AGREEMENT

THE REGENTS OF THE

UNIVERSITY OF MICHIGAN

AND

UNIVERSITY OF MICHIGAN

SKILLED TRADES UNION, INC.

~~**June 10, 2019 – May 31, 2023**~~

June 7, 2023 – May 31, 2027

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	Recognition and Definitions	1
2	Management Rights	3
3	Special Conferences	4
4	No-Strike Guarantee	5
5	Non-Discrimination	6
6	Union Security	7
7	Dues or Service Charge Checkoff	8
8	Bulletin Boards	11
9	Work Schedules and Transfers	12
10	Classifications and Wages	19
11	Overtime	20
12	Overlap	27
13	Rates of Pay on Transfer	27
14	On Call Pay	28
15	Call Back Pay	30
16	Seniority Definitions and Loss of Seniority	30
17	Seniority List	35
18	Employee Information	36
19	Probationary Employees	37
20	Internal and External Job Posting Procedures	38
21	Layoff and Recall Procedures	44
22	Annual Military Duty	48
23	Sick Time	48
24	Holidays	58
25	Christmas/New Year Season Days	60
26	Vacations	62
27	Funeral/Memorial Service Leave Pay	66
28	Jury and Witness Service	67
29	Paid Maternity (Childbirth) and Parental Leaves	68
30	Leaves of Absence	68
31	Group Life Insurance	84
32	Health Insurance	85
32a	Other Benefits	88
33	Travel Accident Insurance	88
34	Long Term Disability Plan	89
35	Retirement Plan	91
36	Longevity Pay	93

ARTICLE	DESCRIPTION	PAGE
37	Tuition Support Program	95
38	Continuing Education	95
39	Safety	96
40	Discipline	98
41	Union and University Representation	100
42	Grievance Procedure	103
43	Arbitration	109
44	Miscellaneous	113
45	Waiver	113
46	Term of Agreement	114
Appendix A: Wage Schedules and Premiums		115
Appendix B: Steward Structure		124
Appendix C: Departmental Units		127
Appendix D: Overtime Units of Distribution		128
Appendix E: Apprentice Rates		129
Memorandums of Understanding:		
1 – Labor – Management Committee		134
2 – Overtime		134
3 – Vacation Recording		135
4 – Painter Incumbent/Painter		135
5 – Extracurricular Committees		135
6 – Audio & Video Recordings		135
7 – Benefits		136
8 – First Aid Training		136
9 – Prescription Drug Co-Pays		137
10 – Seniority Group Merger		137
11 – Vacation Time Accrual		137
12 – Health Reimbursement Account (HRA)		138
13 – Paper Disciplinary Layoff		138
14 - Inactive Language		139
15 – Vacation as a Replacement for Season Days		141
16 – Drug Testing		142
17 – Infection Control		143
18 – Annual Evaluations		143
19 – Moving and Relocation Expenses		143
20 – Required Disclosure of Felony Charges and/or Felony Convictions		144
21 – Assigned License		144
Index		145

The Regents of the University of Michigan (hereinafter called the "University") and the University of Michigan Skilled Trades Union, Inc. (hereinafter called the "Union") agree as follows:

ARTICLE 1

RECOGNITION AND DEFINITIONS

SECTION A

DESCRIPTION OF UNIT

1-1 Pursuant to and in conformity with the Certification issued by the Michigan Labor Mediation Board on November 17, 1967 in Case No. R65 H-25, and subsequent negotiations between the parties, and subsequent certifications from the Michigan Employment Relations Commission, the University recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other conditions of employment for all employees in the following classifications:

Electricians; Sheet Metal Workers; Roofers; Painters, including Sign Painters and Spray Painters; Masons; Plasterers; Carpenters, including Cabinet Makers; Heavy Equipment Operator Underground Specialists; High Voltage Electricians; HVAC Control Specialists; Plumbers, including Pipecoverers and Steamfitters; Heavy Equipment Operators; Telecommunication Specialists; Welders; Construction Laborers; Materiel Expediters-Trades; Sanitary & Storm Water Systems Specialists; HVAC-R Mechanics; Industrial Electricians; Industrial Machinists; Fire Alarm Electricians; Elevator Mechanics; Central Power Plant Electricians; Glaziers; Mechanical Systems Field Service Specialists; Biomedical Engineering Technicians and all Apprentices to the foregoing at any location or facility of the University of Michigan; EXCLUDING Temporary and Student Help; Professional Employees; Teaching Faculty; Research Staff; Office Clerical Employees; Technical Employees; Supervisors, and all other employees.

SECTION B

DEFINITIONS

1-2 The term "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.

1-3 The term “temporary help” shall mean any individual or individuals hired by the University whose employment is limited in duration, unless otherwise agreed to by the Union, to not more than (125) workdays, within the same department or seniority group, during the consecutive twelve (12) month period beginning with the individual’s date of hire. Temporary help is intended to be used for 1) a specific project, 2) the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation, or 3) augmenting the regular work force of employees to meet the requirements of the University that may be occasioned by termination, dismissal, increased workloads, or other conditions that may create short-term staffing shortages. It is understood that “temporary help” will not be utilized to the extent an employee is displaced.

When temporary help is hired to replace an employee on an approved Military Service leave of absence, the duration of the temporary help’s employment shall not exceed 125 workdays or the duration of the employee’s Military Service leave of absence, whichever is greater. Notice will be provided to the President if the duration of the initial leave of absence is extended.

1-4 Contract Vendor Labor are third party contractors utilized by the University to augment the regular and temporary workforce, and they are not subject to the work duration limitations stated in paragraph 1-3 above. It is the parties’ intent that typical bargaining unit work be performed by employees within the bargaining unit whenever practicable.

When an individual employee of contract vendor labor (CVL) has worked 200 days ~~in a seniority group,~~ in one of the following areas: a) Ann Arbor campus (Ann Arbor campus is defined as, Facilities and Operations - Ann Arbor, Michigan Medicine – Ann Arbor, Student Life – Ann Arbor, Athletics – Ann Arbor, b) Flint Campus, c) Dearborn Campus, d) each other location, continuously or in aggregate, they will be released for a minimum of 70

calendar days before they can be reassigned to the ~~seniority group~~ designated area as an employee of contract vendor labor. The individual employee of contract vendor labor shall not be hired as temporary help during the 70 calendar day period. Any increment of time worked in a day will be considered a day worked. If an individual employee of contract vendor labor has not ~~been assigned to a seniority group~~ worked in the designated area in 70 or more calendar days, the 200 workday counter will start/reset upon their assignment to a ~~seniority group~~ one of the above areas.

In a departmental unit, if the number of employees of contract vendor labor in a classification does not drop below two for at least 35 continuous calendar days during the period of August 1st through July 31st, upon request of the Union, a Special Conference shall be held to discuss if there is a need to increase the number of employees in that classification. It is understood that the University determines the size of the work force. This paragraph is subject to the grievance and arbitration procedure. However, a grievance under this paragraph is limited to a claim that an individual employee of contract vendor labor exceeded 200 workdays in a ~~seniority group~~ designated area without a 70 calendar day break, and the remedy is limited to the removal of the individual employee of contract vendor labor from one of the ~~seniority group~~ above areas for a minimum of 70 calendar days.

1-5 The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.

1-6 The term "part-time employee" shall mean an employee whose normal schedule of work is less than forty (40) hours per calendar week.

ARTICLE 2

MANAGEMENT RIGHTS

2-1 The University retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights may be clearly, expressly, and specifically limited in this agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties, and responsibilities which are solely and exclusively the responsibility of the University include, but are not limited to: (1) full and exclusive control of the management of the University, the supervision of all operations, 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.

2-2 Nothing in this Article shall be construed to prevent a filing of a grievance in accordance with Article 42.

ARTICLE 3

SPECIAL CONFERENCES

3-1 At the request of either the Union, or the University, Special Conferences shall be held for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements can be made. Safety, Apprenticeship Training, Insurance and other benefit plans will be appropriate subjects for Special Conferences. All such Special Conferences shall be arranged through a designated representative of the University Human Resource Office. Employees, not to exceed four (4), shall not suffer loss of time or pay when attending Special Conferences during their normal working hours. Conferences may be attended by officials of the Washtenaw County Skilled Building Trades Council, Inc. At the request of either the University or the Union the other party will respond in writing to written matters of mutual interest presented by either party within fourteen (14) calendar days of the date of the Special Conference, unless both parties mutually agree to another time limit.

ARTICLE 4

NO-STRIKE GUARANTEE

4-1 Under no circumstances shall the Union, its officials, affiliates, or its members prohibit or restrict the right of any person to unlimited ingress and egress of University premises, nor shall any employee or employees cause or take part in any strike, work stoppage, sit down, slow down, curtailment of work, restriction of production, or any picketing or similar demonstration at any location on the University premises during the term of this Agreement. This shall not be construed as limiting individual participation in an activity that is unrelated to the employment relationship.

4-2 In the event of any such action or interference and on notice from the University, the Union, without any delay, shall take whatever affirmative action is necessary and is within its authority and power to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge.

4-3 In addition, the Union shall, within twenty-four (24) hours of notice to the Union by the University of any such action or interference, deliver the following notice to the University:

"To all employees of the University represented by the University of Michigan Skilled Trades Union:

"You are advised that the action against and interference with the operations of The University of Michigan which took place (date) is unauthorized by the Union and in violation of the collective bargaining Agreement. You are directed to cease this action and interference immediately."

4-4 An authorized official of the Union shall sign the notice.

4-5 In the event that an employee or employees shall refuse to cease such action or interference, the University agrees that it will not file or prosecute any action for damages arising out of such action or interference against the Union, its officials, or representatives if the Union, its officials, and representatives perform their obligations as set forth in this Article.

4-6 Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property or from taking disciplinary action, including discharge, against any employee.

4-7 In the event of any such action or interference, the University may suspend all benefits under this Agreement with respect to any employee taking part in the action or interference.

ARTICLE 5

NON-DISCRIMINATION

SECTION A

5-1 Neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any University employee, whether represented by the Union or not, with respect to the employee's work, or with respect to Union activities, or membership or the right to refrain from engaging in any Union activities or membership.

SECTION B

5-2 The University shall not discriminate against, restrain, intimidate, or coerce any employee with respect to or because of the employee's membership or lawful Union activity.

SECTION C

5-3 The University and the Union agree that there will be no discrimination in the application of this Agreement because of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, veteran status, or any other factor prohibited by applicable federal and state laws.

5-4 Nothing in this Agreement shall be construed to prevent the University from making reasonable accommodations to persons with disabilities as required by state and federal laws.

5-5 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

ARTICLE 6

UNION SECURITY

SECTION A

UNION DUES OR SERVICE CHARGE

6-1 During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty (30) calendar days after the execution date of this Agreement or (2) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter may tender to the Union either periodic and uniformly established dues or, in the alternative, a service charge in an amount equivalent to periodic and uniformly established dues. Uniformly established dues or an equivalent service charge as used in this Article and in Article 7 shall mean that amount of uniform dues established by the affiliate of the Washtenaw County Skilled Building Trades Council for the classification in which the employee is classified.

SECTION B

6-2 The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article.

SECTION C

6-3 The University will inform the President within a reasonable period of time, when ~~**any employee(s)**~~ a new employee(s) is hired into a position represented by the Skilled Trades Union ~~**is scheduled for new employee orientation**~~. The President will conduct a Union orientation with the new employee(s) for a reasonable period of time, ~~**within the new employee orientation schedule**~~. Items such as the Voluntary Authorization for Deduction of Dues or Service Charge form (which will be furnished by the President), will be discussed.

6-4 The President shall return all completed Voluntary Authorization for Deduction of Dues or Service Charge forms to the duly designated University office.

SECTION D

6-5 Notwithstanding the specific provisions of this Article, the University and the Union agree that if the amount of the service fee is formally challenged by an employee who is not a member of the Union, the Union shall have the sole burden of establishing the legal validity of the fee.

SECTION E

SAVINGS CLAUSE

6-6 In the event that the provisions of Public Employment Relations Act prohibiting the mandatory payment of union dues or a service fee are repealed and the agency shop language in MOU 14 is completely enforceable, the language in MOU 14 will be enforced. In the event of a partial repeal or modification of MCL 423.210 that does not result in the full enforceability of the language in MOU 14, the parties agree to negotiate over any changes to the Union security provisions of this Agreement.

ARTICLE 7

DUES OR SERVICE CHARGE CHECKOFF

7-1 During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct one month's current uniform and periodic dues or service charge from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

UNIVERSITY OF MICHIGAN SKILLED TRADES UNION
VOLUNTARY AUTHORIZATION FOR DEDUCTION OF DUES OR SERVICE CHARGE

I,_____,
(Print Name)
(authorize/do not authorize) the University to deduct from wages earned or to be earned by me monthly dues ___or service charge _____ (check one) as certified to the University by the financial officer of the Trades Board and to remit the same to the Trades Board at such time and in such manner as may be agreed upon between the University and the Trades Board.

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

_____
Home Address

_____
Phone Number

_____
Signature of Employee

_____
Date of Signing

_____
Date of Delivery to University

_____
Classification

_____
Monthly Dues

_____
Local Union

7-2 The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER
OF UNION

I certify that the membership dues for:

_____

is $_____per _____.
Type or Print

The service charge is:

$_____per _____.

Date_____

Signature _____

Financial Secretary/Washtenaw County Skilled Building Trades Board

Date of Delivery to University_____

7-3 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 Deduction of Dues or Service Charge" and (2) the amount of the monthly membership dues or service charge certified by the financial secretary of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

7-4 An employee may revoke the employee's "Voluntary Authorization for Deduction of Dues or Service Charge" at any time by written notification to the University on a form provided by the University. Payroll deductions shall terminate when a revocation has been delivered to the University Payroll Office at least thirty (30) calendar days prior to the last payday of the calendar month.

7-5 All sums deducted by the University shall be remitted to the financial secretary of the Union at an address given to the University by the Union once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

7-6 The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article or in reliance on any list, notice, certification, or authorization furnished under this Article.

ARTICLE 8

BULLETIN BOARDS

8-1 The University shall provide the Union with space on bulletin boards at various University locations and one key for each glass enclosed lockable board. The Union's exclusive space on these boards shall be for the purpose of posting Union notices, and shall be sufficient for posting four (4) 8 1/2 by 11 inch notices. Such notices may be posted during working hours and without loss of time or pay by the steward, alternative steward, or the President at each of the following locations:

1. Hospital Maintenance (two bulletin boards)
2. 1st floor Children's and Women's Hospital
3. 3rd floor UHS Clinical Enginering
4. Eisenhower Corporate Park West
5. Utilities Power & Lighting Shop
6. Utilities High Voltage Shop
7. Central Power Plant
8. ITS Communication Services
9. Housing Facilities Service Center
10. Region Areas
11. Facilities Services Building A (across from Welding Shop)
12. Flint Campus
13. Dearborn Campus

14. Any other mutually agreed area. Upon mutual agreement, a bulletin board may also be removed from this list.

These notices shall be of this type:

a. Recreational and social events of the Union;
b. Union meetings;
c. Union elections, appointments;
d. Results of Union elections;
e. Other Union related business.

8-2 In the event a dispute arises concerning the appropriateness of material posted, the Secretary of the Union and the President will be advised by the University Human Resource Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 9

WORK SCHEDULES AND TRANSFERS

SECTION A

DEFINITIONS AND GENERAL PROVISIONS

9-1 For purposes of this Article, the following definitions shall apply:

1. Normal schedule of work: Workdays, and start and stop times that recur each calendar week.

   A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid meal periods. Upon arrangements satisfactory to the University and the Union a normal schedule of work can consist of ten (10) hours per day and forty (40) hours per week. When there is an opening as defined in Article 20, paragraph 20-1, the University may create a normal schedule of work that consists of ten (10) hours per day, and forty (40) hours per week.

   This definition shall not be construed as and is not a guarantee of any hours of work per day or per week, but the normal schedule of work shall not be reduced

in order to avoid a layoff unless agreed to in advance by the Union.

A newly hired or transferred employee may be assigned to different workdays and/or start times for the purpose of training and familiarization for a period not to exceed ninety (90) calendar days.

2. Shift: On a workday, the shift is determined by the employee's start time.

   Start time range

Day Shift	4:00 a.m. through 11:59 a.m.
Afternoon Shift	12:00 p.m. through 7:59 p.m.
Night Shift	8:00 p.m. through 3:59 a.m.

3. Workday: Calendar day determined by an employee's start time.

9-2 Changes and transfers under this Article will be made based on the operational needs of the University. The University will provide notice to the Union prior to making a long-term change under Section B or Section C, or a reallocation of the workforce under Section D. Upon request of the President, the Union will be afforded an opportunity to meet and discuss the proposed change or reallocation of the workforce.

SECTION B

CHANGE TO AN EMPLOYEE'S START TIME WITHIN THE SAME SHIFT

9-3 Temporary Change: Employee's start time is changed within the same shift for fourteen (14) calendar days or less. Notice shall be given to the affected employee not less than seven (7) calendar days before the temporary change is to be effective, unless the employee and University agree to a shorter period.

Long-term Change: Employee's start time is changed within the same shift for more than fourteen (14) calendar days. Notice shall be given to the affected employee not less than fourteen (14) calendar days before the long-term change is to be effective, unless the employee and University agree to a shorter notice period. A long-term

change will be made by classification within the affected departmental unit (See Appendix C). In making a long-term change, the University will first ask for volunteers from the affected departmental unit. Volunteers will be assigned based on classification seniority, from highest to lowest within the affected departmental unit. If there are fewer volunteers than are needed, the remaining employees will be assigned based on classification seniority, from lowest to highest within the affected departmental unit.

An employee must have the requisite skill, knowledge and ability to perform the work required.

9-4 An employee may request, in writing, to intermittently flex their work schedule to a full or partial schedule within the same calendar week. If approved by the employee's supervisor, the employee and their steward will receive a written confirmation of the approval no later than the end of the employee's next regular work day. If approved, any daily overtime premiums in accordance with paragraphs 11-1 and 11-3 of Article 11, Overtime, shall be waived.

SECTION C

CHANGE TO AN EMPLOYEE'S WORKDAYS AND/OR START TIME TO A DIFFERENT SHIFT

9-5 Temporary Change: Employee's workdays are changed and/or start time is changed to a different shift for twenty-eight (28) calendar days or less. Notice shall be given to the affected employee not less than ten (10) calendar days before the temporary change is to be effective, unless the employee and University agree to a shorter notice period. A temporary change will be made by classification within the affected departmental unit (See Appendix C). In making a temporary change, the University will first ask for volunteers from the affected departmental unit. Volunteers will be assigned based on classification seniority, from highest to lowest within the affected departmental unit. If there are fewer volunteers than are needed, the remaining employees will be assigned based on classification seniority, from lowest to highest within the affected departmental unit.

Long-term Change: Employee's workdays are changed and/or start time is changed to a different shift for more than twenty-eight (28) calendar days. Notice shall be given to the affected employee not less than fourteen (14)

calendar days before the long-term change is to be effective, unless the employee and University agree to a shorter notice period. A long-term change will be made by classification within the affected seniority group (See Article 16, Section A). In making a long-term change, the University will first ask for volunteers from the affected seniority group. Volunteers will be assigned based on classification seniority, from highest to lowest within the affected seniority group. If there are fewer volunteers than are needed, the remaining employees will be assigned based on classification seniority, from lowest to highest within the affected seniority group.

An employee must have the requisite skill, knowledge and ability to perform the work required.

SECTION D

REALLOCATION OF THE WORKFORCE

9-6 No employee properly in the bargaining unit may be transferred out of the bargaining unit without the consent of the employee.

9-7 When the University has a need to reallocate the workforce, it will occur as follows. Reallocation of the workforce may occur in situations such as, but not limited to, lack of funding, lack of work, or reorganization.

If the transfer involves a change in an employee's start time or workdays, Section B or Section C of this Article will control.

1. A transfer from one seniority group (See Article 16, Section A) to another seniority group will occur as follows:

   Notice shall be given to the affected employee not less than fourteen (14) calendar days before the transfer is to be effective, unless the employee and University agree to a shorter notice period. The transfer will be made by classification within the affected seniority group (See Article 16, Section A). Before making a transfer, the University will first ask for volunteers from the affected seniority group. Volunteers will be transferred based on classification seniority, from highest to lowest within the affected seniority group. If there are fewer volunteers than are needed, the

remaining employees will be transferred based on classification seniority, from lowest to highest within the affected seniority group.

2. A transfer from one departmental unit to another departmental unit within the same seniority group will occur as follows:

   Notice shall be given to the affected employee not less than fourteen (14) calendar days before the transfer is to be effective, unless the employee and University agree to a shorter notice period. The transfer will be made by classification within the affected departmental unit (See Appendix C). Before making a transfer, the University will first ask for volunteers from the affected departmental unit. Volunteers will be transferred based on classification seniority, from highest to lowest within the affected departmental unit. If there are fewer volunteers than are needed, the remaining employees will be transferred based on classification seniority, from lowest to highest within the affected departmental unit.

3. A transfer from one overtime unit of distribution (See Appendix D) to another overtime unit of distribution within the same departmental unit will occur as follows:

   Notice shall be given to the affected employee not less than fourteen (14) calendar days before the transfer is to be effective, unless the employee and University agree to a shorter notice period. The transfer will be made by classification within the affected overtime unit of distribution (See Appendix D). Before making a transfer, the University will first ask for volunteers from the affected overtime unit of distribution. Volunteers will be transferred based on classification seniority, from highest to lowest within the affected overtime unit of distribution. If there are fewer volunteers than are needed, the remaining employees will be transferred based on classification seniority, from lowest to highest within the affected overtime unit of distribution.

