

# Temporary Employment Guidelines

Temporary employee hiring is appropriate, on a short-term basis, for filling a temporary vacancy, augmenting the regular departmental workforce, performing a special project, or covering for a regular employee on vacation, leave of absence, or sick leave.

Departments are responsible for assuring they have sufficient funding to cover temporary employee costs which include salary and fringe (currently 13.2%).

If the department is employing individuals who fall under the Minors on Campus Policy, the program administrator must ensure that the [program registration](#) process is initiated through Risk Management.

Departments must process a [temporary labor appointment form](#) located on the Human Resources web site prior to the start of employment in order for Human Resources to approve the appointment type, rate of pay and appointment period. In addition to the [temporary labor appointment form](#), the department must ensure that the temporary employee completes the following (linked) forms:

- [Form I-9](#) within the first three days of employment (if not currently on file)
- [Federal W-4](#) tax form
- [Michigan W-4](#) tax form
- [Post-Employment Inquiry Form](#)

Please advise temporary employees that they are responsible for purchasing a parking pass through the NMU Police Department, located at 100 Services Building, 227-1476. All temporary labor employees who have not worked on campus previously will need to contact Human Resources at 227-2114 to provide their social security number and date of birth.

Temporary labor isn't intended to erode bargaining unit or student employment. If an individual isn't enrolled in sufficient credits to be considered student employment, the department must appropriately plan for a student replacement and not continue employment for those who aren't eligible for student employment.

Certain criteria must be reviewed prior to hiring a temporary employee so that there are no violations of applicable collective bargaining agreements. If the appointment is for a unionized position, it is important that the appointment period does not exceed that allowable by the respective collective bargaining agreement (see below). If there is a need to extend a temporary employee beyond the allowable appointment period in the respective collective bargaining agreement, the department must contact the Human Resources Department one week prior to the end of the appointment period to provide rationale for the extension and allow sufficient time to inform the union of the extension. Below is the applicable collective bargaining agreement language pertaining to temporary employment for unionized positions:

## **AFSCME Local 1094**

- Article 1 Recognition and Definitions, Section B, Item 2 – The term “temporary employee” shall mean any individual, or individuals, whose employment is for any purpose described in (a) through (b) below. Employment of a temporary employee shall not exceed six (6) months in any twelve (12)-month period, unless agreed to in writing between the Union and the Employer. After a temporary employee has worked six (6) months in any twelve (12)-month period, that individual shall not be eligible to be hired by the Employer to do any work normally done by this bargaining unit for a period of three (3) calendar months. The Employer will notify the Union in writing within ten (10) calendar days of the hire of temporary employees. Such notification will indicate the job classification and department of the temporary employee.
  - (a) Augmenting the regular work force of employees to meet the requirements of the Employer that may be occasioned by increased workloads or other conditions that may create short-term staffing shortages; or
  - (b) Staffing specific short-term projects such as those which are seasonal in nature (including but not limited to the planting seeds and trees, snowplowing, spring cleaning, etc.).

- Article 1, Section B, Item 3 - The term "substitute employee" shall mean any individual or individuals whose employment is for the purpose of relieving employees who are absent due to reasons such as sickness or injury, leave of absence, or vacation.
- Article 10 Seniority and Loss of Seniority, Section B, Item 1- There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting six (6) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary within the bargaining unit within a six (6)-month period, they will be entered on the seniority list as of the latest date of hire.
- Article 10, Section B, Item 2- With the exception of Item 1 above, the Union shall represent temporary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged or disciplined employees for other than Union activity. The probationary period in respect to wages only for temporary employees shall be one hundred and eighty (180) calendar days of continuous employment. Fringe benefits for temporary employees is limited to holiday pay only, provided that the employee has been on the payroll for two (2) consecutive pay periods and has worked at least twenty (20) days immediately preceding the holiday. Payroll deductions for union dues shall be made for those temporary employees who are on the payroll for two (2) consecutive pay periods and have worked at least fifteen (15) days during the two (2) consecutive pay periods. Such a deduction shall be dependent upon the Employer's receipt of a Union Dues Authorization Form.
- Article 15 Sickness, Dependent Care and Injury Pay, Section A Sick Leave - Temporary employees as defined in Article 1 will not qualify for sick leave benefits.
- Article 16 Holidays, Section D - There will be no seasonal bonus day pay for temporary employees. Temporary employees will not qualify for holiday benefits except as provided for in Article 10, Section B, Item 2 (see above).

