern Eateries Heating Plant
- (9) Central Stores
- (10) Heating Plant
- (11) College of Business Building
- (7+2) Halle Library
- (8) Convocation (Operations Office)
- (13) Jones Goddard (Goddard time station)

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.

EMU Counter 1 to Union Counter proposal to EMU PROPOSAL #6

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.

EMU Counter to Union Counter Proposal B to EMU PROPOSAL #7A

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March ~~1941~~, 2019

EMU Proposal: As Is 2 Modified _____

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/4/2019

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 ~~The Employer may change an existing job classification specification or create a new job in the bargaining unit which is not covered by an existing classification specification. In the 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 classification description of the new or revised job and pay grade prior to posting via email to the AFSCME Local 3866 President and/or, 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. In such event, the Employer shall notify the Union of the pay rate of the new or revised job and provide the Union with a copy of the official classification specification for the position. Within twenty (24) hours/one (1) business day the union president or vice president shall reply to the email message confirming receipt of the job classification. The union will have if requested five six (565) working days from the date the email notification is sent confirmation is sent to the Labor and Employee Relations Director or his/her designee 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 grade. 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. within ten (10) working days after receipt of such notification by the Union, the Employer shall meet with Union representatives, not to exceed three (3) persons, to negotiate the pay rate for the new or revised job. 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.~~

EMU COUNTER #2 to UNION PROPOSAL # 14

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is _____ Modified X

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

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 workweek. 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 over- time 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 23.0897 below.

EMU COUNTER #2 to UNION PROPOSAL # 14

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 23.067 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 23.0786 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 23.0897 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.

EMU COUNTER #2 to UNION PROPOSAL # 14

Section 23.109 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 one day of overtime (for example eight (8) hours) and have it treated as one refusal.

Section 23.101 Employees when signing the overtime availability list will have the option to elect if they would like to be called to receive overtime ~~upon~~ 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 employee must communicate to their supervisor and/or the individual who calls them for overtime that they are on pre-approved vacation.

Section 23.112 08 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 ~~and will be paid double time for the hours worked.~~

Section 23.120139 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 23.1340 ~~The employer will first attempt to contact eligible employees in person, if not possible an employee will be called by telephone. When the Employer attempts to contact the employee by telephone to schedule overtime, and in the event an employee does not answer a call, if possible, the Employer will leave a voicemail will be left, if possible, including the overtime hours that were to be asked. If the employee responds to the voicemail, there is no guarantee that the overtime was not has not already been accepted by another employee.~~

Section 23.1450 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 would will be called on the basis of the most senior employee

EMU COUNTER #2 to UNION PROPOSAL # 14

with the least hours of overtime in their classification. Employees will not be charged hours or refusal for declining out of district overtime.

Section 23.156 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 78.01 — 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 23.11-176 Employees who work a total of fourteen (14) ~~sixteen (16)~~ 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.

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: March 14, 2019

EMU Proposal: As Is Modified

EMU Initials: 

Union Initials: 

TA'D Date: 5/30/2019

ARTICLE 26 FITNESS FOR DUTY MEDICAL DISPUTE

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. 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 physician 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.

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 evaluations 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 months. If after six months, it is determined by a medical doctor that the employee cannot return to work, the employee will be released from EMU.

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

EMU PROPOSAL #21B

Proposal Date: May 30, 2019

EMU Proposal: As Is X **Modified**

EMU Initials: EPD

Union Initials: JSM

TA'D Date: 5/30/2019

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 \$500.00 one-time bonus. The \$500.00 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+7, 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, 20218 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 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.

EMU COUNTER #2 to UNION PROPOSAL #11

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is X Modified _____

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

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~~ ~~forty-fourth~~ (132nd 144th) month of continuous service. (20 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.

EMU COUNTER #2 to UNION PROPOSAL #11

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.

EMU COUNTER #2 to UNION PROPOSAL #11

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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 30, 2019

EMU Proposal: As Is Modified AP
 EMU Initials: EM
 Union Initials: EM
 TA'D Date: 5/30/2019

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.