An employee must have the requisite skill, knowledge and ability to perform the work required to be transferred.

SECTION E

EMPLOYEE REQUEST TO DISPLACE AN EMPLOYEE WITH LESS CLASSIFICATION SENIORITY

9-8 An employee that has been transferred involuntarily as a result of paragraph 9-5 long-term change or this paragraph can request a change to their start time, and displace the employee with the least classification seniority within the same classification and seniority group with the desired start time and days of work. The employee requesting the change in start time will submit a written request to their supervisor identifying the desired start time and days of work. The University may grant such a request provided the change does not adversely affect the operations of the University, and the employee has the skills and knowledge to perform the work competently. The Union will maintain a list that identifies employees that have been transferred involuntarily. Employees that make a voluntary transfer will be removed from the list. Notice of the change shall be given to the employee to be displaced as soon as practicable but in any event not less than fifteen (15) calendar days before the change is to be effective. The displaced employee will be transferred to a shift and position within the same classification and seniority group for which the employee possesses the requisite skills, knowledge and ability. In general, the displaced employee will replace the employee that requested the change in start time.

SECTION F

MEAL AND REST PERIODS

9-9 Meal periods shall be scheduled as to time and duration by the University. Meal periods of thirty (30) minutes or more shall be non-paid. Paid meal periods shall not exceed twenty (20) minutes.

There normally will be a rest period which shall be taken at a time determined by the University. Such rest period shall be with pay and shall under no circumstances exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess from work to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the meal

period, nor may it be regarded as cumulative if it is not taken.

No employee shall leave the employee's assigned work site prior to a rest or meal period, and must resume work at the end of a rest or meal period. An employee may leave their work site during a rest or meal period, however, in no case shall an employee use a University vehicle before, during or after a rest or meal period as a means of transportation to get to a place other than the employee's assigned work site. However, a University vehicle may be used as a place to take a rest or meal period when properly parked for access to the employee's assigned work site. Use of a University vehicle for purposes other than the performance of assigned work activities is prohibited. The University may prohibit the taking of rest and/or meal periods in specific locations of its facilities and grounds.

It is understood that the Union does not condone any abuse of this Section and that an employee who violates any requirement of this Section shall be subject to disciplinary action.

The parties agree that the University may establish a normal schedule of work that would combine one of the two 15 minute paid rest periods with an unpaid meal period that would be 15 minutes in duration. In such instances, the workday would consist of one paid rest period and a 30-minute meal period, which will be recorded as 15 minutes paid time and 15 minutes unpaid time. The goal of such a schedule of work is to increase efficiency by reducing from three rest/meal periods to two. Such a schedule will result in employees leaving work 15 minutes earlier than the schedule described in this Section.

The University will give 14 days notice to the Union and employees of the start or stop of such a schedule.

SECTION G

WASH-UP TIME

9-10 All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their assigned work site and continue working until the end of their working period unless

otherwise instructed or excused by their immediate supervisor. Employees will be permitted time to wash-up as reasonably necessary.

SECTION H

WORKING OFF SITE

9-11 When an employee who normally works at job sites in the Ann Arbor area is required to work at a job site outside of the Ann Arbor area, the Plant Department Building, Hospital, Arbor Lakes or other maintenance service center on the Ann Arbor campus will be the designated place for starting and quitting, unless the employee lives closer to that job site than to these designated places or otherwise requests and is permitted to start and quit at that job site.

ARTICLE 10

CLASSIFICATIONS AND WAGES

SECTION A

WAGE SCHEDULE

10-1 Wages shall be paid in accordance with the wage schedules as set forth in Appendix A, on a biweekly basis every other Friday throughout the calendar year. From the start date of the appointment, an employee who transfers from a regular University position to a regular, non-apprentice, Union position will receive the three month rate for the applicable classification.

10-2 If there is a pay shortage in an employee's check it will be corrected by payment in their next regular biweekly check.

10-3 If the pay shortage is $100 or more the employee may request in writing, through their supervisor, an off cycle payment by their choice of 1) a Monday direct deposit to their designated account consistent with Central Payroll cutoffs, or 2) an online check issued as soon as practicable and no later than four full business days after the request. However, for the first check in January, any pay shortage due to wages earned in excess of an employee's normal schedule of work and applicable premiums (see Appendix A) will be corrected by payment in the employee's next, regular, biweekly check.

SECTION B

CLASSIFICATION DESCRIPTIONS

10-4 The University shall provide the Union and the President with a job classification description for each job classification title referenced in Appendices A and B. In the event a new job classification is established or an existing classification is changed, the University shall provide a job classification description to the President and the Union not later than fifteen (15) calendar days prior to the effective date of such new or changed classification. Upon request of the President, the President and a reasonable number of non-employee officials of the Union shall be afforded an opportunity to meet and discuss the new or changed classification with representatives of the University.

ARTICLE 11

OVERTIME

SECTION A

OVERTIME PREMIUM

11-1 An overtime premium computed at one and one-half times the employee's hourly rate plus shift premium and/or lead person pay, if applicable, will be paid for time paid (1) in excess of eight (8) hours in a day or (2) in excess of forty (40) hours in a calendar week for which an overtime premium has not previously been earned.

11-2 Upon arrangements satisfactory to the University and the Union, a normal schedule of work can consist of ten (10) hours per day and forty (40) hours per week. In such a case, regardless of whatever else may be mutually agreed to, any employee or employees involved shall not be eligible for the daily overtime premium provided in paragraphs 11-1 and 11-3 until such time as the hour calculation exceeds ten (10) hours in a day.

11-3 In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, (1) time when actual work is performed and (2) time off work for which pay is received pursuant to Article 23 (Sick Time),

Article 25 (Christmas/New Year Season Days), Article 26 (Vacations), Article 27 (Funeral/Memorial Service Leave Pay), and Article 24 (Holidays), except paid time for a holiday which falls on an employee's scheduled day off, and (3) time off work pursuant to Article 28 (Jury and Witness Service) will be counted. The rates of pay for hours worked on Season Days are specifically addressed in Article 25, Section E, paragraph 25-5.

SECTION B

PYRAMIDING

11-4 Overtime premium shall not be pyramided, compounded, or paid twice for the same time paid.

SECTION C

SCHEDULING

11-5 In general, overtime work shall be voluntary; provided, however, when at least forty-eight (48) hours advance notice of an overtime assignment is given or when circumstances do not permit advance notice, an employee will work unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime. When practicable, the employee with the least classification seniority who is available within the unit of distribution will work overtime required and assigned.

11-6 Scheduled overtime assignments not contiguous with an employee's normal schedule of work will be a minimum of two-hours in work activity duration. Individual work assignments can be grouped together to achieve the two-hour minimum. Individuals may also be held over or assigned emerging issues in lieu of bringing in On Call designated staff. It is understood that this is pay for actual time worked, and is not a guarantee of a minimum amount of pay as described in Article 14, On Call Pay, or Article 15, Call Back Pay.

11-7 Overtime work will not be assigned to "temporary help" or "contract vendor labor" until it has been offered to all employees in the same overtime unit of distribution who are available to perform the work.

After a scheduled overtime assignment has been offered to all employees who are available to perform the work in a classification in the overtime unit of distribution, and before mandating overtime to fill the assignment or assigning the overtime work to temporary help or contract vendor labor, the supervisor will contact the steward for the classification to provide notice and an opportunity for the steward to suggest alternatives. The supervisor will consider the steward's ideas before taking final action.

If overtime is assigned to a temporary employee or contract vendor labor in violation of this Article, the employee or employees with the lowest number of overtime hours in the corresponding classification in the overtime unit of distribution will receive a payment equal to one and one-half times the employee's hourly rate plus shift premium and/or lead person pay, if applicable, times the number of hours worked by the temporary or contract vendor labor employee or employees. The parties agree that if the employee who would otherwise receive payment declined the overtime or was otherwise unavailable to work the overtime, the payment shall be made to the employee with the next lowest number of overtime hours in the corresponding classification in the overtime unit of distribution. If no employee in the corresponding classification in the overtime unit of distribution was available to work the overtime, no payment shall be made.

11-8 ~~After~~ If more than four (4) hours of overtime is worked prior to or at the end of an employee's regular 8 or 10 hour workday there shall be a paid meal period not to exceed twenty (20) minutes, provided that work resumes immediately following the meal period. This meal period will be taken at a time that does not disrupt the flow of work.

11-9 Whenever an apprentice works overtime, at least one (1) journeyperson in a similar Trade as the apprentice will also be assigned to work overtime.

SECTION D

DISTRIBUTION

11-10 Overtime within a unit of distribution (see Appendix D) shall be distributed as equitably as practicable among employees having the ability to do the work competently and efficiently and who are assigned to the same classifications within the unit of distribution.

11-11 It shall not be considered practicable (1) if an employee has performed the available work unsatisfactorily or inefficiently on a previous occasion or (2) to call in an employee to work rather than extend the shift of an employee already at work. In addition, an employee who has provided the University with a written statement that the employee does not wish to work overtime need not be assigned or called in to work overtime. Such a statement will be effective until withdrawn in writing by the employee.

11-12 As an exception to the overtime scheduling provisions of paragraphs 11-5 through 11-11, and in recognition of promoting work assignment continuity, employees who have worked a minimum of four (4) hours on a particular work assignment, or if less than four (4) hours are working on an emergency repair assignment, may be assigned overtime on that work assignment rather than offering it to an employee with a lower number of overtime hours recorded, as referenced in paragraph 11-14 below. This work assignment continuity overtime distribution exception will be in accordance with the following provisions:

- The overtime spread, within a classification and unit of distribution, is the difference between the employee with the highest and lowest number of overtime hours recorded who is available and able to work.

- If the overtime spread is twenty (20) hours or less the University may assign up to two (2) employees per classification, already on that assignment, to work the continuity overtime.

- The overtime spread will need to be met for each such continuity overtime assignment.

- The University will notify the steward as soon as practicable when overtime is worked under this paragraph.

- Units of distribution where the average overtime per employee by classification is less than forty (40) hours recorded in the previous contract year will not be eligible for continuity overtime assignments. Those

units of distribution will be required to assign all scheduled overtime in accordance with paragraphs 11-5 through 11-11 (e.g.- the total number of employees in a given classification in a unit of distribution is 4; 4 employees x 40 hours = 160 hours; if the total recorded overtime hours for those 4 employees at the end of the contract year is less than 160 hours this classification of employees would not be eligible for continuity overtime as provided by this paragraph). The average overtime hours per employee by classification in the previous contract year will be posted by the University on the overtime record.

11-2 Any overtime assignment exceptions outside the provisions of paragraphs 11-5 through 11-12 must be approved by the appropriate trade steward(s), and this exception request process will not be abused by the University.

11-3 A record of the overtime worked for the prior calendar week will be maintained for each overtime unit of distribution and provided to the steward by no later than 3:00 p.m. on the second business day of the week for use in distributing voluntary overtime. It is expected that maintenance of the overtime record will be a collaborative effort between the University and the Union. If there is a dispute between the University and the Union regarding the charging of hours of overtime worked, the University will defer to the Union. A Special Conference will be scheduled by the University to discuss concerns regarding corrections to the overtime record requested by the Union.

In recognition of the effect on normal business operations caused by the Christmas and New Year's Day holidays and season days, the last record of overtime worked in December will be provided to the steward on the second business day of the third week in December, and the next record of overtime worked will be provided to the steward no later than the third Tuesday in January. The last December record will be used to offer voluntary overtime until the publication of the first overtime record in January.

In general, the employee with the lowest number of overtime hours recorded will be offered overtime first. Employees who work overtime or who do not work overtime when it has been offered or assigned to them, whether excused or not, will be charged the amount of overtime hours worked. Any inequitable distribution will be rectified by offering the employee an overtime assignment of at least like duration of the overtime missed, and at a time agreeable to the employee. If there is not mutual agreement of the scheduling of this overtime assignment, the original inequitable distribution will be rectified in the future scheduling of overtime. If there is a dispute regarding the overtime distribution the President, or designated representative, may request a second step grievance hearing which will be scheduled and heard within four (4) workdays of the request, or as otherwise mutually agreed. The University's written answer to the grievance will be issued as soon as practicable, and no later than five (5) workdays. If the grievance is granted the overtime offer

will be for an assignment occurring within fourteen (14) calendar days after the second step grievance hearing. This overtime offer will occur even if there is no overtime otherwise scheduled within that fourteen (14) calendar day period. Overtime assigned or offered and not worked, whether excused or not, shall be color-coded in red when posted. Overtime worked shall be posted in a contrasting color. Overtime worked pursuant to Article 15, Call Back Pay, shall not be posted on the overtime log and considered for the equitable distribution of overtime, but will be recorded separately and posted.

11-4 The steward will be granted a necessary and reasonable amount of time off from their assigned schedule of work without loss of time or pay to maintain and post the overtime record. In the event that the overtime record is not accurate or up to date, the responsible supervisor may immediately confer with the steward who will correct the record as soon as reasonably practicable.

11-5 New employees, employees returning from a leave of absence, excluding a work related injury leave of absence, employees transferred into another classification in the same unit of distribution, employees withdrawing the written statement expressing the wish not to work overtime, and employees transferred into another unit of distribution or returning from layoff will be charged with the highest number of overtime hours then worked by an employee in the same classification in the unit of distribution.

11-6 An employee who is temporarily assigned to a different classification in their regular unit of distribution, or to another unit of distribution in their regular or different classification, will remain on their regular overtime log and will be included in overtime distribution on their regular overtime log. It is recognized that employees may also be assigned overtime in their temporary assignment after the overtime has been offered to the regular employees in the applicable classification. If an employee works or is offered any overtime in a temporary assignment, those overtime hours worked or offered will be recorded on the employee's regular overtime log.

11-7 Overtime units of distribution will be as established by the University, and the University shall provide the Union with a list which will identify each overtime unit of distribution. In the event that a new overtime unit of distribution is

established, the University will meet with the Union to discuss the new overtime unit of distribution at least thirty (30) calendar days prior to the effective date of the overtime unit of distribution.

11-8 An employee who is continuously absent from work or who is otherwise unable to work overtime for 14 calendar days or more, for whatever the reason, except as provided in paragraph 11-16, shall be charged for overtime in the same amount as the employee who was the next lowest on the overtime record at the time the employee's absence or inability to work overtime began, except the employee shall not be charged for any overtime charged to that employee during the first 14 calendar days of the employee's absence.

SECTION E

COMPENSATORY OVERTIME

11-9 When an employee has worked overtime, such employee may request, and with the approval of their supervisor, be granted time off from work in an amount equal to the overtime hours worked times one and one-half provided the time off from work is scheduled and taken within the same pay period in which the overtime was worked. In that event, the overtime worked will be recorded and paid and the equivalent time off from work will be considered an excused absence without pay.

11-10 Time off from work under this Section shall not affect the accrual of vacation as provided in Article 26 (Vacations), nor shall a request for such time off be arbitrarily denied.

(See Memorandum of Understanding-2)

SECTION F

DEFINITIONS

11-11 For the purposes of this Article and the computation of overtime premium, the following definitions shall apply:

1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each workday.

2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.

ARTICLE 12

OVERLAP

12-1 The parties recognize that there is a certain amount of overlap in work performed by employees in this bargaining unit and work performed by other University employees. It is understood that while certain identified duties may be characteristic of the knowledge and expertise of a classification in this bargaining unit, it is the ability to perform the assignment of the complete variety which distinguishes the members of this bargaining unit from others not in the bargaining unit. It is not the intent of the University that this overlap adversely affect any employee in this unit.

12-2 The term "overlap" is defined as a situation or circumstance when one or more of the job functions and/or characteristic duties of a classification in this bargaining unit are the same as one or more job functions and/or characteristic duties of another University classification, which are regularly performed by University employees outside of this bargaining unit.

12-3 No grievance concerning overlap will be processed or accepted unless the grievance specifically identifies an employee(s) who has been laid off or removed. Otherwise, if any overlap issues arise the Union will request a Special Conference which will be convened to discuss the matter.

12-4 In addition the University shall provide the Union, no later than March 1st of each year, changes in the number of University employees not in this bargaining unit who are in classifications where such overlap regularly exists.

ARTICLE 13

RATES OF PAY ON TRANSFER

13-1 When an employee is promoted, the employee's hourly rate shall be the top step for the classification.

13-2 When an employee is transferred from one classification to another classification in the same pay grade, the employee's hourly rate shall remain the same. If the employee is not at the top of rate progression, the employee will continue to progress as if the employee had not been transferred.

13-3 When an employee is transferred to a classification in a lower pay grade, the employee's hourly rate shall be the top step of the lower pay grade.

13-4 When an employee is transferred on a temporary basis to a classification in a higher pay grade for four (4) or more hours in a workday, the employee's hourly rate during the period of the employee's transfer shall be the top step for that classification.

13-5 When an employee is transferred on a temporary basis to a classification in a lower pay grade, the employee's hourly rate shall be maintained.

ARTICLE 14

ON CALL PAY

14-1 Each employee specifically assigned as in "on call" status shall be paid twenty percent (20%) of the hourly rate for their classification for hours spent in that status. Employees, when assigned on call status, are required to return to work immediately when contacted, or a ~~**voice message**~~ when a text, page or other type of message is left within no longer than approximately one hour. Upon return to work, such employees are not eligible for call back pay as provided in Article 15, nor for on call pay while at work, but shall be paid their regular hourly rate plus shift premium if applicable, or the overtime premium as set forth in Section A of Article 11, if applicable, for actual work performed. A minimum of ~~**two**~~ three hours pay at the employee's applicable overtime rate will be paid for all return to campus on-call responses. Time spent in on call status shall not be counted in calculating time worked for determining when an overtime premium shall be paid.

14-2 When on call assignments are determined necessary by the University, such assignments will, in general, be staffed on a voluntary basis among qualified employees by classification within departmental units as defined in

APPENDIX C. If, however, the University determines the number of volunteers is not operationally acceptable, the voluntary schedule may be revised by the University and the remaining on call assignments will be mandatory for all qualified employees, including already scheduled and approved volunteers, within the classification and departmental unit. If mandatory scheduling is necessary, the remaining unfilled assignments on the schedule will be filled chronologically by assigning the qualified employee with the lowest classification seniority first, and so on, until all on call assignments are filled. Subsequent mandatory on call assignments will be rotated through the classification seniority list until all qualified employees have served an on call assignment. The University will provide forty-eight (48) hours advance notice of all on call assignments, unless operational circumstances do not permit such advance notice. The respective steward is responsible for scheduling all on call assignments. The University may exclude some employees from on call status based on various operational considerations such as but not limited to familiarity with on call area, response time from home back to the University, discipline and work performance record. Regular ongoing on call assignments will generally be one week in duration, with specific beginning and end times to be determined by the University within each respective on call area. However, other duration assignments may be scheduled by the University considering operational requirements in specific on call areas for regular ongoing, or sporadic on call assignments. The time period for on call assignment schedules will be determined by the University at whatever time frequency is most operationally efficient within each respective on call area. Coverage for on call assignments is the responsibility of each employee. However, with advance notice to and approval by supervision, trading of on call assignment times is permitted among employees as long as required coverage is provided. Time spent in on call status and time actually worked when reporting to work pursuant to on call assignments will not be entered on any overtime logs. In addition, when employees are in on call status, the University is prohibited from scheduling them to work. No on call employees will be charged for any overtime worked by other employees during periods of their on call assignment.

14-3 The provisions of this Article shall not be construed as relieving any employee not designated as in an on call status of their obligation when required by the University to

return to work pursuant to the provisions of Article 15, Call Back Pay. Furthermore, it is mutually agreed that, except for extraordinary circumstances beyond the control of the employee, the failure of any employee to return to work when so required is serious misconduct subject to disciplinary action.

ARTICLE 15

CALL BACK PAY

15-1 Whenever an employee is called back to work pursuant to this Article the employee shall receive the overtime premium as set forth in Section A of Article 11 for the time worked or a minimum of five (5) hours pay at the employee's hourly rate and shift premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to their scheduled start time and work continuously past their scheduled start time, provided the University permits the employee to work the employee's scheduled hours of work for that day. To the extent that an employee is paid the overtime premium pursuant to this Article, the employee shall not be paid an overtime premium under Section A of Article 11 for the same time worked.

15-2 All overtime worked or paid as a result of the application of this Article shall be recorded separate from the overtime record and posted as set forth in Section D, reference paragraph 11-13, of Article 11.

ARTICLE 16

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A

DEFINITIONS

16-1 For the purpose of this Agreement the following definitions shall apply:

1. University seniority means length of continuous service with the University beginning with the latest date of regular employment with the University and shall include periods of service outside the bargaining unit.

2. Classification seniority means length of continuous service in a classification beginning with the latest date of hire or transfer into the classification, provided, however, when an employee remains in the employee's classification but is transferred to another seniority group as a result of the application of Article 21, as distinguished from a reallocation of the work force, the employee's classification seniority for purposes of further application of the Layoff Procedure shall date from the employee's transfer into the new seniority group.

3. "Length of continuous service" means uninterrupted employment but includes lay-offs and other periods of absence authorized by and consistent with this Agreement except as limited by Section A and B of this Article.

4. "Seniority group" means that grouping of employees assigned to work at the following locations:

   a. Facilities and Operations, Ann Arbor

   b. Michigan Medicine, Ann Arbor

   c. University Housing, Ann Arbor

   d. Flint Campus

   e. Dearborn Campus

   f. Each other location

16-2 Each of these locations shall be a separate seniority group.

