

**AGREEMENT
BETWEEN
THE REGENTS OF THE
UNIVERSITY OF MICHIGAN
AND
LOCAL 324,
INTERNATIONAL UNION OF
OPERATING ENGINEERS**



NOVEMBER 19, 2017

NOVEMBER 13, 2021

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- 1 The Regents of the University of Michigan, (hereinafter called the "University" or the "Employer") and Local 324, International Union of Operating Engineers, AFL-CIO, (hereinafter called the "Union"), enter into the following Agreement, this 19th day of November 2017, which amends the collective bargaining Agreement executed on November 24, 2013, and which collective bargaining Agreement, as amended and fully bargained, settles, and contains all matters with respect to wages, benefits, hours and other terms and conditions of employment for the term of the Agreement.

ARTICLE 1

RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF UNIT

- 2 Pursuant to and in conformity with the certification issued by The Michigan Labor Mediation Board on November 13, 1967, in Case No. R65H-28 and R91G-171 the University recognizes the Union as the exclusive representative of all employees in the classifications listed in Appendix A which is a part of this Agreement, for the purposes of collective bargaining in respect to wages, hours and other conditions of employment.

SECTION B. DEFINITIONS

- 3 The term "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in section A.
- 4 The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 5 The term "part-time employee" shall mean an employee whose normal schedule of work is less than forty (40) hours per calendar week.

Note: There is no paragraph 6.

ARTICLE 2

MANAGEMENT RIGHTS

- 7 The University retains, solely and exclusively, all its inherent rights, functions, duties and responsibilities as a constitutionally established corporation and as a public employer with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights may be clearly, expressly, and specifically limited in this Agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties and responsibilities which are solely and exclusively the responsibility of the University, except where clearly, expressly and specifically limited in this Agreement, include, but are not limited to, (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 3

NO-STRIKE GUARANTEE

- 8 Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any action against or any interference with the operations of the University such as a strike, work stoppage,

sit-down, stay-in, slow-down, curtailment of work, restriction of production, or any picketing, patrolling or demonstrations at any location whatsoever during the term of this Agreement and as a continuing obligation. Nothing in this paragraph shall be construed to limit individual participation in picketing, patrolling or demonstrations that are completely and totally unrelated to the employment relationship, provided, however, that such activity does not interfere with the operation of the University.

9 In the event of any such action or interference, and on notice from the University, the Union without any delay shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge.

10 In addition the Union shall within 24 hours of any such action or interference, deliver the following notice to the University:

"To all employees of the University represented by Local 324, International Union of Operating Engineers: You are advised that the action against and interference with the operations of the University of Michigan which took place (date) is unauthorized by the Union and in violation of the collective bargaining Agreement. You are directed to cease this action and interference immediately."

An authorized official of the Union shall sign the notice.

11 In the event that any employee or employees shall refuse to cease such action or interference, the University agrees that it will not file or prosecute any action for damages arising out of such action or interference against the Union, its officials or representatives, if the Union, its officials and representatives perform their obligations as set forth in this Article.

12 Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property or from taking disciplinary action, including discharge, against any

employee. Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedures, except for the fact question of whether the employee took part in any action or interference.

- 13 In the event of any such action or interference, the University may suspend all benefits under this Agreement with respect to any employee taking part in the action or interference.

ARTICLE 4

NON-DISCRIMINATION

SECTION A. NON-MEMBERSHIP IN UNION

- 14 Neither the Union, its officials, nor its members shall discriminate against, intimidate, coerce, or restrain any University employee with respect to or because of their non-membership in the Union.

SECTION B. MEMBERSHIP OR LAWFUL UNION ACTIVITY

- 15 The University shall not discriminate against, restrain, or coerce any employee with respect to or because of their membership or lawful Union activity.

SECTION C. NON-DISCRIMINATION STATEMENT

- 16 The University and the Union agree that there will be no discrimination in the application of this Agreement on the basis of an employee's race, color, national origin, marital status, age, sex (except where age or sex is a bona-fide occupational qualification), sexual orientation, gender identity, gender expression, disability, religion, height, weight, or veteran status.
- 17 Nothing in this section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

SECTION D. HAIR LENGTH OR MANNER OF DRESS

- 18 The University shall not discriminate against any employee because of the length of their hair or their manner of dress. Nothing in this section shall be construed to prevent the

University from establishing and uniformly administering reasonable dress requirements and safety standards involving both hair and dress, provided however, that dress requirements will be applicable only after they have been posted.

ARTICLE 5

UNION SECURITY

SECTION A. UNION DUES OR SERVICE CHARGE

- 19 During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty [30] calendar days after the execution date of this Agreement, or (2) thirty [30] calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter, may tender to the Union, either periodic and uniformly established Union dues, or in the alternative, a service charge in an amount equivalent to periodic and uniformly established Union dues.

SECTION B. INDEMNIFICATION

- 20 The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article.

SECTION C. SAVINGS CLAUSE

- 21 In the event that the provisions of Public Employment Relations Act prohibiting the mandatory payment of union dues or a service fee are repealed and the agency shop language in MOU 17 is completely enforceable, the language in MOU 17 will be enforced. In the event of a partial repeal or modification of MCL 423.210 that does not result in the full enforceability of the language in MOU 17, the parties agree to negotiate over any changes to the Union security provisions of this Agreement.

ARTICLE 6

**DUES, AND INITIATION FEE OR SERVICE CHARGE
CHECKOFF**

22 During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct one month's current and periodic Union dues and the initiation fee, if any, or service charge based upon a uniform dues schedule from the pay of each employee who voluntarily executes and delivers to the University the following authorization form.

**VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF UNION DUES AND INITIATION FEE
OR
SERVICE CHARGE**

Name _____ UMID _____
(print)

Department _____

I authorize the University to deduct from wages earned or to be earned by me monthly Union dues _____ and initiation fee _____ or service charge _____ (check applicable authorizations) as certified to the University by the Financial Officer of the Union, and to remit the same to the Union at such time and such manner as may be agreed upon between the University and the Union.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the University, or until the termination of the collective Agreement between the University and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective Agreement between the University and the Union until revoked in writing by me on a form provided by the University or until the termination of each applicable collective Agreement between the University and the Union whichever occurs sooner.

This authorization and direction will remain in effect in the event that I am laid off, placed on an unpaid leave of absence, or temporarily separated from employment, and

deductions will resume upon my return to active employment. This authorization and direction shall be automatically revoked upon the termination of my employment with the University.

(Signature of employee)

(Address of employee)

(Date of signing)

(Date of delivery to University)

- 23 The following certification form shall be used by the Union when certifying membership dues, initiation fee or service charge:

**CERTIFICATION OF FINANCIAL OFFICER
OF UNION**

I certify that for _____ the
(print)
membership dues are \$ _____ per _____, the
initiation fee is \$ _____ per _____ or the
service charge is _____ per _____

Date: _____

Signature _____
Financial Secretary - Union

Date of delivery to the University _____

- 24 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; except that the initiation fee, if any, shall be deducted from six (6) consecutive pay checks, provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues and Initiation Fee or Service Charge" form and

(2) the amount of the monthly membership dues, initiation fee or service charge certified by the Financial Secretary of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues, initiation fee or service charge also must be delivered to the University at a place designated by the University, at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

- 25 An employee may revoke their "Voluntary Authorization for Deduction of Union Dues and Initiation Fee or Service Charge" form at any time by written notification to the University on a form provided by the University. Payroll Deductions shall terminate when a revocation has been delivered to the University at least thirty (30) calendar days prior to the last pay day of the calendar month.
- 26 All sums deducted by the University shall be remitted to the Financial Secretary of the Union at an address given to the University by the Union, once each month by the fifteenth (15) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The University will also notify the Union of the name of each employee who revokes their "Voluntary Authorization for Deduction of Union Dues and Initiation Fee or Service Charge" form.
- 27 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 7

BULLETIN BOARDS

28 The University will permit the Union to use space on existing University bulletin boards designated for such purpose in areas where the Union has employees it represents for the purpose of posting Union notices. Where a glass enclosed, lockable board is provided, the chief steward/stewards will be given a key. Such notices may be posted by the chief steward/stewards in the area they represent and shall be restricted to the following types:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections, appointments;
4. Results of Union elections;
5. Other material approved by the Associate Vice President for Human Resources, or a designated representative.

29 In the event a dispute arises concerning the appropriateness of material posted, the chief steward/stewards will be advised by the University, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 8

WORK SCHEDULES

SECTION A. NORMAL/ALTERNATE SCHEDULES

30 A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid lunch periods, with two consecutive days off. This normal schedule definition also applies to employees assigned to operational relief. However, while it is understood that employees assigned to operational relief may not always receive two consecutive days off, it shall not be instituted in order to avoid proper overtime payment to employees of the bargaining unit. This section shall not be

construed as and is not a guarantee of any hours of work per day or per week.

- 31 Whenever mutually agreed, an alternate schedule of work may consist of shifts exceeding 8 hours per day.

(Also see Memorandum of Understanding–1)

SECTION B. ASSIGNING SCHEDULES

- 32 Assigning schedules of work to employees, other than those assigned as operational relief, shall be consistent with the following requirements:

1. Such employee will be assigned schedules of work on a weekly basis.
2. Changes in starting times of one-half hour or less shall not be considered a change in an assigned schedule of work for an employee on maintenance, provided all of the employees assigned as operational relief have been assigned to operational work.
3. Such employees will be given notice of their schedules of work at least by the Friday before the Sunday preceding the Sunday on which the weekly schedule of work begins.
4. While the University does not intend to make changes in an assigned weekly schedule of work, the following may be cause for changing an employee's weekly schedule of work:
 - A. Temporary work situations caused by abnormal and unforeseen events other than employee absences, and
 - B. Employees absences which reasonably can be expected to exceed one work day, and
 - C. An employee absence resulting from application of Section G. of Article 21.

When an employee's weekly schedule of work is changed for an employee absence which did not exceed one work day and it was not reasonable to

expect the absence to exceed one work day, the employee whose schedule was changed shall receive the pay they would have received if they had worked their assigned schedule, and, in addition, pay computed at two times their hourly rate for actual time, not to exceed eight (8) hours worked. In order to receive the pay for the time not worked, however, they must actually work a full shift on the changed schedule, provided the University permits them to work their scheduled hours of work for that shift.

5. Before making such a change at the Huron Street Plant, however, the University will reschedule employees assigned as operational relief unless already assigned to operational work.
6. When a schedule change is made because of an employee absence and it is not possible to return to the original schedule without overstaffing or overtime pay resulting, the University may schedule the employee on their return from absence in a manner consistent with its work requirements until employees can be returned to their original schedules.
7. Any employee's schedule of work may be changed at any time, but only if they consent, if the schedule change is occasioned by a request for unposted vacation.
8. Employees may exchange schedules of work, in whole or in part, provided the changes are approved by the University. If the exchange requested is for more than one week, it must be approved by the Union as well.

SECTION C. LUNCH PERIODS

- 33 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) minutes or more shall be non-paid. It is understood that an employee will take their unpaid lunch period as scheduled by the University unless they receive prior approval from their supervisor to have their unpaid lunch period at another time. Employees who are not scheduled for non-paid lunch periods will be permitted to lunch during working hours provided such

lunching does not interfere with work or the orderly and efficient operation of the University.

SECTION D. REST PERIODS

- 34 Except for employees when assigned to operational work at fixed duty stations, there may be a rest period when work can be interrupted which shall be taken at a time and place and in a manner determined by an employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as cumulative if not taken.

SECTION E. REPORTING LOCATION/TIME AND PAY DOCKING

- 35 All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their work site and continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor. When an employee has their pay docked for coming to work late or leaving early, the docking will be in tenth of an hour units. Three (3) minutes or more shall be considered a tenth of an hour.

ARTICLE 9

OVERTIME

SECTION A. OVERTIME PAY

- 36 Overtime pay computed at one and one-half times the employee's hourly rate, including all applicable premiums, will be paid for actual time worked:
1. In excess of the number of hours their daily shift consists of (for example, 8, 10, or 12 hour shifts);
 2. Continuously in excess of the number of hours their daily shift consists of (for example, 8, 10 or 12 hours);

3. In excess of forty (40) hours in a week;
4. On a shift which starts before the employee has had eight (8) hours off since their previous shift, except in the case of an employee assigned as operational relief in which case it shall be seven (7) hours;
5. In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable the following shall be considered time worked:
 - a. Vacation, unless it is used for an absence normally covered by disability income under Article 21 (Sickness or Injury Disability Income).
 - b. Holiday pay

When holiday pay occurs on an employee's regularly scheduled day off (RDO), if the employee fully works each of their scheduled work days in the week or received paid time off under Article 25 (Jury and Witness Service). The overtime premium will be paid during hours the employee actually worked in the week of the holiday(s).

- c. Jury and Witness Service
- d. Funeral Leave Pay

SECTION B. PYRAMIDING

- 37 Overtime pay shall not be pyramided, compounded or paid twice for the same time worked.

SECTION C. SCHEDULING

- 38 If scheduled to work overtime an employee will do so unless they are excused. The University will endeavor to give employees advance notice of overtime assignments when practicable under the circumstances. The University will generally provide at least forty-eight (48) hours advance notice of an overtime assignment whenever practicable and the need to schedule and perform the work on an overtime basis is known to the University before the forty-eight (48) hour period of time, provided, however, that nothing shall preclude the University from assigning overtime work to

employees at any time and without the forty-eight (48) hour notice. An employee will not be transferred to a classification assigned to a higher pay grade for the purpose of avoiding overtime. An employee excused from work in accordance with the provisions of Article 21 (Sickness or Injury Disability Income) or Article 23 (Vacations) will not be scheduled to work overtime until they have returned to work and worked, provided however that an employee on vacation may be scheduled if they requested to be considered available for overtime assignment prior to taking vacation.

SECTION D. DISTRIBUTION

- 39 Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same classification within the same unit of distribution based on their relative position on the overtime record. It shall not be necessary to call in an employee to work rather than extend the shift of an employee already at work when at the time of the shift extension it is reasonable to expect that the extension will not last for more than eight (8) hours.
- 40 Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime, except that an employee will not be charged with overtime when they are excused because of attendance at a wedding, funeral, or the death of an individual set forth in Article 24, or when called on a vacation day, or regularly scheduled days off immediately preceding or following a vacation day. A chief steward, steward or assistant steward will not be charged with overtime when they are excused because of official Union business.
- 41 New employees, employees returning from a leave of absence or layoff and employees transferred into a new unit of distribution will be charged with the highest number of overtime hours then worked by an employee in the same classification in the unit of distribution.
- 42 Except for a scheduled vacation, an employee continuously absent from work for more than one month will be charged for overtime in the same amount as the employee who was the next lowest on the overtime record at the time the employee's absence began. However, the employee will not

be charged for any overtime charged to that employee during the first month of the absence.

- 43 Any inequitable distribution will be rectified in the future scheduling of overtime.
- 44 An overtime record shall be maintained for each unit of distribution and posted as soon as practicable, but in any event within ninety-six (96) hours after any overtime is worked. The overtime record for each unit of distribution will run continuously.

(Also see Memorandum of Understanding-3)

- 45 Flint, Dearborn and the following groupings in Ann Arbor shall be separate units of distribution:
1. Huron Street Plant Operations.
 2. Huron Street Plant Maintenance.
 3. Hoover Street Operators and other employees working on the Hoover Street circuit.
 4. Hospital
 5. Utility Systems Technicians – Hospital
 6. Utility Systems Technicians - Ann Arbor Campus
 7. North Campus Research Complex Operations
 8. North Campus Research Complex Maintenance
- 46 Nothing in this section shall be construed to prevent employees in one unit of distribution from being assigned work on an overtime basis in another unit of distribution provided all employees in the latter unit of distribution have been offered or assigned overtime. Neither shall anything in this section be construed to prevent employees in one unit of distribution from being assigned work on a straight-time basis in another unit of distribution.

