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Title: **Michigan, University of and American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO, Local 1583, Council 25 (2002)**

K#: **800064**

Employer Name: **Michigan, University of**

Location: **MI Ann Arbor**

Union: **American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO**

Local: **Local 1583, Council 25**

SIC: **8221**

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Sector: **S**

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The Regents of The University of Michigan, hereinafter called the "University" or the "Employer," and AFSCME, Local 1583, Affiliated with Council #25 AFSCME, hereinafter called the "Union," enter into the following agreement, this 10th day of May, 2002, which amends the collective bargaining agreement executed on December 17, 1997, and which collective bargaining agreement, as amended and fully bargained, settles and contains all matters with respect to wages, benefits, hours and other terms and conditions of employment for the term of the agreement.

## ARTICLE 1

### RECOGNITION AND DEFINITIONS

#### SECTION A. DESCRIPTION OF UNIT

- 2 Pursuant to and in conformity with the Certification issued by the Michigan Labor Mediation Board on 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:
- 3 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

- 4 The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.
- 5 The term "temporary employee" shall mean any individual, or individuals, whose employment is fixed at the time of employment to not exceed ninety (90) calendar days, and will not exceed ninety (90) calendar days without the consent of the Union, and is for the purpose of meeting staffing shortages and staffing short-term projects or is irregular and casual except that the employment of any such individual during the month of May or June shall not exceed September 30 without the consent of the Union. 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 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 employees being replaced.

- 5a. 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.
- 5b. Except as specifically provided for in reference paragraphs 5 and 5a above, no "temporary employee" who has been employed for up to ninety (90) days shall be employed for consecutive terms of employment in the same department or subdivision of a department without an intervening period of at least twenty-eight (28) calendar days between such consecutive terms of employment.
- 6 The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 7 The term "part-time employee" shall mean any employee whose normal schedule of work is less than forty (40) hours per calendar week.
- 8 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.
- 9 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**

10 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

11 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

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

**ARTICLE 4**

**NON-DISCRIMINATION**

SECTION A.

13 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.

13a 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.

14 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.

15 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.

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

## ARTICLE 5

### UNION SECURITY

#### SECTION A.

17 During the life of this Agreement and to the extent the laws of the State of Michigan permit:

18 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, shall tender to the Union, as a condition of continued employment, either the uniformly required initiation fee, or in the alternative, an amount equivalent to the uniformly required initiation fee as a processing fee.

19 Every employee, beginning with the month following thirty (30) calendar days employment in the bargaining unit, and every month thereafter, shall tender to the Union, as a condition of continued employment, either uniformly required union dues, or in the alternative, an amount equivalent to uniformly required union dues as a service charge.

#### SECTION B.

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

21 The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either the uniformly required initiation fee or processing fee and/or either uniformly required union dues or an amount equivalent to uniformly required union dues, and specifying the current amount of such delinquency and warning him/her that unless such initiation fee or processing fee and/or dues or service charge are tendered within thirty (30) calendar days he/she will be reported to the University for termination as provided in this Article, and

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

23 "The Union certifies that \_\_\_\_\_ has failed to tender either uniformly required initiation fee or processing fee and/or uniformly required union dues or service charge required as a condition of continued employment under the collective bargaining agreement and that under the terms of the agreement, the University shall terminate the employee."

#### SECTION C.

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

25 To assist new employees, including other University staff members placed in the bargaining unit, with their obligation under this Article, the University will advise them of this obligation in writing, provide them with a Voluntary Authorization for Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge form and the address of the Union's headquarters.

ARTICLE 6

INITIATION FEE OR PROCESSING FEE  
DUES OR SERVICE CHARGE CHECKOFF

26 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:

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

Local 1583, AFSCME

Name \_\_\_\_\_  
(type or print)

Social Security No. \_\_\_\_\_

Department \_\_\_\_\_

28 I authorize the University to deduct from wages earned or to be earned by me 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.

29 This authorization and direction shall remain in effect during the period of this Agreement, and unless revoked in writing by me at least thirty (30) calendar days prior to the termination date of the collective agreement between the University and the Union which is in force at the time of delivery of this authorization, such authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the University and the Union unless revoked in writing by me at least thirty (30) calendar days prior to the termination date of each applicable collective agreement between the University and the Union. 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

30 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

31 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 \_\_\_\_\_

32 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.

33 An employee may revoke his/her "Voluntary Authorization For Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge" only as provided by the terms of his/her voluntary authorization.

34 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 his/her "Voluntary Authorization For Deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge."

35 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

36 The University shall provide the Union with space on not less than seventy-five (75), unless the parties mutually agree to a different number, glass enclosed, lockable bulletin boards. The Union will be furnished with one (1) key for each board 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.

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 his/her 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.

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

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.

#### ARTICLE 8

##### WORK SCHEDULES

##### SECTION A. SCHEDULE OF WORK

40 Each full-time employee, unless he/she is specifically designated as having a special schedule, shall have a regular schedule of work which shall consist of the following:

41 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

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.

"Special Schedule" means a schedule of work other than a regular schedule of work for which no notice of assignment for the entire calendar week need be given. 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

44 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 his/her non-paid lunch period as scheduled for a work day and he/she is directed to, and does, return to work before the end of thirty (30) consecutive minutes, he/she 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.

45 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 his/her assigned schedule of work for the entire calendar week.

46 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 his/her assigned schedule.

46a 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.

46b 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 subdivision 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 114 through 118, 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 118 that employee will be assigned to the special schedule in the affected department conditioned on the ability to perform the work.

7 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 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.

49 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.

50 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.

51 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 department or subdivision of a department such as a building, a separate geographic location or patient care unit as the case may be, but not more often than once every twelve (12) calendar weeks.

52 Notwithstanding the schedule changes permitted by this Section, no chief steward, steward nor alternate steward shall be subject to such changes, as long as his/her assigned regular schedule of work continues to exist. If another schedule of work for the same classification in his/her area of representation exists and starts within two (2) hours of his/her assigned regular schedule of work, he/she shall be assigned to that schedule, replacing the employee with the least seniority whose work he/she has the ability to perform. The replaced employee shall then have his/her schedule changed.

53 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.

54 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 his/her seniority entitles him/her.

#### SECTION D.

55 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.

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

## ARTICLE 9

### CLASSIFICATIONS AND WAGES

#### SECTION A. WAGE SCHEDULE

Wages shall be paid in accordance with the wage schedules as set forth in Appendix A.

The pay grade assigned to each existing classification and the pay grade assigned to each new or changed classification shall remain in effect and as assigned during the term of this Agreement unless the job content of a classification is significantly changed.

#### SECTION B. NEW OR CHANGED CLASSIFICATIONS

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

The following procedure will be followed whenever a new or changed classification is assigned to a pay grade as provided in Section B.

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.

Upon receipt of the University's description, the Bargaining Chairperson, or his/her 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.

If there is a disagreement with the assignment to a pay grade, a grievance concerning compliance with Section B. of the

73. 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 his/her absence began, except he/she shall not be charged for any overtime charged to that employee during the first month of his/her absence.

74. Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any inequitable distribution will be rectified in the future scheduling of overtime. An overtime record shall be maintained for each unit of distribution and posted within seventy-two (72) hours after any overtime is worked. Overtime assigned and not worked, whether excused or not, shall be color coded in red when posted. Overtime worked shall be posted in a contrasting color.

74a. The overtime record for each unit of distribution will begin at zero for all employees, effective with the beginning of the first pay period following the execution date of this Agreement and shall continue through the expiration date of this Agreement.

**SECTION E. DEFINITIONS**

75. For the purposes of this Article and the computation of overtime premium the following definitions shall apply:

- 76. 1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.
- 77. 2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
- 78. 3. "Unit of Distribution" means either a department or a building or other separate geographic location even though employees are working in the same department.

**ARTICLE 11**

**SHIFT PREMIUM**

A shift premium in accordance with the schedule in paragraph 83a shall be paid to any employee who is scheduled to start 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.

A shift premium in accordance with the schedule in paragraph 83a shall be paid to any employee who is scheduled to start work on or after 8:00 p.m. and before 4:00 a.m. Starting times within this period of time shall be known as the evening shift.

An employee who works beyond his/her scheduled hours shall continue to receive the shift premium, if any, if he/she works an additional full eight (8) hour shift, he/she shall be paid the shift premium for that shift, or the shift premium for his/her first eight (8) hours, whichever premium is greater.

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.

A premium in accordance with the schedule in paragraph 83a, shall be paid to an employee during the period of time he/she is assigned to a special schedule and subject to schedule changes without notice. When an employee receives this premium, he/she shall not receive a shift premium.

Shift Premium Schedule

<u>Effective Date</u>	<u>Afternoon Shift</u>	<u>Evening Shift</u>	<u>Special Schedule</u>
May 12, 2002	\$ .35	\$ .45	\$ .45
August 4, 2002	\$ .40	\$ .50	\$ .50
August 3, 2003	\$ .45	\$ .55	\$ .55
June 1, 2004	\$ .50	\$ .60	\$ .60

## ARTICLE 12

### CALL BACK PAY

84 An employee who returns to work because of a call made after he/she has left the University premises upon completion of his/her 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 his/ her 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 him/her to work his/her assigned schedule of work for that day. To the extent an employee is paid the overtime premium pursuant to this Article, he/she shall not be paid an overtime premium under Section A. of Article 10 for the same time worked.

## ARTICLE 13

### REPORTING PAY

85 A full-time employee who reports to work at his/her scheduled starting time when he/she has not been notified that no work is available shall be paid his/her hourly rate, plus shift premium or special schedule premium, if applicable, for not more than four (4) hours for any portion of the four (4) hour period during which no work is offered by the University. Such payment will not be payable if no work is available because of conditions beyond the control of the University such as fire, flood, tornado, power failure, labor dispute and student disruption, or if the employee fails to receive notice not to report through his/her own fault, such as absence or failure to provide a correct address or telephone number.

## ARTICLE 14

### ON-CALL PAY

86 Each employee specifically designated as in an "on-call" status shall be paid twenty percent (20%) of the job rate for his/her 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

### RATES OF PAY ON TRANSFER

Except for transfers on a temporary basis,

An employee with seniority who is transferred shall be paid the job rate for the classification to which he/she is transferred, and

A probationary employee who is transferred shall be paid the probationary rate for the classification to which he/she is transferred.

An employee who is transferred on a temporary basis to a classification in a lower pay grade shall have his/her hourly rate maintained.

An employee who is transferred on a temporary basis to a classification in a higher pay grade for fifty percent (50%) or four (4) hours of his/ her assigned schedule of work on any day of work shall be paid, dependent upon his/her employment status, either the job rate or the probationary rate for that classification for all hours worked during his/her shift.

## ARTICLE 16

### SENIORITY DEFINITION AND LOSS OF SENIORITY

#### SECTION A. DEFINITIONS

92 For the purposes of this Agreement, the following definitions shall apply:

93 "Seniority" means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, layoffs and other periods of absence authorized by and consistent with this Agreement.

#### SECTION B. LOSS OF SENIORITY

94 An employee shall lose his/her seniority and no longer be an employee if:

95 He/she resigns or quits;

96 He/she is discharged (unless reversed through the Grievance or Arbitration Procedure);

97 He/she retires;

98 He/she does not return to work from layoff within seven (7) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his/her last address filed with the University Human Resources Office and the Union president, or his/her 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;

99 He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less; or

100 He/she 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 his/her last known address that

he/she has lost his/her seniority, and his/her employment has been terminated. In addition, the Chairperson of the Bargaining Committee, or his/her designated representative, shall be notified in writing of that fact.