(See Memorandum of Understanding-10)

16-3 An employee who took a position with the University that was outside the bargaining unit, and subsequently returned to the bargaining unit will have classification seniority as follows:

a. Regular appointment outside the bargaining unit: A former bargaining unit employee who returns to the bargaining unit within one calendar year from the start of the regular appointment will retain the classification seniority the former bargaining unit employee had when they left the bargaining unit. Within this one year period, the former bargaining unit employee may be returned to the bargaining unit at the sole discretion of

the University in a regular job opening that has not been posted under paragraph 20-2 of the Agreement.

A former bargaining unit employee that has been out of the bargaining unit for more than one calendar year can bid on a regular job opening posted externally under paragraph 20-3 of the Agreement. A former bargaining unit employee that returns to the bargaining unit after more than one calendar year from the start of the regular appointment will have no classification seniority. Classification seniority will begin to accrue once the former bargaining unit employee returns to the bargaining unit.

b. Temporary appointment outside the bargaining unit: A former bargaining unit employee who returns to the bargaining unit within one calendar year from the start of the temporary appointment, or a longer period of time agreed to by the Union, will retain the classification seniority they had when they left the bargaining unit.

A former bargaining unit employee who returns to the bargaining unit after more than one calendar year from the start of the temporary appointment, or a longer period of time agreed to by the Union, will have no classification seniority. Classification seniority will begin to accrue once the former bargaining unit employee returns to the bargaining unit.

When a former bargaining unit employee returns to the bargaining unit from a temporary appointment that did not exceed one calendar year or a longer period of time agreed to by the Union, they will return to the position they vacated to assume the temporary appointment.

When a former bargaining unit employee returns to the bargaining unit from a temporary appointment that exceeded one calendar year or a longer period of time agreed to by the Union, the position they vacated to assume the temporary appointment will be posted internally. Employees in the seniority group of the internal posting are eligible to bid on the internal posting, and any subsequent internal postings that result from the internal posting of the vacated position. The former bargaining unit employee is not eligible to bid on the internal posting and any subsequent internal

postings that result from the internal posting of the vacated position. The former bargaining unit employee will be placed in the internal posting that is not filled by an employee in the seniority group.

c. An employee that takes a regular or temporary appointment outside the bargaining unit is not represented by the Union, and, as such, does not have access to the grievance procedure outlined in Article 42 of the Agreement.

d. The employee is responsible for contacting the University Payroll Office to stop the deduction of Union dues or service charge during the period of a temporary appointment.

e. The University will notify the Union of the start and end dates of all temporary employee appointments outside the bargaining unit.

f. Within thirty (30) calendar days of receiving from the University the end date of an employee's appointment outside the bargaining unit, the Union will determine the employee's classification seniority, and communicate the date to Staff HR Services.

g. The rules for a temporary appointment will not apply for employees who are assigned to meet medical restrictions or for other special circumstances approved by the Union.

h. A Special Conference will be held if there is a dispute whether an employee is working in a position outside the bargaining unit. If there is no resolution to the dispute, the issue is subject to the grievance and arbitration process.

16-4 An employee whose employment is terminated subsequent to and as a result of layoff, in accordance with Section B of this Article, and who is subsequently rehired by the University within thirty-six (36) months from the date of termination, upon the employee's request, may have their University seniority restored (excluding the period of time between termination and rehire) upon completion of two (2) consecutive years of employment, provided the employee had a minimum of one (1) year of continuous service prior to layoff. In the event that the employee is rehired in the same classification and seniority group in which they were

employed immediately preceding termination, classification seniority shall also be restored (excluding the period of time between termination and rehire).

16-5 If an employee with one year or more of University seniority quits or resigns and is subsequently rehired by the University within twelve (12) months following the termination of their previous employment, the employee may, upon their request, have their University seniority restored (excluding time on leave of absence), upon completion of three (3) consecutive years of employment. In the event the employee is rehired in the same classification and seniority group in which they were employed immediately preceding termination, classification seniority shall also be restored (excluding time on leave of absence).

16-6 The University shall take into consideration the seniority of an employee in selecting a supervisor, but no employee must accept a supervisory position with the University.

SECTION B

LOSS OF SENIORITY

16-7 An employee shall lose their status as an employee and their seniority if:

1. The employee resigns or quits;

2. The employee is discharged or terminated (unless reversed through the grievance or arbitration procedures);

3. The employee retires;

4. The employee does not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail addressed to the employee at the employee's last address filed with the University Human Resource Office. An Employee who changes address must notify the University of the change. The University will give the employee a receipt for this notice;

5. The employee has been on layoff for a period of time equal to the employee's classification seniority at the

time of the employee's layoff or two (2) years, whichever is lesser; or

6. The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary lay-off, for three (3) consecutive working days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee.

16-8 The grievance involving compliance with this Section shall begin at Step Two of the Grievance Procedure and may be processed through the Grievance and Arbitration Procedures only by an employee who has lost their status as an employee and their seniority, provided it is submitted in writing at Step Two of the Grievance Procedure within seventy-two (72) hours after facts have occurred giving rise to the employee's grievance.

ARTICLE 17

SENIORITY LIST

17-1 The University shall prepare and maintain seniority lists by seniority group which shall show the names, classification title, and the University and classification seniority dates of all non-probationary employees. The Union, President and stewards shall each be given one (1) copy of the list and notice of changes within five (5) working days of knowledge of the changes by the Human Resource Office. The lists and any changes thereafter shall be deemed correct as to an employee's seniority dates unless the employee or the Union notifies the University to the contrary in writing. The University may rely on the date it deems correct until such time as the question is resolved. The seniority lists and changes thereafter shall be posted by seniority group location.

ARTICLE 18

EMPLOYEE INFORMATION

SECTION A

EMPLOYEE INFORMATION AND SENIORITY LISTS

18-1 The University shall prepare and maintain a list which shall show the names, alphabetically, and the classification title, department, pay grade, seniority date, address and telephone number of all employees. The Union shall be given the current list monthly.

18-2 This list shall be deemed correct as to an employee's seniority date unless the employee or the President notifies the University to the contrary.

SECTION B

HIRE, TERMINATION AND LEAVE OF ABSENCE LISTS

18-3 Monthly, the University shall give to the Union one copy of each of the following:

1. A list of employees hired.

2. A list of employees terminated, for whatever the reason.

3. A list of employees on a leave of absence of any type.

SECTION C

UNION DUES OR SERVICE CHARGE

18-4 Monthly, the University shall give to the Union one copy of each of the following:

1. A list of employees that have authorized the monthly deduction and the amount of Union dues or the service charge deducted (“Remittance Report” distributed by the Payroll Office).

2. A list of employees that have not authorized the monthly deduction of Union dues or the service charge

("Union Dues Audit Report" distributed by the Payroll Office).

SECTION D

TEMPORARY EMPLOYEE LIST

18-5 Monthly, the University shall give to the Union a list of temporary employees performing the same work as employees in this bargaining unit. The list shall also include the job classification, and identification of the employing department and number of hours worked in each bi-weekly period for each such person. The list shall include current available information for the six (6) most recent consecutive pay periods.

ARTICLE 19

PROBATIONARY EMPLOYEES

19-1 An employee is a "probationary employee" for the employee's first six months of employment (e.g. date of hire 1/5/xx through and including 7/4/xx- first day off probation would be 7/5/xx). An individual who was hired for "temporary help" and who becomes an employee in the same department in which the employee was performing substantially the same work as temporary help for any continuous period immediately preceding the date the employee became an employee will have that continuous period counted towards completion of the employee's probationary period.

19-2 No matter concerning the discipline, lay-off, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union however, the University, through a designated representative, shall meet and discuss the termination of the probationary employee with an official of the Union and the President, provided the request is made within five (5) calendar days following the termination.

19-3 A probationary employee shall have no seniority, except University seniority, until the employee has completed their probationary period. Upon the completion of the employee's probationary period, the employee shall acquire classification seniority and be entered on the employee's seniority list with the classification seniority

date as provided in paragraph 16-1(2). An employee who has a continuous period of temporary employment counted toward completion of the employee's probationary period will acquire University and classification seniority from the date the employee began their continuous period of temporary employment.

ARTICLE 20

INTERNAL AND EXTERNAL JOB POSTING PROCEDURES

20-1 A regular job opening occurs when a new position is established and will be filled, or when a position held by a regular employee is vacated and that employee will be replaced by an internal posting or external job posting.

SECTION A

INTERNAL POSTING

20-2 When a regular job opening exists, and prior to an external posting, all employees will receive notification of the job opening by email (Internal Posting). The initial internal posting period will be 14 calendar days, and subsequent posting periods that directly result from the initial internal posting will be 7 calendar days. For example, if an email is sent on 1/5/XX, announcing an initial internal posting, employees will have through 1/19/XX to bid on the position. If this opening is filled, employees will be informed by email of the subsequent internal posting resulting from the opening created by the employee selected to fill the initial internal posting. The time period of the subsequent posting is 7 calendar days, for example 1/25/XX through 2/1/XX. If this posting is filled, another 7 calendar day posting period will be communicated to employees by email. The 7 calendar day posting period is initiated or repeated when the University decides to fill the open position. With the Union’s approval, an external posting may occur during the internal posting period for job openings that will be filled by the classification seniority of qualified candidates.

When a job opening exists in a classification where all employees in the classification have the same hours and days of work and are in the same overtime unit of distribution, there will not be an internal posting. Units will provide notice to the Union.

The internal posting is for a full 14 and 7 calendar day period following the day the email is sent. This ensures a full 14 or 7 calendar day posting period regardless of the time of day the email is sent. The posting end date is calculated by adding 14 or 7 to the date the email is sent.

The email will contain an embedded bid form. Employees bid on the open position by completing the form, and responding to the email.

During a transition period, written notification of the job opening will also be posted at all bulletin board locations set forth in Article 8, paragraph 8-1. During the transition period, employees can use a paper "Internal Position Change Request Form" (HR38000) to bid on the posting by submitting the form to their department head or equivalent level of supervision.

The internal posting will identify if the job opening will be filled by the classification seniority of qualified candidates or by the best qualified candidate.

1. Employees may request a change from one position to another in the same classification.

2. A Steamfitter/Certified Welder may request a change to the Steamfitter classification through the internal posting process. Steamfitters will be considered before Steamfitter/Certified Welders in filling a Steamfitter opening. When a Steamfitter/Certified Welder fills a Steamfitter opening, the employee will be classified as a Steamfitter, and receive pay commensurate with the Steamfitter classification.

   A Plumber or Steamfitter may request a change to the Plumber-Pipefitter classification through the internal posting process. Plumber-Pipefitters, Plumbers, and Steamfitters will be grouped together, and placed in classification seniority order when the job opening is filled by the classification seniority of qualified candidates.

a. Regular job openings filled by the classification seniority of qualified candidates:

The University will determine whether a candidate is qualified. When filling a regular job opening by the classification seniority of qualified candidates, whether a candidate is qualified is determined as follows:

i. The employee has the ability to competently perform the work;

ii. the employee has no written or lost time discipline that occurred in the preceding two (2) year period; and

iii. the selection of the employee will not adversely affect the operation of the University.

The regular job opening will be filled by the classification seniority of qualified candidates, from highest to lowest.

When one qualified candidate applies, or when more than one employee applies and it is determined that there is only one qualified candidate, the qualified candidate will be offered the position.

The regular job opening will be first offered to qualified candidates in the same seniority group as the regular job opening, followed by qualified applicants from all other seniority groups.

The selected candidate will be given a reasonable period, not to exceed sixty (60) calendar days, to demonstrate in actual work performance whether they have the ability to competently perform the work. If the employee does not have the ability to competently perform the work, the University will provide the employee and Union a written explanation of the deficiencies, and the employee will be returned to their previous overtime unit of distribution and classification. If the University provides the written explanation, the return to the employee's previous overtime unit of distribution and classification will not be subject to the grievance and arbitration procedure. Upon the

request of the President, the President and employee returned to their previous overtime unit of distribution shall be afforded an opportunity to meet and discuss the return.

b. Regular job openings filled by the best qualified candidate.

The University will determine whether a candidate is qualified, and the relative qualifications of qualified candidates. Paragraph 20-12 outlines considerations used to determine if a candidate is qualified.

The regular job opening will be offered to qualified candidates in descending order from the candidate determined to be the best qualified candidate.

If two (2) or more employees are equally qualified, the employee with the most classification seniority shall be given preference, provided the selection of the employee does not adversely affect operations of the University.

When one qualified candidate applies, or when more than one employee applies and it is determined that there is only one qualified candidate, the qualified candidate will be offered the position.

The selected candidate will be given a reasonable period, not to exceed sixty (60) calendar days, to demonstrate in actual work performance whether they have the ability to competently perform the work. If the employee does not have the ability to competently perform the work, the University will provide the employee and Union a written explanation of the deficiencies, and the employee will be returned to their previous overtime unit of distribution and classification.

SECTION B

EXTERNAL POSTINGS

20-3 If a regular job opening is not filled by an internal posting or in another manner consistent with the terms of this Agreement, the regular job opening will be posted externally using the University's posting process, and all employees will receive notification of the job opening by

email. ~~Notification of the job opening shall also be posted at all bulletin board locations set forth in Article 8, paragraph 8-1 of this Agreement through the end date listed on the external posting.~~ If a regular job opening is not filled within ninety (90) calendar days after it was posted externally, the internal posting will be required again as set forth in paragraph 20-2 above, before the external posting can be filled.

20-4 Non-probationary employees, excluding apprentices, may apply for an external posting to a regular job opening by submitting an online bid.

20-5 Employees assigned to job classifications in pay grades T1-T6 may apply for apprentice openings for job classifications assigned to pay grades T6-T9 and will be afforded an opportunity to be interviewed, consistent with the University's selection procedure for apprentices, including but not limited to successful completion of applicable apprenticeship aptitude testing.

20-6 Employees who apply for a regular job opening, excluding job openings for apprentices, will be afforded an opportunity to be interviewed. However, the University need not interview more than five (5) employees for any individual regular job opening. Only employees who possess the required qualifications as described in the external job posting, and indicate their qualifications when they apply online will be interviewed.

20-7 When a regular job opening is filled, the best qualified person shall be selected. In the event that an employee who has bid on a regular job opening possesses qualifications equal to those of other applicants, such employee shall be given preference over the other applicants, provided the selection of the employee does not adversely affect operations of the University.

20-8 If two (2) or more employees are equally qualified, the employee with the most classification seniority shall be given preference, provided the selection of the employee does not adversely affect operations of the University.

20-9 An employee selected to fill an external job posting will be given a reasonable period, not to exceed sixty (60)

calendar days, to demonstrate in actual work performance whether they have the ability to competently perform the work. If the employee does not have the ability to competently perform the work, the University will provide the employee and Union a written explanation of the deficiencies, and the employee will be returned to their previous overtime unit of distribution and classification.

SECTION C

GENERAL PROVISIONS

20-10 The internal and external job postings shall consist of, but not be limited to, the job classification title, pay grade, department, normal schedule of work, and required qualifications for the position.

20-11 When an employee classified as a Painter Incumbent is the selected candidate for a regular job opening posted with a job classification title of "Painter" the employee will retain the Painter Incumbent classification and rate of pay.

20-12 For internal postings that will be filled by the best qualified candidate or external job postings, qualifications shall be determined solely on the ability of each person to perform the work required competently. Ability to perform the work required may include, by way of example, but not limitation, such considerations as training, communication skills, system or craft specialty knowledge, attendance, willingness to work overtime, or written or lost time disciplinary action that occurred within the preceding two (2) year period.

20-13 A new hire or an employee that has been selected for an internal or external job posting need not be considered by the University for a subsequent internal or external job posting during the 12 month period following the internal or external job posting selection.

20-14 An employee selected for an internal job posting at a higher pay grade will receive base pay from the higher pay grade on day 15 following offer and acceptance of the position, regardless of the date of transfer to the new position. If the accepted position is at a lower pay grade, no change in pay will occur until date of transfer.

20-15 The University will seek to transfer employees within 45 days of the date of acceptance of a new position. If

circumstances do not permit transfer within 45 days, the University will review the situation with the President.

20-16 In the event that an employee is not selected for a regular job opening, and at the request of the employee or the President, the University will provide the determinant reasons why the employee was not selected.

20-17 Under the provisions of this Article, within thirty (30) calendar days of the selection to a regular job opening, an employee may, upon request, return to the position the employee left (same department and hours/days of work), except when an employee is moved on a temporary basis or was selected for a classification in a lower pay grade. An employee affected by such a return shall be placed in a regular job opening, if any, or placed or laid off in accordance with the provisions of Article 21, Section A.

20-18 A grievance concerning compliance with this Article shall begin at Step Two of the Grievance Procedure provided the grievance is submitted in writing within fifteen (15) calendar days following the day on which the employee had knowledge of the facts giving rise to the grievance; except when classification seniority is the determining selection factor, the selection cannot be grieved by an employee having less classification seniority than the employee selected.

ARTICLE 21

LAYOFF AND RECALL PROCEDURES

SECTION A

LAYOFF PROCEDURE

21-1 Within a seniority group, work regularly and customarily performed by an employee shall not be performed by "temporary help" or contract vendor labor to the extent that it results in the layoff of an employee. Neither shall "temporary help" or contract vendor labor be hired when a laid off employee is eligible for recall under paragraph 21-2. When an employee is to be laid off, the following procedures shall apply:

1. Layoff shall be by and from each classification within each seniority group. Except that during an employee's first two years of classification seniority, layoff and recall will be by departmental unit for employees hired after January 1, 2016.

2. Contract vendor labor, then temporary help, then Biomedical Engineering Technician Interns performing the work of a BMET, and then probationary employees in an affected classification within a seniority group shall be laid off first.

3. Then an employee with the least apprentice classification seniority for the affected classification shall be laid off. This subparagraph shall apply to the next lowest senior apprentice, providing there is one, after no more than two (2) journeyperson employees in an affected classification have been laid off as a result of application of subparagraph 4 below. Nothing in this step of the procedure is intended to preclude the University from laying off all apprentices in the affected classification before applying subparagraph 4 below, nor shall it result in having a ratio of less than two (2) journeyperson to one (1) apprentice in the affected classification.

4. Then the employee with the least classification seniority in an affected classification within the employee's seniority group shall be laid off, provided that the employee's remaining in the classification have the ability to perform competently the work available.

5. For the purposes of this Article, in the event that there are two or more employees with the same classification seniority date, the employee with the most bargaining unit seniority will have the higher seniority. If the bargaining unit seniority is also equal, then the employee with the most University seniority will have the higher seniority. If the University seniority is also equal, then the last four (4) digits of the employee's social security number will be considered and the employee with the higher last four digits of their social security number will have the higher seniority.

6. The University may transfer an employee who is laid off or is to be laid off to another classification in the employee's seniority group or to any classification in another seniority group, but the employee shall have the option of electing the layoff rather than the transfer.

7. In the event an employee is laid off because of a temporary discontinuance of operations, or any portion thereof, caused by conditions beyond the control of, and not immediately correctable by the University, temporary adjustments in the work force can be made without prior notice and without application of the regular Layoff and Recall Procedures. A layoff resulting from such temporary adjustments to the workforce shall not exceed fifteen (15) calendar days.

8. In the event an employee is laid off because of a temporary workload, staffing, or other condition, the employee shall be given at least seven (7) calendar days notice of a temporary layoff. A temporary layoff shall not exceed sixty (60) calendar days and shall be in accordance with the layoff and recall procedures set forth in paragraphs 21-1 (1-6), 21-2 and 21-3.

University contributions for Group Life, Health, Dental and Long Term Disability Insurances will continue for the duration of the temporary layoff, up to sixty (60) days, and the employee must make their own benefits contributions for them to be continued during their temporary layoff. At the employee's request, they can receive a one time pay in lieu of accrued vacation for all or part of their vacation accrual, to be paid at the first scheduled pay day after the effective date of their layoff. In the event a temporary layoff becomes a regular layoff the required minimum thirty (30) calendar day notice will be given in accordance with paragraph 21-1 (9).

9. In the event of a regular layoff, an employee who is to be laid off shall be given written notice of layoff as soon as practicable but not less than thirty (30) calendar days prior to layoff. Regular layoffs shall be in accordance with the layoff and recall procedures set forth in paragraphs 21-1 (1-6), 21-2 and 21-3. An employee subject to regular layoff shall be paid for any wages due, and pay in lieu of accrued vacation, at the first scheduled pay day after the effective date of their layoff.

10. Every effort will be made by the University and Union to mitigate or avoid a temporary or regular layoff, including voluntary layoffs and effort reductions, or other alternatives.

11. When the University has a need for more than forty (40) continuous hours of work to augment the workforce in a laid off employee's classification within any seniority group, or a need of any duration within the employee's departmental unit, the laid off employee will be considered for employment as "temporary help" provided the employee has the ability to competently perform the work available. Any employees on layoff who are hired as "temporary help" will not have their layoff and/or recall rights affected by being in the status of "temporary help".

SECTION B

RECALL PROCEDURE

21-2 The reverse application of the layoff procedure shall be used when a seniority employee is to be recalled to work from a temporary or regular layoff or there is to be a return to a classification or seniority group from which the employee was transferred, conditioned upon the employee's ability to perform the work competently. An employee with seniority who has been laid off will be recalled to any posted opening within their classification regardless of department or seniority group, conditioned upon the employee's ability to perform the work, in accordance with the requirements set forth in Article 20, Section C, reference paragraph 20-12. In addition, an employee who has been recalled to such a posted opening in a different seniority group will serve a trial period, not to exceed ninety (90) calendar days, within which to demonstrate satisfactory attendance and performance. During this trial period, if the employee's performance or attendance are not satisfactory, the employee will be returned to layoff status in their original seniority group, and such action shall not be subject to the grievance and arbitration procedures set forth in Article 42 and Article 43.

