

Collective Bargaining Agreement

between

**The Regents of the
University of Michigan**

and

AFSCME Local 1583

**Affiliated with Council #25 of the
American Federation of State, County
& Municipal Employees, AFL-CIO**

Contract Extension

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Table of Contents

Article	Description	Page
1	Recognition and Definitions	1
2	Management Rights	3
3	No-Interference and No-Lockout Guarantee	3
4	Non-Discrimination	4
5	Union Security	5
6	Initiation/Processing Fee/Dues or Service Charge Checkoff	6
7	Bulletin Boards	8
8	Work Schedules	9
9	Classification and Wages	13
10	Overtime	14
11	Shift Premium	20
12	Call Back Pay	21
13	Reporting Pay	21
14	On-Call Pay	22
15	Working out of Class & Rates of Pay on Transfer	22
16	Seniority Definition and Loss of Seniority	23
17	Employee and Address Lists	26
18	Probationary Employees	27
19	Reduction of the Working Force and Recall Procedures	28
20	Promotions and Other Transfers	32
21	Return to Unit	40
22	Holidays	41
23	Season Days	43
24	Personal Discretion Time	45
25	Paid Time Off	46
26	Funeral Leave Pay	56
27	Jury and Witness Service	57
28	Annual Military Duty	58
29	Leaves of Absence	58
30	Group Life Insurance	79
31	Health Insurance	79
31a	Group Dental Insurance Plan	80
31b	Other Benefit Plans	81
32	Travel Accident Insurance	81
33	Disability Plan	82
34	Retirement Plan	82
35	Longevity Pay	83
36	Tuition Support Program	85
37	Health and Safety	86
38	Discipline	88

Article	Description	Page
39	Grievance Procedure	94
40	Arbitration	102
41	Special Conference	105
41a	Lead Person Pay	106
42	Bargaining Unit Work	106
43	Waiver	109
44	Term of Agreement	110
	Appendix A: Wage Schedules	111
	Appendix B: Classification Titles and Pay Grades	118
	Appendix C: Steward Classification Grouping	128
	Appendix E: Classification Series	138
	Appendix F: Problem-Solving Grievance Flowchart	144
	Appendix G: EWOC Tracker	145
	Appendix H: Bulletin Board Locations	146
	Appendix I: Computing Sites	149
	Appendix J: Laptime	154
	Appendix K: Units of Distribution	156
	Appendix L: PDT Time Tracker	161
	Memorandums of Understanding:	
	1 - Miscellaneous	162
	2 - Uniform/Tools	162
	3 - Work Rules	163
	4 - Chairperson of the Bargaining Committee-Pay	163
	5 - Special Individual Rates	164
	6 - Union Orientation	165
	7 - Pre-Arbitration Grievance Investigations	165
	8 - Chief Steward Pilot Program	166
	9 - Safety Shoes	167
	10 - Alleged Misclassification of an Employee	167
	11 - Technological Change	168
	12 - Child Care	168
	13 - Health Insurance	168
	14 - Work Schedule Option and Overtime Pay	169
	15 - Hospitals and Health Centers Training Initiative	169
	16 - President's Pay	170
	17 - Arbitration Back Log/Expedited Arbitration (XARB)	171
	18 - One-Time Lump Sum Payments	172
	19 - Labor/Management Committee	172
	20 - Training	174
	21 - Classification Review Project	175

Memorandums of Understanding:	Page
22 - Home Health Aide Longevity Calculation	176
23 - OT Ambulance Communication Specialist	176
24 - Clothing Allowance	177
25 - Posting Custodian I Job Openings	178
26 - Mandatory Influenza Vaccination Policy	179
27 - Contingent Status	181
28 - District Steward Pilot Program	181
29 - Drug Testing	183
30 - Prevention of Spread of Communicable Diseases (TDAP)	185
31- Felony charges and/or Felony Convictions	187
Letter of Agreement:	
Selling Back Unused Paid Time off (PTO)	188

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 May 3, 1968, in case No. R67 I-308, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the following described bargaining unit:
- 1-2 All service-maintenance employees at all facilities of The University of Michigan, excluding temporary employees, student employees, professional employees, teaching faculty, research staff, clerical employees, security officers, traffic enforcement officers, barbers, technical employees, supervisors, administrative staff and all employees in Unit A and Unit B found to be appropriate in Michigan Labor Mediation Board Case Number R65 H-25 and R65 H-28, decided September 27, 1967.

SECTION B. DEFINITIONS

- 1-3 The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.
- 1-4 The term "temporary employee" shall mean any individual, or individuals, whose employment is fixed at the time of employment; i.e., 89 calendar days with an intervening 28 calendar day break. Appointment should not be offered to any one temporary employee more than twice within a department within a 12 month period, or extended without the consent of the Union.
- 1-5 Temporary employment is for the purpose of meeting staffing shortages and short-term projects, or is irregular and casual in nature. A temporary employee may be used to fill in for an employee using PTO time or on an approved leave of absence for the duration of the absence, not to exceed one (1) year. The University shall provide monthly notification to the Union of all temporary employees who are being used to replace employees on either PTO time or on approved leave

of absence, which will include the names of the temporary employees, start date, duration, name of person being replaced and the reason for the replacement. In the event, this period of temporary employment exceeds the limit, without consent of the Union, the employee will also be provided PTO accruals as provided in Article 24 and Article 25 from the date that they began that continuous period of temporary employment.

- 1-6 When a "temporary employee" is replacing an employee using PTO time or an approved leave of absence, the use of such a "temporary employee" shall not exceed the duration of the absence of the employee replaced, and in no event shall it exceed one (1) year.
- 1-7 Except as specifically provided for in reference paragraph 1-4 above, no "temporary employee" who has been employed for up to 89 days, shall be employed for consecutive terms of employment in the same department or subdivision of a department without an intervening break of at least 28 days between such consecutive terms of employment.
- 1-8 The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 1-9 The term "part-time employee" shall mean any employee whose normal schedule of work is less than forty (40) hours per calendar week.
- 1-10 The term "student employee" shall mean any individual, or individuals, (1) enrolled in the University of Michigan and whose normal schedule of work is less than thirty (30) hours per calendar week or (2) pursuing a University educational program for which services related to that educational program are rendered.
- 1-11 It is understood that such an individual's status as a "student employee" will not be affected, though not enrolled, when working on a full-time basis during the following periods:
 - a. between consecutive terms;
 - b. during the Spring-Summer term (May-August).

ARTICLE 2
MANAGEMENT RIGHTS

- 2-1 All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to: 1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and Human Resources by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; 2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; 3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; 4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; 5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 3
NO-INTERFERENCE AND
NO-LOCKOUT GUARANTEE

SECTION A. NO-INTERFERENCE

- 3-1 The Union, and its officials, will not cause, support, condone, or take part in any interference with the operations of the University, nor will any employee or employees cause, support, or take part in any interference with the operations of the University during the term of this Agreement.

SECTION B. NO-LOCKOUT

- 3-2 The University shall not conduct a lock-out of its employees during the term of this Agreement.

ARTICLE 4
NON-DISCRIMINATION

SECTION A.

- 4-1 The University and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, national origin, age, sex, marital status, handicap, sexual orientation, Vietnam era veteran status or HIV antibody status.
- 4-2 Nothing in this agreement shall be construed to prevent the University from making reasonable accommodations for individuals with disabilities as required by State and Federal laws.
- 4-3 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

SECTION B.

- 4-4 The University, in accordance with Michigan Public Act 379 of 1965, and as it may be amended from time to time, will not aid, promote, or finance any labor organization for the purpose of undermining the Union.

SECTION C.

- 4-5 The University shall not discriminate against, intimidate, restrain or coerce any employee because of or with respect to their lawful union activity or their membership or non-membership in the Union.

ARTICLE 5
UNION SECURITY

SECTION A. UNION DUES OR SERVICE CHARGE

- 5-1 During the life of this Agreement and to the extent the laws of the State of Michigan permit:
- 5-2 Every individual who becomes an employee after the execution date of this Agreement and in the month following thirty (30) calendar days employment in the bargaining unit, may tender to the Union either the uniformly established initiation fee, or in the alternative, an amount equivalent to the uniformly established initiation fee as a processing fee.
- 5-3 Every employee, beginning with the month following thirty (30) calendar days employment in the bargaining unit, and every month thereafter, may tender to the Union either uniformly established Union dues, or in the alternative, an amount equivalent to uniformly established service charge.

SECTION B.

- 5-4 The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article.
- 5-5 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 notice, certification or authorization furnished under this Article.

ARTICLE 6

**INITIATION FEE OR PROCESSING FEE
DUES OR SERVICE CHARGE CHECKOFF**

6-1 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 an initiation fee or processing fee and current and periodic Union dues or service charge based upon a uniform dues and initiation fee schedule from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

6-2 **VOLUNTARY AUTHORIZATION FOR DEDUCTION OF INITIATION FEE OR PROCESSING FEE AND UNION DUES OR SERVICE CHARGE**

Local 1583, AFSCME

Name _____
(print)

Department _____

6-3 I authorize the University to deduct from wages earned or to be earned by me the initial Initiation Fee __ or Processing Fee and Union Dues ___ or Service Charge __ (check one) as certified to the University by the Secretary of the Union, and to remit the same to the Union at such time and in such manner as may be agreed upon between the University and the Union.

6-4 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.

(Signature of Employee)

(Address of Employee)

Date of Signing

Date Delivered to University

- 6-5 The following certification form shall be used by the Union when certifying initiation fee or processing fee and membership dues or service charge:

CERTIFICATION OF SECRETARY OF UNION

- 6-6 I certify that the membership dues or service charge for employees in the bargaining unit is \$_____ per _____ and that the initiation fee or processing fee is \$_____.

Date _____ Signature _____
Secretary of Union

Date of Delivery to University _____

- 6-7 Payroll deductions shall be made only from the pay due employees for each bi-weekly pay period; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge" and (2) the amount of the initiation fee or processing fee and membership dues or service charge certified by the 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 day of a bi-weekly pay period. Changes in the amount of the initiation fee or processing fee and 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 day of a bi-weekly pay period before the change will become effective.

- 6-8 An employee may revoke their "Voluntary Authorization for Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge" at any time by written notification to the University on a form provided by the University. Payroll deductions shall terminate when a revocation has been delivered to the University Payroll Office at least thirty (30) calendar days prior to the last payday of the calendar month.
- 6-9 All sums deducted by the University shall be remitted to the 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. The University will also notify the Union of the name of each employee who revokes their "Voluntary Authorization For Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge."
- 6-10 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 7

BULLETIN BOARDS

- 7-1 The University shall provide the Union with space on not less than fifty (50) glass enclosed, lockable bulletin boards, unless the parties mutually agree to a different number. The University will re-key all of the boards with single key, standardized locks and the Union will be furnished with six (6) keys and a list of locations. The location of any board which is to be changed shall be by mutual agreement of the parties. The Union's exclusive space on these boards shall be thirty-six (36) inches by forty-two (42) inches which shall be for the purpose of posting union notices.
- 7-2 Additionally, the University will create an "All-AFSCME" group email list that can be used to communicate with its members.

The Union will co-own this group list with the University. However, the Union will be the sole author of information placed on the site and disseminated to its members.

7-3 Any material posted must be authorized by the Union and designated as an official Union publication. Such notices may be posted by the day shift steward, or the alternate steward if the steward is absent from work in their district. If a vacancy occurs in both the steward and alternate steward appointments in a steward district, the Bargaining Chairperson may designate an employee from the district of the vacancy to post the notices after informing the University Human Resources/Affirmative Action Office. Although not limited to the following notices, they shall be of that type:

1. Recreational and social events of the Union;
2. Union meetings;
3. Union elections, appointments;
4. Results of Union elections;
5. General communication relevant to the Union's role as a collective bargaining agent.

7-4 It is understood that such notices shall not be derogatory or inflammatory.

7-5 In the event a dispute arises concerning the appropriateness of material posted, the Chairperson of the Bargaining Committee will be advised by the University Human Resources/Affirmative Action Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved. Bulletin boards are located in accordance with the attached listing.

ARTICLE 8

WORK SCHEDULES

SECTION A. SCHEDULE OF WORK

8-1 Each full-time employee, unless specifically designated as having a special schedule, shall have a regular schedule of work which shall consist of the following:

8-2 Five (5) consecutive work days of eight (8) hours each, excluding the lunch period provided in Section B., if non-paid, followed by two (2) consecutive days off; and

- 8-3 Starting times which do not vary from earliest to latest, by more than four (4) hours. The first work day of a regular schedule of work may begin on any calendar day.
- 8-4 "Special Schedule" means a schedule of work other than a regular schedule of work for which no notice of assignment for an entire calendar week need be given. OT is only to be paid for all hours worked over 40 in a week, versus 8 hours in a day. This Section shall not be construed as and is not a guarantee of any hours of work per day or calendar week.

SECTION B. LUNCH PERIODS

- 8-5 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) consecutive minutes or more shall be non-paid. Paid lunch periods shall not exceed twenty (20) minutes. If an employee has already started their non-paid lunch period as scheduled for a work day and they are directed to, and does, return to work before the end of thirty (30) consecutive minutes, the employee shall be paid for the time not worked prior to returning to work. Thereafter, the non-paid lunch period need not be rescheduled.

SECTION C.

- 8-6 A full-time employee's assignment to a regular schedule of work will reoccur from calendar week to calendar week, while such a schedule exists and within the starting time variation permitted by Section A. for a minimum of twelve (12) calendar weeks. Such an employee will be given four (4) calendar days notice of their assigned schedule of work for the entire calendar week.
- 8-7 Changes in such an employee's assigned regular schedule of work will not be made from one calendar week to the next, except for employee absences and variations in the regular amount of work which were known prior to the required four (4) days notice of their assigned schedule.
- 8-8 In the event that the regular schedule of work of an employee is changed to a different shift, notice of the change of regular work schedule and shift shall be given to the employee as soon as practicable but not less than ten (10) calendar days before the work schedule and shift change is to be effective.

- 8-9 In the event that an employee will be assigned to a special schedule, as defined in SECTION A, notice of the change will be given to the employee(s) as soon as practicable but not less than 10 calendar days before the work schedule change. A special schedule assignment will be for a minimum of 12 weeks. The Union will be notified of the special schedule assignment, and expected duration, if known. Assignment to a special schedule will be offered in the same department, or sub division of a department such as a building, a separate geographic location or patient care unit to the employees in the classification with the greatest University seniority. Thereafter, assignment to the special schedule is made by assigning the employee with the least seniority in the classification to the special schedule. Such an employee may opt for alternate placement limited to the language in paragraphs 19-3 through 19-7, conditioned on ability to perform the work. Ability to perform the work means present skills, basic knowledge and physical fitness, within the knowledge of the University from its records or as otherwise made known to the University, to competently perform the full range of duties of the position in question. If not placed by paragraph 19-7 that employee will be assigned to the special schedule in the affected department conditioned on the ability to perform the work.
- 8-10 Changes in such an employee's assigned regular schedule of work will not be made during the calendar week, except for employee absences and unforeseen variations in the regular amount of work.
- 8-11 If a change in an assigned regular schedule of work is made as provided by this Section, the employee with the least seniority who is assigned to the same classification and shift in the same department, or subdivision of a department such as a building, a separate geographic location or patient care unit, will be changed, but not more than two (2) consecutive times, providing the change would not adversely affect the operation of the University. If, however, an employee with more seniority requests the change, that employee will be changed.
- 8-12 If there are further changes, this procedure will be followed in reverse order of seniority until all employees have been changed. Thereafter, if necessary the procedure will be repeated.

- 8-13 In any case, a change in such an employee's assigned regular schedule of work will not be considered a violation of this Article when it results from the application of any other provisions of this Agreement or to maintain full-time employment.
- 8-14 Notwithstanding the minimum twelve (12) calendar week provision provided by this Section, the University may rotate the shifts and days off of full-time employees within a unit of distribution, but not more often than once every twelve (12) calendar weeks.
- 8-15 Notwithstanding the schedule changes permitted by this Section, no chief steward, steward nor alternate steward shall be subject to such changes, as long as their assigned regular schedule of work continues to exist. If another schedule of work for the same classification in their area of representation exists and starts within two (2) hours of their assigned regular schedule of work, they shall be assigned to that schedule, replacing the employee with the least seniority whose work they have the ability to perform. The replaced employee shall then have their schedule changed.
- 8-16 Notwithstanding the provisions of Section A. of this Article, an employee's regularly assigned five (5) consecutive work days need not be followed by two (2) days off as a result of a regular schedule of work change as provided by this Section.
- 8-17 Notwithstanding any provisions of the Agreement to the contrary, an employee may be assigned to any regular schedule of work for the purposes of job orientation or a training program. It is understood that as soon as the orientation or training program is completed, the employee will be assigned to a schedule to which their seniority entitles them.

SECTION D.

- 8-18 There shall be a rest period which shall be taken at a time and place and in a manner which does not interfere with the efficiency of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late

arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

SECTION E.

- 8-19 An employee who needs time to wash because of the nature and conditions of their job, will be excused by their supervisor to use necessary time, not to exceed ten (10) minutes, to wash before the end of their working period.

ARTICLE 9

CLASSIFICATIONS AND WAGES

SECTION A. WAGE SCHEDULE

- 9-1 Wages shall be paid in accordance with the wage schedules as set forth in Appendix A.
- 9-2 If there is a pay shortage in an employee's check of four (4) hours or more, at the request of the employee the correct payment will be made no later than the end of the University's Payroll department's first working day following the day the employee's immediate supervisor is notified of the shortage. Pay shortages for less than four (4) hours will be corrected and paid on the next regular payday.
- 9-3 It is recognized between the parties that due to early payroll cutoffs over the Christmas/New Year Holidays, the University may not be able to comply with the above pay shortage timelines. If this occurs, the University will notify the Bargaining Chair and seek their input on a notification to supervisors and employees of the delay, including the date by which the pay shortage is expected to be paid.

SECTION B. NEW OR CHANGED CLASSIFICATIONS

- 9-4 In the event a new classification is established or an existing classification is changed, the University shall assign it to an existing pay grade in the wage schedule on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications which have a job content sufficiently similar or dissimilar in nature to provide a practical comparison.

SECTION C. PROCEDURE FOR ASSIGNMENT OF A NEW OR CHANGED CLASSIFICATION TO A PAY GRADE IN THE WAGE SCHEDULE

- 9-5 The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in Section B.
- 9-6 The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- 9-7 Upon receipt of the University's description, the Bargaining Chairperson, or their designated representative, and not more than two (2) others from Council 25 and the International Union, with a representative of the University shall be afforded an opportunity to meet to discuss the new or changed classification and the assignment to a pay grade.
- 9-8 If there is a disagreement with the assignment to a pay grade, a grievance concerning compliance with Section B. of the Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step Two of the Grievance Procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the Arbitration Procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether assignment to a pay grade has been made in accordance with Section B. of this Article.

ARTICLE 10

OVERTIME

SECTION A. OVERTIME PREMIUM

- 10-1 An overtime premium of one and one-half times the employee's hourly rate and shift premium or special premium, if applicable, will be paid for time paid as follows:
1. In excess of an employee's regular schedule of work of not less than eight (8) hours in a day;

2. In excess of forty (40) hours in a calendar week;
3. During scheduled time off for a full-time employee on a regular schedule of work who has fully worked each of their scheduled work days in the calendar week except as such scheduled time off may be changed as provided in Section C. of Article 8.

10-2 At an employee's written request, the daily overtime premium in the above paragraph may be waived for a schedule change to a full or partial shift within the same calendar week, if approved by the employee's supervisor. Following such a request, the employee is to receive a written answer not later than the end of the next regular working day. If the employee's schedule change is approved with overtime being waived it is not to result in mandatory overtime for other employees.

10-3 In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, 1) time when actual work is performed 2) time off work pursuant to Article 27 (Jury and Witness Service) will be counted and 3) mandatory overtime.

SECTION B. PYRAMIDING

10-4 Overtime premium shall not be pyramided, compounded or paid twice for the same time paid.

SECTION C. SCHEDULING

10-5 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 be mandated to 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.

SECTION D. DISTRIBUTION

10-6 Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same unit of distribution who are qualified to perform the overtime assignment. Whenever practicable, such overtime shall be distributed in the following order of priority:

- 10-7 Employee(s) within the unit of distribution, within the classification(s) of the assignment shall be offered the overtime first, starting with the employee with the least number of hours on the overtime log;
- 10-8 Employees who are mandated to work overtime, shall be assigned on a rotating basis, using a separate overtime log, beginning with the employee with the lowest seniority date.
- 10-9 Except in an emergency (such as inadequate staffing in critical areas or services, severe weather, natural disaster, major utility failures or other unforeseen circumstances), employees shall not be mandated to work during pre-approved PTO or vacation until all other measures to secure proper staffing levels have been exhausted (i.e. extending the shift of an employee already at work; seeking volunteers; mandation, use of Temporary staff (if appropriate), etc.).
- 10-10 Critical services are defined as those services or activities required to provide for the full and complete delivery of care to the University community and patients. Critical services shall include (but are not limited to), patient care, those providing continuous access to buildings and grounds, communications, and indirect support such as building operations, preservation of infrastructure, utility systems, material procurement and certain contract and legal activities. Critical employees in these functional areas will be expected to report to work during emergency periods in accordance with their unit's specific designation.
- 10-11 Other employee(s) within the unit of distribution, starting with the employee with the least number of hours on the overtime log.
- 10-12 The University need not call in an employee to work rather than extend the shift of an employee already at work nor assign or call in an employee to work who has provided the University with a written statement that they do not wish to work overtime. Such a statement will be submitted during the month of October each year and will remain in effect during the following calendar year. Nothing herein, however, shall prohibit the University from assigning or calling in such an employee to work if sufficient other employees capable of doing the work are not available.

- 10-13 Once an employee has been assigned to work overtime (whether voluntary or not), the shift will become a part of the employee's schedule for that week. With the exception of illness/injury or an inability to report to work, an absence will be recorded as 'unexcused', and handled in accordance with normal departmental attendance practices. However, an employee will be allowed to cancel a 'voluntary' overtime assignment (without incurring an unexcused absence), if cancelled within 24-hours of the start of the overtime assignment.
- 10-14 New employees, employees returning from a leave of absence or layoff, employees transferred into a new unit of distribution or into another classification in the same unit of distribution, and employees withdrawing the written statement expressing the wish not to work overtime will be charged with the highest number of overtime hours then worked by any employee in the same classification in the unit of distribution. An employee who is continuously absent from work for one (1) month or more, for whatever the reason except as provided above, shall be charged for overtime in the same amount as the employee who was next lowest on the overtime record at the time their absence began, except they shall not be charged for any overtime charged to that employee during the first month of their absence.
- 10-15 Employees who work overtime, are contacted to work the overtime, or who are assigned overtime and do not work (whether excused or not), shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any inequitable distribution will be rectified in the next overtime opportunity, except at the third inequitable distribution involving the same employee said employee shall be paid for the time lost.
- 10-16 Overtime logs (for both regular and mandatory overtime), shall be maintained for each unit of distribution and posted weekly (every Tuesday) in both electronic and hard copy format. If an employee claims they were improperly skipped for an overtime assignment and it is determined at the Second Step of the grievance procedure that they were not, the employee will be charged the claimed amount in the grievance.

- 10-17 The log(s) will be jointly reviewed by both Union and Management representatives on a quarterly basis, at a departmental level.
- 10-18 The overtime log for each unit of distribution will begin at zero for all employees, effective on January 1st of each calendar year.

SECTION E. DEFINITIONS

- 10-19 For the purposes of this Article and the computation of overtime premium the following definitions shall apply:
1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.
 2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
 3. "Unit of Distribution" (See Appendix K).
- 10-20 Units of distribution will be 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 unit of distribution is established the University will meet with the Union to discuss the new unit at least thirty (30) calendar days prior to the effective date of the unit of distribution.

SECTION F. GENERAL PROVISIONS:

- 10-21 Planned (Voluntary) Overtime:

When possible, overtime shall be posted, or employees otherwise notified, with at least 48 hours of advance notice of the overtime assignment.

- 10-22 Unplanned (Mandatory) Overtime:

Although it is preferable to notify/post overtime assignments with at least 48 hours advance notice of the overtime assignment, occasionally business needs necessitate short notice.

1. For overtime that becomes known less than 48 hours of the start of an assignment, supervision shall first seek volunteers to work the assignment. If no volunteers are available, supervision may mandate an extension of those working at the time of the assignment, in accordance with the mandatory overtime log.

10-23 Fatigue Rules:

Voluntary or Mandatory Overtime Assignments

For the health and safety of our employees, employees can work no more than sixteen (16) hours per day, nor:

1. Ten (10) consecutive calendar days if assigned to eight (8) or ten (10) hour shifts
2. Eight (8) consecutive calendar days if assigned to twelve (12) hour shifts

10-24 Overtime Waiver Statements:

1. Overtime waiver statements may be submitted annually during the month of October and become effective on January 1st of the following calendar year.
2. Those employees with approved overtime waivers on file shall not be assigned mandatory overtime assignments, except in emergency situations as determined by the University. It is understood, however, that on a case by case basis overtime may be approved for exempted employees that are required to work overtime due to special circumstances.
3. Exemptions shall be granted based upon bargaining unit seniority, with the employee with the highest seniority receiving the exemption.
4. In the event more exemption requests are received than are available, employees with no prior or current exemptions shall be granted the exemption.
5. If all requesting employees have had prior exemptions, the request from the employee with the most recent exemption will not be granted.

6. Exempted employees shall not be permitted to sign up for any voluntary overtime assignment, nor will they be permitted to work in lieu of another employee that had been assigned an overtime assignment.
7. In the event an employee wishes to withdraw their exemption status during the year, they will be placed on the overtime list based upon the highest number of hours worked per employee in the same classification currently on the list.
8. Requests for exemptions will be accepted only during the month of October, for the following calendar year.

ARTICLE 11
SHIFT PREMIUM

- 11-1 A shift premium in accordance with the schedule in paragraph 11-6 shall be paid to any employee who starts work on or after 12 noon and before 8:00 p.m. Starting times within this period of time shall be known as the afternoon shift.
- 11-2 A shift premium in accordance with the schedule in paragraph 11-6 shall be paid to any employee who starts work on or after 8:00 p.m. and before 4:00 a.m. Starting times within this period of time shall be known as the evening shift.
- 11-3 An employee who works beyond their scheduled hours shall continue to receive the shift premium, if any. If the employee works an additional full eight (8) hour shift, (either before or after their scheduled shift), the employee shall be paid the shift premium for that shift, or the shift premium for their first eight (8) hours, whichever premium is greater.
- 11-4 If an employee's schedule of work is divided by a period of time exceeding one (1) hour (split shift), the second segment will be considered a starting time for determining shift premium.
- 11-5 A premium in accordance with the schedule in paragraph 11-6, shall be paid to an employee during the period of time they are assigned to a special schedule and subject to schedule changes without notice. When an employee receives this premium, they shall not receive a shift premium.

11-6 Shift Premium Schedule:

<u>Afternoon Shift</u>	<u>Evening Shift</u>	<u>Special Schedule</u>
\$.65	\$.75	\$.75

ARTICLE 12
CALL BACK PAY

- 12-1 An employee who returns to work because of a call made after they have left the University premises upon completion of their assigned schedule of work shall receive the overtime premium as set forth in Section A. of Article 10 for the time worked, or a minimum of four (4) hours pay at the employees hourly rate, and shift or special schedule premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously, except for a lunch break, into their shift, provided the University permits the employee to work their assigned schedule of work for that day. To the extent an employee is paid the overtime premium pursuant to this Article, they shall not be paid an overtime premium under Section A. of Article 10 for the same time worked.

ARTICLE 13
REPORTING PAY

- 13-1 An employee who reports to work at their scheduled starting time when they have not been notified that no work is available shall be paid their hourly rate, plus shift premium or special schedule premium, if applicable, for not more than ½ of the hours regularly scheduled during which no work is offered by the University. Such payment will not be payable if no work is available because of conditions beyond the control of the University such as fire, flood, tornado, power failure, labor dispute and student disruption, or if the employee fails to receive notice not to report through their own fault, such as absence or failure to provide a correct address or telephone number.

ARTICLE 14
ON-CALL PAY

- 14-1 Each employee specifically designated as in an "on-call" status shall be paid twenty percent (20%) of the job rate for their classification for hours spent in that status. Employees, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave work at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Upon return to work, such employees are not eligible for call back or reporting pay, as provided in Articles 12 and 13, nor for on-call pay while at work, but shall be paid their regular hourly rate, plus shift premium or special schedule premium, if applicable, or the overtime premium as set forth in Section A. of Article 10, if applicable, for actual work performed. Time spent in an on-call status shall not be counted in calculating time worked for determining when an overtime premium shall be paid.

ARTICLE 15
EMPLOYEES WORKING OUT OF
CLASSIFICATION (EWOC)
AND RATES OF PAY ON TRANSFER

Employees Working out of Classification (EWOC)

- 15-1 Employees shall be regularly assigned to perform duties commensurate with their job classification and pay grade and shall not be assigned work outside of their current classification and pay grade except in cases of non-routine assignments, emergencies or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations.
- 15-2 Emergency conditions shall be defined as those situations caused by factors beyond the control of management, such as acts of God which cannot be anticipated or planned for in the normal course of departmental operations.
- 15-3 An employee who is assigned on a temporary basis to a classification in a higher pay grade for fifty percent (50%) or four (4) hours of their assigned schedule of work on any day of work shall be paid, dependent upon their employment

status, either the job rate or the probationary rate for that classification for all hours worked during their shift.

