

7/31/96

AGREEMENT

THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

and

WASHTENAW COUNTY
LOCAL BUILDING TRADES
BOARD OF DIRECTORS

August 1, 1994 - July 31, 1996

Michigan University of



Michigan State University
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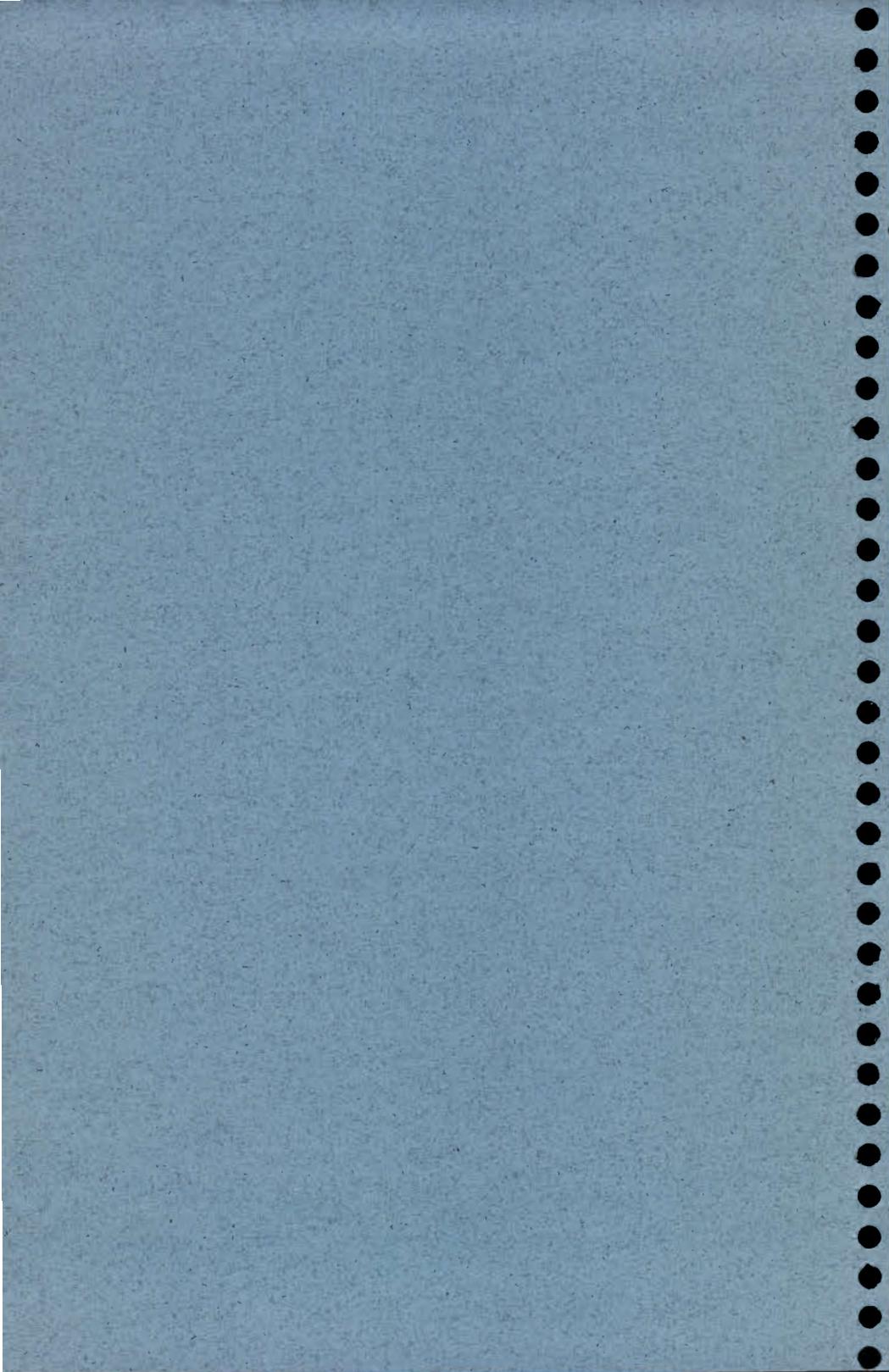


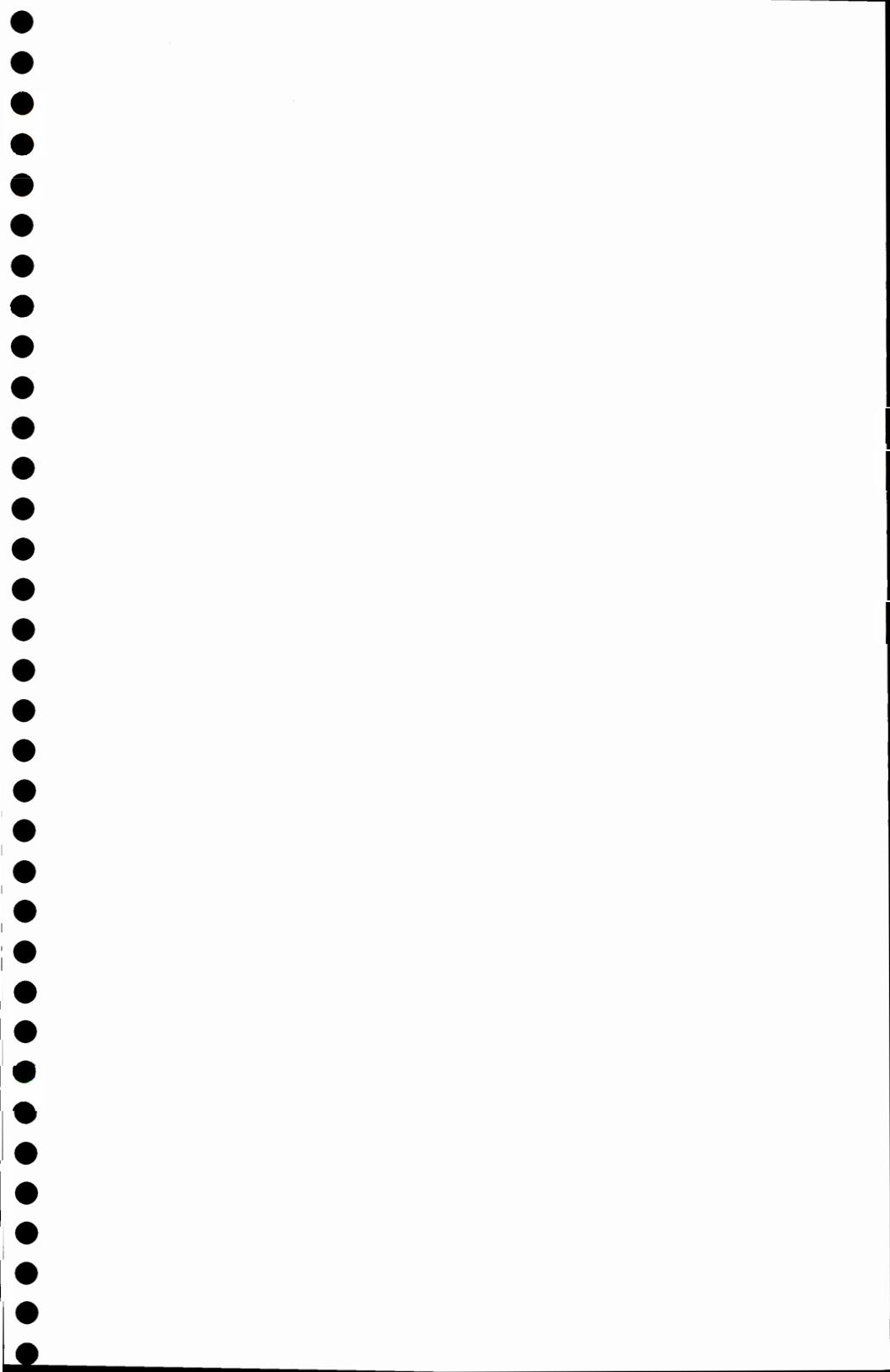
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- 1 The Regents of the University of Michigan (hereinafter called the "University") and the Washtenaw County Local Building Trades Board of Directors (hereinafter called the "Trades Board") agree as follows:

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 November 17, 1967 in Case No. R65 H-25, the University recognizes the Trades Board as the exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other conditions of employment for all employees in the following bargaining units:
- 3 All Electricians; Sheet Metal Workers; Roofers; Roofer and Sheet Metal Helpers; Painters, including Sign Painters and Spray Painters; Masons; Plasterers; Carpenters, including Carpenter Machinists; Cabinet Makers; Plumber Pipe-Fitters, including Pipe Coverers and Steam Fitters; Refrigeration Repairmen; Heavy Equipment Operators; Welders; Construction Laborers; and all Apprentices to the foregoing at any location or facility of the University of Michigan; EXCLUDING Temporary and Student Help; Professional Employees; Teaching Faculty; Research Staff; Office Clerical Employees; Technical Employees; Supervisors, and all other employees.