SECTION C

SENIORITY PREFERENCE

21-3 For the purpose of this Article, the President, Vice President, stewards, and alternate stewards shall have seniority preference over all the employees in their classification in their area of representation, conditioned upon ability to perform competently the work available.

SECTION D

LIABILITY

21-4 A grievance involving compliance with this Article shall begin at Step Two of the Grievance Procedure, provided it is submitted in writing at Step Two of the Grievance Procedure within seven (7) calendar days after facts have occurred giving rise to the grievance.

21-5 Liability of the University for failure to apply correctly any provision of this Article, except for a layoff because of a

temporary adjustment of the work force as provided for in Section A., shall commence not earlier than the date of submitting the written grievance alleging such violation at Step Two of the Grievance Procedure. The University shall send notices of layoff or recall to the Union, President, and the steward representing the employee involved at least five (5) working days prior to the effective date of the layoff or recall.

ARTICLE 22

ANNUAL MILITARY DUTY

22-1 An employee who is a member of the armed forces reserve or National Guard and who loses time from work during the employee's normal schedule of work to participate in annual military training or for service required as result of a civil disorder or other temporary emergency shall be granted an excused absence from work not to exceed fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at the employee's hourly rate plus shift premium, if applicable. Armed forces reserve or National Guard base pay shall be offset against such pay. Except as otherwise provided in this Agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay the employee was eligible to receive. If an employee receives vacation pay during a period of training or service, the employee shall not be eligible for the pay provided by this Article for that period of time for which the employee received vacation pay.

ARTICLE 23

SICK TIME

SECTION A

ELIGIBILITY

23-1 An employee shall be eligible to receive sick time in accordance with the provisions of this Article when the employee is unable to work because of personal illness or

injury, domestic violence or sexual assault, family care time and scheduled medical and dental appointments provided the employee meets the requirements of Section F.

DOMESTIC VIOLENCE OR SEXUAL ASSUALT

An employee that is a victim of domestic violence or sexual assault may use sick time for medical care, psychological or other counseling, to obtain victim services, to relocate, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault. An employee may also use short-term sick to care for a family member that is a victim of domestic violence or sexual assault for the reasons outlined in the previous sentence.

DECLARED PUBLIC HEALTH EMERGENCY

Employees are eligible to use short-term sick for purposes relating to closure of the workplace or child's school due to a declared public health emergency.

No sick time shall be payable for any disability which results or occurs as follows:

1. Intentionally self-inflicted injury for fraudulent purposes;

2. Participating in any criminal act;

3. Participating in a riot or civil commotion;

4. Working for an employer other than the University;

5. During a layoff, leave of absence, or disciplinary layoff;

6. Following a termination date that was determined prior to the occurrence of the disability; or

7. During a vacation, except when hospitalized or equivalent confinement at home, which is directed by the employee's physician or, in the case of a disabling mental illness, by a licensed physician with specialized training in psychiatry or licensed psychologist who possesses a doctoral degree. Evidence of such hospitalization or directed confinement may be required by the University for an employee to be eligible to receive sick time.

SECTION B

SHORT-TERM SICK

23-2 Short-term sick is available to employees for scheduled and unscheduled absences due to personal illness or injury, family care time, and scheduled medical and dental appointments.

23-3 Each August 1st, ~~72~~ 80 hours of short-term sick will be added to a full-time employee's accrual balance. To be eligible for this yearly accrual, the employee must be on paid status on August 1st. If the employee is not on paid status, the accrual will be provided on a prorated basis when the employee returns to paid status. The accrual will be prorated consistent with the practice for new hires and transfers as described below.

23-4 New hires or University employees transferring into the Bargaining Unit will receive a prorated amount of short-term sick. This prorated amount is ~~six (6) hours per month multiplied~~ as follows; 80 hours divided by12 months, multiplied by the number of months remaining in the contract year. The month of hire or transfer is considered a full month for purposes of determining the prorated amount of short-term sick. ~~(For example,~~ As an example, an employee hired or transferred into the bargaining unit on any date in October, will receive ~~sixty (60)~~ 66.7 hours of short-term sick time, six (6) (80 divided by 12, ~~hours times ten months).~~ multiplied by 10 months, when rounded equals 66.7 hours).

23-5 An absence normally covered by short-term sick will be charged against an employee's accrued vacation time after the employee's short-term sick accrual has been exhausted unless the employee requests the use of excused time without pay.

23-6 During the annual benefit open enrollment period, an employee may submit a written request on a form provided by the University to sell back short-term sick. A minimum accrual balance of forty (40) hours of short-term sick must be maintained in the employee's accrual balance after the sell back. The written request must contain the following information:

1. Employee's name
2. Employee's UMID
3. The number of hours to be maintained in the employee's accrual balance
4. The employee's signature

Once submitted, a written request may not be rescinded.

23-7 If an employee has more than 160 hours of short-term sick in their accrual balance as of the beginning of the second pay period in January, all hours in excess of that 160 hours will be sold back to the employee.

23-8 All short term sick sell back payments will be made in the last paycheck in January.

23-9 Upon retirement, any unused short-term sick will be paid to the employee.

23-10 Upon the death of an active employee, unused short-term sick, up to 40 hours, will be paid to the employee's beneficiary if there is a beneficiary on record with the University.

SCHEDULED MEDICAL AND DENTAL CARE APPOINTMENTS

23-11 An employee may be granted short-term sick for scheduled medical and dental care appointments, including post-operative examinations and care. To be considered for short-term sick, the employee must give their supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor, and the probable duration of the absence. A series of appointments may be included in the same notice. In the event that a doctor schedules a return appointment or post-operative examination or care that prevents giving the required notice, as much notice as possible based on the circumstances is required.

23-12 Employees may use short-term sick to care for family members who are incapacitated, ill or injured. The definition of "family member" is as follows:

a. Spouse (same-sex or opposite-sex).

b. Other qualified adult.

c. Child, sibling, parent, grandchild, or grandparent of the employee, employee's spouse or other qualified adult.

d. Other related individual whose care is the responsibility of the employee, employee's spouse, or other qualified adult.

SECTION C

EXTENDED SICK

23-13 An employee with one or more years of University service and a fifty percent or greater appointment is eligible for extended sick for the employee's own illness or injury as outlined in the following schedule. The one year of University service must be attained as of the last day worked. If an employee is absent for a reason recognized by this Article at the employee's one-year anniversary, the employee will not be eligible extended sick until the employee returns to work.

University Seniority	Maximum Hours of Extended Sick
One through two years	192
Over two through three years	288
Over three through four years	384
Over four through five years	480
Over five through six years	576
Over six through seven years	672
Over seven through eight years	768
Over eight through nine years	864
Over nine years	960

23-14 Extended sick, short-term sick, vacation, and excused time without pay are used as follows for a continuous absence for the employee's own illness or injury beginning on the first, full workday of the continuous absence. If the first workday of a continuous absence includes a period of work, i.e., the employee left work early due to illness or injury, the period of absence on that day will be covered by short-term sick, vacation or excused time without pay.

*****SEE NEW CHART IN CONTRACT FOR CLARIFICATION OF BELOW*****

EXPLANATION OF TIME USAGE								
Workday[1]	**Short-term sick** followed by **vacation** followed by **excused time without pay**				**Extended sick**[2]			
1	8[3]	8[4]	10[3]	10[4]	0[5]	0[6]	0[5]	0[6]
2	8	4	10	5	0	4	0	5
3	8	4	10	5	0	4	0	5
4	4	4	5	5	4	4	5	5
5	4	4	5	5	4	4	5	5
6	4	4	5	5	4	4	5	5
7	4	4	5	5	4	4	5	5
8	4	4	2.5	2.5	4	4	7.5	7.5
9	2	2	2.5	2.5	6	6	7.5	7.5
10	2	2	1	2.5	6	6	9	7.5
11	2	2	0	2.5	6	6	10	7.5
12	2	2		2.5	6	6		7.5
13	2	2		2.5	6	6		7.5
14	2	2		1	6	6		9
15	0	2		0	8	6		10
16		2				6		
17		2				6		
18		2				6		
19		0				8		

[1] "Workday" does not include holidays, season days or the employee's regular days off (RDO).

[2] Extended sick will be used to cover an absence that qualifies for Workers' Compensation regardless of the duration of the absence.

[3] Short-term sick, followed by vacation, followed by excused time without pay will be used as depicted in this column when the employee does not provide a doctor's note dated either the first or second full workday of the absence to the University within two workdays of their return to work. Upon an employee's request, excused time without pay will be used in place of vacation.

[4] Short-term sick, followed by vacation, followed by excused time without pay will be used as depicted in this column when an employee provides a doctor's note dated either the first or second full workday of the absence to the University within two workdays of their return to work. Upon an employee's request, excused time without pay will be used in place of vacation.

[5] Extended sick will be used as depicted in this column when the employee does not provide a doctor's note dated either the first or second full workday of the absence to the University within two workdays of their return to work.

[6] Extended sick will be used as depicted in this column when an employee provides a doctor's note dated either the first or second full workday of the absence to the University within two workdays of their return to work.

23-15 For continuous absences less than or equal to 40 hours that do not qualify for Workers' Compensation, the University shall not require medical documentation.

To be eligible for sick time for continuous absences greater than 40 hours, the employee must provide the University with acceptable medical documentation signed by the employee's treating physician certifying that the employee was unable to work all days of the absence, and is released to return to work. The statement will include any work restrictions.

23-16 The number of extended sick hours payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed the maximum number of extended sick hours set forth above in this Section based upon the employee's University seniority at the time the employee's disability occurs, minus the number of hours paid in the immediately preceding twelve (12) consecutive month period.

23-17 The University will manage extended sick absences, and employees must cooperate and comply with all required policies and procedures, including providing suitable physician statements as required.

23-18 Employees must exhaust all extended and short-term sick prior to receiving Workers' Compensation payments. See Article 30, paragraph 30-8 (B) regarding the use of vacation prior to an employee receiving Workers' Compensation payments.

SECTION D

PART-TIME EMPLOYEE

23-19 A part-time employee normally scheduled to work twenty (20) or more hours per calendar week shall be eligible for sick time if the employee meets the eligibility requirements of Sections A through C of this Article, but the number of hours of sick time payable as provided in Sections B and C shall be on a basis dependent on the employee's normal schedule of hours which shall be directly proportionate to the maximum hours of sick time for which a full-time employee is eligible. An employee normally scheduled to work less than twenty (20) hours per calendar week shall not be eligible for sick time.

SECTION E

DETERMINATION OF SICK TIME PAY

23-20 Except as otherwise limited by this Article, the amount of sick time payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a calendar day, or ten (10) hours if normally assigned to a ten (10) hour day, or forty (40) in a calendar week, of time lost from work because of the disability times the employee's hourly rate during the period of disability, plus shift premium, if applicable.

SECTION F

NOTICE AND PROOF OF DISABILITY

23-21 No sick time shall be payable to an employee unless the employee's department is notified of the nature of the disability and the probable duration thereof as soon as possible but in no event later than the beginning of the

employee's shift, except when the failure to notify is due to circumstances beyond the control of the employee.

23-22 At the University's request, an employee returning to work shall be required to certify on a Notice and Proof of Disability form provided by the University the following:

1. The nature of the disability which prevented the employee from working, including time, dates, and circumstances and whether or not under the care of a physician;

2. The amount of time lost from work in hours because of the disability;

3. The name of the person to whom advance notice was given together with the time or the reason notice was not given.

SECTION G

SICK TIME MANAGEMENT

23-23 It is understood that the parties do not condone any abuse of this Article.

Where an employee's unscheduled sick time usage, or sick time usage that is unsupported by a physician's statement, raises concern of possible sick time misuse, notice will be given to the President and a Sick Time Conference may be scheduled with the employee. Any sick time conference will be initiated through the appropriate Human Resources representative.

Other attendees will include the President, other Union representatives identified by the President, a representative of University Human Resources, and unit management representatives as determined by the University. Other University resource personnel may also attend.

The outcome of a Sick Time Conference may include corrective action including requiring a physician's statement, or other evidence of disability acceptable to the University to be eligible for future sick time pay, and/or progressive disciplinary action.

SECTION H

PHYSICIANS STATEMENTS/GENERAL CONDITIONS

23-24 If the University, at its option, decides to have an employee who is claiming sick time examined by a physician or physicians of its choosing, that examination will be without cost to the employee.

23-25 Following written notice to an employee and the Union, and after discussion with the employee, and the President, statements from certain physicians will not be considered as evidence of disability under any provision of this Article.

23-26 In the case of an absence due to a nondisabling or disabling mental illness, evidence of disability will be accepted from a physician or a mental health provider. ~~**only from a licensed physician with specialized training in psychiatry or a licensed psychologist who possesses a doctoral degree.**~~ A disabling mental illness which is being treated on an inpatient basis will be in an accredited facility licensed to provide psychiatric or substance abuse care.

23-27 Employees with chronic health conditions who experience short-term, recurring disability absences will be provided flexible work scheduling opportunities as operationally possible and approved by supervision to reduce their use of short-term sick. Overtime pay shall not be incurred on flexible scheduling on greater than eight hours worked in a twenty-four hour period. See paragraph 9-4 for other flexible work scheduling opportunities.

23-28 Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding short-term or extended sick time.

SECTION I

ATTENDANCE INCENTIVE

An employee who uses twelve (12) hours or less of sick time in the six (6) month periods of March 1 – August 31, or September 1 – February 28 or 29, may sell back up to twenty (20) hours of future vacation time accrual for each six (6) month period, provided they have a minimum of forty (40) hours of vacation in their accrual as of August 31 or February 28 or 29. If the employee wants to exercise this vacation sell back eligibility, they must submit a written request to

their department, on a form provided by the University, by September 15th or March 15th respectively for the two above mentioned six (6) month periods. The form will include the following:

1. Employee's name
2. Employee's UMID, job title and department
3. Number of future accrual vacation hours the employee wishes to sell back
4. The employee's vacation accrual as of February 28 or 29 or August 31
5. The employee's signature
6. Supervisor's signature approving request

Once submitted, a written request may not be rescinded.

23-29 Payment for the future accrual vacation time sold back will be made in the employee's second biweekly paycheck in December and June respectively.

FOLLOW-UP CARE

23-30 An employee that returns to work after a continuous absence of greater than 80 hours, and is performing the essential functions of their classification, is eligible to use up to 56 hours of intermittent extended sick for follow-up care for a period of 90 calendar days following their return to work. The follow-up care must be directly related to the condition that caused the continuous absence, provided by a medical or mental health professional, prescribed, ordered or scheduled by the employee's healthcare provider, and substantiated by sufficient medical documentation acceptable to the University after each follow-up appointment.

ARTICLE 24

HOLIDAYS

SECTION A

24-1 The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday.

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

SECTION B

24-2 The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed.

SECTION C

24-3 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at the employee's hourly rate plus shift premium, if applicable, for the holiday, provided the employee meets the following eligibility requirement:

24-4 The employee works the employee's last scheduled work day prior to and the employee's first scheduled work day following the holiday unless the employee's failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 23 or (2) vacation time as provided in Article 26 or (3) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employee's employment obligation.

SECTION D

24-5 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar week other than an employee on layoff or on any leave of absence who meets the eligibility requirement set forth in Section C shall receive pay for the holiday determined by multiplying the employee's hourly rate plus shift premium, if applicable, times the employee's normal schedule of hours per calendar week divided by five (5). Those normally

scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the holiday.

SECTION E

24-6 In addition to the holiday pay as provided in Section C or D, an employee who works on the holiday will be paid for the time worked at one and one-half times the employee's hourly rate and shift premium, if applicable. To the extent that time worked is paid pursuant to this Section, it shall not be paid under Article 11 for the same time worked.

SECTION F

24-7 An employee who fails to work on a holiday when assigned or called in shall not receive holiday pay as provided in Section C or D unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article 23 or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employee's employment obligation.

ARTICLE 25

CHRISTMAS/NEW YEAR SEASON DAYS

SECTION A

25-1 Between the days observed as the Christmas Day and New Year's Day holidays, as provided in Section A of Article 24, there shall be four (4) Christmas/New Year Season Days which may be designated on an individual basis.

~~**Biomedical Engineering Technicians in**~~ Michigan Medicine employees are not eligible for season days. See Memorandum of Understanding – 15.

SECTION B

25-2 Each Christmas/New Year Season Day shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the Christmas/New Year Season Day is designated.

SECTION C

25-3 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at the employee's hourly rate plus shift premium, if applicable, for each Christmas/ New Year Season Day for which the employee is not scheduled to work, provided the employee meets the following eligibility requirements:

The employee works the employee's last scheduled work day prior to and the first scheduled work day following the day observed as the Christmas Day and the New Year's Day holiday, respectively, unless the employee's failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 23, or (2) vacation time as provided in Article 26, or (3) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employment obligation. An employee who is late but finishes the employee's schedule of work, meets the eligibility requirement.

SECTION D

25-4 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C shall receive pay for each Christmas/New Year Season Day for which the employee is not scheduled to work, determined by multiplying the employee's hourly rate plus shift premium, if applicable, times the employee's normal schedule of hours per calendar week divided by five (5). Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the Christmas/New Year Season Days.

SECTION E

25-5 An employee who works their regular or otherwise assigned work schedule on a Christmas/New Year Season Day will be paid for the time worked at the employee's hourly rate and shift premium, if applicable. In addition and for each such Christmas/New Year Season Day the employee works, an equivalent amount of time shall be added to the employee's vacation accrual and thereafter shall be subject to the provisions of Article 26. Any time

worked outside of their regular or assigned work schedule will be compensated at time and one half.

SECTION F

25-6 An employee who fails to work on a Christmas/New Year Season Day on which the employee is scheduled to work shall not receive the pay as provided in Section C or D unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article 23 or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employment obligation.

25-7 The University will notify employees of the work schedule for the Christmas/New Year Season Days at least fifteen (15) calendar days prior to the Christmas Day holiday. If a change to the work schedule is necessary after such notice is given, and an employee is required to work on a Christmas/New Year Season Day, the employee will be given at least four (4) days notice unless circumstances do not permit advance notice.

ARTICLE 26

VACATIONS

SECTION A

ACCRUAL

26-1 Except as provided in 26-3 and 26-4 of this Section, full-time employees accrue paid vacation time as follows:

University Seniority	Rate of Accrual Per Calendar Month
First 5 years	8 hours
From 5 through 8 years	12 hours
Over 8 years	16 hours

26-2 An increase in the rate of accrual shall be effective with the first calendar month following completion of the required years of University seniority.

26-3 During the calendar month in which a full-time employee starts or ends employment or starts or returns from any leave of absence, the employee shall accrue paid vacation time on a percentage basis of the rate of accrual in 26-1 depending upon the day of the calendar month on which the event occurs as follows:

Day of Calendar Month	Start of Employment or Return from Leave of Absence	End of Employment or Start of Leave of Absence
1 through 10	100% accrual	No accrual
11 through 20	50% accrual	50% accrual
21 through end of month	No accrual	100% accrual

26-4 Except as provided in 26-3 above, an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which the employee is absent without pay for 120 hours or more. During any calendar month in which the employee is absent without pay for less than 120 hours, but more than 56 hours, the employee shall accrue fifty percent (50%) of their 26-1 accrual.

Vacation accrual for months in which extended sick time pay is used is calculated according to the following table:

Cumulative number of hours of extended sick time used in a month	Vacation accrual rate
80 hours or less	100% accrual
Greater than 80 hours	50% accrual

Hours provided are based on a full-time (40 hours per week) work schedule. Hours for part-time work schedules are determined on a proportionate basis.

26-5 Part-time employees normally scheduled to work twenty (20) or more hours per calendar week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally

scheduled to work less than twenty (20) hours per calendar week shall not accrue paid vacation time.

26-6 Paid vacation time accrues and is recorded at the beginning of each calendar month of employment.

26-7 No employee may accrue paid vacation time in excess of twenty-four (24) times their rate of accrual per calendar month.

SECTION B

ELIGIBILITY

26-8 No employee shall be eligible for paid vacation time or receive pay in lieu of vacation time before it accrues.

SECTION C

PAY IN LIEU OF VACATION TIME

26-9 An employee will receive pay in lieu of paid vacation (i.e., without taking actual time off from work) only after completion of the employee's probationary period and then only under the following circumstances:

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

SECTION D

PAY FOR ACCRUED VACATION TIME

26-10 Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken plus shift premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used and shall be paid to the employee on the employee's regular pay day.

26-11 Pay in lieu of vacation time shall be at the employee's hourly rate at the time the event set forth in Section C occurs plus shift premium, if applicable, times the number of hours of accrued vacation time.

SECTION E

SCHEDULING OF PAID VACATION TIME

26-12 Paid vacation time shall be scheduled to meet the work requirements of the University on a departmental basis and by classification with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:

1. Each department will post any limitations concerning the scheduling of vacation, including the election to close down any or all of the operations of the department and schedule vacations during the close down period, providing notice of the close down period is given in writing at least ninety (90) calendar days prior to the close down to the Union, and the employees affected. At the employee's option, the employee may elect to be temporarily laid off–rather than being scheduled on vacation. However, when December 24th occurs on a Monday or January 2nd occurs on a Friday, and the department decides to close down on either of these dates, notice shall be given in writing at least thirty (30) calendar days prior to the close down. For a close down on December 24th or January 2nd, the employee may elect to use excused time without pay rather than being scheduled on vacation.

2. Employees will request vacations as early as possible but no later than thirty (30) calendar days prior to the date the vacation is to begin.

3. Based upon the requests submitted, the department will schedule vacations in order of preference by classification on the basis of classification seniority.