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 his/her status as an employee and his/her seniority, provided it is submitted in writing at Step Two of the grievance procedure within seventy-two (72) hours after facts have occurred giving rise to his/her grievance, except that in the event of employment termination as provided in paragraph 98 or 100 a grievance may be submitted, provided it is submitted in writing within seventy-two (72) hours after the Chairperson of the Bargaining Committee, or his/her designated representative, has received written notification of the termination.

#### SECTION C. REINSTATEMENT

a 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.

## ARTICLE 17

### EMPLOYEE AND ADDRESS LISTS

#### SECTION A. EMPLOYEE LISTS

2 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.

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 his/her steward.

## ARTICLE 19

### REDUCTION OF THE WORKING FORCE AND RECALL PROCEDURES

#### SECTION A. PROCEDURE FOR THE REDUCTION OF THE WORKING FORCE

- 112 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.
- 113 A removed employee shall be transferred, conditioned upon ability to perform the work available, in the following order of priority:
- 114 To a vacancy, if any, in the same classification;
- 115 To a vacancy, if any, in another classification assigned to the same pay grade;
- 116 To replace an employee with the least seniority, if any in the same classification;
- 117 To replace an employee with the least seniority, if any, in the same pay grade;
- 118 To a vacancy, if any, in a classification assigned to the next lower pay grade;
- 119 To replace an employee with the least seniority, if any, in a classification assigned to the next lower pay grade;
- 120 The procedure set forth above shall be applied for an employee who is replaced as a result of the application of the above procedures.

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.

NOTE: There is no paragraph 122 & 123.

A removed employee not transferred as provided in 2. above shall have the procedure set forth in 2. e and f applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

The procedure set forth in 2. and 5. above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred a laid off.

NOTE: There is no paragraph 126, 127, 128.

#### SECTION B. PROCEDURE FOR RECALL

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.

#### SECTION C. SENIORITY PREFERENCE

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 subparagraph 2. of Section A., each priority shall include the following provision: "providing the department includes employees, or a vacancy for employees, represented."

#### SECTION D. TEMPORARY LAYOFFS

In the event employees with seniority are laid off because of 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.

131a 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

132 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

133 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 THE REDUCTION OF HOURS

134 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 subparagraphs 2. through 6. of Section A.

### ARTICLE 20

#### PROMOTIONS AND OTHER TRANSFERS

##### SECTION A. DEFINITIONS

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.

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 5 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 will 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. During the months of May and June, the use of a "temporary employee" shall not exceed September 30.

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 AND SHIFT CHANGES

###### TRANSFERS DEPARTMENT

An employee who wishes to change from one position to another position, or from one shift to another shift, within his/her

own classification and department, shall fill out a "Request for Transfer" form supplied by the University identifying either a specific position or the 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.

139

Position or shift changes may be made by the University among employees within a subdivision of a department such as a building, a separate geographic location or a patient care unit as the case may be, 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 138, 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. 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.

139a

Notwithstanding the provisions of Article 20, paragraph 139, for the purposes of position or shift changes among employees, the following will be considered as centralized departments;

1. Hospital Materiel Services
2. Hospital Food & Nutrition Services
3. Hospital Environmental Services
4. Ann Arbor Plant Building Services
5. Ann Arbor Housing Residential Dining Services
6. Ann Arbor Housing Facilities

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 1. and/or 2. above.

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 his/her 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

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 6. When the classification is assigned to pay grade 7 or above, qualifications shall be the determining factor, except that among those with equal qualifications, seniority shall control.

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.

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 a classification series from another 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.

143 The name of the employee who was promoted, together with his/her classification title and seniority date will be sent to the Union office.

144 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

145 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. 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 in one of the posting areas as set forth above may make known to the University in writing that he/she wishes to be considered for a "regular job opening" in another posting area if such an opening is posted. Such a notification shall include the classification and the starting time or times and department or departments if these are essential factors. In such a case, this employee will be considered along with the bidders by the same standard set forth in #3 below, provided his/her written notification is received prior to the end of the posting period for that "regular job opening."

3. When the opening is filled, the employee with the most seniority among the bidders in the posting area who has the necessary qualifications will be given the promotion or transfer when the classification is assigned to pay grade through 6. 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 7 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 of preference: first- bidders within a classification series from the same or another classification in the same or higher pay grade; second- bidders within a classification series from the classification(s) in the next lower pay grade; third- bidders within a classification series from the classification(s) in each next succeeding lower pay grade; fourth- other bidders.

4. When the opening is to be filled in classifications assigned to pay grade 7 or above, employees meeting the posted qualifications shall be considered for the opening. Of those employees who possess the posted qualifications, no less than the three most senior will be interviewed. The most qualified of the internal or external applicants will be selected. When qualifications are equal, seniority shall be the determining factor.

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 his/her spouse, or of any other related person living in the employee's household.

#### SECTION E. GENERAL PROVISIONS

"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 6, and the necessary and any desired qualifications for openings in pay grade 7 and above, for which the person must at least possess the necessary qualifications in order to be considered. The posting will be sent to the Union Office. The University shall include a sequential numbering system on all job openings."

- 147a 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.
- 148 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.
- 149 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.
- 150 An employee who does not provide all requested information or deliberately falsifies information on the bid form may be disqualified.
- 151 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.
- 152 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 his/her designated representative.
- 153 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 he/she has the ability to perform the work. If he/she does not have the ability to perform the work, he/she shall be returned to the classification from which he/she was 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.

If the employee requests within the one (1) month period following a promotion or transfer from another classification, he/she shall be returned to a regular job opening in the classification from which he/she was promoted or transferred, but in any event, he/she shall be returned within the one (1) month period following his/her 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.

In the event that an employee is returned to the classification from which he/she was promoted or transferred, the University shall consider the other bidders prior to posting again.

An employee who has been hired, promoted or transferred, including an employee returned at the employee's request, but not an employee returned by the University because the employee does not have the ability to perform the work, 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.

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 he/she lacks the qualifications or he/she does 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 he/she has not been selected for promotion to a classification in pay

grades 2-6 because he/she lacks the qualifications may, through the Bargaining Chairperson, request an explanation. An employee who has been notified that he/she has not been selected for promotion to a classification assigned to pay grade or above because he/she lacks 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.

158 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.

159 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.

160 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.

161 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

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 he/she 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 he/she was transferred. However, an individual placed in the bargaining unit from another bargaining unit or non-bargaining unit shall not use his/her University seniority date for the purposes of Promotions and Transfers for twelve (12) calendar months. 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.

te: Paragraphs 163-188 are deleted.

## ARTICLE 22

### HOLIDAYS

#### SECTION A.

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

190a Providing sufficient other employees capable of doing the work required are available, an employee may substitute up to three (3) days of his/her 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 substitution must be given to the employee's immediate supervisor on or before July 1 of each year.

#### SECTION B.

191 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.

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

193 He/she works his/her last scheduled work day prior to and his/her first scheduled work day following the holiday, unless his/her failure to work on either or both such days is excused because of (1) personal 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 him/her to meet his/her employment obligation. An employee who is late, but finishes his/her schedule of work, meets the eligibility requirement.

#### SECTION D.

194 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 his/her hourly rate plus shift premium, if applicable, times his/her normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

#### SECTION E.

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 his/ her hourly rate and shift premium, if applicable. To the extent that an employee is paid pursuant to this Section, he/she shall not be paid an overtime premium under Section A. of Article 10 for the same time worked.

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.

An employee who fails to work on a holiday on which he/she is scheduled to work shall not receive holiday pay as provided in Section C. or D. unless his/her 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 him/her to meet his/her employment obligation.

When an employee is scheduled to work on a holiday, he/she will be given at least seven (7) calendar days notice unless circumstances do not permit advance notice.

### ARTICLE 23

### SEASON DAYS

#### SECTION A.

Between the days observed as the Christmas Day and New Year's Day holidays (except for University Hospitals, between December 15 and January 15), there shall be four (4) Season Days which may be designated on an individual basis.

#### SECTION B.

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

SECTION C.

200 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at his/her hourly rate plus shift 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:

201 The employee works the employee's last scheduled work day prior to and the first scheduled work day following the day observed as the Christmas Day and the New Year's Day holiday respectively, unless his/her failure to work on either or both such days is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstance beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation. An employee who is late, but finishes his/her schedule of work, meets the eligibility requirement.

SECTION D.

202 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 his/her hourly rate plus shift premium, if applicable, times his/her normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the Season Days.

SECTION E.

203 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, shall be subject to the provisions of Article 25.

SECTION F.

204 An employee who fails to work on a Season Day on which the employee is scheduled to work shall not receive the pay and

provided in Section C. or D. unless his/her 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 him/her to meet his/her employment obligation.

When an employee is scheduled to work on a Season Day, he/she will be given at least four (4) calendar days notice unless circumstances do not permit advance notice.

Paragraphs 206-229 are deleted.

**ARTICLE 24**

**PERSONAL DISCRETION TIME**

A non-probationary employee may use personal discretionary time, provided the employee notifies the department head no later than thirty (30) minutes prior to the beginning of the employee's shift, except when the failure to notify is due to circumstances beyond the control of the employee. Personal Discretionary time is limited to not more than twenty-four (24) hours (twelve [12] hours for employees working half time or less) in a 12 month period from each June 1<sup>st</sup> through May 31<sup>st</sup> of the following year, and not more than 1/3 of the hours in any one month. 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 accrued PTO time 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. An employee's personal discretionary time renews on June 1<sup>st</sup> of each year.

Employees who use no personal discretionary time during their 12 month time period will be eligible for additional PTO Sell Back in accordance with Article 25, Section F.

Memorandum of Understanding regarding personal discretion time  
new contract the necessary transition period from January, 2003 to  
e. 2003-2004

ARTICLE 25

PAID TIME OFF

SECTION A. ELIGIBILITY

229b The Paid Time Off (herein after referenced to a "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 provisions of the Article when he/she meets the requirements 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:

Seniority	Monthly Accrual	Maximum Accrual
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

An employee will accrue but not be eligible to use PTO prior to the completion of his/her probationary period. A full-time employee shall accrue PTO beyond the maximum total hours listed above (pro-rated for part-time employees). If an employee reduces his/her appointment fraction and correspondingly his/her 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, he/she will accrue PTO hours depending upon the day of the calendar month on which the event occurs as follows:

Day of Calendar Mo.	Start of Employment or Return from Leave of Absence	End of Employment or Start of Leave of Absence
One through ten	100%	none
Eleven through twenty	50%	50%
Twenty-one through end	none	100%

3. Except as provided in 2. above, an employee shall not accrue any hours of PTO during any leave of absence or during any calendar month in which he/she is absent without pay for fifteen(15) or more work days. During any calendar month in which he/she is absent without pay for less than fifteen (15), but more than seven (7) work days, he/she 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.

SECTION B. USAGE OF PTO - SCHEDULED

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:  
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.  
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 requirements caused other than by the scheduling off.
6. An employee who transfers from a department and has not taken his/her scheduled and posted time off, he/she is permitted to reschedule, consistent with the work requirements of his/her 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, he/she shall, if otherwise eligible for it, receive pay and will not have that time off charged against his/her 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, no later than the beginning of the employee's shift, except in extraordinary circumstances beyond the control of the employee cannot be corrected in time for him/her to meet his/her employment obligation, PTO time may be granted for these absences. Written Supervisory approval or disapproval shall be given to the employee 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

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 his/her assigned schedule of work for a preventive medical or dental care appointment, including post-operative examinations and care, providing he/she gives his/her 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 his/her 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

In order to be paid for unscheduled PTO, an employee must call in at least 30 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 his/her shift, except when the failure to notify is due to circumstances beyond the control of the employee.

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 him/her 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 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. A physician's statement on a form provided by the University is such evidence, but will not be a mandatory requirement necessary to receive PTO unless other evidence is not satisfactory or except as provided below.

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 his/her 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.

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.

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.