SECTION B

DEFINITIONS

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

5 2. The term "temporary help" shall mean any individual or individuals whose employment is limited in duration to not more than one hundred and ten (110) work days, consecutively or cumulatively, within the same department or seniority group, during the consecutive twelve (12) month period beginning with the individual's date of hire, without the consent of the Trades Board, and is established for 1) a specific project, 2) the purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation, or 3) augmenting the regular work force of employees to meet the requirements of the University that may be occasioned by termination, dismissal, increased workloads, or other conditions that may create short-term staffing shortages.

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

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

ARTICLE 2

MANAGEMENT RIGHTS

8 The University retains, solely and exclu-

sively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights may be clearly, expressly, and specifically limited in this agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties, and responsibilities which are solely and exclusively the responsibility of the University include, but are not limited to: (1) full and exclusive control of the management of the University, the supervision of all operations, methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees; (5) the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.

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

ARTICLE 3

CONFERENCES

10 At the request of either the Trades Board, the Chief Steward, or the University, conferences shall be held at least quarterly for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements can be made. Safety, Apprenticeship Training, and Insurance and other benefit plans will be appropriate subjects for conferences. All such conferences shall be arranged through a designated representative of the University Personnel Office. Employees, not to exceed four (4), shall not suffer loss of time or pay when attending conferences during their normal working hours. Conferences may be attended by officials of the Trades Board. In the event that it is mutually agreeable, the University or the Trades Board will respond in writing to written matters of mutual interest presented by either party within fourteen (14) calendar days unless both parties mutually agree to another time limit.

ARTICLE 4

NO-STRIKE GUARANTEE

11 Under no circumstances shall the Trades Board, its officials, affiliates, or its members prohibit or restrict the right of any person to unlimited ingress and egress of University premises, nor shall any employee or employees cause or take part in any strike, work stoppage, sit down, slow down, curtailment of work, restriction of production, or any picketing or similar demonstration at any location on the University

premises during the term of this agreement. This shall not be construed as limiting individual participation in an activity that is unrelated to the employment relationship.

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

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

"To all employees of the University represented by Washtenaw County Local Building Trades Board of Directors:

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

14 An authorized official of the Trades Board shall sign the notice.

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

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

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

ARTICLE 5

NON-DISCRIMINATION

SECTION A

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

SECTION B

19 The University shall not discriminate against, restrain, intimidate, or coerce any

employee with respect to or because of the employee's membership or lawful Trades Board activity.

SECTION C

- 20 The University and the Trades Board agree that there will be no discrimination in the application of this agreement because of race, sex, age, creed, color, or national origin, or any other factor prohibited by applicable federal and state laws.
- 21 Nothing in this agreement shall be construed to prevent the University from making reasonable accommodations to persons with disabilities as required by State and Federal laws.
- 22 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

ARTICLE 6

TRADES BOARD SECURITY

SECTION A

- 23 During the life of this Agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty (30) calendar days after the execution date of this agreement or (2) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter shall tender to the Trades Board, as a condition of continued employment in the bargaining unit, either periodic and uniformly required dues or, in the alternative, a service charge in an amount equivalent to periodic and uniformly required dues. Uni-

formly required dues or an equivalent service charge as used in this Article and in Article 7 shall mean that amount of uniform dues required by the affiliate of the Washtenaw County Building Trades Board for the classification in which the employee is classified.

SECTION B

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

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

Date_____

Dear_____:

According to our records you are delinquent in not tendering either periodic and uniformly required dues or the service charge in an amount equivalent to periodic and uniformly required dues. The current amount of such delinquency is \$ _____ for the months of _____, 19___. Unless such dues or service charge is tendered within thirty (30) calendar days, you will be reported to the University for termination of your employment as provided in Article 6 of our collective bargaining Agreement. A copy of this letter has been sent to The University of Michigan.

Sincerely yours,

Secretary/Treasurer/Chief Steward
Washtenaw County Local Building
Trades Board of Directors.

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

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

SECTION C

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

SECTION D

27 The University will inform new employees of their obligation under Section A of this Article and that the employee's obligation under Section A is an express condition of employment. In addition, within five (5) working days after employment, the University shall provide, in writing, the Trades Board, the Chief Steward, and the employee's steward with the name, address, and telephone number of each new employee.

28 At the time the new employee is informed of his/her obligation as set forth in Section A, the employee shall also be informed that the employee shall, within five (5) working days of beginning employment, contact the Chief Steward to arrange for a Trades Board orientation, which the Chief Steward shall conduct.

29 The orientation shall be held before or after the employee's regularly scheduled shift and, upon request of the Chief Steward, at a location provided by the University, and shall not exceed one (1) hour. The orientation shall not occur during or interfere with the regular schedule of work of the Chief Steward, the employee or of any other employees and shall be unpaid.

30 The employee will have the opportunity to complete the Voluntary Authorization for Deduction of Dues or Service Charge form (which will be furnished by the Chief Steward) and return the form to the Chief Steward at the completion of the Trades Board orientation.

31 Upon completion of the Trades Board orientation, the Chief Steward shall return the Voluntary Authorization for Deduction of Dues or Service Charge form to the duly designated University office.

SECTION E

32 Notwithstanding the specific provisions of Article 6, Trades Board Security, the University and the Union agree that if the amount of the service fee is formally challenged by an employee who is not a member of the Union, the Union shall have the sole burden of establishing the legal validity of the fee. During the period of this formal challenge to determine the employee's pro rata share of the Trades

Board's cost of negotiating and administering the collective bargaining Agreement, the University shall not be obligated to terminate such employee's employment until the formal challenge has been resolved.

ARTICLE 7

DUES OR SERVICE CHARGE CHECKOFF

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

WASHTENAW COUNTY LOCAL BUILDING TRADES
BOARD OF DIRECTORS
VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF DUES OR SERVICE CHARGE

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

This authorization and direction shall be effective until revoked in writing by me on a form provided by the University or until the termination of the collective bargaining Agreement between the University and the Trades Board which is in force at the time of delivery of this authorization, whichever

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

Home Address

Home Phone Number

Signature of Employee

Date of Signing

Date of Delivery to University

Social Security Number

34 The following certification form shall be used by the Trades Board when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER
OF TRADES BOARD

I certify that the membership dues for _____ is \$ _____
Type or Print
per _____. The service charge is
\$ _____ per _____.

Date _____ Signature _____
Financial Secretary/Chief
Steward Trades Board
Date of Delivery to University _____

35 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Dues or Service Charge" and (2) the amount of the monthly membership dues or service charge certified by the financial secretary of the Trades Board has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

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

37 All sums deducted by the University shall be remitted to the financial secretary of the Trades Board at an address given to the University by the Trades Board 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.

38 The University shall not be liable to the Trades Board 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 Trades Board shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article or in reliance on any list, notice, certification, or authorization furnished under this Article.

