

AGREEMENT

between

THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

and

United Physician Assistants of
Michigan Medicine,
AFT Local 5297, AFL-CIO

Executed June 2, 2024

Expires June 2, 2027



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PURPOSE

UPAMM and the University remain jointly committed to working collaboratively to most effectively deliver high quality, affordable health care and to prevail in our new, highly competitive environment. It is further our goal to demonstrate that labor-management collaboration produces superior health care outcomes, market leading competitive performance, and a superior workplace for our employees.

In this spirit and with this intent, the University and UPAMM agree to work collaboratively in pursuit of our common goals to:

- Improve the quality of health care for our patients and the communities we serve;
- Ensure that healthcare is affordable for our patients and the communities we serve;
- Assist the health system in achieving and maintaining market leading competitive performance;
- Make the health system the employer of choice;
- Involve PAs in decision-making that impacts their working conditions.

ARTICLE 1. RECOGNITION

- A. Pursuant to and in conformity with the voluntary recognition granted by the University of Michigan on June 30, 2020, the University recognizes United Physician Assistants of Michigan Medicine, AFT Local 5297, AFL-CIO ("UPAMM," "the Union") as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Employees in the following bargaining unit:
- B. All full-time and regular part-time Physician Assistants employed by the University of Michigan, but excluding supervisors, confidential Employees, and all other Employees.
- C. A copy of the letter granting voluntary recognition is included in Appendix A.

ARTICLE 2. MANAGEMENT RIGHTS

- A. 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 control of property and the composition, assignment, direction and determination of the size and type of its working forces; 2) the right to determine the work to be done and the standards to be met by Employees covered by this Agreement; 3) the right to change or introduce new operations, methods, processes, means or

facilities, and the right to determine whether and to what extent work shall be performed by Employees; 4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off Employees; 5) the right to determine the qualifications of Employees, and to suspend, discipline and discharge Employees for cause and otherwise to maintain an orderly, effective and efficient operation.

- B. When decisions or changes made by management impact Employees' wages, hours, working conditions, or other mandatory subjects of bargaining, the parties acknowledge management's responsibility and the Union's right to bargain over the impacts of these decisions or changes on Employees. The University commits to abide by the laws of the Public Employment Relations Act regarding these matters.

ARTICLE 3. NO STRIKE/NO LOCKOUT

- A. The Union and its officials, and/or its affiliates agree not to cause, support, encourage or condone any action against or any interference with the operations of the University during the term of this Agreement, nor shall any Employee or Employees concertedly take part in such an action. Interference with the operations of the University includes, but is not limited to strike, work stoppage, sit down, slow down, curtailment of work, or restriction of production at any location on the University premises or restriction to the unlimited right of ingress and egress of University premises.
- B. In the event of any such action or interference and on notice from the University, the Union, without any delay, shall take affirmative steps to prevent and bring about the termination of such action or interference.
- C. The Employer shall not lock out any Employees during the term of this Agreement.

This Article shall be binding on both parties during the term of this Agreement, or any extension of the Agreement.

ARTICLE 4. NON-DISCRIMINATION

SECTION 1.

- A. The University and the Union agree that there shall be no discrimination in the application of the provisions of this Agreement because of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight or veteran status. Further, Employees shall not be subject to sexual harassment.
- B. The parties agree to that the definition of "prohibited conduct" utilized in the applicable University of Michigan Policies as it pertains to sexual and gender-based misconduct and Title IX misconduct shall apply.

- C. References to “she,” “he,” or “they” in this agreement should be considered interchangeable even when referring to an individual physician assistant without intention to distinguish among individuals based on gender or sex, and without intention to apply an inappropriate identifier to an individual who may choose not to use one of the above pronouns.

SECTION 2.

- D. Neither the University nor the Union, shall discriminate against, intimidate, restrain, coerce or interfere with, any Employee because of, or with respect to, lawful labor organization activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.
- E. The University agrees that for those Employees covered by this Agreement, membership in the Union is a matter between the Employee and Union and the University shall remain neutral in regard to an Employee’s choice to become and/or remain a union member.
- F. Nothing in this Article shall be construed to prevent an Employee alleging discrimination from exercising constitutional or statutory rights, which may be available.

ARTICLE 5. CHECKOFF OF UNION DUES

SECTION 1.

- A. During the life of this Agreement and to the extent that Federal or State of Michigan laws permit:
- B. Every Employee, beginning with the month following thirty (30) calendar days’ employment in the bargaining unit, and every month thereafter, may tender to the Union uniformly designated Union dues.

SECTION 2.

- C. The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under Janus v AFSCME.
- D. During the term of this Agreement, and to the extent Federal or the State of Michigan laws permit, and as provided in this Article, the University will deduct current Union dues from the pay, if any, of each Employee who voluntarily executes and delivers the deduction authorization form provided by the Union. In the event the Union utilizes electronic signatures for authorization, the University will accept the electronic signatures, provided that the Union is able to provide means for verification of the electronic signature in a manner that is consistent with the applicable law.
- E. The parties agree it is the sole responsibility of the Union to make certain its Voluntary Authorization for Dues Deduction complies with applicable laws.

- F. An Employee may revoke their Voluntary Authorization for Dues Deduction at any time by providing 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 Payroll Office at least 30 days prior to the last payday of the calendar month.
- G. The following certification form shall be used by the Union when certifying membership dues. The selection of either a flat dollar amount per month or a percentage of earnings method of calculating dues must be uniform for all unit members.

CERTIFICATION OF FINANCIAL OFFICER OF ASSOCIATION

I certify that the membership dues for the United Physician Assistants of Michigan Medicine is \$___/___% of earnings per month.

Date_____ Signature _____

Financial Officer

Date Delivered to the University _____

- H. Payroll deductions shall be made only from the pay due Employees on the last pay day of each calendar month; provided, however, the initial deduction for any Employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Dues Deduction" form and (2) the amount of the monthly membership dues certified by the financial officer 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 fee 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.
- I. All sums deducted by the University shall be remitted via electronic transfer to the Union's account, by the fifteenth (15th) calendar day of the month following the month in which the deductions were made. A list of names and the amount deducted for each Employee for whom a deduction was made shall be provided to the Union.
- J. 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 on reliance on any notice, certification, or authorization furnished under this Article. The Union specifically agrees to indemnify and hold the University harmless for any liability including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under Janus v AFSCME.
- K. The Union specifically agrees to make whatever adjustments are necessary directly with any Employee who may, as a result of this deduction procedure, pay more or less than the Union's annual membership dues.

ARTICLE 6. BULLETIN BOARDS

- A. The University will provide UPAMM with space of not less than twelve (12) locked bulletin boards, in mutually agreeable non-patient care locations. UPAMM will be furnished with a list of locations and one key for the locks. Prior to the placement of a new bulletin board or a change in location of an existing bulletin board, the University will discuss the matter with UPAMM to find a mutually agreeable location. These bulletin boards will be for the exclusive use of UPAMM. The size of these boards shall be sufficient to post four (4) 8-1/2 by 11 inch sheets
- B. Prior to the opening of any new work location or facility to which Physician Assistants are assigned, Management and UPAMM shall meet to discuss the location and number of additional bulletin boards for any such location or facility.
- C. Any material posted must be authorized by the Union and designated as an official Union publication. The following types of notices shall be permitted to be posted in the designated bulletin boards:
 - 1. Recreational, educational, and social events of the Union;
 - 2. Union meetings;
 - 3. Union elections, appointments;
 - 4. Results of union elections.
- D. It is understood that such notices shall not be derogatory or inflammatory.
- E. In the event a dispute arises concerning the appropriateness of material posted, the UPAMM President shall be advised of the nature of the dispute. If the dispute is not resolved within forty-eight (48) hours, the notices shall be removed from the bulletin boards until the dispute is resolved.

ARTICLE 7. LABOR MANAGEMENT COMMITTEE

- A. In the interest of sound labor-management relations, the Employer and Union shall meet at agreed-upon dates and times for the purpose of discussing those matters outlined in Section E below. Meetings held pursuant to this Article will be held once every month. Additional ad hoc meetings may be scheduled by mutual agreement of the parties. The Labor-Management Committee shall be comprised of six (6) representatives of the University and up to six (6) representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings. The six (6) representatives for the University and up to six (6) for the Union, once appointed, shall serve for the term of this Agreement. In the event an individual representative is no longer able to serve on the Committee due to a change in circumstances (for example, the individual resigns from the University), a replacement may be appointed to fulfill the remainder of the term.
- B. The University will provide paid release time from regularly scheduled work hours for UPAMM members participating in LMC meetings.

- C. Release time for regular LMC meetings must be requested at least seven (7) weeks prior to each meeting. The parties agree to establish a meeting schedule sufficiently in advance to allow for such notice. In the event of an ad hoc meeting where seven (7) weeks' notice is not possible, the Employer will cooperate with Employees in attempting to modify work schedules to support participation in the meeting, provided that patient appointments and procedures may not be canceled or bumped.
- D. To the extent Employees are participating in LMC on their own time and not during scheduled work hours, the University will not compensate Employees for time spent on LMC outside of their regularly scheduled work day.
- E. At a reasonable time in advance of a Labor Management Committee meeting, the parties shall exchange agendas, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:
 - 1. Administration of this Agreement, including but not limited to topics referred to the LMC by another Article of this Agreement;
 - 2. Changes which might affect bargaining unit members, including but not limited to institutional compliance with regulatory and statutory requirements;
 - 3. Grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
 - 4. Workplace concerns that address issues related to workload, improved patient outcomes, and PA job satisfaction;
 - 5. Topics referred to the LMC by other Articles of this Agreement; and
 - 6. General information of interest to the parties;
 - 7. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members; and
 - 8. Other matters of mutual interest to the parties.

It is understood that discussions in LMC do not constitute negotiations and that the parties have no authority to modify the terms of this Agreement.

- F. The Parties shall work in a productive and efficient manner during the Labor Management meetings. The meetings should be solution-based, and the parties will agree on next steps and action items prior to the next meeting for efficiency. Each action item will have a designated person(s) that is responsible for follow up and resolution of the tasks.
- G. Meeting Minutes that will contain the agenda, action items and follow up task to be completed will be provided to LMC members within seven (7) calendar days following the meeting.
- H. By mutual consent, the LMC may refer issues to other committees or create a subcommittee of the LMC.

ARTICLE 8. RELEASE TIME FOR UNION OFFICIALS

- A. During the term of this Agreement, the Employer shall provide a designated group of union officials (hereinafter the "Designated Officials") with release time from their regularly assigned hours of work, without loss of pay, benefits, or seniority, for the purpose of administering this Agreement. The Designated Officials shall consist of no more than five (5) designated elected officers of the Union or stewards, who will be eligible to use a combined twenty (20) hours of paid release time per week for Union activities directly related to the implementation and administration of this Agreement (for example, preparing for meetings with management, or meeting with Employees to prepare for investigatory, disciplinary, or grievance meetings, etc.). The spirit of the hours are that it provides the flexibility to represent members each day of the workweek.
- B. The Union shall notify the Employer in writing of the names and roles of the Designated Officials, and shall promptly notify the Employer in writing of any change. The paid release time for each Designated Official must be scheduled on a recurring day and time each week, to be established by mutual agreement with their supervisor. If there is a dispute between the Designated Official and the supervisor regarding release time and the effect on patient care, the issue may be taken up between the UPAMM President and the Director of Labor Relations for resolution.
- C. When a Designated Official requests or is needed for a meeting, the Employer agrees to make all reasonable efforts to schedule the meeting during the scheduled release time. In the event a Designated Official's participation is required on an urgent or emergency basis outside of the scheduled release time, the Designated Official may request to be released from their duties to attend these meetings. In these emergent situations paid release time will be granted to the Designated Official, regardless of if the maximum weekly paid release time has been met, provided they have arranged appropriate coverage for any clinical responsibilities, and such requests shall not be unreasonably denied.
- D. In the event a Designated Official's participation is required in a Step 2 or Step 3 grievance meeting as set forth in Article 16, the parties will make reasonable efforts to schedule the grievance meeting during the Designated Official's scheduled release time. If it is impracticable to do so, the parties shall first attempt to schedule the grievance meeting outside of the Designated Official's scheduled work hours. If this is not possible, then the Designated Official may request to be released from their duties, provided they have arranged appropriate coverage for any clinical responsibilities, and such requests shall not be unreasonably withheld.
- E. The Designated Officials shall record all used release time, either scheduled or unscheduled, under an appropriate timekeeping code designated by the Employer.
- F. Release time provided for in this Article shall not be utilized for participation in the Labor-Management Committee.

ARTICLE 9. COMMITTEES

- A. The University and UPAMM recognize that changes in the health care delivery system continue to occur and both parties have a common interest in providing safe, high-quality patient care. The parties recognize that active participation by physician assistants can improve staff engagement, as well as ensure safe, high-quality patient care. The parties also recognize the importance of supporting diversity, equity, and inclusion through participation in committees.
- B. UPAMM will appoint the physician assistants to those standing clinical and operational committees that currently have bargaining unit member representation. The parties agree to work together in Labor Management Committee meetings to identify other clinical and operational committees to which UPAMM may appoint a bargaining unit member representative. Joint committees can be established to address issues regarding the clinical and operational practices, patient care, research, clinical trials, PA education, or any other subject matter that involves Michigan Medicine BASE Priorities (Belonging, Access, Safety, Quality and Experience).
- C. Employees serving on committees pursuant to this Article will be released with pay from their assignments to attend such meetings.
- D. In providing for representation on committees, the union agrees to utilize a process whereby bargaining unit members who are elected or appointed have the appropriate expertise needed to give meaningful input in furtherance of the charge of the committee. If the bargaining unit member has active discipline, the physician assistant's manager may consider discussion with the union about the Employee's ability to serve on a committee.
- E. Bargaining unit representatives on committees may serve on time-limited task forces and work groups that report back to those committees, but may not be required to do so.
- F. Task forces or work groups that address issues that pertain to wages, hours, or working conditions shall have a bargaining unit representative.
- G. The role of bargaining unit members on committees is to provide professional insight on matters over which they have expertise. Discussions in committee meetings shall not replace formal bargaining that may be required over matters involving wages, hours, terms and conditions of employment.

ARTICLE 10. ORIENTATION

- A. The University provides newly hired physician assistants with a specific physician assistant orientation that is held over an online video conferencing service. The Union shall be provided an opportunity to meet with the physician assistants who participate in this orientation at the conclusion of the University's scheduled activities. Prior to concluding the scheduled activities, an Employer representative will introduce a Union representative, at which time the Union representative will invite the physician assistants to the Union event on a separately provided video conferencing link.

- B. In the event the Employer resumes in-person physician assistant orientation sessions, the Employer will work with the Union to provide a space to meet with new physician assistants for purposes of providing a union orientation at the conclusion of the scheduled activities for physician assistant orientation. Prior to concluding the in-person orientation, an Employer representative will introduce a Union representative, at which time the Union representative will invite the physician assistants to the Union event.
- C. The Employer will distribute a copy of this Agreement to all Employees entering the bargaining unit.
- D. The Union may distribute any and all materials it prepares regarding UPAMM and membership, including membership forms.

ARTICLE 11. LISTS AND INFORMATION

SECTION 1. MONTHLY LISTS

- A. The University shall furnish UPAMM with the following information, when available, on a monthly basis in a mutually agreed-upon electronic format:
 - 1. A list of all Employees in the bargaining unit, including for each Employee:
 - 1. First and Last names
 - 2. EMPID
 - 3. Job Code Description and/or market title where available
 - 4. Job Code
 - 5. Rate of pay
 - 6. FTE
 - 7. Uniqname
 - 8. University e-mail address
 - 9. Date of hire
 - 10. DEPT Description
 - 11. Work Address where available/on file
 - 12. Home phone if available
 - 13. Cell phone if available
 - 14. Current home address or address on file with institution
 - 2. A list of all Employees terminated during the previous calendar month.
 - 3. A list of all Employees transferred out of the bargaining unit during the previous calendar month.
 - 4. A list of all Employees on unpaid leave of absence.

SECTION 2. NEW HIRES

- B. The University will provide the name, telephone number, username, and University email address of any new hire or transfer into the bargaining unit at least one week prior to the date of entrance into the bargaining unit, when possible, or as soon as practicable.

SECTION 3. CONFIDENTIALITY

- C. UPAMM shall retain the information above in confidence and disclose it only to those members of UPAMM whose Union duties require them to have such information.

SECTION 4. INFORMATION REQUESTS

- D. Upon written request from the Union, the University will provide the Union with information which is necessary for the purposes of collective bargaining.

ARTICLE 12. PROBATIONARY EMPLOYEES

- A. An Employee is a probationary Employee for the Employee's first six (6) calendar months of employment at the University. The University may discontinue an Employee's probationary period at any time by written notice to the Employee.
- B. Between three (3) months and four (4) months after the start of the probationary employment, the Employee's supervisor or designee will meet with the Employee to provide feedback on their performance, and will provide a written mid-probationary period evaluation. This provision does not prevent the Employer from providing a probationary Employee with other evaluative feedback or coaching at any time during the probationary period, including but not limited to Focused Professional Practice Evaluation (FPPE) and Ongoing Professional Practice Evaluation (OPPE).
- C. Probationary Employees may participate in the benefits and programs for which they are eligible. Probationary Employees who utilize leaves during their probationary period will have their probationary period extended for the length of the absence.
- D. No matter concerning the discipline, layoff or termination of a probationary Employee shall be subject to the Grievance and Arbitration Procedures. The Union will receive a copy of the termination notice. Following the termination of a probationary Employee, at the request of the Union, the University shall meet and discuss the reasons for the termination with the Union president, provided the Union makes such a request within three (3) business days following receipt of the termination notice.
- E. A probationary Employee shall have no seniority, except as otherwise provided in the Agreement until the probationary Employee has completed the probationary period. Upon completion of the probationary period, the Employee will acquire seniority from the Employee's date of hire.

- F. A probationary Employee is eligible to bid on other open positions during the probationary period, pursuant to the University's standard application procedures. It is understood that Employees opting to bid will not receive preferential treatment or consideration for any open position compared to other candidates. An Employee who transfers prior to the successful completion of their probationary period will start a new six (6) month probationary period in the position to which they transfer. A probationary Employee is limited to one (1) such transfer.

Article 13. SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION 1. DEFINITIONS

- A. For the purpose of this Agreement, the following definition shall apply:
- B. "Seniority" means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, layoffs and other periods of absence authorized by and consistent with this Agreement. "Seniority" does not include temporary employment.

SECTION 2. LOSS OF SENIORITY

- C. An Employee shall lose seniority and no longer be an Employee if:
 - 1. The Employee resigns or quits;
 - 2. The Employee is discharged or terminated;
 - 3. The Employee loses, or otherwise allows their State of Michigan Physician Assistant License to lapse;
 - 4. The Employee's medical staff privileges have lapsed without renewal, have been relinquished or have been terminated pursuant to a final decision on status of privileges under the Medical Staff Bylaws, policies and procedures;
 - 5. The Employee retires;
 - 6. The Employee fails to contact their Supervisor within seven (7) calendar days after the return to work from layoff notice is issued to make arrangements for a mutually satisfactory return to work date. The notice to return shall be by email and mail addressed to the Employee at the Employee's last address filed with the Michigan Medicine Human Resources Department. At the reasonable discretion of the University, an exception may be made to the requirement that the Employee contact their Supervisor within seven (7) calendar days if circumstances beyond their control prevented such contact;
 - 7. The Employee has been on layoff for a period of time equal to the Employee's seniority at the time of the Employee's layoff or eighteen (18) months, whichever is less;
 - 8. The Employee is absent from work, including the failure to return to work at the expiration of a leave of absence, paid time off, or disciplinary lay-off for three (3) consecutive work days or work shifts without notifying the University, except when the failure to notify and work is due to circumstances beyond control of the Employee. After such absence, the University shall send written notification to the Employee by email and by mail at the Employee's last known address that the Employee has lost seniority and the Employee's employment has been terminated.
- D. A grievance involving compliance with this Section shall begin at Step Two of the grievance procedure, and may be processed through the Grievance and Arbitration Procedures by the Union only for an Employee who has lost seniority and is no longer an Employee provided it is submitted in writing at Step Two of the grievance procedure within fourteen (14) calendar days after facts have occurred giving rise to the Employee's dispute.

SECTION 3. SENIORITY CONFLICT (SAME HIRE DATE)

- E. If two Employees share the same exact hire date, seniority will be based on the last four digits of the University Employee I.D. number. The Employee with the higher number will have the greater seniority for any policies and procedures that require seniority order.