4. Employees will be advised by their supervisor whether their vacation request is approved or denied within ~~**seven (7)**~~ ten (10) calendar days.

5, Whenever a vacation request is made 30 calendar days prior to the date the vacation is to begin and the vacation request is approved by the employee's supervisor, the employee will not be required to work overtime during the period they requested off beginning at the normal stop time of the last scheduled day of work. This period includes scheduled days off

(RDO, holidays, and season days) that immediately precede or follow the requested vacation time.

26-13 Vacations which are not scheduled in accordance with the above procedure may be granted by the University provided it is requested forty-eight (48) hours in advance by the employee; except when extraordinary circumstances beyond the control of an employee cannot be corrected in time for the employee to meet their employment obligation, paid vacation time may be granted for the absence without the forty-eight (48) hours notice.

26-14 If a day observed by the University as a holiday as provided in Article 24 occurs during an employee's vacation, the employee shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

ARTICLE 27

FUNERAL/MEMORIAL SERVICE LEAVE PAY

27-1 In the event of the death of (1) an employee's spouse, or (2) other qualified adult, or (3) the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them) of either the employee, the employee's spouse or the other qualified adult, or (4) any other related person living in the employee's household, an employee who attends the funeral or memorial service shall be granted time off work with pay for a daily maximum of however many hours the employee normally works per day at the employee's hourly rate plus shift premium, if applicable. The amount of time off work with pay shall be only that which is required to attend the funeral or memorial service and make necessary funeral or memorial service arrangements and (prior or subsequent to the funeral or memorial service) financial, custodial, or other necessary arrangements for surviving family members. In no event shall the time off exceed twenty-four (24) hours per funeral or memorial service occurrence.

27-2 In the event an employee is on vacation, the provisions of this Article nevertheless apply.

ARTICLE 28

JURY AND WITNESS SERVICE

28-1 An employee who loses time from work during the employee's normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at the employee's hourly rate plus shift premium, if applicable.

28-2 Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University with a written statement from the court showing the days and time of jury duty or witness service. An employee will report for work when released from jury duty or witness service.

28-3 An employee who does not lose time from work, but who nevertheless has performed jury duty service or testified pursuant to a subpoena within the eight hour period immediately before the beginning of their shift, at the request of the employee may have an amount of time off work equal to the time the employee was required to spend in court during that eight hour period. In such a case, the employee will be paid for this time in the same manner as if they had lost time from work.

28-4 An employee who is required to report for jury duty service or testify pursuant to a subpoena following completion of a shift which ends after midnight, will be excused from work at midnight and paid for such lost time at their hourly rate plus shift or special schedule premium, if applicable.

28-5 None of the above provisions will apply to an employee who is a plaintiff, except for a plaintiff in a domestic dispute, whether testifying pursuant to a subpoena or not. Such an employee must make prior arrangements with the supervisor for either vacation or an excused absence without pay.

ARTICLE 29

PAID MATERNITY (CHILDBIRTH) AND PARENTAL LEAVES

29-1 Effective July 1, 2019, Standard Practice Guide 201.30-6, Paid Maternity (Childbirth) and Parental Leaves, shall apply to all employees.

29-2 A material change to SPG 201.30-6 shall be subject to negotiation.

29-3 A special eligibility period will apply for new parents who added children to their families shortly before July 1, 2019. Eligible employees who welcomed a new child between April 1, 2019 and June 30, 2019, may request up to six weeks of parental leave to use within one year of July 1, 2019 (July 1, 2019 - June 30, 2020). Maternity leave is available for births that occur on or after July 1, 2019.

ARTICLE 30

LEAVES OF ABSENCE

SECTION A

GENERAL CONDITIONS

30-1 Leaves of absence are without compensation by the University.

30-2 Unpaid leaves of absence are intended to provide continuity of service during an extended period of absence.

30-3 Unpaid leaves of absence are available only for non-probationary employees, with the exception of medical, childcare, medical/childcare and military service leaves, which are available to probationary employees. Upon return to work, the employee will serve the balance of their probationary period.

30-4 A leave of absence may affect the continuation of an employee's benefit coverage, and an employee's contributions to maintain benefit coverage. The University will continue its contribution to maintain an employee's health, 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~~ childcare, medical/child care, family care, qualifying exigency, and care of a covered servicemember. An absence for an FMLA qualifying event will be counted toward an employee's 12 or 26 weeks of eligibility under the FMLA from the ~~beginning~~ first day of the employee's FMLA eligible ~~leave of~~ intermittent or continuous absence. An employee will not be subject to discipline based on the exhaustion of FMLA.

30-5 The employee's date of hire as a regular employee is used to designate the 12 month period during which an employee is entitled to be absent from work for up to 12 weeks. The first day of an employee's absence to care for a servicemember with a serious injury or illness designates the 12 month period during which the employee is entitled to be absent from work for up to 26 weeks.

30-6 To the extent applicable, all provisions of this Article will be interpreted to be consistent with the Family and Medical Leave Act of 1993, as amended. Where provisions of this Article are more expansive than the FMLA, this Article is controlling. Where provisions of the FMLA are more expansive, the FMLA is controlling.

SECTION B

NON-DISCRETIONARY LEAVES OF ABSENCE

30-7 Non-discretionary leaves of absence are granted when the employee meets the eligibility and approval requirements and are as follows:

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

30-8 MEDICAL

A. Eligibility

Employee is medically unable to work due to personal illness or injury. Arbitrary failure to follow accepted medical practice may result in the denial of an employee's request for a medical leave of absence or an extension of a previously granted medical leave of absence.

B. Use of Paid Time

Employee must use all available sick time and vacation prior to the start of the leave of absence. However, an employee covered by Workers' Compensation may, but is not required to, use all available vacation prior to the start of the leave of absence.

C. Approval

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

D. Maximum Duration

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

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-9 An employee returning from a medical leave of absence must provide medical documentation acceptable to the University that contains a release to return to work, noting any restrictions.

30-10 The University may require, without cost to the employee, that a physician or physicians of its choosing examine the employee and provide evidence of ability to return to work that is acceptable to the University before the employee is returned to work.

30-11 CHILD CARE

A. Eligibility

For the care of an employee's child, stepchild, legal ward or child the employee is serving in the capacity of the parent following birth, adoption, or foster care placement. Available within the 12 month period following the birth, adoption, or foster care placement. A qualifying adoption or foster care placement is one in which the child is under the age of 18, or 18 years of age or older, and incapable of self-care due to a physical or mental disability.

B. Use of Paid Time

1. An employee who is medically unable to work due to pregnancy/childbirth (birth mother) must use:

    a. All available sick time until the employee is medically able to return to work; and

    b. All available vacation prior to the start of the leave of absence.

2. An employee who is absent to care for a child following the birth of the employee's child, adoption or foster care placement must exhaust all available vacation prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-12 MEDICAL/CHILD CARE

A. Eligibility

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

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

B. Use of Paid Time

Employee must use all available sick time, and vacation prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-13 FAMILY CARE

A. Eligibility

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

B. Use of Paid Time

Employee chooses the amount of short-term sick time (family care time) and vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-14 QUALIFYING EXIGENCY

A. Eligibility

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

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

B. Use of Paid Time

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

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-15 CARE OF A COVERED SERVICEMEMBER

A. Eligibility

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

B. Use of Paid Time

Employee chooses the amount of short-term sick time (family care time) and vacation, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-16 MILITARY SERVICE

A. Eligibility

Employee has a selective service induction, A-1 enlistment, or has been called-up as a member of the National Guard or Reserve.

B. Use of Paid Time

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

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

E. Return to Work

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

1. If the period of service in the military was 90 days or less, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence.

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

30-17 The employee's department is responsible for the placement of an employee returning from a military service leave of absence. If placement is impossible or unreasonable, the appropriate University Human Resources office must be consulted regarding the department's obligation to place the employee.

30-18 An employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service, and apply for reinstatement within ninety (90) days after release from duty.

30-19 UNION AND AFFILIATED LOCALS

A. Eligibility

Employee is elected or appointed to a full-time office in the Union or one of its affiliated Locals.

B. Use of Paid Time

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

C. Approval

Granted upon written request of the Union.

D. Maximum Duration

Unlimited, however, granted in one year or less increments as requested in writing by the Union.

E. Return to Work

Employee will be placed in the same or equivalent position in the employee's seniority group unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section D of this Article.

30-20 DISABILITY

Subject to and consistent with the University Disability Plan as provided for in Article 34, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

SECTION C

DISCRETIONARY LEAVES OF ABSENCE

30-21 A discretionary leave of absence is granted when approved by the employee's department and University Human Resources.

30-22 PERSONAL

A. Eligibility

An employee requests a leave of absence that does not meet the eligibility requirements of a non-discretionary leave of absence. A personal leave of absence cannot be used to provide continuing University employment for an employee who has accepted employment outside the University.

B. Use of Paid Time

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

C. Approval

Granted at the discretion of the employee's department with the approval of the appropriate University Human Resources office. Department must guarantee a return to the same or equivalent position. "Equivalent position" is defined in Section D of this Article.

D. Maximum Duration

One calendar year.

E. Return to work

The employee's department must place the employee in the same or equivalent position. "Equivalent position" is defined in Section D of this Article.

SECTION D

REGULATIONS AND DEFINITIONS

30-23 OUTSIDE EMPLOYMENT

Employment outside the University while on a leave of absence is cause for termination of University employment unless the appropriate University Human Resources office approves the employment in advance, or the employment is for military service.

30-24 EQUIVALENT POSITION

To be considered equivalent, the position must have:

- An equivalent level of compensation, including any unconditional pay increases that occurred during the employee's absence;
- Same or substantially similar duties, working conditions, responsibilities, privileges, and status;
- The same or equivalent shift or work schedule; and
- The same or equivalent opportunity for discretionary and non-discretionary payments.

30-25 FAMILY MEMBER

A. Spouse: (same-sex or opposite-sex).

B. Other qualified adult.

C. Child, sibling, parent, grandchild, or grandparent of the employee, the employee's spouse or other qualified adult.

D. Other related individual whose care is the responsibility of the employee, the employee's spouse, or other qualified adult.

30-26 SERIOUS HEALTH CONDITION

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

A. Inpatient care in a hospital, hospice or residential medical care facility, or

B. Continuing treatment by a health care provider that includes one or more of the following:

- a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or related period of incapacity relating to the same condition;
- any period of incapacity due to pregnancy or for prenatal care;
- any period of incapacity or treatment due to a chronic serious health condition;
- a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

any period of absence due to multiple treatments (including any period of recovery from the treatments) for restorative surgery after an accident or other injury, or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

30-27 COVERED ACTIVE DUTY

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

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

30-28 QUALIFYING EXIGENCY

Qualifying exigencies include the following:

1. Short-notice deployment: Issues that arise from the fact that a military member is called to covered active duty with notice of seven calendar days or less prior to deployment. Absence can be for a period of seven calendar days beginning on the date a military member is notified of an impending call or order to covered active duty.

2. Military events and related activities: To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty, or to attend family support or assistance programs and informational briefings related to the call to covered active duty or call to covered active duty.

3. Childcare and school activities: To arrange for alternative childcare for a child, to provide childcare on an emergency basis, to enroll a child in school or to attend school meetings for the child where the absence is necessitated by the covered active duty or call to covered active duty.

4. Financial and legal arrangements: To make financial or legal arrangements to address the military member's absence for military duty or to act as the military member's representative for purposes of obtaining military service benefits. Absences can be taken to obtain military service benefits while the military member is away on covered active duty or within ninety days of termination of covered active duty.

5. Counseling: To attend counseling provided by someone other than a health care provider for the employee, military member, or a child of the military member, provided the need for counseling arises from the covered active duty or call to covered active duty.

6. Rest and recuperation: To spend time with a military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Absence is limited to five days for each military rest and recuperation visit.

7. Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the

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

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

30-29 COVERED SERVICEMEMBER

1. A member of the United States Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list for a serious injury or illness; or

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

30-30 SERIOUS INJURY OR ILLNESS (CARE OF A COVERED SERVICEMEMBER)

1. An injury or illness incurred by a covered servicemember in the line of duty while on active duty in the United States Armed Forces or existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the United States Armed Forces that causes the covered servicemember to be medically unfit to perform the duties of the covered servicemember's office, grade, rank or rating.

2. A qualifying injury or illness incurred by a veteran who was a member of the United States Armed Forces (including a member of the National Guard or Reserves) in the line of duty while on active duty in the United States Armed Forces or existed before the beginning of the veteran's active duty and was aggravated by the service in the line of duty on active duty in the United States Armed Forces and

manifested itself before or after the servicemember became a veteran.

Active duty: Military duty under a call or order to active duty.

Qualifying injury or illness (Veteran): Defined by the Secretary of Labor.

30-31 NEXT OF KIN (CARE OF A COVERED SERVICEMEMBER)

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

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

The servicemember may specifically designate another blood relative as their nearest blood relative. In this circumstance, only the designated next of kin may care for the covered servicemember under the FMLA.

30-32 EXCUSED TIME - WITHOUT PAY

An employee may not use Excused Time - Without Pay for more than fourteen (14) consecutive calendar days.

30-33 SICK TIME PAY

An employee placed on a medical leave of absence in association with Workers' Compensation coverage must use all available sick time prior to the start of the leave of absence.

30-34 VACATION

Vacation does not accrue while an employee is on a leave of absence.

30-35 LENGTH OF SERVICE

University Seniority, which is calculated from an employee's latest date of regular employment, continues to accrue during a leave of absence.

30-36 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 Resources office at least two weeks before the leave of absence expires.

30-37 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.

30-38 FAILING TO RETURN FROM A LEAVE OF ABSENCE

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

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

30-39 FALSE PRETENSES

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

ARTICLE 31

GROUP LIFE INSURANCE

31-1 During the term of this Agreement, the University Life Insurance Plan and the Optional Life Insurance Plan shall be provided by the University within the Benefits Program in the same manner and to the same extent as provided to University employees not represented by a union. The University Life Insurance Plan will provide $30,000 in coverage at no cost to the employee. The amount of life insurance coverage elected by an employee under the Optional Life Insurance Plan may range from $5,000 at the minimum to an amount equal to eight times the employee's salary to a maximum of $1,500,000.00. Salary is based on an employee's job rate for a normal forty (40) hour workweek, excluding overtime and other premiums.

31-2 The cost of the Optional Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. The employee will pay the full cost in the same manner and to the same extent as provided to University employees not represented by a union.

31-3 The Dependent Life Insurance Plan shall be as provided by the University within the Benefits Program in the same manner and to the same extent as provided to University employees not represented by a union. In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment.

31-4 No matter concerning the Life Insurance plans shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

(See Memorandum of Understanding – 7)

ARTICLE 32

HEALTH INSURANCE

SECTION A. GROUP HEALTH INSURANCE PLAN

32-1 The Group Health Insurance Plan provided by the University includes a medical and prescription drug plan, and shall be as provided by the University within the Benefits Program in the same manner and to the same extent as provided by the University for employees not represented by a union. Prior to the execution date of this Agreement the Union has had the opportunity to have explained the hospital, medical and prescription drug coverage available from the various organizations during the term of this Agreement and from which an employee can select coverage. In the event of any changes in the coverage from any of the organizations, the Union will be notified prior to the effective date of change.

32-2 In addition to the current health care programs offered by the University, the University will offer a Comprehensive Major Medical program with no employee cost at any coverage level. It is understood that to accomplish this, the offered program may change from time to time.

32-3 An employee may elect no health insurance, and certify to the University that they have coverage through another employer's plan. Newly hired, eligible employees who do not enroll in a health insurance plan within 30 calendar days of their date of hire will not be enrolled.

32-4 No matter concerning the Group Health Insurance Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

32-5 The Group Health Insurance Plan (medical and prescription drug) will contain a 4-tier rate structure consisting of:

I. One adult;
II. One adult plus any number of children;
III. One adult plus one adult dependent;
IV. One adult plus one adult dependent plus any number of children.

32-6 The University contribution toward employee health insurance will achieve an average aggregate contribution ratio of 70% contributed by the University and 30% contributed by employees. The aggregate contribution of 30 percent is inclusive of the cost of health care premiums, co-pays (for prescription drugs, office visits, emergency and urgent care visits, etc.) and deductibles. The University contribution for health insurance will be based on the two lowest-cost comprehensive plans and do so by weighting the premiums based on enrollment. Thereby any cost increases in a plan with low enrollment will not cause a greater increase than necessary for those in other health plans. The base premiums will be calculated on actual cost experience: Employee-only coverage, Employee plus adult dependent, Employee plus child(ren), Employee plus adult and child(ren); that results in a prioritized University contribution. The highest percentage University contribution will be made for employees, a higher percentage University contribution for child dependents, followed by a high percentage University contribution for adult dependents.

Effective January 1, 2016, the co-pay for office and urgent care visits will be $25.00, specialty physician visits will be $30.00, and emergency room visits will be $100.00. If the employee is admitted to the hospital, the co-pay for the emergency room visit is waived.

32-7 Employees working full-time (30 hours or more) will receive University contributions as follows:

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

32-8 The bands are based on quartiles, so the breakpoints from one band to the next will automatically adjust each year as salaries change. This calculation is made by the Benefits Office in accordance with recommendations made by the Committee on Sustainable Health Benefits (COSHB).

32-9 If the salary of the employee falls into Bands 1 or 2, the employee will receive a greater percentage of University contribution toward health care than those in the upper 50% of the pay spectrum. U-M contribution for eligible part-time employees working 20 to 29.9 hours will receive 80% of the contribution percentage applied to Band 1 full-time employees (80% times 93% of the single person University contribution).

32-10 The employee will be responsible for any additional premium cost above the base University contribution rate toward the employee's plan of choice.

32-11 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

SECTION B. GROUP DENTAL PLAN

32-12 The Group Dental Plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a union within the Benefits Program. Employees have a choice of three dental plan options. During the term of this Agreement, no less than the University of Michigan Dental Plan, Option I schedule of benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of change. The University contribution toward dental plan coverage will be provided in the same manner and to the same extent as provided to University employees not represented by a union.

32-13 No matter concerning the Group Dental Plan shall be subject to the Grievance and Arbitration Procedures,

except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

32-14 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for dental benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

(See Memorandum of Understanding - 7)

ARTICLE 32a

OTHER BENEFITS

32a-1 A Legal Plan and a Vision Plan shall be as provided under the Benefits Plan in the same manner and to the same extent as is provided for employees not represented by a Union. In the event of any changes in these benefits, the Union will be notified prior to the effective date of change. No matter concerning the above benefits will be subject to the Grievance and Arbitration Procedures; except for questions concerning compliance, with the specific provisions of this Article and whether or not the employees have coverage in accordance with terms of the Benefits Plan.

ARTICLE 33

TRAVEL ACCIDENT INSURANCE

33-1 The Travel Accident Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, without cost to an employee and consistent with the terms of the Plan, shall not be changed during the term of this Agreement:

1. The amount of the principal sum of insurance, for full-time employees shall be a minimum of $50,000, or ten (10) times hourly rate times 2080 whichever is greater,

not to exceed a maximum of $500,000, except as the amount may be reduced proportionately by a catastrophic accident.

2. The principal sum will be paid for loss of life, dismemberment or disability based on the Plan's policy and Schedule of Covered Losses, not to exceed a maximum of $500,000.

33-2 In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the Travel Accident Insurance Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article.

(See Memorandum of Understanding - 7)

ARTICLE 34

LONG TERM DISABILITY PLAN

34-1 The Basic Disability Plan is available for employees with a benefit eligibility date before August 1, 1986 and shall be as provided by the University according to the provisions of the Plan in the same manner and to the same extent as provided to University employees not represented by a union. Participants in the Basic Disability Plan may apply and obtain approval for Expanded Disability Plan enrollment with a health statement, subject to approval by the Disability Plan Claims Administrator. Once approval is granted in the Expanded Disability Plan, participants shall not be able to return to the Basic Disability Plan. The Basic Disability Plan may be amended, but not eliminated, by the University, except that the following, consistent with the terms of the plan, shall not be changed during the term of this Agreement:

1. The University will pay the entire cost for coverage for the Basic Disability Plan.

2. An eligible employee shall receive a disability income under the Basic Disability Plan which shall be 50% of the employee's monthly base income or $1,200.00 per month, whichever amount is less.

3. In the event that cash benefits are received from other sources as set forth in the Basic Disability Plan, the disability income set forth in 2 above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 75% of the employee's gross monthly base income, not to exceed $1,200.00 of disability income from the University, for the Basic Disability Plan.

4. 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 Basic Disability Plan Policy.

34-2 The Expanded Long Term Disability Plan shall be as provided by the University according to the provisions of the plan in the same manner and to the same extent as provided to University employees not represented by a union. Newly hired employees may elect to enroll in the Expanded Disability Plan within 30 days of their date of hire. Expanded Disability Plan enrollment after the 30 day new hire period is subject to a health statement approval by the Disability Plan Claims Administrator. The Expanded Long Term Disability Plan may be amended, but not eliminated, by the University, except the following, consistent with the terms of the plan, shall not be changed during the term of this Agreement.

There are two levels of Expanded Long Term Disability coverage. Coverage on an employee's full salary is available beginning on the employee's date of hire, or University-paid coverage up to $62,800 (adjusted annually) after two years of service.

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 $62,800 per year (adjusted annually).

3. Coverage on base income over $62,800 (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 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.

34-3 In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the Long Term Disability Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

(See Memorandum of Understanding – 7)

ARTICLE 35

RETIREMENT PLAN

35-1 The retirement program shall be as provided by the University. It is understood that the retirement plan may be amended, except that the following, consistent with the terms of the Teachers Insurance and Annuity Association (TIAA) retirement plan and Fidelity Investments retirement plan shall not be changed during the term of this Agreement.