ARTICLE 8

BULLETIN BOARDS

39 The University shall provide the Trades Board with space on bulletin boards at various University locations and one key for each glass enclosed lockable board. The boards shall be of the quantity and located as set forth in Appendix C unless the parties mutually agree to a different number and/or a change in location. The Trades Board's exclusive space on these boards shall be for the purpose of posting Trades Board notices and shall be sufficient for posting four (4) 8 1/2 by 11 inch notices. Such notices may be posted during working hours and without loss of time or pay by the steward or alternative steward working at each of the following locations: Medical Hospital, Flint Campus, Dearborn Campus, Housing, and North Campus Housing, and by the Chief Steward at all locations. In the event that the Chief Steward does not function as such on a full-time basis as provided for elsewhere in this Agreement, the Chief Steward may designate a representative who may post such notices at all locations during working hours and without loss of time or pay. These notices shall be of that type:

- a. Recreational and social events of the Trades Board;
- b. Trades Board meetings;
- c. Trades Board elections, appointments;
- d. Results of Trades Board elections.

40 In the event a dispute arises concerning the appropriateness of material posted, the Secretary of the Trades Board and the Chief Steward will be advised by the University Personnel Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 9

WORK SCHEDULES

SECTION A

- 41 A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid lunch periods. This Section shall not be construed as and is not a guarantee of any hours of work per day or per week, but the normal schedule of work shall not be reduced in order to avoid a layoff unless agreed to in advance by the Trades Board. When an employee's normal schedule of work is changed, it shall be for not less than five (5) work days.
- 42 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) minutes or more shall be non-paid. Paid lunch periods shall not exceed twenty (20) minutes.

43

There normally will be a rest period which shall be taken at a time determined by the University. Such rest period shall be with pay and shall under no circumstances exceed fifteen (15) minutes for each four (4) hours of work. No employee shall leave the employee's work prior to the beginning of this fifteen (15) minute period and must resume work at the end of this period. The employee may leave his/her work site during the rest period, however, in no case shall any employee use a vehicle during the rest period or to get to a place other than the employee's work site for the rest period, nor shall the rest period exceed fifteen (15) minutes, and the University may prohibit the taking of such rest periods in specific locations of its facilities and grounds. The rest period is intended to be a recess from work to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as cumulative if it is not taken. It is understood that the Trades Board does not condone any abuse of this Section and that an employee who violates any requirement of this Section shall be subject to disciplinary action.

SECTION B

44

All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their work site and continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor, except that at the end of the work day employees normally will be permitted a period not to exceed ten (10) minutes to wash.

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

SECTION C

46 In the event that the normal schedule of work of an employee is changed to a shift, for which the employee would be eligible for Shift Premium as provided under Article 12, notice of the change of the normal work schedule shall be given to the employee as soon as practicable but, in any event, not less than fifteen (15) calendar days before the change is to be effective. In the event that a new shift is established, which did not previously exist within a seniority group, notice of the change of the normal work schedule shall be given to the employee as soon as practicable but, in any event, not less than thirty (30) calendar days before the change becomes effective. Such notice in advance shall not be required for temporary or short-term changes of assignment. In making such work schedule changes, the University will consider the classification seniority of an affected employee within the seniority group and the preference of the employee. The employee with the least classification seniority within the seniority group shall be affected first, provided the employee to be assigned has the requisite skill, knowledge and ability to perform the work required.

47 An employee who wishes to change from one shift to another shift within his/her own classification and seniority group, shall submit a written request to his/her supervisor, identifying a specific position, starting times and work days requested. After making position or shift transfers among employees within a seniority group and prior to posting a regular job opening, all requests for shift transfer from within the seniority group, which have been on file for at least thirty (30) calendar days at the time a regular job opening occurs, shall be considered by the University for that regular job opening. If an employee has submitted more than one request for transfer, only the most recently dated request will be considered by the University. In making such transfers, employees will be offered the shift in accordance with classification seniority, provided the employee to be assigned has the requisite skill, knowledge and ability to perform the work required, and in such a manner as will not adversely affect the operation of the University, except that a newly hired employee may be assigned to such a regular job opening or shift for the purpose of training and familiarization for a period not to exceed three (3) months. The Chief Steward will receive written notification where and how such an offer would adversely affect the operation of the University.

48 An employee may request a change from one shift to another shift within the same classification and seniority group by submitting a written request to his/her supervisor identifying a specific position, starting times and work days requested. The University may grant such a request provided

the change does not adversely affect the operations of the University and the employee has the skills and knowledge to perform the work competently. In making such changes when no regular job opening exists, only an employee with less classification seniority than the employee requesting the change shall be displaced. Notice of the change shall be given to the employee to be displaced as soon as practicable but in any event not less than fifteen (15) calendar days before the change is to be effective. The displaced employee will be transferred to a shift and position within the same classification and seniority group for which the employee possesses the requisite skills, knowledge and ability. The University need not accept or approve such requests for shift change if the requesting employee has had a shift change within the preceding six (6) month period.

ARTICLE 10

CLASSIFICATIONS AND WAGES

SECTION A

WAGE SCHEDULE

49 Wages shall be paid in accordance with the wage schedule as set forth in Appendix A; on a biweekly basis every other Friday throughout the calendar year provided, however, an employee assigned to a classification will progress from one step to the next only if the employee's performance is satisfactory. An employee's performance will be presumed satisfactory unless the employee is notified to the contrary in writing by the University.

50 If an employee fails to receive a paycheck, a paycheck shall be issued 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 by the employee.

51 If there is a net pay shortage in an employee's check of twenty-five dollars (\$25) or more, correct payment will be made at the request of the employee no later than seven (7) calendar days following the day the employee's immediate supervisor is notified by the employee. Pay shortages of less than twenty-five dollars (\$25) will be corrected and paid on the next regular pay day.

SECTION B

CLASSIFICATION DESCRIPTIONS

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

ARTICLE 11

OVERTIME

SECTION A

OVERTIME PREMIUM

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

54 In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, (1) time when actual work is performed and (2) time off work for which pay is received pursuant to Article 23 (Disability Income), Article 26 (Vacation Time Pay), Article 27 (Funeral Leave Pay), and Article 24 (Holiday Pay), except paid time for a holiday which falls on an employee's scheduled day off, and (3) time off work pursuant to Article 28 (Jury and Witness Service) will be counted.

SECTION B

PYRAMIDING

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

SECTION C

SCHEDULING

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

57 Overtime work shall be assigned to "temporary help" only after it has been offered to employees in the same unit of distribution who are available to perform the work. However, "temporary help" may work such overtime as is necessary to complete a job assignment already in progress, provided such overtime is not scheduled or circumstances do not permit advance notice.

58 After twelve (12) consecutive hours of work, there shall be a paid lunch period not to exceed twenty (20) minutes, provided that work resumes immediately following the lunch period.

59 Whenever an apprentice works overtime, at least one (1) employee from the classification to which the apprentice is an apprentice will also be assigned to work overtime unless no such employee wishes the overtime or is available when called.

SECTION D

DISTRIBUTION

60 Overtime within a unit of distribution shall be distributed as equitably as practicable among employees having the ability to do the work competently and efficiently and who are assigned to the same classifications within the unit of distribution.

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

62 A record of the overtime worked for each calendar week shall be maintained for each unit of distribution and posted by the steward after the overtime is worked. In general, the employee with the lowest number of overtime hours recorded will be offered overtime first. Employees who work overtime or who do not work overtime when it has been offered or assigned to them, whether excused or not, will be charged the amount of overtime hours worked. Any inequitable distribution will be rectified in the future scheduling of overtime. Overtime assigned or offered and not worked, whether excused or not, shall be color coded in red when posted. Overtime worked shall be posted in a contrasting color. Overtime worked pursuant to Article 15, Call Back Pay, shall not be posted on the overtime log or considered for the equitable distribution of overtime, but will be recorded separately and posted.