ARTICLE 14. TEMPORARY EMPLOYEES

- A. A temporary employee is an employee whose employment is:
1. in a specific position that is sporadic or casual but not limited in duration or
 2. fixed at the time of employment for:
 - a. a specific project, or
 - b. relief for regular Employee absences including vacations, leaves of absence or termination, or augmenting regular staff occasioned by increased workloads or other conditions that may create a short-term need.
- B. 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. If a temporary employee works an average of twenty (20) or more hours per week for a period of six (6) months, the unit workload will be evaluated to determine the need for a regular Employee. If no need exists, the temporary assignment may be extended, but only by mutual agreement.
- C. A temporary employee may not hold a position which requires work of an average of twenty (20) or more hours per week for longer than one (1) year without mutual agreement.
- D. Regular unit Employees will receive priority over temporary employees when unit work schedules are being developed, with flexibility for management to schedule temporary employees in a manner that ensures adequate staffing coverage.

ARTICLE 15. DISCIPLINE

- A. The Employer will not discharge or take disciplinary action against a non-probationary Bargaining Unit member without just cause and without notification of the Union. Disciplinary action shall be corrective and progressive in nature rather than punitive; and subject to just cause standards, the Employer reserves the right to issue discipline appropriate to the offense. In cases of serious misconduct, the Employer may administer accelerated discipline, up to and including discharge.
- B. After initial review and validation that the issues identified are credible, Management shall endeavor to investigate any matter that may lead to discipline in a timely, prompt and thorough manner. Anonymous complaints that cannot be substantiated shall not be the basis for discipline.
- C. The Employer reserves the right to place an Employee on a non-disciplinary paid administrative leave pending the outcome of an investigation with appropriate notification and updates to the

Union. The Employer shall not extend such leaves longer than necessary to conduct a thorough investigation and ensure the safety of patients, staff, and the Employee(s). The Employer agrees to make reasonable efforts to return the Employee to the workplace prior to the conclusion of the investigation, when possible. The Employer agrees to meet with the Union upon request to the share status of the investigation and address any concerns the Union or Employee may have.

- D. When the Employer wishes to conduct an investigatory interview with an Employee, the Employer shall inform the Employee of the purpose of the meeting with advanced notice when possible. The Employer shall inform the employee “you have the right to union representation in this interview and you shall be afforded a reasonable amount of time to secure union representation.”
- E. Once the investigation is concluded, the University will notify the Employee and the Union Representative in writing of the final outcome of the investigation and any decision to discipline or discharge the Employee.
- F. When the University intends to order an Employee to leave work for disciplinary reasons, the Employee's union representative shall be notified by the University and be afforded the opportunity to consult with the Employee for a reasonable period of time before the Employee leaves the premises. If, however, the immediate removal of the Employee from University premises is necessary to prevent injury to the Employee or others or disruption of the workplace, such opportunity need not be afforded. In such a case, the University shall notify the Union of the incident as soon as possible.
- G. Records of discipline more than two (2) years old shall not be used in progressive discipline.
- H. Coaching is not a formal form of discipline and should not be part of the employee’s permanent file of record. Coaching memos will be removed from an employee’s file if the employee requests the memo to be removed.

ARTICLE 16. GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE

- A. A grievance is any difference which arises between the University and the Union or any Employee covered by this Agreement regarding the meaning or application of a provision of this Agreement. A grievance may also cover more than one Employee in cases where more than one Employee alleges a common violation of the contract has occurred. The following procedure shall be the sole and exclusive means for resolving grievances.
- B. In the event that the Union has a grievance, it shall begin at Step Three of the grievance procedure, provided the written complaint is received by the Director of Labor Relations or designee within thirty (30) calendar days of the date the Union knew, or reasonably should have known, of the facts giving rise to the complaint. Such a grievance shall be submitted by the Union President, or designee, on behalf of the Union or on behalf of more than one Employee involving a common fact situation and the same provision(s) of the Agreement.

- C. Grievances concerning discharge, disciplinary layoff, alleged sexual harassment or alleged discrimination will begin at Step 3.

SECTION 2. REPRESENTATION

- D. A Union Representative may represent an aggrieved Employee at any point in the process outlined below.

SECTION 3. INFORMATION

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

SECTION 4. PROCEDURE

STEP ONE

- F. Within twenty-one (21) calendar days of the date on which grievant knew or reasonably should have known of the facts giving rise to the grievance, the grievant shall discuss the grievance with their immediate supervisor.
- G. At the option of the grievant, the grievance may begin at a level above the supervisor involved if the grievance alleges discrimination by such supervisor. The Union has a right to be present at any grievance meeting; however, the Employee may elect to participate in the Step 1 grievance meeting without union representation if they so choose. Any resolution reached in a Step 1 grievance meeting must comport with the terms of this Agreement.
- H. The supervisor shall reply orally to the grievant within seven (7) calendar days from the date of the discussion.

STEP TWO

- I. If not satisfied with the oral answer, the grievant may appeal in writing to the Department Chair within twenty-one (21) calendar days following receipt of the answer at Step 1. If no answer is received at Step 1 within the time limit of seven (7) calendar days from the date of discussion, the union may construe the lack of response by the Employer as a denial of the grievance, and the grievant may appeal within twenty-one (21) calendar days after the due date. The written grievance will be presented on a grievance form, and shall clearly state the basis of the grievance, the specific contract provision(s) alleged to have been violated, and the proposed remedy.
- J. The Department Chair, or their designee, shall schedule a review meeting with the grievant and their union representative, if the grievant so chooses, and hear oral presentation of the grievance within fourteen (14) calendar days of receipt of the written grievance. The Department Chair, or designee, shall provide the Employee with a written response to the grievance within fourteen (14) calendar days of the review meeting.

STEP THREE

- K. If the grievant is not satisfied with the Step 2 answer, the grievant may submit a written appeal, using the grievance form, to the Michigan Medicine Director of Labor Relations, or designee within fourteen (14) calendar days after receipt of the Step 2 answer. If no Step 2 answer is received within fourteen (14) calendar days of the review meeting, the Union may construe the lack of response by the Employer as a denial of the grievance, and the grievant may submit an appeal to the Michigan Medicine Director of Labor Relations within fourteen (14) calendar days of the due date.
- L. The Director of Labor Relations, or designee, shall schedule a Step 3 meeting with the grievant and his or her union representative, within fourteen (14) calendar days of receipt of the written grievance. The University shall issue a written response to the grievance within fourteen (14) calendar days of the date of the review meeting.

STEP FOUR

- M. A grievance which is not resolved at Step 3 may be submitted to arbitration. The Union may timely submit a grievance to arbitration any time within thirty (30) calendar days after receipt by the Union of the University's written Step 3 response. In order to submit a grievance to arbitration, the Union shall file a written notice of intent to arbitrate with the Director of Labor Relations. If no such notice is given within the prescribed time limit, the grievance shall not be arbitrable.
- N. The Union and the University shall agree on a panel of Arbitrators. If an appointed Arbitrator(s) is unable or unwilling to continue this appointment, the rotating schedule shall be sequentially adjusted in order that all arbitrations are assigned to the remaining arbitrators. Upon ratification of this Agreement, the panel of Arbitrators shall be as follows: 1. Barry Goldman 2. John Obee 3. Doyle O'Connor 4. Mark Glazer 5. Deborah M. Brodsky .
- O. Either the Employer or the Union, or both, shall notify the arbitrator of their appointment, and upon their acceptance shall forward to the arbitrator a copy of the grievance, the Employer's answer at Step 3, the Union's notice of intent to arbitrate as provided in Step 4, and a copy of this Agreement. The party sending this communication to the arbitrator shall also send a copy (except a copy of this Agreement) to the other party. Upon receipt of this communication, the parties shall attempt to schedule a mutually acceptable date and time for the hearing, but in the event mutual agreement cannot be reached, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
- P. At the time of the arbitration hearing both the Employer and the Union shall have the right to examine and cross-examine witnesses.
- Q. Upon the request of either the Employer or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally. The arbitrator may also have a transcript made of the hearing, with the Employer and the Union having an opportunity to purchase their own copy

- R. At the close of the hearing, the arbitrator shall afford the Employer and the Union reasonable opportunity to furnish briefs, unless the parties and arbitrator agree to have the matter decided on the testimony and/or oral argument.
- S. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance (as defined in this Article), submitted to them consistent with this Agreement and considered by them in accordance with this Agreement.
- T. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of the Agreement.
- U. Any claim for back pay which is the result of improper time recording, calculation of pay, step or salary schedule placement shall be limited to a maximum of twelve (12) months immediately prior to the date the Step 1 grievance was initiated pursuant to this Article.
- V. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative.
- W. It is expected that the arbitrator shall render a written decision with thirty (30) calendar days of the hearing, or otherwise as soon as possible.
- X. The arbitrator's decision, when made in accordance with their jurisdiction and authority established by this Agreement, shall be final and binding upon the Employer, the Union, and the Employee or Employees involved.

SECTION 5. TIME LIMITS

- Y. The time limits set forth in this Article may be extended only by mutual agreement of the parties. Whenever time limits are used in this Article, actual electronic email transmission timestamp or a postmark, if mailed, will control.

SECTION 6. WITHDRAWAL OF GRIEVANCES

- Z. The Union may withdraw any single or multiple grievance at any step of the Grievance Procedure by notifying the Employer in writing.

SECTION 7. RELEASE TIME FOR PARTIES

- AA. Grievants and their union representatives will participate in the grievance process outlined above on paid working time. In the event a grievance is scheduled for arbitration, the grievant, if still employed by the Employer, and not suspended, will be released to attend the arbitration hearing, without a loss of pay, if the grievant's attendance at the hearing takes place during scheduled work hours. Similarly, upon two (2) weeks' advance notice, any bargaining unit members who are called as witnesses at an arbitration hearing will be released, without loss of pay, to testify, if the hearing takes place during their scheduled work hours, but only for the period of time required for their testimony, including any travel time required. The parties will cooperate in minimizing the hearing's interference with the Employer's operations.

SECTION 8. TITLE IX MISCONDUCT CASES

- BB. The parties agree that in matters involving a Title IX Misconduct complaint involving an Employee, the Employer's procedures will conform to the relevant Title IX statute and regulations.

ARTICLE 17. PERSONNEL RECORDS

- A. For the purposes of this Article, "personnel records" shall be defined pursuant to Section 423.501(c) of the Bullard-Plawecki Employee Right to Know Act, Act 397 of 1978. The Employer will maintain personnel records for each Employee. The Employee shall have the right to add material to their personnel record, including but not limited to documentation of service or professional awards, nominations, or achievements.
- B. Anonymous communications shall not be placed in an Employee's personnel record.
- C. The University will notify the Employee of any discipline related communication or documents that will be placed in their personnel file prior to the filing.
- D. The Employee shall have the right to place, in the personnel record, a written response to any document contained in his or her personnel record.
- E. The Employee shall have the right to review his or her personnel record at a reasonable time and place and in the presence of a designated Employer representative.
- F. Upon request, the Employer shall provide the Employee with a copy of part or all of his or her current personnel record, subject to a standard duplication fee.
- G. Access to personnel records shall be limited to those individuals whose role requires such access in connection with their University responsibilities.

ARTICLE 18. ATTENDANCE

- A. Regular and prompt attendance is an expectation of University employment. To compensate for unexpected and unforeseen circumstances, Paid Time Off (PTO) is afforded to Employees as provided for in Article 28 of this Agreement.

- B. Unscheduled PTO is PTO requested less than 48 hours in advance (excluding weekends and holidays). Unscheduled PTO will be approved for any day on which an Employee is absent from work due to illness or other unforeseen event, if notice of the need for unscheduled PTO is provided to the Employee's supervisor or designee as soon as practicable before the start of the Employee's scheduled work time and consistent with the call-in procedures specified by the Employee's department.
- C. Employees are responsible for maintaining an adequate balance in their PTO accounts for use in unscheduled cases. Employees who have demonstrated abuse or patterned use of unscheduled PTO, or who are chronically late or depart early shall be subject to discipline, up to and including discharge. This shall be subject to standard discipline procedures that will aim to be corrective rather than punitive in nature. Pursuant to Article 15 Discipline management will notify the employee of their right to Union representation. It is understood, however, that occasional use of unscheduled PTO, or arrival or departure outside of scheduled shifts, is not considered disciplinary under this paragraph if coordinated in advance with the supervisor or manager, or their designee, in the following circumstances:
 - 1. PTO or other time allowed to be taken in response to low patient census;
 - 2. Remote work, including designated Administrative Time if applicable;
 - 3. Instances in which flex time is arranged with the supervisor or manager, or their designee.
- D. Instances of No-Call/No Show may result in accelerated discipline.

ARTICLE 19. COLLABORATIVE PRACTICE

- A. The Employer and Union agree that it is in the best interest of the Employer, Employees, and patients for Employees to maximize their level of practice. To the extent possible, the Employer shall encourage the utilization of Employees at the top of their license and scope of practice for their role, within the boundaries of approved clinical privileges, and with the goal of enhancing Employee autonomy. Sharing or splitting of patient care visits with physicians will occur when medically necessary on a visit-by-visit basis.
- B. Although the Employer's policies must be consistent with the applicable legal and regulatory framework in which the organization operates, it is not the intent of the Employer to utilize language in its governing documents, policies, or guidelines that is unnecessarily restrictive. In the event UPAMM identifies language used in the Employer's governing documents and policies that appears more restrictive than what state law, federal regulations, accrediting agency rules, and/or payer policy allow, UPAMM may propose revisions for consideration through the Labor Management Committee. The Employer agrees to consider these proposals in good faith and provide feedback.
- C. Physician Assistants shall be enrolled with eligible health plans to enable billing for all eligible services by the Physician Assistant in accordance with federal regulations and rules set forth by third party payers.

- D. The University and Union agree to continue collaborating on topics of mutual interest regarding optimizing PA practice and autonomy. This will include standing agenda item(s) on monthly LMC meetings, and may include creation of ad hoc work groups or meetings that include invested parties with decision making authority.

ARTICLE 20. JOB POSTING AND SELECTION PROCESS

- A. The University will post open positions in the following manner:
- B. The position “Physician Assistant” will be posted in those instances in which the work involved is uniquely appropriate to be performed by a person who is qualified as a Physician Assistant.
- C. A posting for an “Advanced Practice Professional” is one for which the body of work is reasonably undertaken by a physician assistant or another non-physician professional credentialed to perform delegated medical functions.
- D. When the University posts a position for a non-physician professional credentialed to perform delegated medical functions, physician assistants may also apply and be considered.
- E. Postings for all such positions will clearly describe the required and desired qualifications that will be the selection criteria.
- F. New graduate applicants who have completed student rotations at the University will be given consideration.
- G. Hiring decisions will be made using most qualified selection criteria. If the Physician Assistant applicants are equally qualified, then the selection will be made on the basis of seniority, highest to lowest. If two candidates are from different classifications (i.e., one PA and one NP) and are determined to meet the minimum required qualifications, seniority shall not be utilized as a tie-breaker between the two candidates.
- H. Internal candidates who interviewed for a regular job opening, and are not selected for the regular job opening will be notified as to the reasons for not being selected, including the specific nature of the differences in desired qualifications related to the selected candidate, as soon as practicable after the decision.
 - 1. Internal candidates who desire additional information about the position or their candidacy may contact the Human Resources Office or their supervisor if the opening was within the Physician Assistant’s department. Internal PA candidates who were not selected for an interview will receive notification that they will not be moving forward in the process.
 - 2. Employees who are involved in interviewing candidates for posted positions will be educated about the interview process including the philosophy and principles of the applicable language of this Agreement, required and desired qualifications.
- I. Internal transfers should normally occur within four (4) weeks unless mutually agreed upon by both departments and the Employee.

ARTICLE 21. PERFORMANCE EVALUATIONS

- A. A performance evaluation of each Employee will be conducted annually. Performance evaluations will be based on measurements and performance standards established for each unit.
- B. The evaluation tool for each unit, including performance standards, shall be prepared by the Employer. The Union shall be provided a reasonable opportunity to provide feedback or comments on any revisions to the evaluation tool, although the Employer retains discretion to determine the content and format of the evaluation tool. Each evaluation will include examples of Employee strengths and weaknesses, and will identify professional activities, goals, and the means to achieve them.
- C. If a performance improvement plan is necessary, the Employee shall be afforded an opportunity to ask questions and provide feedback on the plan before it is finalized. The supervisor and the Employee shall endeavor to reach a mutual understanding of what success looks like.
- D. Annual performance evaluations shall not be the basis for discipline.
- E. The Employer will endeavor to ensure that Employee evaluations are conducted by a member of management who is a Physician Assistant or a collaborative physician. In cases where this is not possible, the evaluation process shall include participation by a supervising Physician Assistant or collaborative physician.
- F. An Employee signature on the annual evaluation does not necessarily indicate agreement with the evaluation. At the Employee's option, the Employee may submit a written statement of their own perspective regarding the annual evaluation; this statement will be attached to the evaluation in the Employee's employment file.

This Article does not apply to Focused Professional Practice Evaluation (FPPE) and Ongoing Professional Practice Evaluation (OPPE).

ARTICLE 22. WORKPLACE SAFETY

SECTION 1. ENVIRONMENT

- A. The University shall provide for the safety of Employees during the hours of their employment. Employees are encouraged to address safety concerns directly with their managers or supervisors; however, the University, through the Michigan Medicine Human Resources Department, will also receive and facilitate communications with stakeholders concerning unsafe conditions or other safety ideas from any Employee or the Union.
- B. In the event an Employee does not have access to an area to secure their personal belongings, the University will provide lockable storage space for such purposes.

SECTION 2. WORKPLACE VIOLENCE

- C. The University shall maintain an environment that is safe and free from violence or threatening behavior. All University community members share the responsibility and are expected to maintain a climate of behavior that does not tolerate acts of bullying, violence, threats and aggression. Acts of violence and aggression include verbal or physical actions that create fear or apprehension of bodily harm or threaten the safety of an Employee, supervisor, co-worker, patient, general public or the University community at large.
- D. If an Employee experiences, witnesses or suspects violent behavior or acts of aggression, that Employee shall seek assistance immediately from Security, the appropriate manager, supervisor, or administrator. If a situation occurs and it is necessary, the Employee may leave the immediate area and go to a location of safety, after having assured patient safety to the extent possible. The Employee must notify the appropriate management representative of the situation and collaboratively determine next steps. For incidents requiring immediate assistance, security or the designated local authority should be contacted, as appropriate. Any member of the community can report an incident and seek assistance. It is expected that Employees experiencing acts of violence or aggression will complete and submit an incident report so that the University can determine and understand the factors contributing to the occurrence of these incidences and work as a community to eliminate them. The University will investigate every incident and take the appropriate action to prevent recurrence.
- E. The parties recognize that an Employee has the right to notify the police if he/she is physically assaulted. The Employer will not tolerate retaliation against an Employee who invokes this right or seeks redress through the legal system.

SECTION 3. JOB-RELATED INJURY

- F. Employees must have approval to leave the unit, from their supervisor or designee, before utilizing the Occupational Health Services or other designated location. Whenever an Employee requires emergent health care or during hours when the Occupational Health Service is not open, Employees may be referred by their supervisor to Emergency Services. Workers' Disability Compensation benefits for an Employee's work-related injury or illness shall be administered pursuant to federal and state law and University policy.

SECTION 4. HEALTH AND WELLNESS RESOURCES

- G. Employees will have access to purchase membership at the UH South Wellness Center on the same terms and conditions as non-bargained-for employees.

SECTION 5. SLEEP

- H. If an Employee is assigned an in house call adjacent to a regular shift, or is required to work extended hours where they may become too fatigued to safely drive home, the Employer's department will collaborate with the Employee to identify appropriate space for rest.

SECTION 6. SEXUAL AND GENDER BASED MISCONDUCT

- I. The University and UPAMM are committed to creating and maintaining a safe and non-discriminatory campus that is free from Sexual and Gender-Based Misconduct.
- J. All University community members share the responsibility and are expected to maintain a climate of behavior that does not tolerate acts of Sexual and Gender-Based Misconduct. All members of the University Community are encouraged to take reasonable and prudent actions to prevent or stop such behavior.
- K. The University will follow the specific procedures for assessing, reviewing and resolving “Prohibited Conduct” as defined and outline in the University of Michigan Policy on Sexual and Gender-Based Misconduct 601.89 (Policy on Sexual and Gender-Based Misconduct, Standard Practice Guides – University of Michigan)

ARTICLE 23. PHYSICIAN ASSISTANT IMPAIRMENT AND DRUG TESTING

- A. The parties agree that the Michigan Medicine Practitioner and Medical School Faculty Impairment Policy and Procedure, 04-06-046, shall continue to apply to all Employees who have privileges at the University of Michigan Hospitals (UMH).
- B. Employees of University Health Services (UHS), or any other Employee who does not have privileges at UMH, will be subject to the University of Michigan Alcohol and Other Drug (AOD) Policy for Students, Faculty, and Staff, and the University Health Services Management of Incapacitated or Impaired Health Care Professionals policy, if applicable.