Earnings eligible for University and employee contributions toward the retirement plan shall be determined by the employee's base salary, with additional forms of pay becoming ineligible. These include, although not limited to, overtime, salary supplement, payout of unused vacation or short-term sick at termination or retirement, annual vacation or short-term sick sell back, shift premium, lead person pay, lead paint abatement premium, tunnel premium, on call pay, call back pay, administrative differential, added duties differential, and longevity pay.

For employees hired and eligible or newly eligible to participate in the Basic Retirement Plan:

Prior to the employee completing 12 consecutive months of service, the employee may contribute an amount equal to five percent (5%) of eligible earnings each month, and the University will not contribute. After completing 12 consecutive months of service, the University will contribute an amount equal to ten percent (10%) of an employee's eligible earnings each month that the employee contributes five percent (5%) of eligible earnings.

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

Effective January 1, 2019, Michigan Medicine employees will be eligible for 5% employee and 10% University retirement contribution rates. These contribution rates will be reflected in the January 18, 2019 paycheck.

35-2 In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the retirement program shall be subject to the Grievance and Arbitration Procedures except for questions concerning the specific provisions of this Article.

35-3 Retirement Plan age and years of service requirements will be in the same manner and to the same extent as provided to University employees not represented by a union.

The University agrees to maintain the retiree eligibility age and service tables as outlined below for employees in the Union for the life of this Agreement. In the event the University amends the service tables, the amended provisions will not be applied to employees in classifications covered by this Agreement.

Retired On/After	Retirement Eligibility (Age + Years of Service)
January 1, 2019	79 Points
January 1, 2021	80 Points

Part-Time Employees:

Benefits eligible part-time employees working between 20 and 29.9 hours per week will earn 0.8 years of service for every full calendar year worked as a part-time employee.

35-4 The University will not implement changes to Standard Practice Guide 201.83 for employees in this bargaining unit prior to six (6) months from the date the University notifies the Union of the changes.

(See Memorandum of Understanding - 7)

ARTICLE 36

LONGEVITY PAY

SECTION A

ELIGIBILITY

36-1 An employee will be eligible for annual longevity pay in accordance with Section B of this Article if (1) they received pay as a University employee in the calendar year preceding the year of payment and (2) except as provided in Section D, they are an employee in the bargaining unit on October 1st in the year of payment. If any Trades employee has already received a longevity payment from another employee group in the year of payment for the

Trades longevity payment, they shall only be eligible for the longevity payment that is the largest amount. Any one employee is only eligible for one longevity payment per calendar year. The longevity payment that is the smaller amount shall be deducted from the employee's pay.

SECTION B

SCHEDULE OF PAYMENTS

36-2 Longevity pay shall be based on seniority as of October 1, in the year of payment and shall be computed as a percentage of Form W2 gross earnings (Long Term Disability payments are not W2 gross earnings), for the calendar year preceding the year of payment, but not to exceed:

~~$25,500 in 2018 gross earnings for the October 2019 payment~~
~~$26,000 in 2019 gross earnings for the October 2020 payment~~
~~$26,500 in 2020 gross earnings for the October 2021 payment~~
~~$27,000 in 2021 gross earnings for the October 2022 payment~~
$27,500 in 2022 gross earnings for the October 2023 payment
$28,000 in 2023 gross earnings for the October 2024 payment
$28,500 in 2024 gross earnings for the October 2025 payment
$29,000 in 2025 gross earnings for the October 2026 payment

In accordance with the following schedule:

Seniority	
6 or more, but less than 10 yrs.	2%
10 or more, but less than 14 yrs.	3%
14 or more, but less than 18 yrs.	4%
18 or more, but less than 22 yrs.	5%

22 or more, but less than 26 yrs.	6%
26 or more years	8%

SECTION C

PAYMENT DATE

36-3 Longevity pay to an eligible employee shall be paid no later than November 1st in the year of payment.

SECTION D

RETIREMENT OR DEATH

36-4 If an eligible employee retires or dies, the employee or a survivor, as the case may be, shall nevertheless be entitled to the longevity pay based on the employee's seniority at the time of retirement or death. Such longevity pay shall be prorated on the basis of completed calendar months of service from the preceding October 1st to the date of retirement or death.

ARTICLE 37

TUITION SUPPORT PROGRAM

37-1 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 38

CONTINUING EDUCATION

SECTION A

38-1 The Union and the University recognize that it is in the best interests of both parties that employees receive continuing education to acquire new knowledge or skills and to enhance existing skills and abilities related to their job assignments. Accordingly, at the request of the employee and with the approval of the employee's department head

(or equivalent level of supervision), an employee may attend appropriate seminars, course work or participate in other continuing education directly related to that employee's current or future job assignments. The seminars and course work may include, but are not limited to, training provided for by equipment manufacturers, education in work methods and materials, and education to improve work related knowledge and abilities. In the event that such education is required by the University, the University shall pay the cost of tuition, course fees and books required, except for and excluding any fees required for membership in any professional or trade organization or association. Employees who participate in such approved or required training shall not suffer a loss of time or pay. If such continuing education is required by the University and attendance outside of the employee's regularly scheduled working hours is required as a work assignment, the employee shall be paid for the actual hours of classroom attendance. In addition, employees who receive such training or education may be required to train or assist in the training of others.

ARTICLE 39

SAFETY

SECTION A

39-1 The University shall continue to provide for the safety of employees during the hours of their employment. In the event that an employee has a grievance concerning this provision the employee should use the Grievance Procedure as soon as possible. The University also will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union.

39-2 A Facilities & Operations Safety Committee, including Union and non-union representatives shall meet once a month for a regularly scheduled meeting to discuss safety and health issues, and develop and implement programs related to safety and health. Representatives of the Union not to exceed two (2), who have been designated as regular members of the Facilities & Operations Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending this meeting. In addition, at least once during each month,

each shop or suitable group of employees shall conduct a meeting to discuss safety issues.

39-3 Whenever an employee alleges that an unsafe condition exists on a work assignment to which they have been assigned, and the unsafe condition could cause serious physical harm or disabling illness or injury, the employee shall immediately contact their supervisor. If the supervisor agrees that an unsafe condition exists, the supervisor will reassign the employee to other work until the unsafe condition is corrected. If correction is not made by the supervisor, or if the supervisor is not certain of the seriousness of the condition, the supervisor will contact the department head (or equivalent level of supervision) who will, if facts and circumstances warrant, contact the Department of Environmental Health and Safety for investigation and determination of what action, if any, is necessary to correct the unsafe condition. Until the department head (or equivalent level of supervision) has reviewed the alleged unsafe condition, the employee will be reassigned to other work or, in the alternative, not be required to proceed with the work assignment. In the event that the department head (or equivalent level of supervision) disagrees with the employee's allegation and after explanation to the employee, the employee may immediately request the President who may immediately file a grievance at Step Two of the Grievance Procedure. Such a grievance hearing will be scheduled as promptly as reasonably practicable, but in no event later than the next workday. Should an investigation by the Department of Environmental Health and Safety be deemed necessary in accordance with the above procedure, the employee will not be required to proceed with the work assignment until such investigation and determination is completed.

SECTION B

39-4 An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as practicable. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to Michigan Medicine, if practicable, otherwise to another medical facility. The injured employee shall be paid at the employee's hourly rate of pay, plus shift premium, if applicable for the time lost from work, provided the employee returns to work and finishes out the employee's shift following treatment, unless on doctor's orders the

employee is told not to return to work, in which case the employee's pay shall cease on completion of treatment. In no event, however, shall the employee be paid for time beyond the quitting time of the employee's scheduled shift or for any overtime hours.

ARTICLE 40

DISCIPLINE

SECTION A

40-1 The University shall not discharge or take other disciplinary action for employees who have acquired classification seniority without just cause. Following the determination of just cause, such disciplinary action taken shall not be arbitrary nor shall it be excessive in relation to the offense.

SECTION B

40-2 In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.

SECTION C

40-3 When an employee is suspended and ordered to leave work for disciplinary reasons, the President, or in the President's absence, the Vice President, shall be notified by the University and, without loss of time or pay, the President or the Vice President will be afforded the opportunity to consult privately with the employee for a reasonable period of time at a place provided by the University before the employee leaves the University premises, however, if the immediate removal of the employee from University premises is necessary, such opportunity to consult need not be afforded. In such a case, by the end of the next business day (Monday – Friday), the University shall notify the President, or Vice President, of the incident.

40-4 In addition and thereafter the President or the Vice President may discuss the situation with other employees, one at a time, in possession of relevant facts.

40-5 In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, the suspension will be no longer than is necessary to gather sufficient facts to make a decision. If a disciplinary review conference is necessary it will be convened as soon as possible, and within fourteen (14) calendar days of the suspension.

SECTION D

40-6 The University shall convene a disciplinary review conference prior to discharging an employee to discuss the matter(s) of concern and give the Union and employee an opportunity to respond. The President, employee, employee's steward and supervisor(s), and a representative from University Human Resources will be at this conference. The employee and the employee's steward who may lose time from their regular work schedule shall not lose time or pay while attending this conference, unless the employee is suspended at the time of the conference.

40-7 The University shall give the President written notification of any disciplinary action taken which involves a disciplinary layoff, paper disciplinary layoff or discharge, including a copy of any written notification to the employee and letters of reprimand and disciplinary layoff, if any, involved in the decision, within five (5) calendar days after the action is taken.

(See Memorandum of Understanding-13)

SECTION E

40-8 A grievance which (1) concerns a disciplinary layoff, paper disciplinary layoff or discharge of a non-probationary employee, and (2) alleges that no just cause in fact existed, or that the disciplinary action was taken arbitrarily and/or was excessive, may be processed through the Grievance and Arbitration Procedures provided it is submitted in writing at Step 2 within the next fifteen (15) calendar days following the day of notification to the President of the disciplinary action. Failure to submit a written grievance within that time period shall constitute a waiver of all claims concerning such disciplinary layoff, paper disciplinary layoff or discharge.

40-9 If any grievance alleging a violation of this Article should be taken to Arbitration, the arbitrator's authority shall be limited to the fact question of whether there was just cause and as follows:

1. If the arbitrator finds there was just cause, the arbitrator may modify the disciplinary action taken only if it was

   A. taken arbitrarily and/or

   B. excessive; otherwise the arbitrator must affirm it.

2. If the arbitrator finds there was no just cause, the arbitrator shall nullify the disciplinary action taken.

ARTICLE 41

UNION AND UNIVERSITY REPRESENTATION

SECTION A

UNION REPRESENTATION

41-1 Following a request to meet with their steward, an employee will be provided the opportunity to meet with their steward no later than the end of the next mutual work day. A request for a steward shall be made to the employee's supervisor.

41-2 For the purpose of the grievance procedure, and where otherwise provided in this Agreement, employees shall be represented by the Union as follows:

1. There may be one (1) steward and one (1) alternate steward for each of the following facilities or geographic areas:

   A. Dearborn Campus;

   B. Flint Campus.

2. For Facilities and Operations, Ann Arbor, there may be one (1) steward and one (1) alternate steward for each combination of classifications as set forth in Appendix B.

3. For Michigan Medicine and Hospital Maintenance there may be one (1) steward and one (1) alternate steward for each combination of classifications as set forth in Appendix B.

4. For Student Life, Ann Arbor, there may be one (1) steward and one (1) alternate steward for each combination of classifications as set forth in Appendix B.

5. There may be one (1) President, who upon notice to the University of being elected will be placed on a full-time excused absence from work. The President will be paid for eighty (80) hours each bi-weekly pay period for 26 bi-weekly pay periods per annum. It is understood that such time paid is to participate in administration of the Agreement under Article 40, Discipline; Article 42, Grievance Procedure; Article 3, Conferences; and Article 23, Sick Time and otherwise to prepare for scheduled joint meetings with the University, arbitrations and other business of the Union which is directly related to the administration of this Agreement. It is further understood that the hours of pay referred to above shall be neither increased nor decreased during the term of this Agreement, even though hours spent in the foregoing activities are more or less than the hours for which paid. The University shall pay fringe benefit premiums to the same extent as a full-time employee while the President is on this full-time excused absence from work.

   When a new President is elected, there may be a transition period not to exceed two (2) calendar weeks when, at the written request of the new President, the previous President will be granted an excused absence without pay to assist with the new President's transition to office.

   The President shall be paid at the job rate of pay grade ten (10) and the President's vacation and short-term sick accruals will be frozen at the amount it was when they took office.

   In the event that the President ceases to perform the functions set forth in this paragraph due to personal illness or injury or other unforeseen circumstance (short term absences excepted), after University notice to the Union and reasonable opportunity to remedy the

situation, the pay shall cease until the situation is remedied.

6. The Vice President will be released from work with pay for ~~eight (8)~~ sixteen (16) hours per month to attend to business of the Union. Additional release time from work with pay may be granted if mutually agreed. The President will provide the University with at least five (5) work days notice of all release time requests. Shorter notice may be given in extraordinary circumstances if mutually agreed.

   The Vice President may also function as a steward or alternate steward, as the case may be, and as provided in subparagraphs 1-4 above.

41-3 Each steward, each alternate steward, the President and the Vice President shall be a non-probationary employee working in the facility they represent, except that one of the Plant Department Stewards may be designated to represent employees working in other Ann Arbor locations exclusive of those set forth in subparagraphs 1, 2, and 3 above. The President shall furnish the University with the names of the stewards, alternate stewards, the President and the Vice President and shall report promptly any changes to the University. The University shall not recognize any employee as steward, alternate steward, President or Vice President without this notification. The alternate steward shall only represent an aggrieved employee when the steward is absent from work. The Vice President shall only represent an employee when the President is absent from work.

41-4 When a steward has a grievance, the steward shall be represented by the President. When the President has a grievance, the President shall be represented by the Vice President.

SECTION B

UNIVERSITY REPRESENTATION

41-5 The University will be represented in the Grievance Procedure as follows:

1. The department head, or equivalent level of supervision, (or their designated representative) of the aggrieved employee and at the option of the

department head, the aggrieved employee's immediate supervisor and/or unit human resources representative.

2. University Human Resources representative.

41-6 The University shall furnish the President with a list of its department heads, or equivalent level of supervision, and University and unit human resources representatives and their contact information. Any changes in the list shall be reported promptly to the President in writing.

ARTICLE 42

GRIEVANCE PROCEDURE

SECTION A

EMPLOYEE GRIEVANCE

42-1 A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the University and any employee concerning (1) the employee's employment and (2) interpretation and application of the provisions of this Agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section D, except that the President, or the Vice President in the President's absence may submit a grievance on behalf of an aggrieved employee, beginning at Step Two of the Grievance Procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the aggrieved employee had knowledge of the facts giving rise to the employee's grievance and the aggrieved employee refused to process their grievance. Such a grievance by the President, or the Vice President in the President's absence in addition to the requirements of paragraph 42-20, must set forth the reasons the employee refuses to process their grievance.

SECTION B

GROUP GRIEVANCE

42-2 In the event that employees have a group grievance, it will be submitted by one employee or their steward or President on behalf of all names and similarly affected employees. A group grievance shall be only one in which

the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group.

SECTION C

UNION GRIEVANCE

42-3 A Union grievance is defined as a disagreement, other than one which can be processed under Section A or B above, arising under and during the term of this Agreement, between the University and the Union concerning the interpretation and application of the provisions of the Agreement on a question which is not an employee grievance.

42-4 In the event that the Union has a grievance, it shall begin at Step Two of the Grievance Procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the Union had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the President or the Vice President in the President's absence, on behalf of the Union.

SECTION D

PROCEDURE

42-5 The following Grievance Procedure shall be the sole and exclusive means for resolving grievances:

Step One - Oral Presentation

42-6 An aggrieved employee, promptly, but in no event later than fifteen (15) calendar days after the employee had knowledge of the facts giving rise to the employee's grievance, shall notify the employee's supervisor that they have a grievance.

42-7 Thereafter, no later than the end of the next working day the employee's supervisor or department head (or equivalent level of supervision) shall set a place and time during working hours, or at another time, if mutually convenient, for a conference to discuss the grievance with the aggrieved employee and the employee's steward who shall represent the employee in the conference.

42-8 The supervisor or department head (or equivalent level of supervision) shall make arrangements for the steward to be excused from work for the conference. Before the conference to discuss the grievance, the steward, at the steward's request, shall have the opportunity to discuss the grievance with the employee and with other employees in the steward's area of representation, one at a time, in possession of facts relevant to the grievance for a reasonable period of time at a place provided by the supervisor or department head (or equivalent level of supervision). In the event that employees not within the steward's area of representation are in possession of facts relevant to the grievance, the steward may request, and the supervisor or department head (or equivalent level of supervision) may grant, the opportunity to discuss the grievance with such employees for a reasonable period of time at a place provided by the supervisor or department head (or equivalent level of supervision).

Step Two - Written

42-9 If the aggrieved employee does not receive a satisfactory oral answer, or if the employee does not receive any answer at Step One within one (1) mutual working day following the day of the oral presentation, the President may reduce the grievance to writing and submit it to the University Review Committee for a written answer. The Step Two grievance must be submitted within the fifteen (15) calendar day period following the Step One presentation except the University Review Committee may extend the time limit for submission to Step Two, providing the extension is requested by the President before the time limit ends.

42-10 In reducing their grievance to writing, the employee shall request their supervisor to call the President. In such a case, the President shall be called during that shift or not later than the end of the employee's next shift and arrangements made for a place and time either during the shift, or at the end of the shift if mutually convenient, to reduce the grievance to writing.

42-11 The grievance shall set forth the name of the employee, department head, foreperson and steward; the employee’s UMID and job title; the date of the Step One grievance; the type of grievance; the facts, including dates and provisions of the Agreement that are alleged to have been violated; and the remedy desired.

42-12 The grievance shall not be considered submitted until the written grievance is received by University Human Resources at a place designated by the University. At the time the grievance is received it shall be dated, numbered and a copy returned to the President.

42-13 Upon receipt of the written grievance, the University shall set a place and time during working hours, or outside of working hours, if mutually convenient, within the next seven (7) calendar day period for a hearing of the grievance with the aggrieved employee, the President, the employee's steward, management representatives from the employee's department and a University Human Resources representative. The hearing shall be convened within 21 calendar days from the receipt of the written grievance, unless mutually agreed otherwise.

42-14 In such a case, the University shall make arrangements for the employee, and the employee's steward to be excused from work for the oral presentation. Before the hearing of the grievance, the President, at the President's request, shall have the opportunity to discuss the grievance with the employee and with other employees, one at a time, in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the University. However, if the President has used the opportunity provided in Section C of Article 40 prior to submitting the grievance, no additional discussion need be provided.

42-15 The written answer will be issued by a date mutually agreed to by the parties at the Step Two hearing, but, in any event, no later than thirty (30) calendar days following the date of the Step Two hearing. The answer shall be delivered to the Union on the date appearing on the Step Two answer.

SECTION E

INVESTIGATION BY NON-EMPLOYEE UNION OFFICIALS

42-16 Upon request to University Human Resources, two (2) non-employee officials of the Union who will represent an employee in the grievance or arbitration procedures may visit the University for the purpose of preparing the case for presentation.

42-17 During such a visit the representatives may view any area relevant to the grievance with the President and the aggrieved employee. A representative of the University, at its option, may accompany the parties. In addition, the representatives and the President may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the University and for a reasonable period of time.

42-18 During any such visit, the representatives shall not in any way interfere with the orderly and efficient operation of the University.

SECTION F

PAY, TIME LIMITS, AND ADJUSTMENT

42-19 An employee who loses time from their assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.

42-20 A steward, alternate steward, President, or Vice President will be granted a necessary and reasonable amount of time off from their assigned schedule of work, without loss of time or pay, while directly involved in the manner provided at the appropriate Step of the grievance procedure for the following activities:

1. reducing the grievance to writing,
2. discussion of grievance with the employee and other employees, or
3. hearings.

42-21 Such Union representatives and other employees shall receive permission from their immediate supervisor to leave their work, but must report back to their immediate supervisor when their part in the grievance handling has been completed.

42-22 If the aggrieved employee does not submit their grievance to Step Two of the grievance procedure within the prescribed time limit, the employee's grievance shall be considered settled on the basis of the University's answer at Step One, unless the University has extended the time limit for submission to Step Two as provided in Section D of this Article.

42-23 The President, the aggrieved employee, and the employee's steward, shall all receive a copy of all written answers.

SECTION G

LIABILITY

42-24 Except as otherwise specifically provided or limited, the University shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods:

1. The period between the first date offered for discussion of a grievance by the University at Step Two and the date when the Union is first available for discussion, when the first date offered by the University is delayed at the request of the employee or the Union, except if the Union is available prior to the first date offered by the University this provision shall not apply; and

2. The period between the first date the arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Union.

SECTION H

WITHDRAWAL OF A GRIEVANCE

42-25 A grievance which has been submitted may be withdrawn by the Union at any Step of the Grievance Procedure without prejudice to the position the Union may take in handling another grievance.

ARTICLE 43

ARBITRATION

SECTION A

SUBMISSION TO ARBITRATION

43-1 A grievance as defined in Article 42, and within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union within no later than thirty (30) calendar days, unless mutually agreed otherwise, after the date of the University's Step Two answer, or if the Union does not receive a Step Two answer within thirty (30) calendar days after the Step Two answer was due.

43-2 The Union will provide written notice of its arbitration submission to the University's Staff HR Services Office. The notice will include the following information:

- Grievance number and grievant name
- The issue of the grievance
- The provisions of the Agreement involved
- The name of the arbitrator to be assigned as referenced below

43-3 If no such arbitration submission notice is given to the University within the above referenced thirty (30) calendar days the grievance shall be considered settled.