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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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 30, 2019

EMU Proposal: As Is X Modified _____

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

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.
- (d) Not returning from a leave.

(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. In which "active payroll" is defined as receiving pay for actual hours worked.

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 2nd, the employee must return to active payroll in order to receive longevity for that year. Employees shall not be eligible to receive 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

EMU COUNTER PROPOSAL #2 TO UNION PROPOSAL # 12

EASTERN MICHIGAN UNIVERSITY AND AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is X Modified _____

EMU Initials: ED

Union Initials: SM

TA'D Date: 5/30/2019

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, Healthcare Plan Design and Cost Share Table. The health insurance plan rates change in January ~~2017, 2018 and 2019~~, 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

EMU COUNTER PROPOSAL #2 TO UNION PROPOSAL # 12

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. ~~Spouses may remain on the University's plan, but as secondary insurance only.~~

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.

EMU COUNTER PROPOSAL #2 TO UNION PROPOSAL # 12

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 ~~Employees~~ Individuals laid off are eligible to continue their health and dental coverage as dictated by COBRA.

DINING SERVICE EMPLOYEES ON SUMMER ~~RELEASE (CLOSEDOWN)~~ LAY OFF

Section 32.15 Dining Service employees who do not work (~~appointment expires, or are on lay off~~) 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) lay off) 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 an annual allotment allowed by law, not to exceed of \$1,200 \$2,000 or maximum allowed by law, whichever is greater, prorated and paid with the regular bi-weekly pay. Any employees who is are 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-five (~~55~~50) years of age with ~~fifteen ten~~ (~~15~~10) years of service to EMU, ~~or are at least sixty (60) 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

EMU COUNTER PROPOSAL #2 TO UNION PROPOSAL # 12

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.

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: April 4, 2019

EMU Proposal: As Is 2 Modified _____

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 5/30/2019

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:

Benefits	Insurance Carrier Pays	Employee Pays
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Oral Surgery ¹	80 75%	20 25%
Restorative ¹	80 75%	20 25%
Periodontics ¹	80 75%	20 25%
Endodontics ¹	80 75%	20 25%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

Maximum Contract Benefit

¹~~\$1,500.00~~ ~~1,000.00~~ per person total per contract year

²Lifetime Orthodontia maximum benefit of ~~\$2,000.00~~ ~~1,500.00~~ 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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: April 4, 2019

EMU Proposal: As Is Modified

EMU Initials:

Union Initials:

TA'D Date: 5/30/2019

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- ~~sevensix and two-thirds~~ (67 2/3%) 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 (1/2) 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.

EMU COUNTER PROPOSAL #2 UNION PROPOSAL #7

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is Modified

EMU Initials:

Union Initials:

TA'D Date: 5/30/2019

ARTICLE 38 BEREAVEMENT LEAVE

Section 38.01 If a death occurs among members of an employee's immediate family, the employee will be allowed ~~three fivefour (453)~~ 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 ~~three five four -(435)~~ working days shall be taken during the ten (10) workday period commencing with the date of death notification and need not be concurrent. For The Bereavement leave for other "immediate family" other than spouse and child, the employee will be allowed will constitute a 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.

EMU COUNTER PROPOSAL #2 UNION PROPOSAL #7

Section 38.04 ~~For purposes of 38.03, p~~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 certificate 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.

EMU Counter to Union Revision TO UNION PROPOSAL #4

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: March ~~1921~~, 2019

EMU Proposal: As Is X Modified _____

EMU Initials: ESM

Union Initials: ISM JEL

TA'D Date: 4/4/2019

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 shorts) 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. At the discretion of the university, An employee may substitute a pair of shorts in place of one of the three 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.