ARTICLE 24. EMPLOYEE ASSISTANCE PROGRAMS

- A. The Employer and the Union agree that the health and well-being of Employees is a top priority at the University of Michigan. The Employer recognizes that Employees may experience challenges in work, health, and life that may affect their work and personal lives. The Employer’s counseling and consultation services shall provide at no cost mental and emotional support, assessment, information, problem resolution and, if necessary, referral to other resources.
- B. These Employee Assistance Program (EAP) on-site services are delivered by two offices: The Faculty and Staff Counseling and Consultation Office (FASCCO) for Employees of the central campus and Medical School, and the Office of Counseling and Workplace Resilience for Employees of Michigan Medicine. Employees who are employed in central campus departments or Medical School may utilize the services of either FASCCO or OCWR, at their discretion. Both provide support and assistance to Employees in resolving personal or work related concerns. By providing compassionate confidential and professional short-term counseling, coaching, stress debriefing, training and consultation services to Employees and benefit-eligible adult dependents and departments, the Employer supports individuals in developing and fostering strengths and resilience to enhance their personal and professional lives.

SECTION 1. REGULATIONS: TIME OFF

- C. Paid release time shall be available to all Employees (including those employed in University Health Services) attending the initial assessment session when a mutually convenient time has been pre-arranged with a supervisor or department chair. When additional sessions are desired or when an individual wishes to attend an assessment session without the knowledge of their department, the individual may schedule the meeting on their own time or may request the use of PTO and/or accrued vacation time.
- D. When Employees are impacted by any trauma event or critical incidents in the workplace, the Employer will endeavor to provide stress debriefings and other support and counseling as described above available on a timely basis, which may occur during work time for those that have faced a traumatic event in the workplace. If the sessions occur during working hours of the affected employee, the employee shall suffer no loss time to attend the sessions. No additional compensation will be granted if the sessions occur at a time the employee is not scheduled to work, and the employee chooses to attend the session.

SECTION 2. REGULATIONS: CONFIDENTIALITY

- E. Counseling and consultation services shall be confidential. The release of information can only occur with the PA's written permission, except for the following reasons where it may be necessary to share information on a need to know basis:
 - 1. If a client threatens to harm him/herself or others or discloses that s/he has done serious physical harm to another individual.
 - 2. If a client tells the counselor about physical and/or sexual abuse of a child or vulnerable adult (an adult who is not able to make an informed choice, example: an adult with a developmental disability).
 - 3. If a Court orders release of the information.

SECTION 3. REGULATIONS: RECORD MAINTENANCE

- F. All records shall be maintained solely by the EAP offices' service provider(s) and shall not be part of a client's medical or personnel record.

SECTION 4. REGULATIONS: EMPLOYMENT STATUS

- G. Seeking confidential resources is supported by the Employer. Employees will not have their employment status jeopardized or be discriminated against because they seek or receive assistance.

SECTION 5. PRACTITIONER IMPAIRMENT

H. Pursuant to the Practitioner Impairment Policy, 04-06-046, which is incorporated into this Agreement in Article XXIII and applies to all Employees with privileges at the University of Michigan Hospitals (UMH), an Employee may choose to utilize services available through the Employee Assistance Programs, as further described below. Nothing contained in this paragraph alters or supersedes the Practitioner Impairment Policy or limits the Employer's discretion in addressing issues of impairment pursuant to that Policy. Upon appropriate referral or self-referral, the Employee Assistance Programs provide services under the following general guidelines:

1. An Employee who self identifies substance abuse, and who seeks and completes treatment, will have a return to work plan coordinated by the University through the Employee Assistance Programs. The Employer will assist the Employee in identifying appropriate rehabilitative treatment programs. The terms of return to work will be tailored to the individual circumstances, and if applicable, will require compliance with requirements of any professional recovery program in which the employee is participating.
2. In seeking assistance through the Employee Assistance Programs, an Employee may select any counselor in the program who is available on a timely basis. In cooperation with the Employee Assistance Programs, the Employer shall provide a list of potential treating practitioners to whom Employees may be referred. It is understood that Employees are responsible for costs incurred either through their health care insurance coverage or otherwise. Employees who are placed on a leave of absence to seek treatment will have benefits provided pursuant to other provisions in this agreement.
3. Participation in any treatment program recommended by the Employee Assistance Programs will be voluntary. Release of information concerning an Employee's participation in this program is confidential and can occur only with the Employee's written release of information.
4. Employees will be informed of the Employee Assistance Programs during PA orientation and other appropriate methods and media.
5. An Employee referred for treatment by the Employee Assistance Programs and participating in a program will not be disadvantaged in regard to the provisions of compensation articles, Paid Time Off, or any other provision of this Agreement due to participation in that program.

ARTICLE 25. COMMUNICABLE DISEASES PREVENTION

SECTION 1. PREVENTION OF THE SPREAD OF COMMUNICABLE DISEASES

- A. UMHS Policy #04-06-002, "Infection Control Practice for Hospital Personnel: Prevention of Spread of Communicable Diseases," as may be amended from time to time, shall apply to all UPAMM-represented Employees. The Employer will provide the Union with 30 days' advance notice of changes to the policy.
 - 1. If any UMH policies related to communicable diseases require the Employee to be absent from physical work site, the supervisor and PA may discuss an opportunity to work remotely if appropriate for the unit and patient care.
- B. All bargaining unit members shall comply with the University's TB screening Program. This may include annual TB screening.

SECTION 2. INFLUENZA VACCINATION

- C. UMHS Policy #04-06-030, "UMHS Mandatory Influenza Vaccination Policy," as may be amended from time to time, shall apply to all bargaining unit members. The Employer will provide the Union with 30 days' advance notice of changes to the policy.
- D. Employees who are not in compliance with the requirements set forth in the influenza vaccination policy by the date declared by the Infection Prevention Epidemiology Department will be subject to the disciplinary process.

ARTICLE 26. FELONY DISCLOSURE

- A. The provisions of the University's Standard Practice Guideline (SPG) 601.38, "Required Disclosure of Felony Charges and/or Felony Convictions," as may be amended from time to time, shall apply to all UPAMM bargaining unit members. SPG 601.38 may be referenced online at the following link: <https://spg.umich.edu/policy/601.38>.
- B. The provisions of SPG 601.38 apply independently, and in addition to, any reporting obligations related to criminal matters that are imposed on Employees as licensed medical professionals, pursuant to the Medical Staff Bylaws, related UMHS credentialing policies, and/or state regulatory bodies.

ARTICLE 27. HOLIDAYS

- A. Employees will be granted time off work without loss of regular compensation, subject to the provisions set forth in the remainder of this Article, on the following seven (7) University-designated Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Should the University approve additional holidays in addition to the seven (7) agreed to in this contract, those holidays will be offered to bargaining unit members.

B. Saturday-Sunday Holidays. University-designated Holidays will be observed on the calendar day on which each falls, except that a Holiday falling on Sunday will be observed the following Monday and a Holiday falling on Saturday will be observed the preceding Friday. Departments or units that have six (6) or seven (7) day a week operations will observe Saturday and Sunday Holidays on the weekend workday on which they fall rather than the preceding Friday or following Monday.

C. Substitutions. Because other days may be of more significance than a University-designated Holiday, an Employee may substitute up to three days of his/her own choice for any three of the University designated Holidays within the fiscal year in which the University designated Holidays fall. Written notification of substitution(s) must be given by the Employee to his/her immediate supervisor on or before July 1st of each fiscal year.

An Employee hired after July 1st in the first fiscal year of employment may submit written notification to his/her supervisor no later than 30 days after his/her date of hire.

The provisions of paragraph F (working on a Holiday) will apply to the substitute Holiday and not the University-designated Holiday.

D. The employer shall reasonably accommodate an Employee's request for observances of religious holidays. Employees shall make such requests not less than sixty (60) days in advance of the religious observance.

E. Manner of Observance. For regular full-time and part-time Employees normally scheduled to work eight (8) or more hours per week (probationary Employees included), time off work shall be granted on holidays, except that departments or units may require Employees to work to maintain operations.

1. Time Off on a Holiday shall be granted without loss of regular compensation, provided the Employee works the last scheduled work day prior to and the first scheduled work day following the Holiday, or is absent from work on either or both of these days for any of the following reasons: (a) approved Paid Maternity (Childbirth) Leave, Paid Parental Leave, Bereavement, or Paid Time Off; (b) jury duty service; (c) military service not exceeding fifteen (15) days; (d) has a retirement date consecutive and contiguous to a Holiday(s), including his/her regularly scheduled day off.
2. Time off without compensation on the last scheduled workday prior to a Holiday or first scheduled workday following a Holiday is permitted, without impacting eligibility for compensation on that Holiday pursuant to paragraph E.1. above, if the time off is with the prior approval of the Employee's immediate supervisor, not to include a leave of absence or layoff unless it begins the first scheduled workday following the Holiday.
3. Time off with loss of regular compensation will occur when the Employee does not meet the conditions set forth in Paragraph E1 of this Article.

4. When time off work is granted on a Holiday that falls on a day when a full-time Employee would normally work for fewer than eight (8) hours, the Employee will be granted eight (8) hours Holiday pay.
 5. Regular part-time Employees normally scheduled to work, on average, eight (8) or more hours per week will be granted compensation in an amount equal to either the number of hours, excluding over-time hours, they are normally scheduled to work on the day on which the Holiday falls, or the number of hours normally scheduled during the week divided by five (5), times the hourly rate plus shift premium if applicable, whichever is greater.
 6. When a Holiday is observed on an Employee's scheduled day off, the Employee may elect either time off work on another day in the form of hours added to the Employee's PTO bank, or additional compensation in an amount equal to the Employee's normal shift length including shift premium if applicable.
 7. When a Holiday is observed on a scheduled day off of a regular part-time Employee normally scheduled to work, on average, eight (8) or more hours per week, the Employee may elect either time off work on another day in the form of hours added to the Employee's PTO bank, or additional compensation. The number of hours in either option will be equal to the number of hours of work normally scheduled during the week divided by five.
- F. Working on a Holiday: An Employee required to work on a Holiday, commencing at the start of the daytime shift and continuing for twenty-four (24) hours thereafter shall receive compensation for the Holiday as provided in paragraph E as if he/she had time off work on the Holiday, and will also be granted additional compensation for the time worked in an amount equal to the number of hours worked times one and one-half their hourly rate, except for Christmas Day, which shall be two times the Employee's hourly rate, including shift and weekend premium, if applicable.
- G. An Employee who fails to work on a Holiday when assigned or called in (both those in "on call" status and others) will not receive pay for the day, unless such absence is for a reason set forth in paragraph E1 of this Article.
- H. An Employee who is off work in accordance with the Paid Maternity (Childbirth) Leave, Paid Parental Leave, or Paid Time Off Plans on a Holiday will be considered observing that Holiday and will not be charged for paid maternity (childbirth) leave, paid parental leave, or PTO on that day.
- I. Regular, part-time Employees normally scheduled to work fewer than 8 hours per week shall be granted time off work without compensation on Holidays. Departments or units may require Employees to work to maintain minimum essential services.

ARTICLE 28. PAID TIME OFF (PTO)

SECTION 1. GENERAL PROVISIONS

A. The intent of the PTO program is to provide eligible Employees with flexibility in scheduling time away from work, provide an incentive to reduce unscheduled Employee absences, and maintain the organization's competitive position in the marketplace while continuing to be the place Employees prefer to work. It remains the responsibility of each Employee to manage their own time off while maintaining regular and reasonable attendance standards as specified in approved unit, department, and clinic policies.

B. PTO accrual rates shall be as follows:

| Seniority | Rate of accrual each month | Maximum accrual |
|-------------------|-----------------------------------|------------------------|
| 0 – 1.9 years | 17.334 hours | 312.012 hours |
| 2 – 4.9 years | 19.334 hours | 348.012 hours |
| 5 years and above | 23.334 hours | 420.012 hours |

C. The monthly PTO accrual is effective and available for use on the first day of the month for which it is accrued, except when a status change occurs during the accrual month.

D. During any calendar month in which a full time Employee starts or ends employment, completes 2 or 5 years or starts or returns from any leave of absence, the Employee will accrue PTO hours depending on the day of the calendar month on which the event occurs:

| Day of Calendar Month | Start of Employment, Completion of 2 or 5 Years, or Return from Leave of Absence | End of Employment or Start Date of Leave of Absence |
|------------------------------|---|--|
| 1 through 10 | 100% | None |
| 11 through 20 | 50% | 50% |
| 21 through end | None | 100% |

E. Eligible Employees do not accrue PTO during a leave of absence without pay or while using the extended sick time plan or the maternity leave plan. For purposes of accruing PTO, unpaid leaves, extended sick and maternity leave usage are counted toward the total when determining if an accrual reduction is required.

- F. During any calendar month in which an eligible staff member is absent without pay, uses extended sick or maternity leave pay for 120 hours or more pro-rated by FTE, the full monthly PTO accrual will be deducted at the end of the month for which it is accrued.
- G. During any calendar month in which the eligible staff member is absent without pay, uses extended sick or maternity leave pay for less than 120 hours prorated by FTE but more than 56 hours pro-rated by FTE, half the monthly PTO accrual will be deducted at the end of the month for which it is accrued.
- H. Leaves of absence shall be counted as service time for the purpose of determining the appropriate rate of PTO accrual.
- I. Time worked above a 40-hour full-time appointment will not be counted when calculating PTO accrual or determining the appropriate rate of PTO accrual.
- J. Maximum PTO accrual shall not exceed 1-1/2 times the annual PTO accrual at any one time. No PTO may be earned above the maximum. In any circumstances resulting in a reduction in appointment fraction, any PTO accrual over the maximum for the Employee's new appointment will be paid out to the Employee.
- K. Part time staff accrual of PTO is prorated based on the percentage of the Employee's appointment. Employees with less than a 50% total appointment(s) are not eligible for the PTO Program.
- L. Reporting Attendance and Absence - Exempt staff record absences from the normal work schedule in half-day increments. Absences of less than a half day are not reported. Each half-day stands alone. Short absences (i.e. 1 hour) are not to be accumulated for consolidation and reporting at some later time. In cases where staff are using PTO in order to bridge to Extended Sick use and when using Extended Sick time pay, absences are reported to the 1/10 of an hour for Exempt staff.

SECTION 2. USE OF PTO – SCHEDULED

- M. PTO will be used for all scheduled vacations, planned personal absences, doctor appointments, etc. At the Employee's option, the use of PTO for absences covered by a third party, such as automobile insurance coverage, may be waived. Scheduled absences are to be requested according to department or unit policy to provide sufficient time to plan and schedule provision of services. Physician Assistants will be permitted to schedule at least seventy-five (75%) percent of their annual PTO accrual each calendar year, subject to the terms set forth below.
- N. Pre-Scheduling of PTO
 - 1. PAs within discrete scheduling units may annually choose to develop a scheduling process for their local scheduling unit. Consensus will be defined within the local scheduling unit.
 - 2. Such local unit scheduling process may not be inconsistent with the terms contained in this Article, and will be distributed to all affected Employees

3. If disputes arise among coworkers with respect to this scheduling process, the Union agrees to work with the Employees and management in an attempt to problem-solve any conflicts existing among the Employees

- O. Alternate Scheduling Method: For discrete scheduling units who have not developed a PTO scheduling process as set forth above in paragraph N, Employees will utilize the following scheduling process: Employees will be eligible to pre-schedule PTO for a twelve-month period beginning on May 1 and ending on April 30 of each year. Requests for such leave will be submitted between February 1st and February 15th and shall be granted in order of seniority for Employees within each scheduling department as follows:
1. Round 1: Each Employee will initially sign up for a maximum of two (2) weeks of PTO in seniority order. At the Employee's option, the two (2) weeks need not be consecutive, but will not be taken in less than two (2) seven-day blocks.
 2. Subsequent Rounds: After all PA's have had the opportunity to request two (2) weeks of PTO, the remaining time (up to 75% of the maximum annual accrual), in increments determined by local leadership, can be requested and will be granted in seniority order.
- P. The Employer will grant or deny such requests by February 28th.
- Q. Other Scheduling: Requests for PTO submitted after February 28th will be granted on a first-come first-served basis based upon the electronic receipt for PA's within each scheduling department. Such requests shall be granted or denied within seven (7) days following receipt of the submission, with the expectation that if the request is made seven (7) weeks in advance, all efforts will be made to grant the request.

SECTION 3. USE OF PTO – UNSCHEDULED

- R. PTO, if available, will be used for all absences such as personal illness or emergency, sickness in the family, etc. Unscheduled absences, defined as absences requested with less than forty-eight (48) hours' notice (excluding weekends and holidays), should be requested as promptly as possible according to department or unit policy. Unscheduled absences must comply with regular and reasonable attendance standards as provided in Article 18 (Attendance). At the Employee's option, the use of PTO for absences covered by a third party, such as automobile insurance coverage, may be waived.

- S. State of Michigan Paid Medical Leave Act of 2018 (PMLA) - Employees who work an average of 25 hours per week or more in the preceding calendar year and who do not otherwise have access to 40 hours of paid time off annually will be eligible for paid sick time under the state of Michigan's Paid Medical Leave Act of 2018 (PMLA). Eligible employees may include temporary staff and part-time, non-exempt regular staff who are not covered by a collective bargaining agreement. The maximum amount of paid sick time per year will be 40 hours, pro-rated by date of hire. Eligible staff will retain access to their bank during the calendar year, unless they move to another department that provides sufficient paid time off under the PMLA. Following the initial implementation, eligible staff will gain access to their full bank of time as of their date of hire. Thereafter, eligibility will be re-assessed every January 1 or with each new qualifying appointment within the calendar year. Eligible staff will retain access to their bank during the calendar year, unless they move to another appointment that provides sufficient paid time off under the PMLA.

SECTION 4. EXTENDED SICK LEAVE AND COORDINATION OF PTO WITH
EXTENDED SICK LEAVE BENEFITS

- T. Extended sick time pay provides wage protection for Employees who are unable to work for an extended period of time due to a serious disabling illness or injury or for chronic disabling serious conditions with periodic and intermittent absences from work. Extended sick time pay starts with the sixth work day of qualifying illness or injury and is available only when all of the following conditions are met:
1. The Employee is absent due to a serious and/or chronic disabling illness or injury in excess of 10 consecutive working days known as the 10-day qualifying period.
 2. The Employee has worked for the University for one or more years and has at least a 50% appointment on day one of the 10-day qualifying period.
 3. Acceptable supporting documentation from a physician has been received by the employing department or Work Connections.
 4. The Employee has Utilized the PTO Bridge to Extended Sick Leave Benefits¹, as more fully described in paragraph X.
- U. Regular Employees with one (1) or more years of continuous service are eligible for extended sick time benefits up to a maximum of the following in each two-calendar-year periods following attainment of the service requirement:
1. 10 weeks (400 hours) of full pay, plus
 2. 16.4 weeks (656 hours) of 2/3 pay, plus
 3. 26.4 weeks (1,056 hours) of ½ pay

Extended sick time benefits are renewed in full for monthly paid Employees on the first of the month following each successive two (2) calendar year periods from eligibility

- V. Qualifying Period: An Employee may not use extended sick time until he/she has been absent due to a single serious illness or injury for greater than ten consecutive working days (80.0 hours) prorated by FTE. The 10 days are known as the "10-day qualifying period."

- W. Bridge to Extended Sick: Within with the 10-day qualifying period, the Employee must use five days (40.0 hours), prorated by FTE, of PTO known as "the bridge to Extended Sick." Eligible staff will utilize five days of PTO (40.0 hours) prorated by FTE once per calendar year when going off work on a qualifying leave of absence and using Extended Sick Time. In addition to PTO, holiday pay, One-Time Bank (see para LL) and unpaid time may be used as part of the five day (40.0 hours) "bridge to Extended Sick." In cases of pregnancy, Paid Maternity Leave may count towards the bridge to Extended Sick Time pay when a birth mother's medical recovery is extended beyond the six-week maternity leave period. If an Employee exhausts their Extended Sick Time balance, the Extended Sick Time balance will not renew until their next scheduled renewal date and after they successfully return to work for 30 calendar days and are working their full appointment.
- X. PTO may be used to supplement Extended Sick Time 2/3 pay and half pay as set forth in paragraph U.2 and U.3.
- Y. Family Medical Leave Act - FMLA time begins on the first day of a qualified event and will be run concurrently with paid and unpaid time.