- 15-4 Each incident of an employee working out of class should be considered as an occurrence, and occurrences taken in increments of less than four (4) hours per scheduled shift shall not exceed three (3) non-consecutive days in a calendar month. Occurrences that exceed three (3) non-consecutive days in a calendar month shall be compensated at the higher rate of pay.
- 15-5 In order to receive pay at the higher rate, the employee must be able to independently perform the work of the higher classification, without the instruction or guidance of another employee who is regularly assigned to the higher classification.

Transfers

- 15-6 An employee with seniority who is transferred shall be paid the Job rate for the classification to which they are transferred, and
- 15-7 A probationary employee who is transferred shall be paid the probationary rate for the classification to which they are transferred.
- 15-8 An employee who is transferred on a temporary basis to a classification in a lower pay grade shall have their hourly rate maintained.

ARTICLE 16

SENIORITY DEFINITION AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

- 16-1 For the purposes of this Agreement, the following definitions shall apply:
- 16-2 University seniority means uninterrupted employment with the University beginning with the latest date of hire with the University (as a Temporary or Regular employee), and shall include periods of University employment outside the

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

- 16-3 Bargaining unit seniority means total length of service within the bargaining unit.
1. When an individual is returned to the bargaining unit who had previously performed work which is covered by classifications in the bargaining unit, that previous service will be included.
 2. Bargaining unit seniority will apply when seniority is considered for such things as assigning work schedules, PTO requests, overtime schedules, shift bids and transfers.
 3. If the University involuntarily places an employee into a different classification within the bargaining unit, that employee will be allowed to retain their old bargaining unit seniority upon their move into the new position.

SECTION B. LOSS OF SENIORITY

- 16-4 An employee shall lose their seniority and no longer be an employee if:
- 16-5 The employee resigns or quits;
- 16-6 The employee is discharged (unless reversed through the Grievance or Arbitration Procedure);
- 16-7 The employee retires;
- 16-8 The employee does not return to work from layoff within seven (7) calendar days after being notified to return by U.S. mail addressed to the employee at their last address filed with the University Human Resources Office and the Union president, or their designated representative, has been notified in writing of that fact, except when the failure to return to work is due to circumstances beyond the control of the employee and the University has been so notified;
- 16-9 The employee has been on layoff for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is less; or

Note: Formerly Paragraph 100 (3 days no call no show):

- 16-10 The employee is absent from work for three (3) consecutive days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the University shall send written notification to the employee at their last known address that the employee has lost their seniority, and their employment has been terminated. In addition, the Chairperson of the Bargaining Committee, or their designated representative, shall be notified in writing of that fact.
- 16-11 A grievance involving compliance with this Section shall begin at Step Two of the grievance procedure, and may be processed through the Grievance and Arbitration Procedures by the Union only for an employee who has lost their status as an employee and their seniority, provided it is submitted in writing at Step Two of the grievance procedure within 10 days after facts have occurred giving rise to their grievance, except that in the event of employment termination as provided in paragraph 16-8 or 16-10 a grievance may be submitted, provided it is submitted in writing within 10 days after the Chairperson of the Bargaining Committee, or their designated representative, has received written notification of the termination.

SECTION C. REINSTATEMENT

- 16-12 If an employee with one or more years of seniority resigns or quits and subsequently is rehired by the University, within twelve (12) months of the termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

SECTION D. SENIORITY CONFLICT (SAME HIRE DATE)

- 16-13 Seniority is defined as the date of hire to the University of Michigan after completing probation. An employee who has a continuous period of temporary employment counted towards completion of their probationary period, will acquire seniority from the date they began their period of temporary employment. (See Article 18, paragraph 18-5.)

- 16-14 If two employees in the same unit share the same exact hire date, recurring seniority assignments (e.g. vacation picks), will be based on the last four digits of the University Employee I.D. number. The employee with the highest number will go first in the order for policies and procedures that dictate seniority order.
- 16-15 In a Reduction in Force (RIF) situation that affects two people tied in lowest seniority spots, the employee with the lowest University Employee I.D. number would be the first to be selected for layoff.

ARTICLE 17
EMPLOYEE AND ADDRESS LISTS

SECTION A. EMPLOYEE LISTS

- 17-1 The University shall prepare and maintain a list which shall show the names alphabetically and the classification title, department number, pay grade, hourly rate and seniority date of all employees. The Union (Local 1583) shall be given two copies and Council 25 one copy of the list within thirty (30) calendar days after the date of this Agreement, and thereafter a current list monthly.
- 17-2 A departmental seniority list, including the same information, shall be maintained by each department. This list shall be available for inspection by the employee or their steward.
- 17-3 These lists shall be deemed correct as to an employee's seniority date unless the employee, or the steward for the employee, notifies the University to the contrary in writing after a list is given to the Union.

SECTION B. ADDRESS LISTS

- 17-4 Monthly, the University shall give to the Union (Local 1583) two copies and Council 25 one copy of a list of employees together with their most current addresses as they appear on the records of the University. The Union (Local 1583) and Council 25 shall retain such information in confidence and disclose it only to those officials of the Union whose union duties require them to have such information.

SECTION C. HIRE, TERMINATION AND LEAVES OF ABSENCE LISTS

- 17-5 The University, on a monthly basis, shall give to the Union (Local 1583) one copy of each of the following: (1) list of employees hired during the previous calendar month, (2) list of employees terminated, for whatever the reason, during the previous calendar month, (3) employees on a leave of absence and (4) employees who are on the active payroll lists but not the dues deduction register for the month. In addition to names, these listings shall include the same information provided on the seniority list.

SECTION D. TEMPORARY EMPLOYEES LIST

- 17-6 The University, on a monthly basis, shall give to the Union (Local 1583) one copy of a list of temporary employees performing substantially the same work as employees in this bargaining unit, together with their classification title, department number, and the number of hours worked each bi-weekly pay period. The list shall include current available information with hours of work for the six (6) most recent consecutive pay periods.

ARTICLE 18

PROBATIONARY EMPLOYEES

- 18-1 An employee is a "probationary employee" for their first three (3) months of employment.
- 18-2 A temporary employee who becomes an employee in the same department in which they were performing substantially the same work as a temporary employee for any continuous period immediately preceding the date they became an employee, will have that continuous period counted towards completion of their probationary period.
- 18-3 A temporary employee who becomes an employee in a different department immediately following a period of continuous uninterrupted employment will, following completion of their probationary period, acquire seniority from the date they began the period of continuous uninterrupted temporary employment.

- 18-4 No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Chairperson of the Bargaining Committee, however, the University through a designated representative, shall discuss the termination of the probationary employee with the Chairperson, provided the request is made within seventy-two (72) hours following the termination.
- 18-5 A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until they have completed their probationary period. Upon the completion of their probationary period, the employee will acquire seniority from their date of hire. An employee who has a continuous period of temporary employment counted towards completion of their probationary period will acquire seniority from the date the employee began their continuous period of temporary employment.

ARTICLE 19

REDUCTION OF THE WORKING FORCE AND RECALL PROCEDURES

SECTION A. PROCEDURE FOR THE REDUCTION OF THE WORKING FORCE

- 19-1 When it is necessary for a department to reduce the workforce in a classification, temporary employees in the affected classification shall be removed first. Of the remaining employees, those employees with the least seniority in the affected classification in that department shall be removed first, provided that the employees remaining in the classification have the ability to perform the work available. In applying this procedure, full-time probationary employees shall be removed from the affected department and classification or replaced, as the case may be, prior to removing or replacing full-time, non probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.
- 19-2 A removed employee shall be transferred, conditioned upon ability to perform the work available, in the following order of priority:

- 19-3 To a vacancy, if any, in the same classification;
- 19-4 To a vacancy, if any, in another classification assigned to the same pay grade;
- 19-5 To replace an employee with the least seniority, if any in the same classification;
- 19-6 To replace an employee with the least seniority, if any, in the same pay grade;
- 19-7 To a vacancy, if any, in a classification assigned to the next lower pay grade;
- 19-8 To replace an employee with the least seniority, if any, in a classification assigned to the next lower pay grade;
- 19-9 The procedure set forth above shall be applied for an employee who is replaced as a result of the application of the above procedures.
- 19-10 In applying the procedures set forth above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position. Part-time employees eligible for benefit programs may exercise seniority to maintain benefit eligibility rather than accepting a transfer to a position without benefit eligibility.
- 19-11 This confirms our agreement that the application of the provisions of Article 19 shall not be on a bargaining unit wide basis but that the application shall be separate for each of the following areas:
1. Ann Arbor Campus
 2. Dearborn Campus
 3. Flint Campus
 4. Each other separate geographic area

SECTION B. PROCEDURE FOR RECALL

- 19-12 An employee with seniority who has been laid off or transferred as a result of a reduction of the working force shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of

the procedure for reduction of the working force, based on the following provisions:

- 19-13 An employee who is transferred as a result of a reduction in the workforce, into a different classification within the same or lower salary grade will remain on the Recall List for a period not to exceed seven (7) years. At the expiration of the seven (7) year period, or at the point where the employee rejects an offer by the University to be placed into a position that moves them closer to the position they were transferred from, then the employee will be removed from the Recall List.
- 19-14 In accordance with paragraph 16-9, an employee who is laid off from their position at the University as a result of a reduction in the workforce, will remain on the Recall List for a period of time equal to their seniority at the time of their layoff, or two (2) years, whichever is less.

SECTION C. SENIORITY PREFERENCE

- 19-15 For the purposes of this Article, the executive officers of the Union, the bargaining committee, chief stewards, stewards and alternate stewards shall have seniority preference over all the employees they represent, conditioned upon ability to perform the work available, provided, however, that in the application of paragraphs 19-2 through 19-10, each priority shall include the following provision: "providing the department includes employees, or a vacancy for employees, represented."

SECTION D. TEMPORARY LAYOFFS

- 19-16 In the event employees with seniority are laid off because of a temporary discontinuance of operations, or any portion thereof, caused by the academic calendar or conditions not immediately correctable by the University, temporary adjustments in the work force can be made without application of the Reduction of the Working Force or Recall Procedures. The Union will be notified of such temporary adjustments. If such temporary adjustments continue for more than five (5) work days, the Union can request the University to apply the reduction of the working force procedure and the University will do so within the following five (5) work days.
- 19-17 If the circumstances of a planned reduction in force or reduction in hours are known in advance by the University, the

Union will be given written notice of the planned changes not less than 14 days prior to the reduction and an opportunity for explanation of the circumstances will be scheduled with the President, the Chairperson of the Bargaining Committee and the Chief Steward(s) for the classification(s) affected. It is understood that responsibility for notifying the employees affected remains with the University and that any disagreements regarding reductions will be submitted using the grievance procedure after employees have been notified.

SECTION E. NOTICE TO UNION AND LIABILITY

- 19-18 Names of employees removed from a classification, given the option of remaining in the part-time position, or laid off in a reduction of the working force and recalled to work shall be given to the Union office in writing. A grievance alleging a violation of the reduction of the working force or recall procedures may be processed through Grievance and Arbitration Procedures, provided it is submitted in writing at Step Two within seventy-two (72) hours after the Union receives notification of a removal, a part-time option, or layoff or a recall to work.

SECTION F. DEFINITION

- 19-19 For the purposes of this Article "ability to perform the work" means present skills and basic knowledge and physical fitness, within the knowledge of the University from its records or as otherwise made known to the University, to competently perform the full range of duties of the position in question.

SECTION G. PROCEDURE FOR REDUCTION OF HOURS

- 19-20 In the event the hours of work of a full-time employee with seniority are reduced to part-time for more than ten (10) work days, that employee shall have the option of remaining in the part-time position. If that option is not selected, the full-time employee with the least seniority in that classification in that department, provided that the employees remaining in the classification have the ability to perform the work available, shall have the option of remaining in the department in the part-time position, or be transferred, conditioned upon ability to perform the work available, in accordance with the procedures set forth in paragraphs 19-2 through 19-11.

ARTICLE 20
PROMOTIONS AND OTHER TRANSFERS

SECTION A. DEFINITIONS

- 20-1 Promotion - A "promotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.
- 20-2 Regular Job Opening - Except during the months of May and June, a "regular job opening" is a position which is expected to be filled for more than ninety (90) calendar days, except as provided in Article I, paragraph 1-4 regarding use of PTO time and leaves of absence. In the event that a position which was not expected to be filled for more than ninety (90) calendar days is still filled after ninety (90) calendar days, that position, upon request of the Union may become a "regular job opening" subject to the provisions of this Article for the balance of the need for it to be filled. The University will notify the Chairperson of the Bargaining Committee if the position is still filled after ninety (90) calendar days.
- 20-3 Necessary qualifications - "Necessary qualifications" means that the records of the University or other knowledge made known to the University indicates the reasonable certainty that the employee will be able to perform competently the full range of duties of the regular job opening within a reasonable period of time.

SECTION B:
POSITION & SHIFT CHANGES WITHIN A DEPARTMENT

- 20-4 An employee who wishes to change from one position to another, or from one shift to another, within their classification and department, shall fill out a "Request for Transfer" form supplied by the University identifying either a specific position location and/or days off and the range of starting times and file it with the department at a place designated by the department. The employee and the Union office will receive a copy of the filled out Request for Transfer form. Under no circumstances should this process be used to fill a full-time job opening with a part-time employee, who has less than a 50% appointment with the University.
- 20-5 Position or shift changes may be made by the University among employees within a Unit of Distribution, prior to

considering Request for Transfer forms. If such changes are made they will be done on the basis of seniority. After this process, if it is utilized, and prior to posting, all Request for Transfer forms on file, and properly completed listing the specific information referenced in paragraph 20-4, at the time a regular job opening occurs shall be considered by the University for that regular job opening. Any Request for Transfer forms not properly completed listing the specific information required will be disqualified from consideration. If the open position is not filled by an employee within the unit of Distribution or subsequent Transfer Process, then it should be posted on the University's electronic posting website.

- 20-6 During the month of December employees who want to be considered for a transfer during the following year may complete up to two (2) Request for Transfer forms and submit them to their department. The Request for Transfer forms are valid only for the following calendar year. Each December employees who want to be considered for position and shift changes in the following calendar year must complete new Request for Transfer form(s). Employees transferred or promoted into a department from another department may complete up to two (2) Request for Transfer forms and submit them to their new department after they have been in their new department a minimum of six months. These Request for Transfer forms will be valid only for the remainder of that calendar year. In the event a department changes an employee's schedule, that employee will be allowed to submit one (1) request for transfer form within 30 days from when their schedule was changed.
- 20-7 Notwithstanding the provisions of Article 20, paragraph 20-4, for the purposes of position or shift changes among employees, Appendix K, Units of Distribution will be considered.
- 20-8 In addition, an employee whose appointment is less than twenty (20) hours per week shall not have their assigned hours of work increased to a full time schedule as a consequence of the application of paragraphs 20-4 and 20-5.
- 20-9 Among the employees considered, employees will be offered the position in accordance with seniority and in such a manner as will not adversely affect the operation of the University. The Chairperson of the Bargaining Committee, or their designated representative, will receive written notification where such an

offer would adversely affect the operation of the University. An employee who has a Request for Transfer on file and refuses an offered position or shift change, will have that Request for Transfer form removed from the file and they will not be considered for that position or shift change under the provisions of Section B for the remainder of the calendar year.

SECTION C: PROMOTIONS WITHIN A CLASSIFICATION SERIES EXISTING EXCLUSIVELY WITHIN A DEPARTMENT

- 20-10 In making a promotion or transfer within a classification series which exists exclusively within a department, the employee with the most seniority who has the necessary qualifications will be given the promotion or transfer when the classification is assigned to pay grade 2 through 5. When the classification is assigned to pay grade 6 or above, qualifications shall be the determining factor, except that among those with equal qualifications, seniority shall control.
- 20-11 In addition, and if as a result of reorganization within a department, or subdivision of a department, a different complement of classifications exists within the department, any position assigned to a new or additional existing classification within a classification series, will be subject to the provisions of this Section.
- 20-12 If a promotion or transfer is made under this Section, the seniority of employees shall be applied in the following order of preference:
- First - employees within the classification series assigned to a different classification(s) in the same pay grade;
 - Second - employees within a classification series from the classification(s) in the next lower pay grade;
 - Third - employees within a classification series from the classification(s) in each next succeeding lower pay grade.
- 20-13 The name of the employee who was promoted, together with their classification title and seniority date will be sent to the Union office.
- 20-14 For the purposes of this Article, the classifications in each series are set forth in Appendix E. From time to time, and after discussing the matter with the Union, the classifications assigned to the series may be changed by mutual agreement.

SECTION D. PROMOTIONS AND TRANSFERS - POSTING AND BIDDING PROCEDURE

- 20-15 1. If a regular job opening is not filled from within a department or in another manner consistent with the terms of this Agreement, the regular job opening, except for openings in pay grade 1 and openings which are filled by offering the opening to employees in seniority order through the first three orders of preference set forth below, will be posted throughout a posting area for six (6) calendar days, Monday through Saturday. Jobs will be posted on the University employment website and bidding on positions is done electronically. Each of the following geographic areas shall be a separate posting area:
- A. Ann Arbor Campus
 - B. Dearborn Campus
 - C. Flint Campus
 - D. Each other separate geographic area shall be a separate posting area.
2. An employee may submit an electronic bid for a “regular job opening” posted on the University’s employment website. In such a case, this employee will be considered along with the bidders by the same standard set forth in 3 below, provided their written notification is received prior to the end of the posting period for that “regular job opening.”
3. a. When a promotion or transfer is posted within pay grades 2 through 5, the three most senior eligible employees (outside of the classification series) who have the necessary qualifications and/or experience, (as indicated on their resume), will be granted an interview with the hiring supervisor, prior to the opening being filled by the most senior candidate within the classification series, possessing the necessary qualifications.

In order for the hiring supervisor to determine an applicant’s qualifications, the employee must submit a resume along with their online application. Applications received without an attached resume will not be considered.

- b. If it is determined that any one of these three applicants meet the posted qualifications, and are able to perform the full range of duties of the position without any more training than would be provided to another candidate, then this applicant will be offered the position, provided the employee is higher in seniority than the most senior employee within the classification series.
- c. If it is determined that neither of these candidates possess the necessary qualifications and/or experience to fill the job opening, then the position will be offered to the highest senior employee within the classification series. (Note: Applicant's are not required to submit a resume for positions awarded solely based on seniority).

External candidates will not be considered by the hiring department until it has been determined that there are no qualified internal bidders. When the classification is assigned to pay grade 6 or above, qualifications shall be the determining factor, except that among those with equal qualifications seniority shall control. When the opening is filled under this Section, the seniority of employees shall be applied in the following order:

1. Bidders within the classification series in the same or higher pay grade;
 2. Bidders within the classification series in the next lower pay grade;
 3. Bidders within the classification series in each next succeeding lower pay grade;
 4. Other bidders
4. When the opening is to be filled in classifications assigned to pay grade 6 or above, employees meeting the posted qualifications shall be considered for the opening. Of those internal employees who possess the posted qualifications, no less than the three most qualified employees will be interviewed.

Additionally, prior to interviewing candidates external to the University, Employees Working Out of Class (EWOC), and those previously trained and certified by the University as having the necessary qualifications to perform in the posted position, should be interviewed.

The most qualified of the applicants will be selected. In order for the hiring supervisor to determine an applicant's qualifications, applicants must submit a resume along with their online application. Applications received without an attached resume will not be considered.

When the qualifications of candidates are equal, then the internal candidate shall be selected.

- 20-16 However, no employee shall be promoted or transferred into a department or unit under the supervision of a relative. For purposes of this Article, relative means an employee's spouse, or the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them), of either the employee or their spouse, or of any other related person living in the employee's household.

SECTION E. GENERAL PROVISIONS

- 20-17 When a regular job opening is posted in accordance with Section D., the posting will note the classification, the pay grade, an accurate description of the duties to be performed in this particular job opening, the department, the starting time and the necessary qualifications for openings in pay grades 2 through 5, and the necessary and any desired qualifications for openings in pay grade 6 and above, for which the person must at least possess the necessary qualifications in order to be considered. A copy of the posting will be sent to the Union Office. The University shall include a sequential numbering system on all job postings.
- 20-18 At the request of either the Union or University, a Special Conference shall be held to discuss and clarify any concerns or information regarding the relevance of necessary or desired qualifications posted for regular job openings.
- 20-19 During any period in which employees are being considered for promotion or transfer and during any posting period, the regular job opening may be filled by anyone on a temporary basis.
- 20-20 At the time a bid is received by the supervisor or the Human Resources Office, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the University within the posting period by the

employee's supervisor or at a University Human Resources Office will be considered by the University prior to making a promotion or transfer. Once a regular job opening is posted, other methods of filling a regular job opening shall not be used until all bidders are considered in accordance with the standard set forth in Section D.

20-21 An employee who does not provide all requested information or deliberately falsifies information on the bid form may be disqualified.

20-22 Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise available to be considered, the bidder may be disqualified.

Note: Formerly Paragraph 152 (Disqualification for prior discipline)

20-23 An employee who has received a disciplinary layoff within the twelve (12) month period prior to the date the University begins considering employees for a promotion or transfer, may be disqualified by the Human Resources Office. However, prior to such action, the University through a designated representative, shall discuss the matter with the employee and the Bargaining Chairperson or their designated representative.

20-24 An employee who is promoted or transferred to another classification will be given a reasonable period, but not to exceed one (1) month, to demonstrate in actual performance whether they have the ability to perform the work. If the employee does not have the ability to perform the work, they shall be returned to the classification from which they were promoted or transferred and given a written notice of reason. A copy of this notice will be sent to the employee's chief steward and to the Union office.

20-25 If the employee requests within the one (1) month period following a promotion or transfer from another classification, they shall be returned to a regular job opening in the classification from which they were promoted or transferred, but in any event, the employee shall be returned within the one (1) month period following their request. If there is no regular job opening in the classification from which the employee was promoted or transferred, the employee will be

returned to any other regular job opening in the same pay grade for which the employee has the necessary qualifications. If no such regular job opening exists, the employee will be returned to a classification in the same pay grade consistent with seniority and ability to perform the work. An employee affected by such a return shall be placed or laid off in accordance with the provisions of Section A. of Article 19.

- 20-26 In the event that an employee is returned to the classification from which they were promoted or transferred, the University shall consider the other bidders prior to posting again.
- 20-27 Except for an employee returned by the University because of an inability to perform the work, any employee who has been hired, promoted or transferred (including an employee returned at the employee's request), need not be considered by the University for a subsequent transfer or promotion during the twelve (12) month period following the hire and six (6) month period following the transfer and promotion; unless the employee is the only bidder who meets the standard set forth in Section D.

Limitations of Bids/Transfers

- 20-28 An employee who has bid for a promotion or transfer in accordance with the provisions of Section D. and who has more seniority than the employee selected for promotion or transfer, will be notified in writing within twenty-one (21) days after a person has been selected for the job opening that they lack the qualifications or they do not have equal qualifications, as the case may be, together with the name and seniority date of the employee promoted or transferred. A summary list of AFSCME bidders, and the name and seniority date of the person selected for the job opening will be sent to the Union Office within twenty-one (21) calendar days after the person has been selected. An employee who has been notified that they have not been selected for promotion to a classification in pay grades 2-5 because they lack the qualifications may, through the Bargaining Chairperson, request an explanation. An employee who has been notified that they have not been selected for promotion to a classification assigned to pay grade 6 or above because they lack the qualifications, may individually request an explanation. Upon request of the Bargaining Chairperson, the University will provide the Union with information and explanation as to why the chosen

applicant was more qualified. This information will be provided to the Union no later than the Step Two hearing, if applicable.

- 20-29 Should a regular job opening fail to receive any bids for a minimum of three (3) different, but consecutive, posting periods, after written notice to the Union Office, the University may discontinue posting for one (1) year such regular job openings which subsequently occur in that classification, in that department and at that starting time. Thereafter, the University will again post any such regular job openings and the provisions of this paragraph shall be repeated. The Union shall be sent a written notice, on a weekly basis, of all regular job openings for which no bids were received by the University.
- 20-30 Simultaneous posting of more than one (1) opening at the same starting time in a classification within the same department shall be considered a single regular job opening for the purposes of this Article.

Candidate Selection

- 20-31 Promotions or other transfers resulting from the application of this Article can be questioned through the Grievance and Arbitration Procedures only by an employee who has more seniority than the employee selected for the promotion or transfer and/or who has a higher order of preference and, if applicable, who has bid prior to the closing date.
- 20-32 A grievance concerning compliance with this Article shall begin at Step Two of the Grievance Procedure provided the grievance is submitted in writing 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.

ARTICLE 21 RETURN TO UNIT

- 21-1 An individual who has performed the type of work now performed by employees in the bargaining unit who is or was in the past transferred out of the unit, but not to another bargaining unit, may be returned by the University to the unit. In such a case the return shall be to a vacancy in the classification from which the employee was transferred, or if

none, then to a vacancy in a classification in the same pay grade. If no vacancy exists, the return shall be by replacing the least senior employee in the classification from which the employee was transferred. However, an individual placed in the bargaining unit from another bargaining unit or non-bargaining unit shall not use their University seniority date for the purposes of Promotions and Transfers for twelve (12) calendar months.

- 21-2 Any employee placed in the bargaining unit from another bargaining unit or non-bargaining unit will be placed in a pay grade 01 position, unless otherwise agreed by the Union and the University, or the placement is to a regular job opening for which no bids were received or for which there were no bidders possessing the necessary qualifications.

ARTICLE 22

HOLIDAYS

SECTION A.

- 22-1 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 Day
 7. Christmas Day
- 22-2 Providing sufficient other employees capable of doing the work required are available, an employee may substitute up to three (3) days of their choice that are of greater personal significance than the designated Holidays for any three (3) of the designated Holidays within the calendar year in which the designated Holidays fall. A written request for such substitutions must be given to the employee's immediate supervisor on or before July 1 of each fiscal year.

SECTION B.

- 22-3 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.

- 22-4 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at their hourly rate plus shift or special schedule premium if applicable, for the holiday, provided the employee meets the following eligibility requirement:
- 22-5 The employee works their last scheduled work day prior to and their first scheduled work day following the holiday, unless their failure to work on either or both such days is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for them to meet their employment obligation or (3) the employee is on an approved vacation. An employee who is late, but finishes their schedule of work, meets the eligibility requirement.

SECTION D.

- 22-6 Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C. shall receive pay for the holiday determined by multiplying their hourly rate plus shift premium, if applicable, times their normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

SECTION E.

- 22-7 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 their hourly rate and shift premium, if applicable.

- 22-8 If an employee is regularly scheduled to work on Christmas Day, New Year's Day or Independence Day that falls on a Saturday or Sunday, and the employee is regularly scheduled off on the Friday or Monday of the observed holiday, then such an employee will be eligible to receive holiday pay based on the Saturday or Sunday that the holiday occurred only.

SECTION F.

- 22-9 An employee who fails to work on a holiday on which they are scheduled to work shall not receive holiday pay as provided in Section C. or D. unless their failure to work is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet their employment obligation.
- 22-10 When an employee is scheduled to work on a holiday, they will be given at least seven (7) calendar days notice unless circumstances do not permit advance notice.

ARTICLE 23
SEASON DAYS

SECTION A.

- 23-1 For employees assigned to work on the Ann Arbor campus and the Medical School, between the days observed as the Christmas Day and New Year's Day holidays, there shall be four (4) Season Days which may be designated on an individual basis.
- 23-2 For employees assigned to work in the Michigan Medicine Health System Departments, Wayne County Medical Examiner's Office, and Washtenaw County Medical Examiner's Office, see Section G below.

SECTION B.

- 23-3 Each Season Day shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the Season Day is designated.

SECTION C.

- 23-4 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at their hourly rate plus shift or special schedule premium if applicable, for each Season Day for which the employee is not scheduled to work, provided the employee meets the following eligibility requirement:
- 23-5 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 their failure to work on either or both such days is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet their employment obligation. An employee who is late, but finishes their schedule of work, meets the eligibility requirement.

SECTION D.

- 23-6 Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C. shall receive pay for each Season Day for which the employee is not scheduled to work, determined by multiplying their hourly rate plus shift premium, if applicable, times their normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the Season Days.

SECTION E.

- 23-7 An employee who works on a Season Day will be paid for the time worked at the employee's hourly rate and shift premium, if applicable. In addition, and for each Season Day the employee works, an equivalent amount of time, not to exceed a total of thirty-two (32) hours shall be added to the employee's PTO accrual and, thereafter, PTO usage shall be subject to the provisions of Article 25.

SECTION F.

- 23-8 An employee who fails to work on a Season Day on which the employee is scheduled to work shall not receive the pay as provided in Section C. or D. unless their failure to work is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for them to meet their employment obligation.
- 23-9 When an employee is scheduled to work on a Season Day, they will be given at least four (4) calendar days notice unless circumstances do not permit advance notice.

SECTION G.

