

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND
AFSCME LOCAL 1568, AFL-CIO**

Central Michigan University (“CMU”) and AFSCME Local 1568 (“Union”) are parties to a collective bargaining agreement (“Agreement”) expiring June 30, 2025.

1. Current terms of the Agreement govern the process of employee layoff and recall. This memorandum of understanding is designed to outline the interpretation of Article 21 and Article 22 of the agreement in situations where an employee is being placed in layoff status and where the employee will displace an employee or transfer (bump/recall) into a vacant position at a lower level of pay than the position from which they are being laid off.
2. The Parties hereby agree:
 - a. When an employee is placed on involuntary layoff status, and where the only offer of transfer (bump/recall) extended to the employee by CMU, at the time of layoff, is for a position at a lesser pay level than the pay level of the position from which the employee is being laid off; the employee may elect between accepting the transfer (bump/recall) into a position with lesser pay or accept placement on layoff.
 - b. Where an employee accepts the offered transfer (bump/recall) into a position at a lesser pay level; the employee retains transfer (bump/recall) rights to positions for which they possess the necessary training, basic qualifications, and physical qualifications for positions at higher pay levels up to their previous pay level.
 - c. Where an employee declines the offered transfer at a lesser pay level (bump/recall) and elects to be placed on layoff status; the employee retains transfer (bump/recall) rights to positions for which they possess the necessary training, basic qualifications, and physical qualifications for positions at higher pay levels up to their previous pay level.
 - d. In either situation outlined in (b) or (c) above, the employee’s right to transfer (bump/recall) at or equal to the offer of transfer extended by CMU to the employee, at a lesser pay level, is fulfilled and CMU is no longer under any obligation to offer transfer (bump/recall) at or below the level at which the offer of transfer (bump/recall) was issued to the employee.
 - e. Where an employee is placed on involuntary layoff status, and CMU extends an offer of recall to the employee at a different position from which the employee is being laid off, but where the pay level is equal to the employee’s pay level at the time of layoff; the employee may elect between accepting the offer of transfer (bump/recall) or electing to resign from employment. In the event the employee elects resignation, all obligations to offer transfer (bump/recall) are satisfied by CMU and the employee maintains no right to transfer (bump/recall).
3. This memorandum of understanding is a codification of the Parties mutual understanding and in no way alters Article 21 or Article 22 of the Agreement.

This memorandum of understanding is entered into in good faith by all parties and will not otherwise serve to amend or modify existing terms and conditions of the Agreement.

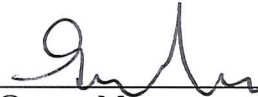
AGREED TO AND ACCEPTED THIS 7th DAY OF September 2023:

FOR THE UNIVERSITY:



Scott J. Hoffman, J.D.
Director/Employee Relations

FOR THE UNION:



George Moore
President/AFSCME Local 1568

FOR COUNCIL 25:

Lori Greyerbiehl, Staff Representative
AFSCME Council 25