SECTION E. DEFINITIONS

- 47 For the purposes of this Article and the computation of overtime pay the following shall apply:

1. "Day" means the twenty-four (24) consecutive hour period beginning between 11:00 p.m. and 12 midnight, depending on the respective operations' normal shift(s) starting times in Ann Arbor, Flint and Dearborn.
2. "Week" means seven (7) consecutive days beginning between 11:00 p.m. Saturday and 12 midnight between Saturday and Sunday, depending on the respective operations' normal shift(s) starting times in Ann Arbor, Flint and Dearborn.

ARTICLE 10

CLASSIFICATIONS AND WAGES

SECTION A. WAGE SCHEDULE

- 48 Wages shall be paid in accordance with the wage schedule as set forth in Appendix B, provided, however, an employee assigned to a classification will progress from one step to the next only if their performance is satisfactory. An employee's performance will be presumed satisfactory unless they are notified to the contrary in writing by the University.

SECTION B. NEW, CHANGED, OR ELIMINATED CLASSIFICATIONS

- 49 The University retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades therefore provided, however, the classifications and the pay grades set forth in Appendix A, and new or changed classifications which may be placed in Appendix A, shall remain in effect during the term of this Agreement unless the job content of a new classification is substantially changed.
- 50 In the event a new classification is established or an existing classification is changed, the University shall place it in an existing pay grade in the wage schedule, or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications. If a new pay grade is established, it shall be structured to maintain the hourly rate differential between the lowest two pay grades or the highest two pay grades, in the wage schedule, as the case may be,

unless otherwise mutually agreed to by the Union and the University.

SECTION C. PROCEDURE FOR ESTABLISHMENT OF NEW OR CHANGED CLASSIFICATIONS AND PLACEMENT IN THE WAGE SCHEDULE

- 51 The following procedure will be followed whenever a new or changed classification is placed in the wage schedule as provided in Section B:
1. The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
 2. Upon receipt of the University's description, a reasonable number of Union officials may meet with representatives of the University to discuss the new or changed classification and the placement in the wage schedule.
 3. If there is a disagreement with the placement in the wage schedule, a grievance concerning compliance with Section B of this Article may be processed through the grievance and arbitration procedures, provided it is submitted in writing at step two of the grievance procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the arbitration procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether placement in the wage schedule has been made in accordance with Section B of this Article.

ARTICLE 11

PREMIUMS

SHIFT PREMIUM

- 52 A shift premium of one dollar and sixty cents (\$1.60) per hour worked shall be paid for actual time worked to any employee who starts work on or after 12 noon and before 4:00 a.m.

This shift premium will also be paid to an employee for all paid time off, provided the employee would have been eligible for this premium had they actually worked. Increases in this premium shall occur as follows:

Effective November 17, 2019 - \$1.65

Effective November 15, 2020 - \$1.70

- 53 An employee who works beyond their scheduled hours shall continue to receive the shift premium, if any determined by their starting time, except if they work four (4) or more hours beyond their scheduled hours, they shall be paid the shift premium for those four (4) or more hours.
- 54 An employee who would start work on or after 12 noon and before 4:00 a.m., except when they are called to start before 12 noon will receive the shift premium for those hours prior to 12 noon. They will also receive the shift premium for their regular shift provided they are scheduled and work four (4) or more hours into that shift.

RELIEF PREMIUM

- 55 A premium of one dollar and sixty cents (\$1.60) per hour shall be paid for actual time worked to an employee, during the period of time they are assigned as operational relief and subject to schedule of work changes without notice. This operational relief premium will also be paid to an employee for all paid time off, provided they would have been eligible for this premium had they actually worked. When an employee receives this premium, they shall not receive a shift premium.

Effective November 17, 2019 - \$1.65

Effective November 15, 2020 - \$1.70

SHIFT ROTATION PREMIUM

- 56 An employee whose normal schedule of work includes changes in start times within a week (swing shift) or on another, recurring basis (weekly, biweekly, etc.) shall be paid a premium of one dollar and five cents (\$1.05) per hour in addition to their hourly rate. This premium shall be paid for all time actually worked and for all paid time off.

Effective November 17, 2019 - \$1.10

Effective November 15, 2020 - \$1.15

CIRCUIT TEN DAY PREMIUM

- 57 An employee assigned to the circuit whose assigned schedule of work, exclusive of overtime assignments, is for ten (10) or more consecutive days, shall be paid a premium of one dollar and five cents (\$1.05) per hour in addition to their hourly rate during the period of their assignment. This premium shall be paid to an employee for all time actually worked in this capacity and for all paid time off.

Effective November 17, 2019 - \$1.10

Effective November 15, 2020 - \$1.15

ARTICLE 12

CALL BACK PAY

- 58 An employee who returns to work because of a call back to work after they left the University premises upon completion of their assigned schedule of work shall receive the overtime pay as set forth in Section A of Article 9 for the time worked or a minimum of four (4) hours pay at their hourly rate, including all applicable premiums, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously, except for a lunch period, into their shift, provided the University permits them to work their scheduled hours of work for that day. To the extent that an employee is paid pursuant to this Article, they shall not be paid overtime under Section A of Article 9 for the same time worked.

ARTICLE 13

REPORTING PAY

- 59 A full-time employee who reports to work at their scheduled starting time when they have not been notified that no work is available shall be paid their hourly rate, including all applicable premiums, for any portion of the first four (4) hour period during which no work is offered by the University. Such payment will not be payable if no work is available because of conditions beyond the control of the University, or if the employee fails to receive notice not to report through their own fault.

ARTICLE 14

RATES OF PAY ON TRANSFER

- 60 When an employee is promoted, their hourly rate shall be the starting rate for the classification, except when an employee who has successfully completed a minimum of six (6) months of training in a "designee" classification is promoted, their hourly rate shall be the base rate for their classification.
- 61 When an employee is transferred from one classification to another classification in the same pay grade, their hourly rate shall remain the same. If they are not at the top step of rate progression, they will continue to progress as if they had not been transferred.
- 62 When an employee is transferred to a classification in a lower pay grade, their hourly rate shall be the top step of the lower pay grade.
- 63 When an employee in a non-designee classification is transferred on a temporary basis to a classification in a higher pay grade for a four (4) hour period or more, their hourly rate shall be the starting rate for that classification during the period of their transfer.
- 64 When an employee is transferred on a temporary basis to a classification in a lower pay grade, their hourly rate shall be maintained.
- 65 When an employee is identified to the Union as in training for a classification in a higher pay grade, they will be promoted or transferred as the case may be, to the appropriate interim "designee" classification. Their hourly rate shall be the starting rate for the classification. After successful completion of step 1 of the training, the employee's hourly rate shall be the step 1 rate for the "designee" classification. After successful completion of step 2 of the training, the employee's hourly rate shall be the step 2 rate for the "designee" classification. Paragraph 63 does not apply to an employee in a "designee" classification while they are completing the training associated with the "designee" classification. Paragraph 63 does apply to an employee in a "designee" classification after they have successfully completed the training. It is understood that an employee in a "designee" classification may be assigned to work

independently at various tasks and intervals in the classification for which they are being trained. Upon the successful completion of training, an employee will be promoted to the higher classification associated with their "designee" classification if they work 1,040 or more hours in the higher classification during any 12 month period excluding hours worked during the training period.

ARTICLE 15

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

66 For the purposes of this Agreement the following definitions shall apply:

1. "University Seniority" means length of continuous service with the University beginning with the latest date of hiring with the University and shall include periods of service outside the bargaining unit.
2. "Unit Seniority" means length of continuous service in the unit beginning with the latest date of hiring or transfer into the bargaining unit.
3. "Group Seniority" means length of continuous service in the seniority group beginning with the latest date of hiring or transfer into the seniority group.
4. "Seniority Group" means that grouping of employees assigned to work at the following Locations:
 - A. Ann Arbor
 - B. Flint
 - C. Dearborn
 - D. Hospital
 - E. Utility Systems Technicians - Hospital
 - F. Utility Systems Technicians - Ann Arbor Campus
 - G. North Campus Research Complex - Ann Arbor

Each of these locations shall be a separate seniority group. Should other locations, facilities, or departments be acquired or established, the seniority

group status shall be determined by the University on the basis of location, the similarity or dissimilarity of the work and work schedules in comparison with the work and work schedules of a then existing seniority group and the convenience of the interchange of employees with a then existing seniority group. If there is a disagreement with determination of the seniority group status, a grievance concerning compliance with this paragraph may be processed through the grievance and arbitration procedures, provided it is submitted in writing at step two of the grievance procedure within seven (7) calendar days after the Union has been notified of the determination.

5. "Classification Seniority" means length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification, provided, however, an employee also shall accrue classification seniority in all classifications assigned to lower or the same pay grades in their seniority group in which they had previously been assigned. An employee who is transferred to a classification in a lower pay grade shall forfeit classification seniority in all classifications above the classification to which they were transferred.
6. "Plant Classification Seniority" means classification seniority within a plant beginning with the latest date of hiring or transfer into the plant.
7. "Plant" means each of the following facilities or locations:
 - A. Huron Street Facility
 - B. Hoover Street and the Circuit
 - C. Flint
 - D. Dearborn
 - E. Hospital
 - F. Utility Systems Technicians - Hospital
 - G. Utility Systems Technicians - Ann Arbor Campus
 - H. North Campus Research Complex - Ann Arbor
8. "Length of Continuous Service" means uninterrupted employment but includes layoffs and other periods of absence authorized by and consistent with this

Agreement except as limited by Section B of this Article.

9. An employee who was promoted or transferred prior to the execution date of this Agreement, to any position with the University with supervisory authority over employees in the bargaining unit shall continue to accrue classification seniority, as long as they remain in the employment of the University. An employee who is promoted or transferred, on or after the execution date of this Agreement, to any position with the University with supervisory authority over employees in the bargaining unit, shall continue to accrue classification seniority for the following six (6) months and thereafter shall retain such classification seniority as long as they remain in the employment of the University. An employee who is, or was in the past, promoted or transferred to any other position with the University shall retain classification seniority for one (1) year only, unless the promotion or transfer occurred while the employee was laid off, in which case subparagraph 5. of Section B of this Article shall apply. In the event that such an employee with classification seniority is returned to the unit, placement in a classification in the unit shall be in an open position and based on classification seniority, except that the employee who was laid off shall be returned in accordance with Section B of Article 18.

SECTION B. LOSS OF SENIORITY

- 67 An employee shall lose their status as an employee and their seniority if:
1. They resign or quit;
 2. They are discharged or terminated (unless reversed through the grievance or arbitration procedures);
 3. They retire;
 4. They do not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail addressed to the employee at their last address filed with the University Human Resources Office. An employee who changes address must notify the University of

the change. The University will give the employee a receipt for this notice;

5. They have been on layoff for a period of time equal to their unit seniority at the time of their layoff or two (2) years, whichever is lesser; or
6. They are absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive work days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee.

68 A grievance involving compliance with this section shall begin at step two of the grievance procedure, and may be processed through the grievance and arbitration procedures only by an employee who has lost their status as an employee and their seniority, provided it is submitted in writing at step two of the grievance procedure within seventy-two (72) hours after the facts have occurred giving rise to the grievance.

ARTICLE 16

SENIORITY LIST

69 The University shall prepare and maintain a list of all employees which shall show the names, classification title, University seniority date, classification seniority date, department, home address and other job related information pertinent to the Union's representation responsibilities. This list will be in spreadsheet form where the information can be manipulated, and will be electronically sent to the Union on a monthly basis. The list shall be deemed correct as to an employee's University and classification seniority dates, unless the University is notified in writing by the Chief Steward to the contrary within thirty (30) calendar days after the list is sent to the Union.

70 The Union shall retain the employee list information in confidence and disclose it only to those officials of the Union whose union duties require them to have such information.

ARTICLE 17

PROBATIONARY EMPLOYEES

SECTION A. DEFINITION

- 71 All employees are "probationary employees" for the first six calendar months of employment at the University, or for the first six calendar months following transfer into the bargaining unit. Example, for an employee with a date of hire or transfer of January 8, 2018, the probationary period is January 8, 2018 through July 7, 2018. The first day off probation is July 8, 2018.

SECTION B. SENIORITY

- 72 A probationary employee shall have no seniority, except University seniority, until they have completed their probationary period. Upon the completion of their probationary period, an employee shall acquire unit, group, classification and plant classification seniority and be entered on the seniority list with the date of their first day of work following completion of their probationary period.

SECTION C. DISCIPLINE, LAYOFF AND TERMINATION

- 73 Probationary employees may be disciplined or laid off or terminated with or without cause and no matter concerning Section C. of this Article shall be subject to the grievance and arbitration procedures.

ARTICLE 18

LAYOFF AND RECALL PROCEDURES

SECTION A. LAYOFF PROCEDURE

- 74 When an employee is to be laid off, the following layoff procedure shall apply:
1. Layoffs shall be by and from each seniority group;
 2. The employee with the least classification seniority in a classification that is affected shall be removed from the classification first, provided that the

employees remaining in the classification have the ability to do the work available; and

3. Such removed employee shall be transferred, conditioned upon ability to do the work, to replace an employee with less classification seniority in a classification assigned to the same or next lower pay grade in their seniority group. If there is no such employee in a classification assigned to the next lower pay grade in their seniority group, this procedure shall be applied to classifications assigned to each succeeding next lower pay grade in the employee's seniority group until the appropriate employee is laid off.

SECTION B. RECALL PROCEDURE

- 75 When an employee is to be recalled to work from layoff, or there is to be a return to a classification from which an employee was removed as a result of a layoff, the reverse application of the layoff procedure shall be applied before hiring or making a promotion.

SECTION C. SENIORITY PREFERENCE

- 76 For the purposes of this Article, the chief steward/stewards shall have classification seniority preference over all the employees in their seniority group, conditioned upon their ability to do the work.

SECTION D. DEFINITIONS

- 77
1. For the purpose of this Article, ability to do the work means physical fitness, previous competent and efficient performance and other current knowledge which together indicate with reasonable certainty that the work in question will be performed competently and efficiently.
 2. Notwithstanding subparagraphs 5 and 6 of Section A. of Article 15, an employee affected by the application of this Article shall continue to accrue classification seniority and plant classification seniority in all classifications to which they were previously assigned.

SECTION E. LIABILITY

- 78 A grievance involving compliance with this Article shall begin at step two of the grievance procedure, provided it is submitted in writing at step two of the grievance procedure within seven (7) calendar days after the facts have occurred giving rise to the grievance.
- 79 Liability of the University for failure to apply correctly any provisions of this Article, shall commence not earlier than the date of submitting the written grievance alleging such violation at step two of the grievance procedure, provided the chief steward/steward of the affected employee and the Union's main office have received notice prior to the effective date of the layoff or recall or the affected employee otherwise has sufficient knowledge of the facts to make a claim.

