

**AGREEMENT**  
**BETWEEN**  
**THE REGENTS OF THE**  
**UNIVERSITY OF MICHIGAN**  
**AND**  
**POLICE OFFICERS ASSOCIATION**  
**OF MICHIGAN**



**EXECUTED DECEMBER 22, 2013**

**EXPIRES DECEMBER 16, 2017**



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- 1 The Regents of the University of Michigan, hereinafter called the “University” or the “Employer,” and Police Officers Association of Michigan, hereinafter called the “Union” or “POAM,” enter into the following collective bargaining agreement executed on December 13, 2009, which collective bargaining agreement is fully bargained and 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 December 19, 2001, in case No. R01 G-083, the University recognizes the union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the following described bargaining unit:
- 3 All regular full-time and regular part-time police officers, security officers, communications officers, parking enforcement officers and guards at all locations and facilities of the University of Michigan, excluding temporary employees, student employees, investigators, supervisors, clerical employees and all other employees.

#### SECTION B. DEFINITIONS

- 4 The terms “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.
- 5 In the event a “temporary employee” is hired as a “regular” employee, they will be expected to meet all pre-employment standards.

- 6 The term “full-time employee” shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 7 The term “part-time employee” shall mean any employee whose normal schedule of work is less than forty (40) hours per calendar week.
- 8 To meet short-term or sporadic staffing needs (i.e. those anticipated to last less than 12 months), units may employ staff on a temporary basis. Temporary appointments are not intended to meet ongoing staffing needs, which should be addressed using the Regular appointment process. Temporary appointments will vary in their duration and may be ended at any time, for any reason.
- 9 A non-student temporary employee is an employee whose employment is:
1. in a specific position not limited in duration but is sporadic or casual (normally 8 hours or less per week), or
  2. fixed at the time of employment for:
    - a. a specific project, or
    - b. relief for regular employee absences including vacations or termination, or
    - c. augmenting regular staff occasioned by increased workloads or other conditions that may create a short term need.
- 10 Temporary employment may be either part time or full time, but in either case, appointment in a specific position is not to exceed 12 months.
- 11 A temporary appointment may not be made for the purpose of a trial period for an individual being considered for a regular appointment or as a “probationary period” preceding regular employment.
- 12 The employing unit is responsible for monitoring the duration and nature of non-student temporary employment to assure correct employment status. If a non-student temporary

employee has performed the same duties in the same department in excess of 12 months and his or her employment

has not been casual or sporadic, the employing unit should contact the appropriate Human Resource Office in order to determine the individual's proper employment status.

13 It is understood that such an individual's status as a "student employee" will not be affected, though not enrolled, when working on a full-time basis during the following periods:

1. between consecutive terms;
2. during the Spring-Summer term (May-August)

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

14 All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions 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 right to contract for services, 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 just cause and otherwise to maintain an orderly, effective and efficient operation.

### ARTICLE 3

#### NO-STRIKE OR STOPPAGE OF WORK GUARANTEE

- 15 Under no circumstances shall the Union, its officials, affiliates, or its members prohibit or restrict the right of any person to unlimited ingress and egress of University premises, nor shall any employee or employees cause or take part in any strike, work stoppage, sit down, slow down, curtailment of work, restriction of production, or any picketing or similar demonstration at any location on the University premises during the term of this Agreement. This shall not be construed as limiting individual participation in an activity that is unrelated to the employment relationship under this Agreement.
- 16 In the event of any such action or interference and on notice from the University, the Union without any delay shall take whatever action is necessary and is within its authority and power to prevent and bring about the termination of such action or interference. Such 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.
- 17 In addition, the Local Union and/or POAM shall, within twenty-four (24) hours of notice to the Union by the University of any such action or interference, deliver the following notice to the University:
- 18 “To all employees of the University represented by the Police Officers Association of Michigan:
- 19 “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 POAM and in violation of the collective bargaining Agreement. You are directed to cease this action and interference immediately.”
- 20 An authorized official of the Local Union and/or POAM shall sign the notice.

- 21 In the event that an employee or employees shall refuse to cease such action or interference, the University agrees that it will not file or prosecute any action against the Union, its officials, or representatives of the Union, for damages arising out of such action or interference, if its officials and representatives perform their obligations as set forth in this Article.
- 22 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.
- 23 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**

##### **WAIVER**

- 24 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 agreement 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 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 the 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 5

### NON-DISCRIMINATION

#### SECTION A.

- 25 Neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, harass, coerce, or interfere with any University employee, whether represented by the Union or not, with respect to the employee's work, or with respect to Union activities, or membership or the right to refrain from engaging in any Union activities or membership.

#### SECTION B.

- 26 The University shall not discriminate against, restrain, intimidate, harass, or coerce any employee with respect to or because of the employee's membership or lawful Union activity.

#### SECTION C.

- 27 The Union and the University agree that The University of Michigan, as an equal opportunity/affirmative action employer, complies with all applicable federal and state laws regarding nondiscrimination and affirmative action. The University of Michigan is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, or veteran status in employment, educational programs and activities, and admissions.
- 28 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available. In the event, however, that an employee or a group of employees selects to file a complaint alleging unlawful discrimination with an external agency or courts, the arbitration procedures set forth in Article 8 will not be or will no longer be available.

## ARTICLE 6

### DISCIPLINE

#### SECTION A.

- 29 The University shall not discharge or take other disciplinary action without just cause. By way of illustration, but not by way of limitation, just cause includes any act or omission which interferes with or affects in any way the orderly and efficient administration or operation of the University, any violation of a rule, or regulation, or requirement, whether or not written, which is known, or which reason indicates 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. While not necessarily misconduct, unsatisfactory performance or inability to meet regular attendance requirements shall be cause for action up to and including discharge.
- 30 Following the determination of just cause such disciplinary action shall not be arbitrary nor shall it be clearly excessive in relation to the alleged offense. In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.
- 31 When the University wishes to conduct an investigatory interview with an employee, the employee will be informed of the purpose and if the employee reasonably believes that discipline could result, the employee may request the presence of a POAM representative or a steward or chief steward. The University will call for such a representative and not proceed with the interview until one is available. It is understood, however, that the parties' inability to proceed with the interview does not preclude the University from providing notice of disciplinary action or ordering the employee to leave work. At the conclusion of an investigatory interview, the union representative may ask questions for clarification or offer relevant information. It is understood that the Grievance Procedure is the appropriate procedure to review the merits of any disciplinary action taken.

- 32 At the conclusion of an investigation or any other proceeding, upon request and as permitted by law, the Union will be provided with copies of information, including written or oral statements, video or audio tapes, which reasonably relates to the union's ability to administer the collective bargaining agreement and represent bargaining unit employees with respect to the material terms and conditions of their employment.

### SECTION B.

- 33 When the University intends to order an employee to leave work for disciplinary reasons, the employee's steward shall be notified by the University, and without loss of time or pay, be afforded the opportunity to be present and hear the reasons, and thereafter be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the premises. If, however, the immediate removal of the employee from University premises is necessary or if the employee is not otherwise available, such opportunity to be present and thereafter consult need not be afforded. In the event immediate removal is necessary, the University, within the shift or the following work day of the POAM office, shall notify a POAM representative of the incident. If the steward is not present before the employee leaves work, the steward shall hear the disciplinary reasons upon arrival. It is understood that this Section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the steward or notice to the employee that the steward has been called. It is also understood that the steward is present as an observer only and that the grievance procedure is the appropriate procedure to review the merits of the disciplinary action taken.

### SECTION C.

- 34 The University shall notify a POAM representative prior to discharging an employee. Thereafter, and prior to final decision by the University, POAM shall have the opportunity to review the case with the University through a disciplinary review conference, provided such review is requested by

POAM or a steward or chief steward within five (5) calendar days after notification by the University of such proposed action. During such a disciplinary review conference, the University will summarize the facts. Thereafter, the employee and POAM will have the opportunity to respond with facts and arguments. Both the University and POAM will provide the other with relevant documents, statements from witnesses, affidavits and video or audio tape, if any, that may have a bearing on the matter and are available at the time of the conference.

#### SECTION D.

35 In the event that an employee is suspended from employment pending a decision as to whether and to what extent disciplinary action will be taken, the suspension will be no longer than is necessary to gather sufficient facts to make the decision. With the exception of criminal investigations, in the event a suspension lasts for fourteen (14) or more calendar days and a decision has not been made, POAM may request a meeting with the University to discuss the employee's status. If at that meeting POAM requests a decision, the University will make that decision within the next two (2) calendar days based on the information available to the University at that time. Other facts that may come to the attention of the University after this POAM initiated decision shall not adversely affect the decision that was made.

35a It is agreed by the parties that the University may suspend an employee with or without pay. If suspended without pay, the suspended employee may request to use vacation time to cover all or any part of the suspension. It is the University's option to approve or deny the request. If the original request is denied (after 14 days from the start of the suspension, and at the union's request), the employee's time off will be converted to vacation time. The converted time will not be retroactive. This option may be extended to Disciplinary Layoffs (DLOs).

#### SECTION E.

36 The University shall notify POAM 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 POAM at its office. The notification shall include the nature of the cause and the extent of the action taken.

- 37 In the event a POAM employee is the subject of an internal investigation of a non-criminal nature, the employee and the union will be notified within seven (7) business days.

#### SECTION F.

- 38 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 layoff or discharge was arbitrary and was clearly excessive, may be processed through the grievance and arbitration procedure, provided it is submitted in writing at Step 3 within five (5) calendar days (excluding Saturdays, Sundays and University Holidays) after receipt by POAM of the University's written notification of the disciplinary action. Failure to submit a written grievance by POAM or any representative of the local union within the allotted time shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

#### SECTION G.

- 39 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, he/she may modify the discipline only if it was (a) arbitrary and (b) clearly excessive; otherwise the arbitrator must affirm it.
  2. If the arbitrator finds there was no cause, the arbitrator shall nullify the disciplinary action taken.

#### SECTION H.

- 40 Whenever time limits are used in this Article, actual receipt or a postmark, if mailed, will control.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### SECTION A. EMPLOYEE GRIEVANCE

- 41 A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the University and an employee (1) concerning that employee's employment and (2) compliance with the express provisions of this Agreement.

#### SECTION B. GROUP GRIEVANCE

- 42 In the event that employees have a group grievance concerning their employment, one employee shall process 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. A group grievance shall begin at the step in the grievance procedure where all affected employees have a common supervisor, or at Step Three as the case may be.

#### SECTION C. UNION GRIEVANCE

- 43 A Union grievance is defined as a disagreement, other than one which can be processed as an employee or group grievance, arising under and during the term of this Agreement, between the University and the Union concerning compliance with the express provisions of this Agreement on a question which may not be an employee grievance.
- 44 In the event that the Union has a grievance, it shall begin at Step Three of the grievance procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the Union had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by either a POAM representative or a steward or a chief steward or a representative of the local Union.

## SECTION D. UNION REPRESENTATION

45 Employees shall be represented by the Union in the grievance procedure as follows:

1. One steward and one alternate steward for each shift for each of the following representation districts:
  - a. Flint
  - b. Dearborn
  - c. Ann Arbor - Public Safety
  - d. Ann Arbor - Hospital
  - e. Ann Arbor - Housing

Each steward and alternate steward shall be an employee with seniority working within the district they represent. The alternate steward shall only represent an aggrieved employee when the steward is absent from work. When both the steward and alternate steward are absent from work the aggrieved employee shall be represented by the chief steward for the district.

2. One chief steward for each of the following representation districts:
  - a. Flint
  - b. Dearborn
  - c. Ann Arbor - Public Safety
  - d. Ann Arbor - Hospital
  - e. Ann Arbor - Housing
  - f. Ann Arbor - Museums

Each chief steward and alternate chief steward shall be an employee with seniority working within the district they represent.

The alternate chief steward shall only represent an aggrieved employee when the chief steward is absent from work. When both the chief steward and alternate chief steward are absent from work or when requested by the local Union the aggrieved employee shall be represented by the President of the local Union.

3. The President of the Local Union shall be an employee with seniority.
4. A representative of POAM.

#### SECTION E. UNIVERSITY REPRESENTATION

- 46 The University shall be represented in the grievance procedure as follows:
1. The immediate supervisor of the aggrieved employee.
  2. The department head, or equivalent level of supervisor (or designated representative), of the aggrieved employee.
  3. The University Review Committee which shall be chaired by the Director of HRAA (or designated representative from HRAA).

47 A member of the HRAA Department may be present at any step of the Grievance Procedure.

48 The Union and the University shall furnish each other and keep current a written list of representatives for the grievance procedure.

#### SECTION F. PROCEDURE

49 The following grievance procedure shall be the sole and exclusive means for processing grievances:

##### STEP ONE - ORAL (Immediate Supervisor)

50 An aggrieved employee or union representative should promptly notify their immediate supervisor (in writing), of a grievance. If the aggrieved employee wishes, the employee may refrain from discussing it with their immediate supervisor at that time and may have their steward represent them in an oral presentation of the documented facts. The oral presentation shall be scheduled as promptly as practicable, but in any event during the employee's and the supervisor's next common, regular working hours following the request

for the steward, or at any other time if mutually convenient. Before the joint oral presentation of the grievance, the steward, at the steward's request, shall have the opportunity to discuss the grievance with the employee for a reasonable period of time at a place provided by the immediate supervisor.

- 51 If the aggrieved employee does not receive a satisfactory written response, or if the employee does not receive any answer, at Step One within three (3) working days following the day of the oral presentation, the employee may forward the grievance to the department head (or equivalent level of supervisor), or a designated representative, for written answer, provided the employee submits it within the fifteen (15) calendar day period following the day on which the employee had knowledge of the facts giving rise to the employee's grievance.
- 52 The grievance shall be dated and signed by the aggrieved employee and the employee's 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.
- 53 The grievance shall not be considered submitted until the supervisor, or designated representative receives a written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee.

#### STEP TWO (Department Head)

- 54 Upon receipt of the written grievance, the employee's department head (or equivalent level of supervisor), or designated representative, shall set a place and time during working hours, or at the end of the shift if mutually convenient, within the next three (3) mutual working day period for a hearing of the grievance with the aggrieved employee and either the employee's steward or a POAM representative, or both, who shall have the opportunity to represent the employee in the hearing.
- 55 The department head (or equivalent level of supervisor), or a designated representative, shall make arrangements for the Steward and/or the POAM representative to be present for

the hearing. A POAM representative may decide on a case by case basis who will represent the employee.