43-4 Upon receipt of the Union's arbitration submission the parties may attempt to resolve the grievance prior to notifying the assigned arbitrator. If the parties are unable to resolve the grievance, the Union will notify the assigned arbitrator and the University's Office of the Vice President and General Counsel with sufficient information to identify the grievance, and initiate the scheduling process.

43-5 A notice to an arbitrator shall be for a single grievance, unless the parties mutually agree otherwise in writing, and shall be given to an arbitrator on a rotating basis and in sequential order based on the date on the written Step Two answer. Once an arbitrator is provided notice and the case does not go to hearing for any reason, the assigned arbitrator will go to the bottom of the rotation list just as if they had heard the case.

SECTION B

SELECTION OF ARBITRATORS

43-6 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.

Effective with the execution of this Agreement, the panel of arbitrators shall be as follows:

1. Barry Goldman
2. ~~**Mario Chiesa**~~
3. Paul Glendon
4. Doyle O'Connor
5. Mark Glazer
6. Patrick McDonald

SECTION C

TERMS AND CONDITIONS OF ARBITRATION

43-7 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

1. Upon receipt of the notice to the arbitrator as set forth in Section A., the parties shall schedule the matter with the arbitrator. To the extent practicable, the time of the hearing shall be as mutually agreed by all parties; however, in the event mutual agreement cannot be reached, the arbitrator shall schedule the hearing.

2. Any and all other correspondence or communication to or with an arbitrator, by either the Union or the University, unless done by telephone conference call with all parties present or initiated by the arbitrator, shall be in writing with copies of same being sent to the other party.

3. Adjournments of previously scheduled arbitrations at the request of either the Union or the University shall be only by mutual written agreement, except that the

arbitrator may order a new date at the request of either party for good cause and based on reasonable necessity.

4. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses and introduce evidence, subject to the authority of the arbitrator.

5. Upon the request of either the University or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator, with the University and the Union having an opportunity to purchase their own copy.

6. At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs, unless the parties and arbitrator agree to have the matter decided on the testimony and/or oral argument.

7. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Article 42 submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.

8. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses or provisions of this Agreement.

9. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments the employee may have received, during the employee's period of suspension from employment with the University.

10. The fees and expenses of the arbitrator, including the expense of a transcript, if any, shall be shared equally by the University and the Union, except that if the Union does not receive a written answer by the date mutually agreed to under paragraph 42-15, unless extended by mutual agreement of the parties, and the Union gives written notice for arbitration of the grievance as provided in Section A, the

University will pay the full fees and expenses of the arbitrator, but not the transcript, if the grievance is sustained by the arbitrator.

11. An employee who attends an arbitration hearing for the purpose of testifying during assigned working hours shall do so without loss of time or pay.

12. It is expected that the arbitrator shall render a written decision within 30 calendar days, or otherwise as soon as possible.

13. The arbitrator's decision when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union and the employee or employees involved.

ARTICLE 44

MISCELLANEOUS

44-1 A supervisor will not perform work assigned to employees in this bargaining unit, unless practical considerations call for the supervisor to perform such work, but it shall not be to the extent that an employee is displaced nor more than what the situation calls for.

44-2 No employee will be required to furnish their own tools or equipment.

44-3 No employee will be required to use their own vehicle to perform a work assignment or to furnish their own transportation from their assigned reporting location to or from another work location.

44-4 If any provisions of this Agreement shall be found to be contrary to Federal or State Law that portion only shall be null and void and such a determination shall not affect any other portion of this Agreement.

ARTICLE 45

WAIVER

45-1 The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 46

TERM OF AGREEMENT

46-1 This Agreement shall become effective on June 10, 2019 and shall remain in full force and effect until and including May 31, 2023, and thereafter from year to year, unless within the thirty (30) day period immediately preceding April 1, 2023 or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.

Executed this 14th day of June, 2019.

For the Regents of the University of Michigan	For the University of Michigan Skilled Trades Union
Jon Lund	*Clint Fink*
Jon Lund	Clint Fink
Darryl Betts	*Robert Melise*
Darryl Betts	Robert Melise
Steve Brabbs	*Rodney Polter*
Steve Brabbs	**Rodney Polter**
Marty Gibson	*Randy Takacs*
Marty Gibson	Randy Takacs
Ellen Grachek	*Keith O'Neil*
Ellen Grachek	**Keith O'Neil**
Brian Hall	*Jim Bogi*
Brian Hall	Jim Bogi
MichaelHoeflein	*Steve Koch*
Michael Hoeflein	Steve Koch
Mark Kwasny	*Don Paschal*
Mark Kwasny	Don Paschal
Leti Rastigue	
Leti Rastigue	

Electricians immediately move to new grade of T7A with adjusted scale to $46/hour.

High Voltage Electricians scale adjusts to $47.75/hour.

Elevator Mechanic (currently holding Class A license) remain T9A and scale adjusts to $56.00/hour.

Elevator Mechanic (currently holding Class B license) move to a new T9B scale.

All Wage new wage schedules are in separarte Document: skilled-trades-wage-schedules-2023-to-2027

Appendix A – Bonuses

Upon ratification of this contract, a one-time payment "ratification bonus" of $1500 (less applicable withholdings), will be paid to employees in active paid status as of June 6, 2023

A one-time payment "retention bonus" of $1000 (less applicable withholdings), will be paid to employees employed by the university on June 6, 2023 and remain employed by the University, with no break in service, on May 1, 2027.

PREMIUMS

SHIFT PREMIUM

A shift premium per hour worked shall be paid to any employee who starts work on or after 12 noon and before 8:00 p.m.

Effective 7/14/2019 this shift premium will be a rate equal to ~~**4.0%**~~ 5.0% of the T7 pay rate, and increases in this premium shall be as follows:

~~Effective 7/14/19 ($1.63 per hour)~~

~~Effective 7/12/20 ($1.68 per hour)~~

~~Effective 7/11/21 ($1.73 per hour)~~

~~Effective 7/10/22 ($1.78 per hour)~~

Effective 6/7/23 ($2.34 per hour)

Effective 6/9/24 ($2.43 per hour)

Effective 6/8/25 ($2.53 per hour)

Effective 6/7/26 ($2.63 per hour)

A shift premium per hour worked shall be paid to any employee who starts work on or after 8:00 p.m. and before 4:00 a.m.

Effective 7/14/2019 this shift premium will be a rate equal to ~~**5.0%**~~ 6.0% of the T7 pay rate, and increases in this premium shall occur as follows:

~~Effective 7/14/19 ($2.04 per hour)~~

~~Effective 7/12/20 ($2.10 per hour)~~

~~Effective 7/11/21 ($2.16 per hour)~~

~~Effective 7/10/22 ($2.23 per hour)~~

Effective 6/7/23 ($2.81 per hour) Effective 6/9/24 ($2.92 per hour) Effective 6/8/25 ($3.04 per hour) Effective 6/7/26 ($3.16 per hour)

An employee who works beyond the employee's scheduled hours shall continue to receive the shift premium, if any, determined by the employee's starting time, except if the employee works a full eight (8) hour shift, the employee shall be paid the shift premium for that shift or the shift premium for the employee's first eight (8) hours, whichever premium is greater.

LEAD PERSON PAY

An employee who, in addition to or as a substitution for the employee's normal duties and responsibilities, is specifically assigned by the employee's immediate supervisor the responsibility to assign and coordinate the work of not less than three (3) other employees working together as a crew and to see that the assignment runs smoothly and efficiently and to answer to the employee's immediate supervisor for progress or lack of progress and the quality of work being done shall be paid ~~$1.50~~ $3.50 per hour in addition to the employee's hourly rate during the period of the employee's assignment. Typically, assignments shall be made to run the day to day activities of employees assigned to one or more work sites. Duties include direction, manpower requests, material ordering, communication with other parts of the organization and customers, the collection and confirmation of time card data, and the reporting of job related problems to their supervisor. A lead person will have no authority to hire, discipline, discharge, or approve time off requests.

Nothing in this section shall be construed to mean that an employee must be assigned or accept this responsibility. Such assignments are solely within the discretion of the University. However, when consistent with the operating needs and work requirements of the University, such assignments will be offered to employees on a rotating basis to the extent practicable. A list of employees interested in the lead person role will be maintained in each departmental unit. Departmental expectations of a lead person will be documented for review by employees considering the role.

The University will provide the Union with notice of the start date of any assignment that will exceed five work days, and the end date of the assignment following the conclusion of the assignment. An assignment as lead person will not exceed ~~150~~ 200 calendar days without the consent of the Union.

LEAD-PAINT ABATEMENT PREMIUM

In the event that a Construction Laborer, Painter or Painter Incumbent, trained and qualified in lead paint abatement, is assigned to the removal and abatement of lead-based paint for four (4) or more hours in a workday, the employee will be paid at the Pay Grade 5 job rate for the entire workday.

TUNNEL PREMIUM

The Union and the University recognize and agree that the circumstances and working conditions of employees assigned to a regular and recurring schedule of work in the utility tunnels and other, mutually agreed areas, are distinct and unique from those of all other employees. Based on these considerations, employees whose normal schedule of work requires the performance of work in the utility tunnels for forty (40) hours or more in a bi-weekly pay period shall receive a premium of fifty cents ($.50) per hour for all hours worked.

Building tunnels that are eligible and not eligible for the tunnel premium are listed below.

ELIGIBLE	NOT ELIGIBLE
Cambridge House	Angell Hall
C.C. Little	Couzens Hall
Chemistry-section 48 only	Hill Auditorium
East Quad-crawl space only	Markley Hall
Hatcher Graduate Library	Mason Hall
Health Service	Michigan Union
Dental Building (Kellogg)	Pharmacy
Kraus Natural Science Building	Power Center
Law Quad	School of Education
Lorch Hall	High Voltage Manholes
Mosher-Jordan-crawl space only	
School of Public Health I	
Stockwell Hall-crawl space only	
Student Publications-crawl space only	
West Quad	

At the request of the Union, the parties will review this list for possible revisions due to new, reconstructed or demolished building tunnels, or existing areas not currently identified, and may add or delete locations by mutual agreement.

APPENDIX B

FACILITIES & OPERATIONS STEWARD STRUCTURE BY CLASSIFICATION COMBINATION

Heavy Equipment Operator
Heavy Equipment Operator-Underground
Specialist

Painter
Painter Incumbent
Sign Maker
Spray Painter
Glazier

Carpenter
Cabinet Maker

Mason
Materiel Expediter-Trades
Plasterer
Construction Laborer

Electrician-Maintenance Central Shops & Utilities
High Voltage Electrician
Central Power Plant Electrician

Electrician-Construction Services & Maintenance Regions
Fire Alarm Electrician
Industrial Electrician
Elevator Mechanic

Sheet Metal Worker*
Certified Welder
Industrial Machinist

Roofer

Plumber
Steamfitter
Plumber-Pipefitter
Steamfitter/Certified Welder
Pipecoverer
Sanitary & Storm Water Systems Specialist

HVAC-R Mechanic
Mechanical Systems and Field Service Specialist

HVAC Controls Specialist

All classifications where employees start times are after 12:00 noon and before 8:00 p.m.

All classifications where employees start times are after 8:00 p.m. and before 4:00 a.m.

MICHIGAN MEDICINE ~~AND HOSPITAL MAINTENANCE~~ STEWARD STRUCTURE BY CLASSIFICATION COMBINATION

Maintenance:

Carpenter

Mason
Construction Laborer
Plasterer

Electrician
Fire Alarm Electrician
Industrial Electrician

Plumber*
Steamfitter
Plumber-Pipefitter

HVAC-R Mechanic

Painter
Painter Incumbent
Sign Maker

Construction Services:

All Trades

Biomedical Engineering

Biomedical Engineering Technicians – Clinical Engineering

~~**Biomedical Engineering Technicians – Clinical**~~

~~**Engineering**~~

Biomedical Engineering Technicians – Non-Clinical Engineering
Orthopaedic Surgery
UMH Operating Rooms – University Hospital
UMH Cardiac Surgery VAD Program
UMH Radiology.

Biomedical Engineering Technicians – Eisenhower Corporate Park West
UMH Home Med Administration UMH
Wheelchair Seating Service

Other Shifts

All classifications where employees start times are after 12:00 noon and before 8:00 p.m.

All classifications where employees start times are after 8:00 p.m. and before 4:00 a.m.

STUDENT LIFE
STEWARD STRUCTURE BY
CLASSIFICATION COMBINATION

North Campus - all classifications
Central-Hill - all classifications.

INFORMATION TECHNOLOGY SERVICES
STEWARD STRUCTURE BY
CLASSIFICATION COMBINATION

Telecommunications Specialist

DEARBORN
STEWARD STRUCTURE BY
CLASSIFICATION COMBINATION

All classifications

FLINT
STEWARD STRUCTURE BY
CLASSIFICATION COMBINATION

All classifications

For all of the Steward Structure locations listed above, an Apprentice, for the purpose of representation, shall be considered a member of the classification for which they are an Apprentice.

*Change will take effect after the steward election held in the fall of 2019.

APPENDIX C

DEPARTMENTAL UNITS

1. Facilities & Operations Maintenance – Regions and Central Shops
2. Hospital Maintenance
3. Construction Services
4. Utilities
5. Clinical Engineering
6. Home Med Administration
7. Wheelchair Seating Service
8. Orthopaedic Surgery
9. UMH Operating Rooms
10. Cardiac Surgery VAD Program
11. Radiology
12. University Housing, Ann Arbor
13. Flint Campus
14. Dearborn Campus
15. Information and Technology Services (ITS)
16. University Unions
17. Athletics
18. Logistics, Transportation & Parking
19. Each other location

APPENDIX D

OVERTIME UNITS OF DISTRIBUTION

1. Facilities & Operations
   Central Power Plant
   Construction Services
   DDC/HVAC Controls
   Radio and Electronics Repair Shop
   Maintenance Central Shops
   Maintenance Regions
   Regions and Central Shop Sheetmetal Workers
   Regions and Central Shop Plumbers
   Regions and Central Shop Steamfitters
   HVAC-R Mechanics per Region
   Logistics, Transportation & Parking
   Hospital Maintenance
   Regions and Central Shop Electricians
   Tunnels Shop
   Primary Systems Shop
   Power & Lighting Shop

2. Michigan Medicine – Ann Arbor
   Clinical Engineering
   Home Med Administration
   Wheelchair Seating Service
   Orthopaedic Surgery
   UMH Operating Rooms
   Cardiac Surgery VAD Program
   Radiology

3. University Housing

4. University Unions

5. Flint Campus

6. Dearborn Campus

7. Information and Technology Services (ITS)

8. Athletics

APPENDIX E

APPRENTICE RATES

1. An employee who is an apprentice shall be paid at a percentage of the top rate as set forth below for the classification for which they are an apprentice. Providing satisfactory progress is achieved in their academic and on-the-job training, the apprentice shall progress from one step to the next per the applicable schedules below, except the final step to 100% for apprentices under the sixty (60) month step schedule below will be the completion of 8,000 hours, or sixty (60) months, depending on which apprenticeship educational curriculum program the apprentice is participating in, and depending on any licensing obtainment requirements that may be approved by the Joint Apprenticeship Committee for the apprentice's classification.

   In the event that an apprentice does not successfully complete any required course work, on-the-job training and/or licensing requirements, step increases, including the final increase, may be withheld until the deficiency is corrected. The apprentice is expected to make a good faith effort to correct any deficiency. If the final increase is withheld by the University, the employee will remain in the apprentice classification until the deficiency is corrected.

For a 48 Month Apprenticeship				
Start	18 month	30 months	42 months	48 months
65%	70%	75%	80%	100%

For a 60 Month Apprenticeship						
Start	18 month	30 months	42 months	48 months	54 months	60 months
65%	70%	75%	80%	85%	90%	100%

2. Time off without pay shall not be counted in progressing from one rate to the next in the wage schedule.

3. Any apprentice who, as part of an apprenticeship program established by the University, is assigned to participate in classroom training during the normal work schedule of the apprentice shall not suffer loss of time or pay as a result of such participation.

4. An apprentice who successfully completes the apprenticeship program will be classified as journeyperson. Upon successful completion of the apprenticeship, 2 years classification seniority will be given to employees in a 48 month apprenticeship program, and 2½ years to employees under a sixty (60) month step schedule apprenticeship program.

JOINT APPRENTICESHIP COMMITTEE

Guidance shall be provided to the University Apprenticeship Program by a Joint Apprenticeship Committee, which shall consist of four (4) persons representing the University and four (4) employees representing the Union. Other persons may attend the meetings of the Committee upon invitation by either party to provide information, technical assistance or educational expertise, but such persons shall have no official voice in the proceedings of the Committee. The Committee shall meet as it determines during normal working hours, but in no event less than quarterly, to discuss issues of mutual interest and concern regarding apprenticeship. Employees who are Committee members shall not suffer loss of time or pay for attending such meetings.

The Committee shall provide advice and recommendations on the establishment of selection criteria, qualifications for apprentices, selection of apprentices, instructional programs and schedules of necessary on-the-job work experiences, and shall review the progress of apprentices with regard to course work, on-the-job training, and/or licensing requirements.

This understanding shall not be construed as adding to or detracting from the provisions of Article 2 (Management Rights) of this Agreement; however, prior to a decision to remove or retain an apprentice, to extend training or to withhold a step increase, the Committee shall be consulted by the University and the Committee shall provide a recommendation on the appropriate action to be taken. In this regard, and recognizing that problems concerning the performance, attendance or misconduct of apprentices shall be referred to the Committee prior to decision, any disciplinary action taken against an apprentice, including discharge, shall not be subject to the provisions of Article 42 (Grievance Procedure) or Article 43 (Arbitration Procedure).

APPRENTICE TRAINING PROGRAMS
ELECTRICAL - LOCAL 252

By mutual agreement of the University and the Skilled Trades Board, there will be an alternative training program provided for Electrical Apprentices, whereby they shall receive the classroom portion of their training through the Electrical Apprentice Training Program run by the Ann Arbor Electrical Joint Apprenticeship & Training Committee, Local 252.

The apprentice(s) will attend class one full day (8 hours) every other week, on unpaid time. In order to accommodate this class training, the apprentice's supervisor will adjust their work schedule so that they may work eight, nine or ten hour workdays, or a combination of such workdays within a workweek. It is agreed that the apprentice(s) will not receive overtime for any adjusted work schedule unless they work more than ten hours in a day or forty hours in a workweek.

In recognition of the substantially higher cost of this Local 252 apprenticeship training, in comparison with training provided by the University for apprentices in other classifications, and to help ensure completion of the program and return on the University's investment in the education of the apprentices, the University will require the Electrical Apprentices to sign a promissory note in the amount of $5,000 at the beginning of each school year, acknowledging that the apprentice will be required to repay this amount to the University in the event they leave the apprenticeship program, whether voluntarily or not.

At the end of the five year apprenticeship, the apprentice will owe the University of Michigan a total of $25,000, which may be paid in cash or forgiven in $5,000 increments for each subsequent year of full-time employment with the University as a journeyperson. These payback provisions for leaving the Apprenticeship Program before completion, or for the journeyperson not fulfilling their employment obligation to the University are illustrated by the following schedule:

Apprentice Leaves Program:	Amount Owed to University:
During 1st year of apprenticeship	$ 5,000
During 2nd year of apprenticeship	$10,000
During 3rd year of apprenticeship	$15,000
During 4th year of apprenticeship	$20,000
During 5th year of apprenticeship	$25,000

Employee Leaves The University:	Amount Owed to University:
During 1st year as a journeyperson	$25,000
After one year as a journeyperson	$20,000
After two years as a journeyperson	$15,000
After three years as a journeyperson	$10,000
After four years as a journeyperson	$ 5,000
After five years as a journeyperson	$ 0

If the employee ends employment any time before the completion of five years of service as a journeyperson, the total amount owed to the University will become due immediately. If facts and circumstances such as layoff, serious illness or death indicate that repayment would cause a hardship, the Joint Apprenticeship Committee (JAC) may make a recommendation that the University defer or forgive all or a portion of the amount outstanding. It is recognized that the University will give due consideration to the recommendation of the JAC, but will retain final discretion in deciding whether or not to defer or forgive payment.

PLUMBING, PIPEFITTER, AND HVAC-R MECHANIC- LOCAL 190

By mutual agreement of the University and the Skilled Trades Union, there will be an alternative training program provided for Plumbing, Steamfitting, or HVAC-R Mechanic Apprentices, whereby they may receive the classroom portion of their training through the Plumbing, Pipefitting, and Air Conditioning and Refrigeration Mechanic Apprentice Training Programs run by the United Association Local 190 in their facility at Washtenaw Community College.

In recognition of the substantially higher cost of this Local 190 apprenticeship training, in comparison with training provided by the University for apprentices in other classifications, and to help ensure

completion of the program and return on the University's investment in the education of the apprentices, the University will require the Apprentices to sign a promissory note with $3,500 annual increments, acknowledging that the apprentice will be required to repay this amount to the University in the event they leave the apprenticeship program, whether voluntarily or not.