- 23-10 For employees assigned to work in the Michigan Medicine Departments, Wayne County Medical Examiner's Office, and Washtenaw County Medical Examiner's Office, in lieu of "Season Days", each employee shall receive 32.0 hours of Paid Time Off ("PTO") added to their PTO accruals, pro-rated by the employee's appointment fraction (FTE).
- 23-11 PTO Accruals in accordance with this Section, will be made available for usage on the first bi-weekly pay date of December each year.
- 23-12 PTO usage shall be subject to the provisions of Article 25.

Pay in Lieu of PTO:

- 23-13 Employees may sell back the PTO accrual in accordance with Article 25, paragraph 25-20.

ARTICLE 24

PERSONAL DISCRETION TIME (PDT)

- 24-1 A non-probationary employee may use personal discretionary time, provided the employee notifies the department head no later than sixty (60) minutes prior to shifts that start before 7:00 a.m., and ninety (90) minutes prior to shifts that start after 7:00 a.m., except when the failure to notify is due to circumstances beyond the control of the employee. Personal Discretionary time is limited to not more than twenty-four (24) hours, and may be taken in increments of either four (4) hours

or eight (8) hours per month (based on appointment fraction), in a 12 month period following the employees renewal date. It is not available for the last scheduled work day prior to nor the first scheduled work day following a holiday or other time off, (whether approved or not), except regularly scheduled days off. Hours used under this Article shall be charged to the employee's PTO bank, in not less than four (4) hour increments. In no case will the provisions of this Article be available if it is being used for the purpose of a work stoppage. Personal discretionary time will be viewed as an excused absence. An employee's personal discretionary time renews on the employee's seniority date.

**ARTICLE 25
PAID TIME OFF**

SECTION A. ELIGIBILITY

25-1 The Paid Time Off (herein after referenced as "PTO") program provides for paid time off from work for personal illness, family care responsibilities, vacation and personal business. An employee shall be eligible to receive PTO in accordance with the provisions of the Article when they meet the requirements of Sections B, C and D.

1. Except as provided in 2. and 3. of this Section, full-time employees accrue PTO according to the following schedule:

<u>Seniority</u>	<u>Monthly Accrual</u>	<u>Maximum Accrual</u>
0 to 5 Years	13.3 hours	240 hours
5 to 10 Years	17.3 hours	312 hours
Over 10 Years	21.3 hours	384 hours

Monthly Maximum (for employees hired after 3/26/13)

<u>Seniority</u>	<u>Monthly Accrual</u>	<u>Maximum Accrual</u>
0 to 5 Years	10.6 hours	191 hours
5 to 10 Years	14.6 hours	263 hours
Over 10 Years	18.6 hours	335 hours

An employee will accrue but not be eligible to use PTO prior to the completion of their probationary period. No full-time employee shall accrue PTO beyond the maximum total hours listed above (pro-rated for part-time

employees). If an employee reduces their appointment fraction and correspondingly their maximum accrual, any PTO accrued over the maximum for the employee's new appointment will be paid to the employee.

2. During the calendar month in which a full time employee starts or ends employment, or starts or returns from any leave of absence, the employee will accrue PTO hours depending upon the day of the calendar month on which the event occurs as follows:

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

Unless otherwise provided, an employee may request from their supervisor or other designated University representative, their PTO balance. In addition, the University agrees not to post employee vacation and PTO time balances.

3. Except as provided in 2 above, an employee shall not accrue any hours of PTO while using extended sick time, during any leave of absence or during any calendar month in which they are absent without pay for fifteen (15) or more work days. During any calendar month in which they are absent without pay for less than fifteen (15), but more than seven (7) work days, they shall accrue 50% of PTO accrual.
4. Part-time employees normally scheduled to work eight (8) or more hours per calendar week accrue hours of PTO on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than eight (8) hours per calendar week shall not accrue PTO.
5. Hours of PTO accrue and are recorded on the first day of each calendar month of employment. PTO accrues and is recorded on the bi-weekly pay period that includes the first of the month.

6. Unless otherwise provided, an employee may request from their supervisor or other designated University representative, their PTO balance. In addition, the University agrees not to post employee vacation and PTO time balances.

SECTION B. USAGE OF PTO – SCHEDULED

- 25-2
1. PTO may be used for scheduled absences (such as vacations, planned personal absences, preventative medical and dental care appointments, etc.) when approved in advance by the supervisor.

Scheduled PTO time shall be scheduled to meet the work requirements of the University on a departmental basis with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:

Limitations on Scheduled Time off and Department Closures:

2. Each department will post prior to March 1 and September 1 of each year and at such other times as may be established by a department any limitations concerning the scheduling of time off, including the election to close down any or all of the operations of the department and schedule time off during the close down period. Such limitations shall not include a limitation on the length of time off of an individual employee to provide time off for an employee with less seniority.
3. Employees will request time off during the month of March and September for all scheduled time off to be taken during the following May through October and November through April respectively unless a department establishes a procedure in which time off can be requested on a more frequent basis, in which case time off will be requested for those time periods.
4. Based upon these requests and within the time period established by a department, the department will schedule time off in order of preference by classification on the basis of seniority.

5. Upon completion of the scheduling, the time off schedule shall be posted during the last week of April and October or on a more frequent basis as established by the department, and may only be changed because of work requirements caused other than by the scheduling of time off.
6. An employee who transfers from a department and who has not taken their scheduled and posted time off loses their time off preference. In such a case, the employee will be permitted to reschedule, consistent with the work requirements of their new department.
7. If a day observed by the University as a holiday as provided in Article 22 occurs during an employee's time off, the employee shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against PTO accrual.
8. Time off which is not scheduled and posted in accordance with the above procedure may be granted in the sole discretion of the University, provided it is requested as promptly as possible but no later than the beginning of the employee's shift, except when extraordinary circumstances beyond the control of the employee cannot be corrected in time for the employee to meet their employment obligation, PTO time may be granted for the absences. Written Supervisory approval or disapproval of time not scheduled according to 229c shall be given to the employee within three (3) working days or prior to their requested time off, whichever comes first.

SECTION C. PREVENTIVE MEDICAL AND DENTAL CARE APPOINTMENTS

- 25-3 A full-time employee or a part-time employee working thirty-two (32) or more hours in a calendar week, will be granted paid time off from their assigned schedule of work for a preventive medical or dental care appointment, including post-operative examinations and care, providing the employee gives their immediate supervisor written notice at least five (5) calendar days prior to the appointment, unless the appointment is scheduled by the University doctor. 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 which prevents giving the required notice, as much notice as possible based on the circumstances is required. In the event that the time of the appointment adversely affects the operation of their department, the employee will reschedule the appointment to a mutually convenient time. Notwithstanding the fact that such an absence is not the result of a sickness or injury within the meaning of this Article, the provisions of this Article shall apply.

SECTION D. USAGE OF PTO-UNSCHEDULED

- 25-4 In order to be paid for unscheduled PTO, an employee must call in at least sixty (60) minutes prior to the start of their shift unless circumstances are beyond the employee's control. For an unscheduled absence which is due to personal illness, PTO shall be payable to an employee provided the employee's department head is notified of the nature of the sickness or injury and the probable duration thereof as soon as possible, but in no event later than the beginning of their shift, except when the failure to notify is due to circumstances beyond the control of the employee. All other unscheduled PTO, may be granted by the supervisor.
- 25-5 In all cases on returning to work from an absence due to personal illness an employee must certify on a form provided by the University the following:
1. The nature of the sickness or injury 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 sickness or injury;
 3. The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.
 - In the event that facts and circumstances indicate that the employee may not be eligible for PTO pay as claimed, evidence of eligibility may be required.

Therefore, employees who are on proof of disability, or incur short term illnesses of 3 days or more, must submit sufficient medical documentation of their illness/injury on a form provided by their Health Care Provider as such evidence.

- For illness/injury that exceeds ten (10) days, the employee is encouraged to submit the Work Connections Medical Release Form. Additionally, the Health Care Provider Report shall be submitted. Both forms may be obtained at the following link:

<http://www.workconnections.umich.edu/forms.html>

25-6 **Completion and submission of the above referenced forms are the employee's responsibility.**

25-7 This will not be a mandatory requirement necessary to receive PTO unless other evidence is not satisfactory or except as provided below.

25-8 Arbitrary failure to follow accepted medical practice shall be reason for discontinuing or withholding PTO. If sickness or injury recurs frequently or regularly so as to raise a question about the employee's general state of health, or there is an arbitrary failure to follow accepted medical practice, the University may require the employee to see the employee's own physician and provide the University with a statement concerning their health problem, the treatment required and what can be expected. If the employee does not have a personal physician, the University will assist the employee in obtaining appropriate medical care.

25-9 The University may request a Sick Time Conference with an employee, the employee's supervisor, a representative of the University Human Resources Office, the Bargaining Chairperson and the Chief Steward to discuss the employee's sick time usage and ability to work. Although not limited to the following, information discussed shall be of the type:

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

25-10 If the University requires an employee to be examined by a physician or physicians of its choosing with a report of the findings made to the University, that examination and report will be without cost to the employee.

25-11 Part-time employees normally scheduled to work eight (8) or more hours per calendar week will be eligible for extended sick time on a basis which is directly proportionate to that of full-time employees. Those normally scheduled to work less than eight (8) hours per calendar week shall not be eligible for extended sick time.

SECTION E. EXTENDED SICK TIME PAY

25-12 Extended sick time pay provides wage protection for staff members who are unable to work for an extended period of time due to a serious disabling illness or injury. Extended sick time pay starts with the eleventh (11th) work day of qualifying illness or injury and is available only when all of the following conditions are met:

1. The staff member is absent due to a serious disabling illness or injury in excess of eighty (80) hours of PTO (paid or unpaid), known as the 80 hour 'qualifying period';
2. The staff member has worked for the University in a Regular appointment for one or more years and has at least a 50% appointment on day one of the qualifying period;
3. Acceptable supporting documentation from a physician has been received and approved by Work Connections.

25-13 Effective January 1, 2018, Regular staff members with one (1) or more years of continuous service are eligible for extended sick time pay up to a maximum of:

1. 400 hours of full pay, plus
2. 656 hours at 2/3 pay, plus
3. 1,056 hours at half pay

Eligibility for Extended Sick Time:

25-14 An employee may not use extended sick time until they have been absent due to a single serious illness or injury for eighty (80.0) hours, prorated by FTE. The eighty (80) hours are known as the "qualifying period".

25-14a Usage of Intermittent Sick Time

An employee that returns to work after a single, serious disabling illness or injury that results in an absence of greater than 80 hours, and is performing the essential functions of their classification, is eligible to use intermittent sick time for follow-up care/treatments.

The follow-up care/treatment must be:

1. Prescribed by a medical or mental health care professional,
2. Directly related to the condition that caused the absence, and
3. Substantiated by sufficient medical documentation, acceptable to the University after each follow-up appointment.

Following ratification of this agreement, this benefit will be extended to employees who had a verifiable, qualifying condition with a return to work date beyond January 1, 2019, and who are still under the care of their medical/mental health care provider for follow-up care/treatment.

Renewal:

- 25-15 After the initial one year wait period, extended sick time renews every two years.
- 25-16 Extended sick time is renewed for bi-weekly employees at the beginning of the pay period that includes the first of the month noted above.
- 25-17 If an employee exhausts their extended sick time balance, the extended sick time balance will not renew until their next scheduled renewal date and after they return to work for 30 calendar days without extended sick time usage. The employee must return to a position with the same appointment fraction as they were in prior to the start of their absence for extended sick.
- 25-18 Staff must have met the extended sick time eligibility requirements of (1 year of service, 50% or greater FTE) at the start (day 1) of the eighty (80) hour qualifying period to be eligible for extended sick time.

Use of PTO to Supplement Extended Sick Time:

- 25-19 PTO may be used to supplement extended sick time 2/3 pay and half pay or Workers' Compensation payments, up to the employee's base salary. The first day of a work-related injury

is considered work time, regardless of the number of hours actually worked.

Family Medical Leave Act (FMLA):

- 25-20 Time paid under extended sick time will be counted toward the 12 weeks of eligibility under the Family and Medical Leave Act (FMLA). The "look back" period to recognize these circumstances will be a maximum of three (3) months. Supervisors must notify employees of FMLA usage.

SECTION F. SELLING BACK UNUSED PTO TIME

- 25-21 1. Once per year full time employees may sell back to the University up to twenty (20) unused PTO days (160 hours) at 100% of current value.

Part-time employees scheduled to work (8) or more hours per calendar week may sell back PTO days on a basis which is directly proportionate to that of full-time employees. Note: 80 hours is required to meet the threshold to access extended sick time.

Additionally, upon retirement, up to a maximum of 40 hours of the One Time Bank will be made available for Sell-Back to the employee.

2. A written request to sell back some PTO time may be submitted during only one of the election periods listed below:

Election Period	Payment
January 1 st - January 15th	Last paycheck received in January
OR	
May 1 st – May 15th	Last paycheck received in May

A written request to sell back some PTO time must contain the following information:

1. Employee's name
2. Employee's Social Security number
3. Number of PTO hours the employee wishes to sell back
4. The employee's signature

Once submitted a written request may not be rescinded.

See Letter of Agreement on page 188.

SECTION G. ONE TIME BANK

- 25-22 Upon the start-up of the PTO program employees were credited with all accrued short term sick hours up to the permitted maximum accrual of 800 hours (AKA One-Time Bank (OTB), (or if a part-time employee, the appropriate proportionate number of maximum accrued hours). These hours are available for employees to use to satisfy the 80 hour qualifying period for extended sick time and for use, if necessary, immediately upon the exhaustion of the employee's extended sick time. Employees were also credited with 100% of their accruals for vacation.
- 25-23 Upon retirement, up to a maximum of 40 hours of the One Time Bank will be made available for Sell-Back to the employee.

SECTION H. PTO AND TERMINATION

- 25-24 Unused PTO will be paid to the employee upon termination of employment, reduction in force, start of a military leave of absence (at employee's option), and other leaves of absence.

SECTION I. REPORTING TIME AND ATTENDANCE

- 25-25 Time worked and absences from the normal work schedule are to be reported to the nearest 1/10 of an hour.

SECTION J. PTO AND WORKERS' COMPENSATION

- 25-26 1. In the event the University determines that an employee has suffered an on-the-job illness/injury, a Worker's Compensation Benefit will be paid after the first eighty (80) hours of sick time pay has been deducted from the employee's PTO bank. (Note: This eighty (80) hours is **not** eligible for reimbursement.)
2. Thereafter the Worker's Compensation Benefit will take precedence, and any available PTO will be paid in coordination with the Worker's Compensation benefit. In no case will an employee receive payment, whether it is from Worker's Compensation or PTO, in excess of what would have been paid if the employee had been at work.

SECTION K. PAY IN LIEU OF PTO TIME

25-27 With the exception of Seasonal Leaves (where employees are given the option of maintaining up to 80 hours of PTO in their bank), an employee will receive pay in lieu of paid PTO time only after completion of the employee's probationary period and then only under the following circumstances.

1. Retirement; or
2. Start of a leave of absence
3. Termination, for whatever the reason, provided that the employee has one (1) year of seniority at the time of termination; or
4. Death, in which case a survivor will be paid; or
5. Selling back of PTO
6. Leaves of absence of six months or less: Providing the employee submits a written request to retain up to 80 hours in their PTO bank. The request must be submitted prior to the beginning of the leave of absence.

SECTION L. PAY FOR ACCRUED PTO TIME

- 25-28
1. Pay for PTO time shall be at the employee's rate of pay plus shift or special schedule premium, if applicable, at the time taken, times the number of hours of accrued PTO time scheduled and used. Pay for PTO time shall be paid to the employee on the employee's regular pay day.
 2. Pay in lieu of PTO time shall be at the employee's rate of pay at the time the event set forth in section K. occurs, times the number of hours accrued PTO time.

ARTICLE 26

FUNERAL LEAVE PAY

- 26-1 In the event of the death of (1) an employee's spouse, or (2) other qualified adult with whom the staff member shares living accommodations and expenses, or (3) the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them), of either the employee or their spouse or other qualified adult or (4) any other related person living in

the employee's household, an employee who attends the funeral or service shall be granted time off work with pay (maximum of eight [8] hours a day at their hourly rate plus shift or special schedule premium, if applicable). The amount of time off work with pay shall be only that which is required to attend the funeral or service and/or make necessary funeral or service arrangements, and (prior to or subsequent to the funeral or service) financial, custodial, or other necessary arrangements for surviving family member, but in no event shall it exceed three (3) work days.

26-2 If additional time off is needed, the employee may request the use of accrued PTO time.

26-3 In the event that an employee is on PTO, the provisions of this Article nevertheless shall apply.

ARTICLE 27

JURY AND WITNESS SERVICE

27-1 An employee who loses time off their assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate plus shift or special schedule premium, if applicable. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. The employee will report for work when released from jury duty or witness service.

27-2 An employee who does not lose time from their assigned schedule of 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 their request, may have an amount of time off work equal to the time they were required to spend in court during that eight hour period. In such a case, the employee will be paid for this time off, in the same manner as if they had lost time from work.

27-3 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 their hourly rate plus shift or special schedule premium, if applicable.

- 27-4 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 PTO or an excused absence without pay.

ARTICLE 28

ANNUAL MILITARY DUTY

- 28-1 An employee who is a member of the Armed Forces Reserves or National Guard and who loses time from their assigned schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at their hourly rate plus shift or special schedule premium, if applicable. Armed Forces Reserves 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 they were eligible to receive. If an employee requests and is scheduled for PTO during a period of training or service, they shall not be eligible for the pay provided by this Article for that period of time for which they received PTO pay.

ARTICLE 29

LEAVES OF ABSENCE

SECTION A. GENERAL CONDITIONS

- 29-1 Leaves of absence are without compensation by the University.
- 29-2 Unpaid leaves of absence are intended to provide continuity of service during an extended period of absence. Unless otherwise specifically provided for by this Agreement, seniority will accumulate during a leave of absence and extensions.

- 29-3 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.
- 29-4 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, medical/child care, family care, qualifying exigency, and care of a covered service member. An absence for an FMLA qualifying event will be counted toward an employee's 12 or 26 weeks of eligibility under the FMLA from the beginning of the employee's FMLA eligible leave of absence.
- 29-5 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 service member 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.
- 29-6 All provisions of this Article will be interpreted to be consistent with the FMLA. Where provisions of this Article are more expansive than the FMLA, this Article is controlling.

29-7 SECTION B. NON-DISCRETIONARY LEAVES OF ABSENCE

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 Service member
- Military Service
- Educational
- Union
- Union-Excused Absence
- Disability

29-8 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 Extended Sick, PTO and One Time Bank hours prior to the start of the leave of absence.

- When an employee is granted a leave of absence for a period of six months or less, the employee is allowed to retain up to one hundred-twenty hours (120) of accrued PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written request will contain the number of hours of PTO the employee will retain.

C. Approval

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

D. Maximum Duration

Two calendar years. 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 department 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.

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.

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.

29-9 CHILD CARE

A. Eligibility

Available for the care of an employee's child following birth, adoption, or foster care placement. A qualifying adoption or foster care placement is one in which the child is under the age of eighteen, or eighteen years of age or older and incapable of self-care due to a physical or mental disability.

B. Use of Paid Time

1. Employee gave birth (birth mother) must use:
 - a. Eighty hours of One Time Bank and/or PTO followed by Extended Sick Time until medically able to return to work; and
 - b. All available PTO prior to the start of the leave of absence.
2. All other employees following the birth of the employee's child, adoption or foster care placement must exhaust all available PTO prior to the start of the leave of absence.
 - When an employee is granted a leave of absence for a period of six months or less, the employee is allowed to retain up to one hundred-twenty hours (120) of accrued PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written

request will contain the number of hours of PTO the employee will retain.

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 department 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.

29-10 MEDICAL/CHILD CARE

A. Eligibility

Intended for an employee that does not have sufficient Extended Sick Time, PTO and One Time Bank hours 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 an employee who does not have enough paid time to cover the period of time the employee 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 Extended Sick Time, PTO and One Time Bank hours prior to the start of the leave of absence.

- When an employee is granted a leave of absence for a period of six months or less, the employee is allowed to retain up to one hundred-twenty hours (120) of accrued

PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written request will contain the number of hours of PTO the employee will retain.

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 department 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.

29-11 FAMILY CARE

A. Eligibility

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

B. Use of Paid Time

The employee chooses the amount of PTO or personal discretion time, 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

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

29-12 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 active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. "Qualifying exigency" and "contingency operation" are defined in Section D of this Article.

Applies to members of the Reserves, National Guard, and retired members of the Regular Armed Forces or Reserves. Does not apply to a member of the Regular Armed Forces.

B. Use of Paid Time

The employee chooses the amount of PTO or personal discretion time, 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

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

29-13 CARE OF A COVERED SERVICEMEMBER

A. Eligibility

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

B. Use of Paid Time

The employee chooses the amount of PTO or personal discretion time, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted when the employee provides documentation acceptable to the University.

D. Maximum Duration

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

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.

29-14 MILITARY SERVICE

A. Eligibility

Employee is called to perform duty on a voluntary or involuntary basis in any branch of the Armed Services, regular or reserve, the Army National Guard, or the Air National Guard under competent authority and includes: active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

B. Use of Paid Time

The employee chooses the amount of PTO or personal discretion time, 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.

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

29-15 EDUCATIONAL

A. Eligibility

Employee is enrolled in a full-time, accredited educational program.

B. Use of Paid Time

The employee must use all available PTO prior to the start of the leave of absence.

- When an employee is granted a leave of absence for a period of six months or less, the employee is allowed to retain up to one hundred-twenty hours (120) of accrued PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written request will contain the number of hours of PTO the employee will retain.

C. Approval

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

D. Maximum Duration

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

E. Return to Work

Employee will be placed at their former pay grade.

F. Miscellaneous

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

Seniority will not accrue during an educational leave of absence. However, after a return to work from an educational leave of absence, an employee may regain their seniority in accordance with Section A, of Article 16.

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

29-16 UNION

A. Eligibility

An employee is elected or temporarily appointed to an elective office with the Union (Local 1583), Counsel 25 or the International Union.

or

An employee is elected for regular employment with the Union (Local 1583), Counsel 25, or the International Union.

B. Use of Paid Time

The employee chooses the amount of PTO or personal discretion time, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted upon written request of the Union.

D. Maximum Duration

The time period of the elective office, or granted for one year with extensions for additional periods to a maximum two calendar years if elected for regular employment.

E. Return to Work

Employee will be placed at their former pay grade.

29-17 UNION-EXCUSED ABSENCE

A. Eligibility

An employee is elected or selected by the Union to attend a conference or convention.

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

B. Use of Paid Time

The employee chooses the amount of PTO or personal discretion time, if any, to be used prior to the start of the leave of absence.

C. Approval

Granted upon written request of the Chairperson of the Bargaining Committee. However, the request can be denied if an oral or written request is received less than seven days prior to the requested time off. An oral request must be confirmed in writing.

D. Maximum Duration

Sufficient time to attend the conference or convention.

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

E. Return to Work

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

29-18 DISABILITY

Subject to, and consistent with the University Disability Plan as provided for in Article 33, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

SECTION C. DISCRETIONARY LEAVES OF ABSENCE

29-19 PERSONAL

A. Eligibility

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

Note: A personal leave of absence cannot be used to provide continued University employment for an employee who has accepted employment outside the University.

B. Use of Paid Time

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

- When an employee is granted a leave of absence for a period of six months or less, the employee is allowed to retain up to one hundred-twenty hours (120) of accrued PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written request will contain the number of hours of PTO the employee will retain.

C. Approval

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

D. Maximum Duration

One calendar year.

E. Return to Work

Employee's department will place the employee at their former pay grade.

SECTION D. REGULATIONS AND DEFINITIONS

29-20 OUTSIDE EMPLOYMENT

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

29-21 EQUIVALENT POSITION

To be considered equivalent, the position must have:

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

29-22 FAMILY MEMBER

- A. Spouse
- 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.

29-23 SERIOUS HEALTH CONDITION

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

- Inpatient care in a hospital, hospice or residential medical care facility, or
- Continuing treatment by a health care provider that includes one or more of the following:
 - a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or related period of incapacity relating to the same condition;
 - any period of incapacity due to pregnancy or for prenatal care;
 - any period of incapacity or treatment due to a chronic serious health condition;
 - a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

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

29-24 QUALIFYING EXIGENCY

Qualifying exigencies include the following:

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

provided the need for counseling arises from the active duty or call to active duty status.

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

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

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

29-25 CONTINGENCY OPERATION

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

29-26 COVERED SERVICEMEMBER

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.

29-27 SERIOUS ILLNESS OR INJURY (CARE OF A COVERED SERVICEMEMBER)

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

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

29-28 NEXT OF KIN (CARE OF A COVERED SERVICEMEMBER)

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

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

The service member 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 service member under the FMLA.

29-29 EXCUSED TIME – WITHOUT PAY

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

29-30 PTO

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

29-31 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.

29-32 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.

29-33 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.

29-34 FALSE PRETENSE

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

SECTION E. SEASONAL LEAVE OF ABSENCE

29-35 Not more than (150) seasonal leave of absence positions, University wide, may be established, including Flint and Dearborn campuses to include a prearranged period of inactive employment of from three (3) weeks to four (4) months. An employee working in such a position will not receive University pay nor be eligible for unemployment compensation during the period of inactive employment. Such a regular job opening will be posted designating the appropriate periods of inactive employment. The provisions of Article 20, Promotions and Other Transfers and Article 19, Reduction of the Working Force and Recall Procedures shall not be available for, or applicable to, any employee during the period of inactive employment. PTO accrual will cease during the period of inactive employment, and will resume upon return to work. University contributions to health, dental, and life insurance will continue during the seasonal leave of

absence and employee contributions to these plans (if any) will be deducted from the last paycheck prior to the seasonal leave. The Union will receive a quarterly report of employees on seasonal leaves of absence.

29-36 Effective with the August 2020 - May 2021 academic year, 50 additional Seasonal Leave appointments will be set aside for use by Michigan Dining Services only. Dining Services may not use these positions to convert current full-time, benefit-eligible positions into Seasonal Leave appointments, causing a reduction in the full-time staff of the bargaining unit.

29-37 SECTION F. PAID MATERNITY (CHILDBIRTH) AND PARENTAL LEAVES

Paid Maternity (Childbirth) and Parental Leave, shall apply in accordance with SPG 201.30-6.

- Maternity leave is available for births that occur on or after ratification of the agreement;
 - A special one-time eligibility period for the paid parental leave will apply for new parents who added children to their families within 90 days prior to ratification of the agreement;
 - Eligible employees who welcome a new child after ratification of the agreement may request up to six weeks of Parental leave to use within one year of the date of the child's addition to the family;
1. A material change to SPG 201.30-6 shall be subject to negotiations.

POLICY:

To support the University of Michigan's commitment to staff as they balance family, professional and academic responsibilities, the university is committed to providing paid time off for birth mothers and other parents that supports both the physical recovery associated with birth, and provides bonding time with children new to the family. For that purpose, the university provides paid maternity (childbirth) leave and paid parental leave.

2. PAID MATERNITY (CHILDBIRTH) AND PARENTAL LEAVES

A. MATERNITY (CHILDBIRTH) LEAVE

Birth mothers are eligible for up to six weeks (240 hours with a full-time appointment) of paid time off for physical recovery immediately following birth.

1. Eligibility: Effective upon hire
2. Scheduling: This time must be taken as a single block of time.
3. Availability: Immediately following childbirth.

B. PARENTAL LEAVE – ALL PARENTS

All parents including birth mothers who take maternity (childbirth) leave, are eligible for up to six weeks (240 hours with a full-time appointment) of paid time off to bond with a newborn, newly adopted or newly fostered child, or child for whom legal guardianship has been appointed.

1. Eligibility for parental leave is effective six months from hire with at least a 50% appointment.
2. Scheduling: Parental leave is intended to be taken as a single, continuous block of time. Units must allow a single block of time if requested, and scheduling the time is at the discretion of the department. Parental leave not taken in a single block may be requested but requires departmental approval. Units may establish scheduling guidelines for intermittent use of this time so as not to interfere with the operations of the unit.
3. Availability: Parental leave is available for use within one year of the event.

3. DEFINITIONS

- A. Parent: Staff member who is legally responsible for the child: including birth mother, father, non-birth parent, adoptive and foster parent, and legal guardian.
- B. Birth mother: Any person who gives birth.

- C. Event: The arrival or placement of a newly born, adopted or fostered child, or child for whom legal guardianship has been appointed.
- B. Legal Guardianship: Court appointed responsibility for the care and custody of a minor child.

4. PAID MATERNITY (CHILDBIRTH) AND PARENTAL LEAVE OVERVIEW

For a complete overview of the policy, please see SPG 201.30-6

	Maternity (Childbirth) Leave	Parental Leave
Who will use the leave?	Birth mother	All parents (including birth mother) and legal guardians of children
What is the purpose?	Physical recovery from childbirth	Bonding with a new child
How long is the leave?	Up to 6 weeks (240 hours with a full-time appointment)	Up to 6 weeks (240 hours with a full-time appointment)
When is the leave available to use?	Immediately following childbirth	Within 12 months of the birth or placement for adoption, foster care or legal guardianship (with scheduling subject to department approval)
How often may the leave be used?	With each birth event	With each birth or adoption event; once every 12 months for foster care and legal guardianship events
When does eligibility begin?	Upon hire	Upon completing 6 months of service*
Who is eligible to take the leave?	See Section 2. A. above	See Section 2. B. above

*Birth or placement with parents must take place after the employee completes six months of service to be eligible for parental leave.