- 56 If the aggrieved employee does not receive a satisfactory written answer, or if the employee does not receive a written answer within the ten (10) calendar day period following the day the written grievance was submitted at Step Two, or following the hearing, whichever time is later, POAM or a steward or chief steward or a representative of the local Union may submit the written grievance to the University Review Committee for written answer, provided it is submitted within the fifteen (15) calendar day period following the day of receipt of an unsatisfactory answer at Step Two.

### STEP THREE (University Review Committee)

- 57 Upon receipt of the written grievance, the University Review Committee shall set a place and time during working hours, or outside of working hours if mutually convenient, within the next fifteen (15) calendar day period for a hearing of the grievance with the employee, the Steward or Chief Steward and/or a representative of the local Union and/or a representative of POAM.

### SECTION G. PAY, TIME LIMITS, AND ADJUSTMENT

- 58 An employee who loses time from a regular schedule of work in the manner provided for in this Article shall do so without loss of time or pay.
- 59 A Steward, Chief Steward, President or Vice-President will be granted a necessary and reasonable amount of time off from a regular schedule of work, without loss of time or pay, while directly involved in the manner provided at the appropriate step of the grievance procedure for the following activities:
1. Oral presentation,
  2. Discussion of grievance with the employee, or
  3. Hearing.
- 60 The Steward shall receive permission from the steward's immediate supervisor to leave work and must report back to

the immediate supervisor when the steward's part in the grievance handling has been completed.

- 61 If the Local Union or POAM, as the case may be, does not submit the employee's grievance to Step Two or Step Three of the grievance procedure within the prescribed time limit, the grievance shall be considered settled on the basis of the University's answer at Step One or Step Two, as the case may be, except the University Review Committee may extend the time limit for submission to Step Three, providing the extension is requested by the Local Union or POAM before the time limit ends.
- 62 POAM and the Local Union representative shall receive a copy of the written answer.

#### SECTION H. LIABILITY

- 63 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 forty-five (45) calendar days preceding the time a satisfactory oral answer is received at Step One or the period prior to sixty (60) calendar days preceding the time the written grievance is submitted at Step Two or is submitted as required at another step of the grievance procedure.
  2. The period between the first date offered for discussion of a grievance by the University and date when the Local Union or POAM is first available for discussion, when the first date offered by the University is delayed at the request of the employee or the Local Union or POAM.

### **ARTICLE 8**

#### **ARBITRATION**

##### SECTION A. SUBMISSION TO ARBITRATION

- 64 A grievance as defined in this Agreement, which is properly submitted to Step Three of the grievance procedure and is

within the jurisdiction of the arbitrator, may be submitted to arbitration by POAM if POAM does not receive a satisfactory written answer, or if POAM does not receive a written answer within the 45 calendar day period (30 calendar day period for a grievance involving a discharge) following the date of the Step Three hearing, provided the Union gives written notice to the University Review Committee within the thirty (30) calendar day period following the day of receipt of an unsatisfactory answer at Step Three. 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 applicable thirty (30) calendar day period, the grievance shall be considered settled on the basis of the Step Three answer.

## SECTION B. SELECTION OF ARBITRATORS

- 65 Within ten (10) days of the submission for arbitration, POAM shall notify an arbitrator from the following panel of arbitrators:
1. Doyle O'Connor
  2. Barry Goldman
  3. David Grissom
  4. Patrick McDonald
  5. Ben Wolkinson
- 66 Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the selection process starts over with the first name on the list.
- 67 When an arbitrator is not available for three (3) months or longer, the parties may move to the next arbitrator listed.
- 68 Upon mutual written agreement of the parties, an arbitrator may hear more than one case.
- 69 Any arbitrator on the list may be removed from the list unilaterally by either party during the life of the Agreement by written notice to the other party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to

that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.

### SECTION C. TERMS AND CONDITIONS OF ARBITRATION

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

1. Either the University or POAM or both shall notify the arbitrator of his/her selection and upon acceptance shall forward to the arbitrator a copy of the grievance, the University's answer at Step Three, the POAM's notice to the University Review Committee as provided for in Section A. and a copy of this Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the University or POAM as the case may be. In the event the arbitrator does not accept his/her selection, the selection process set forth in Section B. shall be repeated until an arbitrator has accepted selection.
2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
3. The University and POAM may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the hearing by, for example, stipulating facts and authenticating proposed exhibits.
4. At the time of the arbitration hearing both the University and POAM shall have the right to examine and cross-examine witnesses.
5. Upon the request of either the University or POAM, or both, a transcript of the hearing shall be made and

furnished the arbitrator with the University and POAM 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.

6. At the close of the hearing the arbitrator shall afford the University and POAM a reasonable opportunity to furnish briefs, if requested by either the University or POAM.
7. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Article 7 submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.
8. In making his 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.
9. The arbitrator may interpret this Agreement and apply it to the facts of the particular case submitted to him/her, but he/she shall limit his decision strictly to the application and interpretation of the express provisions of this Agreement and he/she 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 he/she 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 he/she have the power or authority to formulate or add any new policies, rules, or regulations, nor substitute his/her discretion in cases where the University retains or is given discretion by this Agreement.

10. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages or other financial reimbursement shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments he/she may have received during this period of suspension from employment with the University. It is understood, however, that any regular remuneration or payments he/she was receiving prior to this period of suspension shall not be used as an offset in determining a back wage. Neither shall the University be liable for back wages or other financial reimbursement for 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 POAM.
11. The fees and expenses of the arbitrator shall be shared equally by the University and POAM. The expenses of, and the compensation for, each and every witness and representative for either the University or POAM shall be paid by the party producing the witness or having the representative, except that an aggrieved employee who is an essential witness shall be paid by the University for time lost from his normal schedule of work.
12. The arbitrator shall render his/her decision in writing within thirty (30) calendar days from the close of the hearing or from the receipt of briefs, if any.
13. The arbitrator's decision when made in accordance with his/her jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union, POAM and the employee or employees involved.

## **ARTICLE 9**

### **CONFERENCES**

- 71 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 University Human Resources. When arrangements have been made for an employee or employees to attend the Conference, the employee or employees shall not suffer loss of time or pay when attending during their normal working hours. Conferences may be attended by officials of the Union. In the event that it is mutually agreeable, the University or the Union will respond in writing to written matters of mutual interest presented by either party within fourteen (14) calendar days unless both parties mutually agree to another time limit.

## **ARTICLE 10**

### **WORK SCHEDULES**

#### SECTION A.

- 72 A normal schedule of work for a full-time employee shall average forty (40) hours per calendar week, excluding non-paid lunch periods, over the period of time covered by the posted normal schedule of work. This Section shall not be construed as and is not a guarantee of any hours of work per day or per week or during the posted normal schedule of work. Neither does a posted normal schedule of work preclude a change in that schedule because of operational considerations.
- 73 All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor.

#### SECTION B.

- 74 Lunch periods shall be scheduled as to time and duration by the University. Paid lunch periods shall not exceed thirty (30) minutes and shall not interfere with work or the orderly and efficient operation of the University.

### SECTION C.

- 75 There normally will be a rest period which shall be taken at a time determined by the University. Such rest period shall be with pay and shall under no circumstances exceed fifteen (15) minutes for each four (4) hours of work. No employee shall cease work prior to the beginning of this fifteen (15) minute period and must resume work at the end of this period. In no case shall any employee without supervisory approval use a vehicle during the rest period or to get to a place other than the employee's work site or patrol area for the rest period. The rest period is intended to be a recess from work 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 it is not taken.

### SECTION D.

- 76 Employees will be given notice of their schedules of work at least one (1) week in advance. Once an employee is given such notice, the University would rather not change it. However, it is understood that changes may occur because of operational considerations such as employee absences, special situations and employee requests. When a schedule change is made because of an employee absence and it is not possible to return to the original schedule without over-staffing or overtime pay resulting, the University may schedule the employee returning from absence in a manner consistent with its work requirements until employees can be returned to their original schedule without the over-staffing or overtime pay resulting.
- 77 Employees may exchange schedules of work, in whole or in part, provided the changes are approved by the University prior to the exchange.

## **ARTICLE 11**

### **OVERTIME**

#### **SECTION A. OVERTIME PREMIUM**

78 An overtime premium of one-half the employee's hourly rate and shift premium, if applicable, will be paid for time paid as follows:

1. When an employee is scheduled for training which requires returning to work prior to an employee's regular starting time, time spent for training will be paid at a straight time rate and not with an overtime premium; or
2. In excess of forty (40) hours worked in a calendar week.

79 In calculating the forty (40) hours to determine when the overtime premium is payable, (1) when actual work is performed; and (2) for Holiday Pay, except paid time for a holiday which falls on an employee's scheduled day off will be counted.

#### **SECTION B. PYRAMIDING**

80 Overtime premium shall not be pyramided, compounded or paid twice for time which has already been compensated.

#### **SECTION C. SCHEDULING AND DISTRIBUTION**

81 In general, overtime work shall be voluntary, provided, however, when at least forty-eight (48) hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, or when there are insufficient volunteers, overtime assignments are mandatory.

82 In this connection, the University need not call in an employee to work rather than extend the shift of an employee already at work nor assign or call in an employee to work who has provided the University with a written statement expressing the wish not to work overtime. Such a statement will be effective until withdrawn in writing by the employee. Nothing herein, however, shall prohibit the University from assigning or calling in such an employee to

work if sufficient other employees capable of doing the work are not available.

- 83 One written request for exemption from voluntary overtime will be honored in seniority order for each shift, and classification in each unit of overtime distribution for each four-month period beginning January, May, and September. An employee whose exemption has been honored may remove it; however, no exemption is transferable to any other employee for time remaining in the four-month period. An employee may not renew a request until his/her turn occurs in seniority order.
- 84 Overtime assignments will be made from an overtime hours list maintained for this purpose. The list will include a total of actual overtime hours worked. At the end of April, August, and December, the overtime hours list will be set to zero (0) for all employees. Shift supervisors, or designees, will post overtime as far in advance as possible to give employees time to consider and bid for overtime. If more than one employee submits a bid, the employee who has worked the least amount of hours will be awarded the overtime assignment.
- 85 New employees, employees returning from a leave of absence or layoff, employees transferred into a new unit of distribution or into another classification in the same unit of distribution, will be charged with the highest number of overtime hours then worked by any employee in the same classification in the unit of distribution. An employee who is continuously absent from work for one (1) month or more, for whatever the reason except as provided above, shall be charged for overtime in the same amount as the employee who was next lowest on the overtime record at the time the absence began, except the employee shall not be charged for any overtime charged to that employee during the first month of absence.
- 86 Overtime shall be assigned to employees by classification within a unit of distribution who are qualified to perform the overtime assignment. When an assignment is mandatory, employees at work when the overtime need is made known, will be assigned in reverse seniority order starting with the low senior person, escalating to the high senior person and

then beginning the rotation again, whenever practicable. A seniority list will be maintained in reverse seniority order for this purpose. When any employee whose turn it is to work overtime is not reached, the employee next in seniority order will be assigned. A person who was not available for mandatory overtime assignment will remain at the top of the list, as if least senior, until an assignment is made.

- 87 In the event the employees who are on that shift and at work cannot meet the overtime need, employees on other shifts will be contacted in reverse seniority order. When a student employee or temporary employee is not at work, he/she shall not be called to do the work which otherwise would have been performed by a regular employee at work by extending his/her shift.
- 88 Future scheduling of overtime will rectify problems resulting from this system.
- 89 Individual units of distribution may develop written scheduling and distribution provisions inconsistent with the provisions of this section which may be adopted with written approval of POAM.

#### SECTION D. DEFINITIONS

- 90 For the purposes of this Article and the computation of overtime premium the following definitions shall apply:
1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.
  2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
  3. "Unit of Distribution" means each of the following groupings:
    1. Flint
    2. Dearborn
    3. Ann Arbor - Public Safety
    4. Ann Arbor - Hospital

5. Ann Arbor - Housing
6. Ann Arbor - Museum of Art
7. Any other separate unit or department or geographic area as it may have employees in this bargaining unit assigned. This matter will be discussed with the Union prior to implementation.

## **ARTICLE 12**

### **CALL BACK PAY**

- 91 An employee who returns to work because of a call made after the employee has left the place they normally depart from work upon completion of the assigned schedule of work shall receive the overtime premium as set forth in Section A. of Article 11 for the time worked, or a minimum of four (4) hours pay at the employee's hourly rate, and shift premium, if applicable, whichever amount is greater.
- 92 This shall not apply, however, to an employee who is called in to begin work prior to the start of the shift and works continuously, except for a lunch break, into the shift, provided the University permits the employee to work the assigned schedule of work for that day. To the extent an employee is paid the overtime premium pursuant to this Article, the employee shall not be paid an overtime premium under Section A. of Article 11 for the same time worked.
- 93 Work assignments, which involve the signing of complaints, warrants, and other procedural or court related matters, and are performed outside the employee's assigned schedule of work, are not eligible for call back pay, but shall be paid the overtime premium under Section A. of Article 11, if applicable, for the time worked or a minimum of three (3) hours pay at the employee's hourly rate, whichever amount is greater.
- 93a Mandatory training, meetings or the cancellation of a special events assignment (less than 24 hours prior to the start of the event), conducted outside of the employee's assigned schedule of work, are not eligible for call back pay, but shall be paid a minimum of two (2) hours pay at the employee's hourly rate or the overtime premium under Section A. of

Article 11, if applicable, for the time worked, whichever amount is greater.

## **ARTICLE 12(a)**

### **ON-CALL PAY**

94 Each employee specifically designated as an "on-call" status shall be paid twenty percent (20%) of the job rate for his/her classification for hours spent in the status. Employees, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Upon return to work, such employees are not eligible for call back pay, as provided in Article 12, or special schedule premium, if applicable, for actual work performed. Time spent in an on-call status shall not be counted in calculating time worked for determining when an overtime premium shall be paid.

95 In concert with certain specialized assignments, the University may issue cellular telephones, pagers or other electronic communications devices to the affected employee. The expectation is that the employee will respond, in a timely manner, to alerts, telephone calls or other messages left by the University. As the employee is not having their whereabouts or activities restricted, the possession of these electronic devices shall not be construed as rendering the employee eligible for on-call pay.

96 Issues that require the employee to provide a telephone response will be compensated at the straight time rate calculated in 10-minute increments.

97 If it becomes necessary for the employee to return to work, then the provisions under Article 12 - Call-Back Pay will apply.