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

64 New employees, employees returning from a leave of absence or employees transferred 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 an employee in the same classification in the unit of distribution. Employees transferred into another unit of distribution or returning from layoff shall retain their hours of overtime accrued and recorded from their previous unit of distribution or their hours of overtime accrued and recorded at the time of their layoff.

65 Units of distribution will be as established by the University, and the University shall provide the Trades Board with a list which will identify each unit of distribution. In the event that a new unit of distribution is established, the University will provide notice to the Trades Board not later than thirty (30) calendar days prior to the effective date of such unit of distribution. Upon request of the Chief Steward, the University and the Trades Board will meet to discuss the new unit of distribution.

66 An employee who is continuously absent from work for one (1) month or more, for whatever the reason, except as provided in Paragraph 64, shall be charged for overtime in the same amount as the employee who was next lowest on the overtime record at the time the employee's absence began, except the employee shall not be charged for any overtime charged to that employee during the first month of the employee's absence.

SECTION E

COMPENSATORY OVERTIME

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

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

SECTION F

DEFINITIONS

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

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

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

ARTICLE 12

SHIFT PREMIUM

- 70 A shift premium of fifty-five cents (55c) per hour worked shall be paid to any employee who starts work on or after 12 noon and before 8:00 p.m.
- 71 A shift premium of sixty-five cents (65c) per hour worked shall be paid to any employee who starts work on or after 8:00 p.m. and before 4:00 a.m.
- 72 An employee who works beyond the employee's scheduled hours shall continue to receive the shift premium, if any, determined by the employee's starting time, except if the employee works a full eight (8) hour shift, the employee shall be paid the shift premium for that shift or the shift premium for the employee's first eight (8) hours, whichever premium is greater.

ARTICLE 13

RATES OF PAY ON TRANSFER

- 73 When an employee is promoted, the employee's hourly rate shall be the top step for the classification.
- 74 When an employee is transferred from one classification to another classification in the same pay grade, the employee's hourly rate shall remain the same. If the employee is not at the top of rate progression, the employee will continue to progress as if the employee had not been transferred.
- 75 When an employee is transferred to a classification in a lower pay grade, the employee's hourly rate shall be the top step of the lower pay grade.
- 76 When an employee is transferred on a temporary basis to a classification in a higher pay grade for four (4) or more hours in an eight (8) hour shift, the employee's hourly rate during the period of the employee's transfer shall be the top step for that classification.
- 77 When an employee is transferred on a temporary basis to a classification in a lower pay grade, the employee's hourly rate shall be maintained.

ARTICLE 14

ON CALL PAY

- 78 Each employee specifically designated as in an "on-call" status shall be paid twenty percent (20%) of the hourly 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 word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Upon return to work, such employees are not eligible for call

back pay as provided in Article 15 nor for on-call pay while at work but shall be paid their regular hourly rate plus shift premium if applicable, or the overtime premium as set forth in Section A of Article 11, if applicable, for actual work performed. Time spent in an on-call status shall not be counted in calculating time worked for determining when an overtime premium shall be paid.

79 In general, on-call status shall be voluntary; provided, however, when at least forty-eight (48) hours advance notice of an on-call assignment is given or when circumstances do not permit advance notice, an employee will be in the on-call status unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to be in the on-call status will be excused. On-call shall be assigned from within a seniority group as defined in Article 16 and by classification. Assignments will be made based upon the ability to do the potential work competently and efficiently and distributed as equitably as practicable considering the amount of overtime already worked at the time the on-call assignment is being made. In the event an employee offered on-call status is not placed in that status, that employee will be charged with the same number of overtime hours as the employee in the on-call status who worked the overtime. In addition, the time in the on-call status will be recorded in the overtime record in hours at the rate of one and sixth-tenths (1.6) hours for every eight (8) hours in on-call status.

80 The provisions of this Article shall not be construed as relieving any employee not designated as in an on-call status of their obligation when required by the University to return to work after completion of their assigned schedule of work. Furthermore, it is mutually agreed that, except for extraordinary circumstances beyond the control of the employee, the failure of any employee to return to work when so required is serious misconduct subject to disciplinary action.

ARTICLE 15

CALL BACK PAY

81 Whenever an employee who returns to work because of a call back to work after the employee has left the University premises upon completion of the employee's assigned schedule of work shall receive the overtime premium as set forth in Section A of Article 11 for the time worked or a minimum of four (4) hours pay at the employee's hourly rate and shift premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, provided the University permits the employee to work the employee's scheduled hours of work for that day. To the extent that an employee is paid the overtime premium pursuant to this Article, the employee shall not be paid an overtime premium under Section A of Article 11 for the same time worked.

82 All time worked or paid as a result of the application of this Article shall be recorded separate from the overtime record and posted as set forth in Section D, reference paragraph 62, of Article 11.

ARTICLE 16

SENIORITY DEFINITIONS AND

LOSS OF SENIORITY

SECTION A

DEFINITIONS

83 For the purpose of this Agreement the following definitions shall apply:

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

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

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

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

- a. Plant Department, Ann Arbor
- b. University Hospital, Ann Arbor
- c. University Housing, Ann Arbor
- d. Flint Campus
- e. Dearborn Campus
- f. Each other location

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

85 An employee who is, or was in the past, promoted or transferred to any position with the University outside of the bargaining unit shall retain the classification seniority the employee had when the employee left the unit as long as the employee remains in the employment of the University. In the event such an employee is returned to the unit, the employee's placement in a classification in the unit shall be determined by

the amount of classification seniority the employee had when the employee left the unit; provided, however, for the purposes of the Layoff Procedure set forth in Section A of Article 21, the employee who is returned to the unit shall have no classification seniority for the first three (3) months following return to the unit.

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

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

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

SECTION B

LOSS OF SENIORITY

89 An employee shall lose his/her status as an employee and his/her seniority if:

1. The employee resigns or quits;
2. The employee is discharged or terminated (unless reversed through the grievance or arbitration procedures);
3. The employee retires;
4. The employee does not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at the employee's last address filed with the University Personnel Office. An employee who changes address must notify the University of the change. The University will give the employee a receipt for this notice;
5. The employee has been on layoff for a period of time equal to the employee's classification seniority at the time of the employee's layoff or two (2) years, whichever is lesser; or
6. The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee.

90 The grievance involving compliance with this Section shall begin at Step Two of the Grievance Procedure and may be processed through the Grievance and Arbitration Procedures only by an employee who has lost his/her status as an employee and his/her seniority, provided it is submitted in writ-

ing at Step Two of the Grievance Procedure within seventy-two (72) hours after facts have occurred giving rise to the employee's grievance.

ARTICLE 17

SENIORITY LIST

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

ARTICLE 18

EMPLOYEE ADDRESS AND SENIORITY LISTS

SECTION A

EMPLOYEE LISTS

92 The University shall prepare and maintain a list which shall show the names, alphabetically, and the classification title, department, pay grade and seniority date of all employees. The Trades Board shall be given two (2) copies within sixty (60) calendar days after the date of this agreement, and thereafter a current list monthly.

93 A departmental classification seniority list shall be maintained by each department. This list shall be available for inspection by the employee, his or her steward or the Chief Steward.

94 These lists shall be deemed correct as to an employee's seniority date unless the employee or the Chief Steward notifies the University to the contrary, in writing, after the list is given to the Trades Board.

SECTION B

ADDRESS LISTS

95 Monthly the University shall give to the Trades Board two (2) copies of a list of employees, together with their most current addresses and telephone numbers as they appear on the records of the University.

The Trades Board shall retain such information in confidence and disclose it only to those officials of the Trades Board whose union duties require them to have such information.

SECTION C

HIRE, TERMINATION AND LEAVE OF ABSENCE LISTS

96 The University, every three (3) months, shall give to the Trades Board one copy of each of the following:

1. A list of employees hired during the previous three (3) calendar months.
2. A list of employees terminated, for whatever the reason, during the previous three (3) calendar months.
3. A list of employees on a leave of absence of any type.
4. A list of employees who are on the active payroll lists, but not having union dues or service fees deducted for the previous three (3) calendar months.