ARTICLE 30
GROUP LIFE INSURANCE

- 30-1 The University Group Life Insurance Plan shall be as provided by the University within the Benefits Program. The University plan offers \$30,000 of life insurance coverage with the full cost paid by the University.
- 30-2 The Optional Life Insurance Plan shall be provided by the University within the Benefits Program. The amount of Optional Life Insurance coverage elected by an employee may range from \$5,000 at the minimum to an amount equal to eight (8) times the employees salary, up to a maximum of \$1,500,000. Salary as indicated is based upon an employee's job rate for a normal 40-hour work week excluding overtime and other premiums. The cost of the Optional Group Life Insurance Plan is fully paid by the employee and is determined by the amount of coverage selected, current age, smoking status, and current salary. The amount of coverage chosen and its cost will increase when salary increases. The cost will also increase when moving into the next higher age bracket.
- 30-3 The Dependent Life Insurance Plan shall be as provided by the University.

ARTICLE 31
HEALTH INSURANCE

- 31-1 University Benefit Plans shall be as provided by the University in the same manner and to the same extent as provided to the University employees not represented by a Union. Each benefit plan shall be as provided by the University and may be amended, but not eliminated. Prior to the execution date of this Agreement the Union has had the opportunity to have explained each benefit plan 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.
- 31-2 If the University increases its monthly contributions or improves benefits provided in this Article for University employees not represented by a labor organization, it will increase its monthly contribution and provide the improved

benefits for employees in the bargaining unit in the same manner and to the same extent.

- 31-3 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.
- 31-4 No matter concerning the benefit plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provision of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

ARTICLE 31A

GROUP DENTAL INSURANCE PLAN

- 31a-1 The Group Dental Insurance Plan shall be as provided by the University within the Benefits Plan. Prior to the execution date of this Agreement the Union has had the opportunity to have explained the dental plan coverage available during the term of this Agreement and from which an employee can select coverage. In the event of any changes in the coverage, the Union will be notified 90 days prior to the effective date of change.
- 31a-2 In addition, and if the University increases its monthly contribution for University employees not represented by a Union, the University will increase its contributions for employees in this bargaining unit in the same manner and to the same extent.
- 31a-3 The Group Dental Plan shall be as provided by the University within the Benefits Plan. Employees have a choice of three dental plan options. During the term of this Agreement no less than the University of Michigan Dental Plan, Option I schedule of benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified 90 days prior to the effective date of change. The University contribution toward dental plan coverage will be as provided in the same manner

as provided to employees not represented by a union. University employees who do not elect to opt out or enroll in a dental insurance plan within 30 days of the eligibility date will be automatically enrolled in the employee only University of Michigan Dental Plan Option I.

- 31a-4 If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government to another entity for dental benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes OR premiums paid by the University shall be included in the total dollar limitation provided in this Article.

ARTICLE 31B

OTHER BENEFIT PLANS

- 31b-1 The Legal Plan; Flexible Spending Accounts (Health and Dependent Care) and a Vision Plan shall be as provided by the University within the benefit plans. The University will maintain access to the above employee-paid benefit plans during the life of the contract.

ARTICLE 32

TRAVEL ACCIDENT INSURANCE

- 32-1 During the term of this Agreement and consistent with the terms of the Travel Accident Insurance Plan, the following, without cost to an employee, will be provided and maintained:
1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or ten (10) times hourly rate times 2,080 hours, whichever is more, but not to exceed \$500,000, except as the amount may be reduced proportionately by a catastrophic accident.
 2. The principal sum will be paid for loss of life or any member (hand, foot, arm, or leg), not to exceed \$500,000.
 3. One-half the principal sum for loss of sight in one eye.
 4. Disability benefits.

ARTICLE 33
DISABILITY PLAN

33-1 During the term of this Agreement and consistent with the terms of the Disability Plan, the following, without cost to an employee, will be provided and maintained:

1. An eligible full-time employee shall receive a disability income which shall be 50% of the employee's monthly base income (hourly rate times 2,080 divided by twelve [12]) or \$1,200.00 per month, whichever amount is less.
2. In the event that cash benefits are received from other sources as set forth in the Plan, the disability income set forth in 1. above shall be adjusted so that the combination of disability income and cash benefits of other sources shall not exceed:
 - A. 75% of the employee's gross monthly base income;
or
 - B. the employee's net monthly base income (gross monthly base income minus the employee's regular retirement, health insurance, federal income tax, state income tax, life insurance, and FICA deductions) whichever amount is more. Deductions will be calculated using the employee's actual dependency status.
3. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions shall be made by the University, if and when applicable as provided in the Disability Plan.

ARTICLE 34
RETIREMENT PLAN

34-1 The Retirement Plan shall be as provided by the University. It is understood that the retirement plan may be amended, except the following consistent with the terms of the retirement plan shall be provided and maintained:

1. Earnings eligible for University and employee contributions toward the retirement plan shall be determined by the employee's base salary, excluding additional forms of pay such as, 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, on call pay, call back pay, administrative differential, added duties differential, and longevity pay.
2. Employees hired on or after January 1, 2010 are eligible for the university contribution after completion of a waiting period of 12 consecutive months since hire.
3. Effective January 1, 2020, the University will contribute an amount equal to ten (10) percent of an employee's earnings each month and the employee will contribute an amount equal to five (5) percent of the employee's earnings each month.
4. At the option of the employee, age thirty-five (35) or older, with two years of service and working at a 100% appointment effort, the University will contribute an amount equal to five (5) percent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, the University will contribute an amount equal to ten (10) percent of an employee's excess earnings each month and the employee will contribute an amount equal to five (5) percent of the employee's excess earnings each month.

ARTICLE 35

LONGEVITY PAY

SECTION A. ELIGIBILITY

- 35-1 An employee will be eligible for annual longevity pay in accordance with Section B. of this Article if (1) the employee received pay as an employee in the calendar year preceding the year of payment and (2) except as provided in Section D., the employee is still an employee on June 30 in the year of payment.

NOTE: Employees hired after March 26, 2013 are ineligible for longevity payments.

SECTION B. SCHEDULE OF PAYMENTS

35-2 Longevity pay shall be based on seniority as of June 30 in the year of payment and shall be computed as a percentage of Form W-2 gross earnings for the calendar year preceding the year of payment in accordance with the following schedule:

35-3 Percentage of Form W-2 Gross Earnings not to exceed:

\$16,000 in calendar year 2017
\$16,500 in calendar year 2018
\$17,000 in calendar year 2019
\$17,500 in calendar year 2020
\$17,500 in calendar year 2021
\$17,500 in calendar year 2022
\$17,500 in calendar year 2023
\$17,500 in calendar year 2024

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 yrs.	8%

SECTION C. PAYMENT DATE

35-4 Longevity pay to an eligible employee shall be paid no later than July 31 in the year of payment.

SECTION D. RETIREMENT OR DEATH

35-5 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.

35-6 Such longevity pay shall be prorated on the basis of completed calendar months of service from the preceding June 30 to the date of retirement or death.

ARTICLE 36
TUITION SUPPORT PROGRAM

SECTION A. ELIGIBILITY

- 36-1 An employee will be eligible to receive tuition support as provided in Section B of this Article if (1) the employee has more than six (6) months seniority at the time of enrollment in educational course approved by the University at, or through, an educational or training institution approved by the University and (2) the employee successfully completes the educational course and (3) the employee was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses and a certificate of satisfactory completion for a non-credit course.
- 36-2 An "educational course," within the meaning of this Article, is one which either (1) is job-related or (2) prepares the employee to enroll in one that is job-related. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

SECTION B. AMOUNT OF SUPPORT

- 36-3 University of Michigan Courses. Full-time employees will receive seventy-five percent (75%) of the cost of in-state tuition plus registration fees for up to four (4) credit hours per term. Part-time employees whose normal schedule of work is at least twenty (20) hours per calendar week, but less than forty (40) hours per calendar week, will receive tuition support proportional to that received by a full-time employee. Non-University of Michigan Courses. Full-time employees will receive tuition support of not more than seventy-five percent (75%) per term for the cost of tuition plus registration fees paid by the employee. In no case shall an employee receive tuition support in excess of the amount provided in the Standard Practice Guide, for courses taken in any twelve (12) month period. (<http://spg.umich.edu/policy/201.69>) At the option of the employee, tuition support under this Article may be paid as either reimbursement or an advance. Part-time employees whose normal schedule of work is at least twenty (20) hours per calendar week, but less than forty (40) hours per calendar week, will receive tuition support proportional to that received by a full-time employee.

- 36-4 If the University increases the tuition support amounts for University employees not represented by a union, the University will increase the amounts for employees in this bargaining unit in the same manner and to the same extent.

SECTION C.

- 36-5 To the extent possible, staff members should plan to take courses scheduled at times that will not require absence from work during regular work hours.
- 36-6 In the event attendance at an approved course will necessitate an absence during normal work hours, various accommodations are possible, depending on the needs of the unit and the staff member. Any accommodation, including release time that does not exceed three (3) hours per week, may be granted at the discretion of the unit supervisor.

ARTICLE 37

HEALTH AND SAFETY

SECTION A.

- 37-1 The University shall continue to provide for the health and safety of employees during the hours of their employment. In this regard the University will receive and consider written recommendations with respect to unsafe conditions or other health and safety ideas from any employee or the Union.
- 37-2 A Joint Health and Safety Committee of University and Union representatives shall meet at least once a month for a regularly scheduled meeting to discuss unsafe conditions, health and safety ideas. At least one calendar week prior to the meeting, the University and/or the Union shall submit an agenda of matters to be discussed to the other party. If no such agenda is submitted, there shall be no meeting. If the Joint Health and Safety Committee feels that an investigation should be made concerning a particular practice or rule that affects the health and safety of employees, one regular Union member and one regular University member shall be designated to promptly investigate and thereafter report their findings to the Joint Health and Safety Committee which may make an appropriate recommendation to the University. The University shall respond in writing to the Joint Health and Safety Committee within seven (7) calendar days after receipt of any recommendation requesting action. Nothing in this

section shall preclude or limit the University from conducting its own investigations and taking whatever action it deems necessary at any time. Representatives of the Union, not to exceed four (4), who have been designated as regular members of the Joint Health and Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting or participating in an investigation for the Joint Health and Safety Committee. The University and the Union shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members.

SECTION B.

- 37-3 It is recognized and understood by the Union and the University that some of the work performed by employees in this bargaining unit involves potential hazards and risks inherent in the work itself.
- 37-4 A working condition, procedure, operation or process will not, for the purpose of this Article, be considered unsafe if the work and the methods, practices and procedures required to perform it are in conformance with established and accepted industry practices and procedures and with recognized and accepted safety standards and protocols.
- 37-5 Whenever an employee alleges that an unsafe condition exists on a work assignment to which they have been assigned, and the unsafe condition could with reasonable certainty cause serious physical harm or disabling illness or injury, the employee shall immediately contact his 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 University Department of Occupational Safety and Environmental Health 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 (who may nevertheless be required to perform the assignment) may immediately request the Chief Steward 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 two (2) working days. Should an investigation by the University Department of Occupational Safety and Environmental Health 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.

- 37-6 It is understood and agreed that the Union, consistent with Article III, Section A., does not condone any abuse of the provisions of this Section, and that an employee who intentionally makes false claims or refuses to perform a work assignment when no unsafe condition exists shall be subject to discipline.

SECTION C.

- 37-7 An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as possible. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to University Hospital, if practicable, otherwise to another medical facility. The injured employee shall be paid at the employee's hourly rate of pay, plus shift premium, if applicable, for the time lost from work, provided the employee returns to work and finishes out the shift following treatment, unless on doctor's orders the employee is told not to return to work, 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 scheduled shift or for any overtime hours.

ARTICLE 38

DISCIPLINE

SECTION A.

- 38-1 All decisions on any disciplinary actions for employees with seniority shall be made on the basis of whether or not there is

just cause. The parties agree that discipline should be both corrective and progressive rather than punitive. In that regard, the University will follow a discipline procedure which is both corrective and progressive. The application of the discipline procedure will generally be a documented oral warning, written warning, a one-day disciplinary layoff, a two-day disciplinary layoff or written warning in lieu of disciplinary layoff (paper DLO - for absenteeism only), and discharge. However, in the case of an employee who has remained discipline free for a period of one year, the supervisor will repeat a step before moving forward with progressive discipline. A paper DLO will be clearly identified as such, and used as disciplinary action for unexcused absenteeism. In any individual situation, the extent of disciplinary action taken will depend on the facts, including mitigating and aggravating circumstances, available at the time the decision is made. For serious offenses, steps of progressive discipline may vary.

SECTION B. GUIDELINES FOR ADDRESSING LATE ARRIVALS/EARLY DEPARTURES

- 38-2 All employees are expected to maintain a regular and reasonable schedule of attendance. Regular and prompt attendance is an expectation of University employment. To compensate for unexpected and unforeseen circumstances, the University offers generous time off plans for use in emergencies. Equally, an employees' presence at work is important to University operations and all University departments are serious about their intent to maintain a low rate of tardiness/absenteeism.
- 38-3 Entitlement to unscheduled PTO for any day on which an employee is absent from work due to illness or other unforeseen event is granted if notice to the employee's supervisor or designee is provided 60 minutes before the start of the employee's scheduled work time. Where it is impossible to provide such notice within the time prescribed, notice shall be given as soon as the circumstances allow. Failure to provide requested notification will deprive the employee of their right to be paid for the scheduled work day and not be entitled to pay for any subsequent time until notice of cause is provided, if requested.
- 38-4 It is the employee's responsibility to maintain an adequate balance in their paid time off accounts for use in unscheduled cases. Employees who are unable to meet their employment

obligation of regular and reasonable attendance or are chronically late or absent due to unscheduled events shall be subject to corrective actions up to and including discharge. Other considerations that might be indicative of the need for evaluation may include, but are not limited to:

- A pattern of absences that are:
- A pattern of frequent or repeated absences is identified
- A vacation day is requested and denied

38-5 In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously. Additionally, the University will consider distinctions between late arrivals/early departures of two-tenths of an hour (twelve (12) minutes or less), versus those that exceed twelve (12) minutes. Therefore, in the spirit of fairness and equity, the University will consider three (3) late arrivals/early departures of twelve minutes or less as one occurrence in the progressive disciplinary process.

SECTION C.

38-6 When the University intends to order an employee to leave work for disciplinary reasons, issue a DLO or paper DLO, the employee's steward shall be notified by the University and without loss of time or pay, be afforded the opportunity to be present and hear the reasons, and thereafter be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the premises, provided, however, if the immediate removal of the employee from University premises is necessary or if the employee is not otherwise available, such opportunity to be present and thereafter consult need not be afforded. In the event immediate removal is necessary, the University, within the shift, shall notify the Union of the incident. If the steward is not present before the employee leaves work, the steward shall hear the disciplinary reasons upon arrival. It is understood that this Section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the steward or notice to the employee that the steward has been called. It is also understood that the steward is present as an observer only and that the grievance procedure is the appropriate procedure to review the merits of the disciplinary action taken.

SECTION D.

- 38-7 The University shall notify the Chairperson of the Bargaining Committee or their designated representative, prior to discharging an employee. Thereafter, and prior to final decision by the University, the Union shall have the opportunity to review the case with the University provided such review is requested by the Union within two (2) calendar days after notification by the University of such proposed action.
- 38-8 The University shall give the Chairperson of the Bargaining Committee, or their designated representative written notification of any disciplinary action taken which involves a 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.
- 38-9 The review shall be held within two (2) calendar days after request by the Union. The employee and the employee's immediate supervisor and one other University employee (not necessarily in the bargaining unit) named by the Union who may be in possession of relevant facts will be at the review unless this requirement would not permit the review to be held within the two (2) calendar day period because of the unavailability of the employee or the absence from work of the supervisor, provided however, the University and the Union may arrange for another mutually agreeable time. In addition, the employee and each representative of the Union, not to exceed two (2), who lose time from the assigned schedule of work while attending such a review, shall not suffer loss of time or pay provided permission is received from the employee's immediate supervisor to leave work and the employee reports back to the immediate supervisor when the review has been completed.
- 38-10 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 the decision. In the event a suspension lasts for fourteen (14) or more calendar days and a decision has not been made, the Union may request a meeting with the University to discuss the employee's status. If at that meeting the Union requests a decision, the University will take disciplinary action within the

next two (2) calendar days based on the information available to the University at that time.

- 38-11 As a result of a Disciplinary Review Conference (DRC), (with the exception of criminal investigations), a suspension will be no longer than fourteen (14) calendar days following the DRC in order to allow the University time to evaluate the evidence and make a decision about the employee's employment status. If after this fourteen (14) day period the University has not made a decision, the University shall begin to pay the employee for all time not worked going forward.
- 38-12 Investigations for criminal activity may be extended to twenty-one (21) calendar days following the DRC. If after this twenty-one (21) day period the University has not made a decision, the University shall begin to pay the employee for all time not worked going forward.
- 38-13 Other facts that may come to the attention of the University subsequent to this AFSCME initiated decision, shall not adversely affect the decision that was made.
- 38-14 The University will schedule a DRC no later than the second grievance hearing day after the employee is suspended, if this exceeds the fourteen (14) or twenty-one (21) days referenced above, the University will pay the employee for all time not worked going forward. By mutual agreement with the Bargaining Chair, timelines may be extended.

SECTION E.

- 38-15 A grievance which (1) concerns a 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 was clearly excessive, may be processed through the Grievance and Arbitration Procedures provided it is submitted in writing at Step 2 within ten (10) calendar days after receipt by the Union of the University's written notification of the disciplinary action. Failure to submit a written grievance by the Union on behalf of the employee within the ten (10) calendar day period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

SECTION F.

- 38-16 If any grievance alleging a violation of this Article should be taken to Arbitration, the arbitrator's authorization 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:
 - a. was taken arbitrarily or
 - b. was excessive; otherwise they must affirm it.
 2. If the arbitrator finds there was no just cause, they shall nullify the disciplinary action taken.
 3. A paper DLO appealed to arbitration will be held in abeyance at the Union's option without prejudice to the Union until such time that the grievance is either heard at arbitration or withdrawn by the union because the time limits of Section B of Article 38 have expired, or for any other reason by the union.

SECTION G.

- 38-17 Whenever time limits are used in this Article, actual receipt or a postmark, if mailed, will control in accordance with paragraph 16-10.

SECTION H. INTERMITTENT NO-CALL/NO-SHOW

- 38-18 If an employee is absent from work for three (3) non-consecutive days within a 12-month period without notifying the University, except when failure to notify or work is due to circumstances beyond the control of the employee, the following progressive discipline shall apply:

First incident: One Day DLO

Second Incident: Two Day DLO

Third Incident: The University will schedule a DRC with the Union to discuss the circumstances of the case, which may result in further discipline, up to and including discharge.

ARTICLE 39
GRIEVANCE PROCEDURE

SECTION A. UNION REPRESENTATION

- 39-1 Employees shall be represented by the Union in the grievance procedure as follows:
- 39-2 One steward and one alternate steward for each shift, geographic area, facility or department (hereinafter called district) set forth in Appendix C. Each steward and alternate steward shall be an employee with seniority working within the district they represent.
- 39-3 No steward or alternate steward shall be assigned to a work location outside of the district they represent except as provided by Article 19, in which case Section C. of Article 19 shall be applicable.
- 39-4 The alternate steward shall only represent an aggrieved employee when the steward is absent from work.
- 39-5 When both the steward and the alternate steward are absent from work, the aggrieved employee shall be represented by a steward, from one other district where there is a steward on the shift made known to the University as provided in paragraph 39-18.
- 39-6 When no steward or alternate steward from the aggrieved employee's district, or no steward or alternate steward from one other district is available, the aggrieved employee may be represented by the Chief Steward who represents the classification to which their position is assigned.
- 39-7 If the Chief Steward is not available, the President or Chairperson of the Bargaining Committee will be called. In such a case the Chairperson or President will either represent the employee or identify another who will represent the employee.
- 39-8 When a steward has a grievance, they shall be represented by the alternate steward if they so request.
- 39-9 One chief steward for each combination of classification groupings for employees of the Ann Arbor Campus as set forth in Appendix C. Each chief steward shall be an employee

with seniority assigned to one of the classifications the chief steward represents.

- 39-10 In addition there shall be a chief steward for employees working in the Medical Center and a chief steward for employees in the rest of the bargaining unit at the Ann Arbor Campus. Each such chief steward shall be an employee with seniority working within the area the chief steward represents and on a shift which starts on or after 12:00 p.m.
- 39-11 One chief steward for employees working at the Dearborn Campus. The chief steward shall be an employee with seniority working at the Dearborn Campus.
- 39-12 One chief steward for employees working at the Flint Campus. The chief steward shall be an employee with seniority working at the Flint Campus.
- 39-13 When a chief steward has a grievance, they shall be represented at *Step One* of the grievance procedure by the chief steward working nearest to them if they so request, or in the alternative, the Chairperson of the Bargaining Committee or their designated representative may begin such a grievance at *Step Two*.
- 39-14 The Chairperson of the Bargaining Committee or their designated representative(s) who shall be employee(s) with seniority.
- 39-15 The University and the Union shall on the request of either party meet to redistrict by mutual agreement, including an increase or decrease in the number of stewards. In the event the parties cannot agree, the question of adequate representation shall be decided by an arbitrator based on the presentation of the facts and arguments of the parties.
- 39-16 A district steward or Chief Steward, while on leave of absence, may represent employees in the grievance procedure as set forth in this Article with mutual consent of the University and the Union. In such an event, the steward's or Chief Steward's time shall be unpaid.

SECTION B. UNIVERSITY REPRESENTATION

- 39-17 The University will be represented in the grievance procedure as follows:

- Step 1: The immediate supervisor of the aggrieved employee.
- Step 2: The University Review Committee, including the department head, or equivalent level of supervisor (or designated representative), of the aggrieved employee;

SECTION C.

- 39-18 The Union shall furnish the University Review Committee with a list of the stewards, alternate stewards, chief stewards and executive officers. Any changes in the list shall be reported promptly to the University Review Committee in writing.
- 39-19 The University shall furnish the Union with a list of its department heads, or equivalent level of supervisor, and their office location and the members of its Review Committee. Any changes in the list shall be reported promptly to the Union in writing.

SECTION D. EMPLOYEE GRIEVANCE

- 39-20 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) the 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 G., except that the Chairperson of the Bargaining Committee or their designated representative in the Chairperson'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 refuses to process their grievance. Such a grievance by the Chairperson of the Bargaining Committee or their designated representative, in addition to the requirements of paragraph 39-30, must set forth the reasons the employee refuses to process the grievance.

SECTION E. GROUP GRIEVANCES

- 39-21 In the event that employees have a group grievance, it shall be sufficient if one employee or their steward or chief steward submits the grievance on behalf of all named 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. Such group grievances shall begin at that step of the grievance procedure where all affected employees have a common supervisor.

SECTION F. UNION GRIEVANCES

- 39-22 A Union grievance is defined as a disagreement, other than one which can be processed under Section D. or E. 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 this Agreement on a question which is not an employee grievance.
- 39-23 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 Chairperson of the Bargaining Committee or the Chairperson's designated representative, on behalf of the Union.

SECTION G. PROCEDURE

- 39-24 The following grievance procedure shall be the means for resolving grievances:

STEP ONE – ORAL PRESENTATION

- 39-25 An employee promptly should notify the employee's immediate supervisor that they may have a grievance. A grievance meeting for resolution of the potential grievance shall be scheduled with the employee, district steward and immediate supervisor as promptly as practicable, but in any event during the employee's next eight (8) regular working hours following the request, or at any other time if mutually convenient, provided that the request for the meeting is made within the fifteen (15) calendar day period following the day on

which the employee had knowledge of the facts giving rise to the potential grievance. Before the meeting, the district steward, at the steward's request, shall have the opportunity to discuss the concerns with the employee and with other employees in their district, one at a time, in possession of facts relevant to the potential grievance, for a reasonable period of time at a place provided by the immediate supervisor.

- 39-26 The purpose of the meeting is to discuss the grievance and to engage in problem solving in an attempt to reach a mutually agreed resolution.
- 39-27 If the aggrieved employee does not receive a satisfactory oral answer, or if the employee does not receive any answer, within one (1) mutual working day following the day of the oral presentation and upon written request by the involved employee on a form provided by the University, the employee's immediate supervisor will make the necessary arrangements for the employee to meet with the Chief Steward within three (3) working days. The purpose of the meeting is to discuss the grievance.
- 39-28 The Chief Steward, at their request, shall have the opportunity to discuss the grievance with the employee, the employee's district steward, and other employees in the employee's district, one at a time, in possession of facts relevant to the grievance for a reasonable period of time at a place provided by the immediate supervisor.

STEP TWO – WRITTEN GRIEVANCE SUBMISSION

- 39-29 In review of the facts relevant to the grievance, the Chief Steward may reduce the grievance to writing for submission to Step Two.
- 39-30 The grievance shall be dated and signed by the aggrieved employee and shall set forth the name of the steward, the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired.
- 39-31 The Chief Steward shall provide a copy of the written grievance to the aggrieved employee, the district steward, Union office and the aggrieved employees' supervisor.
- 39-32 The grievance shall be considered submitted at Step Two when received by the University Review Committee for written

answer, provided it is submitted within the ten (10) calendar day period following the day of receipt of an unsatisfactory answer at Step One. The Chairperson of the Bargaining Committee or their designated representative may submit the written grievance to the University Review Committee.

39-33 Upon receipt of the written grievance, the University Review Committee shall set a place and time during working hours, or outside of working hours if mutually convenient within the next fourteen (14) calendar day period for a hearing of the grievance with the Chairperson of the Bargaining Committee, or the Chairperson's designated representative, and at the option of the Chairperson, or the Chairperson's designated representative, the aggrieved employee, the employee's chief steward and/or a Council 25 representative. The University Review Committee shall provide at least five (5) calendar days notice to the parties as to the scheduling of such a hearing. The aggrieved employee will sign a notice as acknowledgement to the date, time and location of the hearing. It is understood that this section does not apply to cases where the employee is not actively employed and at work; such as a leave of absence, suspended, discharged, absent without permission or otherwise absent.

39-34 In such a case the University Review Committee shall notify the Chairperson of the Bargaining Committee and make arrangements for the employee's chief steward and/or the employee, if presence is requested as provided above, to be present for the *hearing*. *Prior to* the hearing of the grievance and if the employee's chief steward is not present, the Chairperson of the Bargaining Committee, or their designated representative, at their request, shall have the opportunity to discuss the grievance with the aggrieved 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 Review Committee. In the event an aggrieved employee, fails to appear, the Chairperson of the Bargaining Committee or their designated representative will have the opportunity to present the case and an answer will be issued based on the facts known to the University at the time of the hearing. If the failure of the aggrieved employee to appear was due to facts and circumstances beyond their control, the hearing will be rescheduled.

39-35 The written answer will be issued within the forty-five (45) calendar day period following the date of the Step Two

hearing, except in the case of a grievance involving a discharge, the time period shall be thirty (30) calendar days.

39-36 In potential violations involving the duration of employment of a temporary employee as is indicated in paragraph 1-5, the Union will provide the University with a list of the temporary employees. The University will then gather information on the employment of the temporary employees within thirty (30) calendar days and hold a conference to share the information. The time limits for filing a grievance as a result would begin as of the day of the conference.

39-37 As an alternative to the Step Two hearing, and at the request of either party, following discussion and mutual agreement, a written grievance similar in facts, circumstances and an alleged contractual violation (s) may be added as an addendum to an existing grievance. In such a case, the grievance will not be heard at the Second Step of the grievance procedure. The final disposition of the appended grievance(s) will be the same as the original grievance.

39-38 A written answer regarding an employee who has been placed into the bargaining unit with retroactive pay and benefits, will specify the following:

1. Employee name
2. Department
3. Former classification and new classification
4. Seniority date
5. Effective date of change
6. Former rate of pay and new rate of pay
7. Number of hours of back pay
8. Total amount of back pay earned
9. Number of hours of PTO accrual.

SECTION H. INVESTIGATION BY INTERNATIONAL AND COUNCIL REPRESENTATIVES

39-39 Upon request to the University Review Committee, a representative of the International and a representative of Council 25 who will represent an employee in the grievance or arbitration procedures, may visit the University for the purpose of preparing the case for presentation.

39-40 During such a visit, the representatives of the International or Council 25 may view any area of the University relevant to the

grievance with the Chairperson of the Bargaining Committee. A representative of the University, at its option, may accompany the parties. In addition, the International and/or Council 25 representatives and the Chairperson of the Bargaining Committee 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.

- 39-41 During any such visit, the representatives shall not in any way interfere with the orderly and efficient operation of the University.

SECTION I. PAY, TIME LIMITS AND ADJUSTMENT

- 39-42 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.

- 39-43 A steward, alternate steward, or chief steward, or the 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. Oral presentation,
2. Reducing the grievance to writing,
3. Discussion of grievance with the employee and other employees, or
4. Hearing.

- 39-44 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.

- 39-45 If the aggrieved employee or the Union, as the case may be, does not submit the employee's grievance to Step Two of the grievance procedure within the prescribed time limit, the grievance shall be considered settled on the basis of the University's answer at Step One, except the University Review Committee may extend the time limit for submission to Step Two, providing the extension is requested by the aggrieved employee or the Union before the time limit ends.