SECTION 5. PTO AND WORKERS' COMPENSATION DESIGNATION OF TIME AND
COORDINATION OF BENEFITS

- Z. The following provisions will apply in the event that an Employee sustains an accepted work-related injury necessitating time away from work. No wage loss benefits shall be paid for an injury or occupational illness that does not cause disability resulting in wage loss for a period of at least seven (7) consecutive calendar days:
1. The first five days of absence following the day of injury will be covered by time from the Employee's PTO bank or One Time Bank. (PTO time has been identified in the PTO policy as time to be used for both incidental illness and longer term absence due to illness or injury prior to beginning extended sick time.) For an Employee who has less than five days in his/her PTO or One Time Bank, the Employee will begin to receive benefits from Workers' Compensation as provided for in the Workers' Compensation Act. The day of injury will be paid as work time regardless of the hours actually worked.
 2. Following five days of absence, Employees with one or more years of service will begin receiving extended sick time full pay. This will continue for up to 10 weeks (400 hours). The payment of Workers' Compensation benefits will be coordinated with extended sick time benefits as provided for in the Workers' Compensation Act.
 3. Following this 10 weeks (400 hours) of absence, Employees will begin receiving 2/3 pay extended sick time. This will continue for up to 16.4 weeks (656 hours). The payment of Workers' Compensation benefits will be coordinated with extended sick time pay during this period as provided for in the Workers' Compensation Act.
 4. Following this 16.4 weeks (656 hours) of absence, Employees will begin receiving half pay extended sick time. This will continue for up to 26.4 weeks (1,056 hours). The payment of Worker's Compensation benefits will be coordinated with sick time benefits as provided for in the Worker's Compensation Act.
 5. An Employee who remains unable to work after exhausting half pay extended sick time (and any remaining One Time Bank hours) will begin a leave of absence. Workers' Compensation benefits will be paid at 80% of the average weekly wage as provided for in the Workers' Compensation Act.
 6. Non-Probationary Employees with less than one year of service will begin a leave of absence and receive Workers' Compensation benefits after the initial five days of absence if the absence has been determined to be compensable under the Workers' Compensation Act.

7. An Employee who begins a medical leave of absence as described in 5 and 6 above will have any remaining PTO time retained in his/her bank.
8. PTO may be used to supplement Workers' Compensation payments up to the Employee's base salary. The first day of a work-related injury is considered work time, regardless of the number of hours actually worked.

SECTION 6. PTO SELL BACK PLAN

- AA. Sell Back Plan - The annual PTO sell back plan allows Employees, except those in their probationary period, to request pay out for PTO accruals once per year. It is designed to allow Employees to have greater flexibility in their time off/ cash compensation configuration. The sell back plan standards are as follows:
- BB. Employees may request a payout of their PTO accruals, providing that at least 40 hours prorated by FTE remain in their PTO bank balance at the time of pay out. There are two payout dates available each year to choose from; either January or May.
- CC. The accrual hours paid will be deducted from the Employee's bank balance at the time of pay out.
- DD. PTO accruals will be paid to participating Employees at their base pay rate in effect at the time the payout occurs in January or May. An Employee's status on the 1st of the month the payout occurs determines their eligibility to receive the PTO accruals. Employees must also be on the PTO plan at the time of pay out to be eligible.
- EE. Process for Selling Back Unused PTO Time:
1. Employees must give written notification to their supervisors requesting payment for unearned PTO accrual by January 15th or May 15th depending on which pay out date they choose. Employees must complete their probationary period by January 1st or May 1st dependent upon payout month selected. Payments for PTO accruals will be made in the last paycheck of the month it was requested.
 2. Employees must notify their supervisor or timekeeper (as specified by their scheduling unit) in writing that they wish to request a payout of their PTO accruals by no later than the 15th of the month they are choosing for payout; either January or May, and no earlier than the 1st of the prior month utilizing the payout form designated by the University.
 3. Once Employees have submitted their written request it may not be rescinded. Payment for PTO accruals will be made in their last paycheck received in the month chosen for payout; either January or May, as long as they are still on the PTO plan and otherwise eligible.

- FF. Since each Employee requesting a PTO accrual payout is required to retain at least forty (40) hours, pro-rated by FTE, in his/her PTO bank at the time of payout, requests will be honored only to this minimum. For example, an Employee who requests payout for 40 hours of their PTO accruals but then, unexpectedly, uses up all but eight days of his/her PTO prior to the payout would only be paid three days of advanced PTO accruals.
- GG. Employees may also choose to retain a higher minimum PTO bank, which should be specified on the annual PTO accrual payout request form they submit. For example, an Employee who requests payout of five days (40 hours) of PTO accruals wants to retain a minimum of ten PTO days (80 hours) who then, unexpectedly, uses all but 12 days (96 hours) of his/her PTO prior to the payout would only receive payout for two days (16 hours) of their PTO accruals.

SECTION 7. ONE TIME BANK

- HH. Upon the start-up of the PTO program, in 1997, Employees were credited with all accrued short term sick hours up to the permitted maximum accrual of 80 hours (AKA One-Time Bank (OTB), (or if a part-time Employee, the appropriate proportionate number of maximum accrued hours). These hours are available for Employees to use to satisfy the 80-hour qualifying period for extended sick time and for use, if necessary, immediately upon the exhaustion of the Employee's extended sick time. Employees were also credited with 100% of their accruals for vacation.

SECTION 8. PTO AND TERMINATION

- II. Unused PTO will be paid to Employees upon termination of employment only when they have at least two years of service in a regular position, upon reduction in force, upon start of a military leave of absence (at Employee's option), and other leaves of absence as specified in Articles 32 and 33, Leaves of Absence.

ARTICLE 29. JURY AND WITNESS SERVICE

- A. Employees, including probationary Employees, shall be excused from work and will not sustain loss of their regular compensation when called upon for jury duty or to testify at the order of a court or other agency of government or upon request of the University. This article does not apply to an Employee who is a plaintiff or serves as an expert witness.
- B. An Employee who loses time from work for jury or witness service will receive his or her regular University compensation for the lost time. Documentation may be required to support an absence under this article.
- C. Employees will immediately report to work if released from jury or witness service in order to start or continue their regular work schedule that day except that:
1. Employees who perform jury duty service or testify pursuant to a subpoena within the eight (8) hour period immediately preceding their regular shift, may, at the Employee's request, have an amount of time off work with pay at regular salary plus any applicable shift premium, equal to the time they were required to spend in court during that preceding eight (8) hour period.

2. In addition, Employees who are required to report for jury duty service or testify pursuant to a subpoena following completion of a shift that ends after midnight will be excused from work at midnight and paid for such lost time at their regular salary plus any applicable shift premiums.
- D. Accrual of Paid Time Off (PTO) is not affected by time spent on jury or witness service.

ARTICLE 30. BEREAVEMENT LEAVE

- A. In the case of death in an Employee's immediate family, the University will provide up to three days (as defined by the Employee's work schedule) paid time off work for the Employee to attend the funeral or memorial service, and/or to make necessary arrangements. If additional time is needed, Paid Time Off or excused time without pay may be used. Proof or other documentation of the death shall generally not be required; however, the Employer has the discretion to request documentation on an individual Employee basis in order to ensure compliance with the terms of this Article.
1. Pay for Bereavement Leave is at the Employee's regular rate plus shift premium if applicable, and may not exceed the Employee's scheduled non-overtime hours of work for those days.
 2. When death of an immediate family member occurs while an Employee is on scheduled Paid Time Off (PTO), the Employee's PTO will be converted to Bereavement Leave for the period of time for which the Employee would have otherwise qualified.
- B. The immediate family consists of an Employee's spouse or other qualified adult as defined by University policy; the son, daughter, parent (including step-parent), grandparent, grandchild, brother, sister (or the spouse of any of them), of either the Employee, the Employee's spouse, the other qualified adult or any other related person living in the Employee's household. Unscheduled PTO shall be granted in the event of the death of an individual not meeting the above definition but with whom the Employee has a significant relationship. Likewise, Unscheduled PTO or, in the event the Employee's PTO bank is exhausted, excused time without pay shall be granted to an Employee who has experienced a pregnancy loss, as either an expectant birth parent or non-birth parent.

ARTICLE 31. MILITARY RESERVE DUTY PAY

- A. Employees shall be granted time off work without loss of their regular compensation or any loss of their fringe benefits in order to participate in Military Reserve or National Guard Training Programs or for service required as a result of civil disorder or other emergency.
- B. The time off from work shall be for not more than fifteen (15) working days in any one calendar year.
- C. The Employee's regular University compensation will be reduced by the amount of base military pay, if any, received for such services. Employees may choose to use accrued Paid Time Off on request to enable them to receive full University pay.

- D. Compensation received for military travel or subsistence will not be used to reduce regular University compensation.
- E. Paid Time Off accrual shall not be reduced for time spent under the provisions of this policy.

ARTICLE 32. UNPAID LEAVES OF ABSENCE

SECTION 1. GENERAL PROVISIONS

- A. Leaves of absence are without compensation by the University.
- B. The University offers unpaid leaves of absence to provide continuity of service during extended periods of absence. Twelve months of continuous service is required between any two of these leaves: personal, educational, government service, or for a child/family care leave lasting greater than six months.
- C. Unpaid leaves of absence are available only for non-probationary Employees, with the exception of military service, medical, medical/child care and child care leaves, which are available to probationary Employees. Upon return to work, the Employee will serve the balance of their probationary period.
- D. A leave of absence may affect the continuation of an Employee's benefit coverage, and an Employee's contributions to maintain benefit coverage.
- E. The University will continue its contribution to maintain an Employee's health, dental 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, care of a covered service member, and qualifying exigency.

All provisions of this Article will be interpreted to be consistent with the Family and Medical Leave Act of 1993 and the University's FMLA policy: <http://hr.umich.edu/tutorials/FMLA/index.html>.

- F. For any Leave of Absence, or portion thereof, that is not covered by FMLA, the Employee retains eligibility for participation in the University's health, dental, and vision coverage, but the University does not contribute to maintain the Employee's coverage.
- G. Leaves of Absence have implications related to an Employee's clinical privileges, which are managed separately from this Article pursuant to the UMHS Medical Staff Bylaws and related Policies and Procedures. Employees requesting a leave pursuant to this Article should ensure that they understand the impact of such leave on their clinical privileges.
- H. Medical reports, records and other medical information related to a Leave of Absence are confidential and shared only on a need-to-know basis. Such records are kept in a separate file and are not part of the Employee's personnel record.

- I. **Outside Employment:** Employment outside the University while on a leave of absence is cause for termination of University employment unless Michigan Medicine Human Resources office approves the employment in advance, or the employment is for government service or military service.
- J. **Excused time - without pay:** An Employee may use excused time – without pay for up to fourteen consecutive calendar days.
- K. **Paid time off (PTO):** Paid Time Off (PTO) does not accrue while an Employee is on a leave of absence.
- L. **Length of service:** Length of service, which is calculated from an Employee's latest date of regular employment, continues to accrue during a leave of absence.
- M. **Extending a leave of absence:** Employees are eligible for an extension of a leave of absence in accordance with the regulations provided under the specific type of leave. An Employee's request for an extension must be submitted to the appropriate University Human Resource office at least two weeks before the leave of absence expires. In the event extenuating circumstances prevent the Employee from providing a two week notice for such extension, the Employer will make an effort to work with the Employee related to their request.
- N. **Return before the expiration of a leave of absence:** An Employee's return to work before the expiration of a leave of absence is at the discretion of the University.
- O. **Failing to return from a leave of absence:** Failure to report for work at the conclusion of a leave of absence without requesting and receiving an extension of the leave is cause for termination of the Employee's University employment.

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

SECTION 2. NON-DISCRETIONARY LEAVES OF ABSENCE

- P. **MEDICAL LEAVE**
 - 1. **Eligibility:** An Employee is medically unable to work due to personal illness, injury, or pregnancy. 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.
 - 2. **Use of Paid Time:** An Employee must use all available Paid Time Off (PTO) prior to the start of the leave of absence. Exceptions: (1) An Employee covered by Workers' Compensation may, but is not required to, use all available PTO prior to the start of a medical leave of absence; and (2) An Employee off work because of an injury (ex. automobile accident) covered by an outside insurance policy that reimburses lost salary

may, but is not required to use extended sick time pay, or PTO prior to the start of a medical leave of absence.

3. **Approval:** Granted when the Employee provides medical documentation acceptable to the University.
4. **Work Connections** - When an Employee is absent from work due to illness for more than 10 consecutive work days (2 workweeks), the case must be referred to Work Connections. Either the Employee's department may make the referral, or the Employee may self-refer. Work Connections will coordinate communication and documentation regarding all medical aspects of the case with the Employee, physicians, and the department (when possible). It remains the Employee's responsibility to communicate with their department regarding their employment status, leave of absence, and FMLA requests, reporting of PTO and Extended Sick Time and return to work.
5. **Maximum Duration:** Two calendar years. The length of the initial leave period and any extensions will be based on the supporting medical documentation. For probationary Employees, the maximum duration is twelve weeks.
6. **Return to Work:** An Employee returning from a medical leave of absence must be placed in the same or equivalent position within the Employee's department or organizational group. Placement is the responsibility of the Employee's department or organizational group. "Equivalent position" is defined in Section 4. Definitions.
7. The Employee must provide medical documentation acceptable to the University that contains a release to return to work, noting any work restrictions. Before an Employee is returned to work, the University may require, without cost to the Employee, that a physician or physicians of its choosing examine the Employee and provide evidence of the Employee's ability to return to work.

Q. CHILD CARE LEAVE

1. **Eligibility:** Available for the care of an Employee's child following birth, adoption, foster care placement, or legal guardianship of a child. 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.
2. **Use of Paid Time:** Employee who gave birth (birth mother) must use: (1) Paid maternity (childbirth) leave, extended sick time pay and/or Paid Time Off (PTO) until medically able to return to work or until all available and applicable paid time is exhausted, and (2) Paid parental leave, and all available Paid Time Off (PTO) prior to the start of the leave of absence.

All other Employees following the birth of the Employee's child, adoption, foster care placement, or legal guardianship of a child must exhaust paid parental leave, all available Paid Time Off (PTO) prior to the start of the leave of absence.

3. **Approval:** Granted when the Employee provides documentation acceptable to the University.
4. **Maximum Duration:** One calendar year from the child's date of birth, adoption, foster care placement, or legal guardianship of a child. For probationary Employees, the maximum duration is six weeks.
5. **Return to Work**
 - a. Employee gave birth (birth mother):
 - i. From an absence of six calendar months or less from the date the Employee was medically able to return to work: the Employee's department must place the Employee in the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.
 - ii. From an absence of greater than six calendar months from the date the Employee was medically able to return to work: at the Employee's request, the Employee is given a three month period ("post leave placement period") to seek a regular position at the University. If a regular position is not secured within the three month period, employment with the University is terminated.
 - b. All other Employees following the birth of the Employee's child, adoption, or foster care placement:
 - i. From an absence of six calendar months or less from the beginning of the absence from the workplace to care for the child: the Employee's department must place the Employee in the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.
 - ii. From an absence of greater than six calendar months from the beginning of the absence from the workplace to care for the child: at the Employee's request, the Employee is given a three-month period ("post leave placement period") to seek a regular position at the University. If a regular position is not secured within the three-month period, employment with the University is terminated.

R. FAMILY CARE LEAVE

1. **Eligibility:** The 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 4. Definitions.
2. **Use of Paid Time:** The Employee chooses the amount of Paid Time Off (PTO), if any, to be used prior to the start of the leave of absence.
3. **Approval:** Granted when the Employee provides documentation acceptable to the University.
4. **Maximum Duration:** Exhaustion of the Employee's available time under the FMLA.

5. **Return to Work:** The Employee's department must place the Employee in the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.

S. CARE OF A COVERED SERVICEMEMBER (MILITARY CAREGIVER LEAVE)

1. **Eligibility:** The Employee meets the eligibility requirements of the FMLA and is needed to care for a covered service member with a serious injury or illness who is a spouse, parent, child or next of kin of the Employee. "Covered service member," "serious injury or illness," and "next of kin" are defined in Section 4. Definitions.
2. **Use of Paid Time:** The Employee chooses the amount of Paid Time Off (PTO), if any, to be used prior to the start of the leave of absence.
3. **Approval:** Granted when the Employee provides documentation acceptable to the University.
4. **Maximum Duration:** Twenty-six weeks or the exhaustion of the Employee's available time under the FMLA in a twelve-month period that begins with the Employee's first absence to care for the covered service member.
5. **Return to Work:** The Employee's department must place the Employee in the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.

T. QUALIFYING EXIGENCY LEAVE

1. **Eligibility:** Employee meets the eligibility requirements of the FMLA and there is a qualifying exigency that exists because the Employee's spouse, child or parent is on military active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. "Qualifying exigency" and "contingency operation" are defined in Section 4. Definitions.
2. **Use of Paid Time:** The Employee chooses the amount of Paid Time Off (PTO), if any, to be used prior to the start of the leave of absence.
3. **Approval:** Granted when the Employee provides documentation acceptable to the University.
4. **Maximum Duration:** Exhaustion of the Employee's available time under the FMLA.
5. **Return to Work:** The Employee's department must place the Employee in the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.

U. MILITARY SERVICE LEAVE

1. **Eligibility:** Available to an Employee upon hire. Employee is called to perform duty on a voluntary or involuntary basis in any branch of the Armed Forces, regular or reserve, the Army National Guard, or the Air National Guard under competent authority and includes: active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.
2. **Use of Paid Time:** Employee chooses the amount of Paid Time Off (PTO), if any, to be used prior to the start of the leave of absence.
3. **Approval:** Granted when the Employee provides documentation acceptable to the University.

4. **Maximum Duration:** Up to five years. The five-year period is a cumulative total of all absences from employment at the University due to the Employee's service in the military. If it appears that an Employee has exceeded the five-year total, the appropriate University Human Resources office must be contacted to verify the total length of the Employee's military service, and determine the department's obligation to place the Employee.
5. **Return to Work:** The Employee's department is responsible for the placement of an Employee returning from a military service leave of absence. 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:
 - a. 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.
 - b. 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.

V. **GOVERNMENT SERVICE LEAVE:** See Regents' Bylaws, Section 5.13 (Governmental Activities) for procedures related to notifying the Secretary of the University of candidacy, election or appointment to public office.

1. **Eligibility:** Available to an Employee with at least one year of continuous service who is:
 - a. A candidate for a full-time public political office, or
 - b. Elected to a full-time public political office, except that of Michigan State Legislator. The Constitution of the State of Michigan prohibits Michigan State Legislators from being on a leave of absence from a public employer, or
 - c. Appointed to an office of a policy-making nature or one of significant responsibility such as head of or assistant to the head of an office, department, or branch of the federal, state, or local government.
2. **Use of Paid Time:** The Employee must use all available Paid Time Off (PTO) prior to the start of the leave of absence.
3. **Approval:** Granted when the Employee provides documentation acceptable the University.
4. **Maximum Duration:** One term of office, or one year of service if no term of office is specified. Renewable at the discretion of the Employer for additional terms of office, if no term is specified, on an annual basis.
5. **Return to Work:** At the Employee's request, the Employee is given a three-month period to seek a regular position at the University. If a regular position is not secured within the three-month period, employment with the University is terminated.

SECTION 3. DISCRETIONARY LEAVES OF ABSENCE

W. EDUCATIONAL LEAVE

1. **Eligibility:** The Employee has at least one year of continuous service, and is enrolled in a full-time, accredited educational program. The educational program must be directly related to the Employee's current position or a University position to which the Employee may reasonably aspire.
2. **Use of Paid Time:** The Employee must use all available Paid Time Off (PTO) prior to the start of the leave of absence.
3. **Approval:** Granted at the discretion of the Employee's department with the approval of the appropriate University Human Resources office. The Employee must provide evidence acceptable to the University of full-time enrollment in an accredited educational program.
4. **Maximum Duration:** Approved for periods of a maximum of one calendar year in length, up to a maximum total duration of four calendar years.
5. **Return to Work:** At the Employee's request, the Employee is given a three-month period to seek a regular position at the University. If a regular position is not secured within the three-month period, employment with the University is terminated.