97 In addition to names, these listings shall include the same information provided on the seniority list.

SECTION D

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

ARTICLE 19

PROBATIONARY EMPLOYEES

99 An employee is a "probationary employee" for the employee's first ninety (90) calendar days of employment. Periods of absence from work shall not be counted towards completion of the probationary period. An individual who was hired for "temporary help" and who becomes an employee in the same department in which the employee was performing substantially the same work as temporary help for any continuous period immediately preceding the date the employee became an employee will have that continuous period counted towards completion of the employee's probationary period.

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

101 A probationary employee shall have no seniority, except university seniority, until the employee has completed his/her probationary period. Upon the completion of the employee's probationary period, the employee shall acquire classification seniority and be entered on the employee's seniority list with the classification seniority date as provided in Paragraph 83. An employee who has a continuous period of temporary employment counted towards completion of the employee's probationary period will acquire seniority from the date the employee began his/her continuous period of temporary employment.

ARTICLE 20

JOB POSTING AND TRANSFER PROCEDURE

SECTION A

POSITION CHANGES

A regular job opening occurs when a new position is established and to be filled or when a position held by a full time employee is vacated and that employee is to be replaced by hiring a new employee, or the transfer of an employee from another seniority group, or from another department within the same seniority group, into that position.

102 When a regular job opening exists, and prior to posting, written notification of the opening will be provided by the department head (or equivalent level of supervision), and employees within a department may request a change from one position to another in the same classification and within the same department by submitting a written request to the department head (or equivalent level of supervision), identifying the specific position and its location. Such position changes to a regular job opening will be offered to an employee who has the qualifications as set forth in paragraph 110, provided such a position change does not adversely

affect the operation of the University. In the event two (2) or more employees request the same position change, the provisions of paragraphs 108 and 109 shall be applicable to the selection process.

SECTION B

JOB POSTING

- 103 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 shall be posted for a period of five (5) calendar days at all Bulletin Board locations set forth in Appendix C of this Agreement.

SECTION C

TRANSFER

- 104 The posting shall consist of, but not be limited to, the job classification title, pay grade, department, shift, and necessary qualifications for the position.
- 105 Non-probationary employees, excluding apprentices, may apply for transfer to a regular job opening in another seniority group or to a regular job opening in another department within the same seniority group by submitting a bid form provided by the University.
- 106 The employee must complete the bid form and return it to the appropriate University Personnel Office within the posting period set forth in Section B of this Article.
- 107 Employees who apply for transfer to a regular job opening, excluding job openings for apprentices, will be afforded an opportunity to be interviewed. However, the University need not interview more than five (5) employees for any individual regular job opening.

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

SECTION D

GENERAL PROVISIONS

109 In the event that two (2) or more employees who are equally qualified request the same position change or bid on the same regular job opening, the employee with the most classification seniority shall be given preference, provided the transfer of the employee or position change does not adversely affect operations of the University.

110 For the purpose of position changes or transfer, qualifications shall be determined solely on the ability of each person to perform the work required competently. Ability to perform the work required may include, by way of example, but not limitation, such considerations as training and communication skills, system or craft specialty knowledge, attendance, willingness to work overtime or disciplinary action which occurred within the preceding two (2) year period.

111 An employee who has had a position change or transfer need not be considered by the University for a subsequent position change or transfer during the six (6) month period following the position change or transfer.

112 After a person has been selected for a position change, transfer or hire, the University will provide the Chief Steward with the name of any employee in the same classification who has applied for position change or transfer to the regular job opening. In the event that an employee is not selected for transfer, and at the request of the employee or the Chief Steward, the University

will provide the determinant reasons why the employee was not selected.

113 An employee who is transferred to another job classification will be given a reasonable period, but not to exceed sixty (60) days, to demonstrate in actual work performance whether the employee has the ability to competently perform the work. If the employee does not have the ability to competently perform the work, the employee shall be returned to the job classification from which the employee was transferred. In addition, within thirty (30) days of the transfer, the employee may, upon request, return to the job classification from which the employee was transferred, except when an employee is transferred on a temporary basis or transferred to a classification in a lower pay grade. An employee affected by such a return shall be placed in a regular job opening, if any, or placed or laid off in accordance with the provisions of Article 21, Section A.

114 A grievance concerning compliance with this Article shall begin at Step Two of the Grievance Procedure provided the grievance is submitted in writing within five (5) calendar days following the day on which the employee had knowledge of the facts giving rise to the grievance; except when classification seniority is the determining selection factor, the selection cannot be grieved by an employee having less classification seniority than the employee selected.

ARTICLE 21

LAYOFF AND RECALL PROCEDURES

SECTION A

LAYOFF PROCEDURE

115 When an employee is to be laid off, the following procedures shall apply:

1. Layoff shall be by and from each classification within each seniority group;

2. Temporary help and probationary employees in an affected classification within a seniority group shall be laid off first;

3. Then an employee with the least classification seniority who is an apprentice for the affected classification shall be laid off. This subparagraph shall apply to another such apprentice after not more than two (2) employees in an affected classification have been laid off as a result of application of subparagraph 4 below. Nothing in this step of the procedure is intended to preclude the University from laying off all such apprentices before applying subparagraph 4 below, nor shall it result in having less employees in the affected classification than apprentices for that classification;

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

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

6. Providing the circumstances of impending layoff is known by the University in advance, an employee who is to be laid off shall be given written notice of layoff as soon as practicable but not less than thirty (30) calendar days prior to layoff. In the event an employee is laid off because of a temporary discontinuance of operations, or any portion thereof, caused by conditions not immediately correctable by the University, temporary adjustments in the work force can be made without prior notice and without application of the Layoff and Recall

Procedures. However, a layoff resulting from such temporary adjustments to the work force shall not exceed fifteen (15) calendar days without application of the Layoff and Recall Procedures.

SECTION B

RECALL PROCEDURE

- 116 The reverse application of the layoff procedure shall be used when a seniority employee is to be recalled to work from a layoff or there is to be a return to a classification or seniority group from which the employee was transferred, conditioned upon the employee's ability to perform the work competently.

SECTION C

SENIORITY PREFERENCE

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

SECTION D

LIABILITY

- 118 A grievance involving compliance with this Article shall begin at Step Two of the Grievance Procedure, provided it is submitted in writing at Step Two of the Grievance Procedure within seven (7) calendar days after facts have occurred giving rise to the grievance.
- 119 Liability of the University for failure to apply correctly any provision of this Article, except for a layoff because of a temporary adjustment of the work force as provided for in Section A., shall commence not earlier than the date of submitting the written grievance alleging such violation at

Step Two of the Grievance Procedure. The University shall send notices of layoff or recall to the Trades Board, Chief Steward, and the steward representing the employee involved at least five (5) working days prior to the effective date of the layoff or recall.

ARTICLE 22

OTHER TRANSFERS

120 When the work force is reallocated among seniority groups, as distinguished from a transfer to another seniority group as a result of the application of Article 21, the employee with the least classification seniority shall be transferred, conditioned upon the employee's ability to perform the work competently.

ARTICLE 23

SICKNESS OR INJURY DISABILITY INCOME

SECTION A

ELIGIBILITY

121 An employee shall be eligible to receive disability income in accordance with the provisions of this Article when the employee is unable to work because of a disability resulting from personal sickness or injury and providing the employee meets the requirements of Section F, except no disability income shall be payable for any disability which results or occurs as follows:

1. Intentionally self-inflicted;
2. Participating in any criminal act;
3. Participating in a riot or civil commotion;
4. Working for an employer other than the University;

5. During a layoff, leave of absence, or disciplinary layoff;
6. Following a termination date that was determined prior to occurrence of the disability; or
7. During a vacation, except when hospitalized or equivalent confinement at home, which is directed by the employees's physician or, in the case of a disabling mental illness, by a physician who has completed an accredited residency program in psychiatry or licensed psychologist who possesses a doctoral degree. Evidence of such hospitalization or directed confinement may be required by the University to be eligible to receive disability income.