## ARTICLE 13

### SHIFT PREMIUM

#### SECTION A. FULL TIME

98 A shift premium per hour worked shall be paid to any full-time employee who is scheduled to start work on or after 11:00 a.m. and before 8:00 p.m. Starting times within this period of time shall be known as the afternoon shift.

99 A shift premium per hour worked shall be paid to any full-time employee who is scheduled to start work on or after 8:00 p.m. and before 4:00 a.m. Starting times within this period of time shall be known as the evening shift.

100 A full-time employee who works beyond scheduled hours shall continue to receive the shift premium, if any. If the employee works an additional full eight (8) hours shift, the employee shall be paid the shift premium for that shift, or the shift premium for the first eight (8) hours, whichever premium is greater.

101 Effective the beginning of the first bi-weekly pay period following ratification of the Agreement, the Shift Premium will be:

Afternoon Shift: \$1.00

Evening Shift: \$1.00

Effective 12/11/11, the shift premium will be:

Afternoon Shift \$1.10

Evening Shift \$1.10

#### SECTION B. PART TIME

102 A shift premium per hour worked shall be paid to any part-time employee who is scheduled to start work on or after the hour resulting from adding one hour to 11:00 a.m. for each hour a daily schedule of work is less than eight hours.

103 A shift premium per hour worked shall be paid to any part-time employee who is scheduled to start work on or after the

hour resulting from adding one hour to 8:00 p.m. for each hour a daily schedule of work is less than eight (8) hours.

- 104 Shift premium for a part-time employee who works a daily schedule of eight (8) hours will be paid as provided in Section A. above.

### SECTION C. DEFINITIONS

105 For purposes of this Article, the following definitions apply:

1. Full-time means eight (8) or more hours per calendar day.
2. Part-time means less than eight (8) hours per calendar day.

Note: Paragraph 106 has been deleted.

## **ARTICLE 14**

### **UNION SECURITY**

#### SECTION A.

- 107 During the life of this Agreement and extensions, if any, 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 effective 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.

Note: Section B has been deleted

#### SECTION C.

- 112 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.

## **ARTICLE 15**

### **DUES OR SERVICE CHARGE CHECKOFF**

- 113 During the term of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University may deduct one month's current and periodic Union dues or service charge from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

**PAYROLL DEDUCTION AUTHORIZATION**

Hire Date \_\_\_\_\_ Current Date \_\_\_\_\_

For The: University of Michigan

By: \_\_\_\_\_  
(Last Name) (First Name) (Middle)

Effective: \_\_\_\_\_, 20\_\_\_\_\_.  
(Start Month of the Second Payroll)

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to:

**POAM 27056 Joy Road, Redford, MI 48239-1949**

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Number Street City Zip

Pick One - Union Dues \_\_\_\_\_ or Service Fee \_\_\_\_\_  
(Initials) (Initials)

-----  
114 University of Michigan Law Enforcement Association

**UMLEA**

Any new employee may pay the initiation fee of **Twenty Dollars (\$20.00)**. Any former member of UMLEA who returns to the Association after leaving the Association shall not have to pay the initiation fee, if said employee returns to the Association within three years (3) of leaving this Association, known as UMLEA.

Signature: \_\_\_\_\_

Steward: \_\_\_\_\_

EMAIL Address: \_\_\_\_\_  
(Optional)

This form shall be hand delivered to Human Resources @ Wolverine Tower by a Steward of UMLEA where a copy of this document will be stamped by an authorized person and retained by UMLEA.  
Rev: 10/02

- 115 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month. The initial deduction for any employee, however, shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues or Service Charge"; and (2) the amount of the monthly membership dues 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 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.
- 116 An employee may revoke his/her "Voluntary Authorization for Deduction of Union Dues or Service Charge" 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.
- 117 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 (15th) 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 and names of employees for whom no deduction was made. The University will also notify the Union of the name of each employee who revokes his/her "Voluntary Authorization for Deduction of Union Dues or Service Charge."
- 118 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or 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 16**

### **LEAVES OF ABSENCE**

#### **SECTION A. GENERAL CONDITIONS**

- 119 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.
- 120 To be eligible for a leave of absence, an employee must be beyond his or her 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.
- 121 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.
- 122 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.

- 123 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**

- 124 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 (NEW TITLE)
- Qualifying Exigency
- Care of a Covered Service member
- Military Service (NEW TITLE AND LANGUAGE)
- Educational
- Union
- Union Excused Absence
- Disability

**MEDICAL**

A. Eligibility

- 125 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

- 126 Employee must use all available hours of disability income under Article 33, and vacation, Article 23 prior to the start the leave of absence.

### C. Approval

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

### D. Maximum Duration

- 128 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

- 129 Employee will be placed in his 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 his 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.

- 130 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.

- 131 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.

## **CHILD CARE**

### A. Eligibility

- 132 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

- 133            1. Employee gave birth (birth mother):
- a. All available hours of disability income under Article 33, Sickness and Injury Pay 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 (e.g. father, OQA, adoptive parents, foster care parents) 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

- 134            Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

- 135            Six months, not to exceed one calendar year from the child's date of birth, adoption, or foster care placement.

E. Return to Work

- 136            Employee will be placed in his or her 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 his or 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.

## **MEDICAL/CHILD CARE**

### **A. Eligibility**

137 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.

138 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**

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

### **C. Approval**

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

### **D. Maximum Duration**

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

### **E. Return to Work**

142 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.

## **FMLA**

### **A. Eligibility**

143 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**

144 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**

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

### **D. Maximum Duration**

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

### **E. Return to Work**

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

## **QUALIFYING EXIGENCY**

### **A. Eligibility**

148 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.

149 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

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

C. Approval

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

D. Maximum Duration

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

E. Return to Work

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

**CARE OF A COVERED SERVICEMEMBER**

A. Eligibility

154 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

155 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

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

D. Maximum Duration

157 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

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

**MILITARY SERVICE**

A. Eligibility

159 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

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

C. Approval

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

D. Maximum Duration

162 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

163 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 he or she 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 he or she 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.

164 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.

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

### **EDUCATIONAL**

#### A. Eligibility

166 A non-probationary employee is eligible to bid for an educational leave of absence without pay to pursue a formal full-time, accredited educational program.

B. Criteria

167 One (1) educational leave per year may be granted per operating unit. Additional educational leaves may be granted, at the discretion of the University, by an operating unit. To be eligible for an educational leave, all bids must be submitted by no later than December 1 for the following calendar year. Eligibility for educational leaves will be determined on the basis of Bargaining Unit seniority. In the event no bids are received by December 1, one (1) educational leave per operating unit may be granted based on the date of submission provided timely notification is received.

C. Use of Paid Time

168 The employee must use all available vacation time prior to the start of the leave of absence.

D. Approval

169 The employee must provide evidence acceptable to the University of full-time enrollment in an accredited educational program.

E. Maximum Duration

170 Approved for periods of a maximum of one calendar year in length, up to a maximum total duration of four calendar years or the employee's seniority, whichever period of time is the lesser.

F. Return to Work

171 Employee will be placed at his or her former pay grade.

G. Miscellaneous

172 An employee on an educational leave of absence is not eligible for benefits under the Disability Plan.

173 Seniority will not accrue during an educational leave of absence. However, after a return to work from an

educational leave of absence, Article 24, Section A will be applicable.

- 174 Upon return to work from an educational leave of absence, an employee is not eligible for another educational leave of absence until the employee has worked for at least 12 calendar months.

## **UNION**

### A. Eligibility

- 175 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

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

### C. Approval

- 177 Granted upon written request of the Union.

### D. Maximum Duration

- 178 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

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

## **UNION-EXCUSED ABSENCE**

### A. Eligibility

- 180 An employee is elected or selected by the Union to attend a regularly scheduled POAM meeting, conference or convention.

181 Except for executive officers of the Union, Chief Stewards and Stewards, no more than one employee from a seniority group will be granted an excused absence at any one time.

B. Use of Paid Time

182 The employee chooses the amount of vacation time, if any, to be used prior to the start of the leave of absence.

C. Approval

183 Granted upon written request of the POAM Business Representative. However, the request can be denied if an oral or written request is received less than four days prior to the requested time off. An oral request must be confirmed in writing.

D. Maximum Duration

184 Sufficient time to attend the conference or convention.

Note: Excused time without pay is appropriate for absences of 14 calendar days or less.

E. Return to Work

185 The employee's department must place the employee in the same position the employee had prior to the leave of absence.

**DISABILITY**

186 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

### PERSONAL

#### A. Eligibility

187 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

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

#### C. Approval

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

#### D. Maximum Duration

190 Six months. However, in extenuating circumstances, extensions may be granted up to one calendar year.

#### E. Return to Work

191 Employee will be placed in his 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

### VACATION ACCRUAL

192 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.

### GROUP HEALTH INSURANCE PLAN

193 Subject to, and consistent with, the group health insurance plan, 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.

### **GROUP LIFE INSURANCE PLAN**

- 194 Subject to, and consistent with, the group life insurance plan, coverage may be continued during a leave of absence provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University disability plan.

### **RETIREMENT PLAN**

- 195 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.

### **SENIORITY**

- 196 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.

### **EQUIVALENT POSITION**

- 197 To be considered equivalent, the position must have:
1. An equivalent level of compensation, including any unconditional pay increases that occurred during the employee's absence;
  2. Substantially similar duties, working conditions, responsibilities, privileges, and status;
  3. The same or geographically equivalent work site (i.e., no significant increase in commute);

4. The same or equivalent shift or work schedule; and
5. The same or equivalent opportunity for discretionary and non-discretionary payments.

### **FAMILY MEMBER**

- 198
1. Husband or wife (spouse) as recognized by the State of Michigan.
  2. Other qualified adult (OQA) with whom the employee shares living accommodations and expenses.
  3. Child, sibling, parent, or grandparent of the employee, the employee's spouse or the employee's other qualified adult (OQA).
  4. Other related individual whose care is the responsibility of the employee, spouse, or other qualified adult (OQA).

Definition and criteria for OQA can be found at:

<http://www.advance.rackham.umich.edu/2009%20OQA%20benefits.pdf>

### **SERIOUS HEALTH CONDITION**

- 199 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.

### **COVERED ACTIVE DUTY**

- 200
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.

### **QUALIFYING EXIGENCY**

201 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.

## **COVERED SERVICEMEMBER**

- 202
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.

## **SERIOUS ILLNESS OR INJURY (CARE OF A COVERED SERVICEMEMBER)**

- 203
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.

**NEXT OF KIN (CARE OF A COVERED SERVICEMEMBER)**

- 204 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.
- 205 The service member may specifically designate another blood relative as his or her nearest blood relative. In this circumstance, only the designated next of kin may care for the covered service member under the FMLA.

**EXCUSED TIME – WITHOUT PAY**

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

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

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

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

- 208 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.
- 209 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.

## **FALSE PRETENSE**

- 210 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 17**

### **BULLETIN BOARDS**

- 211 The University will provide the Union with space on not more than thirteen (13) existing University bulletin boards, including five (5) in Housing, designated for such purpose in areas where the Union has employees it represents for the purpose of posting not less than four (4) 8 1/2 x 11 inch Union notices. Where a glass enclosed, lockable board is provided, the Chief Steward for the department will be given a key.
- 212 These notices, although not limited to the following, shall be of that type:
1. Recreational and social events of the Union;
  2. Union meetings;
  3. Union elections, appointments;
  4. Results of Union elections;
  5. General communication relevant to the Union's role as a collective bargaining agent.
- 213 It is understood that such notices shall not be derogatory or inflammatory.
- 214 In the event a dispute arises concerning the appropriateness of material posted, the Chief Steward for the department will be advised by the University Personnel Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

## ARTICLE 18

### EMERGENCY CLOSURE AND EMERGENCY OPERATIONS REDUCTION

- 215 In the event of Emergency Closure or Operations Reductions, the University will endeavor to maintain all of its services. To that end, employees will make every effort to get to work. In the event that an employee is unable to get to work, the employee will:
1. Contact the on-duty or on-call supervisor as soon as possible regarding his/her inability to get to work; and,
  2. Remain available to come to work if transportation is provided by the University.
- 216 Employees who are at work shall be prepared to remain at work, if necessary, until the conditions have subsided and/or other employees replace them. However, no employee will be required to work longer than 16 hours at a time.
- 217 Once conditions have subsided and/or other employees report to work to replace them, employees who were transported to work by the University will, at the employee's option, be provided with transportation home by the University. The University will endeavor to provide this transportation within two (2) hours.
- 218 If severe weather conditions have been declared by the local authorities in the county where the employee works but an emergency closure/operations reduction has not been instituted by the University:
1. Employees who report, but are late for duty will not be considered tardy; and,
  2. Employees who are unable to report for duty may use no pay or vacation. Absence during a period of severe weather or emergency closure/operations reduction will not be considered during any problem-solving meeting related to attendance if the conditions of Paragraph 215 #1 have been met.

- 219 If, an emergency closure or reduction in operations is necessary due to severe weather, natural disaster, major utility failure, health or environmental crisis or unforeseen circumstances, the University and POAM will meet to discuss methods to minimize any negative impact on the affected employees. The discussions may include, but are not limited to: compensation, scheduling, reduction in force, assignments, alternative service and cessation of non-essential services.
- 220 Subsequent to the declaration of an Emergency Closure by the University, employees who came to work or who were at work prior to such declaration of the Emergency Closing shall receive compensation for their full shift. In addition to their regular pay, employees will have added to their vacation accrual an amount equal to the hours actually worked. Time lost from work during such an Emergency Closure shall be without loss of regular pay provided the employee meets the conditions as set forth in paragraph 215, #1 and #2.
- 221 If there is an overlap in the expiration of the Emergency Closure period and the start of a new shift, employees on the incoming shift will receive compensation for time equal to the hours actually worked during their shift, as well as an equivalent amount of vacation accrual.

## **ARTICLE 19**

### **JOB RELATED TRAINING**

- 222 At the request of an employee and with the approval of the employee's supervisor, an employee may attend appropriate job related 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.
- 223 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.

## **ARTICLE 20**

### **SAFETY**

- 224 The University, within the inherent risks associated with duties and responsibilities of the work force, shall continue to provide for the safety of employees during the hours of their employment. In this connection, the University also will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union.
- 225 In addition, the Union and the University recognize and agree that the Conference Article of this Agreement (Article 9 is available for safety matters.