#### SECTION E. SUPPLEMENTAL DISABILITY INCOME FOR EXTENDED DISABILITY

229f

A full-time employee who has at least two full years of continuous service and has received PTO, as provided in this Article, for *ten (10)* consecutive work days (*80 hours*) will be eligible for up to not more than sixty (60) days (480 hours) of

Supplemental Disability Income in the immediately following five (5) year period. This five (5) year period begins on the first day that the employee became eligible for Supplemental Disability Income.

This Supplemental Disability Income will be available to an eligible employee only for consecutive and contiguous work days of absence following an original *ten (10)* consecutive work days of absence for which PTO provided by this Article has been received. Thereafter other accrued hours of PTO are again used and paid.

A full time employee will have the full four hundred and eighty (480) hours of Supplemental Disability Income reinstated in full on the first day of the following each successive five year period provided the employee is at work on that day. If the employee is not at work on that day, reinstatement will take place on the day the employee returns to active employment. In no case will the employee be eligible for more than four hundred and eighty (480) hours of Supplementary Disability Income in any five (5) year period.

Part-time employees normally scheduled to work eight (8) or more hours per calendar week will be eligible for Supplemental Disability Income 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 Supplemental Disability Income.

#### SECTION F. SELLING BACK UNUSED PTO TIME

1. Once per year full time employees may sell back to the University up to six unused PTO days (48 hours) at 100% of current value, providing that at least five days (40 hours) remain in their PTO bank to cover unanticipated absences. 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.

2. An employee who uses no personal discretion time during their twelve (12) month period from June 1<sup>st</sup> through May 31<sup>st</sup> may sell back to the University up to nine unused PTO days (72 hours) at 100% of the current value, providing that at least three days (24 hours) remain in their PTO bank to cover unanticipated absences. Part-

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: See Memo Of Understanding regarding sell back provisions during the necessary transition period from January to June renewals for personal discretion time.

3. During the October benefits open enrollment period, a written request to sell back some PTO time may be submitted. The written request 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 minimum balance to be maintained in the employee's PTO bank if greater than five days (40 hours)
  5. The employee's signature

Once submitted a written request may not be rescinded.

4. Payment for PTO time sold back will be made in the employee's last paycheck received in January.

#### SECTION G. ACCRUAL TRANSFERS UPON PTO START UP

229h 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 ( 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 Supplemental Disability Income and for use, if necessary, immediately upon the exhaustion of the employee's Supplemental Disability Income. Employees were also credited with 100% of their accruals for vacation.

#### SECTION H. PTO AND TERMINATION

229i 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

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

In the event an employee has received PTO pay due to personal illness or injury for any period of time for which the employee would otherwise be eligible for a loss of time Worker's Compensation Benefit, a Worker's Compensation Benefit will not be substituted for the PTO pay for the first eighty(80) hours of PTO time paid for the absence due to personal illness or injury. Thereafter the Worker's Compensation Benefit will be substituted and the employee credited with any PTO time paid rather than the Worker's compensation Benefit. In no case will an employee receive payment, whether it be from Worker's compensation or PTO Pay in excess of what would have been paid if the employee had been at work. If, for whatever reason this has happened, adjustments in subsequent payments to an employee from whatever the source will be made. For the purposes of this section PTO is considered as sick pay.

#### SECTION K. PAY IN LIEU OF PTO TIME

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.

Retirement; or  
Start of a leave of absence  
Termination, for whatever the reason, provided that the employee has one (1) year of seniority at the time of termination; or  
Death, in which case a survivor will be paid; or  
Selling back of PTO  
Start of a leave of absence, except that an employee who is granted a leave of absence for for a period of six (6) months or less shall, upon written request, have up to one hundred twenty (120) hours of accrued PTO retained, provided the request is made prior to the beginning of the leave of absence.

#### SECTION L. PAY FOR ACCRUED PTO TIME

- 229m 1. Pay for PTO time shall be at the employee's rate of pay 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

- 230 In the event of the death of (1) an employee's spouse, (2) a domestic partner 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 his/her spouse or domestic partner 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 his/her 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 surviving family member, but in no event shall it exceed three work days.

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

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

## ARTICLE 27

### JURY AND WITNESS SERVICE

- 233 An employee who loses time off his/her assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his/her 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 he/she was eligible to receive for each day. The employee will report for work when released from jury duty or witness service.

An employee who does not lose time from his/her 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 his/her shift, at his/her request, may have an amount of time off work equal to the time he/she was 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 he had lost time from work.

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

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

An employee who is a member of the Armed Forces Reserves or National Guard and who loses time from his/her 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 his/her hourly rate plus shift or special schedule premium, if applicable. Armed Forces Reserves or National Guard base pay will 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 he/she was eligible to receive. If an employee requests and is scheduled for PTO during a period of training or service, he/she shall not be eligible for the pay provided by this Article for that period of time for which he/she received PTO pay.

## ARTICLE 29

### LEAVES OF ABSENCE

#### SECTION A. MEDICAL

237 An employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted PTO pay under Article 25 shall be granted a leave of absence without pay upon request in writing and furnishing evidence of disability satisfactory to the University. Such request and evidence may be furnished by the Union or any other interested party. Medical leave may be taken in an intermittent basis or a reduced effort schedule up to an absence totaling 12 weeks but only when medically necessary and PTO is exhausted.

238 The leave of absence shall be for the period of continuing disability, but not to exceed twelve (12) months, unless extended by the University. In no case, however, shall a leave and extensions exceed two years. To continue the leave of absence an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physicians' opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

#### SECTION B. DISABILITY

239 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. PERSONAL

240 An employee with seniority may be granted a leave of absence without pay by the University for a period not to exceed six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extension exceed one year.

#### SECTION D. MILITARY

An employee entering the military service as (1) an inductee through the Selective Service System, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the Armed Forces Reserves or National Guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in paragraph 248.

#### SECTION E. UNION

An employee with seniority who is elected or temporarily appointed to an elective office with the Union (Local 1583), Council 25 or the International Union, upon written request of the Chairperson of the Bargaining Committee of the Union, shall be granted a leave of absence without pay for the period of time for which elected or temporarily appointed.

An employee with seniority who is elected for regular employment with the Union (Local 1583), Council 25, or the International Union, upon written request of the Chairperson of the Bargaining Committee of the Union, shall be granted a leave of absence without pay for not more than a year. Upon written request of the Chairperson of the Bargaining Committee of the Union the leave will be extended for additional periods, but in no case shall a leave and extensions exceed two years.

#### SECTION F. UNION-EXCUSED ABSENCE

An employee with seniority who is elected or selected by the Union, upon the written request of the Chairperson of the Bargaining Committee, shall be granted an excused absence without pay for a period of time sufficient to attend conferences or conventions, provided, however, and except for executive officers of the Union, and chief stewards, not more than one day per month. A department will be granted an excused absence for one time. Provided further, no such request shall be granted unless an oral or written request is received at least ten (10) calendar days prior to the requested time off. An excused absence shall be confirmed in writing. For the purposes of paragraphs I. and J. of this Article shall not apply, but

the excused absences shall be considered time worked except as otherwise provided in this Agreement.

#### SECTION G. CHILDCARE

245 Within the twelve (12) month period following the birth of the employee's child or the adoption or foster care placement of a child, an employee with seniority, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. The leave may be extended for additional periods but in all cases a leave and extension must be completed by the end of one year from the date of the child's birth, adoption or foster placement.

245a "Child" is defined as a biological, adopted or foster child, stepchild, a legal ward, or a child of a person who is serving in the capacity of a parent and who is under the age of eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

#### SECTION H. FAMILY MEDICAL

245b An employee with seniority who is unable to work because s/he is needed to care for a seriously or chronically ill family member will be granted a leave of absence of up to twelve (12) weeks. The twelve (12) weeks is reduced by any medical or child care leave of absence taken in the current calendar year.

Family member is defined as the staff member's spouse or a domestic partner with whom the staff member shares living accommodations and expenses; and without regard to their place of residence, the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the staff member, spouse, or domestic partner.

An employee will not be required to use PTO or personal discretion time prior to taking a Family Medical Leave of Absence.

#### SECTION I. EDUCATIONAL

246 An employee with seniority shall be granted an educational leave of absence without pay for the purpose of pursuing a formal full-time educational program. Such a leave shall be for a period of up to one (1) year and shall be renewable for additional periods of up to one (1) year, but in no case shall leave and renewals exceed four (4) years or the employee's seniority, whichever period of time is the lesser. An employee

an educational leave of absence shall not be eligible for benefits under the Disability Plan. For the purposes of this Section, and notwithstanding Section A. of Article 16, seniority shall not accrue during an educational leave of absence or any renewal, provided, however, after return to work from an educational leave of absence, Section A. of Article 16 shall become applicable. Upon return to work from an educational leave of absence, or any renewal, an employee shall not be eligible for a further educational leave of absence until the employee has worked for at least twelve (12) calendar months.

#### SECTION J. RETURN TO ACTIVE EMPLOYMENT

The University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning the employee to active employment.

In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have a certificate of satisfactory completion of service and apply for reinstatement within ninety (90) days after release from duty.

In addition, and in order to be eligible to return to active employment, an employee returning from any leave of absence must provide at least fourteen (14) calendar days notice of the employee's intent to return from leave.

In addition, and in order to be eligible to return to active employment, an employee returning from a medical or childcare leave of absence must provide, at least fourteen (14) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work, except that this shall not apply in the case of a childcare leave of absence granted for an adoption.

Employees returning from initial child care, medical, or family leaves of absence which have not exceeded twelve (12) weeks will be returned to their former position or an equivalent position. At the conclusion of an initial child care, medical or family leave of absence which exceeded twelve (12) weeks a returning employee eligible to return will be placed in their former position and classification; and if formerly eligible for health insurance, an appointment of 20 hours or more; provided that the interests of the employee or the University have not been materially affected by this impracticable. In like manner, a full-

time employee returning from a medical or childcare leave of absence which exceeded twelve (12) weeks will be placed in their former department, classification and full-time status. At the conclusion of any other leave of absence (excluding military leaves), employees will be placed at their former hourly rate of pay. In any case, placement will be consistent with seniority and ability to perform the work. In cases where a leave is not for a fixed period of time or when an employee returns prior to the expiration of any leave, or extension, the return to active employment shall be within the fourteen (14) calendar-day period after notice is given to the University. If the return is not timely, the employee will be terminated, unless extraordinary circumstances beyond the control of the employee prevented the employee from returning as scheduled, except that continuation of the reasons that the employee was granted a leave shall not be an extraordinary circumstance. If the employee was able to (1) seek a leave extension prior to the leave expiration or (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply. Employees affected by this return shall be placed or laid off in accordance with the provisions of Section A. of Article 19.

250a A Chief Steward, District Steward or Alternate Steward returning from a leave of absence shall have the option to be placed in the same job classification in the same Chief Steward Classification Grouping or Steward District in which he/she previously worked.

#### SECTION K. GENERAL CONDITIONS

251 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.

252 Subject to, and consistent with, the Group Health Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

252a Subject to and consistent with the Group Health Insurance Plan and the Group Dental Assistance Plan coverage including University contributions will be continued for up to 12 weeks in each 12 month period for employees with 12 or more months of service during Child Care, Family Medical and Personal Medical leaves of absence. Eligibility for such coverage shall be renewed each January 1.

Subject to, and consistent with, the Group Life Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan, provided, however that subject to and consistent with the Retirement Plan, an employee on a leave of absence may continue active participation by making direct payment of any amount to TIAA-CREF, Fidelity or Calvert.

As a condition of being granted an extension of a Personal, Military, Childcare or Educational Leave of Absence, an employee must request an extension of the leave at least thirty (30) days prior to the expiration of the leave of absence.

Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions.

#### SECTION L. SEASONAL LEAVE OF ABSENCE

Not more than eighty (80) 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 shall cease during the period of inactive employment and shall 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 pay period prior to the seasonal leave. The Union will receive a portion of the support of employees on seasonal leaves of absence.

**ARTICLE 30**  
**GROUP LIFE INSURANCE**

256 Through the period of December 31, 2002, employees continue to participate in the Basic Group Life Insurance Plan. The schedule of coverage and employee contributions are provided on pages 62 & 63 of the University Benefits Office "Your Benefits 2002" publication.

Effective 1/1/03 through the term of this Agreement the University Group Life Insurance Plan shall be as provided by the University within the Flexible Benefits Program. The University plan offers \$30,000 of life insurance coverage with the full cost paid by the University. Employees enrolled in the Basic Group Term Life Insurance Plan as of December 31, 2002 are automatically enrolled in the University Group Life Insurance Plan. Those not enrolled will need to provide evidence of good health with an approved University health statement.

The Optional Life Insurance Plan shall be provided by the University within the Flexible 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 six times the employee's salary, up to a maximum of \$1,000,000. Salary as indicated is based upon an employee's job rate for a normal 40-hour workweek 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.

The Dependent Life Insurance Plan shall be as provided by the University within the Flexible Benefits Program.

Note: Paragraphs 257 & 258 are deleted

**ARTICLE 31**  
**HEALTH INSURANCE**

259 The Group Health Insurance Plan shall be as provided by the University. During the term of this Agreement no less than

the Michigan Blue Cross/Blue Shield and the United of Omaha Major Medical schedule of hospital and medical benefits in effect at the execution date of this Agreement will be provided and maintained. Prior to the execution date of this Agreement the Union had the opportunity to have explained the hospital and medical coverage available from the various organizations during the term of this Agreement and from which an employee can select coverage. In the event of any changes in the coverage from any of the organizations, the Union will be notified prior to the effective date of the change.

The University will contribute up to \$489.57 per month toward the cost of the group health care coverage offered by the University and the employee will contribute \$268.59 per month for full family coverage if the total premium for full family coverage does not exceed \$758.16 per month. If the total premium exceeds or is less than \$758.16, the \$489.57 and the \$268.59 shall change to reflect one half the increase or decrease. However, the University contribution toward any group health care coverage selected shall not exceed the contribution toward premiums of the Blue Cross/Blue Shield and United Major Medical plans for one person, two persons, or full family coverage.

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.

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.

The Group Dental Assistance Plan shall be as provided by the University. During the term of this Agreement no less than the United Benefit Life Insurance Company schedule of dental benefits in effect at the execution date of this Agreement shall be provided and maintained. In the event of any changes in the dental benefits, the Union will be notified prior to the effective date

262b If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for dental benefits for employees, the University may make such adjustments in the schedule 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 by this Article.

**EFFECTIVE JANUARY 1, 2003**

**Article 31**

**GROUP INSURANCE PROGRAMS**

259 The Group Insurance Plans shall be as provided by the University within the Flexible Benefits Program. Prior to the execution date of this Agreement the Union has had the opportunity to have explained the hospital and medical coverage available from the various organizations during the term of this Agreement and from which an employee can select coverage. In the event of any changes in the coverage from any of the organizations, the Union will be notified prior to the effective date of change.

259a The University will provide a monthly opt out credit to those employees who elect no health insurance coverage consistent with the Flexible Benefits Program. University employees who do not elect to opt out or enroll in a health insurance plan within 60 days of the eligibility date will be automatically enrolled in the Comprehensive Major Medical Plan. Opt down credits will not be provided if automatic enrollment occurs.

260 The University will contribute up to \$489.57 per month toward the cost of the group health care coverage offered by the University and the employee will contribute \$268.59 per month for full family coverage if the total premium for full family coverage does not exceed \$758.16 per month. If the total premium exceeds or is less than \$758.16, the \$489.57 and the \$268.59 shall change to reflect one half the increase or decrease. However, the University contribution toward any group health care coverage selected shall not exceed the

contribution toward premiums of the Blue Cross/Blue Shield and a major medical plan for one person, two persons, or full family coverage.

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.

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.

The Group Dental Plan shall be as provided by the University within the Flexible Benefits Program. Employees have a choice of three dental plan options. During the term of this Agreement no less than the University of Michigan Dental Plan, Option I schedule of benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of change. The University contribution toward dental plan coverage will be as provided in the Flexible Benefits Program. The University will provide a monthly opt out credit to those employees who elect no dental coverage and have at least one year of continuous service. The opt out credit will be provided consistent with the Flexible Benefits Program. The University will automatically enroll employees in the University of Michigan Dental Plan, Option I after one year of continuous service.

262b If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for dental benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes OR premiums paid by the University shall be included in the total dollar limitation provided in this Article.

## ARTICLE 31A

### OTHER FLEX BENEFITS

262c The Hyatt Legal Plan; Metpay Group Auto/Homeowners/Liability Insurance; TIAA Long – Term Care Group Insurance; and a Vision Plan shall be as provided under the Flexible Benefits Plan.

## ARTICLE 32

### TRAVEL ACCIDENT INSURANCE

263 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:

264 1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2,080, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.

265 2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).

266 3. One-half the principal sum for loss of any one member.

267 4. Disability benefits.

## ARTICLE 33

### DISABILITY PLAN

268 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:

269 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.

270 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 combined

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 less. 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

During the term of this Agreement and consistent with the terms of the Retirement Plan, the following will be provided and maintained:

- 1. 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, or
- 2. At the option of the employee, age thirty-five (35) or older, with two years of service and working full-time, 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, 1. shall apply.

ARTICLE 35

LONGEVITY PAY

SECTION A. ELIGIBILITY

275 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.

SECTION B. SCHEDULE OF PAYMENTS

276 Longevity pay shall be based on seniority as of June 30 of 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:

277	Percentage of Form W-2 Gross Earnings not to exceed
	\$10,000 in calendar year 2000
	\$10,500 in calendar year 2001
	\$11,000 in calendar year 2002
	\$11,500 in calendar year 2003

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

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

SECTION D. RETIREMENT OR DEATH

279 If an eligible employee retires or dies, the employee or survivor, as the case may be, shall nevertheless be entitled to the longevity pay based on the employee's seniority at the time of retirement or death.

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

ARTICLE 36

TUITION SUPPORT PROGRAM

SECTION A. ELIGIBILITY

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.

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

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 not more than seventy-five percent (75%) or eight hundred and two dollars (\$852.00) per term, whichever is less, plus the amount of tuition plus registration fees paid by the employee. All an employee receive tuition support in excess of seven hundred four dollars (\$1,704.00) for any twelve (12) month period. 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.

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.

284 Educational courses under this program are to be taken during non-working hours.

## ARTICLE 37

### HEALTH AND SAFETY

#### SECTION A.

285 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.

286 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.

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.

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.

Whenever an employee alleges that an unsafe condition exists on a work assignment to which he/she has 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 is necessary to correct the unsafe condition. Until the department head (or equivalent level of supervision) has determined the alleged unsafe condition, the employee will be reassigned to other work or, in the alternative, not be required to perform 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.

286d 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.

287 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 at the 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.

287a All decisions on any disciplinary actions for employees with seniority shall be made on the basis of whether or not the employee is just cause. The parties agree that discipline should be 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, disciplinary layoff(s) or written warning in lieu of disciplinary layoff, and discharge. 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.

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

#### SECTION C.

When the University intends to order an employee to leave work for disciplinary reasons, the employee's steward shall be notified by the University and without loss of time or pay, be afforded the opportunity to be present and hear the reasons, and thereafter be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the premises, 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.

The University shall notify the Chairperson of the University Grievance Committee or his/her designated representative, prior to the final decision on any disciplinary action taken against 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.

289 The University shall give the Chairperson of the Bargaining Committee, or his/her 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.

290 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 a requirement would not permit the review to be held within the (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.

291 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.

#### SECTION E.

292 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 seventy-two (72) hours 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 seventy-two (72) hour period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

#### SECTION F.

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, he/ she may modify the disciplinary action taken only if it:
  - a. was taken arbitrarily or
  - b. was excessive; otherwise he/she must affirm it.
2. If he/she finds there was no just cause, he/she shall nullify the disciplinary action taken.

#### SECTION G.

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

### ARTICLE 39

#### GRIEVANCE PROCEDURE

##### SECTION A. UNION REPRESENTATION

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

One steward and one alternate steward for each shift, per facility or department (hereinafter called "districts" as defined in Appendix C. Each steward and alternate steward shall be an employee with seniority working within the district he/she represents.

- 299 No steward or alternate steward shall be assigned to a work location outside of the district he/she represents except as provided by Article 19, in which case Section C. of Article 19 shall be applicable.
- 300 The alternate steward shall only represent an aggrieved employee when the steward is absent from work.
- 301 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 313.
- 302 When no steward or alternate steward from the aggrieved employee's district, or no steward or alternate steward from any other district is available, the aggrieved employee may be represented by the Chief Steward who represents the classification to which his/her position is assigned.
- 302a 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.
- 303 When a steward has a grievance, he/she shall be represented by the alternate steward if he/she so requests.
- 304 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.
- 305 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.
- 306 One chief steward for employees working at the Dearborn Campus. The chief steward shall be an employee with seniority working at the Dearborn Campus.

One chief steward for employees working at the Flint Campus. The chief steward shall be an employee with seniority working at the Flint Campus.

When a chief steward has a grievance, he/she shall be represented at *Step One* of the grievance procedure by the chief steward working nearest to him/her if he/she so requests, or in the alternative, the Chairperson of the Bargaining Committee or his/her designated representative may begin such a grievance at *Step Two*.

The Chairperson of the Bargaining Committee or his/her designated representative(s) who shall be employee(s) with seniority.

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.

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**

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.**

The Union shall furnish the University Review Committee with a list of the stewards, alternate stewards, chief stewards and officers. Any changes in the list shall be reported promptly to the University Review Committee in writing.

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

315 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 the 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 his/her 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 his/her grievance. Such a grievance by the Chairperson of the Bargaining Committee or his/her designated representative, in addition to the requirements of paragraph 3, must set forth the reasons the employee refuses to process the grievance.

#### SECTION E. GROUP GRIEVANCES

316 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 grievance shall begin at that step of the grievance procedure where all affected employees have a common supervisor.

#### SECTION F. UNION GRIEVANCES

317 A Union grievance is defined as a disagreement, other than one which can be processed under Section D. or E. 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.

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

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

##### STEP ONE - ORAL PRESENTATION

An employee promptly should notify the employee's immediate supervisor that he/she 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 his/her 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.

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.

If the aggrieved employee does not receive a satisfactory resolution or if the employee does not receive any answer, within the fifteen (15) mutual working day following the day of the oral presentation and upon written request by the involved employee or the Union provided by the University, the employee's immediate supervisor shall 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.

The Chief Steward, at his/her 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

- 321 In review of the facts relevant to the grievance, the Chief Steward may reduce the grievance to writing for submission to Step Two.
- 322 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.
- 323 The Chief Steward shall provide a copy of the written grievance to the aggrieved employee, the district steward, University office and the aggrieved employees' supervisor.
- 324 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 to Step One. The Chairperson of the Bargaining Committee or his/her designated representative may submit the written grievance to the University Review Committee.
- 325 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 with the next fourteen (14) calendar day period for a hearing of the grievance with the Chairperson of the Bargaining Committee, 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 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.

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 his/her designated representative, at his/her 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 his/her 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.

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.

In potential violations involving the duration of employment of a temporary employee as is indicated in paragraph 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.

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.

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**

328 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.

329 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.