ARTICLE 19

PROMOTIONS, TRANSFERS AND SHIFT PREFERENCE

SECTION A. DEFINITIONS

- 80 Promotion: The transfer of an employee to a regular opening in a classification assigned to the same or higher pay grade.
- 81 Regular opening: An opening the University believes will exist for more than three (3) consecutive months. A regular opening does not include an opening filled by an employee assigned as operational relief, regardless of duration.
- 82 Qualifications: An employee's work record, physical capacity, pre-developed skills, knowledge and understanding of procedures and equipment, attention to duty, work habits and other knowledge made known to the University regarding the employee's qualifications.
- 83 Plant classification seniority: Classification seniority within a plant beginning with the latest date of hiring or transfer into the plant. See Article 15, Section A, paragraph 66-6.
- 84 Classification seniority: Length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification, provided, however, an employee also shall accrue classification seniority in all classifications assigned to lower or the same pay grades in

the seniority group in which they had previously been assigned. See Article 15, Section A, paragraph 66-5.

SECTION B. PROMOTION PROCEDURE

- 85 The factors in making a promotion shall be qualifications, and plant classification seniority or classification seniority. The acceptance or non-acceptance of a promotion shall be in writing.
- a. The best qualified selection standard shall be used to fill a regular opening when a check list of skills, knowledge, and conduct exists for a classification within a plant. The check list will provide a clear understanding of the requirements for a specific classification in a plant. Where a classification series exists in a plant, the check list for each classification in the series will provide a clear understanding of the requirements to progress through the series. If a check list does not exist for a classification within a plant, plant classification seniority or classification seniority shall be used to fill a regular opening as described in paragraphs 86 and 87.
 - b. A joint training committee specific to a plant and classification or classification series in the plant is responsible for the creation, validation and maintenance of the check lists. A weighted value will be determined for each proficiency included in a check list. The greatest value/weight will be placed on technical skills and knowledge that directly relate to the performance of the duties of the classification. Joint training committees will include employee and management representatives. The composition of a specific joint training committee will vary by plant and classification, but will be agreed upon by the Union and management.
 - c. A Special Conference will be requested by the University to discuss check lists as they are completed. The purpose of the Special Conference is to present completed check lists to the Union for final approval. Members of the joint training committee responsible for the creation of the check lists will attend the Special Conference.

- d. An employee's supervisor and/or designee of the supervisor will document on an employee's checklist when the employee has successfully completed an item on the check list. A person or group can be a designee. Employees must agree to be a designee.
- e. Approved check lists will be used to determine the qualifications of employees for a regular opening. The relative qualifications of employees will be determined by the weighted score of the employees on a checklist. The employee with the highest score on a check list is the best qualified employee. If two or more employees have the same score, plant classification seniority will be used when offering a regular opening in a plant, and classification seniority will be used when offering a regular opening outside the plant.
- f. Prior to making an offer, the appropriate joint training committee will meet to determine the ranking of employees based on their check list scores for the regular opening, and plant classification seniority or classification seniority.

A check list will have a possible score of 100. Twenty (20) points of the score will be reserved for seniority (plant classification seniority or classification seniority), and competencies will comprise 80 points of the score. One point will be awarded for each year of seniority, up to a maximum of 20 points. For example, four employees bid on a regular opening in a plant, their plant classification seniority is 10, 15, 20 and 25 years, and their score on the competency portion of the check list is 60. Their score on the check list is 70, 75, 80 and 80 respectively, and the position would be offered to the employee with 25 years of plant classification seniority.

- g. It is understood that the creation of classification check lists may not meet the needs of each plant, and, therefore, the parties may not engage in the creation of classification check lists in a specific plant or a classification in a plant.

86 In the plant where a regular opening exists, the position is first offered to qualified employees in the same classification as the regular opening by the plant classification seniority of

the employees. If the regular opening is not filled, it shall be offered to qualified employees within the plant where the opening exists who are assigned to a classification at the same pay grade as the regular opening by the plant classification seniority of the employees. If the regular opening is not filled, it shall be offered to qualified employees within the plant where the opening exists who are assigned to a classification in the next lower pay grade by the plant classification seniority of the employees. Thereafter, the plant classification seniority of qualified employees in classifications assigned to each succeeding lower pay grade shall be considered in the same manner in the plant where the regular opening exists.

87 If a regular opening is not filled in the plant where the regular opening exists, it will be posted for fourteen (14) calendar days in all seniority groups (Internal Posting). Employees will also be informed of the internal posting by email. Employees bid on the position using a form provided by the University.

If there are other plants in the same seniority group, the position is offered to qualified employees in the same seniority group assigned to the same classification as the regular opening by the classification seniority of the employees. If the regular job opening is not filled, the position is offered to qualified employees in the same seniority group at the same pay grade as the regular opening by the classification seniority of the employees. If the regular job opening is not filled, the position is offered to qualified employees in the same seniority group assigned to a classification in the next lower pay grade by the classification seniority of the employees. Thereafter, the classification seniority of qualified employees in the classifications assigned to each succeeding lower pay grade shall be considered in the same manner in the seniority group where the opening exists.

If the regular opening is not filled by an employee in the same seniority group as the regular opening, the position is offered to qualified employees in the same classification as the regular opening by the classification seniority of the employees. If the regular job opening is not filled, the position is offered to qualified employees at the same pay grade as the regular opening by the classification seniority of the employees. If the regular opening is not filled, the position is offered to qualified employees assigned to a classification in the next lower pay grade by the classification

seniority of the employees. Thereafter, the classification seniority of qualified employees in the classifications assigned to each succeeding lower pay grade shall be considered in the same manner.

Note: There is no paragraph 88.

- 89 A promotion may be questioned through the grievance and arbitration procedures, but only by an employee with more plant classification seniority or classification seniority who is assigned to a classification in the same or higher pay grade than the employee selected.

SECTION C. EXTERNAL POSTING PROCEDURE

- 90 If a regular opening is not filled through the promotion procedure, the position may be posted externally through the University's posting process. The most qualified candidate will be selected when a regular opening is filled through the external posting procedure. If an employee declines an offer to fill a regular opening during the promotion procedure, the employee need not be considered during the external posting procedure.

SECTION D. PROMOTIONAL TRAINING/DESIGNEE POSITIONS

- 91 An employee is qualified for a designee position in the next higher pay grade in a promotional series once they have completed twenty-four (24) continuous calendar months in a classification in the promotional series, or the University determines that the employee is qualified to promote to a designee position, and the University determines there is a need to fill a designee position.
- 92 In the event that the University selects an employee to be a "designee" and be trained so the employee may become qualified for a promotional opportunity within a "Plant" (reference paragraph 66-7), an employee other than a "designee" with the most plant classification seniority assigned to the same or next lower pay grade in the promotional series in the "plant" shall be selected. An employee selected for training may reject the opportunity in writing. In such a case the employee other than a "designee" with the next most plant classification seniority shall be selected. An employee who rejects such training will be

eligible for selection again in accordance with these provisions.

The best qualified selection standard shall be used to select a designee when a check list of skills, knowledge, and conduct exists for the designee classification within a plant. The best qualified employee will be determined according to paragraph 85(e) of this Article.

93 An employee accepting the "designee" status and the opportunity to be trained shall do so in writing. Notwithstanding any other provision of this Article, this acceptance confirms that the employee will be promoted to a regular opening in the classification for which they are being trained, provided qualifications have been met. The "designee" employee may not reject the promotion without the consent of the University.

94 An employee who has been selected for training and does not successfully complete the training need not be selected for training again, unless the employee at their own initiative and expense, demonstrates that they are competent to be reconsidered by attending and successfully completing related educational and vocational training program. Where a joint training committee exists within a plant, the employee will demonstrate their competency to the committee. Otherwise, the employee will demonstrate their competency to plant management. An employee who does not successfully complete the training shall be returned to their former classification and pay grade.

95 It is understood that "operations"; "instrument and control repair"; and "maintenance" each, constitutes a separate and distinct series of promotional training opportunities. An employee who is selected and accepts training in one series need not be considered for promotion or training in the other series for a period of six (6) years following their latest acceptance of training within a series.

SECTION E. VOLUNTARY DEMOTIONS

96 An employee who no longer desires to continue in a classification may request in writing, a transfer to a classification assigned to a lower pay grade within their seniority group. The University shall transfer the employee to any such classification, for which an opening exists and for which they have the qualifications and ability to do the work.

The transfer will be made at a time and in a manner which will not affect the efficient operation of the University. In addition, the employee need not be considered for promotion to the classification from which they transferred for a period of three (3) years, or to any other classification or training for a period of two (2) years from the date of transfer.

SECTION F. PROMOTION AND TRANSFERS

- 97 For the purposes of shift selection and promotion only, an employee who is transferred from one classification to another classification in the same pay grade shall only have "seniority" based on continuous service in the new classification beginning with the date of transfer.

ARTICLE 20

LEADER PAY

- 98 An employee who, in addition to their normal duties and responsibilities, is specifically assigned by a supervisor the responsibility to assign and coordinate the work of three or more employees, to see that the assignment runs smoothly and efficiently, and to answer to their immediate supervisor or designated representative for the progress or lack of progress and the quality of work being done, shall be paid \$2.13 per hour in addition to their hourly rate during the period of their assignment. Such assignments are solely within the discretion of the University. An employee shall be paid this leader rate for all time actually worked in this capacity and for all paid time off, provided the employee is so assigned prior to and subsequent to their paid time-off. Typically, duties may include, but are not limited to, training and direction of employees, manpower requests, material ordering, scheduling and planning work, communication with other parts of the organization and customers, the collection and verification of time card completion and the reporting of job related problems to their supervisor. Such duties will include no authority to hire, discipline, discharge, or approve time off requests.

Effective November 17, 2019 - \$2.18

Effective November 15, 2020 - \$2.23

ARTICLE 21

SICKNESS OR INJURY DISABILITY INCOME

SECTION A. ELIGIBILITY

- 99 An employee shall be eligible to receive disability income in accordance with the provisions of this Article when they are unable to work because of a disability resulting from personal sickness or injury and providing he meets the requirements of Section F, except no disability income shall be payable for any disability which results as follows:
1. Intentionally self-inflicted injury for fraudulent purposes;
 2. Participating in any criminal act;
 3. Participating in a riot or civil commotion;
 4. Working for an employer other than the University;
 5. During a layoff, leave of absence, or disciplinary layoff;
 6. Following a termination date that was determined prior to occurrence of the disability; or
 7. During a vacation, except when hospitalized.
- 100 During each calendar year, an employee who has three (3) occurrences of disability absence (excluding Family Care Time, Preventative Medical/Dental Care and Pre-Scheduled Time), which are unsubstantiated by an acceptable physician's statement or other evidence of disability acceptable to the University may, at the department's discretion, be required to attend a Sick Time Conference with the employee's chief steward/steward, immediate supervisor, the Union Business Representative and a UHR Representative.
- 101 A Sick Time Conference may also be held for an employee whose combined sick time usage, substantiated and/or unsubstantiated, raises concern of possible sick time abuse.
- 102 Although not limited to the following, information discussed at a Sick Time Conference shall be of the type:

1. Time lost from work due to personal sickness or injury, including frequency, duration, cause or legitimacy of absences.
2. Physician's evaluation(s), including any concerns of their validity and integrity.
3. Ability of employee to meet employment obligation of regular and reasonable attendance;
4. Consequences of frequent and/or recurrent absences from work.
5. Light duty and alternate employment options.

103 Following a Sick Time Conference the University may require the employee to provide an acceptable physician's statement or other evidence of disability acceptable to the University to be eligible for future Sick Time Pay. In addition, the University may subject the employee to a waiting period before being eligible for future Sick Time Pay. This waiting period is defined as the first and third days of each disability absence, (excluding Family Care Time, Preventative Medical/Dental Care, Pre-Scheduled Time, or if an employee is hospitalized on the first day of absence or directed to go home by the University because of a job related injury which occurs at work and is reported to supervision at the time of injury) for however many hours each day they are regularly scheduled, considering alternate shifts and part-time employees. The employee and Union will be notified in writing if either or both of the above requirements are imposed. Such requirement(s) shall remain in effect for at least nine (9) months, after which at the request of the employee, the University will review the employee's sick time record since the Sick Time Conference to determine if the requirement(s) shall remain in effect or be cancelled. Subsequent review requests will not be made unless at least three (3) months has lapsed since the prior request. In the event the Union charges the University has acted in a discriminatory, capricious or arbitrary manner, they may grieve the issue directly to Step Two of the grievance procedure.

SECTION B. HOURS OF DISABILITY INCOME PAYABLE

- 104 The number of hours of disability income payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed (1) the maximum set forth in Section C based on their University seniority at the time their disability occurs, or (2) such maximum minus the number of hours paid in the immediately preceding twelve (12) consecutive month period, whichever number of hours is the lesser.
- 105 All hours of disability absence, whether or not paid, shall be recorded and, to the extent necessary to implement this Article, available on an individual basis to an employee and the Union.

SECTION C. SCHEDULE OF MAXIMUMS

106	<u>University Seniority</u>	<u>Maximum Hours Of Disability Income</u>
	First year	96
	Over one through two years	192
	Over two through three years	288
	Over three through four years	384
	Over four through five years	480
	Over five through six years	576
	Over six through seven years	672
	Over seven through eight years	768
	Over eight years	800

SECTION D. PART-TIME EMPLOYEE

- 107 A part-time employee normally scheduled to work twenty (20) or more hours per week shall be eligible for disability income providing they meet the eligibility requirements of Section A, but the number of hours of disability income as provided in Section B, and C, shall be on a basis dependent on their normal schedule of hours which shall be directly proportionate to the maximum hours of disability income for which a full-time employee is eligible. An employee normally scheduled to work less than twenty (20) hours per week shall not be eligible for disability income.

SECTION E. DETERMINATION OF DISABILITY INCOME

108 Except as otherwise limited by this Article, the amount of disability income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a day nor forty (40) in a week, of time lost from work because of the disability times the employee's hourly rate, including all applicable premiums, at the time the disability occurs. In addition, no loss of time Workers' Compensation benefit (including any dependency allowance) will be paid to an eligible employee until all disability income payable to the eligible employee has been used.

SECTION F. NOTICE AND PROOF OF DISABILITY

109 No disability income shall be payable to an employee unless their department head is notified of the nature of the disability and the probable duration thereof as soon as possible, but in no event later than the beginning of their shift, except when the failure to notify is due to circumstances beyond the control of the employee.

110 In all cases on returning to work an employee claiming or having received disability income must certify on a form provided by the University the following:

1. The nature of the disability which prevented them from working, including time, dates and circumstances, and whether or not under the care of a physician;
2. The amount of time lost from work in hours because of the disability;
3. The name of the person to whom advance notice was given together with the time, or the reason notice was not given.

111 In the event that facts and circumstances indicate that the employee may not be eligible for disability income as claimed, evidence of disability, such as a physician's statement of disability on a form provided by the University or an examination provided by and at the expense of the University, may be required.

112 In no case shall disability income be payable to an employee who is absent in total, or in part, from their regular schedule

when that employee worked any of the eight (8) hour period immediately preceding their regular schedule, unless the employee reports directly to a medical facility approved by the University and the inability to work is substantiated. If not substantiated, the employee shall report back to work, not be paid for time lost, pay for the cost of the examination and be subject to disciplinary action. The University may release an employee from this requirement, but only before the employee leaves work.

- 113 Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding disability income.

SECTION G. PREVENTIVE MEDICAL AND DENTAL CARE

- 114 Preventive medical/dental care appointments should be scheduled outside of working hours, or if that's not possible at the beginning or end of the employee's shift whenever possible. The parties agree to work together to ensure proper shift coverage and avoid the payment of overtime resultant from preventive medical/dental care appointments whenever possible. If it is necessary to schedule a preventive medical or dental care appointment during working hours an employee will be granted paid time off for such an appointment provided the employee gives their supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor and the probable duration of the absence. A series of appointments may be included in the same notice. Notwithstanding the fact that such an absence is not the result of a disability within the meaning of this Article, the provisions of this Article shall apply.