EMU Counter to Union Revision TO UNION PROPOSAL #4

~~Section 39.04 Female Employees hired on or before May 9th, 2000, who are required to wear work uniforms shall be given a choice of having uniform dresses or slacks and shirts, tailored for women.~~

Section 39.045 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 39.056 The Employer agrees to provide each employee who is required by the Employer to wear safety shoes with ~~seventy-one hundred twenty-five~~ dollars (\$~~70 10025~~) per year safety shoe allowance.

SHORTS

Section 39.067 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. Exception 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 39.078 The Employer agrees to provide each employee who is required by the Employer to wear safety glasses with safety glasses as needed each year. An employee who requires prescription glasses will be provided prescription safety glasses at no cost to the employee.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 7, 2019

EMU Proposal: As Is 2 Modified _____

EMU Initials: YOR

Union Initials: JE DGM

TA'D Date: 3/12/2019

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 ~~ten~~ (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.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 30, 2019

EMU Proposal: As Is X Modified

EMU Initials: JCS

Union Initials: DM

TA'D Date: 5/30/2019

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 ~~hang tag~~, commencing for the 2009-2010 school year. Such fees ~~will may~~ be paid on a ~~post~~pre-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, rehire, 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 43.076 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 43.087 "EMU", "University", "Employer" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agent.

Section 43.098 "Union", "Local" means AFSCME Local 3866, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section 43.109 "Employee" or "Regular Employee" means a person regularly employed in the Bargaining Unit, as defined in Article III.

Section 43.110 "Unit" or "Bargaining Unit" means the employees collectively covered by Article III.

Section 43.121 Pronouns of masculine or feminine gender include each other.

Section 43.132 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 43.143 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 43.154 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 this agreement, shall refer to the work days of the employee.

EMU PROPOSAL #25B

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 12 months. The AEA must not be a dependent of the employee or related by blood or marriage.

Section 43.19 The term "Major Fraction thereof", when used in this agreement shall refer to actual hours worked in the amount of 64 hours to 80 hours in a pay period.

EMU Counter #1 to Union Counter #1 to EMU PROPOSAL #13

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is X Modified

EMU Initials: JG

Union Initials: JSM

TA'D Date: 5/30/2019

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, 20169 until and including June 30, 202219, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between March~~April~~ 1, and April 30, 202219 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 not later than May 1, 20229 or such other mutually agreed upon date subsequent to May 1, 20222022.9

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 1st day of July, 20196.

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 14, 2019

EMU Proposal: As Is X Modified _____

EMU Initials: JS

Union Initials: JS JS

TA'D Date: 3/19/2019

~~APPENDIX C — BUSINESS OBJECTS ENTERPRISE~~

~~Business Objects Enterprise (BOE) access will be provided to the Union President. The purpose of this will afford the President the ability to run the Seniority Reports, Personnel Action Reports and Temporary Employee Reports.~~

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 29, 2019

EMU Proposal: As Is X Modified

EMU Initials: DM

Union Initials: JMD

TA'D Date: 5/30/2019

APPENDIX DE LETTER OF AGREEMENT – RE: PAST LETTERS OF
AGREEMENT

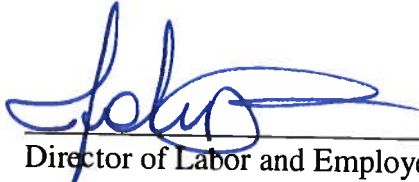
The parties agree that all past Letters of Agreement and Memorandums of Understandings (“MOUs”) with the exception of the Energy Savings Day MOUs prior to June 30, 2019, not listed in the collective bargaining agreement CBA or Appendix are null and void.