330 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**

331 An employee who loses time from his/her assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.

332 A steward, alternate steward, chief steward, or the worker shall be granted a necessary and reasonable amount of time off from his/her 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.

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.

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.

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**

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:

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.

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

**SECTION K. WITHDRAWAL OF GRIEVANCE**

A grievance which has been submitted may be withdrawn 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**

339a 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.

340 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 discharge) following the date of the employee's Step Three 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 to Step Two. Such notice shall identify the grievance and 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**

341 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 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.

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.

The arbitrator selected shall be for a single grievance unless the parties mutually agree otherwise.

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 AND CONDITIONS OF ARBITRATION**

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

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.

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

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 had the employee received the remuneration or payment the employee may have

received during the employee's period of suspension from employment with the University.

348 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.

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

350 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 the Union request postponement of a scheduled hearing date in 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.

351 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 does 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

352 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

All Special Conferences shall be arranged through the Bargaining Chairperson, or his/her designated representative and a designated representative of the University Human Resources Office.

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.

Conferences may be attended by representatives of Council 25 and the International.

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

An employee who, in addition to his/her normal duties and responsibilities, is specifically assigned by his/her 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 his/her immediate supervisor for progress or lack of progress and the quality of the work being done shall be paid a rate of his/her normal hourly rate, plus \$1.25 per hour, plus shift premium or special schedule premium if applicable, for the entire shift in which he/she 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 his/her 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 accept these responsibilities, or that the employee must accept an assignment. Such assignments are offered at the discretion of the University. At the request of the University, a special conference to evaluate this program, and 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

### MISCELLANEOUS

#### SECTION A.

357 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.

358 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.

#### SECTION B.

359 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.

360 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.

361 When a student employee or temporary employee has been scheduled for work, he/she shall not be called to do work which otherwise would have been performed by an

employee in the bargaining unit on an overtime basis by extending his/her shift. If such an incident occurs the appropriate employee shall be compensated as if the employee had worked this overtime.

62 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 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.

63 Except for Section B. of this Article, the employment of a student employee shall not violate any provision of this Agreement.

#### SECTION C.

64 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.

65 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

The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the full and fair 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 this 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

367

This agreement shall become effective and shall remain in full force and effect until and including July 31, 2005, when it shall terminate. This agreement shall not be extended beyond July 31, 2005, 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 July 31, 2005.

368

Executed the 10<sup>th</sup> day of May, 2002.

The Regents of the University  
Michigan

American Federation of  
State, County and  
Municipal Employees  
AFL-CIO, Local 1683

*Deborah Childs*

*Bruce B. Page*

*Ken M. Mum*

*Barbara J. Young*

*Donna M. [unclear]*

*John [unclear]*

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*A. K. [unclear]*

*John [unclear]*

*Cheryl M. [unclear], Co. 25*

*John J. [unclear]*

*Mary L. [unclear]*

*Michael J. [unclear]*

*Angela S. [unclear]*

*Mary D. [unclear]*

*Victoria Phillips*

*[unclear]*

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**APPENDIX A  
WAGE SCHEDULES**

- 369 Effective with the beginning of the bi-weekly pay period starting on August 5, 2001, the wage schedule shall be as shown in Schedule A.
- 370 Effective with the beginning of the bi-weekly pay period starting on August 4, 2002, the wage schedule shall be shown in Schedule B.
- 371 Effective with the beginning of the bi-weekly pay period on August 3, 2003, the wage schedule shall be shown in Schedule C.
- 372 Effective with the beginning of the bi-weekly pay period on August 1, 2004, the wage schedule shall be shown in Schedule D.
- 372a On the effective date, non-probationary employees will be increased to the Job Rate.
- 372b Probationary employees will be paid not less than the Minimum Probationary Rate nor 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**

373

<u>Pay Grade</u>	<u>Minimum Probationary Rate Change</u>	<u>Job Rate</u>
01	\$ 7.32	\$11.26
02	\$ 7.57	\$11.64
03	\$ 7.81	\$12.02
04	\$ 8.09	\$12.45
05	\$ 8.52	\$13.11
06	\$ 8.93	\$13.74
07	\$ 9.53	\$14.66
08	\$10.00	\$15.39
09	\$10.61	\$16.33
10	\$11.08	\$17.04
11	\$11.55	\$17.77
12	\$12.03	\$18.50
13	\$12.47	\$19.18
14	\$13.75	\$21.15

374

WAGE SCHEDULE B

Pay Grade	Minimum Probationary Rate Change	Job Rate
01	\$ 7.50	\$11.54
02	\$ 7.75	\$11.93
03	\$ 8.01	\$12.32
04	\$ 8.29	\$12.76
05	\$ 8.74	\$13.44
06	\$ 9.15	\$14.08
07	\$ 9.77	\$15.03
08	\$10.25	\$15.77
09	\$10.88	\$16.74
10	\$11.35	\$17.47
11	\$11.84	\$18.21
12	\$12.32	\$18.96
13	\$12.78	\$19.66
14	\$14.09	\$21.68

375

WAGE SCHEDULE C

Pay Grade	Minimum Probationary Rate Change	Job Rate
01	\$ 7.73	\$11.89
02	\$ 7.99	\$12.29
03	\$ 8.25	\$12.69
04	\$ 8.54	\$13.14
05	\$ 9.00	\$13.84
06	\$ 9.43	\$14.51
07	\$10.06	\$15.48
08	\$10.56	\$16.25
09	\$11.21	\$17.24
10	\$11.69	\$17.99
11	\$12.19	\$18.76
12	\$12.69	\$19.53
13	\$13.16	\$20.25
14	\$14.52	\$22.33

WAGE SCHEDULE D

375a

<u>Pay Grade</u>	<u>Minimum Probationary Rate Change</u>	<u>Job Rate</u>
01	\$ 7.96	\$12.24
02	\$ 8.23	\$12.66
03	\$ 8.50	\$13.07
04	\$ 8.80	\$13.53
05	\$ 9.27	\$14.26
06	\$ 9.71	\$14.94
07	\$10.36	\$15.94
08	\$10.88	\$16.74
09	\$11.54	\$17.76
10	\$12.05	\$18.53
11	\$12.56	\$19.32
12	\$13.08	\$20.12
13	\$13.56	\$20.86
14	\$14.95	\$23.00

APPENDIX B

CLASSIFICATION TITLES AND PAY GRADES

376	<u>Classification Title</u>	<u>Pay Grade</u>	<u>Classification Code</u>
	Aide Anesthetist	04	960180
	Aide Animal	04	930180
	Aide Audio-Visual	03	910180
	Aide Galley Food Svc	02	941980
	Aide Laboratory	04	930380
	Aide Medical Procedures	04	960870
	Aide Nurse I	03	960580
	Aide Nurse II	04	960680
	Aide Nurse III Burn Care	05	960780
	Aide Nurse III-Intensive Care	05	960820
	Aide Nurse III-Orthopedic Care	05	960800
	Aide Operating Room	04	960860
	Aide Psychiatric	03	961880
	Aide Teacher	03	960280
	Aide X-Ray	04	960980
	Assistant Locksmith	07	971590
	Attendant Ambulance	09	960380
	Attendant Animal	03	930280
	Attendant Entrance	03	960480
	Attendant Laboratory	02	930480
	Attendant Linen	03	950380
	Attendant Linen Service	05	950480
	Attendant Locker Room	03	910280
	Attendant Parking	03	970180
	Attendant Patient Equipment	05	960500
	Attendant Patient Visitor Entrance	04	970200
	Attendant Service Station	06	970380
	Baker I	03	940180
	Baker II	05	940280
	Baker III	07	940380
	Baker IV	08	940480
	Baker Hospital I	07	940200
	Baker Hospital II	08	940300
	Baker Production I	04	940580

<u>Classification Title</u>	<u>Pay Grade</u>	<u>Classification Code</u>
Baker Production II	07	940680
Baker Production III	08	940780
Binder Book I	03	951380
Binder Book II	07	951480
Binder Book III	09	951580
Botanical Prep	05	930680
Checker Laundry	03	950580
Chef Assistant	07	941300
Classifier Laundry	03	950680
Cleaner Duct	07	970860
Cleaner Kitchen	03	940880
Cleaner Fixture & Wall	04	970980
Cleaner Venetian Blind	04	971080
Clerk Postal I	04	980180
Clerk Postal II	06	980280
Clerk Postal III	07	980380
Cook I	03	940980
Cook II	05	941080
Cook III	07	941180
Cook IV	08	941280
Cook Hospital I	03	941000
Cook Hospital II	05	941100
Cook Hospital III	08	941200
Cook Metabolic	08	941380
Custodian I	01	971180
Custodian Unit	02	971200
Custodian II	03	971280
Custodian III	04	971380
Cutter Meat I	08	941480
Cutter Meat II	10	941580
Cutter Meat III	12	941680
Deckhand	03	931280
Dispatcher I	04	971960
Dispatcher II	06	971980
Dispatcher III	07	971940
Feeder Folder Laundry	01	950780
Gardener I	05	930780
Gardener II	07	930880
Groundskeeper I	05	972080
Groundskeeper II	07	972180
Housekeeper	04	971480
Housekeeper Chancellors		971500
House	05	
Housekeeper President's		971490
House	07	

<u>Classification Title</u>	<u>Pay Grade</u>	<u>Classification Code</u>
Housekeeper President's		
House	07	971490
Helper Mail Svc Auto Equip	07	980000
Helper Refuse Truck	04	972060
Loader Incinerator	04	971250
Locksmith	12	971600
Machinist I	08	972580
Machinist II	11	972680
Mechanic Auto I	09	970480
Mechanic Auto II	11	970580
Mechanic Elevator Maintenance	12	972780
Mechanic Heavy Equip	14	970600
Mechanic Laundry Plant	13	972900
Mechanic Maintenance I	07	972880
Mechanic Maintenance II	09	972980
Mechanic Maintenance III	11	973080
Meter & Gate Repairperson	12	970280
Messenger	01	961080
Millwright	14	972720
Mounter Plant I	03	930580
Mounter Plant II	04	930600
Mover I	06	973180
Mover II	10	973280
M-Store Room Delivery Driver	07	970790
Offset Press Second Operator	11	952910
Operator Bus	08	970680
Operator Camera II	11	951700
Operator Finish Machine I	08	952180
Operator Finish Machine II	10	952280
Operator Hospital		
Communications I	07	972000
Operator Hospital		
Communications II	09	972040
Operator Laundry Machine	05	950880
Operator Laundry Motor Vehicle	07	950890
Operator Letterpress	10	952480
Operator Mail Svc Auto Equip	09	980010
Operator Microfilm I	04	980580
Operator Microfilm II	09	980480
Operator Microfilm III	10	980680
Operator Motor Vehicle	06	970780
Operator Refuse Truck	07	972200
Operator Transit Coach	09	970800
Operator Offset Press I	08	952680

<u>Classification Title</u>	<u>Pay Grade</u>	<u>Classification Code</u>
Operator Offset Press II	10	952780
Operator Offset Press III	11	952880
Operator Offset Press IV	12	952900
Operator Offset Press V	13	952920
Operator Offset Press VI	14	952930
Operator Offset Press Feeder	09	952700
Operator Press	09	954780
Presser Laundry	02	950980
Processor Film I	03	961480
Processor Film II	05	961580
Processor OR Instrument I	05	961980
Processor OR Instrument II	06	961960
Processor Instrument/Sterilizer	05	961380
Repairer/Refinisher Auto Body	13	970650
Seaman Able Bodied	09	931080
Service Extinguisher	06	973780
Ship Steward	09	931180
Specialist Ambulance Communications	09	972020
Stockkeeper I	04	954280
Stockkeeper II	06	954380
Stockkeeper III	08	954480
Stripper I	09	953480
Stripper II	11	953580
Trainee Maintenance Mechanic	07	972870
Trainee Meter & Gate Mechanic	10	970270
Trainee Tree Trimmer	10	972370
Transporter Patient	02	961180
Trimmer Tree I	10	972380
Trimmer Tree II	12	972480
Upholsterer I	08	973380
Upholsterer II	10	973480
Upholsterer III	13	973580
Waste Handler I	04	972330
Waster Handler II	05	972340
Washer Window	06	971780
Weigher Loader Laundry	05	951280
Worker Athletic Facility I	04	972160
Worker Athletic Facility II	07	973040
Worker Finishing	03	953980
Worker Food Service	01	941880
Worker Garment I	02	951080
Worker Garment II	04	951180
Worker Parking Maintenance	07	972140
Worker Psych Care	07	961780