122 In addition, and in accordance with reference paragraph 122a below, after the first thirty-two (32) hours of disability income paid, excluding absences for Family Care Time, in each consecutive twelve (12) month period beginning August 1, 1994, the employee shall serve a waiting period before qualifying for disability income. This waiting period is defined as the first eight (8) hours and third eight (8) [the first ten (10) hours and third ten (10) hours if assigned a ten (10) hour day, forty (40) hours per week schedule] of each disability absence. This waiting period shall not apply if the employee is hospitalized on the first day of the absence or is absent due to surgery performed on an out-patient basis (or due to continuing treatment for the same) or directed to go home from work by the University because of a job-related injury which occurs while at work.

122a The number of hours of disability income paid before the waiting period shall apply shall be increased or decreased on August 1st of each year based on the number of hours of disability absence (excluding disability absences because of a job-related injury which occurs while at work) for each individual employee in the preceding twelve (12) month period, as follows:

Hours of Personal Disability Absence	Hours Paid Before Waiting Period
128 Hours or more	32 Hours
120 Hours	40 Hours
112 Hours	48 Hours
104 Hours	56 Hours
96 Hours	72 Hours
88 Hours	80 Hours
80 Hours or less	No Waiting Period shall apply

123 Vacation pay may not be substituted for the waiting period.

SECTION B

HOURS OF DISABILITY INCOME PAYABLE

124 The number of hours of disability income payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed (1) the maximum set forth in Section C based upon the employee's University seniority at the time the employee's disability occurs, or (2) such maximum minus the number of hours paid in the immediately preceding twelve (12) consecutive month period, whichever number of hours is the lesser.

125 All hours of disability absence, whether or not paid, shall be recorded and, to the extent necessary to implement this Article, available on an individual basis to an employee and the Trades Board.

SECTION C

SCHEDULE OF MAXIMUMS

<u>University Seniority</u>	<u>Maximum Hours of Disability Income</u>
First Year	96
Over one through two years	192
Over two through three years	288
Over three through four years	384
Over four through five years	480
Over five through six years	576
Over six through seven years	672

Over seven through eight years	768
Over eight years	800

SECTION D

PART-TIME EMPLOYEE

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

SECTION E

DETERMINATION OF DISABILITY INCOME

127 Except as otherwise limited by this Article, the amount of disability income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a calendar day nor forty (40) in a calendar week, of time lost from work because of the disability times the employee's hourly rate at the time the disability occurs, plus shift premium, if applicable.

SECTION F

NOTICE AND PROOF OF DISABILITY

128 No disability income shall be payable to an employee unless the employee's department head is notified of the nature of the disability and the probable duration thereof as soon as possible but in no event later than the beginning of the employee's shift,

except when the failure to notify is due to circumstances beyond the control of the employee.

129 An employee returning to work may be required to certify on a form provided by the University the following:

1. The nature of the disability which prevented the employee from working, including time, dates, and circumstances and whether or not under the care of a physician;
2. The amount of time lost from work in hours because of the disability;
3. The name of the person to whom advance notice was given together with the time or the reason notice was not given.

130 Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding disability income.

SECTION G

SICK TIME CONFERENCE

131 Notwithstanding the provisions of this Article, it is understood that all employees have an obligation of regular and reasonable attendance as a condition of employment.

132 The University or the Chief Steward may request a Sick Time Conference with an employee, the employee's supervisor or department head (or equivalent level of supervision), a representative of the University Personnel Office and two (2) employee representatives of the Trades Board designated by 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:

1. Time lost from work due to sickness or injury;
2. Physician's evaluation(s);

3. Number, frequency, cause, or legitimacy of absences due to personal sickness or injury;
4. Consequences of frequent and/or recurrent absences from work;
5. Ability of the employee to meet a regular schedule of work.
6. Issues of mutual concern relating to Sickness or Injury Disability Income.

133 Following such a conference, the employee's supervisor or department head (or equivalent level of supervision) may require that the employee provide the University with a physician's statement which clearly indicates that the employee is unable to work due to personal illness or injury as a condition of eligibility for any further sickness or injury disability income.

Further, the employee and the Chief Steward will be informed in writing of this requirement and the employee shall then be required to provide such evidence of disability for any absence due to personal illness or injury for the following 180 calendar day period, and such evidence must be provided to the employee's supervisor before the employee will be permitted to return to work.

SECTION H

PREVENTIVE MEDICAL AND DENTAL CARE APPOINTMENTS

134 An employee, at the discretion of the University, may be granted paid time off for preventive medical and dental care appointments, including post-operative examinations and care. In order to be considered for such paid time off, the employee must give his or her supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor, and the probable duration of the absence. A series of appointments may be included in the same notice. In the event that a doctor schedules a return

appointment or post-operative examination or care which prevents giving the required notice, as much notice as possible based on the circumstances is required. Notwithstanding the fact that such an absence is not the result of a disability within the meaning of this Article, the provisions of this Article shall apply.

SECTION I

FAMILY CARE TIME

135 Full time employees may use up to twenty-four (24) hours of disability income each year to care for family members who are incapacitated, ill or injured. Part-time employees shall be eligible for family care time off on a basis which is directly proportionate to that allocated to full-time employees. The definition of "family member" shall be the staff member's spouse or a domestic partner with whom the employee 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.

SECTION J

DISCIPLINARY ACTION FOR ABUSE

136 It is understood that the Trades Board does not condone any abuse of this Article, including the Family Care Time section, and that an employee who violates any requirement of this Article shall be subject to disciplinary action for serious misconduct.

SECTION K

PHYSICIANS STATEMENTS/GENERAL CONDITIONS

137 Following an absence due to personal illness or injury and prior to return to active employment, the University may require a statement from the employee's physician releasing the employee to return to work.

- 138 If the University, at its option, decides to have an employee who is claiming disability income examined by a physician or physicians of its choosing, that examination will be without cost to the employee.
- 139 Following written notice to an employee and the Trades Board, and after discussion with the Trades Board, the employee, and the Chief Steward, statements from certain physicians will not be considered as evidence of disability under any provision of this Article.
- 140 Notwithstanding the provisions of Section G and in the event facts and circumstances indicate that an employee may not be eligible for sick pay as claimed, evidence of disability such as a physician's statement may be required. Such evidence of disability shall not be required of an individual employee for single occurrences of disability absence more than once in a twelve (12) consecutive month period unless a Sick Time Conference is held in accordance with Section G of this Article.
- 141 In the case of an absence due to a disabling mental illness, evidence of disability will be accepted only from a physician who has completed an accredited residency program in psychiatry or a psychologist who possesses a doctoral degree.

ARTICLE 24

HOLIDAYS

SECTION A

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

1. New Year's Day

2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

SECTION B

- 143 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

- 144 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at the employee's hourly rate plus shift premium, if applicable, for the holiday, provided the employee meets the following eligibility requirement:
- 145 The employee works the employee's last scheduled work day prior to and the employee's first scheduled work day following the holiday unless the employee's failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 23 or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employee's employment obligation.

SECTION D

- 146 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar week other than an employee on layoff or on any leave of absence who meets the eligibility requirement set forth in Section C shall receive pay for the holiday determined by multiplying the employee's

hourly rate plus shift premium, if applicable, times the employee's normal schedule of hours per calendar week divided by five (5). Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the holiday.

SECTION E

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

SECTION F

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

ARTICLE 25

CHRISTMAS/NEW YEAR SEASON DAYS

SECTION A

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

SECTION B

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

SECTION C

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

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

SECTION D

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

times the employee's normal schedule of hours per calendar week divided by five (5). Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the Christmas/New Year Season Days.