- 39-46 The Chairperson of the Bargaining Committee, the aggrieved employee and the employee's chief steward shall all receive a copy of all written answers.

SECTION J. LIABILITY

- 39-47 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:

- 39-48 The period prior to forty-five (45) calendar days prior to the time a satisfactory oral answer is received at Step One or the period prior to sixty (60) calendar days prior to the time the written grievance is submitted at Step Two.

- 39-49 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 K. WITHDRAWAL OF GRIEVANCE

- 39-50 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 40 ARBITRATION

SECTION A. SUBMISSION TO ARBITRATION

- 40-1 The Union, at its discretion, may be represented by an outside advocate in selecting arbitrators and hearing dates; and in assigning and presenting arbitration cases.

- 40-2 A grievance as defined in this Agreement, which is properly submitted to Step Two of the grievance procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union if the aggrieved employee does not receive a satisfactory written answer, or if the employee does not receive a written answer within the forty-five (45) calendar day period (thirty [30] calendar day period for a grievance involving a discharge) following the date of the employee's Step Two hearing, provided the Union gives written notice to

the University Review Committee within the twenty-eight (28) calendar day period following the day of receipt of an unsatisfactory answer at Step Two. Such notice shall identify the grievance and the issue and state the provisions of the Agreement involved. If no such notice is given within the applicable twenty-eight (28) calendar day period, the grievance shall be considered settled on the basis of the Step Two answer. AFSCME 1583/Council 25 will notify the University when an arbitration case is closed and there is no longer intent to arbitrate. The University, Local and Council will meet quarterly in a pre-arbitration conference to review accepted cases in an attempt to resolve.

SECTION B. SELECTION OF ARBITRATORS

- 40-3 Following the written notice to the University Review Committee, the University and the Union may attempt to select an arbitrator. If an arbitrator is not selected by mutual agreement within the seven (7) calendar day period following receipt of the written notice, unless extended by mutual agreement, then within the next seven (7) calendar days only, unless extended by mutual agreement, the arbitrator shall be selected on a blind draw from a panel of arbitrators mutually agreed to by the University and the Union. In the event an arbitrator does not accept selection, the blind draw will be repeated until an arbitrator is designated. This panel of arbitrators from which the blind draw is made may be changed from time to time by mutual agreement of the parties.
- 40-4 If at any time the panel is reduced to less than two (2) and the parties cannot agree on new panel members, either the University or the Union, or both, within the next seven (7) calendar days only, may request the American Arbitration Association to submit a list of five (5) qualified arbitrators, none of whom may be in the employment of the University. If one of the five (5) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Union until one name remains. The remaining person shall act as the arbitrator.
- 40-5 The arbitrator selected shall be for a single grievance unless the parties mutually agree otherwise.
- 40-6 In the event that the University and the Union request and receive a date or dates from an Arbitrator without a specific

case assigned, the University and the Union will promptly assign a case or cases to the offered date. Cases will be assigned alternately by the Union and the University, except that any discharge case that is older than nine (9) months will be scheduled next, in order of discharge date. Whenever practicable, assignment of cases and changes therein should be confirmed in writing.

SECTION C. TERMS & CONDITIONS OF ARBITRATION

- 40-7 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
- 40-8 The University and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.
- 40-9 The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
- 40-10 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 payment the employee may have received during the employee's period of suspension from employment with the University.
- 40-11 An employee who loses time from work during the employee's assigned working hours when testifying during an arbitration hearing shall do so without loss of time or pay.
- 40-12 The arbitrator's decision when made in accordance with their jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.
- 40-13 The fees and expenses of the arbitrator, shall be shared equally by the University and the Union, except that if the Union does not receive a written answer or the written answer is not postmarked within the forty-five (45) calendar day period (thirty [30] calendar day period for a grievance involving a discharge) following the date of the Step Two hearing, 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 if the grievance is sustained by the arbitrator. If the University or the Union request postponement of a scheduled hearing date for a specific case, the requesting party will pay the full fees and expenses of the arbitrator if their position is not sustained by the arbitrator.

- 40-14 Either the University or the Union may arrange at its own expense, unless the parties mutually agree to share the expense, for a court reporter to record and/or transcribe the hearing. The transcript, or a copy of the transcript, shall be available to the Arbitrator. In the event that the party which did not arrange for the court reporter wishes a copy of the transcript, the cost of the court reporter and transcripts shall be shared equally.

ARTICLE 41

SPECIAL CONFERENCE

- 41-1 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 as to time and place can be made.
- 41-2 All Special Conferences shall be arranged through the Bargaining Chairperson, or their designated representative and a designated representative of the University Human Resources Office.
- 41-3 Representatives of the Union and employees not to exceed six (6) shall not suffer loss of time or pay when absent from their assigned schedule of work for the purpose of attending a Special Conference.
- 41-4 Conferences may be attended by representatives of Council 25 and the International.
- 41-5 It is understood that Special Conferences shall not be for the purpose of continuing collective bargaining negotiations, nor, in any way, to modify, add to or detract from the provisions of this Agreement, nor to change or alter the rights of either the University or the Union under the terms of this Agreement.

ARTICLE 41-A
LEAD PERSON PAY

41a-1 An employee who, in addition to their normal duties and responsibilities, is specifically assigned by their immediate supervisor the responsibility to assign and coordinate the work of three or more assigned assistants and to see that the assignment runs smoothly and efficiently and to answer to their immediate supervisor for progress or lack of progress and the quality of the work being done shall be paid their normal hourly rate, plus \$1.25 per hour, plus shift premium or special schedule premium if applicable, for the entire shift in which the employee works in such an 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, customer relations, 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 article shall be construed to mean that an employee must be assigned these responsibilities, or that the employee must accept such an assignment. Such assignments are offered solely within the discretion of the University. At the request of either party, a special conference to evaluate this program, including any problems or difficulties, will be scheduled within 72 hours. Following the discussion and failing successful resolution, at the Union's request, the University, will discontinue the specific assignment in question within 7 days. For lead person assignments of at least 30 calendar days, and at the employee's request, documentation of lead person responsibility will be noted in the employee's personnel folder.

ARTICLE 42
BARGAINING UNIT WORK

SECTION A.

- 42-1 It is not the University's intention to have work regularly and customarily performed by employees in the bargaining unit performed on University operated premises by sources outside the University during the term of this Agreement.
- 42-2 In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit

performed on University operated premises by a source outside the University, no employee in the bargaining unit shall suffer a loss of base wages as a result of such a decision.

- 42-3 The obligation to maintain an employee's base wages/job rate occurs when the employee is removed from their classification and placed in a classification in a lower pay grade under Article 19, and some or all of the duties performed by the employee are performed on University operated premises by outsourced personnel.
- 42-4 The job rate associated with the classification from which the employee was removed is maintained during the term of the Agreement in effect on the date the employee was placed in a classification in a lower pay grade.
- 42-5 The job rate will change (increase or decrease) or remain unchanged as provided in Appendix A (Wage Schedules), during the term of that Agreement.
- 42-6 The employee's job rate will remain unchanged during successive Agreements until the job rate of the employee's classification exceeds the job rate maintained for the employee.
- 42-7 At that time, the employee will receive the job rate for their classification, and any subsequent changes under Appendix A (Wage Schedules).
- 42-8 When the employee's classification is in the pay grade of the classification from which the employee was removed, or a higher pay grade, this will no longer apply.

SECTION B.

- 42-9 It is not the University's intention to have students perform work regularly and customarily performed by employees in the bargaining unit to the extent that student employment erodes the proportion of such work being done by employees in the bargaining unit.
- 42-10 Work regularly and customarily performed by an employee shall not be performed by a student employee or temporary employee to the extent that it results in the employee's layoff or removal from a classification. Neither shall an employee be

required to take a PTO to permit employment for a student employee or temporary employee. If any such incident occurs the employee shall be compensated for any loss in base hourly rate, plus shift or special schedule premium, if applicable.

- 42-11 When a student employee or temporary employee has not been scheduled for work, they shall not be called to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis by extending their shift. If such an incident occurs the appropriate employee shall be compensated as if the employee had worked this overtime.
- 42-12 A position filled by a full-time employee which becomes open will not be split into two or more part-time positions in order to provide employment for a student temporary employee, unless the position cannot be filled with an employee on a full-time basis. It is understood that this commitment does not obligate the University to establish full-time positions from part-time positions.
- 42-13 Except for Section B. of this Article, the employment of a student employee shall not violate any provision of this Agreement.

SECTION C.

- 42-14 Work regularly and customarily performed by an employee shall not be performed by a supervisor to the extent that it results in the employee's layoff or removal from a classification. If any such incident occurs the employee shall be compensated for any loss in hourly rate, plus shift or special schedule premium, if applicable.
- 42-15 In addition and in the event that a supervisor is performing work normally and customarily performed by employees in the bargaining unit on a regular and recurring basis for more than eight (8) hours in a calendar week, the University will either reduce the hours of such work or assign the supervisor to a classification in the bargaining unit, provided, however, that this paragraph shall not apply to seasonal operations or remote locations. The application of any requirement of this paragraph will not violate any provision of Article 20 or 21.

ARTICLE 43

WAIVER

- 43-1 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 the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 44

TERM OF AGREEMENT

44-1 This agreement shall become effective and shall remain in full force and effect until and including 6/30/2025, when it shall terminate. This agreement shall not be extended beyond 6/30/2025, except by written consent of the parties. If either party desires to amend or modify this agreement, written notice to that effect shall be given to the other party not less than 60 or more than 90 days prior to 6/30/2025.

44-2 Executed October 2nd, 2019

The Regents of the
University of Michigan

American Federation of State,
County and Municipal Employees,
AFL-CIO, Local 1583

Sabrina G. Owens

Sabrina G. Owens

Leti Rastigue

Leti Rastigue

Kris Carlisle

Kris Carlisle

Bill McAllister

Bill McAllister

Andrew Ottmar

Andrew Ottmar

Wade Baughman

Wade Baughman

Maurits Hughes

Maurits Hughes

Jania Torreblanca

Jania Torreblanca

Alana Dillard-Slaughter

Alana Dillard-Slaughter

Tonja Petrella

Tonja Petrella

Calvin Abraham

Calvin Abraham

Angela Dameron

Angela Dameron

Ronda Trowse

Ronda Trowse

Ron Rook

Ron Rook

Brenda Allen

Brenda Allen

Kwajalynn Burks

Kwajalynn Burks

Amelia Foster

Amelia Foster

Vince Hamilton

Vince Hamilton

Cassandra Millett

Cassandra Millett

Emmanuel Tillison III

Emmanuel Tillison III

Shari Tyler

Shari Tyler

Jerard Williams

Jerard Williams

APPENDIX A
WAGE SCHEDULES

1. Effective with the beginning of the bi-weekly pay period on July 28, 2019, the Wage Schedule shall be shown in Schedule A.
2. Effective with the beginning of the bi-weekly pay period on July 26, 2020, the Wage Schedule shall be shown in Schedule B.
3. Effective with the beginning of the bi-weekly pay period on July 25, 2021, the Wage Schedule shall be shown in Schedule C.
4. Effective with the beginning of the bi-weekly pay period on July 24, 2022, the Wage Schedule shall be shown in Schedule D.
5. Effective with the beginning of the bi-weekly pay period on July 23, 2023, the Wage Schedule shall be shown in Schedule E.
6. Effective with the beginning of the bi-weekly pay period on July 21, 2024, the Wage Schedule shall be shown in Schedule F.
7. On the effective date, non-probationary employees will be increased to the Job Rate.
8. Probationary employees will be paid not less than the Minimum Probationary Rate or more than the Job Rate and will be increased to the Job Rate at the beginning of the first pay period following completion of their probationary period.

WAGE SCHEDULE A
EFFECTIVE JULY 28, 2019

Pay Grade	Minimum Probationary Rate Change	Job Rate
1	\$16.15	\$16.72
2	\$16.72	\$17.27
3	\$17.27	\$17.84
4	\$17.91	\$18.46
5	\$18.89	\$19.46
6	\$19.84	\$20.39
7	\$21.20	\$21.75
8	\$22.29	\$22.84
9	\$23.68	\$24.23
10	\$24.73	\$25.29
11	\$25.79	\$26.35
12	\$26.89	\$27.46
13	\$27.91	\$28.46
14	\$30.83	\$31.39

WAGE SCHEDULE B
EFFECTIVE JULY 26, 2020

Pay Grade	Minimum Probationary Rate Change	Job Rate
1	\$16.47	\$17.05
2	\$17.05	\$17.62
3	\$17.62	\$18.20
4	\$18.27	\$18.83
5	\$19.27	\$19.85
6	\$20.24	\$20.80
7	\$21.63	\$22.18
8	\$22.74	\$23.29
9	\$24.15	\$24.72
10	\$25.22	\$25.79
11	\$26.31	\$26.88
12	\$27.43	\$28.00
13	\$28.47	\$29.03
14	\$31.45	\$32.02

WAGE SCHEDULE C
EFFECTIVE JULY 25, 2021

Pay Grade	Minimum Probationary Rate Change	Job Rate
1	\$16.96	\$17.56
2	\$17.56	\$18.15
3	\$18.15	\$18.75
4	\$18.82	\$19.39
5	\$19.85	\$20.45
6	\$20.85	\$21.42
7	\$22.28	\$22.85
8	\$23.42	\$23.99
9	\$24.87	\$25.46
10	\$25.98	\$26.56
11	\$27.10	\$27.69
12	\$28.25	\$28.84
13	\$29.32	\$29.90
14	\$32.39	\$32.98

WAGE SCHEDULE D
EFFECTIVE JULY 24, 2022

Pay Grade	Minimum Probationary Rate Change	Job Rate
1	\$17.47	\$18.09
2	\$18.09	\$18.69
3	\$18.69	\$19.31
4	\$19.38	\$19.97
5	\$20.45	\$21.06
6	\$21.48	\$22.06
7	\$22.95	\$23.54
8	\$24.12	\$24.71
9	\$25.62	\$26.22
10	\$26.76	\$27.36
11	\$27.91	\$28.52
12	\$29.10	\$29.71
13	\$30.20	\$30.80
14	\$33.36	\$33.97

WAGE SCHEDULE E
EFFECTIVE JULY 23, 2023

Pay Grade	Minimum Probationary Rate Change	Job Rate
1	\$17.99	\$18.63
2	\$18.63	\$19.25
3	\$19.25	\$19.89
4	\$19.96	\$20.57
5	\$21.06	\$21.69
6	\$22.12	\$22.72
7	\$23.64	\$24.25
8	\$24.84	\$25.45
9	\$26.39	\$27.01
10	\$27.56	\$28.18
11	\$28.75	\$29.38
12	\$29.97	\$30.60
13	\$31.11	\$31.72
14	\$34.36	\$34.99

WAGE SCHEDULE F
EFFECTIVE JULY 21, 2024

Pay Grade	Minimum Probationary Rate Change	Job Rate
1	\$18.53	\$19.19
2	\$19.19	\$19.83
3	\$19.83	\$20.49
4	\$20.56	\$21.19
5	\$21.69	\$22.34
6	\$22.78	\$23.40
7	\$24.35	\$24.98
8	\$25.59	\$26.21
9	\$27.18	\$27.82
10	\$28.39	\$29.03
11	\$29.61	\$30.26
12	\$30.87	\$31.52
13	\$32.04	\$32.67
14	\$35.39	\$36.04

APPENDIX B
CLASSIFICATION TITLES
AND PAY GRADES

CLASSIFICATION TITLE	GRADE	JOB CODE
AMBULANCE COMMUNICATION SPEC	12	972020
ANESTHETIST AIDE	04	960180
ANIMAL AIDE	04	930180
ANIMAL ATTENDANT	03	930280
ASSISTANT LOCKSMITH	07	971590
ATHLETIC FACILITY WORKER I	04	972160
ATHLETIC FACILITY WORKER II	07	973040
ATHLETIC FACILITY WORKER III	09	973050
ATHLETIC MAINTENANCE TECHNICIAN I	09	973120
ATHLETIC MAINTENANCE TECHNICIAN II	11	973130
ATHLETIC MAINTENANCE TECHNICIAN III	13	973140
AUDIO VISUAL AIDE	03	910180
AUTO BODY REPAIR/REFINISH	13	970650
AUTO MECHANIC I	09	970480
AUTO MECHANIC II	11	970580
AUTOPSY ATTENDANT	04	980700
BAKER I	03	940180
BAKER II	05	940280
BAKER III	07	940380
BAKER IV	08	940480
BOOK BINDER I	03	951380
BOOK BINDER II	07	951480
BOOK BINDER III	09	951580
BOTANICAL PREPARATOR	05	930680
BUS OPERATOR	08	970680
CAMERA OPERATOR II	11	951700
CHEF ASSISTANT	07	941300
COOK I	03	940980
COOK II	05	941080
COOK III	07	941180
COOK IV	08	941280
CUSTODIAN I	01	971180
CUSTODIAN II	03	971280
CUSTODIAN III	04	971380

CLASSIFICATION TITLE	GRADE	JOB CODE
DIGITAL PRESS OPERATOR	11	952940
DISPATCHER I	04	971960
DISPATCHER II	06	971980
DISPATCHER III	07	971940
DUCT CLEANER	07	970860
ELEVATOR MAINTENANCE MECHANIC	13	972780
ENTRANCE ATTENDANT	03	960480
ENVIRON PROTECTION EQUIP SPEC	14	973090
FIRE EXT & EMER SYSTEMS SPEC	07	973780
FILM PROCESSOR I	03	961480
FINISH MACHINE OPERATOR I	08	952180
FINISH MACHINE OPERATOR II	10	952280
FINISHING WORKER	03	953980
FIXTURE & WALL CLEANER	04	970980
FLINT CAMPUS MOTOR VEHICLE OPER	07	970770
FOOD SERVICE WORKER	01	941880
GALLEY FOOD SERVICE AIDE	02	941980
GARDENER II	07	930880
GARMENT WORKER I	02	951080
GARMENT WORKER II	04	951180
GENERATOR MECHANIC I	11	973111
GENERATOR MECHANIC II	13	973110
GOLF COURSE GREENSKEEPER I	07	972089
GOLF COURSE GREENSKEEPER II	09	972090
GOLF COURSE GREENSKEEPER III	11	972091
GROUNDSKEEPER I	05	972080
GROUNDSKEEPER II	07	972180
HEAVY EQUIPMENT MECHANIC	14	970600
HOME HEALTH AIDE I	03	960510
HOME HEALTH AIDE II	04	960520
HOSP COMMUNICATION OPER I	07	972000
HOSP COMMUNICATION OPER II	09	972040
HOSPITAL BAKER II	08	940300
HOSPITAL COOK I	03	941000
HOSPITAL COOK II	05	941100
HOSPITAL COOK III	08	941200
HOUSEKEEPER	04	971480
HOUSEKEEPER CHANCELLORS HOUSE	07	971500
HOUSEKEEPER PRESIDENTS HOUSE	08	971490

CLASSIFICATION TITLE	GRADE	JOB CODE
INSTRUMENT/STERILIZER PROCESSOR	05	961380
KITCHEN CLEANER	03	940880
LABORATORY AIDE	04	930380
LABORATORY ATTENDANT	02	930480
LAUNDRY CLASSIFIER	03	950680
LAUNDRY FEEDER FOLDER	01	950780
LAUNDRY MACHINE OPERATOR	05	950880
LAUNDRY MOTOR VEHICLE OPER	07	950890
LAUNDRY PLANT MECHANIC	14	972900
LAUNDRY PRESSER	02	950980
LAUNDRY WEIGHER LOADER	05	951280
LETTERPRESS OPERATOR	10	952480
LIBRARY MATERIAL ROOM DELIVERY DRIVER	07	970810
LINEN ATTENDANT	03	950380
LINEN SERVICES ATTENDANT	05	950480
LOCKER ROOM ATTENDANT	03	910280
LOCKSMITH	12	971600
MACHINIST I	08	972580
MACHINIST II	11	972680
MAIL SERVICE AUTO EQUIP HELPER	07	980000
MAIL SERVICE AUTO EQUIP OPER	09	980010
MAINTENANCE MECHANIC I	07	972880
MAINTENANCE MECHANIC II	09	972980
MAINTENANCE MECHANIC III	11	973080
MAINTENANCE MECHANIC TRAINEE	07	972870
MEAT CUTTER II	10	941580
MEAT CUTTER III	12	941680
MEDICAL EQUIP REPAIR SPECIALIST	14	973100
MEDICAL INVESTIGATOR I	08	980710
MEDICAL INVESTIGATOR II	09	980720
MEDICAL INVESTIGATOR III	14	980730
MEDICAL PROCEDURES AIDE	04	960870
MESSENGER	01	961080
METABOLIC COOK	08	941380
MICROFILM OPERATOR I	04	980580
MICROFILM OPERATOR II	09	980480
MICROFILM OPERATOR III	10	980680
MILLWRIGHT	14	972720

CLASSIFICATION TITLE	GRADE	JOB CODE
MOTOR VEHICLE OPERATOR	06	970780
MOVER I	07	973180
MOVER II	10	973280
MOVER III	11	973290
NURSE AIDE I	03	960580
NURSE AIDE II	04	960680
NURSE AIDE III BURN CARE	05	960780
NURSE AIDE III INTENSIVE CARE	05	960820
NURSE AIDE III ORTHO CARE	05	960800
OFFSET PRESS FEEDER OPERATOR	09	952700
OFFSET PRESS OPERATOR I	08	952680
OFFSET PRESS OPERATOR II	10	952780
OFFSET PRESS OPERATOR III	11	952880
OFFSET PRESS OPERATOR IV	12	952900
OFFSET PRESS OPERATOR V	13	952920
OFFSET PRESS OPERATOR VI	14	952930
OFFSET PRESS SECOND OPERATOR	11	952910
OPERATING ROOM AIDE	04	960860
OR INSTRUMENT PROCESSOR I	06	961980
OR INSTRUMENT PROCESSOR II	07	961960
PARKING ATTENDANT	03	970180
PARKING EQUIP MAINT WORKER	08	970250
PARKING EQUIP REPAIR II TRAINEE	10	970270
PARKING EQUIP REPAIRPERSON I	10	970260
PARKING EQUIP REPAIRPERSON II	12	970280
PARKING EQUIP REPAIRPERSON III	14	970290
PARKING MAINTENANCE WORKER I	07	972140
PARKING MAINTENANCE WORKER II	09	972150
PARKING SIGN FAB/INSTALL WORKER	07	970230
PATIENT EQUIPMENT ATTENDANT	05	960500
PATIENT LIFT/TRANSFER ASSOCIATE	04	961190
PATIENT TRANSPORTER	02	961180
PATIENT VISITOR ENTRANCE ATTEND	04	970200
PLANT MOUNTER I	03	930580
PLANT MOUNTER II	04	930600
POSTAL CLERK I	04	980180
POSTAL CLERK II	06	980280
POSTAL CLERK III	07	980380
PRESS OPERATOR	09	954780

CLASSIFICATION TITLE	GRADE	JOB CODE
PRODUCTION BAKER I	04	940580
PRODUCTION BAKER II	07	940680
PRODUCTION BAKER III	08	940780
PSYCHIATRIC AIDE	03	961880
PSYCHIATRIC CARE WORKER	07	961780
REFUSE TRUCK OPERATOR	07	972200
SERVICE STATION ATTENDANT	06	970380
SPORTS TURF SPECIALIST I	07	972110
SPORTS TURF SPECIALIST II	09	972120
SPORTS TURF SPECIALIST III	11	972130
STOCKKEEPER I	04	954280
STOCKKEEPER II	06	954380
STOCKKEEPER III	08	954480
STOCKKEEPER IV	09	954490
STRIPPER I	09	953480
STRIPPER II	11	953580
TEACHER AIDE	03	960280
TRANSIT COACH OPERATOR	09	970800
TREE TRIMMER I	10	972380
TREE TRIMMER II	12	972480
TREE TRIMMER TRAINEE	10	972370
UNIT CUSTODIAN	02	971200
UPHOLSTERER I	08	973380
UPHOLSTERER II	10	973480
UPHOLSTERER III	13	973580
UPHOLSTERER IV	14	973680
VEHICLE MECHANIC-REGIONAL CAMPUS	12	970590
VENETIAN BLIND CLEANER	04	971080
WASTE HANDLER I	04	972330
WASTE HANDLER II	05	972340
WINDOW WASHER	06	971780

**CLASSIFICATION TITLES
BY PAY GRADE**

	PAY GRADE 01
	CUSTODIAN I
	FOOD SERVICE WORKER
	LAUNDRY FEEDER FOLDER
	MESSENGER
	PAY GRADE 02
	GALLEY FOOD SERVICE AIDE
	GARMENT WORKER I
	LABORATORY ATTENDANT
	LAUNDRY PRESSER
	PATIENT TRANSPORTER
	UNIT CUSTODIAN
	PAY GRADE 03
	ANIMAL ATTENDANT
	AUDIO VISUAL AIDE
	BAKER I
	BOOK BINDER I
	COOK I
	CUSTODIAN II
	ENTRANCE ATTENDANT
	FILM PROCESSOR I
	FINISHING WORKER
	HOME HEALTH AIDE I
	HOSPITAL COOK I
	KITCHEN CLEANER
	LAUNDRY CLASSIFIER
	LINEN ATTENDANT
	LOCKER ROOM ATTENDANT
	NURSE AIDE I
	PARKING ATTENDANT
	PLANT MOUNTER I
	PSYCHIATRIC AIDE
	TEACHER AIDE

	PAY GRADE 04
	ANESTHETIST AIDE
	ANIMAL AIDE
	ATHLETIC FACILITY WORKER I
	AUTOPSY ATTENDENT
	CUSTODIAN III
	DISPATCHER I
	FIXTURE & WALL CLEANER
	GARMENT WORKER II
	HOME HEALTH AIDE II
	HOUSEKEEPER
	LABORATORY AIDE
	MEDICAL PROCEDURES AIDE
	MICROFILM OPERATOR I
	NURSE AIDE II
	OPERATING ROOM AIDE
	PATIENT LIFT/TRANSFER ASSOCIATE
	PATIENT VISITOR ENTRANCE ATTENDANT
	PLANT MOUNTER II
	POSTAL CLERK I
	PRODUCTION BAKER I
	STOCKKEEPER I
	VENETIAN BLIND CLEANER
	WASTE HANDLER I
	PAY GRADE 05
	BAKER II
	BOTANICAL PREPARATOR
	COOK II
	GROUNDSKEEPER I
	HOSPITAL COOK II
	INSTRUMENT/STERILIZER PROCESSOR
	LAUNDRY MACHINE OPERATOR
	LAUNDRY WEIGHER LOADER
	LINEN SERVICES ATTENDANT
	NURSE AIDE III BURN CARE
	NURSE AIDE III INTENSIVE CARE
	NURSE AIDE III ORTHO CARE
	PATIENT EQUIPMENT ATTENDANT
	WASTE HANDLER II

	PAY GRADE 06
	DISPATCHER II
	MOTOR VEHICLE OPERATOR
	OR INSTRUMENT PROCESSOR I
	POSTAL CLERK II
	SERVICE STATION ATTENDANT
	STOCKKEEPER II
	WINDOW WASHER
	PAY GRADE 07
	ASSISTANT LOCKSMITH
	ATHLETIC FACILITY WORKER II
	BAKER III
	BOOK BINDER II
	CHEF ASSISTANT
	COOK III
	DISPATCHER III
	DUCT CLEANER
	FIRE EXT & EMER SYSTEMS SPEC
	FLT CAMPUS MOTOR VEHICLE OPERATOR
	GARDENER II
	GOLF COURSE GREENSKEEPER I
	GROUNDSKEEPER II
	HOSPITAL COMMUNICATION OPERATOR I
	HOUSEKEEPER CHANCELLORS HOUSE
	LAUNDRY MOTOR VEHICLE OPERATOR
	LIBRARY MATERIAL ROOM DELIVERY DRIVER
	MAIL SERVICE AUTO EQUIP HELPER
	MAINTENANCE MECHANIC I
	MAINTENANCE MECHANIC TRAINEE
	MOVER I
	OR INSTRUMENT PROCESSOR II
	PARKING MAINTENANCE WORKER I
	PARKING SIGN FABRICATOR/INSTALLATION WORKER
	POSTAL CLERK III
	PRODUCTION BAKER II
	PSYCHIATRIC CARE WORKER
	REFUSE TRUCK OPERATOR
	SPORTS TURF SPECIALIST I

	PAY GRADE 08
	BAKER IV
	BUS OPERATOR
	COOK IV
	FINISH MACHINE OPERATOR I
	HOSPITAL BAKER II
	HOSPITAL COOK III
	HOUSEKEEPER PRESIDENTS HOUSE
	MACHINIST I
	MEDICAL INVESTIGATOR I
	METABOLIC COOK
	OFFSET PRESS OPERATOR I
	PARKING EQUIPMENT MAINTENANCE WORKER
	PRODUCTION BAKER III
	STOCKKEEPER III
	UPHOLSTERER I
	PAY GRADE 09
	ATHLETIC FACILITY WORKER III
	ATHLETIC MAINTENANCE TECHNICIAN I
	AUTO MECHANIC I
	BOOK BINDER III
	GOLF COURSE GREENSKEEPER II
	HOSP COMMUNICATION OPER II
	MAIL SERVICE AUTO EQUIPMENT OPERATOR
	MAINTENANCE MECHANIC II
	MEDICAL INVESTIGATOR II
	MICROFILM OPERATOR II
	OFFSET PRESS FEEDER OPERATOR
	PARKING MAINTENANCE WORKER II
	PRESS OPERATOR
	SPORTS TURF SPECIALIST II
	STOCKKEEPER IV
	STRIPPER I
	TRANSIT COACH OPERATOR

	PAY GRADE 10
	FINISH MACHINE OPERATOR II
	LETTERPRESS OPERATOR
	MEAT CUTTER II
	MICROFILM OPERATOR III
	MOVER II
	OFFSET PRESS OPERATOR II
	PARKING EQUIPMENT REPAIRPERSON I
	PARKING EQUIPMENT REPAIRPERSON II TRAINEE
	TREE TRIMMER I
	TREE TRIMMER TRAINEE
	UPHOLSTERER II
	PAY GRADE 11
	ATHLETIC MAINTENANCE TECHNICIAN II
	AUTO MECHANIC II
	CAMERA OPERATOR II
	DIGITAL PRESS OPERATOR
	GENERATOR MECHANIC I
	GOLF COURSE GREENSKEEPER III
	MACHINIST II
	MAINTENANCE MECHANIC III
	MOVER III
	OFFSET PRESS OPERATOR III
	OFFSET PRESS SECOND OPERATOR
	SPORTS TURF SPECIALIST III
	STRIPPER II
	PAY GRADE 12
	AMBULANCE COMMUNICATION SPECIALIST
	LOCKSMITH
	MEAT CUTTER III
	OFFSET PRESS OPERATOR IV
	PARKING EQUIPMENT REPAIRPERSON II
	TREE TRIMMER II
	VEHICLE MECHANIC-REGIONAL CAMPUS

	PAY GRADE 13
	ATHLETIC MAINTENANCE TECHNICIAN III
	AUTO BODY REPAIRER/REFINISHER
	ELEVATOR MAINTENANCE MECHANIC
	GENERATOR MECHANIC II
	OFFSET PRESS OPERATOR V
	UPHOLSTERER III
	PAY GRADE 14
	ENVIRONMENTAL PROTECTION EQUIPMENT SPECIALIST
	HEAVY EQUIPMENT MECHANIC
	LAUNDRY PLANT MECHANIC
	MEDICAL EQUIPMENT REPAIR SPECIALIST
	MEDICAL INVESTIGATOR III
	MILLWRIGHT
	OFFSET PRESS OPERATOR VI
	PARKING EQUIPMENT REPAIRPERSON III
	UPHOLSTERER IV

**APPENDIX C
STEWARD DISTRICTS AND CHIEF STEWARD
CLASSIFICATION GROUPING**

STEWARD DISTRICTS

AREA A – NORTH CAMPUS

- A1- North Campus Commons, Chrysler Center, Bursley Hall, School of Music, Vera Baits Houses, Northwood Apartments I, II, III, IV, V; Architecture and Design, North Campus Intramural Building, IST Building, University Printing, Library Storage and Bindery, Bentley Library.
- A2- Laundry, Property Control, Incinerator, North Campus Grounds, Highway Safety Research Institute, and all other North Campus Buildings.
- A3- Radrick Farms, Radrick Golf Course, Botanical Gardens.