X. PERSONAL LEAVE

1. **Eligibility:** An Employee requests a leave of absence that does not meet the eligibility requirements of a non-discretionary leave of absence or an educational leave of absence.
2. **Use of Paid Time:** The Employee must use all available Paid Time Off (PTO) prior to the start of the leave of absence.
3. **Approval:** Granted at the discretion of the Employee's department with the approval of the appropriate University Human Resources office. The Employee's department must guarantee a return to the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.
4. **Maximum Duration:** One calendar year.
5. **Return to Work:** The Employee's department must place the Employee in the same or equivalent position. "Equivalent position" is defined in Section 4. Definitions.

SECTION 4. DEFINITIONS

Y. **Equivalent Position:** 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 (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.

Z. Family Member:

1. Spouse: Legally married same-sex or opposite-sex, no matter where the place of celebration occurred.
2. Other qualified adult.
3. Child, sibling, parent, or grandparent of the Employee, the Employee's spouse or the other qualified adult.
4. Other related individual whose care is the responsibility of the Employee, spouse, or other qualified adult.

AA. Serious Health Condition:

1. Inpatient care at a hospital or other medical facility, or
2. Continuing treatment by a health care provider that includes one or more of the following:
 - a. 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;
 - b. any period of incapacity due to pregnancy or for prenatal care;
 - c. any period of incapacity or treatment due to a chronic serious health condition;
 - d. any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. 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.

BB. Covered Service member: A member or veteran 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.

CC. Serious Illness or Injury: An injury or illness incurred by a service member in the line of duty while on active duty in the United States Armed Forces that causes the service member to be medically unfit to perform the duties of the service member's office, grade, rank or rating.

DD. Next of kin: The next of kin of a covered service member is the nearest blood relative, other than the service member's spouse, parent or child. The service member may designate who is next of kin, or absent a designated next of kin, the following order of priority applies: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins.

EE. Qualifying exigency: Qualifying exigencies include the following:

1. Short-notice deployment: Issues that arise from the fact that a covered military member is called to 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 covered military member is notified of an impending call or order to active duty in support of a contingency operation.
2. Military events and related activities: To attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status, or to attend family support or assistance programs and informational briefings related to the call to active duty or call to active status.
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 active duty or call to 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 active duty or within ninety days of termination of 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 active duty or call to active duty status.
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 active duty status.
8. To address issues that arise from the death of a military member while on active duty status.
9. Additional activities: To address other events that arise out of the military member's active duty or call to active duty status 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.

Contingency operation: A military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force or results in the call or order to, or retention on active duty of members of the Armed Forces during a war or national emergency declared by the President or Congress.

ARTICLE 33. MATERNITY (CHILDBIRTH) AND PARENTAL LEAVE

- A. In an effort to support the Employees as they balance family and professional responsibilities, the University and Union are committed to providing paid time off for birth parents and other parents that supports both the physical recovery associated with birth and also provides bonding time with children new to the family. For that purpose, paid maternity (childbirth) leave and paid parental leave will be provided.

Paid Maternity (Childbirth) and Parental Leaves

- B. Maternity (Childbirth) Leave – Birth parents are eligible for up to six weeks (240 hours with a full-time appointment and pro-rated for appointment) of paid time off for physical recovery immediately following birth.
- 1) Eligibility: Effective upon hire for regular Employees.
 - 2) Scheduling: This time must be taken as a single block of time.
 - 3) Availability: Immediately following childbirth
- C. Parental Leave – All parents, including birth parents who take maternity (childbirth) leave, are eligible for up to six weeks (240 hours with a full-time appointment and pro-rated to appointment) of paid time off to bond with a newborn, newly adopted or newly fostered child, or child for whom legal guardianship has been appointed.
1. Eligibility for parental leave is effective six months from hire with at least a 50% appointment.
 2. Scheduling: Parental leave is intended to be taken as a single, continuous block of time. Units or Departments must allow a single block of time if requested, and scheduling the time is at the discretion of the department. Parental leave not taken in a single block may be requested but requires departmental approval. Units or departments may establish scheduling guidelines for intermittent use of this time so as not to interfere with the operations of the unit. If Parental leave is used intermittently, times must be scheduled for no less than the full length of a shift.
 3. Availability: Parental leave is available for use within one year of the event. Any portion of the Parental Leave that is not taken within one year of the event is forfeited.

D. Definitions:

1. Parent: Employee who is legally responsible for the child; including birth parent, father, non-birth parent, adoptive and foster parent, and legal guardian.
2. Birth parent: Any person who gives birth, regardless of gender identity or status.
3. Event: The arrival or placement of a newly born, adopted or fostered child, or child for whom legal guardianship has been appointed.
4. Legal Guardianship: Court appointed responsibility for the care and custody of a minor child.

E. Paid Maternity (childbirth) and Parental Leave Overview

| | Maternity (childbirth) Leave | Parental Leave |
|--|--|--|
| Who will use the leave | Birth parent | All parents (including birth parent) and legal guardians of children |
| What is the purpose? | Physical recovery from childbirth | Bonding with a new child |
| How long is the leave? | Up to 6 weeks (240 hours with full-time appointment) | Up to 6 weeks (240 hours with a full-time appointment) |
| When is the leave available to use? | Immediately following childbirth | Within 12 months of the birth or placement for adoption, foster care or legal guardianship (with scheduling subject to department or unit approval.) |
| How often may the leave be used? | With each birth event | With each birth or adoption event; once every 12 months for foster care and legal guardianship events |
| When does eligibility begin? | Upon hire | Upon completing 6 months of service* |
| Who is eligible to take the leave? | See paragraph B above | See paragraph C above |
| *Birth or placement with parents must take place after the Employee completes six months of service to be eligible for parental leave. | | |

F. Other Paid Leave Options

1. Paid maternity (childbirth) leave specifically covers paid time off for the physical recovery from childbirth. For absences related to pregnancy or prenatal care:
 - a. Eligible Employees may use extended sick time and/or Paid Time Off (PTO), depending on the circumstances. (Please note that Employees must use two (2) weeks of Paid Time Off (PTO) before beginning extended sick time.) Employees who are not eligible for extended sick time may use PTO.
2. The six-week paid maternity (childbirth) leave is a separate, standalone leave. It is intended to supplement a birth parent's other applicable paid leave options (e.g., extended sick and PTO) in the event physical recovery exceeds six (6) weeks. For example, a birth parent who requires the typical eight-week physical recovery period for a cesarean birth would use six weeks of maternity (childbirth) leave and may take two more weeks from available extended sick and/or PTO, or may choose to tap into parental leave if eligible if more time is needed for physical recovery. A birth parent is not required to use parental leave for physical recovery. In the event a birth parent's physical recovery time exceeds both the six-week paid maternity (childbirth) leave and other available paid leaves, the birth parent may choose to use the parental leave to provide additional paid time for both physical recovery and bonding time.
3. Parental leave is intended for bonding. If parents wish to extend the amount of paid time off to spend with children new to the family, they may utilize available PTO. In addition, unpaid child care leave is available for up to one calendar year from the child's date of birth, adoption, foster care placement or appointment of legal guardianship.
4. For those not eligible for paid parental leave, the use of PTO is available for bonding with a new child to the new home in the year following the child's birth or arrival due to adoption, foster care placement, or legal guardianship.

G. Procedures for Requesting Leaves

1. Employees should begin discussions with their departments or units to plan for maternity (childbirth) and parental leaves as soon as possible. Maternity (childbirth) leave must be used as a single block of up to six weeks (240 hours and pro-rated to appointment) of paid time off immediately following childbirth.
2. Supervisors must make every effort to approve an Employee's request to take parental leave as a single block of up to six weeks (240 hours) of paid time off. Units may establish additional guidelines about scheduling parental leave.

H. Limitations and Exclusions

1. Part-time Employees: Proportional amounts of paid maternity (childbirth) and parental leaves are available to part-time Employees who are scheduled to work 50% (20 hours a week) or more.

2. Eligibility: Eligibility for parental leave requires six months of service, which is defined as service from the latest date of hire. Times of absence and layoffs are not considered breaks in service for this purpose.
3. While on Unpaid Leaves:
 - a. Due to prenatal absence for pregnancy complications: If a pregnant Employee is absent due to pregnancy complications, and in an unpaid status due to ineligibility for extended sick time and lack of other paid time, Employee will have access to paid maternity (childbirth) leave (240 hours for a full time appointment and pro-rated to appointment) once the Employee gives birth.
 - b. If an Employee is on an unpaid leave, unrelated to pregnancy, such as a leave of absence or a RIF, and the event occurs during the leave: the Employee is not eligible for maternity (childbirth) leave and parental leaves. However, if the Employee returns to work, the following applies:
 - i. The birth parent has access to maternity (childbirth) and parental leaves if the Employee returns to work within 12 weeks of event. The time available will be adjusted to account for the event date and the return to work (e.g., if the birth was four weeks prior to the scheduled return to work, the parent will have two weeks of paid maternity (childbirth) and six weeks of paid parental leave available).
 - ii. Parental leave is available if Employee returns to work within 6 weeks of event. The time available will be adjusted to account for the event date and the return to work (e.g., if the event was four weeks prior to the scheduled return to work, the Employee will have two weeks of paid parental leave available).
4. Foster parents and legal guardians are eligible to take parental leave once within a twelve-month period.
5. 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.
6. An Employee returning from a maternity (childbirth) leave may be required to provide a physician's statement releasing the Employee to return to work, and noting restrictions, if any.
7. An Employee's absence may be partially or completely covered by the FMLA during these paid leaves.

8. Return to Work:
 - a. Upon completion of paid maternity (childbirth) and parental leaves, Employees will return to their same position. Failure to report for assignment at the conclusion of these leaves without requesting and receiving an unpaid medical or unpaid childcare leave will result in termination of employment.
9. Holidays: Employees who are on maternity (childbirth) leave or parental leave on a day observed by the University as a holiday will be considered observing that holiday. They will not be charged maternity (childbirth) leave or parental leave on that day. Having a holiday during maternity or parental leave does not extend the block of time.
10. Termination and Layoffs: Eligibility for paid parental leave ceases on the effective date of a termination or layoff (i.e., the last day of work). Employees recalled to active employment from layoff status will again be eligible for the benefits provided by this plan.
11. Retirement: Employees may elect to terminate regular employment while on paid maternity (childbirth) and/or parental leave and receive instead any retirement benefits for which they are eligible.
12. Compensation: Employees will receive their regular compensation and benefits while taking maternity (childbirth) and parental leaves. The rate of pay will be their regular rate at the time of absence, plus shift premium, if applicable, multiplied by the number of hours of paid maternity (childbirth) and parental time scheduled and used. If contractual wage increases occur during the leave, those shall also apply.
13. Absence from Work: If an Employee is absent from work during the period of physical recovery after having exhausted the allotted paid maternity (childbirth) leave, but has not met the eligibility requirements for extended sick time pay or paid parental leave, Employee will, by default, be paid out of PTO, if any is available. At the Employee's request, excused absence without pay may be considered during that period.
14. Employees cannot receive pay in lieu of time off.
15. Pyramiding – Maternity (childbirth) and parental leave will not be “pyramided” (i.e., paid twice for the same type of leave for the same eligible event). Note: multiple births (e.g., twins, triplets, etc.), and multiple children adopted, fostered or assigned guardianship are considered one event. An Employee may not have more than one period of paid maternity (childbirth) and/or paid parental leave for the same child (e.g., previously fostered or assigned guardianship).
16. There is no payout of unused paid maternity (childbirth) or paid parental leave.

ARTICLE 34. LACTATION SUPPORT

- A. The Employer and UPAMM support Employees who continue breastfeeding upon return to work consistent with the requirements of the Patient Protection and Affordable Care Act of 2010 and the PUMP for Nursing Mothers Act of 2022. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, Employees will have access to those spaces for the purpose of expressing breast milk. A list and map of such spaces will be maintained on the Work/Life Resource Center website. If no such space exists within a reasonable walking distance to the Employee's assigned work site, the department for the Employee's worksite will make a reasonable effort to designate an appropriate temporary space for the purpose of expressing breast milk. A reasonable walking distance is generally considered to be approximately five (5) minutes.
- B. Upon request of the employee, the employer will provide a Core Image Device for use. It will not be expected that employees will work during this break.
- C. Any Employee who requires use of lactation support services provided by the Employer will communicate their anticipated needs to their supervisor. All efforts will be made to provide reasonable break time for the Employee to express breast milk for one year after a child's birth each time such Employee has need to express the milk in accordance to guidance provided on the Work/Life Resource Center website. The average length of such breaks is expected to be 30 to 40 minutes, including travel time. Employees who have a need to express milk shall have convenient access to refrigeration so that breast milk may be stored. Requests for added locations where refrigeration is required will be brought to the Labor Management Committee.

ARTICLE 35. EMERGENCY REDUCTION IN OPERATIONS

- A. It is the policy of the University to remain open at all times in order to maintain our commitment to the community by providing services to patients, students, and to the public. In the event of unforeseen circumstances or events, the University reserves the right during an emergency to interrupt or reduce services for prolonged periods of time, while minimizing to the degree possible the negative impact on services and people.
- B. In the event of inclement weather conditions, the Employer will endeavor to maintain all of its services. In that event,
 - 1. Employees will make every effort to report to work.
 - 2. An Employee may determine that travel is unsafe and may elect to not travel to work.
 - 3. An Employee who does not travel to work shall contact their immediate supervisor to discuss the work that can be done remotely. Such an Employee may also take time off utilizing PTO or approved time without pay. In such instances, the Employee shall notify the supervisor and discuss the appropriate amount of PTO that may be taken.
 - 4. 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. For those working longer than 12 hours, food assistance will be provided.

5. If severe weather or other Emergency conditions have been declared by any governmental authority with jurisdiction over the county in which the Employee works or lives but an Emergency Reduction in Operations has not been instituted by the University:

- a. Employees who report, but are late for duty will not be considered tardy; and,
- b. Employees who are unable to report for duty may use no pay or scheduled PTO.

C. Developing Emergency Conditions (less than 1 day):

1. Decisions to allow staff members to leave work early in a developing severe weather or other emergency situation will be the responsibility of the employing department.
2. Time lost from work in such an event will be in accordance with the Fair Labor Standards Act regulations and pay and benefits will continue for regular staff and faculty.

D. Emergency Reduction in Operations (1-2 days):

1. In the event of short term emergency conditions due to severe weather, natural disaster, major utility failures or other unforeseen circumstances, the University may declare an Emergency Reduction in Operations.
2. Critical services are defined as those services or activities required to provide for the full and complete delivery of care to patients and students, and protection of the health and safety of humans and animals in research capacities. Critical Employees in these functional areas will be expected to report to work during emergency periods in accordance with their unit's specific designation.
3. Employees who report to work during this time will receive regular compensation; Employees scheduled to work who are not able to report to work due to circumstances beyond their control will be permitted to request PTO or excused time without pay.
4. Attendance requirements under Article 18 will be in effect for tardiness and/or absenteeism due to weather or other conditions during any period not declared an Emergency Reduction in Operations.

E. Reduction in Operations (Greater than 2 days)

1. In the event of extended emergency conditions due to weather, natural disasters, major utility failures, health or environmental crisis or other unforeseen circumstances, the University may enact an Emergency Reduction in Operations.

2. The University will determine the extent to which it will continue mission critical services and the infrastructure needed to support them. In such an event, the University and the Union will meet to discuss the impact on affected Employees. During such a time as an extended reduction in operations (greater than 2 days), the University may require all available staff to provide services as required and appropriate. Every reasonable effort will be made to facilitate contributions to critical service areas. Upon approval, designated Employees should report to work and may receive assignments outside of their normal duties.

ARTICLE 36. FURLOUGH (SHORT TERM LAYOFF)

SECTION 1. GENERAL PROVISIONS

- A. The University endeavors to provide stable employment. However, short-term developing situations such as an unexpected loss of funding, lack of work, disruption to operations, or a governmental/third party directive (e.g., public health orders, stop-work orders, etc.) may result in furlough (short term layoff). Furloughs (short term layoff) may not be implemented for normal fluctuations in patient volume. The provisions of this Article are not to be used to address misconduct or performance deficiencies.
- B. The intent of this Article is to enable a proportionate response to such short-term disruption with short-term actions that preserve university missions and assets, while retaining Employees for an expected return to more regular operations.
- C. An Employee who has been placed on furlough (short term layoff) is considered to be on a temporary unpaid leave of absence.
- D. This policy does not apply to:
 1. Instances of voluntary or assigned paid-time off during a “slack” or “down” period pursuant to Article 28, Paid Time Off;
 2. A reduction in hours (effort reduction);
 3. Reduction in Force pursuant to Article 37;
 4. An Emergency Reduction in Operations implemented pursuant to Article 35.
- E. Prior to the furlough (short term layoff) of any Employee, the University shall meet with the Union for the purpose of providing advance notice and discussing the reasons the furlough (short term layoff) is necessary.
- F. Employees on any form of Leave of Absence are not eligible for furlough (short term layoff).

- G. The University will not contest a claim for unemployment occurring as a result of furlough (short term layoff) unless an Employee declines redeployment to other available work, or was placed on furlough (short term layoff) due to loss of employment authorization. It is acknowledged and understood that approval of unemployment benefits, including the amount of any such benefits, is at the discretion of the Michigan Unemployment Insurance Agency. While on furlough (short term layoff), acceptance of supplemental work outside of the University is allowed but may impact an individual's ability to qualify for unemployment benefits.

SECTION 2. VOLUNTARY FURLOUGH (SHORT TERM LAYOFF)

- H. Prior to involuntary assignment of furlough (short term layoff), departments or units shall initially seek volunteers under the following provisions:
1. In the event more Employees volunteer for furlough (short term layoff) than staffing needs of the unit/department can accommodate, Employees will be selected for furlough (short term layoff) on the basis of their seniority (most senior Employees first), provided that the Employees remaining have the ability to perform the available work.
 2. Employees classified as probationary may voluntarily submit a furlough (short term layoff) request. Probationary Employees granted furlough (short term layoff) will have their probationary periods extended by the length of their furlough (short term layoff).

SECTION 3. TRANSFER, REDEPLOYMENT, AND USE OF PAID TIME OFF IN LIEU OF FURLOUGH (SHORT TERM LAYOFF)

- I. Prior to any involuntary furlough (short term layoff), the Employer shall make a good faith effort to offer temporary redeployment or reassignment to other available work. An Employee designated for furlough (short term layoff) who is offered redeployment or reassignment may elect to take the furlough (short term layoff) rather than the redeployment or reassignment. Declining work may impact unemployment eligibility, see paragraph 1.G. above regarding unemployment eligibility.
- J. As an unanticipated situation unfolds, departments may permit use of paid time off, or approved no-pay hours (for up to two weeks) while assessing the operational need for furlough (short term layoff).

SECTION 4. INVOLUNTARY FURLOUGH (SHORT TERM LAYOFF)

- K. Within the parameters indicated above, departments or units may define the potential population for the purpose of assigning furloughs (short term layoff) based on organizational structure, work location, type of work performed, funding source, or other relevant factors related to the reason for the temporary disruption.
- L. Within the defined population, the order of furlough (short term layoff) will begin with the Employee with the least seniority, provided that the Employees remaining have the ability to perform the available work.

- M. Temporary employees and Term-Limited Employees will have their appointments reduced or eliminated before regular Employees as described below, as a measure to keep regular Employees on the active payroll.
1. Probationary Employees are put on furlough (short term layoff) before non-probationary Employees, provided those remaining have the ability to perform the available work. The probationary period shall be extended by an equivalent amount of time as the furlough (short term layoff).
 2. Employees in a term-limited appointment who are placed on furlough (short term layoff) may have an equivalent period of time/effort added to the end of the planned appointment end date at the department's discretion.
- N. Notification: An Employee who is designated for a furlough (short term layoff) will be given notice as soon as practicable.
- O. Employees are relieved of work duties and shall not perform work related to their University position during the period of furlough (short term layoff).
- P. Notifications
1. The department, in consultation with the appropriate University Human Resources Office, will provide the Employee any required notification regarding unemployment claim eligibility and provisions for benefit continuity, as well as initiate the appropriate employment transaction to move an Employee status to furlough (short term layoff), and set the subsequent return date, including extensions or early return.
 2. The Employee is responsible to ensure that their contact information is up-to-date in order to receive timely notification from the Employer during the period of furlough (short term layoff).
- Q. Reduction-in-Force: In the event that business circumstances change to warrant the need for elimination of a position, or create increased uncertainty about the return date beyond the intended timelines of this policy, the provisions of Article 37 (Reductions-In-Force) shall apply.
- R. Transfer: An Employee is eligible to transfer to another regular position at the university during the period of furlough (short term layoff). Such a transfer ends further rights under this Article.
- S. An Employee on an unpaid leave of absence remains on the leave of absence. The Employee may be placed on furlough (short term layoff) upon expiration of the leave if their position is subject to an existing furlough (short term layoff) program.