(Also see Memorandum of Understanding-2)

SECTION H. PRE-SCHEDULED TIME

- 115 Pre-scheduled time for medical related appointments that are not covered under preventive medical/dental appointments in Section G above should be scheduled outside of working hours, or if that's not possible at the beginning or end of the employee's shift whenever possible. The parties agree to work together to ensure proper shift coverage and avoid the payment of overtime resultant from pre-scheduled time

appointments whenever possible. If it is necessary to schedule a pre-scheduled time appointment during working hours an employee will be granted paid time off for such an appointment provided the employee gives their supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor and the probable duration of the absence. A series of appointments may be included in the same notice. Notwithstanding the fact that such an absence is not the result of a disability within the meaning of this Article, the provisions of this Article shall apply.

SECTION I. FAMILY CARE TIME

- 116 Full time employees may use up to forty-eight (48) hours of disability income each calendar year to care for family members who are incapacitated, ill or injured. Part-time employees shall be eligible for family care time off on a pro rata basis which is directly proportionate to their appointment fraction. The definition of "family member" shall be the staff member's spouse or a domestic partner with whom the employee shares living accommodations and expenses; or, without regard to their place of residence, it may also include the child, sibling, parent, grandparent or other related individual whose care is the responsibility of the staff member, spouse, or domestic partner.

SECTION J. DISCIPLINARY ACTION FOR ABUSE

- 117 It is understood that the Union does not condone any abuse of this Article and that an employee who violates any requirement of this Article shall be subject to disciplinary action for serious misconduct.

SECTION K. RETURN FROM EXTENDED ABSENCE

- 118 An employee returning from an extended absence covered by this Article, whose position has been filled as a regular opening in accordance with Article 19, will be placed in their former position unless the University's or the employee's circumstances have so changed as to make it impossible to do so. Employees affected by this return shall be placed or laid off in accordance with the provision of Article 18.

ARTICLE 22

HOLIDAYS

SECTION A. DESIGNATED HOLIDAYS

119 The paid holidays shall be as follows:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. The day after Thanksgiving Day
7. Easter Sunday
8. Christmas Day
9. December 24th
10. December 31st

Note: There is no paragraph 120.

SECTION B. OBSERVANCE DEFINITION

121 The holiday shall be the calendar day on which each holiday falls, except that the holiday shall be the twenty-four (24) consecutive hour period beginning between 11:00 p.m. and 12 midnight, depending on the respective operations' normal shift(s) starting times in Ann Arbor, Flint and Dearborn, the day before the calendar day on which each holiday falls.

SECTION C. ELIGIBILITY

122 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive holiday pay at their hourly rate, including all applicable premiums, for the holiday as follows, provided the employee meets the eligibility requirements in paragraph 123.

1. Eight (8) hours of holiday pay if the holiday falls on the employee's regularly scheduled RDO, and the employee does not work.
2. Holiday pay equal to the employee's daily scheduled hours for the holiday week (for example, 8, 10 or 12 hours) if the employee works on the holiday.

3. Holiday pay equal to the employee's daily scheduled hours for the holiday week (for example, 8, 10, or 12 hours) if the employee's work schedule includes a workday on a holiday, and the employee is scheduled off on the holiday.

123 They work their last regularly scheduled work day prior to and the first regularly scheduled work day following the holiday, unless their failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 21, or (2) vacation time as provided in Article 23, or (3) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for them to meet their employment obligations.

SECTION D. PART-TIME EMPLOYEES

124 Each part-time employee normally scheduled to work twenty (20) or more hours per week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C shall receive pay for the holiday determined by multiplying their hourly rate times their normal schedule of hours per week divided by five (5). Those normally scheduled to work less than twenty (20) hours per week shall not receive pay for the holiday.

SECTION E. WORKING ON A HOLIDAY

125 In addition to the holiday pay as provided in Section C. or D., an employee who works on the holiday will be paid for the time worked at two (2) times their hourly rate including all applicable premiums. To the extent an employee is paid pursuant to this Section, they shall not be paid an overtime premium under Section A of Article 9 for the same time worked.

SECTION F. FAILURE TO REPORT

126 An employee who fails to work on a holiday when assigned or called in shall not receive holiday pay as provided in Section C. or D. unless their failure to work is excused because of (1) personal sickness or injury as provided in Article 21, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for them to meet their employment obligation.

SECTION G. REDUCING THE WORK WEEK

- 127 If the University reduces the work week of an employee during a week in which a holiday(s) falls to provide not more than forty (40) hours of pay, the day(s) off shall be adjacent to the holiday.

ARTICLE 23

VACATIONS

SECTION A. ACCRUAL

- 128 Except as provided in paragraphs 130 and 131 of this Section, full-time employees accrue paid vacation time as follows:

University Seniority	Rate of Accrual Per Calendar Month
First Five Years From Five through Eight Years Over Eight Years	Eight Hours Twelve Hours Sixteen Hours

- 129 An increase in the rate of accrual shall be prorated for the initial month of completion of the required years of seniority, in accordance with paragraph 130 of the agreement.
- 130 During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, they shall accrue paid vacation time on a percentage basis of the rate of accrual in Section A. depending upon the day of the calendar month on which the event occurs as follows:

Day of Calendar Month	Start of Employment or Return from Leave of Absence	End of Employment or Start of Leave of Absence
1 through 10 11 through 20 21 through end	100% 50% None	None 50% 100%

- 131 Except as provided in paragraph 130 above an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which they are absent without pay for fifteen or more work days. During any calendar month in which an employee is absent without pay for less than fifteen (15), but more than seven (7) work days, they shall accrue 50% of their Section A accrual.
- 132 Part-time employees normally scheduled to work twenty (20) or more hours per week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than twenty (20) hours per week shall not accrue paid vacation time.
- 133 Paid vacation time accrues and is recorded at the beginning the bi-weekly pay period that includes the first of the month.
- 134 No employee may accrue paid vacation time in excess of twenty-four (24) times their rate of accrual per calendar month.

SECTION B. ELIGIBILITY

- 135 No employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before completion of the probationary period.

SECTION C. PAY IN LIEU OF VACATION TIME

- 136 An employee will receive pay in lieu of paid vacation time (i.e. without taking actual time off from work) only after completion of their probationary period and then only under the following circumstances:
1. Retirement; or
 2. Termination, for whatever the reason; or
 3. Death, in which case a survivor will be paid.
- 137 Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth above occurs, times the number of hours of accrued vacation time.

SECTION D. PAY FOR ACCRUED VACATION TIME

- 138 Pay for vacation time shall be at the employee's hourly rate, including all applicable premiums, at the time vacation is taken, times the number of hours of accrued paid vacation time scheduled and used. Pay for vacation time shall be paid to the employee on their regular pay day.

SECTION E. SCHEDULING OF PAID VACATION TIME

SCHEDULED AND POSTED

- 139 Scheduled and listed paid vacation time shall be scheduled to meet the work requirements of the University, with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:
1. The University will post any limitations concerning the schedule of vacations, twice a year, prior to February 1 and August 1, including the election to close down any or all of its operations and schedule vacations during the close down period.
 2. Employees will request vacation time during the month of February for all scheduled vacation to be taken during the following April through September. Employees will request vacation time during the month of August for all scheduled vacation to be taken during the following October through March.
 3. Based upon these requests, the University will schedule vacations in order of preference on the basis of the employee's starting date in each plant.
 4. Upon completion of the scheduling, the vacation schedule shall be posted during the last week of March and September, only to be changed by the University because of work requirements caused other than by the scheduling of vacations.

UNPOSTED

- 140 Vacations which are not scheduled and posted in accordance with the above procedure may be granted in the sole discretion of the University, provided it is requested in advance by the employee. An employee may be granted unposted vacation if the employee requests of their

supervisor, whenever possible twenty-four (24) hours prior to the beginning of their shift, and (a) if there are no other absences in the operating group; or (b) no other absences in the maintenance group sufficient to disrupt routine maintenance or repairs; or (c) no emergency situation exists. Unposted vacation shall not be reason for changing the posted vacation schedule. Once an unposted vacation is granted, it may be cancelled for any reason except to permit another employee to take unposted vacation.

- 141 At the request of an employee, an absence covered by Article 21 may be charged against accrued vacation time after all payments under Article 21 have been exhausted.
- 142 If a day observed by the University as a holiday as provided in Article 22 occurs during an employee's vacation, they shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation.

SECTION F. WORK CALL DURING VACATION

- 143 No employee shall be called to report for work while on vacation, whether it be posted or unposted, or on regularly scheduled days off immediately preceding or following such vacation, unless the presence of the employee on vacation or on the regularly scheduled days off is required because no other employee with the necessary qualifications is available, except that in the case of an unposted vacation, the employee makes themselves available to be called to report for work prior to being granted vacation in accordance with the procedure set forth in paragraph 140. A regularly scheduled day off starts at the end of the employee's last regularly scheduled shift.

ARTICLE 24

FUNERAL LEAVE PAY

- 144 In the event of the death of (1) an employee's spouse, or (2) a significant other non-related person living in the employee's household, or (3) the son, daughter, parent (including step parent), grandparent, brother, sister, grandchild (or the spouse of any of them) of either the employee or the employee's spouse, or (4) any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay [maximum of

eight (8) hours a day at the employee's hourly rate, including all applicable premiums]. The amount of time off work with pay shall be only that which is required to attend the funeral and make necessary funeral arrangements, but in no event shall the time off exceed three (3) work days. If additional time off is needed, or if the employee attends the funeral of other relatives not listed above, the employee may request the use of unposted vacation time.

ARTICLE 25

JURY AND WITNESS SERVICE

- 145 An employee who loses time from work during their normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate, including all applicable premiums. The employee shall furnish the University a written statement from the court showing the days and time of jury duty or witness service. The employee will report for available work when released from jury duty or witness service.
- 146 Notwithstanding the then existing schedule of work of other employees, an employee while on jury duty will be assigned to the day shift, provided the employee gives notice of the jury duty as soon as possible, but not later than the Friday before the Sunday preceding the Sunday in the week in which the jury duty begins. In the event that the notice is untimely, the assignment to the day shift will be made as soon as the schedule change does not require the payment of an overtime premium.

ARTICLE 26

ANNUAL MILITARY DUTY

- 147 An employee who is a member of the Armed Forces Reserve or National Guard and who loses time from work during their normal schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at their hourly rate, including all applicable premiums. Armed Forces Reserve or National Guard base

pay shall be offset against such pay. The employee shall furnish the University with written evidence of service and the amount of base pay they were eligible to receive. If an employee receives vacation pay during a period of training or service, they shall not be eligible for the pay provided by this Article for that period of time for which they received vacation pay.

ARTICLE 27

LEAVES OF ABSENCE

SECTION A. GENERAL CONDITIONS

- 148 Leaves of absence are without compensation by the University. Unpaid leaves of absence are intended to provide continuity of service during an extended period of absence.
- 149 To be eligible for a leave of absence, an employee must be beyond their probationary period. There are two exceptions. A probationary employee is eligible for a Military Service leave of absence. In addition, a probationary employee that meets the eligibility requirements for the Family and Medical Leave Act of 1993 (FMLA), is eligible for the following leaves of absence: Medical, Child Care, Medical/Child Care, Family Care, Qualifying Exigency, and Care of a Covered Servicemember.
- 150 A leave of absence may affect the continuation of an employee's benefit coverage, and an employee's contributions to maintain benefit coverage. The University will continue its contribution to maintain an employee's health and vision coverage for the period of time that an employee's absence is covered by the Family and Medical Leave Act of 1993 (FMLA). An employee's absence may be partially or completely covered by the FMLA during the following leaves of absence: medical, child care, medical/child care, family care, qualifying exigency, and care of a covered servicemember. An absence for an FMLA qualifying event will be counted toward an employee's 12 or 26 weeks of eligibility under the FMLA from the beginning of the employee's FMLA eligible leave of absence.
- 151 The employee's date of hire as a regular employee is used to designate the 12 month period during which an employee is

entitled to be absent from work for up to 12 weeks. The first day of an employee's absence to care for a servicemember with a serious injury or illness designates the 12 month period during which the employee is entitled to be absent from work for up to 26 weeks.

- 152 All provisions of this Article will be interpreted to be consistent with the FMLA. Where provisions of this Article are more expansive than the FMLA, this Article is controlling.

SECTION B. NON-DISCRETIONARY LEAVES OF ABSENCE

- 153 Non-discretionary leaves of absence are granted when the employee meets the eligibility and approval requirements, and are as follows:

- Medical
- Child Care
- Medical/Child Care
- Family Care
- Qualifying Exigency
- Care of a Covered Servicemember
- Military Service
- Union
- Disability

154 MEDICAL

A. Eligibility

Employee is unable to work due to personal illness or injury. Arbitrary failure to follow accepted medical practice may result in the denial of an employee's request for a medical leave of absence or an extension of a previously granted medical leave of absence. A medical leave of absence may be terminated at any time if an employee fails to furnish satisfactory evidence of continuing disability.

B. Use of Paid Time

Employee must use all available hours of disability income under Article 21, and vacation prior to the start the leave of absence.

C. Approval

Granted when the employee provides medical documentation acceptable to the University.

D. Maximum Duration

Two calendar years or the employee's University seniority, whichever period of time is less. The length of the medical leave and any extensions will be based on the supporting medical documentation.

E. Return to Work

Employee will be placed in their former position or an equivalent position if the return to work is from a medical leave of absence covered by the FMLA. An employee returning from a leave of absence not covered by the FMLA will be placed in their former position unless the University's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

An employee returning from a medical leave of absence must provide medical documentation acceptable to the University that contains a release to return to work indicating any work restrictions.

The University may require, without cost to the employee, that a physician or physicians of its choosing examine the employee and provide evidence of ability to return to work that is acceptable to the University before the employee is returned to work.

155 **CHILD CARE**

A. Eligibility

For the care of an employee's child, stepchild, legal ward or child the employee is serving in the capacity of the parent following birth, adoption, or foster care placement. Available within the twelve month period following the birth, adoption, or foster care placement. A qualifying adoption or foster care placement is one in which the child is under the age of eighteen, or eighteen years of age or older and incapable of self-care due to a physical or mental disability.

B. Use of Paid Time

1. Employee gave birth (birth mother):
 - a. All available hours of disability income under Article 21 or disability income until medically able to return to work; and
 - b. All available vacation prior to the start of the leave of absence.
2. All other employees following the birth of the employee's child, adoption or foster care placement must exhaust all available vacation prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

One calendar year from the child's date of birth, adoption, or foster care placement.

E. Return to Work

Employee will be placed in their former position or an equivalent position if the return to work is from a child care leave of absence covered by the FMLA. An employee returning from a leave of absence not covered by the FMLA will be placed in their former position unless the University's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

156 **MEDICAL/CHILD CARE**

A. Eligibility

Intended for birth mothers who do not have sufficient disability income and vacation to cover the period of time the employee is medically unable to work due to pregnancy/childbirth and the employee wishes to remain off work to care for the child once the employee is medically able to return to work.

Note: A medical leave of absence is the appropriate leave of absence for a birth mother who does not have enough paid time to cover the period of time she is medically unable to work due to pregnancy/childbirth, and will return to work when medically able.

B. Use of Paid Time

Employee must use all available hours of disability income under Article 21, and vacation prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

One calendar year from the child's date of birth.