EASTERN MICHIGAN UNIVERSITY

AFSCME LOCAL 3866

Joline Davis

Denis Martin

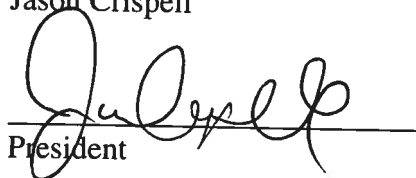


Director of Labor and Employee Relations



Council 25 Representative

Jason Crispell



President

**EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866**

Proposal Date: May 30, 2019

EMU Proposal: As Is Modified _____
EMU Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 5/30/2019

APPENDIX DC

Memorandum

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

To: Heating Plant Staff

Date: May 1130, 20196

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

EMU PROPOSAL #29

Memorandum of Understanding
Eastern Michigan University
And
AFSCME Local 3866

One Year Pilot Program Re: 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 hours over. Stationary Engineers on duty after the affected shift will be contacted to come in four hours early, if available. The supervisor is ultimately responsible for finding 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. Requests 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 hours and the Stationary Engineer on duty after the shift will come in four 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. It will remain in effect for one year from the date the agreement is signed by both parties. After the one year mark the parties will reconvene to determine if the agreement should be continued or dissolved. 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 ten (10) working days' written notice to the other party.~~

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 hours over. Stationary Engineers on duty after the affected shift will be contacted to come in four 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.

Requests 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 hours and the Stationary Engineer on duty after the shift will come in four hours early. Call-in pay does not apply in this instance because this is a scheduled event.

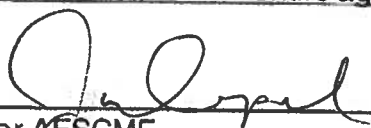
More than Two Days Off

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.

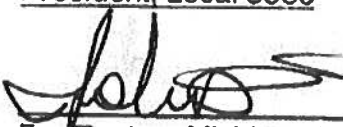
This pilot program is exclusive to heating plant employees only. The agreement will remain in effect from the ratification date of the collective bargaining agreement through June 30, 2020. Either party may call a special conference to discuss issues and concerns regarding matters that arise out of this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

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

This constitutes the entire agreement.

 5/30/2019

For AFSCME Date
Jason Crispell
President, Local 3866

 5/30/2019

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

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 21, 2019

EMU Proposal: As Is X Modified

EMU Initials: JCS

Union Initials: JCS

TA'D Date: 4/4/2019

APPENDIX C — ABSENTEEISM/TARDINESS

**EASTERN MICHIGAN UNIVERSITY ABSENTEEISM AND TARDINESS GUIDELINES
FOR AFSCME LOCAL 3866 BARGAINING UNIT EMPLOYEES**

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

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

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

An employee shall be deemed "late for work" if he/she is late to work more than two (2) times in a thirty day period that begins with the most recent late arrival and extends backwards from that point twenty-nine calendar days.

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 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 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

Following informal counseling, which shall be documented in a letter to the employee or by a "contact sheet", the following penalties shall apply:

VIOLATION	PENALTIES
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 day suspension without pay
Subsequent violation occurring within one (1) year from date of the occurrence for which a three day suspension was issued.	Termination of employment and loss of seniority

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: March 5, 2019

EMU Proposal: As Is ☒ Modified ☐

EMU Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 3/12/19

APPENDIX H **~~ADDENDUM TO MASTER AGREEMENT - FAST FOOD WORKERS~~**

~~This Addendum Agreement is entered into this 25th day of September, 1990, by and between Eastern Michigan University and Local Union 3866 affiliated with Council 25 of the American Federal of State, County and Municipal Employees and the AFL-CIO, to set forth the terms and conditions of employment of employees hired in a new job classification entitled, "fast food worker" which the University intends to create to supplement its student work force in campus fast food operations.~~

~~To provide for this supplemental source of labor at a cost to the University that is competitive in the fast food service industry, the parties agree as follows:~~

1. ~~Persons Covered~~

~~It is agreed that the campus fast food operations are operations staffed with student labor which is supervised by professional technical and administrative professional employees and the University shall not be obligated to employ employees represented by AFSCME in that operation. However, if a supplemental source of hourly labor should be necessary, the University agrees to employ persons in a "fast food worker" job classification which shall be represented by AFSCME as herein provided. It is further agreed that the University will make exclusive use of employees in this job classification for providing non-salaried labor as the University may from time to time find desirable to supplement its student work force.~~