SECTION E

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

SECTION F

- 154 An employee who fails to work on a Christmas/New Year Season Day on which the employee is scheduled to work shall not receive the pay as provided in Section C or D unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article 23 or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employment obligation.
- 155 The University will notify employees of the work schedule for the Christmas/New Year Season Days at least fifteen (15) calendar days prior to the Christmas Day holiday. If a change to the work schedule is necessary after such notice is given, and an employee is required to work on a Christmas/New Year Season Day, the employee will be given at least four (4) days notice unless circumstances do not permit advance notice.

ARTICLE 26

VACATIONS

SECTION A

ACCRUAL

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

<u>University Seniority</u>	<u>Rate of Accrual Per Calendar Month</u>
First 5 years	eight hours
From 5 through 8 years	twelve hours
Over 8 years	sixteen hours

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

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

<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
One through ten	100%	none
Eleven through twenty	50%	50%
Twenty-one through end	none	100%

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

less than fifteen (15), but more than seven (7) work days, the employee shall accrue fifty percent (50%) of his/her Section 1 accrual.

160 4. Part-time employees normally scheduled to work twenty (20) or more hours per calendar week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than twenty (20) hours per calendar week shall not accrue paid vacation time.

161 5. Paid vacation time accrues and is recorded at the end of each calendar month of employment.

162 6. No employee may accrue paid vacation time in excess of twenty-four (24) times his rate of accrual per calendar month.

SECTION B

ELIGIBILITY

163 No employee shall be eligible for paid vacation time or receive pay in lieu of vacation time before it accrues or before completion of the probationary period.

SECTION C

PAY IN LIEU OF VACATION TIME

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

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

SECTION D

PAY FOR ACCRUED VACATION TIME

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

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

SECTION E

SCHEDULING OF PAID VACATION TIME

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

1. Each department will post any limitations concerning the scheduling of vacation, including the election to close down any or all of the operations of the department and schedule vacations during the close down period, providing notice of the close down period is given in writing at least ninety (90) days prior to the close down to the Trades Board, the Chief Steward, and the employees affected. At the employee's option, the employee may elect to be temporarily laid off rather than being scheduled on vacation

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

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

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

169 At the request of an employee, an absence covered by Article 23 may be charged against accrued vacation time after all payments under Article 23 have been exhausted.

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

ARTICLE 27

FUNERAL LEAVE PAY

171 In the event of the death of (1) an employee's spouse, or (2) a significant other non-related person living in the employee's household, or (3) the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them) of either the employee or the employee's spouse or (4) any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay [maximum of eight (8) hours a day at the employee's hourly rate plus shift premium, if applicable]. The amount of time off work with pay shall be only that which is required to attend the funeral and make

necessary funeral arrangements and (prior or subsequent to the funeral) financial, custodial, or other necessary arrangements for surviving family members. In no event shall the time off exceed three (3) work days.

172 In the event of the death of the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them) of a significant other non-related person living in the employee's household, the employee who attends the funeral shall be granted time off work without pay, or at the employee's option, paid vacation time. The amount of time absent from work, either without pay or on vacation as the case may be, shall be only that which is required to attend the funeral and make necessary funeral arrangements and (prior or subsequent to the funeral), financial, custodial or other necessary arrangements for surviving family members. In no event shall the time off exceed three (3) work days.

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

ARTICLE 28

JURY AND WITNESS SERVICE

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

Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees the employee

was eligible to receive for each day. An employee will report for work when released from jury duty or witness service.

175 An employee who does not lose time from work, but who nevertheless has performed jury duty service or testified pursuant to a subpoena within the eight hour period immediately before the beginning of his/her shift, at the request of the employee may have an amount of time off work equal to the time the employee was required to spend in court during that eight hour period. In such a case, the employee will be paid for this time off, with fees offset against such pay, in the same manner as if he/she had lost time from work.

176 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. Jury duty and witness fees shall be offset against such pay, in the same manner as if he/she had lost time from work while performing the jury duty or witness service.

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

ARTICLE 29

ANNUAL MILITARY DUTY

178 An employee who is a member of the armed forces reserve or National Guard and who loses time from work during the employee's normal schedule of work to participate in annual military training or for service required as result of a civil disorder or other temporary emergency shall be granted an excused absence from work not to exceed

fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at the employee's hourly rate plus shift premium, if applicable. Armed forces reserve or National Guard base pay shall be offset against such pay. Except as otherwise provided in this Agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay the employee was eligible to receive. If an employee receives vacation pay during a period of training or service, the employee shall not be eligible for the pay provided by this Article for that period of time for which the employee received vacation pay.

ARTICLE 30

LEAVES OF ABSENCE

SECTION A

MEDICAL

179

A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted disability payments under Article 23 and vacation payments under Article 26 shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the University; provided, however, if frequent, short duration absences resulting from sickness or injury recur to the extent that the employee's attendance is no longer regular, the employee may be placed on a Medical Leave of Absence before disability payments are exhausted if it is medically determined that following such a leave the employee would be able to meet the employment obligation of regular attendance. Prior to making a decision involving this proviso, the University will discuss the matter with the employee, the Chief Steward, and a representative of the Trades Board. Medical leave may be taken on an intermittent basis or on a reduced effort schedule up to an absence totaling twelve (12) weeks but only when medically necessary and sick pay and vacation are exhausted.

180 The leave of absence shall be for the period of continuing disability but not to exceed six (6) months unless extended by the University. In no case, however, shall a leave and extension exceed two (2) years or the employee's University seniority, whichever period of time is the lesser. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

SECTION B

DISABILITY

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

SECTION C

PERSONAL

182 A non-probationary employee may be granted, at the discretion of the University, a leave of absence without pay 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 extensions exceed one (1) year.

SECTION D

MILITARY

183 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 Reserve 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 190 and the time required for placement.

SECTION E

CHILDCARE

184 Within the twelve (12) month period following the birth of an employee's child or following 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 no case shall a leave and extensions exceed one (1) year from the date of the birth, adoption or foster placement of the child.

184a "Child" is defined as a biological, adopted or foster child, a 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.

FAMILY MEDICAL

184b An employee with seniority who is unable to work because she/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. Eligibility for such coverage shall be renewed each January 1. An employee will not be required to use vacation or family care time, as provided for in Article 23, Section I, prior to taking a Family Medical Leave of Absence. 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.

SECTION F

TRADES BOARD AND AFFILIATED LOCALS

- 185 A non-probationary employee who is elected or appointed to a full-time office on the Trades Board or one of its affiliated Locals, upon written request of the Trades Board, shall be granted a leave of absence without pay for not more than one (1) year. Upon written request of the Trades Board, the leave will be extended for additional periods of not more than one (1) year at any one time.

SECTION G

RETURN TO ACTIVE EMPLOYMENT

- 186 Return to active employment prior to the expiration of any leave of absence or any extension shall be at the option of the University.
- 187 An employee in order to be eligible to return to active employment from a medical leave of absence must provide, at least seven (7) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work.
- 188 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 from any leave.
- 189 An employee returning from a leave of absence will be placed in the employee's former classification unless circumstances have so changed as to make it impossible or unreasonable to do so. However, an employee returning from an initial child care, medical or family medical leave of absence which has not exceeded twelve (12) weeks will be returned to their former position or an equivalent position.
- 190 In addition and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

GENERAL CONDITIONS

- 191 During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement.
- 192 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.
- 192a 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.
- 193 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.
- 194 During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan; provided, however, that subject to and consistent with the Retirement Plan, an employee on a leave of absence may continue active participation by making direct payment of any amount in the manner prescribed by the University.
- 195 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions, except that seniority shall accumulate only for the first thirty (30) days of a personal leave of absence and shall be retained thereafter.
- 196 Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

GROUP LIFE INSURANCE

197 The Group Life Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, consistent with the term of the Plan, shall not be changed during the term of this Agreement:

Amount of Insurance and Monthly Employee Contribution For Full-Time Employees, Both in Accordance with the following Age Brackets

<u>Hourly Rate</u>	<u>Up to but not including Age 30</u>	<u>Age 30 to 39 Inclusive</u>	<u>Age 40 to 49 Inclusive</u>	<u>Age 50 to 64 Inclusive</u>
\$9.37 but less than \$10.82	66,000 6.60	66,000 9.90	55,000 16.50	44,000 17.60
\$10.82 but less than \$12.26	75,000 7.50	75,000 11.25	63,000 15.75	50,000 20.00
\$12.26 but less than \$14.18	87,000 8.70	87,000 13.05	73,000 18.25	58,000 23.20
\$14.18 but less than \$16.11	100,000 10.00	100,000 15.00	83,000 20.75	66,000 26.40
\$16.11 but less than \$18.02	111,000 11.10	111,000 16.65	93,000 23.25	74,000 29.60

198 From age 65 to 70 a full-time employee's amount of insurance reduces gradually to \$2,000.00 in accordance with the Insurance Plan.