## **ARTICLE 21**

### **JURY AND WITNESS SERVICE**

- 226 An employee who loses time from work during the employee's normal schedule of work because of jury duty service or to testify pursuant to a subpoena from a court shall be paid for such time lost at the employee's hourly rate plus shift premium, if applicable. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. 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.
- 227 This provision for pay from the University to testify pursuant to a subpoena shall not be applicable when the employee is a plaintiff in a proceeding against the University or when the

employee is subpoenaed by another employer for whom the University employee works or has worked.

## **ARTICLE 22**

### **FUNERAL LEAVE PAY**

- 228 In the event of the death of (1) an employee's spouse, or (2) other qualified adult (OQA) non-related person living in the employee's household, or (3) the son, daughter, step child, step parent, parent, grandparent, brother, sister, grandchild (or the spouse of any of them), of either the employee or the employee's spouses/OQA, or (4) any other related person living in the employee's household, an employee who attends the funeral or service shall be granted time off work with pay. The amount of time off work with pay shall be only that which is required to attend the funeral or service and/or make necessary funeral or service arrangements, and (prior to or subsequent to the funeral or service) financial, custodial, or other necessary arrangements for surviving family members, but in no event shall it exceed three (3) normally scheduled work days.
- 229 If additional time off is needed, the employee may request the use of accrued vacation time or excused absence without pay.
- 230 In the event that an employee is on vacation, the provisions of this Article nevertheless shall apply.

## ARTICLE 23

### VACATION

#### SECTION A. ACCRUAL

- 231 1. Except as provided in 2. and 3. of this Section, full-time employees accrue paid vacation time as follows:

<u>Seniority</u>	<u>Rate of Accrual Per Calendar Mo</u>
First five years	eight hours
From five through eight years	twelve hours
Over eight years	sixteen hours

An increase in the rate of accrual shall be effective with the first calendar month following completion of the required years of University seniority.

2. During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, the employee shall accrue paid vacation time on a percentage basis of the rate of accrual in 1. above depending upon the day of the calendar month on which the event occurs as follows:

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

3. Except as provided in 2. above, an employee shall not accrue any paid vacation time during any periods of Leave of Absence, Extended Sick or during any calendar month in which the employee is absent without pay for fifteen (15) or more work days. During any calendar month in which the employee is absent without pay for

less than fifteen (15), but no more than seven (7) work days, the employee shall accrue 50% of the accrual as provided in 1 above.

4. Part-time employees normally scheduled to work eight (8) or more hours per calendar 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 eight (8) hours per calendar week shall not accrue paid vacation time.
5. Hours of vacation pay accrue and are recorded on the first day of each calendar month of employment.
6. No employee may accrue paid vacation time in excess of twenty-four (24) times the employee's rate of accrual per calendar month.

#### SECTION B. ELIGIBILITY

- 232 No employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before completion of a probationary period of not more than six (6) months for vacation eligibility purposes.

#### SECTION C. PAY IN LIEU OF VACATION TIME

- 233 An employee will receive pay in lieu of paid vacation time (i.e., without taking actual time off from work) only after completion of the probationary period and then only under the following circumstances:

1. Retirement; or
2. Start of a leave of absence; or
3. Termination, for whatever the reason; or
4. Death, in which case the survivor will be paid.

#### SECTION D. PAY FOR ACCRUED VACATION TIME

- 234 1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken, plus shift premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used.

2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Section C. occurs, plus shift premium, if applicable, times the number of hours of accrued vacation time.

#### SECTION E. SCHEDULING OF PAID VACATION TIME

- 235 Paid vacation time shall be scheduled to meet the work requirements of the University on a unit basis with due consideration given to an employee's wishes as to time and duration in accordance with the procedures established by each unit which shall not be inconsistent with the following:
1. Prior to receiving requests, a unit will post any limitations concerning the scheduling of vacation, including the election to close down any or all operations of the unit and schedule vacations during the close down period.
  2. Employees will request vacation time of not less than one work week during the month of March for all scheduled vacation to be taken during the following May through October and during the month of September for all scheduled vacation to be taken during the following November through April; or at more frequent intervals if the unit chooses.
  3. Based upon these requests, the unit will schedule vacations by shift in order of preference on the basis of Bargaining Unit seniority.
  4. Vacations scheduled for an employee by Ann Arbor Public Safety, Hospital, and Housing under the above procedures are not subject to change, in the event the employee is assigned to a different shift at the time of the vacation.
- 236 Other vacation time may be granted in the sole discretion of the unit.
- 237 At the request of an employee, an absence covered by the Sickness and Injury Pay (Article 33) may be charged against accrued vacation time after all payments under Article 33 have been exhausted.

238 If a day observed by the University as a holiday occurs during an employee's vacation, the employee shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

## **ARTICLE 24**

### **SENIORITY**

#### SECTION A. DEFINITIONS

239 For the purpose of this Agreement, the following definitions shall apply:

240 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, layoffs, and other periods of absence authorized by and consistent with this Agreement.

241 Bargaining unit seniority means total length of service within the bargaining unit. When an individual is returned to the bargaining unit who had previously performed work which is covered by classifications in the bargaining unit, that previous service will be included. Bargaining unit seniority will apply when seniority is considered for such things as assigning work schedules, vacation schedules, overtime schedules, and shift bidding.

a. All employees who transfer, promote or are demoted into a different classification will bid on vacation schedules, overtime and shift assignments on the basis of date of assignment to that classification.

242 Except for disciplinary reasons, if the University involuntarily places an employee into a different classification within the bargaining unit, that employee will be allowed to retain his/her old classification seniority upon his/her move into the new position.

a. When seniority is considered, the employee's old classification seniority date will be the determining factor in bids for work schedules, vacation requests, overtime

assignments and shift bids, within the new classification and/or seniority group.

- b. The language above applies to placements into available vacancies that cross campus boundaries, as well as placements into classifications considered as both a promotion and a demotion.

245 “Seniority group” means that grouping of employees assigned to work at the following locations:

- a. Ann Arbor - Public Safety
- b. Ann Arbor - Hospital
- c. Ann Arbor - Housing
- d. Ann Arbor - Parking
- e. Ann Arbor - Museum of Art
- f. Flint
- g. Dearborn
- h. Each other location

246 Each of these locations shall be a separate seniority group.

Note: Paragraph 247 has been incorporated into paragraph 241.

#### SECTION B. LOSS OF SENIORITY

248 An employee shall lose status as an employee and seniority if:

1. The employee resigns or quits;
2. The employee is discharged or terminated (unless reversed through the grievance or arbitration procedures);
3. The employee retires;
4. The employee does not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at the employee’s last address filed with the Department. An employee who changes address must notify the University of the change.

5. The employee has been on layoff for a period of time equal to the employee's University seniority at the time of the employee's layoff or two (2) years, whichever is lesser; or
6. The employee is absent from work, including the failure to return to work at the expiration of a vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the University, except when the failure to 1) notify or 2) work is due to circumstances beyond the control of the employee.

249 The grievance involving compliance with this Section shall begin at Step Three of the Grievance Procedure and may be processed through the Grievance and Arbitration Procedures only by an employee who has lost status as an employee and seniority, provided it is submitted in writing at Step Three of the Grievance Procedure within seventy-two (72) hours after facts have occurred giving rise to the employee's grievance.

#### SECTION C. SENIORITY LIST

250 A Seniority List will be furnished to the Union once a year with the updates not less than quarterly. If two or more employees are hired on the same date, they will be given seniority dates in order of the last four (4) numbers of their Social Security Number with the highest four (4) numbers ranking ahead of a lower four (4) numbers. The Seniority List will show the names and classification title by seniority group of all non-probationary employees in order of University seniority.

251 The list, and any changes thereafter, shall be deemed correct as to an employee's seniority unless the employee notifies the University to the contrary in writing within thirty (30) calendar days after the list, or any change, is sent to the Union.

#### SECTION D. PROBATIONARY EMPLOYEES

252 An employee (excluding Police Officers, Communications Officer and Security Officers), whether full or part-time, is a "probationary employee" for a six (6) calendar month period

of observed employment (e.g., 6/15/98 through 12/14/98). A Police Officer, Communications Officer or Security Officer, whether full or part-time, is a “probationary employee” for a twelve (12) calendar month period of observed employment (e.g., 6/15/98 through 6/14/99). Periods of absence from the work site shall not be counted toward completion of the probationary period.

- 253 An employee with seniority who is subsequently promoted to a Police Officer, whether full or part-time, will be a probationary employee for twelve (12) calendar months of observed employment from the date of promotion (e.g., 6/15/02 through 6/14/03). The 12 month probationary period will begin on the date the employee is certified by the University following completion of the M-COLES program. Periods of absence from the work site shall not be counted toward completion of the second probationary period.
- 254 No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the University, through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination.
- 255 A probationary employee shall have no seniority, until the employee has completed the probationary period. Upon the completion of the employee’s probationary period, the employee shall acquire seniority from the latest date of hiring and be entered on the seniority list.

## **ARTICLE 25**

### **PROMOTION AND TRANSFER**

- 256 The University shall post all regular job openings in a seniority group for a period of five (5) calendar days at an appropriate location in the seniority group. The posting shall consist of, but not be limited to, the classification title, pay grade, seniority group, shift, and necessary qualifications for the position.

- 257 Non-probationary employees within the seniority group where the regular job opening exists who wish to be considered for the position, may apply by submitting a bid via the electronic applicant management system provided by the University. The University need not consider bids which are incomplete, inaccurate or not submitted within the posting period.
- 258 An employee in another seniority group also will be considered for a specific regular job opening if that employee has made known in writing and in advance that consideration is desired if such a specific job opening occurs.
- 259 Selection for a promotion or transfer is within the discretion of the University. In the event that an employee who is selected does not perform to the satisfaction of the University within a reasonable period of time determined by the University, the employee will be returned to the employee's former position provided a job opening exists. Exception to this provision may apply in the event the employee engages in an act of misconduct that warrants disciplinary action up to and including discharge.
- 260 For purposes of this article, a "Transfer" shall be defined as the lateral movement of an employee from one classification within the bargaining unit to a similar classification within the bargaining unit, regardless of salary; or as the reclassification of an employee from one classification to another classification at the same step level within the bargaining unit, regardless of salary.
- 261 For purposes of this article, a "Promotion" shall be defined as the reclassification of an employee from one classification within the bargaining unit to another classification within the bargaining unit, at a higher salary range.
- 262 When an employee is transferred to a classification with a higher range of rates, the employee will be paid the rate for that classification which is next higher to the employee's rate prior to the transfer.

- 263 When an employee is transferred to a classification with a lower range of rates, the employee will be paid a lower rate that reflects proper placement in the new classification in accordance with Qualification Rate criteria.

## **ARTICLE 26**

### **LAYOFF AND RECALL PROCEDURES**

#### LAYOFF

- 264 When an employee is to be laid off, the following procedure shall apply:
1. Layoff shall be by and from each classification within each seniority group;
  2. Probationary employees in an affected classification within a seniority group shall be laid off first;
  3. Then the employee with the least University seniority in an affected classification within the employee's seniority group shall be laid off, provided that the employees remaining in the classification have the ability to competently perform the work available.
  4. Prior to layoff, a non-probationary employee will be transferred, conditioned upon ability to perform the work available, in the following order of priority, and with the employee option of a layoff at any step involving replacing an employee with less seniority:
    - a. To a vacancy, if any in the same classification in another seniority group;
    - b. to replace an employee with less seniority if any in the same classification in another seniority group;
    - c. to a vacancy if any in a classification with lower rates within the seniority group;
    - d. to a vacancy in a classification with lower rates in another seniority group;

- e. to replace an employee with less seniority if any in a classification with lower rates within the seniority group;
  - f. to replace an employee with less seniority if any in a classification with lower rates in another seniority group;
  - g. an employee not transferred as provided above will have the procedure set forth in c, d, e, and f applied to classifications assigned to the next lower rate schedules until transferred or laid off;
  - h. the procedure set forth in a, b, c, d, e, f, and g will be applied for an employee replaced as a result of the application of the above procedure.
5. In applying the procedure set forth in 4. above, a laid off or replaced full-time employee will be transferred to another full-time position. A laid off or replaced part-time employee will be transferred to either a full-time or part-time position.
6. "Ability to perform the work" means present skills, knowledge and physical fitness, within the knowledge of the University, to competently perform the full range of duties of the position in question.
7. Providing the circumstance of impending layoff is known by the University in advance, an employee who is to be laid off shall be given written notice of layoff as soon as practicable but not less than thirty (30) calendar days prior to layoff. In the event an employee is laid off because of a temporary discontinuance of operations, or any portion thereof, caused by conditions not immediately correctable by the University, temporary adjustments in the work force can be made without prior notice and without application of the Layoff and Recall Procedures.

## RECALL

- 265 When an employee with seniority is to be recalled to work from layoff, or there is to be a return to a classification or seniority group from which an employee with seniority was removed as a result of a layoff, the reverse application of the layoff procedure shall be applied conditioned upon the employee's ability to do the work.

## LIABILITY

- 266 A grievance involving compliance with Articles 24, 25, and 26, except as otherwise provided in Section B. of Article 24, shall begin at Step Three of the Grievance Procedure, provided it is submitted in writing at Step Three of the Grievance Procedure within seven (7) calendar days after facts have occurred giving rise to the grievance.
- 267 Liability of the University for failure to apply correctly any provision of Articles 24, 25, and 26, shall commence not earlier than the date of submitting the written grievance alleging such violation at Step Three of the Grievance Procedure.

## PREFERRED SENIORITY

- 268 For the purpose of this Article, officials of the Union shall have seniority preference over all of the employees they represent conditioned upon ability to do the work available. Where more than one level of representation is in effect for an employee in a classification in a department, the preference shall be in this order:
- First, the President; next, the Chief Steward; next, other executive board members.
- 269 In addition, Stewards shall have preferred seniority only to the extent necessary to retain their shift assignment during any shift selection period.

## ARTICLE 27

### BENEFITS

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

- 270 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 the 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. 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.
- 271 Has been deleted.
- 272 University employees who do not elect to opt out or enroll in a health insurance plan within 30 days of the eligibility date will be automatically enrolled in the Comprehensive Major Medical Plan.
- 273 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.
- 274 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 or medical 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. GROUP DENTAL PLAN

- 275 The Group Dental Plan shall be as provided by the University in the same manner and to the same extent as provided to the University employees not represented by a Union. 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 change.
- 276 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 Plan, Option I after one year of continuous service as provided to University employees not represented by a Union.
- 277 No matter concerning the Group Dental Plan shall 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 employee has coverage in accordance with terms of the Plan.
- 278 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 dental 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 C. TRAVEL ACCIDENT INSURANCE

- 279 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 fulltime employees shall be \$50,000, or ten (10) times the hourly rate times 2080, whichever is more, with a ceiling 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.