SECTION 5. BENEFITS ON FURLOUGH (SHORT TERM LAYOFF)

- T. The following benefit terms apply to Employees who are on furlough short term layoff):
1. Group Life, Long Term Disability, Health, and Dental Insurance: The University will continue university contributions toward insurance coverage during the period of a Furlough (short term layoff) similar to active Employees.

- a. Life, LTD, health, dental insurance, vision, and legal coverage will continue during the period of Furlough (short term layoff), provided there is continued payment/payroll deductions of the required Employee premiums as prescribed by the university. Employees are responsible for their annual FSA election amounts.
 - b. If coverage has been discontinued for the period of furlough (short term layoff), coverage will be reinstated when the Employee returns to a benefit eligible position.
2. Retirement Savings Program: All contributions are discontinued while on furlough (short term layoff).
3. Eligibility to Retire During a Furlough (short term layoff): An Employee who has met the age and service requirements to retire prior to the beginning of a furlough may retire at any time during the furlough.
4. PTO and Other Paid Time Off Benefits: An Employee placed on furlough (short term layoff) will retain any unused PTO. There is no access to paid time off during the period of furlough. PTO accruals will stop during the period of furlough.

SECTION 6. RETURN FROM FURLOUGH (SHORT TERM LAYOFF)

- U. The Employer will make every effort to return Employees to their original position, appointment fraction, and shift at the conclusion of their individual furlough (short term layoff) period. The Employee will be returned to the work schedule upon either:
1. The end of the designated furlough period, including any extensions (not to exceed six months total); or
 2. An early recall from the furlough due to changed circumstances enabling the return to work.
 - a. Advance notice of early recall will be given where practicable, but may be given with as little as one workday notice. An Employee may request to use available paid time off or approved no-pay for up to one (1) week before returning to work due to an early recall notice for furloughs that were scheduled to be longer than one month.
 - b. The order of recall from furlough will start with the Employee with the most seniority who in the judgement of the department possesses the necessary skills, knowledge, and abilities to perform the available work.
 3. An Employee who fails to return to their position or respond to early recall notice shall be terminated after seven (7) calendar days.
 4. An Employee who returns to a regular position at the end of the furlough period will retain their seniority, including the period on furlough.

ARTICLE 37. REDUCTION IN FORCE

- A. The University endeavors to provide stable employment. However, situations such as a lack of funds, lack of work, or reorganization may require a reduction in the work force. A reduction in work force is triggered by:

1. the elimination of a filled position or position(s) in a classification in a department because of circumstances such as, but not limited to, a lack of work, lack of funds, or reorganization.
 2. a mandatory reduction in hours to eighty percent (80%) or less of an Employee's appointment fraction for at least thirty (30) calendar days where the Employee does not choose to accept the reduced appointment.
- B. An Employee who has been notified that their position will be eliminated, or who has chosen not to accept a reduction in effort to 80% or less of their appointment, and who has not transferred or been placed into another position with the University pursuant to the procedures below by the effective date of the reduction in work force, will be subject to layoff. Layoff is an inactive employment status resulting from reduction of the work force.
- C. The University shall meet with the Union prior to a reduction in work force affecting any Employee for the purpose of informing the Union of the affected areas of patient care or service, as well as to problem-solve in an effort to avoid any reduction in work force. If a reduction in work force is necessary, a joint team will meet to coordinate the process. The parties may explore options for early retirement and buyout incentives.
- D. A non-probationary full or part-time Employee who is designated for a reduction in work force, either by having their position eliminated or designated for a mandatory reduction in hours to eighty percent (80%) or less of their appointment fraction for at least thirty (30) calendar days, must be given written notice as soon as practicable, but not less than 30 calendar days prior to anticipated layoff or mandatory reduction in hours. This thirty (30) day calendar period is the "notification period." An Employee with ten (10) or more years of seniority will have a notification period not less than ninety (90) calendar days prior to anticipated layoff or mandatory reduction in hours. The department and appropriate Human Resources staff will meet with the affected Employee to provide this notice and respond to questions, and the opportunity for union representation in this meeting will be afforded. A transfer or reassignment to a vacant position may be made any time during the notification period, pursuant to the procedures set forth below.
- E. During the notification period, a department may continue to have the Employee report for duty, or the department may choose to provide payment in lieu of notice equivalent to the regular compensation plus any shift differential if applicable, the Employee would have received if the Employee had been required to work during the notice period for which the employee is eligible. If an Employee is reassigned to another vacant position within their department or transfers to other employment with the University during the notice period, payment in lieu of notice will cease.
- F. A reduction in work force shall be by and from each classification (Physician Assistant is one such classification) within a unit or department in accordance with the following procedure:
1. Probationary Employees within a unit shall be terminated due to lack of work before any non-probationary Employee is laid off, provided that the Employees remaining have the ability to competently perform the available work.

2. Thereafter, Employees within a unit or department shall be notified of a reduction in work force in order of seniority, beginning with the Employee with the least seniority, provided that the Employees remaining have the ability to competently perform the available work.

G. At the discretion of the department, an Employee who has been notified of a reduction in force may be offered the opportunity for reassignment to a vacant position within that department for which they are qualified, prior to that position being posted. In the event the Employee declines to be reassigned into that vacant position, the Employee will retain their rights as set forth in this Article.

SECTION 1. TRANSFERS

H. An Employee who is notified of a reduction in work force or laid off will be eligible to apply for transfer to another position subject the following guidelines:

1. For a two-week period after receipt of a notice of reduction in force, affected Employees shall receive priority consideration for positions in PA classifications for which they are qualified. During this two-week period, affected Employees may apply for positions, and if qualified, will be placed in the position over other more qualified or more senior candidates who were not affected by the reduction in work force or who are external candidates.
2. After conclusion of this two-week priority consideration period, affected Employees who apply for open positions for which they are qualified will be provided the opportunity to interview, but are not guaranteed placement in a position over more qualified or more senior applicants.
3. "Qualified" means that records of the University and other knowledge known to the University indicate with reasonable certainty that the Employee will be able to competently perform the full range of duties of the open position with reasonable training. If the Employee who is designated for layoff or laid off is not qualified for the open position, the department must document the reasons for non-selection.
4. When an Employee who has been notified of a reduction in work force or laid off accepts an offer of regular employment at the University, the initial ninety (90) days of employment in the new position will be a mutual assessment period. Supervisors will assess the Employee's work performance to determine whether to continue employment. If employment is not continued or if the Employee considers the new employment to be unsatisfactory, the Employee may return to lay-off status. Neither the University nor the Employee has an obligation to continue employment during the mutual assessment period.
5. In these cases where an Employee returns to lay-off status, the lay-off period will resume and continue through the original end-date of the lay-off period as if

uninterrupted. If the lay-off period would have expired during the period of employment and employment is not continued, the Employee will revert to lay-off status for the period of time he/she spent in the department during the mutual assessment period.

- I. An Employee who has been notified of a reduction in work force or laid off, who applies for a transfer and then, without good cause, fails to accept an offered appointment at a salary of eighty percent (80%) or more of the Employee's prior salary shall be terminated.
- J. An Employee who is notified of a reduction to eighty percent (80%) or less of their appointment fraction has the option of either accepting the reduced appointment or electing to be treated as subject to a reduction in work force as if their position had been eliminated. If the reduction in work force option is elected, the Employee will be subject to all provisions of this Article.

SECTION 2. LAYOFF

- K. An Employee who does not transfer to another position during the notification of layoff period will be laid off. The duration of layoff is a period equivalent to the Employee's length of service up to a maximum of eighteen (18) months. An Employee who is laid off who has not been re-employed within the eighteen (18) month period will be terminated.

SECTION 3. RECALL

- L. An Employee laid off or transferred from a position under the provisions of this policy will be recalled to the position before temporary or new regular staff members are hired, for the position provided:
 - a) The recall occurs within the time limits provided in paragraph K, and
 - b) The staff member has retained the ability to perform the work.

The order of recall will start with the Employee with the most seniority who has the qualifications required.

- M. An Employee who, at the time a layoff period expires, is working in another regular position to which the Employee was transferred or recalled during the layoff period, will retain their seniority, but will have no further recall privileges to the original position held at the time of layoff.
- N. An Employee who is transferred or recalled to another regular position (as opposed to reassignment under the mutual assessment period) and is subsequently laid off from that position during the original layoff period, has the option at the time of the second layoff, of either 1.) retaining the original eligibility period for recall to the position held at the time of the original transfer or layoff, or 2.) establishing a new eligibility period for recall to the position from which the second transfer or layoff occurred, provided that the transfer or recall to the interim position was not for a fixed period of time.

- O. An Employee on layoff status who does not respond within seven (7) calendar days of a notice regarding either a recall to work or an opportunity to interview for an open position, will lose seniority and their employment will be subject to termination by the University as provided for in Article XIII, Seniority.
- P. Impact on Benefits:
- a) Group Health, Life, and Dental Benefits: An Employee may elect to continue health, life, and dental coverage by contacting the University Benefits Administration Office to arrange for continuation of benefits and by paying the full premium in advance as prescribed by the University. Coverage will be discontinued at any time the Employee becomes employed by another employer who provides health, dental and/or life insurance.
 - b) Retirement: All contributions are discontinued. In order to qualify for retirement benefits, the Employee must have reached the necessary age and accumulated the necessary years of service as of the last date worked.
 - c) Disability Plan: Long-term disability plan protection will be discontinued during the period of layoff.
 - d) Impact on Maternity (Childbirth) and Parental Leave, Paid Time Off is referenced in each of those respective articles.

Any Grievance involving compliance with this Article shall begin at Step Three of the Grievance Procedure.

ARTICLE 38. COMPENSATION – SALARY

SECTION 1. CLASSIFICATION

- A. Employees are assigned a job title and salary grade based on area of practice and specialty as outlined in Appendix B.
- B. Lead Physician Assistants provide functional supervision limited to assigning, instructing and reviewing work. Compensation for Lead Physician Assistants is via an administrative differential based on the number of Physicians Assistants and where applicable on blended teams, to include PAs and NPs functionally supervised (≤ 5 PAs/NPs = \$5,000; 6-9 PAs/NPs = \$7500; ≥ 10 PAs/NPs = \$10,000).
- C. A Physician Assistant Neonatology Critical Care who participates in air and ground patient transports will be eligible for a quarterly bonus of \$1000 per quarter. Bonuses shall be prorated for part-time Employees. The quarterly bonus periods shall begin on January 1, April 1, July 1, and October 1, as the case may be. Eligibility for a bonus payment shall be forfeited if an Employee is absent for any reason, except for scheduled Paid Time Off or holiday time off, in excess of one hundred twenty (120) hours in a given quarter.

SECTION 2. SALARY

- D. Employees will be compensated according to the Physician Assistant Salary Schedule. The Salary Schedule represents an annual salary based on full-time, 2080 hours per year or 1.0 FTE (full-time equivalent).
- E. All new Employees upon hiring will have their steps determined by their years of experience as a practicing physician assistant based on their hire date.
 - 1. Employees will receive one (1) point for each year of experience as a practicing physician assistant.
 - 2. Points will equate to the corresponding step of the same number. *Example: 14 points would be assigned to step 14 on the Physician Assistant Salary Schedule.*
 - a. Employees without one year of experience as a practicing physician assistant, as of their hire date, will be compensated at the minimum step on the Physician Assistant Salary Schedule.
 - b. A fractional number of points will be rounded up to the nearest whole number to account for years of experience. *Example: 12.5 points would be rounded up to 13 points.*
 - c. Employees with 40 points or greater will be assigned to step 40 (the maximum step) of the Physician Assistant Salary Schedule.
- F. Effective July 1, 2024, the wage progression schedule will be adjusted by 2.91% as a one-time scale equity adjustment to address market factors unique to Physician Assistants, as reflected in Appendix C.
- G. Effective July 1, 2024, all salaries on the Physician Assistant Salary Schedule will be increased by 5%.
 - 1. Effective July 1, 2024, all current Physician Assistants will be granted a one (1) time two(2) step increase on the pay progression schedule in addition to the annual progression step.
 - 2. Employees who have already reached the maximum step (step 40) will receive an increase to their base salary that aligns with the salary schedule increase and will not advance a step.
 - 3. Employees who reach the maximum step (step 40) and whose base salary exceeds the assigned salary step will receive a 5% pay increase via a lump sum and will not advance a step.

- H. Effective July 1, 2025 all salaries on the Physician Assistant Salary Schedule will be increased by 4% attached as Appendix D and Employees will advance to the next step in the Physician Assistant Salary Schedule so that the Employee's increase will be the 4% applied to the Physician Assistant Salary Schedule and the salary increase to the next step.
1. Employees who have already reached the maximum step (step 40) will receive an increase to their base salary that aligns with the salary schedule increase and will not advance a step.
 2. Employees who reach the maximum step (step 40) and whose base salary exceeds the assigned salary step will receive a 4% pay increase via a lump sum and will not advance a step.
- I. For calendar year 2026 all salaries will be increased as described in the "Me-too" MOU
1. Employees who have already reached the maximum step (step 40) will receive an increase to their base salary that aligns with the salary schedule increase and will not advance a step.
 2. Employees who reach the maximum step (step 40) and whose base salary exceeds the assigned salary step will receive an increase via a lump sum and will not advance a step.
- J. In the event an Employee does not believe their salary or salary grade has been adjusted correctly in accordance with paragraphs E,F,G,H, or I, of this Article, the Employee may request a review of their compensation by submitting a request to Human Resources and a copy to the Union for such purposes. Human Resources will communicate the evaluation and the final determination to the employee.
- K. A \$2,000 retention bonus will be awarded in the July 2026 pay to current Physician Assistant in a classification represented by this bargaining unit and in an active employment status as of the ratification of this Agreement and remain in a classification represented by this bargaining unit and in active status at time of payout.

ARTICLE 39. ADMINISTRATIVE TIME

- A. Ambulatory Care: All physician assistants working in Ambulatory Care will be allocated an amount of administrative time that is equal to 20% of their appointment fraction. This administrative time may be structured according to the needs of the Department. Administrative duties will include but are not limited to; documentation, returning patient calls/emails, in-basket messages, prescriptions and results management. After completion of clinical administrative duties, if there is remaining administrative time, such time can be used as hospital business for scholarly activities.

- B. Inpatient Care: All physician assistants working in the Inpatient setting will receive eight (8) hours of hospital business time, prorated to appointment fraction, every standard calendar quarter. This time is to be used for scholarly activities. These activities include research, quality improvement, clinical simulation presentations, as approved in advance by the Employee's supervisor.
- C. Emergency Department: All physician assistants working in Emergency Medicine will receive one hundred-forty two (142) hours of administrative time annually in order to meet Department requirements, prorated to appointment fraction as a local market adjustment.

ARTICLE 40. ADDITIONAL SHIFTS AND PAY

Employees may periodically be required to work extra hours (for example, extended shifts) to meet patient care needs, without additional compensation.

- A. In certain circumstances, and with advance approval of Departmental management, an Employee who works additional shifts of four (4) hours or more will be eligible to receive either, at the Employee's discretion, either an equal amount of time off on another date, or additional compensation at their regular rate of pay, plus any applicable shift premiums. These circumstances include but are not limited to the following:
 - 1. The additional shifts are due to another provider being on a Leave of Absence.
 - 2. The additional shifts are due to a staffing vacancy .
 - 3. The additional shifts are to meet the PTO or other needs of the work unit to accommodate benefits usage.
- B. In the event an Employee works an additional shift of at least four (4) hours and chooses not to receive the additional pay, the Department will make all reasonable efforts to provide the Employee with an equal amount of time off on another date within three (3) months of the extra shift being worked, on a date to be mutually agreed upon by the Employee and supervisor. At the time the work is occurring and by mutual agreement, the time frame for providing this equal time off may be extended to six (6) months after the additional shift(s) worked. In the event that this time off on another date cannot be accommodated within the time frames specified above, the Employee will be paid for the additional shift(s) at their regular rate of pay plus any applicable shift premiums.
- C. In the event an Employee has contracted a communicable disease that under UMH policies requires them to remain out of work for a specified period, and the Employee had committed to working an additional shift that qualified for an incentive pay or additional compensation, the Employee shall suffer no loss and qualify for the incentive pay/additional compensation.

ARTICLE 41. WORKLOAD REVIEW

- A. It is essential to ensure every PA is responsible for a reasonable workload.

- B. If the Employee perceives there is a pattern of excessive workload, that is not periodic in nature, and requires the PA to regularly work additional hours beyond their appointment, the parties agree to work together through collaborative problem-solving to address the excessive workload and find a meaningful solution.
- C. Workload, along with scope of practice, is influenced by many factors. Workload and efficiency are influenced by intrinsic factors and extrinsic factors, both of which can contribute to excessive workload.
- D. The primary goal of this process is to accurately assess workload and to identify what improvement opportunities may exist to address workload concerns. Guiding principles for this process include, but are not limited to:
 - 1. An attempt should be made to address workload review requests at the local level whenever possible. In the event that a Workload Review cannot be successfully managed locally, formal requests for workload review may be submitted by the Union to Labor Relations.
 - 2. Data gathering is the starting point of the workload review process. Accurate attribution and exploration of root causes, along with constructive responses to opportunities identified will be gathered and discussed.
 - 3. Whenever possible, the intent is to assess the full workload including both revenue and non-revenue-generating services.
 - 4. A component of the workload review process will involve engagement with the individual PA affected by the workload review request along with their union representative(s). Opportunities for both parties to review relevant data, to identify any factual errors and/or provide explanations for aberrant findings, as well as to participate constructively in the workload review process will be provided.
 - a. Efforts to address workload concerns, including implementation efforts, require the active participation and engagement of the affected PAs in collaboration with local leadership.

E. Workload Review Process

- 1. The Employee may request a workload review meeting with their respective APP Manager and a Union representative(s).
- 2. Upon receipt of an Employee's request for workload review, the APP Manager should notify respective PA Service Line Director.
- 3. Initial outreach to the Employee and their union representative acknowledging receipt will occur within seven (7) calendar days of receipt of a workload review request, and a subsequent "workload review" meeting will be scheduled with the APP Manager, with or without appropriate local physician leadership, as soon as practicable.

4. During this process the Employee, the Union, and Labor Relations will consider additional compensation as a component of the remedy, if the parties or the arbitrator substantiate excess workload.
5. After the conclusion of this process, if the Employee or the Union is not satisfied with the outcome of the Workload Review Process, they may submit the matter for review through the grievance procedure outlined in Article 16 of the UPAMM contract starting at Step 3.
6. Workload concerns are appropriate topics for discussion at the Labor Management Committee. Parties may agree to form workload review committees for specific issues or areas.
7. With the concurrence of both UMPNC and UPAMM, Physician Assistants may participate in Workload Committees along with Nurse Practitioners and they will receive compensation or paid release time for participating in the committee meetings in the same manner as the Nurse Practitioners.

ARTICLE 42. SHIFT PREMIUM

A.

| | Shifts of 8 hours or longer | Shifts of less than 8 hours |
|-----------|---|--|
| Day | Starting time on or after 3am and before 11am OR has the majority of hours scheduled between 7am and 3pm | Starting time on or after 5:00am and before 1:00pm |
| Afternoon | Starting time on or after 11am and before 7pm OR has the majority of hours scheduled between 3pm and 11pm | Starting time on or after 1:00pm and before 9:00pm |
| Night | Starting time on or after 7pm and before 3am OR has the majority of hours scheduled between 11pm and 7am | Starting time on or after 9:00pm and before 5:00am |

B. COMPENSATION

| | Day | Afternoon | Night |
|-----------|--------|-----------|--------|
| MTWR | N/A | \$4.00 | \$6.00 |
| Friday | N/A | \$6.00 | \$7.00 |
| Sat & Sun | \$3.50 | \$6.00 | \$7.00 |

- C. Employees who work straight afternoon or straight night shifts shall also receive the afternoon or night shift premium, as applicable, for PTO, extended sick, paid maternity (childbirth) leave, paid parental leave or paid holiday that would have included the shift premium if worked.
- D. Employees who are dedicated night shift employees (anyone who works 75% of their scheduled shifts on nights) shall receive a 20% premium for all shifts worked, and as applicable for PTO, extended sick, paid maternity (childbirth) leave, paid parental leave, administrative time or paid holiday, etc. that would have included the shift premium if worked.
- E. Continuous Shifts. When a full-time Employee works beyond (either before or after their scheduled shift), they will continue to receive the shift premium, if any, determined by their starting time, or where the majority of the hours are worked. The exception to this rule involves an Employee working an additional shift. In this case, the Employee will be paid for the shift premium for that shift or the shift premium for the first full shift, whichever premium is greater.
- F. Split Shifts. When an Employee's schedule of work is divided by a period of time exceeding one (1) hour, the second segment will be considered a new starting time in determining whether a shift premium is payable for that segment.