#### **UAW Local 1950 (TOP)**

- Article 1 General Provisions, Section 1.6 Temporary Employees - The Employer and the Union agree that it may become necessary to hire temporary employees on a full- or part-time basis. The determination that such action is necessary shall rest in the independent judgment and complete discretion of the Employer. However, it is recognized that it is not the intent of the Employer to use temporary employees for the purpose of eroding the bargaining unit.
- Article 1, Section 1.6.1 Definition - The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration to not more than four (4) consecutive full-time months and is established for:
  - (a) a specific project,
  - (b) the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation, or,
  - (c) augmenting the regular work force of employees to meet the requirements of the Employer that may be occasioned by increased workloads or other conditions that may create short term staffing shortages.
- Article 1, Section 1.6.2 - In the event that a vacated position is filled by a temporary employee, the Employer will make a concerted effort to provide the chief steward with the name of the person assigned, starting date, department, previous incumbent, job assignment, and which subsection of 1.6.1 (a-c) applies. If conditions warrant continued employment in a bargaining unit position beyond four (4) months, the position will be posted in accordance with Section 11.3. The four (4)-month period may be extended by mutual agreement between the Union and the Employer.
- Article 10 Fringe Benefits, Section 10.1 Holidays and Seasonal Bonus Days, 10.1.8 - Temporary employees as defined in Article 1 will not qualify for any of these benefits, e.g., holiday pay or seasonal bonus day pay.

#### **UAW Local 2178 (AP)**

- Article 15 Temporary Employees, Section 15.1 Temporary Employees - The Employer and the Union agree that it may become necessary to recall laid off employees to a temporary assignment or to hire temporary employees on a full- or part-time basis. The determination that such action is necessary shall rest in the independent judgment and complete discretion of the Employer. However, it is recognized that it is not the intent of the Employer to use temporary employees for the purpose of eroding the bargaining unit.

- Article 15, Section 15.2 Definition - The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration to not more than four (4) consecutive months in the same position and is established for:
  - (a) a specific project;
  - (b) the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation; or
  - (c) augmenting the regular work force of employees to meet the requirements of the Employer that may be occasioned by increased workloads or other conditions that may create short-term staffing shortages.
- Article 15, Section 15.3 Union Notification - In the event that a vacated bargaining unit position or a new temporary position is filled by a temporary employee, the Employer will provide the Union President with the name of the person assigned and the department to which the temporary employee has been assigned. The temporary filling of a vacated bargaining unit position or a temporary position shall not exceed four (4) months unless the Employer posts a notice of vacancy for that position in which case the Employer may extend the temporary position for an additional three (3) months in order to complete the hiring process. Should the Employer decide that it is necessary to fill the vacated position on a permanent basis, the position will be posted no later than the expiration of the four (4) month period as provided in Article 10.
- Article 15, Section 15.4 Fringe Benefits - Temporary employees, except for laid off employees who are recalled to temporary assignments, will not be eligible for University fringe benefits with the exception of those mandated by state or federal law.
- Article 15, Section 15.5 Temporary Pay Rate - Temporary employees will be paid the minimum rate of the position's market range.
- Article 7 Reduction of Work Force—Layoff/Recall - Section 7.3 Order of Work Force Reduction - When a bargaining unit position in a department is to be reduced through a layoff, the following order of work force reduction shall apply:
  - (a) Any "temporary" employee doing bargaining unit work in the affected department will be terminated prior to the layoff of a regular bargaining unit employee, provided that the remaining employees have the ability to satisfactorily perform the available work.
- Benefits - Temporary employees as defined in Article 15 will not qualify for holiday or seasonal bonus day pay (17.1.9), sick leave (17.2.2), vacation (17.14.11), Dependent Care Leave (17.15.6), or personal leave hours (17.16.3).