280 In the event of any amendment that affects employees in the bargaining unit, the Union will be notified at least thirty (30) days 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.

#### SECTION D. DISABILITY PLAN

281 The Disability 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 terms 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. Through December 31, 2013, the University will pay the entire cost for coverage, except; a) during the first four (4) years of service when the employee must pay the entire cost for coverage on all base income, and; b) except on base income over \$30,000 per year after four (4) years of service.
2. An eligible employee shall receive a disability income which shall be 65% of his or her monthly base income (hourly rate time 2080 divided by 12).
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 Plan, Group Life Insurance, Dental Option I and Health Insurance Plan contributions shall be made by the University as provided in the Disability Plan.

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

283 Effective January 1, 2014, the University will pay the cost for coverage, except; a) during the first two (2) years of service when the employee must pay the entire cost for coverage on all base income if the employee elects to enroll during the first two years of service, and; b) except on base income over \$57,500 per year, which will be indexed each year to the median University salary, after two (2) years of service.

#### SECTION E. RETIREMENT PLAN

284 The Retirement program shall be as provided by the Employer. 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 Annuity Association and College Retirement Equity Fund (TIAA-CREF) Retirement Plan and Fidelity Investments Retirement Plan shall not be changed during the term of this Agreement unless changes in the same manner and same extent are made to the contributions for employees not covered by a Union. Any such changes will become effective as of January 1, 2017.

**For employees hired and eligible to participate in the Basic Retirement Plan prior to January 1, 2010.**

- 285 The Employer will contribute an amount equal to ten (10) percent of an employee's earnings each month and the employee will contribute an amount equal to five (5) percent of earnings each month.
- 286 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.

**For employees hired and eligible or newly eligible to participate in the Basic Retirement Plan on or after January 1, 2010.**

- 287 During the first 12 months of service, the employee may contribute an amount equal to five (5) percent of earnings each month, however, the Employer will not contribute. After completing 12 months of service, the Employer 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.
- 288 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.

## SECTION F. GROUP LIFE INSURANCE

- 289 During the term of this Agreement, the University Life Insurance Plan and the Optional Life Insurance Plan shall be as provided by the University within the Benefits program in the same manner and to the same extent as provided to University employees not represented by a Union. Effective January 1, 2014, the University Life Insurance Plan will provide \$100,000 in coverage at no cost to the employee. The amount of 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 six times the employee's salary. Salary as indicated is based upon an employee's job rate for a normal forty-hour work week, excluding overtime and other premiums.
- 290 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 the University employees not represented by a Union.
- 291 The Dependent Life Insurance Plan shall be as provided by the University within the Benefits Program in the same manner and to the same extent as provided to University employees not represented by a Union.

## SECTION G. OTHER BENEFITS

- 292 The Legal Plan and a Vision Plan shall be 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 the terms of the Benefits Plan.
- 293 In the event of any amendment that affects employees in the bargaining unit, the Union will be notified at least thirty (30) days prior to the effective date of the amendment. No matter

concerning the Group Life Insurance Plan shall be subject to the Grievance and Arbitration Procedures of this Agreement, except for questions concerning compliance with the specific provisions of Section F and whether or not an employee has coverage in accordance with the terms of the Plan.

## **ARTICLE 28**

### **TUITION REFUND PROGRAM**

#### **SECTION A. ELIGIBILITY**

294           The tuition refund program will be as provided by the University in SPG 201.69 (Tuition Support Program). Any future changes or enhancements to SPG 201.69 will be made available to members of UMLEA, however, the University maintains the exclusive right to revise this SPG. The University will endeavor to communicate changes and enhancements with POAM as issues arise.

## **ARTICLE 29**

### **EMPLOYEE INFORMATION**

295           The University, upon the individual written request of an employee, will not disclose the home address or home telephone number of the employee to anyone other than those who need the information to carry out the duties and responsibilities of the Employer.

296           Upon written request from the Union, the Employer shall provide available and relevant information which is necessary to properly process a grievance.

## ARTICLE 30

### EMPLOYEE AND ADDRESS LISTS

#### SECTION A. EMPLOYEE LISTS

- 297 The University shall prepare and maintain a list which shall show the names alphabetically and the classification title, department number, pay grade, hourly rate, and seniority date of all employees. The Local Union shall be given two (2) copies and POAM one (1) copy of the list within thirty (30) calendar days after the date of this Agreement, and thereafter a current list monthly.
- 298 A departmental seniority list, including the same information, shall be maintained by each department. This list shall be available for inspection by an employee or steward.
- 299 These lists shall be deemed correct as to an employee's seniority date unless the employee, or the stewards for the employee, notifies the University to the contrary in writing after a list is given to the Union.

#### SECTION B. ADDRESS LISTS

- 300 Monthly, the University shall give to the Local Union two (2) copies and POAM one (1) copy of a list of employees together with their most current addresses as they appear on the records of the University. The Local Union and POAM shall retain such information in confidence and disclose it only to those officials of the Local Union and POAM whose duties require them to have such information.

#### SECTION C. HIRE, TERMINATION AND LEAVES OF ABSENCE LISTS

- 301 The University, on a monthly basis, shall give to the Local Union one (1) copy of each of the following: (1) list of employees hired during the previous calendar month; (2) list of employees terminated, for whatever the reason, during the previous calendar month; (3) employees on a leave of absence. In addition to names, these listings shall include the same information provided on the seniority list.

SECTION D. TEMPORARY EMPLOYEES LIST

302 The University, on a monthly basis, shall give to the Local Union one (1) copy of a list of temporary employees performing substantially the same work as employees in this bargaining unit, together with their classification title, department number, and the number of hours worked each bi-weekly pay period. The list shall include current available information with hours of work for the six (6) most recent consecutive pay periods.

**ARTICLE 31**  
**MISCELLANEOUS**

UNIFORM ALLOWANCE

303 The annual uniform allowance will be payable twice yearly, half on January 1st and half on July 1<sup>st</sup> of each year of the contract.

Date	Year 1	Year 2	Year 3	Year 4
January 1st	\$1,200	\$1,200	\$1,200	\$1,200
July 1st	\$1,200	\$1,200	\$1,200	\$1,200

304 The following terms and conditions apply to this uniform allowance:

1. Uniform specifications will be determined by the University. In the event of a uniform change, the department will provide adequate notice and coincide the change with the next scheduled uniform allowance payment.
2. Employees who hire or transfer into the Department will receive their full annual uniform allowance payment at the time of hire/transfer.

3. After the initial payment, the employee will not be added to the payment cycle until the January (or July) following the successful completion of one year of employment.
4. With the exception of a Reduction in Force (RIF), any employee who leaves the department prior to reaching their probationary period will be responsible for reimbursing the University the full uniform allowance payment at the time of their termination.
  - a. At the time of the initial payment, the employee must agree to have such a deduction subtracted from their last pay check.
5. Employees will be responsible for the purchase and maintenance of their uniforms, including repair and dry cleaning.
6. In accordance with Department guidelines, all employees are expected to maintain a professional appearance.

#### Safety Glasses

- 305 The University will reimburse employees for the replacement cost of safety glasses with standard frames and uniform items damaged in the line of duty not through the negligence of the employee.

#### Standard Practice Guide (SPG)

- 306 POAM will be provided with one copy of the University's Standard practice Guide (SPG) and updates to the SPG as issued.

#### Athletic Card

- 307 Full-time employees have the privilege of purchasing an athletic card which currently includes a reduced price ticket to all home football games and certain other privileges in accordance with rules and regulations established from time to time by the University.

### University Libraries

- 308 Employees have the privilege of using certain University libraries, including the Law Library, in accordance with rules and regulations established from time to time by the University.

### Outsourcing

- 309 In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on University operated premises by a source outside the University, no employee in the bargaining unit shall suffer a loss of base wages during the life of the Agreement, or a period not to exceed four (4) years, whichever is greater. At the end of this period, the employee's rate of pay will be changed to the rate appropriate to that of the classification in which they were placed as a result of the outsourcing.

### Work Performed by Others

- 310 Work regularly and customarily performed by an employee shall not be performed by a student employee or temporary employee to the extent that it results in the employee's layoff, reduction in appointment fraction, or removal from a classification. Neither shall an employee be required to take a vacation to permit employment for a student employee or temporary employee. If any such incident occurs, the employee shall be compensated for any loss in base hourly rate, plus shift premium, if applicable.
- 311 Except as provided in this Article, the employment of a student employee shall not violate any provision of this Agreement.
- 312 Work regularly and customarily performed by an employee shall not be performed by a supervisor to an extent greater than previously performed so that an employee's layoff, reduction in appointment fraction or removal from a classification results. If any such incident occurs, the employee shall be compensated for any loss in base hourly rate, plus shift premium, if applicable.

### University Work Rules

- 313 While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to terms of this Agreement nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner.

### New Employee Orientation

- 314 New employees will be afforded the opportunity to attend a Union orientation. This orientation shall be at the option of the employee, and in a location provided by the University. A POAM or Union Official shall conduct the orientation which shall not exceed one (1) hour. This orientation may follow, and be in connection with, a University orientation, but shall be unpaid. If not scheduled at that time, it shall be scheduled at some other time which shall not interfere with the regular schedule of work and be unpaid. A representative from the University may be present. As new employees are hired into the University, the Union will be notified, so that an orientation meeting may be scheduled to process all necessary and applicable paperwork.

### Trauma Counseling & Other Accommodations

- 315 In the event an employee is directly involved in a job-related fatality, or a comparable trauma inducing event, the University will provide professional counseling. Such employees may be assigned to alternative duties and work schedules.

## **ARTICLE 32**

### **DEFENSE AND INDEMNIFICATION**

- 316 The University will defend and/or indemnify employees who become parties to legal proceedings by virtue of their good faith efforts to perform their responsibilities of employment.
- 317 In proceedings in which both the University and an employee are parties, the University shall have the sole discretion to determine when a conflict of interest exists such that

separate representation of the employee shall be provided by the University. The University shall have sole authority over litigation and settlement strategies and decisions for those proceedings for which it is providing legal counsel to an employee. Employees may retain separate counsel at their own expense rather than avail themselves of this provision.

- 318 This provision does not apply to an employee's involvement in internal University proceedings.

## **ARTICLE 33**

### **SICKNESS AND INJURY PAY**

#### SECTION A.

- 319 An employee shall be eligible to receive sickness or injury pay (hereinafter referred to as "sick pay") in accordance with the provisions of this Article when the employee is unable to work because of personal sickness or injury (hereinafter referred to as "absence") and providing the employee meets the requirements of Sections D., E., F., and G.; except no sick pay shall be payable for an inability to work which results or occurs as follows:

1. Participation in a criminal act;
2. Participation in a riot or civil commotion;
3. Working for an employer other than the University;
4. Following a termination date that was determined prior to occurrence of the absence.

- 320 Neither shall any sick pay be payable (1) during a layoff, leave of absence, or disciplinary layoff, or (2) for any other period of time which is not time lost from the employee's regular schedule of work for the calendar week.

#### SECTION B.

- 321 To be eligible to receive sick pay under this Article, an employee must meet the following requirements:

1. Have unused sick time available.

2. Comply with the reporting and approval procedures.
3. Be absent from regular work for one of the following reasons:
  - a. Disabling physical sickness or injury.
  - b. Disabling mental illness, or an alcohol or drug abuse problem which is being treated on an inpatient basis in an accredited hospital facility licensed to provide psychiatric or substance abuse care.
  - c. Disabling mental illness, or an alcohol or drug abuse problem which is being treated on an outpatient basis, while unable to work, based on the recommendation of a physician with specialized training in psychiatry or a psychologist who possesses a doctoral degree.
  - d. Preventive or corrective medical care (including eye care), dental care and physical examination appointments. Appointments must be scheduled and approved in advance by the employee's immediate supervisor.
  - e. Preventive or corrective medical care for non-disabling mental illness or an alcohol or drug abuse problem which is treated on an outpatient basis on the recommendation by a physician with specialized training in psychiatry or a psychologist who possesses a doctoral degree. Time off must be scheduled and approved in advance by the employee's immediate supervisor. Only short-term sick time may be used for such treatment.
  - f. Exposure to a contagious disease if quarantine is required by a government health authority or the University.
  - g. Family Care Responsibilities: up to 120 hours of short-term sick time pay may be used annually to care for a family member whose condition meets any of the circumstances described in items a. through f.

above. The phrase “to care for” as used in this paragraph includes providing necessary physical care and/or emotional support to a family member. Family member is defined as the staff member’s spouse or other qualified adult (OQA) with whom the staff member shares living accommodations and expenses; and without regard to their place of residence, the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the staff member, spouse, or OQA.

- h. Short-term sick time pay is also available for employees who desire to remain home to bond and/or care for their newly born or newly adopted child. Staff members may use sick time pay for this purpose only during the year following the child’s birth or arrival into the home.

### SECTION C.

322 Sick pay (regular compensation plus shift premium, if applicable) is available to full-time employees as follows:

- 1. Short-term sick time pay:

Employees are eligible for 120 hours of short-term sick time pay annually. The 120 hours do not accrue but are renewed on the first of the month of the anniversary of employment (except that the renewal date is July 1, annually, for those employees who had two or more years continuous service as of July 1, 1975). Short-term sick time is renewed at the beginning of the pay period which includes the first day of the month noted above.