ARTICLE 43. ON-CALL PAY

- A. Employees are "on-call" when they are scheduled for a specific on-call shift and are required to restrict their whereabouts and remain in a professional state so that they can be reached and will be available to report to work immediately to provide clinical care, if called. Use of cellular phones, pagers or other means of remaining available for contact, which do not require any restrictions on an Employee's whereabouts, are not compensable as "on-call" time.
- B. Employees designated as "on-call" shall be paid \$8.50 per hour for all such hours that qualify as "on call."
- C. Employees called in to work while "on-call" shall receive compensation at their regular rate for time worked, plus overtime (if required under the Fair Labor Standards Act) and shift or weekend premiums, if applicable. "On-call" pay ceases while the Employee is at work after responding to a call-in.
- D. Time spent "on-call" and travel time to and from work, after being called in, shall not be considered as time worked, but "on-call" pay must be included in the calculation of overtime pay for any work week for which an Employee receives both "on-call" and overtime premium compensation, if overtime is applicable to the Employee.
- E. Staff members required to remain on University premises, or so close to the premises that they cannot use their time effectively for their own purposes, are working and not "on-call." All such hours are to be reported as time worked and are excluded from paragraph 4 above.
- F. Staff are not eligible for "call-back" pay during periods when they are "on-call."

- G. When on-call coverage is required, the Employer will post an on-call schedule in advance. The Employer will first seek volunteers for on-call assignments. If sufficient volunteers are not available to meet coverage needs, the Employer will assign on-call shifts from among those who have not yet volunteered, in order of reverse seniority within the local scheduling unit. For each successive on-call schedule in that unit, if it continues to be necessary to assign Employees to on-call shifts, the Employer will proceed to rotate up the seniority list until each Employee in the scheduling unit has covered an on-call shift, before assigning any Employee to be on-call a second time. On-call assignments will be prorated equitably according to appointment hours to the extent practicable. The Employer will not cancel a scheduled on-call shift with less than 24 hours' notice.

ARTICLE 44. PROFESSIONAL DEVELOPMENT FUNDS

- A. Each Physician Assistant with an appointment of 0.5 FTE and above will receive an allocation of \$2,500 to use for professional development. Unused professional development funds in one fiscal year may be carried over for up to one additional fiscal year, for a maximum of two (2) fiscal years in which to utilize the funds. Professional Development funds are payable during active employment, but not during unpaid leaves of absence or layoff.
- B. Expenditures to be covered by this fund must comply with the University's appropriate use policy and may include, but are not limited to, Continuing Medical Education courses, books, journals, subscriptions, professional membership dues, and license fees.
1. Travel will be reimbursed from this account according to University policy for pre-approved conferences. The approval process for funding related to instructional conferences, seminars, or workshops should be determined by each section/department. Appropriate examples of conferences would include either specialty-specific conferences or primary care related conferences necessary for PA license maintenance and recertification.
 2. PAs may utilize up to \$200.00 of their Professional Development funds for the purchase of a stethoscope, but no more than one time in any five (5) year period of employment. If a PA wishes to utilize such funds toward the purchase of a digital stethoscope, the PA must specifically have approval from their clinical leadership so as to ensure the device can be used in clinical practice within their department or ambulatory clinic.
 3. Professional Development funds shall not be utilized to purchase any other equipment.
- C. If a Section or Department requires that the PA's maintain certification in FCCS, ATLS, PALS, NRP, ABLS, or ACLS, these will be funded separately by each department and will not be included in the annual allocation of professional development funds for the individual PA. The ATLS course, if required, should be taken at UMHS. If a Physician Assistant chooses to take this course elsewhere, professional development funds will be applied to cover the cost. Bi-annual NCCPA certification maintenance fee and NCCPA recertification examination (PANRE) fee (payable only one time every 10 years), will be funded separately by the Employer, pursuant to the Employer's standard procedures.

- D. All Employees are eligible for five (5) days (up to 40 hours) of hospital business time annually for professional development activities, prorated based on appointment, except that no Employee shall receive less than three (3) days (equal to 24 hours) annually. For example, a 0.5 FTE is prorated at 0.5×5 days for a maximum of 2.5 days (rounded up to 3). When prorating CME days by appointment fraction, all partial days should be rounded up to the next full day. A hospital business day is defined as eight (8) hours. Unused hospital business time cannot be carried over into subsequent years.

ARTICLE 45. BENEFITS PLANS

- A. Each plan shall be as provided by the University and may be amended, but not eliminated. In the event of changes in benefits, the Union will be notified prior to the effective date of the change. No matter concerning any of the benefits set forth in this Article shall be subject to the grievance and arbitration procedure except for a question of whether the University has complied with the specific provisions set forth in this Article.

SECTION 1. GROUP HEALTH INSURANCE PLAN

- B. The group health insurance plan shall be as provided by the University in the same manner and to the same extent as provided to employees not represented by a labor organization except as specifically provided in this Article.
- C. Contribution rates toward health insurance premiums will be an average aggregate contribution ratio of 70% contributed by the University and 30% contributed by the Employees. The aggregate contribution of 30% is inclusive of the cost of health care premiums, co-pays (for prescription drugs, office visits, emergency and urgent care visits, etc.) and deductibles.
- D. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.
- E. Employees who do not elect to waive or enroll in a health insurance plan within thirty (30) days of the eligibility date will be automatically enrolled in the comprehensive major medical plan with single person coverage.
- F. 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 2. GROUP LIFE INSURANCE

- G. The University Group Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to employees not represented by a labor organization within the Benefits Program. The University plan offers \$30,000 of life insurance coverage with the full cost paid by the University.

- H. The Optional Life Insurance Plan shall be provided by the University within the Benefits Program. The amount of Optional Life Insurance coverage elected by an Employee may range from \$5,000 at the minimum to an amount equal to eight (8) times the Employee's salary, up to a maximum of \$1,500,000. Salary as indicated is based upon an Employee's job rate for a normal 40-hour work week excluding overtime and other premiums. The cost of the Optional Group Life Insurance Plan is fully paid by the Employee and 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 increases. The cost will also increase when moving into the next higher age bracket.
- I. The Dependent Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to employees not represented by a labor organization.

SECTION 3. TRAVEL ACCIDENT INSURANCE

- J. The Travel Accident Insurance Plan shall be provided in the same manner and to the same extent as provided to employees not represented by a labor organization, the following, without cost to an Employee, will be provided and maintained:
- a. The amount of the principal sum of insurance for full-time Employees shall be \$50,000, or ten (10) times hourly rate times 2,080 hours, whichever is more, but not to exceed \$500,000, except as the amount may be reduced proportionately by a catastrophic accident.
 - b. The total cost of all benefits will not exceed \$10 million. If this limit does not allow a full benefit payment to each insured staff member, each staff member's benefit will be prorated.

SECTION 4. LONG-TERM DISABILITY PLAN

- K. The expanded long-term disability plan shall be as provided by the University in the same manner and to the same extent as University employees not represented by a labor organization.
1. The Employee must pay the entire cost for the Expanded Disability Plan during the first two (2) years of service.
 2. The University will pay the entire cost of the Expanded Disability Plan after two (2) years of service on annual base income up to \$66,200 per year (adjusted annually).
 3. Coverage on base income over \$66,200 (adjusted annually) after two (2) years of service is elective and the Employee must pay the cost according to the Expanded Long Term Disability Plan Policy.
 4. An eligible Employee shall receive a disability income under the Expanded Disability Plan which shall be 65% of the Employee's covered monthly base income.
 5. In the event that cash benefits are received from other sources as set forth in the Expanded Disability Plan, the disability income set forth in paragraph 4. 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 covered monthly base income for the Expanded Disability Plan.

6. For each month that a disability benefit is in effect and according to the provisions of each plan, Retirement Savings Plan, Group Life Insurance, Health Insurance Plan, and Dental Option 1 contributions shall be made by the University as provided in the Expanded Disability Plan Policy.

SECTION 5. GROUP DENTAL PLAN

- L. The Group Dental Plan and University contributions toward the dental plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a labor organization within the Benefits Plan. 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. Employees who do not elect to opt out or enroll in a dental insurance plan within 30 days of the eligibility date will be automatically enrolled in the Employee only University of Michigan Dental Plan Option I.
- M. 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 to 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 6. RETIREMENT PLAN

- N. The Retirement Savings Plan shall be as provided by the University in the same manner and to the same extent as provided by University employees not represented by a labor organization. It is understood that the retirement plan may be amended provided that:
 1. The University will contribute an amount equal to ten (10) percent of the Employee's eligible earnings each month for all eligible members of the UPAMM bargaining unit who contribute an amount equal to five (5) percent of the Employee's eligible earnings each month.
 2. Eligible earnings for University and Employee contributions toward the retirement plan shall continue to be determined by the Employee's base salary only, excluding additional forms of pay, such as, but not limited to, salary supplements, payout of unused vacation, shift or weekend premium, on call pay, call-back pay, administrative differentials, lead differentials, pay for additional workload or hours.
- O. The plan may not be amended to reduce or modify eligibility to participate in the plan or to reduce or modify criteria for determination of the retirement allowance.

SECTION 7. MEDICAL MALPRACTICE INSURANCE

- P. The Employer shall pay for malpractice insurance, which policy shall provide bargaining unit Employee coverage with limitations of not less than one million dollars (\$1,000,000.00) for each claim and an aggregate of not less than three million dollars (\$3,000,000.00).

- Q. Malpractice insurance will be maintained throughout the statute of limitations for claims filed for professional activities undertaken in the scope of employment and assigned by the Employer.

SECTION 8. TUITION SUPPORT PROGRAM

- R. The University agrees to provide the same Tuition Support Program it administers for employees not represented by a union, and which it may revise from time to time, to Employees of this bargaining unit. The policies, regulations, definitions, and procedures outlined in the University's Tuition Support Program Standard Practice Guide shall govern the use of this program for Employees in this bargaining unit. The Tuition Support Program shall not be eliminated during the term of this Agreement.

ARTICLE 46. PARKING

- A. The University shall provide for access to parking for physician assistants in the same manner and to the same extent as it does for all other employees. In order to support access to parking, the University agrees to provide a map of available onsite and offsite University parking options. In the interest of supporting Employee safety, the University agrees to provide security escorts to Employees upon request. Additionally, the University will, to the best of its ability, provide for lighting in parking lots and sheltered areas and maintenance of such areas, including snow and ice removal. The University will continue to make a good faith assessment of the possibility of adding sheltered areas to those lots where such shelters do not presently exist.
- B. Any Physician Assistant who works an afternoon shift ending at 10:00 pm or later in the evening, and who parks in the Wall Street parking structure shall be provided timely, on demand transportation from the main hospital to the Wall Street structure. The University shall make shuttle service available for off-shift employees. Safety of Physician Assistants who are required to walk to their vehicle after 10:00 pm will be prioritized.
- C. The University shall continue to notify all employees of changes to the parking programs through regular communications. Should the union determine that the effects of the changes impacts their members, the parties will meet for further discussions and/or subsequent negotiations.

ARTICLE 47. SEVERABILITY

- A. If any provision of this Agreement is found invalid because it is contrary to Federal or State law by a board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, that provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect. At the request of either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory and lawful provision. In such an event, the University may exercise its discretion in the matter until completion of any such negotiations. If after 60 days the parties have not arrived at a mutually satisfactory and lawful provision either party may take the matter to arbitration. The arbitrator's jurisdiction under this article is limited to determining a legal

replacement provision that is consistent with the intent of the original provision and does not violate other provisions of the collective bargaining agreement.

ARTICLE 48. INTERNAL MOONLIGHTING

- A. Employees who hold a regular appointment as a Physician Assistant with the University may work additional shifts in an internal moonlighting capacity on a service that is not their primary work appointment.
- B. An internal moonlighting position shall not be limited in duration.
- C. The salary grade for an internal moonlighting position shall be set based on the specialty of the moonlighting position according to the CBA. The Step placement will remain consistent with the Employee's regular appointment.

ARTICLE 49. EQUITABLE HIRING PRACTICES

Determination of top or “most qualified” candidate should not only include consistent adherence to the designed hiring process for all candidates, but also adherence to the UPAMM Collective Bargaining Agreement. Additionally, as part of the hiring process, hiring criteria should be identified that may include, but not be limited to training, experience, documented performance, required certifications, among other criteria. The Employer endeavors to provide Physician Assistant applicants fair and equitable access to job postings.

ARTICLE 50. PA PROFESSIONAL DEVELOPMENT MODEL

A. Section 1. General Provisions

1. The PA Professional Development Model (PDM) is a professional development program that allows Employees to highlight their professional contributions to clinical care, scholarship, leadership, community and professional service. PAs who advance within the PDM program will receive a commensurate adjustment in their base salary as part of their total compensation at Michigan Medicine.
2. Goals of the PDM include, but are not limited to, the following:
 - a. Establish professional development opportunities for PAs at Michigan Medicine
 - b. Ensure equitable process
 - c. Promote PA recruitment and retention
 - d. Foster PA engagement
 - e. Recognize professional achievements
 - f. Maximize PA contributions to organizational missions

B. Section 2. PA Professional Development Model (PDM) Overview

1. The PDM is comprised of 4 total levels. There is a base level (PA) and 3 opportunities for advancement (PA Intermediate, PA Senior, PA Specialist).
2. Each advancement level is accompanied by a working title change and an incremental increase in base salary.
 - a. PA Intermediate is associated with a 2% increase
 - b. PA Senior is associated with a 3% increase
 - c. PA Specialist is associated with a 5% increase
3. Once a level of compensation is achieved within the model it will not be rescinded provided they remain in a PA job classification.

C. Section 3. Eligibility

1. In order to be considered eligible for advancement within the PDM, PAs must meet the following eligibility criteria:
 - a. Must hold a Michigan Medicine appointment of ≥ 0.5 FTE in a PA job classification
 - b. Must have a minimum of 2 years of PA experience and a minimum of 1 year PA experience at Michigan Medicine
 - c. All PAs (≥ 0.5 FTE) transferring departments within Michigan Medicine will transfer at their current PA advancement level and may apply for advancement after 1 year in their new department.

- d. Applicants must be without substantiated, active formal discipline, and shall not have a performance improvement plan or practice concern focused practice evaluation (FPPE-PC) in the last 12 months.

D. Section 4: Application & Review Process

1. All Michigan Medicine PAs in a PA job classification will be placed in the first PA level within the PDM at program inception. No application is required.
2. Advancement in the PDM to subsequent PA levels is not automatic. PAs must follow the application process to be considered for advancement.
 - a. Upon advancement to PA Intermediate or higher, PAs will remain at their current level in the PDM unless a subsequent level is achieved.
3. A formal application with supporting documentation must be submitted to the PDM Review Committee in order to be considered for advancement in the PDM. Incomplete applications will not be processed.
4. Applications will be reviewed by the PDM Review Committee.
 - a. The Employer and UPAMM will convene a PDM Review Committee consisting of a minimum of 3 PA Managers or Directors and a minimum of 5 PAs appointed by UPAMM. The committee will be co-chaired by a UPAMM and the Employer.
 - b. Payroll adjustments for level advancement will occur as soon as practicable, ideally in the next available payroll cycle following PDM Review Committee notification.
 - c. Applicants will receive notification of the committee's decision as soon as practicable after their application is reviewed by the PDM Review Committee and a determination is made.
5. The PDM Review committee decisions are final. Applicants who do not successfully achieve advancement may reapply after 1 year.

E. Section 5: Implementation

1. Within 90 days of ratification the members of the PDM Review Committee will be designated and schedule an initial meeting.
2. The process of PDM program implementation and application requirements will be approved by consensus of the Labor Management Committee (LMC) based on recommendations from the PDM Review Committee.
3. As soon as practicable the PDM Review Committee will set an initial application deadline.
4. The PDM program will undergo periodic reviews and all proposed revisions made by the PDM Review Committee will be approved by consensus of the Labor Management Committee (LMC).

ARTICLE 51. STANDARD PRACTICE GUIDES

The Employer shall notify UPAMM of any newly created or revised Standard Practice Guide policies of the University and University of Michigan Hospitals (UMH) that impact bargaining unit members and shall bargain with the union concerning any policy or changes that impact Employees' wages, hours, working conditions, or other mandatory subjects of bargaining.

ARTICLE 52. FOUNDATION FOR CREATIVE PROBLEM SOLVING

The parties are committed to a collaborative, creative, problem-solving relationship to achieve the highest possible patient care and the highest possible Physician Assistant well-being. We encourage management and Physician Assistants at the department and work unit level to work together in the same collaborative, creative problem-solving spirit to resolve any problems/issues that arise. This contract should be viewed as a foundation for that problem solving and not a limitation on the creativity of the local level parties. Both UPAMM representatives and HR are available to assist in local level problem solving. If a creative solution(s) the parties are considering could impact a provision(s) of this contract both UPAMM and HR would need to approve that solution(s).

ARTICLE 53. JOINT VENTURES

The University may at times enter joint ventures or partnerships with other health care organizations to provide our expertise and advanced clinical care. Physician Assistant support may be requested. This article is to address those situations to which Physician Assistant support is permitted.

- A. At the establishment of a joint venture or partnership and it is determined that Physician Assistant support is needed, Management will meet with the Union to discuss the process of filling the position and other associated operational components of the position and location.
- B. When creating joint venture positions for current Employees on staff, this shall be voluntary, and no Employees will be forced to an offsite location if the new location is over 20 miles from their primary work location unless mutually agreed upon.
- C. Job postings, if applicable, for these locations, will be in accordance with Article 20 (Job Posting and Selection Process) in the CBA.
- D. Compensation will be in set in accordance with Appendix B and the current wage schedule of the CBA.
- E. If the position requires that the PA will work in two or more locations, and one of the locations is not a UMH location the following shall apply:
 - a. An establishment of a primary work location will be selected.
 - b. Mileage in accordance with the latest IRS guideline reimbursement rate will apply.
 - i. Mileage shall be calculated as the round-trip distance from the primary work location to the alternate work location.
 - c. If the distance is more than 100 miles to the joint venture location, alternate transportation will be made available and agreed upon with the employee(s).

- i. If traveling from the employees' home to the alternate work location is less than mileage from the employees' home to the primary work location, no mileage reimbursement shall apply.
- F. Work uniform requirements for the alternate site shall be established by the department.
- G. Employees working at the alternate site shall have the provisions of the CBA apply.

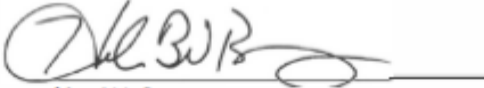
ARTICLE 54. WAIVER

- A. 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 the law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 55. TERM OF THE AGREEMENT

This agreement shall become effective upon ratification and shall remain in full force and effect until and including June 2, 2027, (*allowing for ninety (90) days for implementation of items with time-reporting and payroll implications*) and thereafter from year to year unless at least thirty (30) days prior to June 2, 2027 or any anniversary thereof, written notice of modification or termination is given by either the University or Union to the other party.