E. Return to Work

Employee will be placed in her former position or an equivalent position if the return to work is from a medical/child care leave of absence covered by the FMLA. An employee returning from a leave of absence not covered by the FMLA will be placed in her former position unless the University's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

157 FAMILY CARE

A. Eligibility

Employee meets the eligibility requirements of the FMLA, and is needed to care for a family member with a serious health condition. "Family member" and "serious health condition" are defined in Section D of this Article.

B. Use of Paid Time

Employee chooses the amount of family care time and vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

Exhaustion of the employee's available time under the FMLA.

E. Return to Work

Employee will be placed in their former position or an equivalent position. "Equivalent position" is defined in Section D of this Article.

158

QUALIFYING EXIGENCY

A. Eligibility

Employee meets the eligibility requirements of the FMLA, and there is a qualifying exigency that exists because the employee's spouse, child or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces. "Covered active duty", and "qualifying exigency" are defined in Section D of this Article.

Applies to members of the regular Armed Forces, Reserves, National Guard, and retired members of the Regular Armed Forces or Reserves.

B. Use of Paid Time

Employee chooses the amount of vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

Exhaustion of the employee's available time under the FMLA.

E. Return to Work

Employee will be placed in their former position or an equivalent position. "Equivalent position" is defined in Section D of this Article.

159 **CARE OF A COVERED SERVICEMEMBER**

A. Eligibility

The employee meets the eligibility requirements of the FMLA, and is needed to care for a covered servicemember with a serious injury or illness who is a spouse, parent, child, or next of kin of the employee. "Covered servicemember", "serious injury or illness", and "next of kin" are defined in Section D of this Article.

B. Use of Paid Time

Employee chooses the amount of family care time and vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

Twenty-six weeks or the exhaustion of the employee's available time under the FMLA in a 12 month period that begins with the employee's first absence to care for the covered servicemember.

E. Return to Work

Employee will be placed in their former position or an equivalent position. "Equivalent position" is defined in Section D of this Article.

160 **MILITARY SERVICE**

A. Eligibility

Employee is called to perform duty on a voluntary or involuntary basis in any branch of the Armed Services,

regular or reserve, the Army National Guard, or the Air National Guard under competent authority and includes: active duty, active duty for training, and full-time National Guard duty.

B. Use of Paid Time

Employee chooses the amount of vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

Up to five years. The five-year period is a cumulative total of all absences from employment at the University due to the employee's service in the military. If it appears that an employee has exceeded the five-year total, the appropriate University Human Resources office must be contacted to verify the total length of the employee's military service, and determine the department's obligation to place the employee.

E. Return to Work

The University's obligation under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) to place employees upon their return from a military service leave of absence is as follows:

1. If the period of service in the military was 90 days or less, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence.
2. If the period of service in the military was more than 90 days, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence or a similar position. To be considered similar, the position must have equivalent status and pay.

To be eligible to return to active employment, an employee must have an honorable discharge or certificate of honorable

service, and apply for reinstatement within ninety (90) days after release from duty.

The employee's department is responsible for the placement of an employee returning from a military service leave of absence.

161 **UNION**

A. Eligibility

Employee is elected or appointed to a full-time office in the Union. No more than one employee at a time will be granted a Union leave of absence.

B. Use of Paid Time

Employee chooses the amount of vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted upon written request of the Union.

D. Maximum Duration

Granted for up to one year with extensions of up to one year each upon written request of the Union. The initial leave and any extensions shall not exceed one term of office.

E. Return to Work

Employee will be placed in their former position unless the University's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

162 **DISABILITY**

Subject to, and consistent with, the University disability plan as provided for in Article 32, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

SECTION C. DISCRETIONARY LEAVES OF ABSENCE

163 **PERSONAL**

A. Eligibility

An employee requests a leave of absence that does not meet the eligibility requirements of a non-discretionary leave of absence.

B. Use of Paid Time

Employee must exhaust all available vacation prior to the start of the leave of absence.

C. Approval

Granted at the discretion of the employee's department with the approval of the appropriate University Human Resources office.

D. Maximum Duration

One calendar year.

E. Return to Work

Employee will be placed in their former position unless the University's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

SECTION D. REGULATIONS AND DEFINITIONS

164 **VACATION ACCRUAL**

During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement.

165 **GROUP BENEFIT PLANS**

Subject to, and consistent with, the University group benefit plans, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the University except as provided by the University disability plan.

Note: There is no paragraph 166.

167 RETIREMENT PLAN

During a leave of absence, both the University's and the employee's contributions to the retirement plan are discontinued, except as provided by the University disability plan, provided, however, that subject to, and consistent with, the retirement plan, an employee on a leave of absence may continue active participation by making direct payment of any amount in the manner prescribed by the University.

168 SENIORITY

Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and extensions, except that seniority shall accumulate only for the first thirty (30) days of a personal leave of absence and shall be retained thereafter.

169 EQUIVALENT POSITION

To be considered equivalent, the position must have:

- An equivalent level of compensation, including any unconditional pay increases that occurred during the employee's absence;
- Substantially similar duties, working conditions, responsibilities, privileges, and status;
- The same or geographically equivalent work site (i.e., no significant increase in commute);
- The same or equivalent shift or work schedule; and
- The same or equivalent opportunity for discretionary and non-discretionary payments.

170 FAMILY MEMBER

1. Spouse: Legally married (opposite-sex or same-sex)
2. Other qualified adult.

3. Child, sibling, parent, or grandparent of the employee, the employee's spouse or the other qualified adult.
4. Other related individual whose care is the responsibility of the employee, employee's spouse, or other qualified adult.

171 **SERIOUS HEALTH CONDITION**

An illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility, or
- Continuing treatment by a health care provider that includes one or more of the following:
 - a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or related period of incapacity relating to the same condition;
 - any period of incapacity due to pregnancy or for prenatal care;
 - any period of incapacity or treatment due to a chronic serious health condition;
 - a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - any period of absence due to multiple treatments (including any period of recovery from the treatments) for restorative surgery after an accident or other injury, or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

172 **COVERED ACTIVE DUTY**

1. Members of the regular Armed Forces: Deployment to a foreign country.

2. Members of the Reserves, National Guard, and retired members of the regular Armed Forces or Reserves: Duty with the Armed Forces during deployment to a foreign country under a call or order to active duty.

173 **QUALIFYING EXIGENCY**

Qualifying exigencies include the following:

1. Short-notice deployment: Issues that arise from the fact that a military member is called to covered active duty with notice of seven calendar days or less prior to deployment. Absence can be for a period of seven calendar days beginning on the date a military member is notified of an impending call or order to covered active duty.
2. Military events and related activities: To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty, or to attend family support or assistance programs and informational briefings related to the call to covered active duty or call to covered active duty.
3. Childcare and school activities: To arrange for alternative childcare for a child, to provide childcare on an emergency basis, to enroll a child in school or to attend school meetings for the child where the absence is necessitated by the covered active duty or call to covered active duty.
4. Financial and legal arrangements: To make financial or legal arrangements to address the military member's absence for military duty or to act as the military member's representative for purposes of obtaining military service benefits. Absences can be taken to obtain military service benefits while the military member is away on covered active duty or within ninety days of termination of covered active duty.
5. Counseling: To attend counseling provided by someone other than a health care provider for the employee, military member, or a child of the military

member, provided the need for counseling arises from the covered active duty or call to covered active duty.

6. Rest and recuperation: To spend time with a military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Absence is limited to five days for each military rest and recuperation visit.
7. Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety days following the termination of the covered active duty.

To address issues that arise from the death of a military member while on covered active duty.

8. Additional activities: To address other events that arise out of the military member's covered active duty or call to covered active duty provided the employer and employee agree that the absence will qualify as an exigency, and agree to both the timing and duration of the absence.

174 **COVERED SERVICEMEMBER**

1. A member of the United States Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list for a serious injury or illness; or
2. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the United States Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

175

SERIOUS ILLNESS OR INJURY (CARE OF A COVERED SERVICEMEMBER)

1. An injury or illness incurred by a covered servicemember in the line of duty while on active duty in the United States Armed Forces or existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the United States Armed Forces that causes the covered servicemember to be medically unfit to perform the duties of the covered servicemember's office, grade, rank or rating.
2. A qualifying injury or illness incurred by a veteran who was a member of the United States Armed Forces (including a member of the National Guard or Reserves) in the line of duty while on active duty in the United States Armed Forces or existed before the beginning of the veteran's active duty and was aggravated by the service in the line of duty on active duty in the United States Armed Forces and manifested itself before or after the servicemember became a veteran.
 - Active duty: Military duty under a call or order to active duty.
 - Qualifying injury or illness (Veteran): Defined by the Secretary of Labor.

176

NEXT OF KIN (CARE OF A COVERED SERVICEMEMBER)

The next of kin of a covered servicemember is the nearest blood relative, other than the servicemember's spouse, parent or child in the following order of priority:

- Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions
- Siblings
- Grandparents
- Aunts and Uncles
- First cousins.

The servicemember may specifically designate another blood relative as their nearest blood relative. In this circumstance,

only the designated next of kin may care for the covered servicemember under the FMLA.

177 **EXCUSED TIME – WITHOUT PAY**

An employee may not use excused time – without pay for more than 14 consecutive calendar days.

178 **RETURN BEFORE THE EXPIRATION OF A LEAVE OF ABSENCE**

An employee's return to work before the expiration of a leave of absence is at the discretion of the University.

179 **FAILING TO RETURN FROM A LEAVE OF ABSENCE**

Failure to report for work at the conclusion of a leave of absence without requesting and receiving an extension of the leave is cause for termination of the employee's University employment.

If an employee does not return to work from a leave of absence, the last day worked shall be considered the date of termination for the purposes of determining eligibility for retirement or for Disability Plan benefits.

180 **FALSE PRETENSE**

Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

ARTICLE 28

GROUP LIFE INSURANCE

181 During the term of this Agreement the University Life Insurance Plan and the Optional Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a union. It may be amended, but not eliminated, by the University. The University Life Insurance Plan will provide \$30,000 in coverage at no cost to the employee. The amount of additional life insurance coverage elected by an employee under the Optional Life Insurance

Plan may range from \$5,000 at the minimum to an amount equal to eight (8) times the employee's salary up to a maximum of \$1,500,000. Salary as indicated is based upon an employee's job rate for a normal forty (40) hour workweek, including overtime and other premiums.

- 182 The cost of the Optional Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. The employee will pay the full cost in the same manner and to the same extent as provided to University employees not represented by a union.
- 183 The Dependent Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a union. The employee will pay the full cost in the same manner and to the same extent as provided to University employees not represented by a union.

ARTICLE 29

HEALTH INSURANCE

SECTION A. HEALTH INSURANCE (Medical and Prescription Drug Coverage)

- 184 The Group Health Insurance Plan, consisting of medical and prescription drug coverage, shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a union. Prior to the execution date of this Agreement the Union has had the opportunity to have explained the hospital, medical, and prescription drug coverage available from the various organizations during the term of this Agreement and from which an employee can select coverage. The Plan may be amended, but not eliminated, by the University. In the event of any changes in the coverage from any of the organizations, the Union will be notified prior to the effective date of change.
- 185 In addition to the current health care programs offered by the University, the University will offer a Comprehensive Major Medical (CMM) plan where the full family coverage premium

does not exceed the University's contribution. It is understood that to accomplish this, the offered program may change from time to time. In the event the current Blue Cross and Blue Shield of Michigan Comprehensive Major Medical Plan ceases to be offered by the University the Union will be provided a 90 day notice of the change and the University agrees to maintain a similar alternative Comprehensive Major Medical Plan for the Union.

Note: There is no paragraph 186.

187 University employees who do not elect to enroll in a health insurance plan within 30 days of their eligibility date will be automatically enrolled for single person coverage in the Comprehensive Major Medical Plan.

188 The University's maximum monthly rates of contribution for employees in the bargaining unit who are eligible for and elect to take a health care insurance plan shall be the same as the contribution rates for employees not represented by a union (except for the CMM plan). Cost in excess of University contributions will be paid by employees, normally through payroll deduction. If the University increases its monthly contribution for University employees not represented by a union, the University will increase its contribution for employees in the bargaining unit in the same manner and to the same extent.

189 The Group Health Insurance Plan (medical and prescription drug coverage) will contain a 4-tier structure of coverage consisting of:

Tier 1: Employee only (single)

Tier 2: Employee plus adult dependent

Tier 3: Employee plus adult dependent plus any number of children

Tier 4: Employee plus any number of children

Note: There is no paragraph 190.

191 The University contribution toward overall employee health insurance will achieve an average aggregate contribution ratio of 70% contributed by the University and 30% contributed by employees. The aggregate contribution of 30

percent is inclusive of the cost of health care premiums, plus health care member out of pocket expenses in the form of medical and prescription drug co-pays, coinsurance and deductibles. The University contribution for health insurance is based on the two lowest-cost comprehensive plans by weighting the premiums based on enrollment. By using this method, any cost increases in a plan with low enrollment will not cause a greater increase than necessary for those in other health plans. The base premiums will be calculated on actual cost experience across all coverage tiers. The highest percentage University contribution will be made for employees, followed in descending order of University contributions for child dependents, then adult dependents.

- 192 Employees working full-time (30 hours or more per week) will receive University contributions under the full-time salary bands and formula:

Salary Bands	One Employee	Adult Dependent	Children
Band 1: (1 st Salary quartile)	93%	66%	75%
Band 2: (2 nd Salary quartile)	Between 90-93%	Between 57-66%	Between 70-75%
Band 3: (3 rd & 4 th Salary quartile)	90%	57%	70%

- 193 The bands are based on quartiles, so the breakpoints from one band to the next will automatically adjust each year as salaries change.
- 194 Employees falling into Bands 1 & 2 will receive a greater percentage of University contribution toward health care than employees in Band 3. Part-time employees working 20 to 29.9 hours will receive 80% of the contribution percentage applied to full-time employees in Band 1.

Note: There is no paragraph 195.

- 196 The employee will be responsible for any additional premium cost above the base University contribution rate toward the employee's plan of choice.

197 No matter concerning the Group Health Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provision of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

198 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital, medical or prescription drug benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

SECTION B. PRESCRIPTION DRUG COVERAGE

199 The following schedule of prescription drug copays became effective on January 1, 2014:

Effective Date	Generic	Preferred Brand	Non-Preferred Brands
01/01/14	\$10.00	\$20.00	\$45.00

If the University changes its prescription copays for employees not represented by a union, the University will change prescription copays for employees in the bargaining unit in the same manner and to the same extent.

200 In addition, employees will participate in the generic drug incentive program which includes use of generic medication when available and legally permitted, and where the employee or the employee's physician requests a brand-name product when an FDA-approved generic is available, the employee will be required to pay the cost difference between the brand-name and generic medication plus the applicable brand-name copay.

SECTION C. GROUP DENTAL PLAN

201 The Group Dental Plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a union within the Benefits Program. Employees have a choice of three dental plan options. During the term of this Agreement no less than

the University of Michigan Dental Plan, Option I schedule of benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of the change. The University contribution toward dental plan coverage will be provided in the same manner and to the same extent as provided to University employees not represented by a union. The University will automatically enroll employees in the University of Michigan Dental Option I plan with employee only coverage that do not elect to opt out or enroll in a dental insurance plan within 30 days of their eligibility date.

ARTICLE 30

OTHER BENEFITS

Note: There is no paragraph 202.