- 2. Extended sick time pay:

Extended sick time pay provides wage protection for staff members who are unable to work for an extended period of time due to a single incident of serious disabling illness or injury or for chronic disabling serious conditions when periodic absences from work are necessary due to a serious health condition. Extended sick time pay starts with the first day of a qualifying

illness or injury and is available only when all of the following conditions are met:

- a. The staff member has worked for the University for two or more years as a Regular staff member;
  - b. The staff member is absent due to a serious and/or chronic disabling illness or injury in excess of 80 hours;
  - c. Acceptable supporting documentation from a physician or (other medical professional as appropriate), has been received by the employing department.
3. In special circumstances, such as conditions related to pregnancy or where the staff member's physician has attested, that the staff member will have ongoing non-contiguous absences due to treatment for a single serious illness or injury, the University may approve the use of extended sick time pay for such non-contiguous absences that total in excess of 80 hours.
- a. Employees with two (2) or more years of continuous service are eligible for extended sick time pay up to a maximum of six (6) months at full pay plus six (6) months at half pay in each five (5) calendar year period following the attainment of two (2) years of continuous service. Extended sick time benefits are renewed in full on the first of the month of the anniversary of employment following each successive five (5) calendar year period (except that the renewal date is July 1, following each successive five (5) calendar year period for those employees who were employed and eligible on or before July 1, 1975). Extended sick time is renewed at the beginning of the pay period which includes the first of the month noted above.
  - b. A minimum of 80 hours of short term benefits must be available and exhausted at the onset of sickness or injury before extended sick time benefits are payable. If the employee has neither 80 hours of paid time available in short-term sick or vacation,

then the employee will be charged with 80 hours of unpaid time.

4. The maximum number of sick days available for any one continuous sickness or injury is 120 hours of short term plus 1,056 hours at full pay and 1,056 hours at half pay minus any sick time previously taken during the one (1) year short term sick time period and/or the five (5) years extended sick time period in effect at the time the sickness or injury occurs.
5. Short term and extended sick time pay does not renew during any leave of absence, layoff, or any period of absence due to sickness or injury. Eligibility for benefits which would have otherwise renewed, is deferred until the staff member returns to continuous active employment. Thereafter, renewals will occur on the regular eligibility dates.
6. Part-time employees: Proportional amounts of short term and extended sick time pay are available to part-time employees who are scheduled to work 20% (8 hours a week) or more, i.e., a half-time employee would receive 120 half-time hours of short term protection. When an employee's appointment fraction changes, the employee will receive the number of hours of protection commensurate to the new appointment.
7. Month: Twenty-two (22) scheduled, non-overtime work days or an equivalent period such as eighteen (18) ten-hour work days are counted as one (1) month.
8. Day: The number of scheduled non-overtime work hours during the 24-hour period beginning with the employee's starting time.
9. Continuous Service: Continuous service means service from the latest date of employment. Leaves of absence and layoffs do not affect continuous service. However, a leave of absence or a layoff may not be used in order to get the employee to two (2) years of service. The two (2) years must have been accumulated as of the last day worked or paid.

10. Worker's Compensation: Full pay is reduced by worker's compensation benefits, if any, to provide not more than 100% of salary. The employee's sick time pay record will be charged for the number of days equivalent to the amount of sick time pay received.

#### SECTION D.

- 323 Employees request sick pay by oral notification of illness or injury to their supervisor prior to the beginning of the employee's shift, except when the failure to notify is due to circumstances beyond the control of the employee. The notice will include the reason for and probable duration of the absence.

#### SECTION E.

- 324 Evidence of sickness, illness, or injury acceptable to the University may be required at any time as a condition for qualifying for short term or extended sick time pay under this plan.
- 325 A physician's report which includes at least the information requested on the Physician's Statement of Disability (Form 36607) may be required when: 1) an employee is absent due to sickness or injury for ten (10) or more consecutive days; 2) upon return to active employment from an absence due to sickness or injury, and will be required when facts and circumstances indicate that the employee may not be eligible for sick time pay as claimed.

#### SECTION F.

- 326 Failure to follow accepted medical practice will be reason for discontinuing pay under this plan.

#### SECTION G.

- 327 If sickness or injury recurs frequently or regularly so as to raise a question about an employee's condition, or there is failure to follow accepted medical practice, the University may require the employee to see a personal physician at the employee's expense. The physician will provide the University with a statement concerning the employee's

condition, the treatment required, and what can be expected. If the University determines that a second opinion is needed, the employee may be required to see a University physician designated by the University at University expense. The University may request a Sick Time Conference with an employee, the employee's supervisor, a representative of the University Personnel Office, and the Chief Steward to discuss the employee's sick time usage and ability to work. Although not limited to the following, information discussed shall be of the type:

1. time lost from work due to sickness or injury;
2. physician's evaluation(s);
3. ability of employee to meet employment obligation of regular and reasonable attendance.

#### SECTION H.

- 328 Employees receiving pay from this plan will be considered absent because of sickness or injury ("off sick").

#### SECTION I.

- 329 Employees may elect to terminate regular employment while receiving sick time pay and receive instead any retirement benefits for which they are eligible.

#### SECTION J.

- 330 Although employees may meet the sick time pay eligibility requirements while on vacation, they have not lost time from regular work and are, therefore, not eligible for pay under this plan. Under unusual circumstances, such as hospitalization or equivalent confinement, the employee may request the use of sick time pay. Such a request must be accompanied by a physician's verification of disability and is subject to approval by supervision and review by the appropriate Service Center Personnel Administrator.

#### SECTION K.

- 331 Employees who are off work in accordance with this plan on a day observed by the University as a holiday will be

considered observing that holiday. They will not be charged for sick time pay on that day.

#### SECTION L.

- 332 Eligibility for pay under this plan ceases on the effective date of a termination or layoff (i.e., the last day of work). An employee who is ill on, or immediately prior to, a previously determined termination or layoff date is eligible for pay under this plan only through that previously determined termination or layoff date. Employees recalled to active employment from layoff status will again be eligible for the benefits provided by this plan.

#### SECTION M.

- 333
1. An employee returning to active employment from an extended sick time absence which exceeds one month must provide at least seven (7) days advance notice to his/her supervisor. Upon return, he/she will be placed in the same or another available position within the department, for which he/she is qualified, unless the University's or the employee's circumstances have so changed as to make it impossible to do so. If the return causes a displacement of any employee (including the returning employee), the displaced employee will be placed or laid off in accordance with the priorities established in Article 26 (Layoff and Recall).
  2. An employee returning to active employment from a sick time absence of less than one month will be placed in his/her former position unless the University's or the employee's circumstances have so changed as to make it impractical to do so.
  3. Employees who are returned to active employment with temporary or permanent medical restrictions on hours of work will be eligible to use their available short term and/or extended sick time pay to maintain their income based on their appointment prior to their illness or injury.
  4. Employees who then exhaust available sick time will have their appointment adjusted to reflect the hours they are actually working due to the medical restriction. Their

available sick time will renew on the regular eligibility date, but with sick time proportional to the appointment fraction.

#### SECTION N.

- 334 Except during a period when an employee is using Extended Sick, vacation accrual will be at 100% of the employee's regular rate of accrual for each calendar month in which the staff member receives full pay (either regular full time or prorated rate based on appointment fraction) under the provisions of this plan. For each calendar month in which the employee receives 50% of his/her regular full-time rate or regular part-time rate under the provisions of this plan, vacation accrual will be at 50% of the employee's rate of accrual.

#### SECTION O.

- 335 An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as possible. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to University Hospital, if practicable, otherwise to another medical facility. The injured employee shall be paid at the employee's hourly rate of pay, plus shift premium, if applicable, for the time lost from work, provided the employee returns to work and finishes out the shift following treatment, unless on doctor's orders the employee is told not to return to work and is excused by supervision.

### **ARTICLE 34**

#### **SEASON DAYS/HOLIDAYS**

##### SECTION A. SEASON DAYS

- 336 Between the days observed as the Christmas Day and New Year's Day holidays, there shall be four (4) Season Days (totaling a maximum of 32 hours), which may be designated on an individual basis.

## SECTION B.

- 337 Each Season Day shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the Season Day is designated.

## SECTION C.

- 338 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at his/her hourly rate plus shift premium if applicable, for each Season Day for which the employee is not scheduled to work, except employees who choose or are selected to work special events (i.e. Winter Classic, etc.), shall receive compensation in an amount equal to the actual number of hours worked during the event, at his/her hourly rate plus shift or special schedule premium if applicable for the season day, provided the employee meets the following eligibility requirement:

- 339 The employee works the employee's last scheduled work day prior to and the first scheduled work day following the day observed as the Christmas Day and the New Year's Day holiday, respectively, unless his/her failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 33, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.

## SECTION D.

- 340 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar 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 each Season Day for which the employee is not scheduled to work, determined by multiplying his/her hourly rate plus shift premium, if applicable, times his/her normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the Season Days.

## SECTION E.

341 An employee who works on a Season Day will be paid for the time worked at the employee's hourly rate and shift premium, if applicable. In addition and for each Season Day the employee works, an equivalent amount of time, not to exceed a total of thirty-two (32) hours shall be added to the employee's vacation accrual and, thereafter, shall be subject to the provisions of Article 23.

## SECTION F.

342 An employee who fails to work on a Season Day on which the employee is scheduled to work, shall not receive the pay as provided in Section D. or E. unless his/her failure to work is excused because of (1) personal sickness or injury as provided in Article 33, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.

## SECTION G. HOLIDAYS

343 The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on a Saturday will be observed on the preceding Friday and holiday falling on a Sunday will be observed on the following Monday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Day

344 Operation units which have seven (7) day per week operations may observe Saturday and Sunday holidays on the day on which they fall rather than the preceding Friday or following Monday. This exception will be communicated in writing by the department to staff members in the classifications affected.

## SECTION H.

- 345 The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed.

## SECTION I.

- 346 Each full-time employee, other than an employee on layoff or any leave of absence, shall receive compensation in an amount equal to the number of hours of work normally scheduled at his/her hourly rate plus shift or special schedule premium if applicable, for the holiday, provided the employee meets the following eligibility requirement:

- 347 He/she works his/her last scheduled work day prior to and his/her first scheduled work day following the holiday, unless his/her failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 33, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation. An employee who is late, but finishes his/her schedule of work, meets the eligibility requirement.

1. Regular full-time employees: When a holiday is observed on an employee's regularly scheduled day of work, and the department does not schedule the employee to work, s/he will be granted time off work and compensation in the amount equal to the number of hours regularly scheduled at his/her hourly rate, plus shift premium if applicable.
2. Regular full-time employees: When a holiday is observed on an employee's scheduled day off, s/he will be granted time off work and compensation in the amount of eight (8) hours times the hourly rate, plus shift premium, if applicable, except employees who choose or are selected to work special events (i.e. Winter Classic, etc.), shall receive compensation in an amount equal to the actual number of hours worked during the event, at his/her hourly rate plus shift or special schedule premium if applicable for the holiday.

## SECTION J.

- 348 Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section I. shall receive pay for the holiday determined by multiplying his/her hourly rate plus shift premium, if applicable, times his/her normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

## SECTION K.

- 349 In addition to the holiday pay as provided in Section I. or J., an employee who works on the holiday will be paid for the time worked at one and one-half his/her hourly rate and shift premium, if applicable. To the extent that an employee is paid pursuant to this Section, he/she shall not be paid an overtime premium under Section A. of Article 11 for the same time worked.

## SECTION L.

- 350 An employee who fails to work on a holiday on which he/she is scheduled to work shall not receive holiday pay as provided in Section I. or J. unless his/her failure to work is excused because of (1) personal sickness or injury as provided in Article 33, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.
- 351 When an employee is scheduled to work on a holiday, he/she will be given at least seven (7) calendar days notice unless circumstances do not permit advance notice.

ARTICLE 35

TERM OF AGREEMENT

352 This agreement shall become effective on December 22, 2013 and shall remain in full force and effect until and including December 16, 2017, 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 60 or more than 120 days prior to December 16, 2017.

Executed this 16<sup>th</sup> day of December, 2013.

The Regents of the  
University of Michigan

Police Officers Association  
of Michigan

*Sabrina G. Owens*  
Sabrina G. Owens

*Wayne Beerbower*  
Wayne Beerbower

*Richard Gordon*  
Richard Gordon

*Matt Butzky*  
Matt Butzky

*Ray Hall*  
Ray Hall

*Todd Coles*  
Todd Coles

*Marilyn Hollier*  
Marilyn Hollier

*Thomas Hissong*  
Thomas Hissong

*Stacy Johnson*  
Stacy Johnson

*Alamaina Judson*  
Alamaina Judson

*Declan Lugin*  
Declan Lugin

*Kevin Lucas*  
Kevin Lucas

*Joe Piersante*  
Joe Piersante

*Kevin Martin*  
Kevin Martin

*Stefan Peterson*  
Stefan Peterson

*Jim Stephenson*  
Jim Stephenson

*Darric Terry*  
Darric Terry

## APPENDIX A

### WAGE SCHEDULES

353 Effective the beginning of the first bi-weekly pay period following ratification (December 8, 2013), of the Agreement by the Union, the Wage Schedule shall be as shown in Schedule A. Employees paid more than the Qualification Rates C level for their classification will receive an increase equal to the general percent change to their classification

Note: Paragraph 354 has been deleted.

355 Effective December 7, 2014, the Wage Schedule shall be as shown in Schedule B. Employees paid more than the Qualification Rate C level for their classification will receive an increase equal to the general percent change to their classification.

356 Effective December 6, 2015, the Wage Schedule shall be as shown in Schedule C. Employees paid more than the Qualification Rate C level for their classification will receive an increase equal to the general percent change to their classification.

357 Effective December 4, 2016, the Wage Schedule shall be as shown in Schedule D. Employees paid more than the Qualification Rate C level for their classification will receive an increase equal to the general percent change to their classification.

357a Effective December 4, 2016, all employees, except for Parking Enforcement Officers and Lead Parking Enforcement Officers, will be paid a one-time lump sum of \$1,000.

358 Employees hired after December 8, 2013, will be paid at the rate appropriate to their classification, as provided in Wage Schedules A – D.

359 Probationary employees (paid at the probationary rate), will be increased to the Job Rate at the beginning of the first pay period following completion of their probationary period.

- 360 Police Officer Qualification Rate progression will be based on their annual eligibility date.
- 361 An employee who serves or has served as a supervisor of employees in classifications covered by this Agreement who is returned to a classification in the bargaining unit will be paid the rate on the schedule which most effectively maintains the employee's rate as a supervisor.