2. ~~Union Membership/Service Fee Obligations~~

~~Employees hired as fast food workers may tender the fee and become members of the Union or may pay a service fee as determined by the Union in accordance with state and federal law and shall continue such membership, or pay such service fees, as a condition of continued union membership.~~

~~During life of this Addendum Agreement and in accordance with the terms of the Authorization Form, and to the extent the laws of the State of Michigan permit, the University agrees to deduct the Union membership dues levied in accordance with the Constitution and By-laws of the Union, or the applicable service fees, from the pay of each employee who executes the Authorization Form.~~

~~The provisions of ARTICLE 6, Union Membership, Section 6.06 to 6.16 above, of the parties' Master Agreement are hereby incorporated as if fully restated herein.~~

3. ~~Compensation~~

~~Employees hired under this Addendum Agreement as "fast food workers" shall be paid a wage as determined from time to time by the University, but in no event less than 20% above the Federal minimum wage, or such minimum wage as the University may establish from time to time for students assigned to this job classification.~~

4. ~~Benefits~~

~~Employees hired under this Addendum Agreement who are employed 20 hours or more per week for three (3) consecutive months or more shall be entitled to prorated sick leave, vacation, and holiday benefits as provided in ARTICLE 12 above of the parties' Master Agreement, those benefits required by law, and those benefits expressly provided in this Addendum Agreement, but no others.~~

5. ~~Work Week~~

~~The work week of employees hired under this Addendum Agreement shall be determined by the University based on operational needs, but is normally expected to be five (5) consecutive days.~~

6. ~~Hours of Work~~

~~The hours of work of employees hired under this Addendum Agreement shall be determined by the University based on operational needs, but is normally expected to be five (5) consecutive hours of work within a twenty-four (24) hour period beginning not earlier than 5:00 a.m.~~

7. ~~Uniforms~~

~~Employees hired under this Addendum Agreement will be provided such uniforms as may be deemed appropriate by the University.~~

8. ~~Duration of Employment~~

~~A person hired under this Addendum Agreement shall be employed at the will of the University for an indefinite period and may be terminated at any time at the sole and exclusive discretion of the University.~~

9. ~~Other Employment Opportunities~~

~~After one hundred and eighty (180) days continuous employment, an employee working under this Addendum Agreement shall be permitted to apply for position vacancies in the bargaining unit under the same terms and conditions as apply to regular bargaining unit members, including serving a full probationary period.~~

10. ~~Representation~~

~~AFSCME shall be entitled to represent employees hired under this Addendum Agreement for the purpose of enforcing the clear and express terms of this Addendum Agreement only. Grievances arising under and during the life of this Addendum Agreement and which pertain to the interpretation, application and alleged violation of these express terms and conditions of this Addendum Agreement, may be processed under ARTICLE 9 above, Grievance Procedure, of the Collective Bargaining Agreement.~~

11. ~~Applicability of Master Agreement~~

~~ARTICLE 17 above, Rights of the Employer, and ARTICLE 44 above, Scope of Agreement, of the parties' Master Agreement are hereby incorporated as if fully restated herein. References to Agreement as therein provided shall be construed to refer to this Addendum Agreement.~~

~~Except as otherwise provided herein, employees covered by this Addendum Agreement are expressly and specifically excluded from coverage of the parties' Master Agreement dated.~~

12. ~~Duration~~

~~This Addendum Agreement shall expire with the parties' Master Agreement.~~

~~EASTERN MICHIGAN UNIVERSITY~~ ~~AFSCME LOCAL 3866~~

~~David Turner~~ ~~Austin Garrett~~

~~V.P., University Human Resources~~ ~~Council 25 Representative~~

Jason Crispell

President

EASTERN MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 3866

Proposal Date: May 30, 2019

EMU Proposal: As Is ☒ Modified ☐

EMU Initials: JCP

Union Initials: SM

TA'D Date: 5/30/2019

APPENDIX I HEALTH CARE TABLE

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

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

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

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.