- 203 The Group Legal Plan, Flexible Spending Accounts (Health and Dependent Care), and a Vision Plan shall be as in the same manner and to the same extent as is provided for employees not represented by a union. No matter concerning the above benefits will be subject to the Grievance and Arbitration Procedures; except for questions concerning compliance with the specific provisions of this Article and whether or not the employees have coverage in accordance with terms of the benefits plans.

ARTICLE 31

TRAVEL ACCIDENT INSURANCE

- 204 The Travel Accident Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, without cost to an employee and consistent with the terms of the plan, shall not be changed during the term of this Agreement.
1. The amount of the principal sum of insurance for full-time employees shall be \$50,000 minimum, or ten (10) times hourly rate times 2080, whichever is more, not to exceed a maximum of \$500,000, except as the amount may be reduced proportionately by a catastrophic accident.

2. Benefits for other losses are provided in a schedule of benefits under the University policy for loss of life, limbs, paralysis and total and permanent disability.

205 In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the Travel Accident Insurance Plan shall be subject to the Grievance and Arbitration procedures, except for questions concerning compliance with the specific provisions of this Article.

ARTICLE 32

EXPANDED LONG TERM DISABILITY PLAN

206 The Expanded Long Term Disability (LTD) Plan shall be as provided by the University according to the provisions of the plan in the same manner and to the same extent as provided to University employees not represented by a union. During the term of this Agreement, it may be amended, but not eliminated, by the University, except that the following, consistent with the terms of the plan, shall not be changed during the term of this Agreement:

1. The University will pay the cost for coverage after two (2) years of service except on base income over \$61,000 per year, which will be indexed each year to the median University salary. During the first two (2) years of service, the employee must pay the entire cost for coverage on all base income.
2. An eligible employee shall receive a disability income which shall be 65% of their monthly base income.
3. In the event that cash benefits are received from other sources as set forth in the plan, the disability income set forth in 2. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the employee's monthly base income.
4. For each month that disability benefits are in effect, Basic Retirement Savings Plan, Group Life

Insurance, Health Insurance Plan, and Dental Option 1 Plan contributions shall be made by the University as provided in the Expanded Long Term Disability Plan Policy.

5. In the event of any amendment that affects employees in the bargaining unit, the Union will be notified at least thirty (30) calendar days prior to the effective date of the amendment. No matter concerning the Expanded Long Term Disability Plan shall be subject to the Grievance and Arbitration procedures, except for procedural questions concerning compliance with the specific provisions of this Article.

Note: There is no paragraph 207 or 208

ARTICLE 33

RETIREMENT PLAN

209 The Retirement Plan shall be as provided by the University according to the provisions of the plan in the same manner and to the same extent as provided to employees not represented by a union. In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the retirement program shall be subject to the Grievance and Arbitration procedures, except for questions concerning the specific provisions of this Article. It is understood that the retirement plan may be amended, except that the following, consistent with the terms of the Teacher's Insurance and Annuity Association (TIAA) Retirement Plan and Fidelity Investments Retirement Plan shall not be changed during the term of this Agreement:

210 Effective January 12, 2020, earnings eligible for University and employee contributions toward the retirement plan shall be determined by the employee's base salary, with additional forms of pay becoming ineligible. These include, although not limited to, overtime, salary supplement, payout of unused vacation at termination or retirement, shift premium, relief premium, shift rotation premium, circuit ten day premium, leader pay, call back pay, administrative differential, added duties differential, and longevity pay.

Note: There is no paragraph 211.

212 During the first 12 months of service, the employee may contribute an amount equal to five (5) percent of earnings each month, however, the University will not contribute. After completing 12 months of service, the University will contribute an amount equal to ten (10) percent of an employee's earnings each month that the employee contributes five (5) percent of earnings.

213 At the option of the employee, age thirty-five (35) or older, with two years of service and working at a 100% appointment effort, the University will contribute an amount equal to five (5) percent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, the University will contribute an amount equal to ten (10) percent of an employee's excess earnings each month and the employee will contribute an amount equal to five (5) percent of the employee's excess earnings each month.

ARTICLE 34

LONGEVITY PAY

SECTION A. ELIGIBILITY

214 An employee will be eligible for annual longevity pay in accordance with Section B. of this Article (1) if they received pay as an employee in the calendar year preceding the year of payment and (2) except as provided in Section D., they are still an employee on October 31, in the year of payment.

SECTION B. SCHEDULE OF PAYMENTS

- 215 Longevity pay shall be based on seniority as of October 31, in the year of payment and shall be computed as a percentage of Form W-2 Gross Earnings, for the calendar year preceding the year of payment, but not to exceed the first \$23,500 in 2017 earnings; \$24,500 in 2018 earnings, \$25,500 in 2019 earnings; and \$26,500 in 2020 earnings in accordance with the following schedule:

University Seniority

6 or more, but less than 10 years	2%
10 or more, but less than 14 years	3%
14 or more, but less than 18 years	4%
18 or more, but less than 22 years	5%
22 or more, but less than 26 years	6%
26 or more years	8%

SECTION C. PAYMENT DATE

- 216 Longevity pay to an eligible employee shall be paid no later than November 30.

SECTION D. RETIREMENT OR DEATH

- 217 If an eligible employee retires, dies or transfers to a University position outside the bargaining unit, they or a survivor shall nevertheless be entitled to Longevity Pay based on the employee's University Seniority at the time of retirement, death, or transfer.
- 218 Such Longevity Pay shall be pro-rated on the basis of completed calendar months of service from the preceding October 31, to the date of retirement, death, or transfer.

ARTICLE 35

TUITION SUPPORT PROGRAM

- 219 The University agrees to provide the same Tuition Support Program it administers for non-bargained for staff, and which it may revise from time to time, to employees of this bargaining unit. The policies, regulations, definitions, and procedures outlined in the University's Tuition Support

Program Standard Practice Guide shall govern the use of this program for employees in this bargaining unit.

220 For the purposes of this Article it is recognized that Local 324's Stationary Engineers Education Center shall be considered an approved educational institution.

ARTICLE 36

DISCIPLINE

SECTION A. CAUSE

221 The University shall not discharge or take other disciplinary action for employees with seniority without cause. By way of illustration, but not by way of limitation, cause includes any act or omission which interferes with or affects in anyway the orderly and efficient administration or operation of the University, any violations of this Agreement, any violation of a reasonable rule, or regulation, or requirement, whether or not written, which is known, or should have been known by an employee, and off-duty behavior which adversely affects the University as a public employer or educational institution, provided, however, any new rule, regulation or requirement shall not be contrary to the terms of this Agreement. A rule, regulation, or requirement shall be deemed reasonable for purposes of arbitration, unless the Union (or an employee) has notified the University in writing of its contrary opinion within fourteen (14) calendar days after it knows, or should have known of the rule, regulation, or requirement. Disciplinary action shall be on a timely basis dependent on the facts and circumstances involved, including the time taken in investigating and analyzing the facts and circumstances. In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.

SECTION B. GRIEVANCE PROCESSING

222 A grievance which (1) concerns a disciplinary layoff or discharge of a non-probationary employee and (2) alleges that no cause in fact existed, or that the disciplinary action was taken arbitrarily and was clearly excessive, may be processed through the grievance and arbitration procedures, provided it is submitted in writing at Step 2 within seventy-two (72) hours after receipt by the employee of the University's

written notification of the disciplinary action. The notification shall include the nature of the cause and the extent of the action taken. Failure to submit a written grievance by the employee within the seventy-two (72) hour period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

SECTION C. ARBITRATOR'S AUTHORITY

223 If any grievance alleging a violation of this Article should be taken to arbitration, the arbitrator's authority shall be limited to the fact question of whether there was cause and as follows:

1. If the arbitrator finds there was cause, the arbitrator may modify the disciplinary action taken only if it was (a) taken arbitrarily or was (b) clearly excessive, otherwise the arbitrator must affirm it.
2. If the arbitrator finds there was no cause, they shall nullify the disciplinary action taken.

224 In cases where disciplinary action was taken for more than one incident of misconduct, either the Union or the University may request the arbitrator to set forth their findings of fact on each type of misconduct represented by these incidents.

SECTION D. NOTIFICATION TO UNION

225 The University shall notify the Union at its office, providing it is open for business, of any disciplinary action taken which involves a disciplinary layoff or discharge within twenty-four (24) hours after the action is taken and mail a copy of the employee's notification to the Union at its office. If the Union so requests, after receiving notification, a conference between a reasonable number of representatives of the Union and the representatives of the University shall be set by the University within the next twenty-four (24) hour period to discuss the incident and disciplinary action.

ARTICLE 37

GRIEVANCE PROCEDURE

SECTION A. UNION REPRESENTATION

226 For the purposes of this grievance procedure, and except as otherwise agreed, there may be a chief steward/stewards for the following areas:

1. Ann Arbor-Chief Steward
2. Flint-Steward
3. Dearborn-Steward
4. Utility Systems Technicians - Hospital and Hospital Autoclave Operation-Steward
5. Utility Systems Technicians - Ann Arbor Campus - Steward
6. North Campus Research Complex - Ann Arbor - Steward

227 There may also be two (2) assistant stewards for Ann Arbor, one for the Huron Street Plant and one for the Hoover Operation, and one (1) assistant steward each for Flint, Dearborn, and the North Campus Research Complex. The assistant stewards shall represent an aggrieved employee only when the chief steward/steward is not at work.

228 The chief steward shall have bargaining unit wide responsibilities of promoting the consistent administration and application of the terms and conditions of the parties' collective bargaining agreement among all the steward areas.

229 The chief steward/stewards and the assistant stewards shall be non-probationary employees working in the areas they represent. The Union shall furnish the University with the name of the chief steward/stewards and assistant stewards, and shall report promptly any change to the University. The University shall not recognize any employee as chief steward, steward or assistant steward, without this notification.

SECTION B. DEFINITION OF GRIEVANCE

230 A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the University

and any employee (1) concerning their employment and (2) compliance with the express provisions of this Agreement.

SECTION C. GROUP GRIEVANCES

- 231 In the event that employees have a group grievance, it shall be sufficient if one employee processes the grievance on behalf of all similarly affected employees. A group grievance shall be only one in which the fact questions and the express provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group.

SECTION D. PROCEDURE

- 232 An employee shall not have a grievance unless the matter complained of is first brought to the attention of their department head, or their designated representative, by the employee. At that time, the department head or their designated representative, shall set a time and date, to discuss the matter with the employee and if appropriate, the employee's immediate supervisor. At the employee's request, the employee's chief steward/steward, as the case may be, shall be present during the discussion. If the matter is not resolved between the department head, or their designated representative, and the employee within seven (7) calendar days, the employee may submit their grievance using the following grievance procedure.
- 233 The following grievance procedure shall be the sole and exclusive means for resolving all grievances:

STEP ONE

- 234 An aggrieved employee promptly, and in no event later than fifteen (15) calendar days after facts have occurred giving rise to their grievance, shall reduce their grievance to writing on a form provided by the University and submit it to their department head, or designated representative, for written answer.
- 235 The grievance shall be dated and signed by the aggrieved employee and their chief steward/steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired.

236 The grievance shall not be considered submitted until the department head, or designated representative, receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee.

STEP TWO

237 If the aggrieved employee does not receive a satisfactory written answer within fifteen (15) calendar days after their written grievance is submitted to their department head, or ~~his~~ designated representative, the employee may submit their written grievance to the University Review Committee for written answer provided the employee submits it within seven (7) calendar days following receipt of an unsatisfactory answer at Step One or within twenty-two (22) calendar days from the time the grievance was submitted at Step One.

238 Upon receipt of the written grievance, the University Review Committee shall set a mutually acceptable place and time within fifteen (15) calendar days, unless there is a mutual Agreement otherwise as to time, for discussion of the grievance. The aggrieved employee's chief steward/steward and a reasonable number of non-employee Union officials may assist them in the discussion. A written answer shall be provided within ten (10) calendar days, except that this time limit may be extended by mutual Agreement of the University and the Union.

239 If the chief steward/steward from another representation area possesses technical or craft specialty skills and knowledge expertise related to the grievance issue that may contribute to the understanding and resolution of the grievance, that chief steward/steward may also be released, in accordance with the steward release provisions of paragraph 240, to participate in the grievance hearings referenced in paragraphs 232 and 237 above. Such request for release shall be made with reasonable prior notice from the Union to the appropriate University Human Resources Office, which will coordinate the release with the applicable operation units. The parties recognize that this type of release would be an exception to normal hearing participation procedures, and it will not be abused.

SECTION E. GRIEVANCE DISCUSSIONS, TIME LIMITS AND ADJUSTMENT

- 240 If the time for a discussion of a grievance is set during the normal working hours of the aggrieved employee, they shall not suffer loss of time or pay. If the time for a discussion is set during the chief steward/steward's normal working hours the chief steward/steward shall not suffer loss of time or pay.
- 241 If the aggrieved employee does not submit their grievance to Step Two of the grievance procedure within the prescribed time limit, the written grievance shall be considered settled on the basis of the University's answer at Step One, except the University Review Committee may extend the time limit for submission to Step Two, providing the extension is requested by the aggrieved employee and the Union before the time limit ends.

SECTION F. VISITATION BY NON-EMPLOYEE UNION OFFICIAL

- 242 Upon request to the designated representative of the University and providing mutual acceptable arrangements can be made, a reasonable number of non-employee Union officials who will represent an employee in the grievance or arbitration procedures, may visit the University once for the purpose of preparing the case for presentation.
- 243 During such a visit the non-employee officials of the Union may view any area relevant to the grievance. A representative of the University, at its option, may accompany the non-employee Union officials. In addition, the non-employee officials of the Union may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place designated by the University and for a reasonable period of time. If an employee is interviewed during their normal working hours, they shall not suffer loss of time or pay.
- 244 During any such visit, the non-employee officials of the Union shall be subject to all University requirements applying to visitors and shall not in any way interfere with the orderly and efficient operation of the University. In the event any privilege provided by this Section is abused, it may be withdrawn by the University after the Union is given a reasonable opportunity to remedy the situation.

SECTION G. LIABILITY

245 Except as otherwise specifically provided or limited, the University shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods:

1. The period prior to the time the matter complained of is first brought to the attention of the employee's department head, or their designated representative, as provided in Section D. of this Article, except that in the case of a pay shortage of which the employee had not been aware before receiving their pay, any adjustments made shall be retroactive to the beginning of the pay period if this matter is brought to the attention of the employee's department head, or designated representative, within seven (7) calendar days after receipt of their pay.
2. The period between the first date offered for discussion of a grievance by the University and date when the Union is first available for discussion, when the first date offered by the University is delayed at the request of the employee or the Union; and
3. The period between the first date the arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Union.

ARTICLE 38

ARBITRATION

SECTION A. SUBMISSION TO ARBITRATION

246 A grievance as defined in Article 37, except as otherwise provided in this Agreement, which remains unsettled, after Step Two of the grievance procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union giving written notice to the University Review Committee within fifteen (15) calendar days from the date the written answer from the University Review Committee was delivered to the Union, or within thirty-five (35) calendar days from the time the grievance was submitted at Step Two, whichever time is sooner. Such notice shall identify the

grievance and the issue and state the provisions of the Agreement involved. If no such notice is given within the prescribed time limit, the University's answer at Step Two shall be final and binding on the Union, the employee or employees involved, and the University.

SECTION B. SELECTION OF ARBITRATORS

- 247 The Union and the University shall agree in writing on a panel of three (3) arbitrators. If an appointed arbitrator(s) is unable or unwilling to continue this appointment, the rotating schedule shall be sequentially adjusted in order that all arbitrations are assigned to the remaining arbitrators.