*One afternoon steward for A1 through A3.

AREA B – MEDICAL CAMPUS

- B1- Main Hospital Floors B2, B1, 1.
- B2- Main Hospital Floors 2, 3, 4, 5.
- B3- Main Hospital Floors 6, 7, 8, 9.
- B4- Taubman Cntr, MPOB, CPH, CFOB, Mott/Women's/ Holden, Simpson, Towsley, Med Cntr Parking Struc & Lot, SPH I and II.
- B5- Buhl Research Center, Catherine Street Parking Structure, Kresge Med Research, MHRI, Radiation Ther Lab (special projects bldg), Speech Clinic, Victor Vaughn, Kresge Med Research II, Kresge Hearing Research, Neuro-Science, Taubman Med Library, Med Sci I and II, Lab Animal Med Unit, Nursing School.
- B6- Kellogg Eye Center, Turner, Riverview, University Hospital Education Center, and all other buildings on the Medical Campus.

* One afternoon steward for (B1 through B4 and B6)

**One night steward for (B1 through B6)

AREA C – CENTRAL CAMPUS

- C1 - Mary Markley, Alice Lloyd, Observatory, Couzens, Mosher Jordan, Stockwell, CCRB, Women's Athletic Building, Margaret Bell Pool, Oxford Housing, Arboretum.
- C2 - Dental Building, Health Service, Fletcher Street Parking Structure, Power Center, Plant Service Building, Heating Plant, North University Building, North Hall, Museums Annex, Museum Building, Michigan League, Frieze Building, Rackham Building, Modern Languages Building, Social Work Annex, Thayer Street Parking Structure, Burton Tower, Hill Auditorium, Lane Hall.
- C3 - Area bounded by State Street, North University, Washtenaw, Forest, and South University; East Quadrangle; Area Bounded by State Street, South University, Forest, and Hill; South Quadrangle; Michigan Union; West Quadrangle; Area bounded by State Street, Liberty, Fifth Avenue, and Madison, including Fourth Street and Williams Street Buildings; All other Central Campus Buildings.

AREA D – STADIUM AREA

- D1 - Transportation, Plant Bldg. and Annex, Old General Stores Bldg., University Press Warehouse, Administrative Services Bldg., Data Systems Center, Heavy Equipment Garage.
- D2 - All Stadium Area Athletic Bldgs., Fletcher Hall, Revelli Hall, Intramural Bldg., Coliseum, Hospital Stores Warehouse (Dock 3).
- D3 - Food Stores, General Stores, Chemical Stores.

AREA E – DEARBORN CAMPUS

E1- Dearborn Campus

AREA F – FLINT CAMPUS

F1- Flint Campus

* One afternoon steward for (C1 through C3 and B5),

**One night steward for (C1 through C3), (E1).

Notwithstanding the provisions of Article 39 and in the event that a grievance arises in any district not set forth above, Union representation shall be as follows:

The aggrieved employee may have an employee, if any, at their work location, represent them at Step One.

Thereafter, if the employee reduces their grievance to writing, they shall send one copy to the attention of the Bargaining Chairperson and another copy to the University Review Committee and at the request of the Union a hearing shall be scheduled as provided at Step Two of the Grievance Procedure.

If both the University and the Union agree it advisable, arrangements will be made to have the aggrieved employee present at the hearing.

**CHIEF STEWARD
CLASSIFICATION GROUPING**

CHIEF STEWARD I - MAINTENANCE

CLASSIFICATION TITLE	GRADE	JOBCLASS
ASSISTANT LOCKSMITH	07	971590
ATHLETIC MAINTENANCE TECHNICIAN I	09	973120
ATHLETIC MAINTENANCE TECHNICIAN II	11	973130
ATHLETIC MAINTENANCE TECHNICIAN III	13	973140
AUDIO VISUAL AIDE	03	910180
AUTO BODY REPAIR/REFINISHER	13	970650
AUTO MECHANIC I	09	970480
AUTO MECHANIC II	11	970580
ELEVATOR MAINTENANCE MECHANIC	13	972780
ENVIRON PROTECTION EQUIP SPEC	14	973090
FIRE EXT & EMER SYSTEMS SPEC	07	973780
GENERATOR MECHANIC I	11	973111
GENERATOR MECHANIC II	13	973110
HEAVY EQUIPMENT MECHANIC	14	970600
LAUNDRY PLANT MECHANIC	14	972900
LOCKSMITH	12	971600
MACHINIST I	08	972580
MACHINIST II	11	972680
MAINTENANCE MECHANIC TRAINEE	07	972870
MAINTENANCE MECHANIC I	07	972880
MAINTENANCE MECHANIC II	09	972980
MAINTENANCE MECHANIC III	11	973080
MED EQUIP REPAIR SPECIALIST	14	973100
MILLWRIGHT	14	972720
MOVER I	07	973180
MOVER II	10	973280
MOVER III	11	973290
PARKING EQUIP MAINT WORKER	08	970250
PARKING EQUIP REPAIRPERSON I	10	970260
PARKING EQUIP REPAIRPERSON II	12	970280
PARKING EQUIP REPAIRPERSON III	14	970290
PARKING EQUIP REPAIR II TRAINEE	10	970270

CLASSIFICATION TITLE	GRADE	JOBCLASS
PARKING MAINTENANCE WORKER I	07	972140
PARKING MAINTENANCE WORKER II	09	972150
PARKING SIGN FAB/INSTALL WORKER	07	970230
UPHOLSTERER I	08	973380
UPHOLSTERER II	10	973480
UPHOLSTERER III	13	973580
UPHOLSTERER IV	14	973680
VEHICLE MECHANIC-REGIONAL CAMPUS	12	970590

CHIEF STEWARD II - FOOD & NUTRITION & PRINTING

CLASSIFICATION TITLE	GRADE	JOB CODE
BAKER I	03	940180
BAKER II	05	940280
BAKER III	07	940380
BAKER IV	08	940480
BOOK BINDER I	03	951380
BOOK BINDER II	07	951480
BOOK BINDER III	09	951580
CAMERA OPERATOR II	11	951700
CHEF ASST	07	941300
COOK I	03	940980
COOK II	05	941080
COOK III	07	941180
COOK IV	08	941280
DIGITAL PRESS OPERATOR	11	952940
FINISH MACHINE OPERATOR I	08	952180
FINISH MACHINE OPERATOR II	10	952280
FINISHING WORKER	03	953980
FOOD SERVICE WORKER	01	941880
GALLEY FOOD SERVICE AIDE	02	941980
HOSPITAL BAKER II	08	940300
HOSPITAL COOK I	03	941000
HOSPITAL COOK II	05	941100
HOSPITAL COOK III	08	941200
KITCHEN CLEANER	03	940880
LETTERPRESS OPERATOR	10	952480
MAIL SERVICE AUTO EQUIP HELPER	07	980000
MAIL SERVICE AUTO EQUIP OPER	09	980010
MEAT CUTTER II	10	941580
MEAT CUTTER III	12	941680
METABOLIC COOK	08	941380
MICROFILM OPERATOR I	04	980580

CLASSIFICATION TITLE	GRADE	JOBCLASS
MICROFILM OPERATOR II	09	980480
MICROFILM OPERATOR III	10	980680
OFFSET PRESS FEEDER OPERATOR	09	952700
OFFSET PRESS OPERATOR I	08	952680
OFFSET PRESS OPERATOR II	10	952780
OFFSET PRESS OPERATOR III	11	952880
OFFSET PRESS OPERATOR IV	12	952900
OFFSET PRESS OPERATOR V	13	952920
OFFSET PRESS OPERATOR VI	14	952930
OFFSET PRESS SECOND OPERATOR	11	952910
PRESS OPERATOR	09	954780
PRODUCTION BAKER I	04	940580
PRODUCTION BAKER II	07	940680
PRODUCTION BAKER III	08	940780
STRIPPER I	09	953480
STRIPPER II	11	953580

**CHIEF STEWARD III - AIDES & ATTENDANTS
AND INVESTIGATORS**

CLASSIFICATION TITLE	GRADE	JOB CODE
AMBULANCE COMMUNICATION SPEC	12	972020
ANESTHETIST AIDE	04	960180
ANIMAL AIDE	04	930180
ANIMAL ATTENDANT	03	930280
AUTOPSY ATTENDANT	04	980700
ENTRANCE ATTENDANT	03	960480
FILM PROCESSOR I	03	961480
HOME HEALTH AIDE I	03	960510
HOME HEALTH AIDE II	04	960520
INSTRUMENT/STERILIZER PROCESS	05	961380
LABORATORY AIDE	04	930380
LABORATORY ATTENDANT	02	930480
MEDICAL INVESTIGATOR I	08	980710
MEDICAL INVESTIGATOR II	09	980720
MEDICAL INVESTIGATOR III	14	980730
MEDICAL PROCEDURES AIDE	04	960870
MESSENGER	01	961080
NURSE AIDE I	03	960580
NURSE AIDE II	04	960680
NURSE AIDE III BURN CARE	05	960780
NURSE AIDE III INTENSIVE CARE	05	960820
NURSE AIDE III ORTHO CARE	05	960800
OPERATING ROOM AIDE	04	960860
OR INSTRUMENT PROCESSOR I	06	961980
OR INSTRUMENT PROCESSOR II	07	961960
PATIENT EQUIPMENT ATTENDANT	05	960500
PATIENT LIFT/TRANSFER ASSOCIATE	04	961190
PATIENT VISIT ENTRANCE ATTEND	04	970200
PATIENT TRANSPORTER	02	961180
PSYCHIATRIC AIDE	03	961880
PSYCHIATRIC CARE WORKER	07	961780
TEACHER AIDE	03	960280

CHIEF STEWARD IV - SERVICE & CLEANING

CLASSIFICATION TITLE	GRADE	JOB CODE
CUSTODIAN I	01	971180
CUSTODIAN II	03	971280
CUSTODIAN III	04	971380
DUCT CLEANER	07	970860
FIXTURE & WALL CLEANER	04	970980
GARMENT WORKER I	02	951080
GARMENT WORKER II	04	951180
HOUSEKEEPER	04	971480
HOUSEKEEPER CHANCELLORS HOUSE	07	971500
HOUSEKEEPER PRESIDENTS HOUSE	08	971490
LAUNDRY CLASSIFIER	03	950680
LAUNDRY FEEDER FOLDER	01	950780
LAUNDRY MACHINE OPERATOR	05	950880
LAUNDRY PRESSER	02	950980
LAUNDRY WEIGHER LOADER	05	951280
LINEN ATTENDANT	03	950380
LINEN SERVICES ATTENDANT	05	950480
UNIT CUSTODIAN	02	971200
VENETIAN BLIND CLEANER	04	971080
WASTE HANDLER I	04	972330
WASTE HANDLER II	05	972340
WINDOW WASHER	06	971780

**CHIEF STEWARD V - GROUNDS, GARDENERS,
TRANSPORTATION & STORES**

CLASSIFICATION TITLE	GRADE	JOBCODE
ATHLETIC FACILITY WORKER I	04	972160
ATHLETIC FACILITY WORKER II	07	973040
ATHLETIC FACILITY WORKER III	09	973050
BOTANICAL PREPARATOR	05	930680
BUS OPERATOR	08	970680
DISPATCHER I	04	971960
DISPATCHER II	06	971980
DISPATCHER III	07	971940
FLT CAMPUS MOTOR VEHICLE OPER	07	970770
GARDENER II	07	930880
GOLF COURSE GREENSKEEPER I	07	972089
GOLF COURSE GREENSKEEPER II	09	972090
GOLF COURSE GREENSKEEPER III	11	972091
GROUNDSKEEPER I	05	972080
GROUNDSKEEPER II	07	972180
HOSPITAL COMMUNICATION OPER I	07	972000
HOSPITAL COMMUNICATION OPER II	09	972040
LAUNDRY MOTOR VEHICLE OPER	07	950890
LIBRARY MATERIAL ROOM DELIVERY DRIVER	07	970810
LOCKER ROOM ATTENDANT	03	910280
MOTOR VEHICLE OPERATOR	06	970780
PARKING ATTENDANT	03	970180
PLANT MOUNTER I	03	930580
PLANT MOUNTER II	04	930600
POSTAL CLERK I	04	980180
POSTAL CLERK II	06	980280
POSTAL CLERK III	07	980380
REFUSE TRUCK OPERATOR	07	972200
SERVICE STATION ATTENDANT	06	970380

CLASSIFICATION TITLE	GRADE	JOBCLASS
SPORTS TURF SPECIALIST I	07	972110
SPORTS TURF SPECIALIST II	09	972120
SPORTS TURF SPECIALIST III	11	972130
STOCKKEEPER I	04	954280
STOCKKEEPER II	06	954380
STOCKKEEPER III	08	954480
STOCKKEEPER IV	09	954490
TRANSIT COACH OPERATOR	09	970800
TREE TRIMMER I	10	972380
TREE TRIMMER II	12	972480
TREE TRIMMER TRAINEE	10	972370

Chief Steward VI – All Areas Midnights

Chief Steward VII – Hospital Afternoons

Chief Steward VIII – Central Campus Afternoons

Deleted

**APPENDIX E
CLASSIFICATION SERIES**

CLASSIFICATION TITLE	GRADE	JOBCODE
ANIMAL AIDE	04	930180
ANIMAL ATTENDANT	03	930280
ASSISTANT LOCKSMITH	07	971590
LOCKSMITH	12	971600
ATHLETIC FACILITY WORKER I	04	972160
ATHLETIC FACILITY WORKER II	07	973040
ATHLETIC FACILITY WORKER III	09	973050

CLASSIFICATION TITLE	GRADE	JOBCLASS
ATHLETIC MAINTENANCE TECHNICIAN I	09	973120
ATHLETIC MAINTENANCE TECHNICIAN II	11	973130
ATHLETIC MAINTENANCE TECHNICIAN III	13	973140
AUTO MECHANIC I	09	970480
AUTO MECHANIC II	11	970580
HEAVY EQUIPMENT MECHANIC	14	970600
BAKER I	03	940180
BAKER II	05	940280
BAKER III	07	940380
BAKER IV	08	940480
BOOK BINDER I	03	951380
BOOK BINDER II	07	951480
BOOK BINDER III	09	951580
FOOD SERVICE WORKER	01	941880
GALLEY FOOD SERVICE AIDE	02	941980
COOK I	03	940980
COOK II	05	941080
COOK III	07	941180
CHEF ASSISTANT	07	941300
COOK IV	08	941280
CUSTODIAN I	01	971180
UNIT CUSTODIAN	02	971200
CUSTODIAN II	03	971280
CUSTODIAN III	04	971380
KITCHEN CLEANER	03	940880
FIXTURE & WALL CLEANER	04	970980
VENETIAN BLIND CLEANER	04	971080
WASTE HANDLER I	04	972330
WASTE HANDLER II	05	972340
WINDOW WASHER	06	971780
DISPATCHER I	04	971960
DISPATCHER II	06	971980
DISPATCHER III	07	971940

CLASSIFICATION TITLE	GRADE	JOBCLASS
FINISH MACHINE OPERATOR I	08	952180
FINISH MACHINE OPERATOR II	10	952280
LAUNDRY FEEDER FOLDER	01	950780
GARMENT WORKER I	02	951080
GARMENT WORKER II	04	951180
LAUNDRY PRESSER	02	950980
LAUNDRY CLASSIFIER	03	950680
LINEN ATTENDANT	03	950380
LINEN SERVICES ATTENDANT	05	950480
LAUNDRY MACHINE OPERATOR	05	950880
LAUNDRY WEIGHER LOADER	05	951280
GROUNDSKEEPER I	05	972080
GROUNDSKEEPER II	07	972180
GOLF COURSE GREENSKEEPER I	07	972089
GOLF COURSE GREENSKEEPER II	09	972090
GOLF COURSE GREENSKEEPER III	11	972091
SPORTS TURF SPECIALIST I	07	972110
SPORTS TURF SPECIALIST II	09	972120
SPORTS TURF SPECIALIST III	11	972130
HOME HEALTH AIDE I	03	960510
HOME HEALTH AIDE II	04	960520
HOSP COMMUNICATION OPER. I	07	972000
HOSP COMMUNICATION OPER. II	09	972040
HOSPITAL COOK I	03	941000
HOSPITAL COOK II	05	941100
HOSPITAL COOK III	08	941200
LABORATORY ATTENDANT	02	930480
LABORATORY AIDE	04	930380
MACHINIST I	08	972580
MACHINIST II	11	972680

CLASSIFICATION TITLE	GRADE	JOBCLASS
MAIL SERVICE AUTO EQUIP HELPER	07	980000
MAIL SERVICE AUTO EQUIP OPER	09	980010
MAINTENANCE MECHANIC I	07	972880
MAINTENANCE MECHANIC II	09	972980
MAINTENANCE MECHANIC III	11	973080
LAUNDRY PLANT MECHANIC	14	972900
ENVIRON PROTECTION EQUIP SPEC	14	973090
MEAT CUTTER II	10	941580
MEAT CUTTER III	12	941680
AUTOPSY ATTENDANT	04	980700
MEDICAL INVESTIGATOR I	08	980710
MEDICAL INVESTIGATOR II	09	980720
MEDICAL INVESTIGATOR III	14	980730
MICROFILM OPERATOR I	04	980580
MICROFILM OPERATOR II	09	980480
MICROFILM OPERATOR III	10	980680
CAMERA OPERATOR II	11	951700
MOVER I	07	973180
MOVER II	10	973280
MOVER III	11	973290
MOTOR VEHICLE OPERATOR	06	970780
LAUNDRY MOTOR VEHICLE OPER	07	950890
LIBRARY MATERIAL ROOM DELIVER DRIVER	07	970810
NURSE AIDE I	03	960580
NURSE AIDE II	04	960680
NURSE AIDE III BURN CARE	05	960780
NURSE AIDE III INTENSIVE CARE	05	960820
NURSE AIDE III ORTHOPEDIC CARE	05	960800

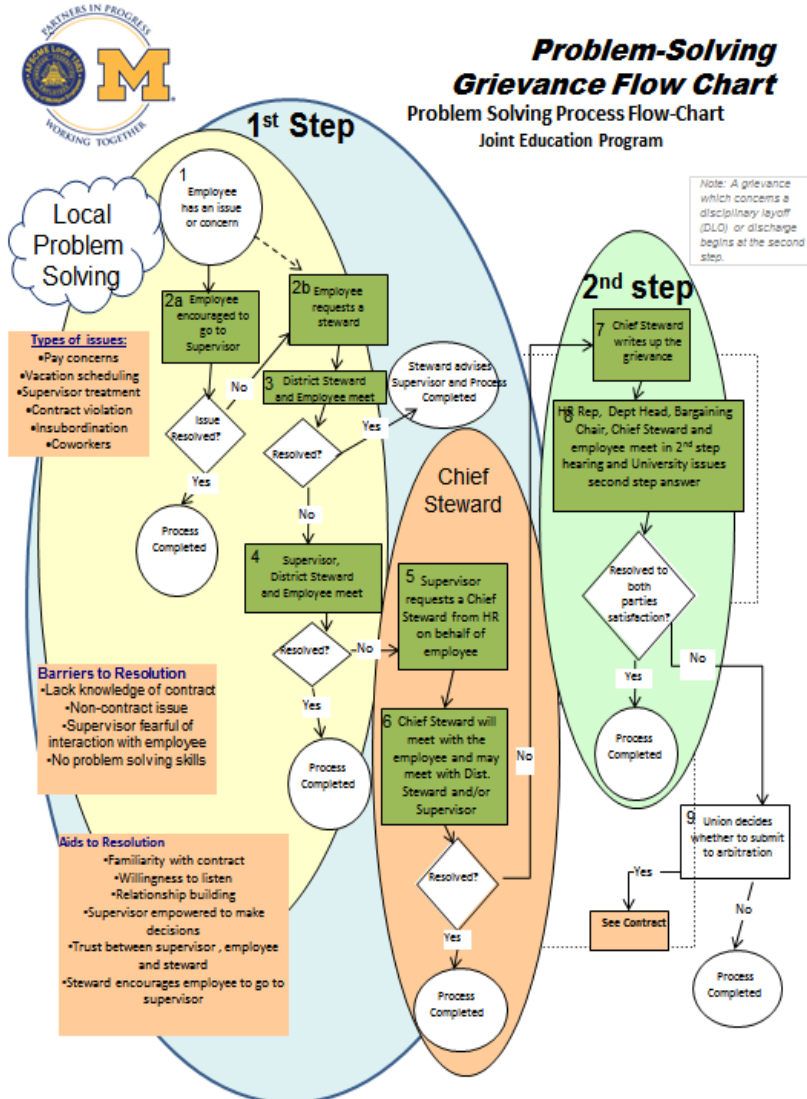
CLASSIFICATION TITLE	GRADE	JOBCLASS
OFFSET PRESS SECOND OPERATOR	11	952910
OFFSET PRESS FEEDER OPERATOR	09	952700
PRESS OPERATOR	09	954780
DIGITAL PRESS OPERATOR	11	952940
OFFSET PRESS OPERATOR I	08	952680
OFFSET PRESS OPERATOR II	10	952780
OFFSET PRESS OPERATOR III	11	952880
OFFSET PRESS OPERATOR IV	12	952900
OFFSET PRESS OPERATOR V	13	952920
OFFSET PRESS OPERATOR VI	14	952930
OR INSTRUMENT PROCESSOR I	06	961980
OR INSTRUMENT PROCESSOR II	07	961960
PARKING MAINTENANCE WORKER I	07	972140
PARKING MAINTENANCE WORKER II	09	972150
PARKING EQUIP MAINT WORKER	08	970250
PARKING EQUIP REPAIRPERSON I	10	970260
PARKING EQUIP REPAIRPERSON II	12	970280
PARKING EQUIP REPAIRPERSON III	14	970290
PATIENT TRANSPORTER	2	961180
PATIENT VISITOR ENTRANCE ATTENDANT	4	970200
PATIENT LIFT/TRANSFER ASSOCIATE	4	961190
PATIENT EQUIPMENT ATTENDANT	5	960500
PLANT MOUNTER I	03	930580
PLANT MOUNTER II	04	930600
POSTAL CLERK I	04	980180
POSTAL CLERK II	06	980280
POSTAL CLERK III	07	980380
PRODUCTION BAKER I	04	940580
PRODUCTION BAKER II	07	940680
PRODUCTION BAKER III	08	940780

CLASSIFICATION TITLE	GRADE	JOBCLASS
PSYCHIATRIC AIDE	03	961880
PSYCHIATRIC CARE WORKER	07	961780
SPORTS TURF SPECIALIST I	07	972110
SPORTS TURF SPECIALIST II	09	972120
SPORTS TURF SPECIALIST III	11	972130
STOCKKEEPER I	04	954280
STOCKKEEPER II	06	954380
STOCKKEEPER III	08	954480
STOCKKEEPER IV	09	954490
STRIPPER I	09	953480
STRIPPER II	11	953580
TREE TRIMMER I	10	972380
TREE TRIMMER II	12	972480
UPHOLSTERER I	08	973380
UPHOLSTERER II	10	973480
UPHOLSTERER III	13	973580
UPHOLSTERER IV	14	973680

APPENDIX F PROBLEM-SOLVING GRIEVANCE FLOW CHART

Note: Full size version available at:

<http://hr.umich.edu/staffhr/contracts/AFSCME2013contract.html>



Developed by the SSPIT – Supervisor/Steward Process Improvement Team: Plant Building and Ground Services 1-23-08; Revised by the Joint Education Program Grievance Subcommittee May 13, 2009.