Schedule A  
12/08/13

Qualification Rates

<u>SG</u>	<u>Classification</u>	<u>Probation Rate</u>	<u>Job Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
S6	Police Officer	22.92	23.85	25.04	27.76	30.99	34.08
S3	Communication Officer	19.59	20.37	20.85	21.54	22.53	
S5	Security Officer	17.29	17.97	18.40	19.01	19.89	
S2	Parking Enforcement Officer	15.28	15.86	16.46	17.06	17.70	
S1	Guard	13.55	14.07	14.60	15.16	15.74	
S8	Lead Police Officer		36.47				
S7	Lead Security Officer		21.26				
S7a	Lead Communication Officer		23.65				
S4	Lead Parking Enforcement Officer		19.25				

Schedule B  
12/07/14

Qualification Rates

<u>SG</u>	<u>Classification</u>	<u>Probation Rate</u>	<u>Job Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
S6	Police Officer	23.38	24.32	25.54	28.32	31.61	34.76
S3	Communication Officer	19.99	20.78	21.27	21.97	22.98	
S5	Security Officer	17.63	18.33	18.77	19.39	20.29	
S2	Parking Enforcement Officer	15.58	16.18	16.79	17.40	18.05	
S1	Guard	13.82	14.35	14.89	15.46	16.05	
S8	Lead Police Officer		37.19				
S7	Lead Security Officer		21.68				
S7a	Lead Communication Officer		24.13				
S4	Lead Parking Enforcement Officer		19.64				

Schedule C  
12/06/15

Qualification Rates

<u>SG</u>	<u>Classification</u>	<u>Probation Rate</u>	<u>Job Rate</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
S6	Police Officer	23.85	24.81	26.05	28.89	32.24	35.45
S3	Communication Officer	20.39	21.19	21.69	22.41	23.44	
S5	Security Officer	17.99	18.70	19.14	19.78	20.69	
S2	Parking Enforcement Officer	15.89	16.50	17.13	17.75	18.42	
S1	Guard	14.09	14.63	15.19	15.77	16.37	
S8	Lead Police Officer		37.94				
S7	Lead Security Officer		22.12				
S7a	Lead Communication Officer		24.61				
S4	Lead Parking Enforcement Officer		20.03				

Schedule D  
12/04/16

<u>SG</u>	<u>Classification</u>	<u>Probation Rate</u>	<u>Job Rate</u>	<u>Qualification Rates</u>			
				<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
S6	Police Officer	24.32	25.31	26.57	29.46	32.88	36.16
S3	Communication Officer	20.79	21.62	22.12	22.86	23.91	
S5	Security Officer	18.35	19.07	19.53	20.18	21.11	
S2	Parking Enforcement Officer	16.21	16.83	17.47	18.10	18.78	
S1	Guard	14.37	14.93	15.49	16.08	16.70	
S8	Lead Police Officer		38.70				
S7	Lead Security Officer		22.56				
S7a	Lead Communication Officer		25.10				
S4	Lead Parking Enforcement Officer		20.43				

Note: Memorandum #1 has been deleted.

## **MEMORANDUM OF UNDERSTANDING #2**

### **GUARD, PARKING ENFORCEMENT OFFICER, COMMUNICATIONS OFFICER, AND SECURITY OFFICER WAGE SCHEDULE STEP PAYMENT CRITERIA FOR EDUCATION, CERTIFICATION AND EXPERIENCE**

362 Notwithstanding the provisions for wage schedule placement set forth in Appendix A - Wage Schedules, Guards, Parking Enforcement Officers, Communications Officer and Security Officers employed at the time of ratification and thereafter will be placed on Qualification Rate A, B, or C consistent with the following criteria:

363 At Qualification Rate A provided the employee has:

1. three (3) years of experience competently performing the duties and responsibilities equivalent to those of a employee employed by and as follows:
  - a. Public Safety, Ann Arbor, Dearborn, Flint in a public safety department. A four (4) year college degree deemed relevant by the University may substitute for the Associate degree and two (2) years of public safety experience.
  - b. Hospitals - in a hospital or a public safety department. An additional two (2) years of this experience and performance may substitute for the Associate degree or sixty (60) academic credits.
  - c. University Housing - in a student housing operation. A four (4) year college degree deemed relevant by the University may substitute for the Associate degree and two (2) years of student housing experience.
  - d. Museum of Art - in a museum.

OR

2. an Associate degree in either
  - a) Criminal Justice, or
  - b) Industrial Safety/Security, or
  - c) Police Administration, or
  - d) Sixty (60) academic credits in a program deemed relevant by the University

AND

two (2) years' experience set forth in paragraph 363 #1

OR

3. a Bachelor's degree

364 At Qualification Rate B, provided the employee has:

1. Three (3) to five (5) years experience as set forth in paragraph 363 #1.

OR

2. An Associate's degree as outlined in paragraph 363 #2 and three (3) to four (4) years' experience as outlined in paragraph 363 #1

OR

3. A Bachelor's degree and one year's experience as outlined in paragraph 363 #1.

365 At Qualification Rate C provided the employee has:

1. Over five (5) years' experience as set forth in paragraph 363 #1

OR

2. An Associate's degree as outlined in paragraph 363 #2 and four (4) years' experience as outlined in paragraph 363 #1

OR

3. A Bachelor's degree and three (3) years' experience as outlined in paragraph 363 #1.

- 366 For the purposes of this Memorandum, “equivalent,” “relevant,” and “competently” is as determined by the University.
- 367 Within fifteen (15) calendar days of (1) ratification or (2) employment, as the case may be, the Union on behalf of the employee may request a review of that employee’s placement, or the failure to place appropriately, at Step Three (3) of the grievance procedure. In addition, when an employee believes that placement criteria exist that warrant a new placement on either Qualification Rate A, B, or C and that placement is not made, the Union on behalf of the employee may request a review of the denial at Step Three (3) of the grievance procedure, provided the request is made within fifteen (15) calendar days of the denial. Any request must be written and state the reason for the request with specific reference to the applicable criteria set forth in this Memorandum of Understanding. The decision at Step Three (3) shall be final and in no case shall such review or decision be subject to arbitration.
- 368 Discussion of the administration of this Memorandum of Understanding, including the criteria, shall be deemed a matter of “Mutual Interest” under the Special Conference Article of this Agreement.

## **MEMORANDUM OF UNDERSTANDING #3**

### **SERVICE CHARGE**

369 It is the agreement of the parties that the “Service Charge” referenced in the Union Security Article of the collective bargaining agreement shall not exceed the employee’s pro-rated share of the Union’s cost of negotiating and administering the collective bargaining agreement.

Note: Memorandum #4 has been deleted.

## **MEMORANDUM OF UNDERSTANDING #5**

### **STANDARD PRACTICE GUIDE**

370 It is the understanding of the parties that certain provisions of the University Standard Practice Guide apply where the parties referenced a program covered by the Standard Practice Guide, but did not include details of the program in the Agreement. Standard Practice Guides may be amended by the University. In the event of a grievance regarding the application of such a Standard Practice Guide, the grievance procedure provided in Article 7 of the Agreement will be followed and a Step Three (3) decision by the University shall be final and binding on all parties. Other Standard Practice Guides are not subject to the grievance procedure.

## MEMORANDUM OF UNDERSTANDING #6

### TRAINING AND RE-CERTIFICATION

- 371 The University is committed to providing all employees in the bargaining unit the appropriate training and re-certification necessary for the performance of their assigned duties.
- 372 All employees who are required to perform the following duties shall be trained and, where applicable, certified on a periodic basis consistent with regulatory requirements of the certifying agency:
- CPR
  - Basic First Aid
  - Defensive Tactics
- 373 Training programs may be modified to meet special operational needs of the various divisions across the University.
- 374 Discretion to add, modify and delete specific training programs rests solely with the University as defined in Article 2 (Management Rights) of the collective bargaining agreement. Notwithstanding the above, or any other departmental rules, regulations or University policies, no employee who has not been trained and certified may be assigned to perform these duties.
- 375 Provided an employee is acting in good faith on behalf of the University, the provisions of Article 32, Defense and Indemnification will apply.

Note: Memorandum #7 has been deleted.

## **MEMORANDUM OF UNDERSTANDING #8**

### **SENIORITY**

- 376 The President and Chief Stewards shall have seniority preference over all other employees in the selection of work schedules, vacation schedules and shift bidding. Seniority preference for the President and Chief Stewards will cease with completion of their elected union appointment, and, their next shift bid, vacation schedule and work schedule assignment will be based on Bargaining Unit seniority as specified in paragraph 241 of our Agreement.

## **MEMORANDUM OF UNDERSTANDING #9**

### **PROBATIONARY PERIOD**

- 377 Employees assigned to the Security Officer and Communications Officer classification after the ratification date of this agreement shall serve a twelve (12) calendar month "probationary period" of observed employment. Periods of absence such as extended illness or leaves of absence shall not be counted toward completion of any "probationary period", however, such absences from observed employment shall be counted for University and Bargaining Unit service/seniority.

**MEMORANDUM OF UNDERSTANDING #10**

**FIELD TRAINING OFFICER/COMMUNICATIONS TRAINING  
OFFICER/DETECTIVE PAY**

378 Effective the beginning of the first bi-weekly pay period following ratification of the Agreement, employees assigned to serve as a Field Training or Communications Training Officer will receive a seven percent (7.0%) increase in base pay, including shift premium, for the duration of the assignment.

378a Effective the beginning of the first bi-weekly pay period following ratification of the Agreement, employees assigned to serve as a Detective in the Criminal Investigations Unit (CIU), will receive a three percent (3.0%) increase in base pay, including shift premium, for the duration of the assignment.

For the University:

*Sabrina G. Owens*  
Sabrina G. Owens,  
Associate Director, Labor Relations

*November 26, 2013*  
Date

For POAM:

*Wayne Beerbower*  
Wayne Beerbower  
Business Representative

*November 26, 2013*  
Date

## **MEMORANDUM OF UNDERSTANDING #11**

### **PARKING ENFORCEMENT OFFICER-TEMPORARY PROMOTION**

- 379 Effective with the first bi-weekly pay period following ratification of the Agreement, a Parking Enforcement Officer who is assigned on a temporary basis to perform the duties of a Security Officer for more than four (4) hours of his/her assigned schedule of work shall be paid the corresponding Probationary Rate, Job Rate or Qualification Rate of the Security Officer classification for all hours worked during his/her shift.

## **MEMORANDUM OF UNDERSTANDING #12**

### **JOINT LABOR/MANAGEMENT COUNCIL**

- 380 The University and POAM will conduct periodic and/or regular joint Union/Management meetings to discuss issues of mutual interest at the Department level.
- 381 Additionally, upon mutual agreement of the University and Union, the Joint Labor/Management Council may also be used as a forum to mediate issues prior to the issue(s) becoming a formal grievance. In such cases, an internal or external Mediator may be invited to assist in this process. Meetings of the Joint Labor/Management Council for these purposes may be scheduled at any time during the grievance process.
- 382 Mediation is a voluntary, informal but structured process where people work together with the help of a Mediator to prevent or resolve a misunderstanding or conflict. The objective of such mediation would be to problem-solve and resolve an issue between any member of POAM and the University. If either party refuses to mediate or withdraws from the process, information obtained during mediation cannot be used in any subsequent proceeding between the parties. Additionally, if a party withdraws, they will suffer no penalty or retaliation, and access to the provisions of the contract relative to the grievance procedure and or Special Conference would remain available.
- 383 The Mediator must be mutually agreeable to both parties, and the service cost-neutral to the University. Finally, mediation should not delay or stop the time lines to file a grievance as outlined in Article 7, Section C, paragraph 44.
- 384 The participants from the Union will be selected and approved by the President of the Local. Paid release time will be provided to Union members who attend during their assigned shift. The scheduling of meetings and the release of employees will be at the discretion of the University in the interest of assuring provision of service.
- 385 Issues of interest will be submitted in writing and agendas will be developed to provide timely and efficient discussion, review and documentation of actions.

**MEMORANDUM OF UNDERSTANDING #13**

**COMMUNICATION INCENTIVE**

- 386 All Security Officers and Guards who are assigned to perform communications functions for eight (8) hours or more in a bi-weekly pay period will receive a \$80.00/bi-weekly pay incentive. This incentive will remain at \$80.00/bi-weekly pay period for the life of the agreement and will be included in the calculation of overtime.
- 386a Effective March 20, 2011, Security Officers and Guards at the University of Michigan, Museum of Art (UMMA), who are assigned to perform communications functions for eight (8) hours or more in a bi-weekly pay period will receive a \$25.00/bi-weekly pay incentive. This incentive will remain at \$25.00/bi-weekly pay period for the life of the agreement and will be included in the calculations of overtime.

For the University

*Sabrina G. Owens*  
Sabrina G. Owens,  
Associate Director, Labor Relations

*March 15, 2011*  
Date

For POAM:

*Wayne Beerbower*  
Wayne Beerbower  
Business Representative

*March 15, 2011*  
Date

*Alamaina Judson*  
Alamaina Judson  
President, POAM

*March 15, 2011*  
Date

## MEMORANDUM OF UNDERSTANDING # 14

### LEAD OFFICER TITLES

- 387 Lead Police Officer, Lead Communications Officer, Lead Security Officer and Lead Parking Enforcement Officer positions may be established at the sole discretion of the University to perform work coordination functions for such activities as equipment maintenance, fleet maintenance, student policing and other general work details. The goal of the Lead Officer program is to provide career development opportunities for POAM members and the enhancement of leadership/administrative skills. Selection for a Lead assignment will be by competitive bid from non-probationary employees within the seniority group, and will be evaluated on an annual basis. Lead assignments will be posted within the seniority group for at least five (5) days and include such information as work schedule, shift, general duties, and responsibilities and qualifications. Lead officers will be paid in accordance with Appendix A wage schedules.
- 387a At the request of either party, a special conference to evaluate this program, including any problems or difficulties, will be scheduled within 72 hours. Following the discussion and failing successful resolution, either party may request to discontinue the specific assignment within 7 days.
- 387b For competitive bid purposes of overtime and vacation picks, lead officers will be grouped in with other employees within the basic classification, who are not leads.

For the purposes of this paragraph, 241a will not apply.

Note: Memorandum #15 and #16 have been deleted.

Note: Memorandum #17 has been moved to paragraph 247.

Note: Memorandum #18 has been deleted.

## **MEMORANDUM OF UNDERSTANDING #19**

### **INCREASING PART-TIME APPOINTMENTS**

- 388 Prior to any full time, 40 hour appointment being posted outside of the bargaining unit, the open position(s) will be offered to the most senior currently employed part-time employee within the same classification and unit as the opening.
- 389 A part-time employee who is offered a 40 hour position and refuses that position will not be offered another open 40 hour position for a period of at least one year of the initial offer.
- 390 If the most senior part-time employee refuses an offer to increase his/her hours to a full-time appointment, then the position will be offered to the next highest senior employee until all possibilities are exhausted.
- 391 Position(s) that remain unfilled following the above listed process will be posted for outside hiring opportunities.
- 392 An offer of an increase in appointment to full-time should not be misconstrued as a promise of any specific job assignment, or days off. The offer is for a regular schedule of 40 hours per week, with the days off and assignment yet to be determined. No other promise is being made or implied.
- 393 When a part-time employee leaves the employment of the Department, the open position(s) may be filled by any currently employed full time, 40 hour appointment employee who wishes to reduce his/her appointment effort.
- 394 Unless mutually agreeable to the University, any officer who accepts a 40 hour position, or reduces his/her appointment from 40 hours, will not be eligible to change back to his/her previous appointment.
- 395 Discipline resulting in time off without pay within the twelve month period preceding any such opening will negate this opportunity.