(Also see Memorandum of Understanding-6)

SECTION C. TERMS AND CONDITIONS OF ARBITRATION

- 248 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

1. At the time of submission to the University Review Committee the Union shall notify the arbitrator whose turn it is by forwarding a copy of the grievance, the University's answer at Step Two and the Union's notice to the University Review Committee as provided for in Section A. A notice to an arbitrator is for a single grievance unless the parties mutually agree otherwise, and shall be given to an arbitrator on a rotating basis and in sequential order based on the date of the Step Two answer.
2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.

The parties are committed to making a good faith effort to establishing and confirming a hearing date within two weeks from the date of receipt.

3. At the time of the arbitration hearing both the University and Union shall have the right to examine and cross-examine witnesses.
4. Upon the request of either the University or the Union, or both, a transcript of the hearing shall be

made and furnished to the arbitrator with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost, unless it is mutually requested. In such a case the cost shall be shared equally.

5. At the close of the hearing the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs, if requested by either the University or the Union.
6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Article 37 submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.
7. In making a decision, the arbitrator shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts and shall construe the Agreement in a manner which does not interfere with the exercise of the University's rights, functions, duties and responsibilities, except to the extent that such rights are clearly, expressly and specifically limited by this Agreement.
8. The arbitrator may interpret this Agreement and apply it to the facts of the particular case, but shall limit the decision strictly to the application and interpretation of the express provisions of this Agreement and the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or to add to, subtract from, or in any way modify the express terms of this Agreement, nor shall the arbitrator have any power or authority to limit or change any policies, practices, rules or regulations of the University not in conflict with this Agreement; nor shall the arbitrator have the power or authority to formulate or add any new policies, rules, or regulations, nor substitute their discretion in cases where the University retains or is given discretion by this Agreement. It is further understood that the wage schedule shall not be subject to arbitration and the arbitrator shall have no power or authority to establish or change any wage.

9. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments they may have received during this period of suspension from employment with the University. It is understood, however, that any regular remuneration or payments the employee was receiving prior to their period of suspension shall not be used as an offset in determining a back wage.
10. The fees and expenses of the arbitrator shall be shared equally by the University and the Union. The expenses of, and the compensation for, each and every witness and representative for either the University or the Union shall be paid by the party producing the witness or having the representative, except that the aggrieved employee or any other employee who loses time from their work during assigned working hours when testifying shall do so without loss of time or pay.
11. The arbitrator shall render their decision in writing within thirty (30) calendar days.
12. The arbitrator's decision when made in accordance with their jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union and the employee or employees involved.

ARTICLE 39

CONFERENCES

249 At the request of either the Union or the University, 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 can be made. All such conferences shall be arranged through a designated representative of the University. Questions of safety, licensing, productivity and work schedules are considered matters of mutual interest.

Note: There is no paragraph 250.

ARTICLE 40

MISCELLANEOUS

SECTION B. LIBRARY PRIVILEGES

- 251 Employees have the privilege of using University libraries in accordance with rules and regulations established from time to time by the University.

SECTION C. WASH UP TIME

- 252 Where currently in effect for an employee necessary wash-up time, not to exceed fifteen minutes, will continue to be provided in those situations when the conditions of their job require it.

SECTION D. LAUNDRY SERVICE, TOOLS, GLOVES, SAFETY/AND FIRST AID EQUIPMENT

- 253 Where currently in effect and to the same extent, the University will continue to provide laundry service. In addition, and to the same extent, soap, towels, certain tools, gloves and safety equipment will continue to be provided. An appropriate first aid kit will be available at the Huron Street Plant, Hoover, Flint, and Dearborn.

SECTION E. SAFETY

- 254 The University shall continue to provide for the health and safety of employees during the hours of their employment. When an employee alleges that an unsafe condition exists, the condition will be investigated and as deemed necessary promptly corrected. If no action is deemed necessary, or action will be delayed, the employee(s) and chief steward/steward will be given a written response.

SECTION F. INCLEMENT WEATHER

- 255 In the event that the University declares an inclement weather period for a specified period of time for a geographic area, employees living or working in the geographic area affected will make every effort to get to work. In the event that the employee is unable to get to work the employee will:

(Also see Memorandum of Understanding-7)

1. Contact their immediate supervisor, as soon as practical regarding their inability to get to work; and,
2. Remain available to come to work and come to work if transportation is provided by the University.

256 Employees who are at work shall remain at work, if necessary, until such time as the inclement weather conditions have subsided and other employees report to work to replace them. An employee will be paid at their hourly rate, including all applicable premiums, for time lost during the inclement weather period, provided the University determines that they could not get to work as scheduled. Employees who work during the inclement weather period under the circumstances and conditions described above, in addition to their regular pay, shall have added to their vacation accrual an amount of time equal to the hours actually worked on their normal schedule.

Note: There is no paragraph 257.

SECTION G. PAY CHECKS

258 If there is a pay shortage in an employee's check it will be corrected by payment in their next regular biweekly check.

259 If the pay shortage is \$100 or more, the employee may request in writing, through their supervisor, an off cycle payment by their choice of 1) a Monday direct deposit to their designated account consistent with Central Payroll cutoffs, or 2) an online check issued as soon as practicable and no later than four full business days after the request. It is, however, recognized between the parties that due to early payroll cutoffs over the Christmas Day/New Year's Day holidays the University may not be able to comply with the above pay shortage timelines. If this occurs, the University will notify the Union, and seek their input on a notification to supervisors and employees of the delay, including the date by which the pay shortage is expected to be paid.

SECTION H. NEW EMPLOYEE BENEFIT PLAN BOOKLETS

260 At the time of hire, new employees will be given a set of whatever current University booklets are available to describe various benefit plans set forth in this Agreement.

SECTION I. ABSENCE AND SHIFT RELIEF PROCEDURE

261 All absences will be reported as soon as practicable as designated by management at the employee's worksite. The employee receiving the call will complete the required forms and immediately contact the employee who will not be relieved because of the absence, who then will make calls to employees not then at work in the following order:

1. To individuals assigned as operational relief, provided the call would not result in overtime pay.
2. To employees in accordance with Section D. of Article 9.

262 If further calls are necessary, the operating engineer on duty shall be contacted to take whatever follow-up action may be necessary, including a call to a supervisor. The University may change this procedure from time to time, but only after discussion with the Union.

SECTION J. CALLS AFTER SCHEDULED WORK HOURS

263 An employee called at home during a non-work and/or non-paid time for the purposes of consulting, trouble shooting or problem solving questions on operations will be compensated at the rate of one and one-half times the employee's hourly rate, including all applicable premiums, for a minimum of one hour for calls that total less than 1 hour in duration. If the telephone call totals more than one hour, compensation at the premium rate will be for the actual total time. It is recognized that the compensable time of the call(s) will be the total cumulative time of one or multiple calls(s). This provision would not apply to situations where the employee is contacted at home because of scheduling or routine questions.

ARTICLE 41

GENERAL PROVISIONS

SECTION A. SUPERVISORY DUTIES/HEATING FACILITIES

- 264 During the term of this Agreement, the University will not add supervisory authority to the job content of any existing classification nor shall a supervisor stand a watch when an employee who has the ability to perform the work is available.
- 265 During the term of this Agreement, the University will continue to use employees in the bargaining unit to operate heating facilities owned by the University. In addition, if the University installs any central air conditioning system which requires the full-time regular attendance and attention of one or more employees for operational purposes, such employee or employees will be included in this bargaining unit.

SECTION B. CHANGES TO AGREEMENT

- 266 No provision of this Agreement, or any supplement thereto, nor the rights of either the University or the Union under the terms of this Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between the University and the Union.

SECTION C. AGREEMENT VIOLATION WAIVER

- 267 The waiver of any violation of this Agreement to either the University or the Union shall not preclude appropriate remedial action through the grievance and arbitration procedures for future violations.

SECTION D. INVALID PROVISION

- 268 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the University and the Union, at the request of either party, shall enter into negotiations for the

purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE 42

CONTINUING EDUCATION

269 The Union and the University recognize that it is in the best interests of both parties that employees receive continuing education to acquire new knowledge or skills and to enhance existing skills and abilities related to their job assignments. Accordingly, at the request of the employee and with the approval of the employee's supervisor, an employee may attend appropriate seminars, course work or participate in other continuing education directly related to that employee's current or future job assignments. The seminars and course work may include, but are not limited to, training provided for by equipment manufacturers, education in work methods and materials, and education to improve work related knowledge and abilities. In the event that such education is required, the University shall pay the cost of tuition, course fees and books required, except for and excluding any fees required for membership in any professional or trade organization or association. Employees who participate in such approved or required training shall not suffer a loss of time or pay. In addition, employees who receive such training or education may be required to train or assist in the training of others.

E-A TRAINING PROGRAMS

- 270 An employee hired or selected for a training program will be:
1. Placed in the thirty (30) month schedule [pay grade E-A];
 2. Assigned to related educational course work for which attendance and successful completion is required. The University will pay the cost of tuition and books and for the time spent while attending classes;
 3. Evaluated periodically by the University to measure performance and progress, with at least one written evaluation every six (6) months. It is understood that the employee's continued participation in the training program is conditioned on satisfactory performance and progress. In the event an employee is not

progressing satisfactorily and may be discharged, the University will notify the Union and at the Union's request a conference may be held to discuss the unsatisfactory performance.

4. Ineligible for promotion during the thirty (30) month training program unless the University determines that the employee has successfully reached the level of competence required to independently perform the full range of duties of the E-2 or E-4 classification the employee is in training for. In the event that the University promotes an employee prior to the completion of the thirty (30) month training cycle, the employee's hourly rate shall be the base rate for the classification.

271 In addition, it is understood that an E-A Trainee will not be assigned to work independently during the first twelve (12) months of training. After the completion of twelve (12) months, they may be assigned to work independently at various tasks and intervals but not to exceed 1,040 hours in the second twelve (12) month period and then, any number of hours thereafter.

272 Upon successful completion of training, the employee will be promoted to the E-2 or E-4 classification the employee was in training for.

273 Time off without pay shall not be counted in progressing from one step to the next.

ARTICLE 43

WAIVER

274 The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 44

TERM OF AGREEMENT

275 This Agreement shall become effective November 19, 2017 and shall remain in full force and effect until and including November 13, 2021, and thereafter from year to year, unless written notice of termination is given by the University or the Union to the other party not less than sixty (60) nor more than one hundred-twenty (120) days prior to November 13, 2021.

Executed this 19th day of November, 2017.

The Regents of the
University of Michigan

International Union of
Operating Engineers,
Local 324

Jon Lund
Jon Lund

Douglas Stockwell

Jim Adams
Jim Adams

Ken Dombrow

Roy Anderson
Roy Anderson

Thomas Scott

Malcolm Bambling
Malcolm Bambling

IUOE Bargaining Team:

Jim Arini

Gary Avery

Blake Brosamer

Joe Caballero

John Compton

Dave Judge

Jeff Meier

Jim O'Brien

Jim Pesco

Tim Kennedy
Tim Kennedy

Colin Murphy
Colin Murphy

Mike Pepper
Mike Pepper

Leti Rastigue
Leti Rastigue

Mike Swanson
Mike Swanson

APPENDIX A

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CLASSIFICATIONS AND PAY GRADES

<u>Pay Grade</u>	<u>Class Code</u>	<u>Classification</u>
EA	838380	Boiler Operator Trainee
EA	838882	Powerhouse Operator Trainee
E1	838300	Utility Systems Technician I
E2	838780	Boiler Operator
E2	838680	Boiler & Refrigeration Operator
E2	838810	Instrument and Control Repairperson I
E2	838910	Powerhouse Maintenance Repairperson I
E2	838350	Utility Systems Tech II
E3	838891	Circuit Operator Maintenance & Repair-Ann Arbor Designee
E3	838821	HVAC Repairperson I Designee
E3	838870	Instrument & Control Repairperson II Designee
E3	838860	Powerhouse Maintenance Repairperson II Designee
E3	838850	Powerhouse Operator Designee
E3	838881	Powerhouse Operator Designee (NCRC)
E3	838788	Sr. Boiler Operator Designee
E3	838371	Utility Systems Technician III Designee
E4	838560	Autoclave Maintenance & Repairperson
E4	838890	Circuit Operator Maintenance & Repair-Ann Arbor
E4	838820	HVAC Repairperson I
E4	838800	Instrument and Control Repairperson II
E4	838900	Powerhouse Maintenance Repairperson II
E4	838880	Powerhouse Operator
E4	838885	Powerhouse Operator (NCRC)
E4	838790	Sr. Boiler Operator
E4	838360	Sr. Boiler and Refrigeration Operator
E4	838370	Utility Systems Technician III

<u>Pay Grade</u>	<u>Class Code</u>	<u>Classification</u>
E5	838892	Circuit Operator Maintenance & Repair Specialist-Ann Arbor Designee
E5	838831	HVAC Repairperson II Designee
E5	838670	Instrument and Control Repairperson III Designee
E5	838970	Operating Engineer Designee
E5	839101	Operating Engineer Designee (NCRC)
E5	838995	Powerhouse Maintenance Repairperson III Designee
E6	838893	Circuit Operator Maintenance and Repair Specialist-Ann Arbor
E6	838840	HVAC Leader
E6	838830	HVAC Repairperson II
E6	838600	Instrument and Control Repairperson III
E6	839000	Operating Engineer
E6	839100	Operating Engineer (NCRC)
E6	838990	Powerhouse Maintenance Repairperson III
E6	838550	Sr Autoclave Maintenance & Repairperson
E7	838980	Sr Operating Engineer
E7A	838620	Instrument and Control Repair Specialist Designee
E7A	838861	Powerhouse Maintenance Repair Specialist Designee
E7A	839501	Sr Operating Engineer Shift Leader Designee
E7A	839601	Sr Operating Engineer Shift Leader Designee (NCRC)
E8	838630	Instrument and Control Repair Specialist
E8	838920	Powerhouse Maintenance Repair Specialist
E8	839500	Sr Operating Engineer Shift Leader
E8	839600	Sr Operating Engineer Shift Leader (NCRC)

APPENDIX B

WAGE SCHEDULES

277 Wage Schedule A

Effective November 19, 2017, the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	24.56		25.54	26.54	27.56	29.33	31.18
E-1	24.56		26.07*	27.56			
E-2	29.33	30.29	31.18*				
E-4	33.33						
E-6	36.32						
E-7	37.81						
E-8	40.78						
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>				
E-3	31.18	31.72	32.26				
E-5	33.33	34.08	34.84				
E-7A	36.32	37.44	38.57				

* Or completion of 820 actual hours of work, whichever period occurs first.

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Wage Schedule B

Effective November 18, 2018, the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	25.22		26.23	27.26	28.30	30.12	32.02
E-1	25.22		26.77*	28.30			
E-2	30.12	31.11	32.02*				
E-4	34.23						
E-6	37.30						
E-7	38.83						
E-8	41.88						
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>				
E-3	32.02	32.58	33.13				
E-5	34.23	35.00	35.78				
E-7A	37.30	38.45	39.61				

* Or completion of 820 actual hours of work, whichever period occurs first.

Wage Schedule C

Effective November 17, 2019, the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	25.88		26.91	27.97	29.04	30.90	32.85
E-1	25.88		27.47*	29.04			
E-2	30.90	31.92	32.85*				
E-4	35.12						
E-6	38.27						
E-7	39.84						
E-8	42.97						
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>				
E-3	32.85	33.43	33.99				
E-5	35.12	35.91	36.71				
E-7A	38.27	39.45	40.64				

* Or completion of 820 actual hours of work, whichever period occurs first.