## CLASSIFICATION TITLES

### BY PAY GRADE

#### 377 PAY GRADE 01

Custodian I  
Feeder Folder Laundry  
Messenger  
Worker Food Service

#### 378 PAY GRADE 02

Aide Galley Food Service  
Attendant Laboratory  
Custodian Unit  
Presser Laundry  
Transporter Patient  
Worker Garment I

#### 379 PAY GRADE 03

Aide Audio-Visual	Checker Laundry
Aide Nurse I	Classifier Laundry
Aide Psychiatric	Cleaner Kitchen
Aide Teacher	Cook I
Attendant Animal	Cook Hospital I
Attendant Entrance	Custodian II
Attendant Linen	Deckhand
Attendant Locker Room	Mounter Plant I
Attendant Parking	Processor Film I
Baker I	Worker Finishing
Binder Book I	

380 PAY GRADE 04

Aide Anesthetist  
Aide Animal  
Aide Laboratory  
Aide Medical Procedures  
Aide Nurse II  
Aide Operating Room  
Aide X-Ray  
Attendant Patient  
Visitor Entrance  
Baker Production I  
Cleaner Fixture & Wall  
Cleaner Venetian Blind  
Clerk Postal I

381 PAY GRADE 05

Aide Nurse III  
Burn Care  
Aide Nurse III  
Intensive Care  
Aide Nurse III  
Orthoped Care  
Attendant Linen Service  
Attendant Patient  
Equipment  
Baker II  
Botanical Prep  
Cook II  
Cook Hospital II

382 PAY GRADE 06

Attendant Service  
Station  
Clerk Postal II  
Dispatcher II  
Mover I  
Operator Motor  
Vehicle

Custodian III  
Dispatcher I  
Housekeeper  
Helper Refuse Truck  
Loader Incinerator  
Mounter Plant II  
Operator Microfilm I  
Stockkeeper I  
Waste Handler I  
Worker Athletic Facility I  
Worker Garment II

Gardener I  
Groundskeeper I  
Housekeeper  
Chancellors House  
Keymaker  
Operator Laundry  
Machine  
Processor Film II  
Processor Instrument/  
Sterilizer  
Processor OR Instrument I  
Waste Handler II  
Weigher Loader Laundry

Processor OR Instrument  
Service Extinguisher  
Stockkeeper II  
Window Washer I

383 PAY GRADE 07

Assistant Locksmith  
Baker III  
Baker Hospital I  
Baker Production II  
Binder Book II  
Chef Assistant  
Clerk Postal III  
Cook III  
Duct Cleaner  
Dispatcher III  
Gardener II  
Groundskeeper II  
Housekeeper Presidents  
House  
Mail Svc Auto Equip Helper  
Mechanic Maintenance I

384 PAY GRADE 08

Baker IV  
Baker Hospital II  
Baker Production III  
Cook IV  
Cook Hospital III  
Cook Metabolic  
Cutter Meat I  
Machinist I  
Operator Finish  
Machine I

385 PAY GRADE 09

Attendant Ambulance  
Binder Book III  
Mechanic Auto I  
Mechanic  
Maintenance II  
Operator Hospital  
Communications II  
Operator Mail Svs Auto Equip  
Operator Microfilm II  
Operator Offset  
Press Feeder

M-Stores Room  
Delivery Driver  
Operator Hospital  
Communications I  
Operator Laundry Motor  
Vehicle  
Operator Refuse Truck  
Trainee Maintenance  
Mechanic  
Worker Athletic Facility II  
Worker Parking  
Maintenance  
Worker Psych Care

Operator Bus  
Operator Offset  
Press I  
Stockkeeper III  
Upholster I

Operator Press  
Operator Transit Coach  
Seaman Able Bodied  
Ship Steward  
Specialist Ambulance  
Communications  
Stripper I

386 **PAY GRADE 10**

Cutter Meat II  
Mover II  
Operator Finish  
Machine II  
Operator Letter Press  
Operator Microfilm III

Operator Offset Press II  
Trainee Meter & Gate  
Mechanic  
Trainee Tree Trimmer  
Trimmer Tree I  
Upholsterer II

387 **PAY GRADE 11**

Machinist II  
Maintenance  
Mechanic III  
Mechanic Auto II  
Operator Camera II

Operator Offset  
Press III  
Offset Press  
Second Operator  
Stripper II

388 **PAY GRADE 12**

Cutter Meat III  
Locksmith  
Press IV  
Maintenance Elevator  
Mechanic

Meter & Gate Repairperson  
Operator Offset  
Trimmer Tree II

388a **PAY GRADE 13**

Operator Offset Press V  
Repairer/Refinisher  
Auto Body  
Upholsterer III

388b **PAY GRADE 14**

Mechanic Heavy Equip.  
Millwright  
Operator Offset Press VI

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

**STEWARD DISTRICTS**

389 **Area A - North Campus**

A-1 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.

390 **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)

391 **Area C - Central Campus**

386

PAY G

Cutt  
Mo  
O

...e Lloyd, Observatory, Couzens, Mosher  
 ...ell, CCRB, Women's Athletic Building,  
 ... Pool, Oxford Housing, Arboretum.  
 ...ding, Health Service, Fletcher Street Parking  
 ... Power Center, Plant Service Building, Heating  
 ... North University Building, North Hall, Museums  
 ...ex, Museum Building, Michigan League, Frieze  
 ...ilding, Rackham Building, Modern Languages Building,  
 ... Social Work Annex, Thayer Street Parking Structure,  
 ... Burton Tower, Hill Auditorium, Lane Hall.  
 3 - 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.

391a 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.

391b Area E - Dearborn Campus

E1 - Dearborn Campus

391c Area F - Flint Campus

F1 - Flint Campus

\* One afternoon steward for (C1 through C3 and B5),  
 \*\*One night steward for (C1 through C3), (E1).

392 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:

393

The aggrieved employee may have an employee, if any at his/her work location, represent him/her at Step One.

394

Thereafter, if he/she reduces his/her grievance to writing, he/she 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.

395

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**

396

Chief Steward I - Maintenance

- |                                 |                            |
|---------------------------------|----------------------------|
| Aide Audio-Visual               | Mechanic Maintenance II    |
| Assistant Locksmith             | Mechanic Maintenance III   |
| Auto Body Repair/<br>Refinisher | Mechanic Maintenance III   |
| Keymaker                        | Meter & Gate Repairperson  |
| Locksmith                       | Millwright                 |
| Machinist I                     | Mover I                    |
| Machinist II                    | Mover II                   |
| Mechanic Auto I                 | Service Extinguisher       |
| Mechanic Auto II                | Trainee Meter & Gate       |
| Mechanic Elevator               | Mechanic                   |
| Maintenance                     | Upholsterer I              |
| Mechanic Heavy Equip            | Upholsterer II             |
| Mechanic Laundry Plant          | Upholsterer III            |
| Mechanic Maintenance I          | Worker Parking Maintenance |

397

Chief Steward II - Food & Nutrition & Printing

- |                       |                      |
|-----------------------|----------------------|
| Aide Galley Food Serv | Offset Press Second  |
| Baker I               | Operator             |
| Baker Hospital I      | Operator Letterpress |
| Baker II              | Operator Camera II   |
| Baker Hospital II     | Operator Finish      |
| Baker III             | Machine I            |
| Baker IV              | Operator Finish      |
| Baker Production I    | Machine II           |
| Baker Production II   | Operator Offset      |

Baker Production III	Press Feeder
Binder Book I	Operator Mail Svcs Auto Equip
Binder Book II	Operator Microfilm I
Binder Book III	Operator Microfilm II
Chef Assistant	Operator Microfilm III
Cleaner Kitchen	Operator Offset Press I
Cook I	Operator Offset Press II
Cook Hospital I	Operator Offset Press III
Cook II	Operator Offset Press IV
Cook Hospital II	Operator Offset Press V
Cook III	Operator Offset Press VI
Cook Hospital III	Operator Press
Cook IV	Stripper I
Cook Metabolic	Stripper II
Cutter Meat I	Worker Finishing
Cutter Meat II	Worker Food Service
Cutter Meat III	
Helper Mail Svc Auto Equip	

398 Chief Steward III - Aides & Attendants

Aide Anesthetist	Attendant Ambulance
Aide Animal	Attendant Animal
Aide Laboratory	Attendant Entrance
Aide Medical Proc	Attendant Laboratory
Aide Nurse I	Messenger
Attendant Patient	OR Instrument Proc I
Visitor Entrance	OR Instrument Proc II
Aide Nurse II	Processor Film I
Aide Nurse III-	Processor Film II
Burn Care	Processor Instrument
Aide Nurse III-	Sterilizer
Intensive Care	Psychiatric Aide
Aide Nurse III-	Specialist Ambulance
Orthopedic Care	Communications
Aide Operating Room	Transporter Patient
Aide Teacher	Worker Psych Care
Aide X-Ray	

399 Chief Steward IV - Service & Cleaning

Attendant Linen	Housekeeper
Attendant Linen Service	Housekeeper Chancellors
Checker Laundry	House
Classifier Laundry	Housekeeper Pres House
Cleaner Duct	Loader Incinerator

Cleaner Fixture & Wall	Operator Laundry Machine
Cleaner Venetian Blind	Presser Laundry
Custodian I	Waste Handler I
Custodian II	Waste Handler II
Custodian III	Weigher Loader Laundry
Custodian Unit	Window Washer
Duct Cleaner	Worker Garment I
Feeder Folder Laundry	Worker Garment II

400 Chief Steward V - Grounds, Gardeners, Transportation & Stores

Attendant Locker Room	Mounter Plant I
Attendant Parking	Mounter Plant II
Attendant Patient	Operator Bus
Equipment	Operator Hospital
Ablebodied Seaman	Communications I
Attendant Service	Operator Hospital
Station	Communications II
Clerk Postal I	Operator Laundry Motor
Clerk Postal II	Vehicle
Clerk Postal III	Operator Motor Vehicle
Deckhand	Operator Transic Coach
Dispatcher I	Preparator Botanical
Dispatcher II	Ship Steward
Dispatcher III	Stockkeeper I
Gardener I	Stockkeeper II
Gardener II	Stockkeeper III
Groundskeeper I	Trimmer Tree I
Groundskeeper II	Trimmer Tree II
Helper Refuse Truck	Tree Trimmer Trainee
M-Stores Room	Worker Athletic Facility I
Delivery Driver	Worker Athletic Facility II

401 Chief Steward VI - All Areas Midnights

401a Chief Steward VII - Hospital Afternoons

401b Chief Steward VIII - Central Campus Afternoons

402 Deleted

APPENDIX E

CLASSIFICATION SERIES

403	Classification Title	Pay Grade
	Attendant Animal	03
	Aide Animal	04
	Attendant Laboratory	02
	Aide Laboratory	04
	Aide Nurse I	03
	Aide Nurse II	04
	Aide Nurse III	05
	Baker I	03
	Baker II	05
	Baker III	07
	Baker IV	08
	Baker Hospital I	07
	Baker Hospital II	08
	Baker Production I	04
	Baker Production II	07
	Baker Production III	08
	Binder Book I	03
	Binder Book II	07
	Binder Book III	09
	Custodian I	01
	Custodian Unit	02
	Custodian II	03
	Custodian III	04
	Cleaner Kitchen	03
	Cleaner Fixture & Wall	04
	Cleaner Venetian Blind	04
	Washer Window	06
	Worker Food Service	01