**Memorandum of Understanding
Eastern Michigan University And
AFSCME Local 3866**

This **MEMORANDUM OF UNDERSTANDING ("MOU")**, dated this 30th 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:

Section 11.04

1. With the ratification of the parties' collective bargaining agreement the probationary period will change from 245 days to 180 days with two 45 day extensions. The following will apply to the individuals listed below:

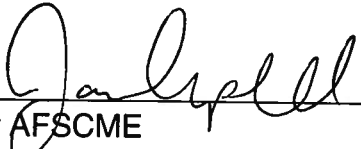
	Loechli	Nicholas	FM	3/14/2019	14
	Sarchenko	Amy	FM	1/22/2019	65
	Lancaster	Valerie	FM	1/20/2019	67
	Boak	Colin	FM	12/10/2018	108
	Lindberg	Matthew	FM	11/12/2018	136
	Weirich	Allan	FM	11/5/2018	143

2. For Nicholas Loechli, Amy Sarchenko and Valerie Lancaster, the new probationary period language will apply upon the ratification of the collective bargaining agreement.
3. For employees hired between March 28, 2019 and the date of the ratification of this agreement, the new probationary period language will apply.
4. For Colin Boak, Matthew Lindberg and Allan Weirich their probationary period will be 245 days.
5. **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

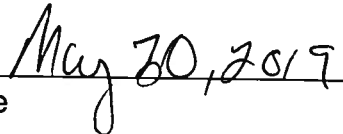
non-precedential and in no way alter the terms of the parties' collective bargaining agreement.

6. **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.


7. This constitutes the entire agreement.



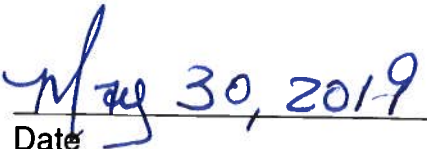
For AFSCME
Jason Crispell
President, Local 3866



Date



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



Date

**Memorandum of Understanding
Eastern Michigan University And
AFSCME Local 3866**

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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:

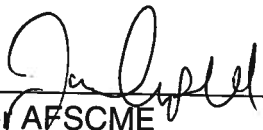
Classification Review

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 paygrade and job duties.

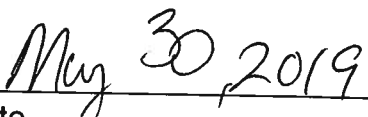
Heating Plant

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



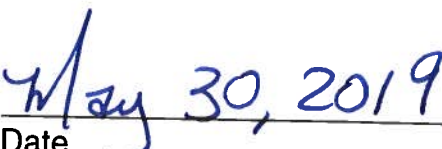
For AFSCME
Denis Martin
AFSCME International Representative



Date



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



Date

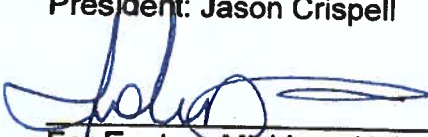
COLLECTIVE BARGAINING AGREEMENT ARTICLES WITH NO CHANGES

ARTICLE	ARTICLE NAME	No Changes
2	Purpose and Intent	X
3	Recognition	X
5	Aid to other Unions	X
15	Shift Differential and Hours	X
17	Rights of the Employer	X
18	Strikes and Lockouts	X
20	Training and Development Opportunities	X
22	Work of Supervisors and Foreman	X
24	Rules, Policies, Regulations and Requirements	X
25	Jury Duty	X
27	Student Employees	X
	Life Insurance, Group Life Insurance and Accidental Death and Dismemberment	X
33		X
36	Long Term Disability	X
37	Retirement Benefits	X
41	Sub-Contracting	X
42	Tuition Waiver Program	X
44	Scope of Agreement	X
Appendix A	Group Life Insurance	X
Appendix F	LOA - Union Bulletin Boards	X

These are the articles that have not changed and will roll over into the new collective bargaining agreement.


 For AFSCME Local 3866
 President: Jason Crispell

5/30/2019
 Date


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

5/30/2019
 Date