APPENDIX G

EMPLOYEES WORKING OUT OF CLASS (EWOC) TRACKER

EWOC TRACKER

FOR THE YEAR OF: _____

EMPLOYEE NAME: _____

EMPL I.D. NO: _____ DOH: _____

JOB TITLE: _____
(Attach Job Description)

DEPARTMENT NAME: _____

SUPERVISOR: _____

SUPERVISOR CONTACT INFO: _____

Date	O/C Assignment	Start Time	End Time	Employee Initials	Supr Initials	Comments
9/2/09	Window Washing	10:00 am	1:30 pm	TD	BP	No O/C pay required

EWOC Tracker.doc

BUILDING NAME	LOCATION	CAMPUS
Dental & W K Kellogg Institute	Kellogg Institute, basement, next to vending machines	C
East Quadrangle	Ground floor around corner from dock	C
Engineering Research Bldg 1	On ramp at east entrance near parking lot	N
Facilities Services Bldg A	In hall, near Plant Ops photo boards	S
Fisher Ray Baseball Stadium	Laundry Room, located on north wall.	A
Fletcher Hall	Ground floor, outside maintenance shop	S
Flint Plant Services Bldg	Location not known	F
Flint William S White Bldg	Location not known	F
Golf Course Maintenance Bldg	South wall of staff break room	A
Hatcher H N. Graduate Library	Near loading dock in hall	C
Haven Hall	In hall outside custodial office, near room G648	C
Health Service	Near room 0110	C
Institute For Social Research	In hall near room 1018	C
Laundry	Near break room	N
Lawyers Club	In basement, near loading dock and staff bathrooms	C
Lay Walter E Automotive Engineering Lab	In main lobby/hall area	N
Markley Mary Butler Hall	Near maintenance shop door & loading dock	M
Matthaei Botanical Gardens Environment	Near loading dock area, in room 25	E

BUILDING NAME	LOCATION	CAMPUS
Medical Science Unit I	Near room 2304	M
Michigan League	In room B27	C
Michigan Union	On loading dock	C
Mott C S Children's Hospitals	In custodial break area	M
North Campus Facilities Services Bldg	In Transportation lunch room	N
North Campus Housing Service Bldg	Near mechanic/ custodial mailboxes	N
Oh Mary Alice And Lillian Goddard Hall	Staff break room	C
Pierpont Wilbur K Commons	In basement, near room 60 & time clock	N
Ross School Of Business Bldg	Near room E0610	C
School Of Social Work	On loading doc	C
South Quad	Facilities staff break room/dock area	C
Space Research Lab	Near the loading dock	N
Transportation Services Bldg	In drivers break area	S
University Hospitals	Level 2 in the hall by cafeteria	M
University Hospitals	B2 level near Environmental Services	M
West Hall	In hall, near room 120	C
West Quadrangle	Michigan hall, across from women's locker room	C

APPENDIX I

COMPUTING SITES

University of Michigan Campus Computing Sites

- **Angell Hall Courtyard:**
<http://www.itcs.umich.edu/sites/labs/info/angell.php>
- **Caident:** <http://www.itcs.umich.edu/sites/labs/info/caident.php>
- **CSCAR:** <http://www.itcs.umich.edu/sites/labs/info/cscar.php>
- **Ford School:** <http://www.itcs.umich.edu/sites/labs/info/ford.php>
- **Kinesiology CCRB & Observatory Lodge Sites:**
<http://www.itcs.umich.edu/sites/labs/info/kines.php>
- **Law School Student Lounge:**
<http://www.itcs.umich.edu/sites/labs/info/law.php>
- **Learning Resource Center:**
<http://www.itcs.umich.edu/sites/labs/info/lrc.php>
- **Michigan Union – Tap Room, Basement & cyberstation sites:** <http://www.itcs.umich.edu/sites/labs/info/union.php>
- **Palmer Commons:**
<http://www.itcs.umich.edu/sites/labs/info/palmer.php>
- **Pharmacy – Classroom and Student Lounge sites:**
<http://www.itcs.umich.edu/sites/labs/info/pharm.php>
- **School of Education (SEB):**
<http://www.itcs.umich.edu/sites/labs/info/pharm.php>
- **School of Natural Resources (SNRE):**
<http://www.itcs.umich.edu/sites/labs/info/snre.php>

- **School of Natural Resources (SNRE) Classroom:**
<http://www.itcs.umich.edu/sites/labs/info/snreclass.php>
- **School of Nursing (NIB):**
<http://www.itcs.umich.edu/sites/labs/info/nib.php>
- **School of Public Health (SPH):**
<http://www.itcs.umich.edu/sites/labs/info/sph.php>
- **School of Public Health Library & Informatics Multimedia Lab:** <http://www.itcs.umich.edu/sites/labs/info/phl.php>
- **School of Social Work (SSW):**
<http://www.itcs.umich.edu/sites/labs/info/ssw.php>
- **Science Learning Center (SLC):**
<http://www.itcs.umich.edu/sites/labs/info/slc.php>
- **Shapiro Undergraduate Library — 2nd Floor & Basement sites:** <http://www.itcs.umich.edu/sites/labs/info/shapiro.php>

North Campus Computing Sites

- Architecture: <http://www.itcs.umich.edu/sites/labs/info/arch.php>
- Art & Design: <http://www.itcs.umich.edu/sites/labs/info/art.php>
- Pierpont Commons:
<http://www.itcs.umich.edu/sites/labs/info/ppont.php>
- School of Music:
<http://www.itcs.umich.edu/sites/labs/info/music.php>

Parking and Transportation Services

- 3231 Baxter Road (break room)
- Attendant Services Office, Taubman Structure (limited access)
- 1213 Kipke Drive

Plant Buildings and Grounds Services:

- 25 computer stations located at 109 Madison
- 3 computer stations located at 2550 Draper Rd
- 2 computer stations located at Heavy Equip Garage, 326 E. Hoover
- 1 computer station located at Waste Management, 1665 Dean Road

UM Campus Recruiting & Career Services:

Room G250 Wolverine Tower, 3003 S. State St, Hours: 8am to 5pm, Monday – Friday

Housing Facilities:

Fletcher

First Floor (enter through Sybil, the site will be the first door to the left)

South Quad

The CLC is located on the 9th Fl., Room 9503

West Quad

The CLC is located on the 2nd Floor (above the dining rooms)

East Quad

The CLC is located in the basement, Room 76

The CLC is located at ground level when entering from East University; Room 160

Helen Newberry

The CLC is located in the basement on the east side of the building. Enter from the main door on the Maynard side of the building. Go downstairs and continue to the end of the corridor.

The CLC is located on the first floor. Entering the building from Maynard St, walk up the half-flight of stairs and go through the secondary door; located immediately on your left.

Mary Markley

The CLC is located on the 1st Floor, Room 1036, on the first floor in the central part of the building. Enter from the loading dock and follow the central hallway until it splits off. Turn left. Just before the fire door turn left and proceed down the hall. The site will be on your right.

The CLC is located on the 4th floor (main concourse) directly across from the front desk, Room 4011.

Alice Lloyd

The CLC is located on the 1st Floor. Enter the building from the front doors, off of Observatory. Take the stairs behind the mail boxes to the basement. The site will be straight ahead.

The CLC is located on the same level as the front desk: from the main entrance, turn left (west) down the main corridor; last room (2562) on the right.

Couzens

The site is located on the 2nd Floor, near the main lobby. The site is just to the right of the Living Room. The CLC is located on the first floor; Room 1211.

Mosher-Jordan

The CLC is located on the 1st Floor, on the Jordan side of the building. Take the stairs at the main entrance down to the first floor and take a left in the lobby area. The CLC is directly in front of you.

Oxford

The CLC is located in Room C110 of Seeley House (near the main lobby)

North Campus, Baits

In Baits 1, the site is located on the lower level of Eaton House. In Baits 2, the site is located on the lower level of Coman house. The CLC is located in Coman House (Baits II), Room 1000

Bursley

The site is located on the east side of the building. Enter through the East Dock and turn right. The site will be first door on the right.

NW Community Apts:

2 computers available anytime at Baxter Road; 1 at Community Center

Mail Services/Printing:

3-4 computers available at all times

Unions/League/Commons:

Computers available during normal business hours in all three buildings; computer lab in Michigan Union available 24/7

UMHS

UM Health System Human Resources Recruitment and Staffing:

North Campus Administrative Complex, 2901 Hubbard, Suite 1100, Hours: 7:30AM – 5:00PM, Monday – Friday

Environmental Services

3 stations in the employee lounge

Materiel Services

- 2 stations in the conference room
- 2 stations in the Warehouse
- 1 station in Central Sterile Supply
- 1 station in Mail
- 2 stations in Patient Equipment
- 3 stations in Patient Transportation

Food & Nutrition: 1 computer in UH B2 area outside of the kitchen.

Mott Radiology:

Conference room, F3317, has 1 computer for use by AFSCME staff.

Medical School:

75 computers available for staff in Taubman Medical Library, levels 4, 5 & 6, and in 3rd floor LRC computer clusters

6B Acute Care Medicine:

Multiple computers on the unit for AFSCME staff use

Main UH Entrance: 2 computers at entrance attendant worksites

UH O.R./PACU:

3 computers in the internet bar in room UH1C318, accessible 24/7

Mott O.R.: 3 computers in the lounge area

5West:

All computers in public areas on this unit are available for staff use

6A: 4 satellite computers as well as 4 in the report room, available to AFSCME staff 24/7

8B: 8 computers in the hallway; 6-8 computers in offices or Nursing conference rooms

ULAM: 6 different areas where there are computers available for all of our staff any time

MCHC: 1 computer in the Entrance Booth

CCGC: 1 computer in the Entrance Booth

Kellogg: 1 computer in registration area (may use upon request).

Website Listing of all UM Computing Sites:

<http://www.umich.edu/~sites/map/general.html>

APPENDIX J

LAPTIME NON-EXEMPT EMPLOYEES

The Bi-Weekly Time Report has a provision for lap time (1/2 time). Lap time occurs when an employee's regular schedule fluctuates day to day to an earlier starting time. This makes the earlier starting time (hours) part of a 24 hour period from the starting time of the day before.

However, if an employee works beyond their 8 hour workday, the pyramiding rule does not allow those 8 hours to be used twice in calculating the overtime for an earlier start (lap time) and also for the calculating of overtime at the end of the day beyond their 8 hours of regular time.

Example 1

The employee's regular schedule is 7am to 3pm. This schedule was worked on Monday. The supervisor asked the employee to come in Tuesday and work 6am to 2pm. In this case the employee would receive 1 hour of lap time.

Example 2

The employee's regular schedule is 7am to 3pm. This schedule was worked on Monday. The supervisor asked the employee to come in Tuesday at work 6am until the project was completed which was at 4pm. From 6am to 4pm is 10 hours (the employee has paid lunch time). In this case, for posting purposes, the employee would receive 1 hour of lap time (1/2 pay) from 6am to 7am, 8 hours of regular time from 6-2pm and 1 hour of straight from 2-3pm and 1 hour of overtime from 3-4pm.

Example 3

The employee's regular schedule is 7am to 3pm on Monday. The employee is asked to come in Tuesday and work 3am to 11am which is 8 hours. This employee would be entitled to 4 hours of lap time (1/2 pay) from 3-7am.

Example 4

The employee's regular schedule is Tuesday thru Saturday 4pm to midnight. On Saturday the employee is requested to work 12:30pm to 10:30pm which is 10 hours. From 12:30 to 4pm is 3-1/2 hours which would be paid lap time (1/2 pay) but for Saturday, the start of the day to accumulate overtime is 4pm, (since the first 3-1/2 hours worked were used in calculating the previous day's O.T.), as the remaining 6.5

hours worked is at straight time. Since the employee worked 10 hours for the day, for posting purposes you would enter 8 hours scheduled, 3.5 lap time and 2 hours straight time.

For comparison purposes, if the University did not pay lap time, but only paid for over 40 hours, the employee is example 4 would receive:

University Method

Pay for overtime (including lap time) with 42 hours actually worked

40	Reg.
+2	additional Straight Time
<u>+1.75</u>	Straight Time = (3.5 lap hours at ½ time)
43.75	Straight time hours paid

Dept. of Labor Method

Pay for overtime (over “40 hours in a week” rule per FLSA requirement but no lap time) with same 42 hours actually worked

40	Reg.
<u>+3</u>	Straight time = 2 hours at time and ½
43	Straight time hours paid

Therefore, the University pay policy with lap time is more favorable than the Dept. of Labor requires.

The above meets University Policy and FLSA reporting standards.

APPENDIX K

UNITS OF DISTRIBUTION (Subject to Change)

Alumni Association

Athletics

Radrick Farms Golf Course
Recreational Sports
UM Golf Course

UHR Children's Centers

College of Engineering

Dental School

Patient Services

Facilities and Operations:

AEC Construction Services
Custodial Services (by department)
Grounds Services
Facilities and Maintenance
Key Systems and Doors

Logistics, Transportation & Parking Department

Garage Operations
Logistics
Moving & Trucking
Parking Attendant Services
Parking Equipment Services
Parking Maintenance
Parking Sign Services
Transit Services

Facilities and Operations - Hospital Maintenance

Area I
Area II
Area V
HVAC Shop
Plumbing Shop
Electric Shop
Sterilizer Shop
ENWAH (Afternoons and Midnights)

Facilities and Operations – Campus Regions

Central Campus, East Region
Central Campus, West Region
Health Science Region
North Campus Region
South Campus Region

Institute of Social Research

Mail Room

LSA Facilities

Res/Comp/Facilities

Law School

Library Collections
Library Operations/Facilities

Michigan Medicine

Acute Care Medicine
Adult Psych Nursing
Chile Adolescent Psych
Entrance Services
Food Procurement
Med Procedures Unit
Nursing Services
Oncology Acute Care
Operating Rooms
 UMH, CVC,CW, East Ann Arbor, Mott, KEC
Orthopedics/Trauma
Paging & Information Services
Pediatric General Care
Post Anesthetist Care Unit, Mott
Survival Flight
Women's Birth Center
University Lab Animal Medicine (ULAM)

Central Sterile Processing Department (CSPD)

UMH CSPD
Children's and Women's (included MPU after hours staff assigned to C&W)
Cardio Vascular Center, CSPD
KEC, CSPD
EEA, CSPD
Livonia, CSPD

Environmental Services

CVC – Afternoons
CVC – Days
CW – Days
Taubman - Days
CW – Afternoons
CW – Midnights
CW – OR
MPB – Med Inn – UHS Afternoons
Taubman – Afternoons
UH – Afternoons
Stock – Day, Evening, Night

Health Services General Operations

Health System

Security Services

Laundry Services:

Laundry Distribution
Laundry Production (Laundry Plant on Dean Road)

Materiel Services

Lift Team
Mail Services
Patient Equipment
Patient Transportation
Specialty Carts (Team)
Shipping/Receiving (Dock Receiving Team)
Warehouse Services (Stockkeepers: days; evenings; nights; weekends)

Patient Food & Nutrition Services

Food Production/Procurement
Children's and Women's Patient Food Services
UH/CVC Patient Food Services

UH – Days

CGC – Days
Stock – Days
UHS – Days
Med Inn – Days

UH – Midnights

CGC Midnights

UH OR/Kellogg
CW – Afternoon Clinics

Med School Administration

Med School Facilities
Psychology
Microbiology and Immunology

Pathology

Washtenaw County Medical Examiner's Office
Wayne County Medical Examiner's Office

Procurement Services

Printing Services
Property Disposition

Student Life:

Michigan Dining

Bakeshop
Bursley
Catering (Michigan Union)
East Quad
Lawyers Club
Martha Cook
Mary Markley
Mosher Jordan (Hill Dining Center)
North Quad
South Quad
Oxford
Housing

Michigan Dining - Retail

Fields Cafe
Fireside Café

Michigan Unions

Custodial Services
Food Services
Inn at the Michigan League
Maintenance

University Housing Facilities:

Alice Lloyd
Baits Housing
Betsy Barbour/Helen Newberry
Bursley Hall

Couzens Hall
East Quad
Fletcher Hall
Henderson House
Law Club
Martha Cook
Mary Markley
Mosher Jordan
North Quad
Northwoods Community Center
Northwoods I, II, III
Northwoods IV, V
Oxford Houses
South Quad
Stockwell
West Quad

Dearborn Campus

Facilities Operations:

Building Maintenance Services
Custodial Services
Grounds Services
Mail Services

Flint Campus

Facilities & Operations:

Printing Services
Grounds Maintenance
Custodial Services
Building Maintenance Services
Mail Services
Material Services

APPENDIX L

PERSONAL DISCRETION (PDT) TIME TRACKER

EMPLOYEE NAME: _____

MONTH	4-HOUR USAGE	8-HOUR USAGE
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

MEMORANDUM OF UNDERSTANDING - 1
MISCELLANEOUS

This confirms our agreement that:

Notwithstanding the provisions of Article X, Overtime, and at the option of the majority of employees in each group, the University may provide compensatory time off rather than pay for employees assigned to Great Lakes Research and Student Publications.

Where an employee is required to take meals provided during their assigned schedule of work, they will not be charged for meals when they are absent from work.

MEMORANDUM OF UNDERSTANDING - 2
UNIFORMS/TOOLS

UNIFORMS:

If an employee is required to wear a uniform, it will be provided by the department.

Maintenance of such uniform, will be at the discretion of the issuing department.

Each employee will receive a sufficient quantity of uniforms, based on the number of days worked per week (e.g. 2 x days worked +1).

TOOLS:

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

MEMORANDUM OF UNDERSTANDING - 3

WORK RULES

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

In the event that the application of a rule, regulation or requirement results in disciplinary action, the reasonableness of such rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures as it relates to just cause.

In addition, the arbitrary or capricious administration of a rule, regulation or requirement, including the use of non-relevant personal factors, as distinguished from employment related factors, shall be subject to review in the grievance and arbitration procedure.

MEMORANDUM OF UNDERSTANDING - 4

CHAIRPERSON OF THE BARGAINING COMMITTEE-PAY

If the Chairperson of the Bargaining Committee elects to take a full-time excused absence from work rather than a leave of absence, the Chairperson nevertheless will be paid for 80 hours in a bi-weekly pay period for 26 bi-weekly pay periods per annum. It is understood that such time paid is for time spent investigating grievances at Step Two, Step Two hearings, disciplinary hearings, conferences, and the preparation for hearings, conference, and arbitration. 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 areas are more or less than the hours for which paid.

It is further understood that, in the event of such full-time excused absence, the University shall pay fringe benefit premiums to the same extent as a full-time employee, except that the Chairperson of the Bargaining Committee will have the option to: 1) have their PTO accruals paid out at the outset of this appointment; or 2) request to have their PTO accruals held in abeyance until such time of their return to the bargaining unit.

The chairperson of the Bargaining Committee shall be paid at the job rate of pay grade fourteen (14).

In the event, however, the Chairperson ceases to perform the functions set forth in this Memorandum or designates a representative when otherwise available (sickness, vacation, other short term absences and overlapping commitments covered by the Memorandum excepted), after notice to the Union and a reasonable opportunity to remedy the situation, the pay shall cease until the situation is remedied.

**MEMORANDUM OF UNDERSTANDING - 5
SPECIAL INDIVIDUAL RATES AS A RESULT
OF CHANGES IN CLASSIFICATIONS AND
PAY GRADE ASSIGNMENTS UNDER PRIOR AGREEMENTS**

This confirms our agreement that:

Employees assigned to a classification in Appendix B. of this Agreement which has a lower pay grade than that of the classification to which they were last assigned under the agreement executed on March 7, 1974, will remain in the higher pay grade despite the fact that these classifications are now assigned to a lower pay grade or they are assigned to a new or different classification which has a lower pay grade. Such employees will remain in the higher pay grade as long as they remain in the classification to which they were assigned on the execution date (March 24, 1977) of the prior agreement or until they are offered assignment to a classification for which they have the necessary qualifications as defined in Article 20, and which is within their classification series, or for Custodian II's to the Maintenance Mechanic classification series and the Offset Press Attendant to the Finishing Machine Operator classification series, and which classification has the same or higher pay grade than the pay grade in which they have remained. Such an offer of assignment must be in the employee's same geographic area (Ann Arbor, Flint, or Dearborn).

The offering of an assignment to a classification which has the same or higher pay grade shall not violate a provision of Article 20.

The employees who remain affected by the application of the March 24, 1977, Memorandum and this Memorandum shall be set forth in a separate memorandum.

In addition, the remaining employee, now classified as Dispatcher I, covered by the Memorandum of March 7, 1974, shall continue to be covered by the provision of that Memorandum.

MEMORANDUM OF UNDERSTANDING - 6
UNION ORIENTATION

The University will allow the Local Union President, or their designee who will be the Bargaining Chairperson, an Officer or Chief Steward, to participate in the University's New Employee Orientation Program, if the orientation is attended by new employees hired into positions at the University which are represented by AFSCME, Local 1583. The Union will be allowed a reasonable time period to discuss such items as, but not limited to (1) the signing of Voluntary Authorization For Deduction Of Initiation For Or Processing Fee And Union Dues Or Service Charge (2) providing the names and telephone numbers of union representatives (3) discussing the employee's rights and responsibilities as well as provisions of the Collective Bargaining Agreement. Where applicable, the Union Official participating in the orientation will do so without loss of time or pay from their assigned schedule of work.

MEMORANDUM OF UNDERSTANDING - 7
PRE-ARBITRATION GRIEVANCE INVESTIGATIONS

During the term of this Agreement, both parties agree to an experimental procedure for the investigation of grievances prior to submission to arbitration, the intent of which is to reduce the number of grievances submitted to arbitration.

The Chief Stewards, not to exceed six (6) will be granted time off from their assigned schedule of work without loss of time or pay for a maximum of four (4) hours per week, for the sole purpose of investigating grievances subsequent to receipt of a written answer at Step Two of the Grievance Procedure and prior to submission of such grievances to arbitration.

Either the Union or the University may cancel this procedure on seven (7) days notice to the other party.

MEMORANDUM OF UNDERSTANDING - 8
CHIEF STEWARD PILOT PROGRAM

There will be a pilot held for a period of 12 months beginning October 1, 2009 and ending December 31, 2010. The purpose of this pilot is to create efficiencies in the problem-solving and grievance resolution process on the Ann Arbor campus and the Health System campus, by the pre scheduling of Chief Steward time. This new process does not apply to the Dearborn campus or Flint campus. It is jointly agreed that an additional four (4) hours per week will be granted to the six (6) Chief Stewards currently released for pre-arbitration grievance investigations. These additional prescheduled hours will be used to complete grievance investigations and documentation as well as engagement in local problem solving and resolution as noted on the Problem-Solving Grievance Flow Chart. The meetings will be scheduled through HR.

During the pilot each Chief Steward will be required to maintain a log of activities. The frequency of scheduled meetings and the type of activities engaged in during release time will be jointly reviewed every 3 months. Other measures for review may include but are not limited to: total number of release hours, number of unscheduled call-aways from work and the number of filed step 2 grievances. Other activities may include Chief Steward training for consistency in contract interpretation and provision of training to district stewards to maximize problem solving at the local level. . A joint committee will be convened within 90 days of contract ratification to plan implementation, create logs, define measures and develop a communication plan.

Each Chief Steward will be placed on a special schedule for maximum flexibility and no use of overtime will occur while carrying out the functions of the Chief Steward role.

Coverage of this additional time away for the Chief Stewards may be provided without restriction by temporary staff or if necessary by staff members placed on a special schedule.

In the event that a Chief Steward ceases to perform the functions set forth in this pilot, after notice to the union and a reasonable opportunity to remedy the situation, the four (4) additional hours will be revoked until the situation is remedied. The Chief Steward will continue in their role and be returned to work.

The University or the Bargaining Chairperson with fourteen (14) days notice may stop this pilot. At such time the four additional hours for each of the six (6) Chief Stewards will be revoked. Again the Chief Stewards will continue in their role but returned to work.

At the end of the pilot, the measures will be reviewed to assess if the desired efficiencies have occurred. A joint decision will be made on whether to continue through the remainder of the bargaining agreement.

MEMORANDUM OF UNDERSTANDING - 9
SAFETY SHOES

The University shall reimburse employee(s) for the actual costs of safety shoes provided by the employee(s), not to exceed \$130.00 per employee, only when required to be worn by the University and upon receipt of satisfactory evidence of purchase. Such safety shoes provided by the employee(s) must meet University specifications as to style and material and/or applicable safety standards established by federal or state laws or regulations.

MEMORANDUM OF UNDERSTANDING - 10
ALLEGED MISCLASSIFICATION OF AN EMPLOYEE

The University and the Union agree to the following experimental procedure:

If the Chairperson of the Bargaining Committee disagrees with a determination that an employee is not misclassified, an on-site visit to the job will be arranged for the Chairperson of the Bargaining Committee upon the Chairperson's request to a designated representative of University Human Resources. A representative of the University, at its option, may accompany the Chairperson.

Either the University or the Union may cancel this procedure on seven (7) days notice to the other party.

MEMORANDUM OF UNDERSTANDING - 11
TECHNOLOGICAL CHANGE

In order for the parties to be informed concerning matters of mutual interest regarding technological change, the Union and the University agree to establish a Technological Change Information Committee, to be comprised of five representatives from each party. At the request of either party, meetings shall be scheduled at a mutually agreeable time and place. At least one calendar week prior to the meeting, the University and/or the Union shall submit an agenda of matters to be discussed to the other party. These matters may include concerns regarding the utilization and reorientation of employees affected by such changes. If no such agenda is submitted, there shall be no meeting.

MEMORANDUM OF UNDERSTANDING - 12
CHILD CARE

In the event the University conducts a study of Child Care Programs, the Union will be given an opportunity to provide input. Upon completion of any such study, the University will hold a Special Conference with the Union to report the findings and results.

MEMORANDUM OF UNDERSTANDING - 13
HEALTH INSURANCE

In addition to the current health care programs offered by the University, the University will offer a Blue Cross/Blue Shield Comprehensive Major Medical program where the full family coverage premium does not exceed the University's contribution.

It is understood that to accomplish this, the offered program may change from time to time.

MEMORANDUM OF UNDERSTANDING – 14

WORK SCHEDULE OPTION AND OVERTIME PAY

It is understood and agreed that upon arrangements acceptable to the Union and the University and notwithstanding the provisions of Section A of Article 8 and Section A of Article 10, a normal schedule of work can consist of ten (10) hours per day and forty (40) hours per week.

In such a case, any employee or employees involved shall not be eligible for the daily overtime premium provided in Section A of Article 10 until such time as the hour calculation exceeds ten (10) hours in a day.

MEMORANDUM OF UNDERSTANDING – 15

HOSPITALS AND HEALTH CENTERS TRAINING INITIATIVE

During the life of the Agreement, the Hospitals and Health Centers agrees to invest up to \$100,000 per year, for up to four (4) years, to create training opportunities for employees to qualify for positions at the Hospitals and Health Centers. It is understood that the training initiatives will be focused on classifications for which there are current or anticipated recruitment needs. A Special Conference will be convened prior to the initiation of training to receive input on the planned training.

MEMORANDUM OF UNDERSTANDING – 16

PRESIDENT'S PAY

At the request of the Bargaining Chairperson the President of AFSCME Local 1583 may elect to take a full-time excused absence from work rather than a leave of absence, the President nevertheless will be paid for 48 hours in a bi-weekly pay period for 26 bi-weekly pay periods per annum. It is understood that such time paid is for time spent representing employees in the Grievance Procedure when there is a Chief Steward vacancy or a Chief Steward not available, conducting Union Orientation (per Memorandum of Understanding #6), filling in for the Bargaining Chairperson for a short duration and may represent the Union on Committees. 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 areas are more or less than the hours for which paid. Hours designated will be set by the University following consultation with the President.

It is further understood that, in the event of such part-time excused absence, the University shall pay fringe benefit premiums to the same extent as a full-time employee, except that the President will have the option to: 1) have their PTO accruals paid out at the outset of this appointment; or 2) request to have their PTO accruals held in abeyance until such time of their return to the bargaining unit.

The President shall be paid at the job rate of pay grade fourteen (14) or the top rate as the case may be.

In the event, however, the President ceases to perform the functions set forth in this Memorandum after notice to the Union and a reasonable opportunity to remedy the situation, the pay shall cease until the situation is remedied.

This memorandum may be revoked by the Bargaining Chairperson with fourteen (14) days notice. At such time the President would be placed on an unpaid Leave of Absence.

MEMORANDUM OF UNDERSTANDING – 17

ARBITRATION BACK LOG & EXPEDITED ARBITRATION (XARB)

The following procedure has been agreed to by the parties in an effort to reduce the number of grievances pending at arbitration. It is understood that the following is a one time pilot program that ends with the expiration of the current agreement (insert date) and will proceed as follows;

1. Within 60 days following execution of this agreement a meeting will be held with representatives of the University, AFSCME Council 25 and AFSCME Local 1583 to review their records and determine the number of cases of pending grievances appealed to arbitration (backlog). Only grievances appealed to arbitration prior to the execution date of this agreement will be considered for this process.
2. After the backlog has been agreed to by the parties, a meeting will be held within 60 days to decide which cases will be submitted to expedited arbitration (Xarb). Unless there is mutual agreement to proceed to Xarb, pending cases will proceed under the provisions of Article 40 of the agreement. Provided the conditions of 1 and 2 above are satisfied, arbitrators will be contacted to hear cases no later than 120 days from the execution of the agreement.
3. The University and the Union will agree upon the arbitrator(s) to hear Xarb cases. It is understood that the arbitrator will hear multiple cases in a day. The hearing will involve, unless agreed to otherwise by the parties, an opening statement, submission of documentary evidence and a closing argument. The parties will meet and agree on additional specific process for the hearing. The arbitrator will submit a brief written decision following the hearing. All Xarb decisions are final and binding and without precedent. All fees and expenses of the arbitrator are shared by the parties.
4. Nothing in the Xarb procedure will prevent the parties from arriving at settlement of pending arbitrations prior to hearing.

At the request of either party, the parties will meet in Special Conference for the purpose of evaluating the process.

MEMORANDUM OF UNDERSTANDING – 18

ONE-TIME LUMP SUM PAYMENTS

In addition to the job rate on the appropriate wage schedule in Appendix A, an individual employee may be granted a one-time, lump-sum gross wage payment under the following conditions:

1. Any department wishing to make such a payment must establish criteria and share those with the appropriate University Human Resources Office and AFSCME Local 1583 for input, in advance of payment.
2. Such payment to an employee will not exceed \$1000, and/or up to eight (8) hours of PTO could be awarded. Such payments can occur no more than once per year for any individual employee.

MEMORANDUM OF UNDERSTANDING - 19

LABOR/MANAGEMENT COMMITTEE ON STANDARDIZATION OF QUALIFICATIONS FOR SELECTED CLASSIFICATIONS

The Union and the University agree to the formation of a joint committee to review the possibility of standardizing qualifications for selected pay grade 2-6 classifications for the purpose of defining minimum necessary qualifications. The committee will consist of three representatives for the Union and three representatives for the University. The three representatives for each party may change based on the specific classifications being reviewed at any given time. At the mutual agreement of both parties, additional representatives for both parties may be invited to meet with the committee to provide input on specific classifications being reviewed at any given time. Any person who loses time from their assigned schedule of work participating on this committee will do so without loss of time or pay. Mutual agreement must be obtained by the parties on standardized qualifications for any specific classification. If mutual agreement is not reached no standardized qualifications will be established for that specific classification. The classifications to be reviewed by the committee are as follows:

Pay Grade 01:

Custodian I, Laundry Feeder Folder, Food Service Worker

Pay Grade 02:

Unit Custodian, Laundry Presser, Patient Transporter

Pay Grade 03:

Nurse Aide I, Locker Room Attendant, Parking Attendant, Baker I, Laundry Checker, Laundry Classifier, Kitchen Cleaner, Cook I, Hospital Cook I, Custodian II

Pay Grade 04:

Nurse Aide II, Patient Visitor Entrance Attendant, Fixture & Wall Cleaner, Venetian Blind Cleaner, Postal Clerk I, Dispatcher I, Stockkeeper I

Pay Grade 05:

Nurse Aide III- Burn Care, Nurse Aide III- Intensive Care, Nurse Aide III- Orthopedic Care, Patient Equipment Attendant, Baker II, Cook II, Hospital Cook II, Groundskeeper I, Processor Instrument/Sterilizer, OR Instrument Processor I, Laundry Weigher Loader, Laundry Machine Operator

Pay Grade 06:

Service Station Attendant, Dispatcher II, OR Instrument Processor II

This committee will be in effect for as long as it takes to review the above referenced classifications. Scheduling of meetings will be at the mutual consent and availability of the respective representatives.