FOR THE UNIVERSITY OF MICHIGAN




Hakim W. Berry
Director of Labor Relations



Marc Moote, PA-C
Chief Physician Assistant



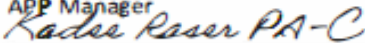
Brian Downie, PA-C
APP Director



Sarah Diebel, SPHR
HR Manager



Sarah Ketelhut, PA-C
APP Manager



Kadee Raser PA-C
APP Manager



Erin Telian, PA-C
APP Manager

FOR UNITED PHYSICIAN
ASSISTANTS OF MICHIGAN MEDICINE



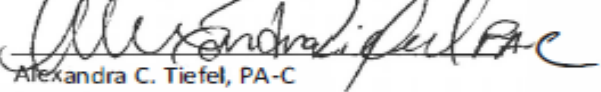
Brittney McCormack, PA-C
UPAMM President



Lisa Marie Spratke, PA-C
UPAMM Secretary



Jacklyn Thibert, PA-C
UPAMM Treasurer



Alexandra C. Tiefel, PA-C
UPAMM Chief Steward



Bob King
UPAMM Executive Director

Appendix A. VOLUNTARY RECOGNITION



June 30, 2020

Mr. David Hecker
AFT Michigan
2661 E Jefferson
Detroit, MI 48207

**RE: Voluntary Recognition of United Physician Assistants of Michigan Medicine
(UPAMM)/AFT**

Dear Mr. Hecker:

I have received the notice from Edward F. Hartfield, the neutral third-party hired by the parties to count the petitions, that a majority of physician assistants on the current voter eligibility list have signed petitions requesting that they be represented for collective bargaining by the United Physician Assistants of Michigan Medicine (UPAMM)/AFT. As a result, the University hereby voluntarily recognizes UPAMM as the exclusive representative for the purpose of collective bargaining of the following bargaining unit:

All full-time and regular part-time Physician Assistants employed by the University of Michigan. Excluding: Supervisors, confidential employees and all other employees.

Please contact Michelle Sullivan (mtsullivan@med.umich.edu), Director of Labor Relations at Michigan Medicine to discuss arrangements to begin negotiations in this matter.

Sincerely,

Timothy Wood

Timothy Wood
Sr. Director - University Human Resources
University of Michigan
2005 Wolverine Tower
3003 South State Street
Ann Arbor, MI 48109-1281
734 763-5431
timwood@umich.edu

cc: Michelle Sullivan
Dee Hunt
Dave Masson
Rich Holcomb

APPENDIX B.

| Job Title | Description | Salary Grade |
|---|--|---------------------|
| Physician Assistant Cardiovascular Surgery | Cardiothoracic surgical specialty – outpatient or inpatient | AC |
| Physician Assistant Cardiovascular Surgery - Operating Room | At least 90% of effort (time) in an operating room with high level first assisting such as sternotomy and/or independent vein harvesting | AD |
| Physician Assistant Critical Care | At least 50% of effort (time) spent in a critical care or intensive care unit that requires complex monitoring and/or medical/surgical intervention. Patients are unstable and require advanced care including a broad range of high intensity therapies and highly technical interventions. Excluding neonatology critical care | AB |
| Physician Assistant Emergency Medicine | Emergency department | AC |
| Physician Assistant General Medicine | Primary care specialties (e.g. general internal medicine, family medicine, hospitalist, general pediatrics) in an outpatient or inpatient setting and medical short stay unit. | AA |
| Physician Assistant Heart Failure & Transplant | Advanced heart failure/heart transplant team | AC |
| Physician Assistant Interventional Radiology | Interventional radiology | AC |
| Physician Assistant Medical Specialty | Medical specialties – outpatient or inpatient, excluding advanced heart failure/heart transplant | AA |
| Physician Assistant Neonatology Critical Care | At least 50% of effort (time) coordinating the care of acutely ill neonatal patients in an intensive care unit requiring the performance of advanced diagnostic and therapeutic interventions. | AC |
| Physician Assistant Radiology | Non-procedural radiology | AB |
| Physician Assistant Surgical Specialty | Surgical specialties – outpatient or inpatient, excluding cardiovascular/cardiothoracic surgery | AA |

APPENDIX C

| UPAMM SALARY STRUCTURE EFFECTIVE JULY 1, 2024 | | | | | | | |
|---|-----------|---------|-----------|---------|-----------|---------|-----------|
| STEP | AA | STEP | AB | STEP | AC | STEP | AD |
| Minimum | \$125,605 | Minimum | \$129,541 | Minimum | \$133,163 | Minimum | \$163,133 |
| 1 | \$127,237 | 1 | \$131,225 | 1 | \$134,893 | 1 | \$165,581 |
| 2 | \$128,892 | 2 | \$132,930 | 2 | \$136,649 | 2 | \$168,064 |
| 3 | \$130,567 | 3 | \$134,659 | 3 | \$138,424 | 3 | \$170,585 |
| 4 | \$132,264 | 4 | \$136,409 | 4 | \$140,224 | 4 | \$173,144 |
| 5 | \$133,984 | 5 | \$138,182 | 5 | \$142,047 | 5 | \$175,742 |
| 6 | \$135,726 | 6 | \$139,980 | 6 | \$143,893 | 6 | \$178,377 |
| 7 | \$137,490 | 7 | \$141,798 | 7 | \$145,763 | 7 | \$181,054 |
| 8 | \$139,277 | 8 | \$143,643 | 8 | \$147,658 | 8 | \$183,768 |
| 9 | \$141,088 | 9 | \$145,510 | 9 | \$149,578 | 9 | \$186,526 |
| 10 | \$142,923 | 10 | \$147,401 | 10 | \$151,522 | 10 | \$189,323 |
| 11 | \$144,781 | 11 | \$149,317 | 11 | \$153,493 | 11 | \$192,164 |
| 12 | \$146,662 | 12 | \$151,259 | 12 | \$155,487 | 12 | \$195,045 |
| 13 | \$148,570 | 13 | \$153,224 | 13 | \$157,510 | 13 | \$197,970 |
| 14 | \$150,501 | 14 | \$155,217 | 14 | \$159,557 | 14 | \$200,941 |
| 15 | \$152,458 | 15 | \$157,235 | 15 | \$161,631 | 15 | \$203,956 |
| 16 | \$154,439 | 16 | \$159,278 | 16 | \$163,732 | 16 | \$207,015 |
| 17 | \$155,984 | 17 | \$160,871 | 17 | \$165,861 | 17 | \$210,121 |
| 18 | \$157,543 | 18 | \$162,480 | 18 | \$167,519 | 18 | \$212,221 |
| 19 | \$159,119 | 19 | \$164,105 | 19 | \$169,195 | 19 | \$214,343 |
| 20 | \$160,711 | 20 | \$165,746 | 20 | \$170,887 | 20 | \$216,486 |
| 21 | \$162,317 | 21 | \$167,403 | 21 | \$172,595 | 21 | \$218,652 |
| 22 | \$163,940 | 22 | \$169,077 | 22 | \$174,321 | 22 | \$220,838 |
| 23 | \$165,580 | 23 | \$170,768 | 23 | \$176,064 | 23 | \$223,046 |
| 24 | \$167,236 | 24 | \$172,476 | 24 | \$177,825 | 24 | \$225,276 |
| 25 | \$168,741 | 25 | \$174,029 | 25 | \$179,604 | 25 | \$227,304 |
| 26 | \$170,259 | 26 | \$175,595 | 26 | \$181,220 | 26 | \$229,350 |
| 27 | \$171,792 | 27 | \$177,175 | 27 | \$182,850 | 27 | \$231,414 |
| 28 | \$173,339 | 28 | \$178,770 | 28 | \$184,496 | 28 | \$233,497 |
| 29 | \$174,898 | 29 | \$180,378 | 29 | \$186,156 | 29 | \$235,599 |
| 30 | \$176,472 | 30 | \$182,001 | 30 | \$187,832 | 30 | \$237,720 |
| 31 | \$178,060 | 31 | \$183,639 | 31 | \$189,523 | 31 | \$239,858 |
| 32 | \$179,663 | 32 | \$185,293 | 32 | \$191,229 | 32 | \$242,018 |
| 33 | \$181,280 | 33 | \$186,960 | 33 | \$192,950 | 33 | \$244,194 |
| 34 | \$182,910 | 34 | \$188,642 | 34 | \$194,686 | 34 | \$246,392 |
| 35 | \$184,557 | 35 | \$190,341 | 35 | \$196,439 | 35 | \$248,610 |
| 36 | \$186,218 | 36 | \$192,054 | 36 | \$198,205 | 36 | \$250,847 |
| 37 | \$187,894 | 37 | \$193,782 | 37 | \$199,991 | 37 | \$253,105 |
| 38 | \$189,586 | 38 | \$195,526 | 38 | \$201,790 | 38 | \$255,384 |
| 39 | \$191,291 | 39 | \$197,286 | 39 | \$203,607 | 39 | \$257,683 |
| 40 | \$193,013 | 40 | \$199,061 | 40 | \$205,439 | 40 | \$260,001 |

APPENDIX D

| UPAMM SALARY STRUCTURE EFFECTIVE JULY 1, 2025 | | | | | | | |
|--|-----------|-------------|-----------|-------------|-----------|-------------|-----------|
| STEP | AA | STEP | AB | STEP | AC | STEP | AD |
| Minimum | \$130,630 | Minimum | \$134,723 | Minimum | \$138,489 | Minimum | \$169,658 |
| 1 | \$132,327 | 1 | \$136,474 | 1 | \$140,289 | 1 | \$172,204 |
| 2 | \$134,048 | 2 | \$138,247 | 2 | \$142,115 | 2 | \$174,787 |
| 3 | \$135,790 | 3 | \$140,045 | 3 | \$143,961 | 3 | \$177,408 |
| 4 | \$137,555 | 4 | \$141,866 | 4 | \$145,832 | 4 | \$180,070 |
| 5 | \$139,343 | 5 | \$143,710 | 5 | \$147,728 | 5 | \$182,772 |
| 6 | \$141,155 | 6 | \$145,579 | 6 | \$149,649 | 6 | \$185,512 |
| 7 | \$142,990 | 7 | \$147,470 | 7 | \$151,593 | 7 | \$188,296 |
| 8 | \$144,849 | 8 | \$149,388 | 8 | \$153,565 | 8 | \$191,119 |
| 9 | \$146,732 | 9 | \$151,331 | 9 | \$155,561 | 9 | \$193,987 |
| 10 | \$148,639 | 10 | \$153,297 | 10 | \$157,582 | 10 | \$196,896 |
| 11 | \$150,573 | 11 | \$155,289 | 11 | \$159,632 | 11 | \$199,851 |
| 12 | \$152,529 | 12 | \$157,309 | 12 | \$161,707 | 12 | \$202,847 |
| 13 | \$154,513 | 13 | \$159,353 | 13 | \$163,810 | 13 | \$205,889 |
| 14 | \$156,521 | 14 | \$161,425 | 14 | \$165,940 | 14 | \$208,979 |
| 15 | \$158,556 | 15 | \$163,524 | 15 | \$168,096 | 15 | \$212,114 |
| 16 | \$160,616 | 16 | \$165,649 | 16 | \$170,282 | 16 | \$215,296 |
| 17 | \$162,223 | 17 | \$167,306 | 17 | \$172,496 | 17 | \$218,526 |
| 18 | \$163,845 | 18 | \$168,979 | 18 | \$174,219 | 18 | \$220,710 |
| 19 | \$165,484 | 19 | \$170,669 | 19 | \$175,963 | 19 | \$222,917 |
| 20 | \$167,139 | 20 | \$172,376 | 20 | \$177,722 | 20 | \$225,145 |
| 21 | \$168,809 | 21 | \$174,099 | 21 | \$179,499 | 21 | \$227,398 |
| 22 | \$170,498 | 22 | \$175,840 | 22 | \$181,294 | 22 | \$229,672 |
| 23 | \$172,203 | 23 | \$177,598 | 23 | \$183,107 | 23 | \$231,968 |
| 24 | \$173,925 | 24 | \$179,375 | 24 | \$184,938 | 24 | \$234,287 |
| 25 | \$175,490 | 25 | \$180,990 | 25 | \$186,788 | 25 | \$236,396 |
| 26 | \$177,069 | 26 | \$182,618 | 26 | \$188,469 | 26 | \$238,524 |
| 27 | \$178,663 | 27 | \$184,262 | 27 | \$190,164 | 27 | \$240,671 |
| 28 | \$180,272 | 28 | \$185,921 | 28 | \$191,876 | 28 | \$242,837 |
| 29 | \$181,894 | 29 | \$187,593 | 29 | \$193,602 | 29 | \$245,023 |
| 30 | \$183,531 | 30 | \$189,281 | 30 | \$195,345 | 30 | \$247,229 |
| 31 | \$185,182 | 31 | \$190,985 | 31 | \$197,104 | 31 | \$249,452 |
| 32 | \$186,849 | 32 | \$192,705 | 32 | \$198,878 | 32 | \$251,699 |
| 33 | \$188,531 | 33 | \$194,438 | 33 | \$200,668 | 33 | \$253,962 |
| 34 | \$190,226 | 34 | \$196,188 | 34 | \$202,473 | 34 | \$256,248 |
| 35 | \$191,939 | 35 | \$197,954 | 35 | \$204,296 | 35 | \$258,554 |
| 36 | \$193,667 | 36 | \$199,736 | 36 | \$206,133 | 36 | \$260,881 |
| 37 | \$195,410 | 37 | \$201,533 | 37 | \$207,990 | 37 | \$263,229 |
| 38 | \$197,170 | 38 | \$203,347 | 38 | \$209,862 | 38 | \$265,599 |
| 39 | \$198,943 | 39 | \$205,177 | 39 | \$211,751 | 39 | \$267,990 |
| 40 | \$200,734 | 40 | \$207,024 | 40 | \$213,657 | 40 | \$270,401 |

MOU 1 CONVERSION TO PTO PROGRAM FOR PHYSICIAN ASSISTANTS WORKING IN NON-UMHS DEPARTMENTS OR EMPLOYEES TRANSFERRING INTO THE UNIT FROM NON-UMHS DEPARTMENTS

- A. It is the desire of the parties, upon ratification of the collective bargaining agreement between the University of Michigan and United Physician Assistants of Michigan Medicine, to have a singular Paid Time Off program for all physician assistants covered by this collective bargaining agreement. Therefore, effective within ninety (90) days following ratification of the agreement, all physician assistants assigned to work in non-UMHS departments, or University Employees transferring into the bargaining unit from non-UMHS departments in the future, will be converted from the vacation and Short Term Sick plan to the Michigan Medicine paid time off program in accordance with the terms provided herein:
- B. Employees transferring into the PTO program from other University time off programs will be credited with 100% of their current vacation balance. They will begin accruing PTO at the applicable rate, as specified in Article 28 paragraph (SEE CHART).
- C. Employees transferring into the PTO program from other University departments using the Sick and Vacation Plan will have their vacation converted into PTO time.
- D. Short Term Sick Time Bank is inactivated at time of transfer. Staff on the PTO Plan are not eligible for the Short Term Sick plan.
- E. Extended Sick Banks will be converted from the University Campus two-bank program to the UMHS three-bank program as follows:
 - 1. Employees with less than one year of regular employment will be enrolled into the UMHS Extended Sick Program once they reach their one-year anniversary.
 - 2. Employees with one or more years of regular employment will have their existing banks under University Campus Extended Sick Program converted as follows:
 - a. Up to 656 hours pro-rated by FTE from the 100% Extended Sick pay bank will be transferred into the 66.667% Extended Sick pay bank.
 - b. Any remaining hours in the 100% Extended Sick pay bank will remain in the 100% Extended Sick pay bank (up to 400 hours pro-rated by FTE).
 - c. The 50% Extended Sick pay bank will remain the same.
- F. The renewal of Extended Sick will be changed to reflect the UMHS Extended Sick Program two-year renewal instead of the five-year University Campus renewal.
- G. If the current Vacation balance is higher than the maximum PTO accrual allowed under the Employee's new time off plan, the excess Vacation time will be paid off and charged to the previous employing department.

- H. Upon implementation of the PTO program for Employees as provided in this MOU, affected Employees will be credited with forty (40) hours in a “one time” bank. Hours in this “one-time bank” shall be used solely for the purpose of satisfying the forty (40) hour qualifying period for extended sick time.

FOR THE UNIVERSITY OF MICHIGAN

**FOR THE UNITED PHYSICIAN
ASSISTANTS OF MICHIGAN MEDICINE**

Michelle Sullivan/s/
Director of Labor Relations

Christine Oldenburg-McGee/s/
VP UPAMM

Date: October 18, 2021

Date: October 18, 2021

MOU 2 MEETING SPACE

The parties recognize that there may be occasions where a physician assistant needs a private location for a meeting with a union representative. Union representatives who are Michigan Medicine Employees have access to the health system's scheduling system for conference room space which can be used for this purpose. In the event of an urgent meeting that does not allow for scheduling of a conference room through the health system's scheduling system, the PA's or the PA's union representative's department or unit will assist the PA or the PA's union representative with finding a private meeting space.

FOR THE UNIVERSITY OF MICHIGAN

Michelle Sullivan/s/
Director of Labor Relations

Date: October 18, 2021

FOR THE UNITED PHYSICIAN ASSISTANTS OF MICHIGAN MEDICINE

Christine Oldenburg-McGee/s/
VP UPAMM

Date: October 18, 2021

MOU 3 REVIEW PROCESS FOR LIMITED FAIR HEARING PROCEDURES

- A. During the course of negotiations for the initial collective bargaining agreement between UPAMM (the Union) and the University of Michigan (the University), the parties discussed the Union's interest in ensuring that when an Employee has been subject to corrective action pursuant to the Medical Staff Bylaws, Rules and Regulations, and related policies and procedures, the Employee has a meaningful opportunity to seek review of that decision-making process to ensure it was conducted in conformity with the Bylaws.
- B. Although the limited fair hearing process provided for in Article 6.3 of the Medical Staff Bylaws allows for such review, the Chief of Staff (COS) and the Executive Committee on Clinical Affairs (ECCA) have the authority, on behalf of the Medical Staff, to modify or grant additional fair hearing rights, provided that those modifications remain consistent with the Bylaws and subject to approval by the ECCA. The Employer has recommended, and the Medical Staff leadership has agreed to conduct a review of the limited fair hearing process afforded to Employees, with the intent to create a policy outlining additional fair hearing rights. Since the limited fair hearing process is under the sole discretion of the self-governing Medical Staff, The Employer cannot commit to any specific outcome of this review process, nor to any specific modifications to the limited fair hearing process. Any proposed modifications to the limited fair hearing process that result from this review are subject to approval by ECCA, which has sole authority to adopt, modify, or reject them.
- C. It is anticipated that this review will commence within thirty (30) days of the date of this Memorandum, and make all reasonable efforts to bring it to a conclusion within six (6) months of the date of this Memorandum. The Employer agrees that there will be an opportunity for Employees and the Union to provide their input for consideration in this review process, and that the Employer will keep the Union informed of the status of the review process. The Union understands, however, that this review process, and any resulting recommendations to ECCA for modifications to the limited fair hearing process, are outside the scope of the collective bargaining agreement.

FOR THE UNIVERSITY OF MICHIGAN

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Michelle Sullivan/s/
Director of Labor Relations

Christine Oldenburg-McGee/s/
VP UPAMM

Date: October 18, 2021

Date: October 18, 2021

MOU 4 - ME-TOO TO MAINTAIN ECONOMIC EQUITY

Upon ratification of this agreement and through the completion of the 2026 UMPNC successor contract, UPAMM members will receive the identical wage increases and other economic improvements on the current UMPNC CBA provisions and practices offered to NPs. UPAMM members will receive any wage increases and any other economic improvements NPs receive on the same date on which the NPs receive their wage increases and any other economic improvements. These increases will impact year 3 of the 2024 ratified UPAMM agreement and any years of the UPAMM successor contract that run concurrent with the 2026 UMPNC successor contract. Subsequent wage increases for remaining years of the contract will be subject to negotiations.

FOR THE UNIVERSITY OF MICHIGAN

**FOR THE UNITED PHYSICIAN
ASSISTANTS OF MICHIGAN MEDICINE**

Hakim W. Berry/s/
Director of Labor Relations
Date: December 24, 2024

Brittney McCormack/s/
President
Date: December 24, 2024

MOU 5 - INCENTIVE SHARING PROGRAM

During the negotiation process, several key topics emerged, notably the critical role that physician assistants play in achieving the healthcare outcomes realized by UMH. Collaboration has been identified as a fundamental factor in this success, underscored by a commitment to fully optimizing the practice and autonomy of physician assistants. Acknowledging the significant contributions of physician assistants to improved healthcare outcomes and enhanced access, which can lead to positive revenue generation, the parties have agreed to explore an incentive-sharing program that would benefit UPAMM members and Michigan Medicine. This incentive-sharing program will be focused on increasing revenue through various initiatives, including access, efficiency, and appropriate reimbursement improvement. Within 90 days following ratification of this agreement, the parties have agreed to meet to begin jointly developing the program details, including goals that will commence with the measuring period of July 1, 2026 – June 30, 2027. If established goals are achieved, the associated distribution payout amount and timing will be mutually determined by the parties.

FOR THE UNIVERSITY OF MICHIGAN

**FOR THE UNITED PHYSICIAN
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Hakim W. Berry/s/
Director of Labor Relations
Date: December 24, 2024

Brittney McCormack/s/
President
Date: December 24, 2024