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Wage Schedule D

Effective November 15, 2020, the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	26.55		27.61	28.70	29.80	31.70	33.70
E-1	26.55		28.18*	29.80			
E-2	31.70	32.75	33.70*				
E-4	36.03						
E-6	39.27						
E-7	40.88						
E-8	44.09						
	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>				
E-3	33.70	34.30	34.87				
E-5	36.03	36.84	37.66				
E-7A	39.27	40.48	41.70				

* Or completion of 820 actual hours of work, whichever period occurs first.

MEMORANDUM OF UNDERSTANDING - 1

ALTERNATE WORK SCHEDULES

Notwithstanding, or in some cases acknowledging the appropriate application of the various related provisions of our Agreement, the parties agree to the following terms and conditions of employment for any employee(s) who may be regularly scheduled to work an alternate schedule consisting of shifts exceeding 8 hours per day:

WORK SCHEDULE - Any employee(s) assigned to an alternate schedule will be allowed some variation from their scheduled starting, break and lunch times, providing the variation in the work schedule is approved by the employee's supervisor.

SICK PAY - Employees will be paid sick pay for actual time lost in accordance with normal eligibility and hours available requirements for up to a maximum of however many hours their daily shift consists of. Family Care Time is limited to 48 hours per calendar year.

VACATIONS - Employees will be paid vacation pay for actual time lost in accordance with normal scheduling, approval and hours available requirements for up to a maximum of however many hours their daily shift consists of.

HOLIDAYS - In other than 24 hour operations, during weeks in which any of the holidays recognized in our Agreement occur, an employee's alternate work schedule may be reverted back to eight (8) hour shifts per day by supervision. The work days, starting, quitting, break and lunch times during any such holiday week work schedule will be set by the employee's supervisor. If the alternate schedule is maintained during holiday weeks, eight (8) hours pay shall be received by employees for all holidays, unless the parties mutually agree to pay other than eight (8) hours holiday pay for any specific alternate schedule. It is recognized and agreed that any other holiday pay agreement would be without any additional cost to the University.

FUNERAL LEAVE PAY - Employees will be paid funeral leave pay for actual time lost in accordance with normal eligibility requirements for up to a maximum of however many hours their daily shift consists of, and a total maximum of 24 hours per funeral occurrence.

JURY AND WITNESS SERVICE - Employees will be paid jury and witness service pay for actual time lost in accordance with normal eligibility requirements for up to a maximum of however many hours their daily shift consists of.

OVERTIME - Employees shall not be eligible for daily overtime until time worked exceeds however many hours their daily shift consists of.

SHIFT PREMIUM - An employee who is on a 12 hour shift that starts after 4:00 a.m. and before 12 noon, but extends past 12 noon by 4 or more hours shall receive 4 hours shift premium for the last four (4) hours of their scheduled shift. An employee who works beyond their scheduled hours shall continue to receive the shift premium.

MEMORANDUM OF UNDERSTANDING - 2

PREVENTIVE MEDICAL/DENTAL CARE PROCEDURES

Preventive Medical Health Procedures for Men

- Health Exam/Counseling - Periodically based on individual needs as determined by the Primary Care Physician(PCP)
- Blood Pressure Measure - At periodic health exams or at least every 2 years
- Cholesterol Screening - Every 5 years or more frequently based on risk factors
- Fecal Occult Blood Testing - As recommended by the PCP
- Flexible Sigmoidoscopy - As recommended by the PCP
- Clinical Testicular Exam - As recommended by the PCP
- Prostate Screening (PSA) or Digital Rectal Exam(DRE) As recommended by the PCP
- Annual Optical Exam

Preventive Medical Health Procedures for Women

- Health Exam/Counseling- Periodically based on individual needs, as determined by the PCP
- Blood Pressure Measure- At periodic health exams or at least every 2 years
- Cholesterol Screening- At age 45, and then every 5 years; more frequently based on risk factors
- Fecal Occult Blood Testing- As recommended by the PCP
- Flexible Sigmoidoscopy- As recommended by the PCP
- Clinical Breast Exam- As recommended by the PCP
- Mammography- As recommended by the PCP

- Pap Smear- As recommended by the PCP
- Pelvic Exam- As recommended by the PCP
- Prenatal Care in First Trimester- As recommended by the PCP
- Annual Optical Exam

Preventive Dental Procedures

- Oral Examinations- Two in a calendar year
- Full Mouth X-rays- One in a three year period
- Cleaning- Two in a calendar year
- Fluoride Treatment- One treatment per calendar year
- Bitewing X-rays- Two sets in a calendar year

MEMORANDUM OF UNDERSTANDING – 3

OVERTIME RECORD

It is recognized by the parties that during a previous Agreement, there were occasions when the overtime record was not maintained on a timely basis. As a result, the parties entered into extensive discussions in order to prevent recurrence. It is the understanding of the parties that any problem that existed has been resolved. If during the term of this Agreement, however, the problem recurs, the parties agree to hold a special conference, which may include the discussion of a penalty provision to provide compensation to an employee who was adversely affected because of the untimely posting.

Note: Memorandum of Understanding 4 and 5 have been deleted.

MEMORANDUM OF UNDERSTANDING – 6

PANEL OF ARBITRATORS

Effective with the execution date of this Agreement, the panel of arbitrators as provided for in Reference Paragraph 247 shall be as follows:

1. Patrick McDonald
2. Mark Glazer
3. Barry Goldman

At the request of either party, an arbitrator will be removed from the panel. In the event that a vacancy occurs on the panel of arbitrators, the University and the Union shall meet at the request of either party to select an arbitrator to fill the vacancy, and such selection shall be by mutual agreement.

MEMORANDUM OF UNDERSTANDING – 7

INCLEMENT WEATHER - FLINT

Notwithstanding the provisions of Article 40, Section F., and upon the total suspension of operations at the Flint Campus, the University will contact the HVAC circuit employees at a reasonable time, if possible, prior to the start of their shifts to inform them of the closing and of the continuing responsibilities of the employees under Article 40, Section F. In those instances, where an employee is not notified and reports to work, they will, at the discretion of the University be (1) utilized in some capacity or (2) sent home. Such employee who is sent home shall have four (4) hours added to their vacation accrual.

MEMORANDUM OF UNDERSTANDING – 8

OPERATIONAL WORK

It is understood that when an employee is assigned to work which takes them from their normal operational shift work, they shall not be held responsible for operational work during the period of the assignment.

MEMORANDUM OF UNDERSTANDING – 9

APPRENTICESHIP PROGRAM

The parties agree to meet and discuss a multi-employer based apprenticeship program, in the event such a program is fully established. This may be accomplished through a special conference, at the request of the Union.

MEMORANDUM OF UNDERSTANDING – 10

INCENTIVE PROGRAM

The parties agree to meet in special conference to discuss the feasibility of establishing an employee incentive program which would recognize the suggestions and contributions of the employees. The meetings shall be held at the request of the Union.

Note: Memorandum of Understanding 11 and 12 have been deleted.

MEMORANDUM OF UNDERSTANDING- 13

IUOE RETIREE TEMPORARY EMPLOYMENT PAY RATE

It is understood and agreed that if any IUOE employee who “retires” from the University and subsequently returns as a temporary employee performing duties consistent with those included in the classifications referenced in Appendix A of our collective bargaining Agreement, such retiree shall be paid the current pay rate for the classification that is appropriate for the type of duties the retiree is performing as a temporary employee. It is also recognized that temporary employees are not eligible for any fringe benefits, or any other representation considerations of the parties’ collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING - 14

SUPPLEMENTAL WAGE ADJUSTMENTS

The parties recognize that from time to time situations may occur that may require members of the bargaining unit to perform duties involving a reasonably significant time commitment that are outside the scope of duties performed by employees in the bargaining unit. These duties would also be outside the scope of duties performed by an IUOE employee assigned as a Group Leader. If the University determines a need to so assign such other duties, it is agreed that the parties will discuss whether the nature and extent of the other duties work assignment is reasonably significant to warrant a supplemental wage adjustment, and if so agree on an appropriate amount for the adjustment. This consideration would be based on the particular circumstances of each individual situation on a case-by-case basis. It is recognized and understood that the initiation and/or discontinuance of such other duties work assignment is at the sole discretion of the University.

Note: Memorandum of Understanding 15 has been deleted.

MEMORANDUM OF UNDERSTANDING - 16

CLASSIFICATION REVIEW

An employee may contact their manager and/or supervisor to review the employee's job when the employee believes there has been a significant change in the duties that warrants a change in the employee's classification. The employee and manager/supervisor will determine if a change in classification is warranted. The review process will begin within 30 days of the employee's request.

If the parties agree, a recommendation for review will be forwarded to University Human Resources. If the parties disagree, the employee may contact human resources to initiate a formal review. The review process will begin within 30 days of the employee's request.

Memorandum of Understanding - 16 does not modify management rights as described in Article 2 of this Agreement.

MEMORANDUM OF UNDERSTANDING - 17

INACTIVE LANGUAGE/SEE ARTICLE 5 AND ARTICLE 6

SECTION A. AGENCY SHOP

- 19 During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty [30] calendar days after the execution date of this Agreement, or (2) thirty [30] calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter, shall tender to the Union, as a condition of continued employment in the bargaining unit, either periodic and uniformly required Union dues, or in the alternative, a service charge in an amount equivalent to periodic and uniformly required Union dues.

SECTION B. TERMINATION

- 20 No employee shall be terminated under Section A of this Article unless:
1. The Union first has notified the employee by letter explaining that they are delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning them that unless such dues or service charge are tendered within thirty (30) calendar days, they will be reported to the University for termination as provided in this Article, and
 2. The Union has furnished the University with written proof that the procedure of Section B.1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that they have not complied with the request. The Union must specify further, when requesting the University to terminate the employee, the following by written notice:

"The Union certifies that _____
(Name)

has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the

collective bargaining Agreement and that under the terms of the Agreement, the University shall terminate the employee."

SECTION C. INDEMNIFICATION

- 21 The Union shall indemnify and save the University harmless 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.

DUES, AND INITIATION FEE OR SERVICE CHARGE CHECKOFF

- 22 During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct voluntary assessments, one month's current and periodic Union dues and the initiation fee, if any, or service charge based upon a uniform dues schedule from the pay of each employee who voluntarily executes and delivers to the University the following authorization form.

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF UNION DUES AND INITIATION FEE OR SERVICE CHARGE

Name _____ Social Security No. _____
(type or print)

Department _____

I authorize the University to deduct from wages earned or to be earned by me monthly Union dues _____ and initiation fee _____ or service charge _____ (check applicable authorizations) or \$ _____ per month voluntary assessment, to be initiated for checkoff in June and/or December only, commencing June 1999, as certified to the University by the Financial Officer of the Union, and to remit the same to the Union at such time and such manner as may be agreed upon between the University and the Union.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the University, or until the termination of the collective Agreement between the University and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization

and direction shall be automatically renewed for the period of each succeeding applicable collective Agreement between the University and the Union until revoked in writing by me on a form provided by the University or until the termination of each applicable collective Agreement between the University and the Union whichever occurs sooner.

This authorization and direction shall be automatically revoked upon my termination of employment with the University.

(Signature of employee)

(Address of employee)

(Date of signing)

(Date of delivery to University)

- 23 The following certification form shall be used by the Union when certifying membership dues, initiation fee or service charge:

**CERTIFICATION OF FINANCIAL OFFICER
OF UNION**

I certify that for _____ the
(type or print)
membership dues are \$ _____ per _____, the
initiation fee is \$ _____ per _____ or the
service charge is \$ _____ per _____,
a voluntary assessment of \$ _____ per month
for six months. Date: _____

Signature: _____
Financial Secretary - Union
Date of delivery to the University _____

- 24 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; except that the initiation fee, if any, shall be deducted from six (6) consecutive pay checks, provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues and Initiation Fee or Service Charge"; or

voluntary assessment and (2) the amount of the monthly membership dues, initiation fee or service charge or voluntary assessment certified by the Financial Secretary of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues, initiation fee or service charge also must be delivered to the University at a place designated by the University, at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective. (See Voluntary Assessment restrictions in paragraph 22)

- 25 An employee may revoke their "Voluntary Authorization for Deduction of Union Dues, Initiation Fee or Service Charge" or voluntary assessment at any time by written notification to the University on a form provided by the University. Payroll Deductions shall terminate when a revocation has been delivered to the University at least thirty (30) calendar days prior to the last pay day of the calendar month.
- 26 All sums deducted by the University shall be remitted to the Financial Secretary of the Union at an address given to the University by the Union, once each month by the fifteenth (15) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The University will also notify the Union of the name of each employee who revokes their "Voluntary Authorization for Deduction of Union Dues, Initiation or Service Charge, or voluntary assessment".
- 27 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

MEMORANDUM OF UNDERSTANDING – 18

DRUG TESTING AND BACKGROUND CHECKS

UMHS Policy #04-06-036, “Drug-Free Workplace”, shall apply to all IUOE represented employees at Michigan Medicine.

UMHS Policy #04-06-037, “For Cause Drug Screening”, shall apply to all IUOE represented employees at Michigan Medicine.

Prior to the administration of a drug test, an attempt will be made to notify a Union representative to provide an opportunity for the employee to consult with the Union representative. Consultation with the Union representative can occur by phone, or in person at the test site. The opportunity to consult with a Union representative need not occur prior to the administration of a drug test if 60 minutes has expired since the first attempt was made to notify a Union representative.

Any employee that believes they may be impaired is encouraged to self-report to the Employee Assistance Program.

As a condition of any job movement to a position in Michigan Medicine from outside the “Hospital” or “Utility Systems Technicians – Hospital” seniority groups, IUOE represented employees will be subject to, and must pass, the same background check that is a pre-employment condition for all Michigan Medicine employees (UMHS Policy #04-06-039, “Background Checks”).

MEMORANDUM OF UNDERSTANDING – 19

INFECTION CONTROL

UMHS Policy #04-06-030, “UMHS Mandatory Influenza Vaccination Policy”, shall apply to all IUOE represented employees at Michigan Medicine.

UMHS Policy #04-06-002, “Infection Control Practice for Hospital Personnel: Prevention of Spread of Communicable Diseases” shall apply to all IUOE represented employees at Michigan Medicine.

As a condition of any job movement to a position in Michigan Medicine from outside the “Hospital” or “Utility Systems Technicians – Hospital” seniority groups, IUOE represented employees must comply with the requirements of UMH Policy #04-06-002.

All IUOE represented employees shall comply with the Unit for Laboratory Animal Medicine (ULAM) non-human primate standard operating procedure if their job responsibilities include entry into a non-human primate room. Annual tuberculosis (TB) screening administered by the University is required for entry into non-human primate rooms.

MEMORANDUM OF UNDERSTANDING – 20

ANNUAL EVALUATIONS

Michigan Medicine may evaluate employees on an annual basis. The evaluation is intended to support the growth and improve the performance of employees, and shall not be used for disciplinary purposes. The employee’s supervisor shall complete the annual evaluation, and the employee shall be given a copy. The evaluation will be maintained in the employee’s personnel file, and may be utilized as evidence of notice to the employee of the contents therein.

Changes to the annual evaluation form will not be implemented without prior notice to the Union. Upon notice of the changes, the University will provide the Union a reasonable opportunity to provide feedback and propose changes. The University will consider the Union’s feedback, if any is supplied, before the form is finalized and implemented.

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