Classification Title	Pay Grade
Aide Galley Food Service	02
Cook I	03
Cook II	05
Cook III	07
Cook IV	08
Cook Hospital I	03
Cook Hospital II	05
Cook Hospital III	08
Cutter Meat I	08
Cutter Meat II	10
Cutter Meat III	12
Clerk Postal I	04
Clerk Postal II	06
Clerk Postal III	07
Dispatcher I	04
Dispatcher II	06
Dispatcher III	07
Feeder Folder Laundry	01
Worker Garment I	02
Worker Garment II	04
Presser Laundry	02
Checker Laundry	03
Classifier Laundry	03
Attendant Linen Service	05
Operator Laundry Machine	05
Weigher Loader Laundry	05
Gardener I	05
Gardener II	07
Groundskeeper I	05
Groundskeeper II	07
Assistant Locksmith	07
Locksmith	12
Machinist I	08
Machinist II	11

Classification Title	Pay Grade
Mechanic Auto I	09
Mechanic Auto II	11
Mechanic Heavy Equip	14
Mechanic Maintenance I	07
Mechanic Maintenance II	09
Mechanic Maintenance III	11
Mounter Plant I	03
Mounter Plant II	04
Mover I	06
Mover II	10
Operator Finish Machine I	08
Operator Finish Machine II	10
Operator Hospital Communications I	07
Operator Hospital Communications II	09
Offset Press Second Operator	11
Operator Offset Press Feeder	09
Operator Press	09
Operator Offset Press I	08
Operator Offset Press II	10
Operator Offset Press III	11
Operator Offset Press IV	12
Operator Offset Press V	13
Operator Offset Press VI	14
Operator Microfilm I	04
Operator Microfilm II	09
Operator Microfilm III	10
Operator Camera	11
Processor Film I	03
Processor Film II	05
Processor OR Instrument I	05
Processor OR Instrument II	06
Stripper I	09
Stripper II	11

Classification Title	Pay Grade
Stockkeeper I	04
Stockkeeper II	06
Stockkeeper III	08
Trimmer Tree I	10
Trimmer Tree II	12
Upholsterer I	08
Upholsterer II	10
Upholsterer III	13
Worker Athletic Facility I	04
Worker Athletic Facility II	07

#### APPENDIX F

##### Grievance Procedure

404 The forms illustrated in this Appendix are provided by the University and, after discussion with the Union, may be subject to change.

MEMORANDUM OF UNDERSTANDING

MISCELLANEOUS

405 This confirms our agreement that:

406 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.

407 Where currently in effect for an employee, a uniform and/or maintenance, if any, will continue to be provided.

408 Where an employee is required to take meals provided during his/her assigned schedule of work, he/she will not be charged for meals when he/she is absent from work.

409 No employee will be required to furnish his/her own tools or equipment.

410 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 by the University not later than the end of the first working day of the University's payroll department 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.

411 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.

412 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.

413

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.

For the Regents of the  
University of Michigan

By: Bruce Craft

By: Alborah Childs

For Local 1583,  
AFSCME

By: Th. K. P.

By: Michael Edwards

By: Cheryl McKeay

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

WORK SCHEDULES

414 During the term of this Agreement, the parties at the initiative of either party will endeavor to develop a mutually agreeable method to study alternative work schedules with the intent, if mutually agreeable, that in applying the terms of Paragraph 41 to employees in Hospital Housekeeping who are currently scheduled to work every weekend, any other combination of eight hours each excluding the lunch period provided in Section B. if not paid, which permits a Saturday and Sunday off every other weekend will be considered a regular schedule.

For the Regents of the  
University of Michigan

By: Bruce Perry  
By: Deborah Chiew

For Local 1583,  
AFSCME

By: Th. K. P.  
By: Michael A. Edwards  
By: Cheryl McWay

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

APPLICATION OF ARTICLE 19

415 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

For the Regents of the  
University of Michigan

For Local 1583,  
AFSCME

By: Bruce Perry  
By: Deborah Chiew

By: Th. K. P.  
By: Michael A. Edwards  
By: Cheryl McWay

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

CHAIRPERSON OF THE BARGAINING COMMITTEE-PAY

- 416 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.
- 417 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.
- 418 The chairperson of the Bargaining Committee shall be paid at the job rate of pay grade fourteen (14).
- 419 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.

For the Regents of the  
University of Michigan

For Local 1583,  
AFSCME

By: Bruce C. King  
By: Heborah Childs

By: Th. K. J. H.  
By: Michael P. Edwards  
By: Cynthia McVey

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

SPECIAL INDIVIDUAL RATES AS A RESULT  
OF CHANGES IN CLASSIFICATIONS AND  
PAY GRADE ASSIGNMENTS UNDER PRIOR AGREEMENTS

- 421 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).

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

- 423 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.

424

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.

For the Regents of the University of Michigan

By: *Bruce Campbell*  
By: *Deborah Childs*

For Local 1583, AFSCME

By: *[Signature]*  
By: *[Signature]*  
By: *Cheryl McHenry*

Date: May 10, 2002

### MEMORANDUM OF UNDERSTANDING EXPERIMENTAL TRAINING PROGRAM

425

The University and the Union agree that it is in the best interest of the parties and the employees represented by the Union to undertake an experimental on-the-job training program as a means of providing employees with the requisite skills in order to qualify them for promotions which become available. In this connection, the parties agree that any training classification established will be consistent with the needs of the University.

426

Whenever a training classification is established, the position will be posted in accordance with the provisions of Article 20, Sections D. and E. The posting will set forth the purpose of the training program, the classification for which employees are to be trained, the rate of pay during the training program, and the department in which the training is to take place. Following the posting, selection will be based on the seniority of the employees who have the basic qualifications to perform the work of the classification for which they are to be trained. For the purposes of this training program, basic 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 classification upon completion of the training provided by this program. The Union will be sent a listing of the bidders and their seniority dates and the name of the employee selected.

427

In the event that some or all of the training is provided outside the employee's regular schedule of work, his/her schedule of work may be adjusted so that the training takes place during hours paid at the regular hourly rate. In any event, time spent in training, including classroom time, shall be paid time.

428 An employee in the training program shall be paid initially \$1.00 per hour less than the job rate of the classification for which he/she is to be trained, or his/her current hourly rate of pay, whichever is the higher. Three months thereafter the employee shall receive an additional 10 cents per hour and 15 cents per hour at the next two (2) three- (3) month intervals and 20 cents per hour at the next two (2) three- (3) month intervals, until his/her hourly rate reaches 20 cents per hour less than the job rate for the classification for which he/she is being trained. He/she shall remain at that rate until completion of the training program, when he/she shall receive the job rate.

429 Upon successful completion of training, the employee will be assigned to the classification for which he/she has been trained, Article 20 notwithstanding.

430 If it is decided that the employee's progress in developing the requisite skills is unsatisfactory, he/she shall be assigned, consistent with his/her seniority, to the classification to which he/she was assigned immediately preceding assignment to the training classification, or to one of comparable status and hourly rate of pay.

431 The supervisor responsible for the training will prepare reports every three (3) months, and more often if needed, on the employee's progress. A copy of this report will be sent to the University Personnel Office and the Chairperson of the Bargaining Committee.

432 The University and the Union will meet quarterly in special conference to evaluate this program and explore possibilities of further development unless mutually agreed that no conference is necessary. In this connection, a discussion of the University's projection of needs, together with an analysis of promotions and new hires, will take place semi-annually. In every case, a conference will be held prior to establishing a training classification under this program. The Union will be provided a current listing of employees assigned to training classification, notification of successful completion, and subsequent assignment and notification of any removal from the training program.

433 In addition and apart from this program, the University and the Union agree that another method of qualifying employees for promotion is to permit periodic, but controlled, performance of duties of classifications assigned to higher pay grades. In such a case, and provided the name of the employee who is periodically so assigned is made known to the Union in advance of the performance, the provision of Article 15 shall not be applicable nor shall a misclassification result.

434 In the event that the University establishes a training program for classifications not covered by the collective bargaining agreement and an employee in this collective bargaining unit is selected for training, he/she shall be assigned, consistent with his/her seniority, to the classification in the bargaining unit to which he/she was assigned immediately preceding assignment to the training program, or one of comparable status and hourly rate of pay, if the University decides that the employee's progress in developing requisite skills is unsatisfactory.

For the Regents of the  
University of Michigan

By: *Bruce Campbell*

By: *Deborah Childs*

For Local 1583,  
AFSCME

By: *John Kapp*

By: *Mark LaForte*

By: *Cheyl McVey*

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

UNION ORIENTATION

435 The University will allow the Local Union President, or his/her 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.

For the Regents of the University of Michigan

By: Bruce Craft  
By: Deborah Clived

For Local 1583, AFSCME

By: Mike Kelly  
By: Michael & Edna  
By: Cheyl McVay

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

PTO ACCRUAL

436 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.

For the Regents of the University of Michigan

By: Bruce Craft  
By: Deborah Clived

For Local 1583, AFSCME

By: Mike Kelly  
By: Michael & Edna  
By: Cheyl McVay

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING  
PRE-ARBITRATION GRIEVANCE INVESTIGATIONS

437 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 Three 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.

For the Regents of the  
University of Michigan

By: *Bruce Craft*  
By: *Keborah Childs*

For Local 1583,  
AFSCME

By: *John Koff*  
By: *Mark L. Edwards*  
By: *Cheryl McVey*

Date: May 10, 2002

Note: Paragraph 438 deleted.

MEMORANDUM OF UNDERSTANDING

SAFETY SHOES

439 The University shall reimburse employee(s) for the actual costs of safety shoes provided by the employee(s), not to exceed \$45.00 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.

For the Regents of the  
University of Michigan

By: *Bruce Craft*  
By: *Keborah Childs*

For Local 1583,  
AFSCME

By: *John Koff*  
By: *Mark L. Edwards*  
By: *Cheryl McVey*

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

ALLEGED MISCLASSIFICATION OF AN EMPLOYEE

440 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 the University Personnel Office. 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.

For the Regents of the University of Michigan

By: Bruce Campbell  
By: Heborah Chidwick

For Local 1583, AFSCME

By: W. K. P. H.  
By: Michelle L. ...  
By: Cheryl McHenry

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

TECHNOLOGICAL CHANGE

441 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. The Committee will schedule meetings on a monthly basis. 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.

For the Regents of the University of Michigan

By: Bruce Campbell  
By: Heborah Chidwick

For Local 1583, AFSCME

By: W. K. P. H.  
By: Michelle L. ...  
By: Cheryl McHenry

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

CHILD CARE

442 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.

For the Regents of the  
University of Michigan

By: *Bruce C. [Signature]*  
By: *Neborah Childs*

For Local 1583,  
AFSCME

By: *[Signature]*  
By: *Michelle [Signature]*  
By: *Cheryl [Signature]*

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

HEALTH INSURANCE

443 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.

For the Regents of the  
University of Michigan

By: *Bruce C. [Signature]*  
By: *Neborah Childs*

For Local 1583,  
AFSCME

By: *[Signature]*  
By: *Michelle [Signature]*  
By: *Cheryl [Signature]*

Date: May 10, 2002

**MEMORANDUM OF UNDERSTANDING**  
**WORK SCHEDULE OPTION AND OVERTIME PAY**

444 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.