MEMORANDUM OF UNDERSTANDING – 20

TRAINING

In support of employee development and of units in accomplishing their missions, the University and AFSCME agree to the following:

- A joint committee will identify existing employee development opportunities, both internal and external, that may assist employees in attaining necessary and desired qualifications for future open positions. The committee will also create a communication plan to facilitate the dissemination of this information throughout the bargaining unit.
- Individual departments may create training programs in order to provide opportunities for employees to become qualified for future openings. In such a case, when an opening occurs in one of these classifications, the department may select from among those employees who have been trained, prior to posting. Departments may seek advice from the Joint Committee on the creation of the training program. An AFSCME member of the committee may participate in the selection process in an advisory capacity.
- Any training initiative will include an assessment of institutional needs, employee interests, a process to identify employees who will be part of training or mentoring employees, and a joint evaluation process.
- Facilities Operations will maintain its current program of training employees, currently known as “Employees Working Out of Classification” (EWOC).
- An individual supervisor may identify the potential for on-the-job training for an employee who has bid on an open position. If the supervisor believes that the employee could meet the necessary
- or desired qualifications within thirty days, that employee will be transferred to the new position, and paid at a training rate for the thirty (30) day period of training, which is 50% of the difference between current rate and new pay grade job rate. Employee will move to job rate upon successful completion of the 30 day training period.

MEMORANDUM OF UNDERSTANDING – 21
CLASSIFICATION REVIEW PROJECT

The Union and University agree to the formation of a joint committee to review the following job classifications for potential reclassification to higher level positions:

Instrument Sterilizer Processors
Millwrights
Autopsy Attendants
Transit Coach Operators
Groundskeeper
Lift Team
Heavy Equipment Operator

The committee will consist of three representatives for the Union and three representatives for the University, not including representatives from Compensation and Classification.

The criteria to be used when evaluating such individuals or classifications is as follows:

Significant change in:

- Duties and responsibilities;
- Authority and accountability;
- Job complexity
- Change in knowledge and skills required to perform the job
- Scope of assignments/responsibilities

Market factors:

- Turn-over rates
- Amount of time to fill open positions
- Recruitment/retention efforts

Other factor(s):

- Financial impact on departments

Factors That Will Not Influence Reclassification:

- Length of service
- Acquired Degrees/licenses or certifications
- (unless otherwise specified by the requirements of the position)
- Volume of work
- The use of technology used to replace manual processes
- An employee's current rate of pay

An employee who loses time from their schedule of work while participating on this committee will do so without loss of time or pay. If there is no mutual agreement the current contract language will remain in effect during the term of this agreement.

The committee shall meet as soon as possible, however no later than 90 days from the execution of the agreement and shall conclude its work within six months of the initial meeting. The time may be extended by mutual agreement.

MEMORANDUM OF UNDERSTANDING - 22
HOME HEALTH AIDE LONGEVITY CALCULATION

For the purpose of calculating longevity pay, the seniority of AFSCME employees of Michigan Visiting Nurses (MVN) will be calculated from their hire date into MVN.

MEMORANDUM OF UNDERSTANDING - 23
OT AMBULANCE COMMUNICATION SPECIALIST

Subject to the limitations in this paragraph, it is understood and agreed that upon arrangements acceptable to the Union and the University, and notwithstanding the provisions of Section A of Article 8 and Section A of Article 10, that for the Ambulance Communications Specialists in the Survival Flight Department, a normal schedule of work can consist of:

Up to 12 hours a day and up to 48 hours a week.

In such a case, any employee or employees involved shall not be eligible for the daily overtime premium provided in Section A of Article 10 until such time as the hour calculation exceeds 12 hours in a day; they shall not be eligible for the weekly premium provided in Section A of Article 10 until such time as the weekly hour calculation exceeds 48 hours in a week. Provided, however, that the total number of hours worked by the employee does not exceed 1040 hours in a 26 week period.

MEMORANDUM OF UNDERSTANDING - 24
CLOTHING ALLOWANCE FOR SEASONAL AND 12 MONTH
TRANSIT COACH OPERATORS IN TRANSPORTATION
SERVICES

This Memorandum of Understanding (M of U) is an update to a prior Memorandum of Understanding between the parties dated August 6, 1990, regarding providing a uniform allowance to employees in lieu of providing uniforms. This current Memorandum of Understanding supersedes the referenced prior and is effective upon both parties signing this agreement.

The Union and the University agree that Transportation Services will provide a clothing allowance to all Transit Coach Operators in lieu of providing uniforms as referenced in Memorandum of Understanding #2 of our current Collective Bargaining Agreement. The following terms and conditions regarding the administration of this clothing allowance are as follows:

Clothing allowance payments will be processed through the University Payroll System and distributed to employees in a one-time annual payment of \$400 in the 2nd bi-weekly pay in October of each year. The University will not withhold taxes from these allowances, but they are subject to applicable Internal Revenue taxing regulations.

Employees who hire or transfer into the Department will receive their \$400 clothing allowance upon their hire and transfer. This payment will also be processed through the University Payroll System as referenced above.

Any employee who leaves the department for any reason subsequent to receiving the clothing allowance will not be obligated to repay the allowance they received.

Employees will be responsible for the purchase, repair and cleaning of their clothing, and maintaining a neat and proper appearance in accordance with the guidelines and requirements established by the Department.

MEMORANDUM OF UNDERSTANDING – 25

POSTING CUSTODIAN I JOB OPENINGS

The University of Michigan and AFSCME Local 1583 have agreed to extend the pilot program through June 30th, 2017, to allow for the posting of 50% of all Custodian I job openings in Plant Buildings and Grounds Services (PBGS). The purpose of this pilot is to:

1. Allow university-wide access to the OS1 program to all AFSCME members;
2. Assist PBGS in creating a wide and inclusive candidate pool;
3. Fulfill the staffing needs for available positions in Zones and the OS1 program;
4. Improve and expedite the hiring process and create efficiencies in processing Custodian I postings.

Internal Candidates:

1. Must meet the qualifications outlined in each posting;
2. Will be selected in seniority order;
3. Must have an employment record free of the following discipline (i.e. Written Reprimands, DLO's, etc.) for the 12 month period preceding the posting;
4. Must have an employment record free of any Sick Time Reviews and/or Conferences for the 12 month period preceding the posting.

The department will fill the remaining 50% of open Custodian I positions (on an alternating basis), from the current pool of qualified, available Temporary employees. As part of this agreement, the department will notify the union in writing (on a monthly basis), of all Custodian I positions filled, specifying those hired internally and externally.

This Memorandum of Understanding will not impact other departments/areas of the University and will not change or superseded any contract language regarding the exception to posting 01 job openings within the AFSCME bargaining unit.

With fourteen (14) calendar days notice, the University or AFSCME Bargaining Chairperson may request an end to the pilot. If that should occur, the department will cease posting any Custodian I job openings, and will return to posting positions as outlined in the current agreement.

At the end of the pilot, the success of the program will be reviewed to assess if the desired efficiencies were achieved. A joint decision will be made on whether to continue the pilot through the remainder of the bargaining agreement.

MEMORANDUM OF UNDERSTANDING – 26
MANDATORY INFLUENZA VACCINATION POLICY

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

It is the goal of the University of Michigan to protect patients, employees, trainees, staff, faculty, physicians, students and the University community at-large from acquiring influenza by maximizing the annual influenza vaccination rates among workforce members.

This MOU applies to all AFSCME employees of Michigan Medicine (and where required on the Ann Arbor campus), who are present for at least one working day from October 1st through March 31st.

Employment

As a condition of employment, all employees covered by the AFSCME contract must receive an annual influenza vaccination or possess a medical or religious exemption, that has been approved by the Religious Exemption Review Committee (RERC). Access to clinical areas will be restricted to employees who are compliant with these guidelines. Employees who are not in compliance with these guidelines by the date declared by the Infection Prevention Epidemiology Department will be subject to the disciplinary process.

Compliance with this policy includes the following:

1. Receiving the influenza vaccination by the date declared by Infection Prevention & Epidemiology Department. Influenza vaccines will be provided free of charge by Occupational Health Services (OHS) for Michigan Medicine employees. Ann Arbor campus employees will be provided influenza vaccines free of charge by the Michigan Visiting Nurses Association. Flu clinics in both locations will be provided held at various locations, dates and times.
2. Providing the employee's department compliance contact with proof of immunization (documentation that the vaccination was received) if vaccinated through provider other than OSH by date declared in the annual influenza vaccination plan.

3. If not vaccinated, obtaining an approved exemption by the date declared in the annual influenza vaccination plan. Employees granted an exemption must wear an approved surgical mask covering their mouth and nose whenever present in any clinical areas during the influenza season, as declared by the hospital epidemiologist.
4. Wearing the affixed "flu" sticker provided by OHS on the employee's ID badge.

Vaccine Shortage Contingency:

In the event of a vaccine shortage, the Department of Infection Prevention and Epidemiology and Occupational Health Services with support from Emergency Operations Management will develop appropriate recommendations for managing the resources available. Influenza vaccine will be offered to employee's based upon risk of population cared for, job function, and risk of exposure to influenza. Priority will be given to those who have face-to-face interaction with patients. Those who are prioritized to receive vaccine will be held to the mandatory standard. Those employees who are not prioritized to receive vaccine will be required to wear a surgical mask within clinical buildings during the duration of the shortage.

DEFINITIONS:

Employee – any AFSCME employee (regular and temporary), as defined, include all persons regardless of clinical responsibility or patient contact, including those who primarily work in a non-clinical workplace setting.

Influenza Season - an annually recurring season of increased prevalence of influenza infection usually in the fall and winter. The influenza season for the purposes of this policy will be determined by the Hospital Epidemiologist annually based upon local influenza activity.

Clinical Areas - any building in which an AFSCME employee provides patient care or where patients may be present, including the patient's home. This includes all patient rooms, hallways, waiting rooms, and cafeterias within the building.

Religious Exemption Review Committee (RERC) - representation from Infection Prevention and Epidemiology, Office of General Counsel, Office for Health Equity and Inclusion, Ethics Committee, and Spiritual Care.

Medical Exemptions will be reviewed by the Occupational Health Medical Director.

MEMORANDUM OF UNDERSTANDING – 27
CONTINGENT STATUS

During the life of this Agreement the parties agree to use the term “contingent status” to mean “...employment in which the work as well as the individual’s assignment is variable with respect to time, duration, assignment and availability and is established to meet patient care need”. This term will apply only to the contingent Home Health Aide I & II classification at Michigan Visiting Care and Michigan Visiting Nurse.

Based upon this understanding, we agree that the contingent assignments in Home Care Nursing may exceed the usual ninety (90) calendar days, outlined in Article I, Section B, paragraph 1-5 of our Agreement.

Contingent employees are used to address variability in workload and to provide relief for a regular employee. There will be no work time lost for regular employees when hours have been provided for a contingent Home Health Aide.

This memo will remain in effect until the negotiations start and will continue based on an agreement, if any, to be decided at the beginning date of the negotiations of the current contract that is out to expire on July 25, 2013.

MEMORANDUM OF UNDERSTANDING – 28
DISTRICT STEWARD PILOT PROGRAM

The parties agree to a six (6) month pilot beginning on January 1, 2018 and ending June 30, 2018. The purpose of this pilot is to create efficiencies in the problem-solving and grievance resolution process on the Ann Arbor and the Health System campuses by using technology (i.e. Blue Jeans, Skype, Face Time, etc.) to conduct first step grievance hearings (including time off suspensions), with employees and supervisors. This new process does not apply to the Dearborn campus or Flint campus. The District Steward from Patient Food and Nutrition (PFANS), will be used to conduct grievance investigations and documentation as well as engage in local problem solving and resolution as noted on the Problem-Solving Grievance Flow Chart. The meetings will be coordinated through the supervisors of PFANS and the grieving employee’s supervisor. The District Steward will be provided with a desk/lap top computer (or other hand-held electronic device (e.g. iPad), and a confidential, closed-door space in which to conduct union business and the employee will be

provided access to a confidential space and computer in which to virtually meet with the district steward.

During the pilot the District Steward will be required to maintain a log of activities. The frequency of scheduled meetings and the type of activities engaged in during release time will be jointly reviewed every 3 months. Other measures for review may include but are not limited to: total number of release hours, number of unscheduled call-aways from work and the number of Step 2 grievances filed with HR offices on campus and Michigan Medicine. Other activities may include monthly training of other District Stewards in the use of the technology. Such training must be scheduled and approved with the supervisor. A joint committee will be convened within 90 days of contract ratification to plan implementation, create logs, define measures and develop a communications plan.

For maximum efficiency, the District Steward will be assigned four (4) consecutive hours away from work each Wednesday to make themselves available to conduct first step grievance hearings and virtually attend suspension hearings for time-off discipline. Exceptions to the Wednesday schedule may be made for hearings involving suspensions. Further, the time frame may be increased with the mutual consent of the parties. However, the time frame will not exceed six (6) hours each week, nor will overtime occur while carrying out the functions of the District Steward role.

Coverage of this additional time away from work for the District Steward may be provided without restriction with the use of temporary staff or work reassignment.

In the event that a District Steward ceases to perform the functions set forth in this pilot, after notice to the union and a reasonable opportunity to remedy the situation, the four (4) additional hours will be revoked until the situation is remedied. If this occurs, the District Steward will return to work and their normal union role, until there is resolution to the issue prompting their removal from the pilot.

Additionally, the University or the AFSCME Bargaining Chairperson may stop this pilot with thirty (30) days' notice to the University. At such time the four additional hours will be revoked and the District Steward will continue in their normal union role, and also return to their normal schedule of work.

At the end of the pilot, the measures will be reviewed to assess if the desired efficiencies have occurred. A joint decision will be made on whether to continue through the remainder of the bargaining agreement.

MEMORANDUM OF UNDERSTANDING – 29
DRUG TESTING

As a condition of any job movement, including but not limited to transfer, promotion, or transfer due to reduction in force, from Campus positions to Michigan Medicine positions, AFSCME-represented employees will be subject to, and must pass, the same drug test that is a pre-employment condition for all Michigan Medicine employees.

UMHS Policy 04-06-036, "Drug Free Workplace Policy," shall apply to all AFSCME-represented employees at Michigan Medicine. Any AFSCME-represented employee who is convicted of a criminal drug violation or a driving violation that involves the use of alcohol or drugs must notify his/her supervisor or Human Resources in writing within five (5) calendar days of the conviction. The employee may also self-report to the UMHS Employee Assistance Program.

UHMS Policy 04-06-037, "For Cause Drug Screening," shall apply to all AFSCME-represented employees at Michigan Medicine. In addition to Policy 04-06-037, the following apply:

Safeguards

No AFSCME represented employee may be asked to submit to a drug test in the absence of factors that create a reasonable suspicion of impairment and cause for testing and without an opportunity to consult with an AFSCME representative.

Upon receipt of a report that there may be reasonable suspicion to justify for-cause drug testing, an attempt to notify an AFSCME representative by phone and/or email, and provide an opportunity for the employee to speak with their representative before the test is performed. This can be done by phone or in person at the test site, and must occur within 60 minutes of the attempt to notify.

When any ASCME employee who, under the guidelines of the above-referenced requirements, must submit to drug testing, the following will apply:

1. During the period of suspension, pending results of the drug test, the employee may access any available PTO accruals to maintain their income;

2. If the employee is placed on suspension and has no available PTO, and the outcome of the test results are negative, the employee will be reimbursed for all hours scheduled to work during the period of suspension;
3. If the results of the drug test are 'negative', any PTO accruals used by the employee during the period of suspension, will be reimbursed to their PTO bank upon the employee's return to work;

Employee Assistance Program (EAP)

AFSCME supports the use of the Employee Assistance Program to assist in the myriad of challenges embedded in delivering services in a healthcare environment.

The Employee Assistance Program is staffed with capable clinicians who are knowledgeable about the challenges of healthcare and mental health conditions, including substance use disorders which could interfere with providing safe care.

It is estimated that between 8-14% of healthcare employees and professionals have a substance use disorder. In 2001, Robert Wood Johnson declared substance use disorders as the number one health problem in the United States. Substance use disorders, like other chronic illness (ex: hypertension, asthma, and diabetes), respond equally well to treatment.

The employee Assistance Program staff is available to provide a safe, confidential space for employees to come and discuss the possibility that they might be wrestling with a substance use disorder. It is not easy to talk about substance use disorders because they often evoke feelings of shame, blame, or fear for one's future. All staff who seek services from the employee Assistance Program will be treated with compassion and be provided with appropriate resources for evaluation, diagnosis, and treatment; maintenance of confidentiality; and monitoring upon completion of rehabilitation.

Over the years, the Employee Assistance Program has advocated for early intervention, prevention, training and education on substance use disorders, so lives are not lost, careers are not jeopardized and safety is not compromised.

Self-Reporting

Any AFSCME employee who believes s/he may be impaired is encouraged to self-report to the Employee Assistance Program.

Reporting by Another Source

Anyone who has a good faith, reasonable suspicion that an employee may be impaired while on duty, has used alcohol or unauthorized drugs while on duty, is in the possession of alcohol or drugs while on duty shall report their suspicion to a Human Resources representative. The report, preferably in writing, must state specific, objective facts and reasonable inferences drawn from such facts in the light of experience that led to the report. Observation of suspected impairment should be corroborated by a second supervisor/manager.

MEMORANDUM OF UNDERSTANDING - 30

PREVENTION OF SPREAD OF COMMUNICABLE DISEASES UPON TRANSFER, PROMOTION, OR DEMOTION FROM CAMPUS POSITIONS TO MICHIGAN MEDICINE POSITIONS (TDAP)

UMHS Policy #04-06-002, "Infection Control Practice for Hospital Personnel: Prevention of Spread of Communicable Diseases" shall apply to all AFSCME represented employees at Michigan Medicine. All AFSCME represented employees shall comply with the University's TB screening Program. This may include annual TB screening.

As a condition of any job movement to a position in Michigan Medicine from outside the "Hospital", AFSCME represented employees must comply with the requirements of UMHS Policy #04-06-002.

It is the policy of Michigan Medicine to protect its patients, visitors, employees, and volunteers against communicable diseases through the evaluation of exposure to communicable diseases, by conducting an immunization program against specific communicable diseases, and by enforcing work restrictions for specific communicable diseases.

POLICY/PROCEDURE PURPOSE

The purpose of this policy is to establish infection control practices regarding exposure of Michigan Medicine patients, visitors, and workforce members to communicable diseases, and also to control the spread of communicable diseases from exposed personnel.

1. Proof of immunity to diseases as determined by the Infection Control Committee (ICC) and screening histories shall be provided to Occupational Health Services (OHS) and/or mandatory vaccines

shall be administered to AFSCME-represented employees as a condition before any job movement from a Campus position to a Michigan Medicine position, including but not limited to promotions, transfers, or transfers due to reductions in force.

- a. The employee health screening must be completed prior to approval of the employee's transfer, promotion or other job movement from a Campus position to Michigan Medicine position is approved by Human Resources.
- b. Workforce members are required to document proof of immunity/vaccination to certain communicable diseases, including measles, rubella (German measles), mumps, pertussis and varicella (chicken pox). Immunity to those diseases will be documented at the new employee health screening. If proof of immunity or vaccination is not available, blood can be drawn to assess immune status or vaccine will be given. Any changes will be provided to Human Resources.
 1. Exceptions due to medical contraindications may be granted on a case-by-case basis through OHS.
 2. For varicella (chicken pox), immunity will either be assessed by providing documentation of a two shot series of the varicella vaccine or by a varicella titer test. Birth before 1980 or diagnosis/verification of a history of varicella or herpes zoster by a healthcare provider will not be accepted as proof of immunity.
 3. The Supervisor reminds workforce members of need for these tests and is responsible for enforcement.
 4. Workforce members who fail to comply will not be eligible for any job movement, including but not limited to transfer, promotion, or transfers due to reductions in force into Michigan Medicine positions unless compliance is achieved.

MEMORANDUM OF UNDERSTANDING - 31

REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR FELONY CONVICTIONS

Effective July 1, 2021, Standard Practice Guide 601.38, Disclosure of Felony Charges and/or Felony Convictions shall apply to all employees of the AFSCME bargaining unit.

Article 38, Discipline, shall apply to any disciplinary action resulting for an employee's disclosure of, or failure to disclose a felony charge and/or conviction.

1. POLICY:

It is important that the University's academic, research, patient care and service missions are delivered in a safe and secure environment for all University constituents, including students, visitors, patients and employees. These missions are delivered by a dedicated and committed community of staff. In order to better promote safety and security and mitigate potential risk, individuals identified below are required to disclose any felony crime for which they have been charged or convicted. This policy is intended to promote fair and consistent methods to obtain, analyze, apply and retain this information.

2. REGULATIONS:

- A. All staff must disclose any felony charge and any felony conviction that occur while employed, appointed, otherwise engaged in University dues, associated with the University or while during a period of approved leave. The disclosure must be made within one week of knowledge of the charge, within one week of the conviction, and if on an approved leave, within one week of returning to University duties.
- B. The self-disclosure is made by completing and submitting the Self-Disclosure of Felony Charge and/or Conviction (<https://hr.umich.edu/self-disclosure-felonycharge-andor-conviction-form>) form.
- C. Individuals disclosing a felony charge and/or conviction must provide truthful and accurate information and consent to a background check.

- D. Individuals who fail to disclose felony charges and convictions, and/or fail to provide accurate details regarding felony charges and convictions, or fail to consent to a background check will be subject to disciplinary actions up to and including termination.
- E. More expansive self-disclosure to the University of criminal charges/convictions may be required of certain classes of individuals, including those who are subject to external licensing requirements (e.g., commercial vehicle operators, licensed health care, child care and law enforcement professionals, etc.) and those paid by an external funding source with such requirements, (e.g., those working on federal contracts subject to the disclosure requirements of the alcohol and other drug policy, etc.).

Any material changes to SPG 601.38, Disclosure of Felony Charges and/or Felony Convictions will be the subject of collective bargaining.

For a complete overview of the policy, please see SPG 601.38

LETTER OF AGREEMENT

SELLING BACK UNUSED PAID TIME OFF (PTO)

Effective January 1, 2020, the process and language in Article 25, 'PAID TIME OFF', specifically Section F, paragraph 25-21, subparagraphs 1-2, 'SELLING BACK UNUSED PTO TIME', within the Collective Bargaining Agreement between The Regents of the University of Michigan and AFSCME Local 1583, Council #25 of the American Federation of State, County & Municipal Employees, AFL-CIO will have the potential to negatively impact bargaining unit members with regard to their income tax liability.

If left unchanged, the current language within the AFSCME Collective Bargaining Agreement will effectively create an income tax liability for employees known as, "Constructive Receipt," which means that employees would be subject to income tax based on the accrued balance in their PTO banks.

This consequence is created by having language within the Collective Bargaining Agreement that one, allows and election period in one tax

year and two, disburses the Paid Time Off sell back funds to the employee the subsequent tax year.

Example: Employee elects to sell back to the University Unused Paid Time Off during October (2019) open benefit enrollment period, and the University disburses the Paid Time Off funds to the employee in his/her last paycheck received in January (2020).

To avoid the “Constructive Receipt” tax liability in the above example, the Union agrees to the following:

1. Employees may sell back to the University one hundred sixty (160) hours of PTO, at 100% of current value (current Collective Bargaining Agreement language).
2. Modify the current designation period of October (open benefit enrollment period) with disbursement to the employee in the employee’s last paycheck in January of the following year, to one of the election and payment periods below (employee must select one election and payment period):

January 1st through the 15th, employee election period in concurrence with the current Collective Bargaining Agreement’s written request submittal process:

Payment — the last paycheck received in the month of January;

-OR

May 1st through the 15th, employee election period in concurrence with the current Collective Bargaining Agreement’s written request submittal process:

Payment — the last paycheck received in the month of May.

In the event either party has concerns about how this Agreement is implemented, the parties will meet and discuss the issues promptly, and attempt in good faith to resolve any differences.

INDEX

Subject	Para	Page
Arbitration	40-1	102
Authorization for Check Off	6-1	6
Back Wages	40-10	104
Bargaining Unit	1-1	1
Bargaining Unit Work	42-1	106
Bidding Procedure	20-15	35
Bulletin Boards	7-1	8
	Appendix H	146
Call Back Pay	12-1	21
Classifications, Changed or New	9-4	13
Classification Series	Appendix E	138
Classification Titles and Pay Grades	Appendix B	118
Computing Sites	Appendix I	149
Definitions:		
Afternoon Shift	11-1	20
Calendar Week	10-19	18
Day	10-19	18
Employees	1-3	1
Evening Shift	11-2	20
Full Time Employee	1-8	2
Grievance	39-20	96
Necessary Qualifications	20-3	32
Overtime Premium	10-1	14
Part-time Employee	1-9	2
Employee, Probationary	18-1	27
Promotion	20-1	32
Regular Job Opening	20-2	32
Seniority	16-2	23
Split Shift	11-4	20
Student Employee	1-10	2
Temporary Employee	1-4	1
Time Paid, Overtime	10-3	15
Unit of Distribution	10-19	18
	Appendix K	156
Disability Plan	33-1	82
Discharge or DLO, Review with Union	38-7	91
Discipline	38-1	88
Discrimination	4-1	4

Subject	Para	Page
Dues or Service Charge or and Initiation or Processing Fee	6-1	6
EWOC	15-1	22
EWOC Tracker	Appendix G	145
Funeral Leave	26-1	56
Grievance Flowchart, Problem Solving	Appendix F	144
Grievance Procedure	39-1	94
Health and Safety	37-1	86
Holidays	22-1	41
Injury, On-the-Job	37-7	88
Insurances	30-1	79; 168
Investigation of Grievances by Council & Int'l	39-39	100
Job Posting	20-15	35
Jury Duty Service	27-1	57
Laptime	Appendix J	154
Lead Person Pay	41a-1	106
Leaves of Absence	29-1	58
Longevity Pay	35-1	83
Lunch Periods	8-5	10
Management Rights	2-1	3
Memorandums of Understanding		162
Military Duty	28-1	58
Miscellaneous		162
Necessary Qualifications	20-3	32
Nepotism	20-16	37
No Interference Guarantee	3-1	3
No Lockout Guarantee	3-1	3
Non-Discrimination	4-1	4
Notice of Disciplinary Layoff or Discharge	38-6	90
Notice, Holiday Work	22-10	43
Notice, Work Schedule Change	8-6	10
On-Call Pay	14-1	22
One Time Bank	25-22	54
Overtime Provisions	10-1	14
PTO	25-1	46; 188
Pay Grades	Appendix A	111
Personal Discretion Time (PDT)	24-1	45
Personal Discretion Time Tracker (PDT)	Appendix L	161
Probationary Employees	18-1	27
Preference, Seniority for Reduction of the Working Force and Recalls	19-15	30

Subject	Para	Page
Promotions and Transfers	20-1	32
Recall Procedure	19-12	29
Reclassification		175
Recognition	1-1	1
Reduction of Hours Procedure	19-20	31
Reduction of the Working Force and Recall	19-1	28
Reinstatement	16-12	25
Reporting Pay	13-1	21
Reports	17-1	26
Rest Periods	8-18	12
Retirement Plan	34-1	82
Return to Unit	21-1	40
Safety Shoes		167
Schedule Changes	8-6	10
Season Days	23-1	43
Seniority, Acquiring	18-5	28
Seniority, Loss of	16-4	24
Seniority Preference	19-15	30
Seniority, Same Date	16-13	25
Shift:		
Afternoon	11-1	20
Evening	11-2	20
Split	11-4	20
Shift Change Request	20-15	35
Shift Premium	11-1	20
Sick Pay (see PTO)		
Special Conference	41-1	105
Special Schedule Defined	8-4	10
Steward Districts	Appendix C	128
Steward Schedule Changes	8-15	12
Stewards and Chief Stewards	19-15	30
	39-1	94
	Appendix C	128
Student Employee, Use of	42-9	107
Subcontracting	42-1	106
Supervisors Working	42-14	108
Temporary Help, Use of	42-9	107
Temporary Layoff	19-16	30
Term of Agreement	44-1	110
Transfer, Rates of Pay	15-6	23
Transfer, Request	20-4	32

Subject	Para	Page
Trial Period After Promotion or Transfer	20-24	38
Tuition Support Program	36-1	85
Union Conferences - Excused Absence	29-17	68
Union Representation	39-1	94
Union Security	5-1	5
Units of Distribution	Appendix K	156
University Representation	39-17	92
University Review Committee	39-17 40-2	92 102
Vacation (see PTO)		
Wage Schedule and Implementation	Appendix A	111
Waiver	43-1	109
Wash-Up Time	8-19	13
Witness Service	27-1	57
Work Schedules	8-1	9
Workers Compensation	25-26	55
Working out of Class	15-1	22