## **MEMORANDUM OF UNDERSTANDING #20**

### **LONG-TERM DISABILITY PLAN**

- 396 The University and the Union will establish a joint committee to investigate the feasibility of POAM establishing a contract with a third party administrator or carrier to administer a Long-term Disability plan for employees of the bargaining unit.
- 397 The committee will be comprised of 3 University members and 3 Union members who will not lose time or pay as a result of serving on this committee. The committee will set mutually agreed upon agendas and meeting times. Either the University or the Union may invite content experts or representatives of third party administrators or insurance carriers or other interested parties to the meetings. The committee will explore subjects and issues regarding arrangements for a third party administrator or carrier for Long-term Disability coverage.
- 398 While not limited, subjects for discussion should include benefits coverage consistent with POAM objectives, vendor evaluation and selection, coordination with existing University Long-term Disability benefits, employee contribution levels, and responsibilities of the parties.
- 399 A decision to establish a third party administrator or insurance carrier must be mutually agreed to by the Union and the University. It is understood the exercise of the option will not result in any additional administrative cost or premium contributions by the University over current cost for Long-term Disability insurance.

## **MEMORANDUM OF UNDERSTANDING #21**

### **CONDITIONING TRAINING**

400 This memo is to serve as a letter of understanding regarding the utilization of breaks and lunches for bargained for employees at 1239 Kipke. Currently, officers are not permitted to combine breaks and lunches for the purpose of obtaining longer rest periods. For the purpose of conditioning training, officers would be granted permission to combine breaks and lunches in order to work out while on shift. This combination would apply only when the officers are utilizing their time for weight or cardio-vascular training. No other exception would apply. The scheduling of workouts would be determined by the shift supervisor at their discretion and no more than one employee per classification will be allowed to work out at the same time. This process will be evaluated in 60 days and with proper notice, may be terminated at either party's request, if in fact the arrangement is not working as intended.

## MEMORANDUM OF UNDERSTANDING #22

### INFLUENZA IMMUNIZATION PROGRAM

402 We understand that the University of Michigan Health System is enhancing a current policy for patient safety with a requirement that healthcare workers covered under the annual TB screening program participate in the influenza immunization program by December 1, 2010. This approach allows us to provide the safest possible environment for our patients and their families as well as POAM members by reducing exposure to influenza viruses.

Healthcare workers are defined as faculty staff, students, volunteers, vendors or contracted employees who are required to have an annual TB test (per policy 04-06-001 Tuberculosis Screening Program).

- Each worker will be required to either receive an influenza immunization or sign a declination form based on religious, medical or other reasons.
- All workers who have not been immunized by December 1, 2010 will be required to wear a mask during face-to-face patient interaction or when entering a patient room for the duration of the influenza season as determined by the Medical Director of IC&E (Infection Control & Epidemiology)

This program also encourages all other members of the University of Michigan Health System community to participate in the influenza immunization program. Including all faculty, staff, students, volunteers, vendors or contracted employees who are not required to have an annual TB test.

- All such individuals who have not been immunized by December 1, 2010 must wear a mask when in the presence of patients or when entering a patient room as part of their job responsibility for the duration of the influenza season as determined by the Medical Director of IC&E (Infection Control & Epidemiology).

Those who decline the immunization may change their mind at any time and receive the vaccine free of charge through March 31, 2011 (or while supplies last).

For the University:

*Kathy Jordan-Sedgeman*  
Kathy Jordan-Sedgeman  
Director, Human Resources

*October 13, 2010*  
Date

*Sabrina Garrett-Owens*  
Sabrina Garrett-Owens  
Associate Director, Labor Relations

*October 12, 2010*  
Date

For the POAM:

*Alamaina Judson*  
Alamaina Judson  
President, POAM

*October 12, 2010*  
Date

## **MEMORANDUM OF UNDERSTANDING #23**

### **EMPLOYEE DRUG AND ALCOHOL POLICY**

403

#### **I. PURPOSE**

The purpose of this policy is to inform all University of Michigan P.O.A.M. employees of the policy on drug and alcohol use, abuse and testing.

#### **II. POLICY**

The critical mission of law enforcement establishes a compelling need to maintain a drug-free work environment. Employees who engage in unauthorized use of drugs and controlled substances risk their safety, that of their colleagues, students, patients, staff and the community we serve. Therefore, it is the policy all University of Michigan, Public Safety areas to maintain a drug-free workplace in part through pre-employment testing and for cause. As part of the University's commitment to maintaining a healthy work force, should an employee test positive under this policy (and be retained as an employee), part of the corrective action will include treatment programs, as provided by University benefit plans.

#### **III. PROCEDURES – PROHIBITED ACTIVITY**

##### **A. Prohibited Activity**

1. No employee shall illegally possess any controlled substance.
  - a. The illegal use of drugs shall include the illicit use, procurement, possession, distribution, or delivery of narcotics or controlled substances.
2. No employee shall ingest any controlled substance unless prescribed by and taken in accordance with directions of a licensed medical practitioner.
  - a. Before reporting for duty, employees must report the use of any controlled substance that may impair their ability to perform their assigned duties.

3. Any employee who unintentionally ingests, or is made to ingest, a drug or controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure their health and safety.
4. Any employee having a reasonable basis to believe that another employee is illegally using or in possession of any controlled substance or drug shall immediately report the facts and circumstances to their supervisor.
5. No employee shall consume any intoxicating beverage while on duty or on police premises, unless authorized by a supervisor in the course of their training or employment.
6. No employee shall:
  - a. report for duty or be on duty with the odor of alcohol on his or her breath, or
  - b. report for duty or be on duty when his or her judgment or physical condition has been impaired by narcotics, controlled substances or alcohol.

#### IV. PROCEDURES – SUBSTANCE ABUSE

- A. Employees who suspect that they may have a substance abuse problem are encouraged to seek diagnosis and treatment, without fear of an adverse employment action. University programs which exist to assist employees through this challenge include, but are not limited to:
  1. Employee Assistance Program;
  2. Faculty and Staff Assistance Program;
  3. Select programs presented through M-Healthy;
  4. In/out-patient treatment programs as provided by benefit plans;
- B. Supervisors who identify concerns through behavior based qualifiers shall bring this information forward to their department Chief, Director or designee.

1. Some factors in the totality of circumstances include, but are not limited to:
  - a. unsatisfactory job performance or attendance;
  - b. Abnormal conduct or aberrant behavior;
  - c. Information provided by a reliable and credible source; and/or
  - d. Observed difficulty or unusual speech, concentration, movement or the behavior characteristics symptomatic of controlled substance use.

## V. PROCEDURES – DRUG TESTING

### A. Applicant Drug-Testing

1. All applicants shall be required, and will be notified in writing, that they must take a drug test as a condition of continued employment consideration.
2. The test shall be administered on the basis of a conditional offer of employment as determined by department Chief, Director or designee.
3. Applicants shall be disqualified from further consideration for employment should they refuse to submit to a required drug test or fail a drug test.

### B. Reasonable Suspicion Drug Testing

1. Supervisory and command personnel may request the Chief, Director or designee, to order a drug test of any employee when there is reasonable suspicion to believe the employee is under the influence of or abuses a drug or controlled substance.
2. A written summary of the facts supporting the request shall be forwarded to the Chief, Director or designee, and a summary of pertinent facts provided to the employee prior to conducting any test. If the test is required to be administered immediately, the summary may be presented verbally. In this case, written documentation shall be submitted as soon as practical.

3. Reasonable suspicion to request a drug test is based on a totality of circumstances that include but are not limited to:
  - a. unsatisfactory job performance or attendance;
  - b. abnormal conduct or aberrant behavior;
  - c. information provided by reliable and credible sources; and/or
  - d. observed difficulty or unusual speech, concentration, movement or the behavior characteristics symptomatic of drug or controlled substance usage.
4. An employee, under reasonable suspicion, may be reassigned, pending the outcome of a drug test. However, under the most egregious circumstances, an employee may be suspended.

#### C. Drug-Test Results

1. Drug test results and records shall be stored and retained in compliance with law.
2. Test results, in and of itself, will not be used to initiate a criminal investigation.

### VI. PROCEDURES – ALCOHOL TESTING

#### A. Reasonable Suspicion Alcohol Testing

1. Reasonable suspicion to request an alcohol test is based on the totality of circumstances that include but are not limited to:
  - a. Unsatisfactory job performance or attendance;
  - b. Abnormal conduct or aberrant behavior;
  - c. Information provided by reliable and credible sources;
  - d. Observed difficulty or unusual speech, concentration, movement or the behavior characteristics symptomatic of controlled substance use; and/or
  - e. The odor of alcohol on the employee's breath.

## B. Alcohol Testing Procedures

1. Supervisors shall order a preliminary breath test (PBT) when they have reasonable suspicion that an employee is under the influence of or abuses alcohol.
2. In the event that a PBT is refused, testing will be coordinated through UHHS, Occupational Health Services, or other participating regional hospitals or third-party vendors.

## C. Alcohol Testing Results

1. Alcohol testing and results shall be stored and retained in compliance with law.
2. Test results, in and of itself, will not be used to initiate a criminal investigation.

# **POLICY PROCEDURES AND DEFINITIONS**

## I. PROCEDURES – RESPONSIBILITIES

### A. Employee Responsibility

1. All staff observing, receiving information or having personal knowledge concerning the illegal use of drugs, controlled substances, or the use/abuse of alcohol by any employee of their department shall immediately report the matter to a supervisor.

### B. Supervisor Responsibility

1. A supervisor receiving information, observing or having personal knowledge of the illegal use of drugs, controlled substances, or use/abuse of alcohol by another employee shall immediately notify their Chief, Director or designee.
2. Following notification, a supervisor shall prepare a complete written summary. This written summary is to include any actions, information or statements exactly as

observed, received or stated, being particular to include all witness information.

#### C. Withholding Knowledge

1. Employees withholding knowledge of the illegal use of drugs or controlled substances, or the use/abuse of alcohol by other employees may be subject to discipline, up to and including discharge of employment.

#### D. Duty to Report

1. Employees who come into contact with any illegal drug or controlled substance during the course of their official duties, except in those circumstances where contact is part of their normal job duties, shall notify their supervisor in writing of such contact or use as soon as is practical.
2. Employees are responsible for reporting, prior to reporting for duty, the use of any substance that may impair their ability to perform their assigned duties.

## II. PROCEDURES – EMPLOYMENT IMPACT

- A. The Michigan Medical Marijuana Act (MMMA) MCL 333.26421 prohibits the arrest and prosecution of patients or caregivers who use or possess marijuana pursuant to the provisions of the Act. Michigan enacted legislation allowing for the medical use of marijuana.
- B. In spite of the above legislation, use, possession, or production of marijuana is in violation of US Federal Law. Therefore, employees of Ann Arbor, Flint and Dearborn Department of Public Safety who use, possess, or are involved in the production of marijuana are subject to disciplinary action up to, and including discharge, regardless of the employee's compliance with the MMMA.

## PROCEDURES - CRIMINAL CHARGES

- A. In appropriate circumstances, criminal charges will be sought for violations of applicable statutes.

### III. DEFINITIONS

- A. Drug Test: The compulsory production and submission of urine or submission to a breathalyzer, in accordance with departmental procedures, to detect prohibited drug usage. While this policy generally provides for only the submission of urine for detection and analysis of controlled substances, there may be times when an employee may be required to provide blood or other test samples for the same purposes.
- B. Sensitive Employment Positions: Non-sworn employees working in positions accessible to restricted or confidential information and/or who are members of the collective bargaining agreement, or designated as such by state law or the agency chief executive.
- C. Random Selection: A method of selection in which each and every employee in selected employee classifications has an equal chance to be selected for drug testing each and every time a selection is conducted.
- D. Controlled Substance: Any substance which is illegal to consume, possess, manufacture or distribute or any psychoactive substance drug or medication that requires the prescription of a licensed medical practitioner.
- E. Drug: Any substance including, but not limited to, narcotics, controlled substances or alcohol that is restricted or prohibited by this policy.
- F. Substance Abuse: A maladaptive pattern of use of a substance that is not dependent.

For the University

Sabrina G. Owens  
Sabrina G. Owens,  
Associate Director, Labor Relations

October 29, 2013  
Date

For POAM:

Wayne Beerbower  
Wayne Beerbower  
Business Representative

October 29, 2013  
Date

**MEMORANDUM OF UNDERSTANDING #24**

**TEMPORARY ASSIGNMENTS OUTSIDE  
OF THE BARGAINING UNIT**

403 This memo is to serve as a letter of understanding acknowledging the process to be used when a bargaining unit member is temporarily assigned to a position outside of the bargaining unit:

1. Person will be officially reclassified into a title outside of the bargaining unit;
2. Union dues will cease;
3. Person will **not** be represented by the Union while in this assignment;
4. Maximum length of assignment is one year;
5. The Department will maintain an official record of "exception time" to both Bargaining Unit and Classification Seniority, which are used to determine such seniority-based selections as vacation picks, overtime selection, special assignments, etc.

For the University:

*Sabrina G. Owens*  
Sabrina G. Owens,  
Associate Director, Labor Relations

*May 12, 2014*  
Date

For POAM:

*Wayne Beerbower*  
Wayne Beerbower  
Business Representative

*May 12, 2014*  
Date

## LETTER OF UNDERSTANDING

The University commits to conducting an organizational analysis on the feasibility of creating a new/additional Security Officer classification based on job qualifications, responsibilities, associated licensing and/or certifications.

For the University:

*Sabrina G. Owens*  
Sabrina G. Owens,  
Associate Director, Labor Relations

*November 26, 2013*  
Date

*Stacy Moore*  
Stacy Moore, HR Officer  
Division of Public Safety and Security

*November 26, 2013*  
Date

For POAM:

*Wayne Beerbower*  
Wayne Beerbower  
Business Representative

*November 26, 2013*  
Date

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