For the Regents of the  
University of Michigan

By: Bruce Crisp  
By: Deborah Chick

For Local 1583,  
AFSCME

By: John Kelly  
By: Michael Edwards  
By: Cheryl McKeeg

Date: May 10, 2002

**MEMORANDUM OF UNDERSTANDING**  
**HOSPITALS AND HEALTH CENTERS TRAINING INITIATIVE**

445 During the life of this Agreement, the Hospitals and Health Centers agrees to invest up to \$450,000 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.

For the Regents of the  
University of Michigan

By: Bruce Crisp  
By: Deborah Chick

For Local 1583,  
AFSCME

By: John Kelly  
By: Michael Edwards  
By: Cheryl McKeeg

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

PRESIDENT'S PAY

446 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 paragraph 435), 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.

447 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.

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

449 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.

449a 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.

For the Regents of the University of Michigan

By: [Signature]  
By: [Signature]

For Local 1583, AFSCME

By: [Signature]  
By: [Signature]  
By: [Signature]

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

ARTICLE 20, SECTION D, POSTING PROCEDURES

450 The parties recognize that the current and past practice of posting regular job openings is to distribute hard copy postings throughout the University for placement on approximately seventy-five (75) different posting boards. The parties also recognize that this is a very labor intensive process that does not optimize efficiency. It is agreed that during the term of this Agreement the University will continue to post hard copy postings, but that as other more efficient technological processes may become available the University will discuss them with the Union and implement upon mutual agreement.

For the Regents of the University of Michigan

By: [Signature]  
By: [Signature]

For Local 1583, AFSCME

By: [Signature]  
By: [Signature]  
By: [Signature]

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING  
RETROACTIVE PAYMENTS

451 Each employee who was an employee on August 5, 2001, or who was hired after 8/5/01 and who has remained an employee up to and including the execution date of this agreement, will receive a retroactive payment on the hours worked or paid based upon the employees' pay grade in Wage Schedule A, except that there will be no retroactive wage payments to probationary employees. However, if a probationary period is completed on or after August 5, 2001, the employee will be entitled to a retroactive payment based upon their pay grade. The effective date of the retroactive payment will be the beginning of the first pay period following completion of their probationary period.

For the Regents of the  
University of Michigan

By: Bruce Craft  
By: Neerwah Chidwa

For Local 1583,  
AFSCME

By: John Kuffa  
By: Michael J. Schab  
By: Cheryl McWay

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING  
INSTRUMENT PROCESSOR/STERILIZER

452 The pay grade adjustment for Instrument Sterilizer/Processor from pay grade 04 to pay grade 05 is made with the following understanding:

1. Additional responsibilities, including but not limited to additional instrument sets, may be introduced without moving this classification to a higher pay grade. In any event, the pay grade for Instrument Sterilizer/Processor will not exceed that of OR Instrument Processor I.
2. The Instrument Processor/Sterilizer classification is distinct from the OR Instrument Processor I, pay grade 05, each having distinct necessary qualifications and not included in the same classification series.

For the Regents of the  
University of Michigan

By: Bruce Craft  
By: Neerwah Chidwa

For Local 1583,  
AFSCME

By: John Kuffa  
By: Michael J. Schab  
By: Cheryl McWay

Date: May 10, 2002

**MEMORANDUM OF UNDERSTANDING**

**ARBITRATION BACK LOG &**

**EXPEDITED ARBITRATION (XARB)**

453

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.

For the Regents of the  
University of Michigan

By: Bruce C. Prof

By: Rebecca Childs

For Local 1583,  
AFSCME

By: Al Koff

By: Walter E. Egan

By: Cheryl M. Hays

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

SEASONAL LEAVE OF ABSENCE

454

In addition to the 80 seasonal leave of absence positions allowed under Section L of Article 29, it is understood and agreed that at such time that 80 positions are established and filled, the Housing Division may utilize an additional 20 newly created seasonal leave positions. In such a situation, the provisions of Sections L shall apply.

For the Regents of the University of Michigan

By: Bruce Prof  
By: Norborah Childs

For Local 1583, AFSCME

By: Mr. Kuyh  
By: Michelle Edwards  
By: Cheyl McCreary

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

PAPER DISCIPLINARY LAYOFF

455

It is understood and agreed that "disciplinary action" referenced in Article 38 - Discipline- may include a written reprimand in lieu of a disciplinary layoff (paper DLO). A paper DLO will be clearly identified as such, and used as disciplinary action for unexcused absenteeism. It is further understood that a paper DLO would still be considered a disciplinary layoff for progressive discipline purposes, and would be subject to processing through the grievance procedure in the same manner as a disciplinary layoff.

A paper DLO appealed to arbitration would be held in abeyance at the Union's option, and without prejudice to the Union until such a time that the grievance is either heard at arbitration or withdrawn by the Union because the time limits of Section B of Article 38 have expired, or for any other reason by the Union.

Further, when the University issues a 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 for the discipline. It is 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 discipline.

For the Regents of the University of Michigan

By: Bruce Prof  
By: Norborah Childs

For Local 1583, AFSCME

By: Mr. Kuyh  
By: Michelle Edwards  
By: Cheyl McCreary

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

ONE-TIME WAGE PAYMENTS

456 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 the payment.
2. Such payment to an employee will not exceed \$250.00, and can occur no more than once per year for any individual employee.

It is understood that this is a pilot program for the duration of this Agreement, during which the Union may request a review through Special Conference.

For the Regents of the University of Michigan

By: [Signature]
By: Deborah Childs

For Local 1583, AFSCME

By: [Signature]
By: [Signature]
By: Cheryl McNeary

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

RECLASSIFICATION

457 Effective the beginning of the first pay period following execution of the agreement, the following classifications will change accordingly:

Table with 3 columns: Classification Pay Grade, Classification Code, New. Rows include Instrument Sterilizer Processor, Locksmith, Mechanic Heavy Equipment, Repairer/Refinisher Auto Body, Millwright, Meter & Gate Repairperson, Operator Bus.

Those employees classified as Motor Vehicle Operators at the Laundry Services will be assigned to a new classification (to be determined) at a pay grade 07, effective the beginning of the first pay period following the execution of the agreement.

For the Regents of the University of Michigan

By: [Signature]
By: Deborah Childs

For Local 1583, AFSCME

By: [Signature]
By: [Signature]
By: Cheryl McNeary

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

PTO ACCRUAL

458 During the term of the Collective Bargaining Agreement the accrual and recording of PTO per paragraph 229b, number 5, may be changed from the beginning of the calendar month to the end of a calendar month. AFSCME will be notified six months prior to the effective date of such a change.

For the Regents of the  
University of Michigan

By: Bruce Coyf  
By: Deborah Chidwick

For Local 1583,  
AFSCME

By: Mr. Kofke  
By: Michelle Edwards  
By: Cheyel McNeely

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

LABOR/MANAGEMENT COMMITTEE ON STANDARDIZATION  
OF QUALIFICATIONS FOR SELECTED CLASSIFICATIONS

459 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. These 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 his/her 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

MEMORANDUM OF UNDERSTANDING

IMPLEMENTATION OF CHANGES TO ARTICLE 20, SECTION B, POSITION AND SHIFT CHANGES WITHIN A DEPARTMENT

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.

For the Regents of the University of Michigan

By: Bruce C. [Signature]  
By: Alborah Childs

For Local 1583, AFSCME

By: [Signature]  
By: [Signature]  
By: Cheryl McCreary

Date: May 10, 2002

460

Upon ratification and approval by the parties of the Agreement expiring August 4, 2001, which the parties have extended, the changes to Article 20, Section B will be implemented as follows:

1. If this ratification and approval occurs on or before November 30, 2001, the changed provisions of Article 20, Section B will be effective December 1, 2001. For any openings that occur from the ratification and approval date through December 31, 2001 current Transfer Request forms will be honored through that month of December only. All current Transfer Request forms will then be disposed of by the departments. During December 2001, up to two (2) new Request for Transfer forms may be submitted by employees to be considered in accordance with the new provisions of this Section B.
2. If ratification and approval occurs after November 30, 2001, the following implementation provisions will apply. Between whatever the ratification and approval date of the Agreement by the parties, and the first of the month that is at least four (4) weeks subsequent to that ratification and approval date, employees will have the opportunity to complete up to two (2) Request for Transfer forms to submit to their department. These requests will be valid effective on the first of whatever month is applicable as referenced above, and through December 31, 2002. Up to whatever that first of the month date is, current Transfer Request forms will be honored. After that first of the month date all current Transfer Request forms will be invalid and will be disposed of by the departments. Thereafter, all the provisions of the new Section B will be applicable.

For the Regents of the University of Michigan

By: Bruce C. [Signature]  
By: Alborah Childs

For Local 1583, AFSCME

By: [Signature]  
By: [Signature]  
By: Cheryl McCreary

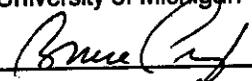
Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

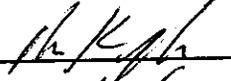
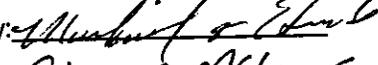
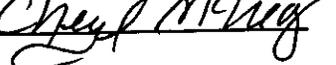
PERSONAL DISCRETION TIME (PDT) RENEWAL CHANGE AND  
PTO SELLBACK TRANSITION PERIOD

- 461 In order to provide for proper personal discretion time renewals caused by the change in those renewals from January to June, and the changes to the PTO Sell Back provision of our Agreement as an incentive not to use personal discretion time, the following provisions apply:
- On January 1, 2003 employees will renew 1.5 days of PDT.
  - On June 1, 2003 employees will renew 3 days of PDT. (employees working half time or less will receive one half of the above PDT renewal amounts)
  - An employee who uses no personal discretion time from June 1, 2003 through May 31, 2004, may sell back up to 72 hours of PTO time in October, 2004 in accordance with Article 24, Section F of our Agreement.

For the Regents of the  
University of Michigan

By:   
By: 

For Local 1583,  
AFSCME

By:   
By:   
By: 

Date: May 10, 2002

MEMORANDUM OF UNDERSTANDING

TRAINING

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

- A joint committee will compile a Resource Training Booklet, identifying 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.
- Plant 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.

For the Regents of the  
University of Michigan

By: *[Signature]*  
By: *Deborah Chicks*

For Local 1583,  
AFSCME

By: *[Signature]*  
By: *[Signature]*  
By: *Cheyel McKeef*

Date: May 10, 2002

**MEMORANDUM OF UNDERSTANDING**  
**PRESCRIPTION DRUG RIDER**

463 The University agrees to provide and maintain a \$4.00 co-pay prescription drug rider through December 31, 2002, that is no less than the Michigan Blue Cross/Blue Shield plan. The following schedule of co-pays will be in effect for a prescription drug rider that is no less than the Michigan Blue Cross/Shield plan for the duration of the agreement.

<u>Date</u>	<u>Generic</u>	<u>Preferred</u>	<u>Non Preferred</u>
1/1/03	\$4.00	\$8.00	Not applicable
1/1/04	\$5.00	\$10.00	Not applicable
1/1/05	\$5.00	\$10.00	\$15.00

The Non Preferred co-pay will only be in effect if such co-pay is in effect for other University of Michigan employees.

For the Regents of the  
University of Michigan

By: *[Signature]*  
By: *Deborah Chicks*

For Local 1583,  
AFSCME

By: *[Signature]*  
By: *[Signature]*  
By: *Cheyel McKeef*

Date: May 10, 2002

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## 2002

January							February							March						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						

April							May							June						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

July							August							September						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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28	29	30	31				25	26	27	28	29	30	31	29	30					

October							November							December						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

## 2003

January							February							March						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
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26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					

April							May							June						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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27	28	29	30				25	26	27	28	29	30	31	29	30					

July							August							September						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
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27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				

October							November							December						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			