At the end of the five year apprenticeship, the apprentice will owe the University of Michigan a total of $17,500 which may be paid in cash or forgiven in $3,500 increments for each subsequent year of full-time employment with the University as a journeyperson. These payback provisions for leaving the Apprenticeship Program before completion, or for the journeyperson not fulfilling their employment obligation to the University are illustrated by the following schedule:

Apprentice Leaves Program:	Amount Owed to University:
During 1st year of apprenticeship	$ 3,500
During 2nd year of apprenticeship	$ 7,000
During 3rd year of apprenticeship	$10,500
During 4th year of apprenticeship	$14,000
During 5th year of apprenticeship	$17,500

Employee Leaves The University:	Amount Owed to University:
During 1st year as a journeyperson	$17,500
After one year as a journeyperson	$14,000
After two years as a journeyperson	$10,500
After three years as a journeyperson	$ 7,000
After four years as a journeyperson	$ 3,500
After five years as a journeyperson	$ 0

If the employee ends employment any time before the completion of five years of service as a journeyperson, the total amount owed to the University will become due immediately. If facts and circumstances such as layoff, serious illness or death indicate that repayment would cause a hardship, the Joint Apprenticeship Committee (JAC) may make a recommendation that the University defer or forgive all of a portion of the amount outstanding. It is recognized that the University will give due consideration to the recommendation of the JAC, but will retain final discretion in deciding whether or not to defer or forgive payment.

MEMORANDUM OF UNDERSTANDING - 1

LABOR – MANAGEMENT COMMITTEE

The Labor-Management Committee provides a forum for communication and joint problem solving to support both parties' commitment to deliver high quality and cost effective service to the University community while maintaining a fair, equitable, and high quality work environment for Skilled Trades employees. This Committee will be comprised of three representatives of the UMSTU Executive board, two representatives from Management, and one from University Human Resources.

The purpose of this Committee is to discuss, explore, and study problems referred to it by the parties to this Agreement. This Committee by mutual agreement shall be authorized to make recommendations on those problems. However this Committee shall have no authority to change, delete, or modify any of the terms of the collective bargaining agreement or waive the right to the grievance and arbitration process. It is recognized that recommendations coming out of these meetings are not binding or precedent setting. Committee discussions shall not be publicized except those recommendations that have been mutually agreed upon.

Meetings will be held as needed by mutual agreement, but no less than quarterly in a contract year. All meetings will be held during working hours of the Committee participants.

MEMORANDUM OF UNDERSTANDING - 2

OVERTIME

In the event that applicable state or federal laws or regulations relating to the provisions of Section E of Article 11 should change during the term of this Agreement to provide that such time off may be taken in another pay period than that in which the overtime was worked, the University and the Union agree that, not-withstanding the provisions of Section E of Article 11, such time off may be granted.

MEMORANDUM OF UNDERSTANDING - 3

VACATION RECORDING

During the term of this Agreement, and not- withstanding the provisions of Article 26, Section A, the Union agrees that the University may change the method of recording, calculating and reporting of hours of vacation time from a monthly to a bi-weekly basis, provided the annual vacation time accrued and payable to eligible employees is not reduced.

MEMORANDUM OF UNDERSTANDING - 4

PAINTER INCUMBENT/PAINTER

Except for the wage schedules in Appendix A, Painter Incumbent and Painter, will be considered as one classification in this Agreement.

MEMORANDUM OF UNDERSTANDING - 5

EXTRACURRICULAR COMMITTEES

It is understood and agreed that from time to time circumstances exist whereby employees are requested to serve on various extracurricular committees established by the University. Such assignments shall be voluntary. When a committee assignment which pertains to matters outside of an employee’s regular duties or usual work is to be made, volunteers will be requested.

It is further understood and agreed that committee assignments related to an employee's regular duties or usual work, or as that work may relate to the work of others, are not subject to this memorandum of understanding and are specifically excluded from the foregoing provisions.

MEMORANDUM OF UNDERSTANDING - 6

AUDIO & VIDEO RECORDINGS

Employee conversations with or statements to or from supervisors and department heads (or equivalent level of supervision) shall not be recorded for any purposes whatsoever without the mutual written consent of all parties present, obtained prior to any audio & video recording occurring. In the event such mutual consent is obtained, mutually satisfactory arrangements for each party present to obtain a complete and accurate copy of the audio & video recording of the conversation between the supervisor and employee must be agreed

upon prior to any audio & video recording occurring, otherwise the consent is void.

This Memorandum of Understanding does not apply to audio and video surveillance.

MEMORANDUM OF UNDERSTANDING - 7

BENEFITS

It is understood and agreed that the Group Life Insurance (Article 31), Group Health Insurance (Article 32), Group Dental Plan (Article 32), Travel Accident Insurance Plan (Article 33), Long Term Disability Plan (Article 34) and Retirement Plan (Article 35) are and will be as provided by the University. Notwithstanding the provisions of the above Articles of this Agreement, in the event that the University increases the level of University contribution for any of the above Plans for University employees not represented by a union the University will increase the contribution level for employees in this bargaining unit to the same extent and at the same time, in accordance with the terms of the Plan(s).

MEMORANDUM OF UNDERSTANDING - 8

FIRST AID TRAINING

The Union and the University recognize that it is in the best interests of both parties that employees receive first aid training both for their own protection and the protection of others. Accordingly, at the request of an employee and with the approval of the employee's department head (or equivalent level of supervision), an employee may attend basic or advanced first aid courses (including CPR) or other safety education directly related to the employee's job assignments. Such first aid or safety training will be provided by the University or, in the alternative, the University will pay the cost of tuition, course fees and books required for attendance approved in advance.

MEMORANDUM OF UNDERSTANDING - 9

PRESCRIPTION DRUG CO-PAYS

Effective January 1, 2016, the University shall provide and maintain the following schedule for prescription drug co-pays:

Date	Generic Tier 1	Brand Tier 2	Non-Preferred Tier 3
1/1/16	$10.00	$20.00	$45.00

Mail order 90-day supplies are provided for two (2) co-pays.

MEMORANDUM OF UNDERSTANDING - 10

SENIORITY GROUP MERGER

In acknowledgment of the maintenance services agreement between Plant Utilities and Maintenance Services (UMS) and the University of Michigan Health System (HHS), the parties agree to merge those employees in the Hospital seniority group who are now working in the Utilities and Maintenance Services Hospital Maintenance Group with the Plant seniority group.

If the Hospital Maintenance Service Level Agreement between the University of Michigan Health Systems - Michigan Medicine (MM) and the University of Michigan - Facilities & Operations, Hospital Maintenance terminates, the trades employees who are assigned to Hospital Maintenance will remain in their positions and will again be designated in the Michigan Medicine seniority group. Trades employees hired at MM after any termination of the Service Level Agreement will remain at MM and will be included in the Michigan Medicine seniority group.

MEMORANDUM OF UNDERSTANDING - 11

VACATION TIME ACCRUAL

During the term of the Agreement the accrual and recording of vacation time, per paragraph 26-6, may be changed from the beginning of the calendar month to the end of a calendar month. The Union will be notified six months prior to the effective date of such a change.

MEMORANDUM OF UNDERSTANDING - 12

HEALTH REIMBURSEMENT ACCOUNT (HRA)

The University established a Health Reimbursement Account (HRA) on January 1, 2006 for members of the Union. The University will continue to administer the HRA. Beginning in September 2011, the University will fund the HRA at the rate of $~~**25.00**~~ $45.00 per month, per employee. Employees must be enrolled in a group health insurance plan to receive HRA contributions.

The University will provide information on the rules regarding the use of the HRA consistent with IRS regulations.

MEMORANDUM OF UNDERSTANDING - 13

PAPER DISCIPLINARY LAYOFF

It is understood and agreed that "disciplinary action" referenced in Article 40 – Discipline – may include a written reprimand in lieu of a disciplinary layoff (paper DLO). A paper DLO will be clearly identified as such. It is further understood that a paper DLO would still be considered a disciplinary layoff for progressive discipline purposes, and would be subject to processing through the grievance procedure in the same manner as a disciplinary layoff.

A paper DLO appealed to arbitration would be held in abeyance at the Union's option, and without prejudice to the Union until such a time that the grievance is either heard at arbitration or withdrawn by the union.

When the University decides to impose a paper DLO, the President shall be notified and may reject the use of a paper DLO, in which case the paper DLO will revert to a disciplinary layoff. If the President allows the paper DLO, it will in no way prejudice the Union's position toward any grievance the Union may file on behalf of the disciplined employee. Additionally, the President will be afforded the opportunity to meet with the employee and fully explain the paper DLO.

MEMORANDUM OF UNDERSTANDING – 14

INACTIVE LANGUAGE/SEE ARTICLE 6

UNION SECURITY

SECTION A

During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty (30) calendar days after the execution date of this agreement or (2) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter shall tender to the Union, as a condition of continued employment in the bargaining unit, either periodic and uniformly required dues or, in the alternative, a service charge in an amount equivalent to periodic and uniformly required dues. Uniformly required dues or an equivalent service charge as used in this Article and in Article 7 shall mean that amount of uniform dues required by the affiliate of the Washtenaw County Skilled Building Trades Council for the classification in which the employee is classified.

SECTION B

No employee shall be terminated under Section A of this Article unless:

1. The Union first has notified the employee and the University with the following written letter:

Date_____

Dear_____

According to our records you are delinquent in not tendering either periodic and uniformly required dues or the service charge in an amount equivalent to periodic and uniformly required dues. The current amount of such delinquency is $_____ for the months of _____, 20__. Unless such dues or service charge is tendered within thirty (30) calendar days, you will be reported to the University for termination of your employment as provided in Article 6 of our collective bargaining Agreement. A copy of this letter has been sent to The University of Michigan.

Sincerely yours,

Secretary/Treasurer/President
University of Michigan Skilled Trades Union.

2. The Union has furnished the University with written proof that the procedure of Section B (1) of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Union must specify further, when requesting the University to terminate the employee, the following by written notice:

   "The Union certifies that _____
   has failed to tender either the periodic and uniformly required dues or service charge required as a condition of continued employment under the collective bargaining Agreement and that under the terms of the Agreement the University shall terminate the employee."

SECTION C

The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

SECTION D

The University will inform the President when any employee(s) represented by the Skilled Trades Union is scheduled for new employee orientation. During this new employee orientation the University will advise the new employee(s) of their obligation under Section A of this Article and that the employee's obligation under Section A is an express condition of employment. In addition, within five (5) working days after employment, the University shall provide the President, in writing, a confirmation of the University's Section A discussion with the new employee, including the employee's name, address, and telephone number. The President will also conduct a Union orientation with the new employee(s)for a reasonable period of time, within the new employee orientation schedule. Items such as the employee's obligations under Section A of this Article, and the Voluntary Authorization for Deduction of Dues or Service Charge form (which will be furnished by the President), will be discussed. The form will be returned to the President at the completion of the Union orientation.

Upon completion of the Union orientation, the President shall return the Voluntary Authorization for Deduction of Dues or Service Charge form to the duly designated University office.

SECTION E

Notwithstanding the specific provisions of Article 6, Union Security, the University and the Union agree that if the amount of the service fee is formally challenged by an employee who is not a member of the Union, the Union shall have the sole burden of establishing the legal validity of the fee. During the period of this formal challenge to determine the employee's pro rata share of the Union's cost of negotiating and administering the collective bargaining Agreement, the University shall not be obligated to terminate such employee's employment until the formal challenge has been resolved.

MEMORANDUM OF UNDERSTANDING – 15

VACATION TIME AS A REPLACEMENT FOR SEASON DAYS

Article 25, Christmas/New Year Season Days, does not apply to Michigan Medicine employees.

In place of season days, employees in Michigan Medicine shall have 32 hours of vacation time added to their vacation accruals in the pay period that includes December 1st. An employee on an unpaid leave of absence under Article 30, Leaves of Absence, or Layoff under Article 21, Layoff and Recall Procedures, on December 1st will not receive 32 hours of vacation time added to their vacation accrual.

Vacation accruals in accordance with this MOU will be made available for usage on the first bi-weekly pay date of December, each year (vacation accruals will be made available for usage on the first day of the pay period that includes December 1st)

The 32 hours of vacation time will be pro-rated based on an employee's appointment fraction.

Vacation usage shall be subject to the provisions of Article 26, Vacations.

MEMORANDUM OF UNDERSTANDING – 16

DRUG TESTING

UMHS Policy #04-06-036, “Drug-Free Workplace”, shall apply to all employees in Michigan Medicine, Hospital Maintenance, and High Voltage Electricians in the Primary Systems Shop.

UMHS Policy #04-06-037, “For Cause Drug Screening”, shall apply to all employees in Michigan Medicine, Hospital Maintenance, and High Voltage Electricians in the Primary Systems Shop.

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

Any employee that believes they may be impaired is encouraged to self-report to the Michigan Medicine Office of Counseling and Workplace Resilience or the Faculty and Staff Counseling and Consultation Office (FASCCO).

As a condition of any job movement to a position in Michigan Medicine or Hospital Maintenance, or the High Voltage Electrician classification in the Primary Systems Shop from outside the Michigan Medicine, Ann Arbor seniority group, an employee will be subject to, and must pass, the same drug test that is a pre-employment condition for all Michigan Medicine employees.

A material change to policy 04-06-036 or 04-06-037 shall be subject to negotiation.

MEMORANDUM OF UNDERSTANDING – 17

INFECTION CONTROL

UMHS Policy #04-06-030, "UMHS Mandatory Influenza Vaccination Policy", shall apply to all employees in Michigan Medicine, Hospital Maintenance, and High Voltage Electricians in the Primary Systems Shop.

UMHS Policy #04-06-002, "Infection Control Practice for Hospital Personnel: Prevention of Spread of Communicable Diseases" shall apply to all employees in Michigan Medicine, Hospital Maintenance, and High Voltage Electricians in the Primary Systems Shop.

As a condition of any job movement to a position in Michigan Medicine or Hospital Maintenance, or the High Voltage Electrician classification in the Primary Systems Shop from outside the Michigan Medicine, Ann Arbor seniority group, an employee must comply with the requirements of UMH Policy #04-06-002.

All employees in Michigan Medicine, Hospital Maintenance, and High Voltage Electricians in the Primary Systems Shop shall comply with the University's tuberculosis (TB) screening program.

A material change to policy 04-06-030 or 04-06-002 shall be subject to negotiation.

MEMORANDUM OF UNDERSTRANDING – 18

ANNUAL EVALUATIONS

Michigan Medicine employees may be evaluated ~~**Biomedical Engineering Technicians**~~ on an annual basis. The evaluation is intended to support the growth and improve the performance of employees, and shall not be used for disciplinary purposes. The employee's supervisor shall complete the annual evaluation, and the employee shall be given a copy. The evaluation will be maintained in the employee's personnel file.

MEMORANDUM OF UNDERSTRANDING – 19

MOVING AND RELOCATION EXPENSES

Moving and relocation expenses may be provided by the University according to the provisions of Standard Practice Guide (SPG) 201.68.

A material change to SPG 201.68 shall be subject to negotiation.

MEMORANDUM OF UNDERSTNDING – 20

REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR FELONY CONVICTIONS

Effective June 1, 2021, Standard Practice Guide 601.38, Required Disclosure of Felony Charges and/or Felony Convictions, shall apply to all employees.

Article 40, Discipline, shall apply to any disciplinary action resulting from an employee's disclosure of, or failure to disclose, a felony charge and/or conviction.

A material change to SPG 601.38 shall be subject to negotiation.

MEMORANDUM OF UNDERSTRANDING – 21

ASSIGNED LICENSE

Before an employee's license is signed over to become the license of record for the University, restricting the use of the license to the University, the employee, and Union and University representatives will meet to discuss additional compensation for the employee.

The University, at its sole discretion, will decide which employee(s) will be provided the opportunity to assign their license to the University. The University, with 30 calendar days written notice to the employee and Union, can end the assignment of an employee's license to the University at any time.

An employee is not obligated to assign their license, obtain a license for the purpose of assigning it to the University, or, once assigned, continue to assign their license to the University. The employee, with 30 calendar days written notice to the University and Union, can end the assignment of their license to the University at any time.

MEMORANDUM OF UNDERSTRANDING – 22

SENIORITY FOR CLINICAL ENGINNEERING DEPARTMENT

Article 16, Seniority Definitions and loss of seniority, due to the unique nature of advancement within positions in the Clinical Engineering Department, seniority for Biomedical Engineering Technician (BMET) I, Biomedical Engineering Technician (BMET) II, Biomedical Engineering Technician (BMET) III, and Diagnostic Imaging Specialist at Michigan Medicine is by department seniority, not classification seniority.

INDEX

Subject	Article	Para #	Page #
Annual Military Duty	22	1	48
Appendix A - Wage Schedules and Premiums			115-123
Appendix B - Steward Structure			124-126
Appendix C - Departmental Units			127
Appendix D - Overtime Units of Distribution			128
Appendix E – Apprentice Rates - Committee/Training			129-133
Apprentice Program			129-133
Arbitration	43	1-7	109-112
Benefits			
Dental Plan	32	12-14	87-88
Health Insurance	32	1-11	85-87
Health Reimbursement Account (HRA)			138
Life Insurance	31	1-4	84
Long Term Disability Plan (LTD)	34	1-3	89-91
Memorandum of Understanding #7			136
Other Benefits	32a	1	88
Prescription Drug Co-Pays			137
Retirement Plan	35	1-4	91-93
Travel Accident Insurance	33	1-2	88-89
Bulletin Boards	8	1-2	11-12
Call Back Pay	15	1-2	30
Christmas/New Year Season Days	25	1-7	60-62
Classifications and Wages	10	1-4	19-20
Continuing Education	38	1	95-96
Contract Vendor Labor	1	4	2
Definitions	1	2-6	2-3
Department Closure	26	12	65
Departmental Units			127
Dental Plan	32	12-14	87-88
Discipline	40	1-9	98-100, 138
Dues or Service Charge Checkoff	7	1-6	8-11
Employee Information	18	1-5	36-37
Family Care Time	23	11	51-52
Funeral/Memorial Service Leave Pay	27	1-2	66
Grievance Procedure	42	1-25	103-108
Health Insurance	32	1-11	85-87

Subject	Article	Para #	Page #
Health Reimbursement Account (HRA)			138
Holidays	24	1-7	58-60
Internal Position Change and External Job Posting Procedure	20	1-16	38-44
Jury and Witness Service	28	1-5	67
Layoff and Recall Procedures	21	1-5	44-48
Lead Paint Abatement Premium			122
Lead Person Pay			122
Leaves of Absence	30	1-39	68-83
Life Insurance	31	1-4	84
Long Term Disability Plan (LTD)	34	1-3	89-91
Longevity Pay	36	1-4	93-95
Management Rights	2	1-2	3-4
Meal and Rest Periods	9	9	17-18
Memorandums of Understanding			134-144
Annual Evaluations #18			143
Assigned License #21			144
Audio & Video Recordings #6			135
Benefits #7			136
Drug Testing #16			142
Extracurricular Committees #5			135
Felony Charges/Felony Convictions #20			144
First Aid Training #8			136
Health Reimbursement Account (HRA) #12			138
Inactive Language #14			139-141
Infection Control #17			143
Labor - Management Committee #1			134
Moving and Relocation Expenses #19			143
Overtime #2			134
Painter/Incumbent Roofer/Incumbent #4			135
Paper Disciplinary Layoff #13			138
Prescription Drug Co-Pays #9			137
Seniority Group Merger #10			137
Vacation as Replacement for Season Days #15			141
Vacation Recording #3			135
Vacation Time Accrual #11			137
Military Duty	22	1	48
Miscellaneous	44	1-4	113

Subject	Article	Para #	Page #
Non-Discrimination	5	1-5	6-7
On Call Pay	14	1-3	28-30
Overlap	12	1-4	27
Overtime	11	1-22	20-27, 134
Overtime Units of Distribution			128
Pay Shortage	10	2-3	19
Prescription Drug Co-Pays			137
Probationary Employees	19	1-3	37-38
Rates of Pay on Transfer	13	1-5	27-28
Recognition and Definitions	1	1-6	1-3
Rest Periods	9	9	17-18
Reinstatement	16	5	34
Retirement Plan	35	1-4	91-93
Return to Bargaining Unit	16	3	31-33
Safety	39	1-4	96-98
Season Days	25	1-7	60-62
Seniority Definitions & Loss of Seniority	16	1-8	30-35, 137
Seniority Groups	16	1	31
Seniority List	17	1	35
Shift Premium			121
Sick Time	23	1-30	48-58
Attendance Incentive		28-29	57-58
Determination of Sick Time Pay		19	55
Eligibility		1	48-49
Extended Sick Time		12-17	52-55
Workers' Compensation		13, 17	53, 55
Follow-up Care		30	58
Management		22	56
Notice and Proof of Disability		20-21	55-56
Part-Time Employee		18	55
Physician's Statements/General Conditions		23-27	57
Short-Term Sick		2-11	50-52
Annual Renewal		3	50
Family Care Time		11	51-52
New Hires and Transfers		4	50
Retirement (Payment)		9	51
Scheduled Medical & Dental Care Appts.		10	51
Sell Back and Maximum Accrual		6-8	50-51
Use of Vacation		5	50

Subject	Article	Para #	Page #
Special Conferences	3	1	4
Steward Structure			124-126
Temporary Help (Employees)	1	3	2
Term of Agreement	46	1	114
Travel Accident Insurance	33	1-2	88-89
Tuition Support Program	37	1	95
Tunnel Premium			123
Union and University Representation	41	1-6	100-103
Union Security	6	1-6	7-8
Vacations	26	1-14	62-66
Accrual		1-7	62-64
Department Closure		12	65
Eligibility		8	64
Pay for Accrued Vacation Time		10-11	64
Pay in Lieu of Vacation Time		9	64
Scheduling		12-14	65-66
Wage Schedules			115-120
Waiver	45	1	113
Wash-Up Time	9	10	18-19
Work Schedules and Transfers	9	1-8	12-17
Working Off Site	9	11	19

All Wage new wage schedules are in separarte Document: skilled-trades-wage-schedules-2023-to-2027