199 In the event of any amendment that affects employees in the bargaining unit, the Trades Board and Chief Steward will be notified at least thirty (30) days prior to the effective date of the amendment. No matter concerning the Group Life Insurance Plan shall be subject to the Grievance and Arbitration Procedures of this Agreement, except for questions concerning compliance with the specific provisions of the Article and whether or not an employee has coverage in accordance with the terms of the Plan.

ARTICLE 32

HEALTH INSURANCE

SECTION A

HEALTH INSURANCE PLAN

200 The Group Health Insurance Plan shall be as provided by the University. Prior to the execution date of this agreement the Trades Board 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. The Plan may be amended, but not eliminated, by the University. In the event of any amendment that affects employees in the bargaining unit, the Trades Board and the Chief Steward will be notified at least thirty (30) days prior to the effective date of the amendment. The University will contribute up to \$317.71 per month toward the cost of the group health care programs offered by the University and the employee will contribute \$103.02 per month for full family coverage if the total premium for full family coverage does not exceed \$420.73 per month. If the total premium exceeds or is less than \$420.73, the \$317.71 and the \$103.02 shall change to reflect one half the increase or decrease. However, the University contribution toward any group health care program 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, in the event any University employee group receives from the University monthly health insurance premium contributions for coverage effective January 1, 1992, in excess of \$317.71 per month, or equivalent consideration, the University shall increase its contribution level for employees of this bargaining unit to the same extent. No matter concerning the Group Health Insurance Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

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

SECTION B

PRESCRIPTION DRUG RIDER

202 During the term of this Agreement the University agrees to provide and maintain a two dollar (\$2.00) co-pay prescription drug rider to begin on or before November 1, 1981, that is no less than the Michigan Blue Cross-Blue Shield Plan.

SECTION C

GROUP DENTAL ASSISTANCE PLAN

203 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 or dental 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 the change.

ARTICLE 33

TRAVEL ACCIDENT INSURANCE

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

1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2080, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.

2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
3. One-half the principal sum for loss of any one member.
4. Disability benefits.

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

ARTICLE 34

DISABILITY PLAN

206 The Disability Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, consistent with the terms of the plan, shall not be changed during the term of this Agreement:

1. The University will pay the entire cost for coverage, except during the first four (4) years of service when the employee must pay the entire cost for coverage on all base income, and except on base income over \$30,000 per year after four (4) years of service.
2. An eligible employee, normally scheduled to work twenty (20) or more hours per calendar week, shall receive a disability income which shall be 65% of his or her monthly base income, (hourly rate times 2080 divided by 12).
3. In the event that cash benefits are received from other sources as set forth in the plan, the disability income set forth in 2. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the employee's monthly base income.

4. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions shall be made by the University as provided in the Disability Plan.

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

208 In addition, in the event any University employee group receives from the University an increase to the \$30,000 per year base income limit as set forth in subparagraph 1. of reference paragraph 206, or to the 65% of monthly base income limit as set forth in subparagraph 2. of reference paragraph 206, the University shall increase these limits for employees of this bargaining unit to the same extent and at the same time.

ARTICLE 35

RETIREMENT PLAN

209 The retirement program shall be as provided by the University. It is understood that the retirement plan may be amended, except that the following, consistent with the terms of the Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAA-CREF) retirement plan shall not be changed during the term of this agreement.

1. The University will contribute an amount equal to ten percent (10%) of an employee's earnings each month and the employee will contribute an amount equal to five percent (5%) of the employee's earnings each month, or

2. At the option of a full-time employee, age thirty-five (35) or older, and with two (2) years of service, the University will contribute an amount equal to five percent (5%) 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. above shall apply.

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

ARTICLE 36

LONGEVITY PAY

SECTION A

ELIGIBILITY

211 An employee will be eligible for annual longevity pay in accordance with Section B of this Article if (1) he/she received pay as an employee in the calendar year preceding the year of payment and (2) except as provided in Section D, he/she is still an employee on October 1st in the year of payment.

SECTION B

SCHEDULE OF PAYMENTS

212 Longevity pay shall be based on seniority as of October 1, in the year of payment and shall be computed as a percentage of Form W-2 gross earnings, for the calendar year preceding the year of payment, but not to exceed the first \$13,500 in 1994 and \$14,000 in 1995 in accordance with the following schedule:

Percentage of
Form W - 2
Gross Earnings
not to Exceed
\$13,500 in 1994
and \$14,000 in
1995.

<u>Seniority</u>	
6 or more, but less than 10 yrs.	2%
10 or more, but less than 14 yrs.	3%
14 or more, but less than 18 yrs.	4%
18 or more, but less than 22 yrs.	5%
22 or more, but less than 26 yrs.	6%
26 or more years	8%

SECTION C

PAYMENT DATE

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

SECTION D

RETIREMENT OR DEATH

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

ARTICLE 37

TUITION REFUND PROGRAM

SECTION A

ELIGIBILITY

- 215 A full-time employee will be eligible to receive a tuition refund 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 an educational course approved by the University at, or

through, an educational or training institution approved by the University and (2) the employee has successfully completed 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 ("B" or better on a graduate level) or a certificate of satisfactory completion for a non-credit course.

- 216 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. It does not include courses in professional programs or beyond the master's degree level. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

SECTION B

AMOUNT OF REFUND

- 217 An eligible employee will receive a tuition refund of not more than seventy-five percent (75%) or six hundred dollars (\$600.00) per term, whichever amount is less for the cost of tuition paid by the employee. In no case shall an employee receive a tuition refund in excess of twelve hundred dollars (\$1200.00) for courses taken in any (12) month period. For the purpose of this Section, the word "term", when applied to a correspondence course or a course where the student proceeds at the student's own pace, means at the completion of the course, regardless of time. If the University increases the tuition refund 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

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

ARTICLE 38

CONTINUING EDUCATION

SECTION A

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

ARTICLE 39

SAFETY

SECTION A

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

221 A Safety Committee of the University and Trades Board representatives shall meet once a month for a regularly scheduled meeting to discuss unsafe conditions and safety ideas. At least one calendar week prior to the meeting, the University and/or the Trades Board shall submit an agenda of matters to be discussed to the other party. If no such agenda is submitted, there shall be no meeting. Representatives of the Trades Board not to exceed five (5), who have been designated as regular members of the Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting. The University and the Trades Board shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members. In addition a reasonable number of non-employee representatives of the Trades Board may attend these meetings.

222 Whenever an employee alleges that an unsafe condition exists on a work assignment to which he has been assigned, and the unsafe condition could 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 cor-

rection is not made by the supervisor, or if the supervisor is not certain of the seriousness of the condition, the supervisor will contact the department head (or equivalent level of supervision) who will, if facts and circumstances warrant, contact the Department of Environmental Health and Safety for investigation and determination of what action, if any, is necessary to correct the unsafe condition. Until the department head (or equivalent level of supervision) has reviewed the alleged unsafe condition, the employee will be reassigned to other work or, in the alternative, not be required to proceed with the work assignment. In the event that the department head (or equivalent level of supervision) disagrees with the employee's allegation and after explanation to the employee, the employee may immediately request the 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 work day. Should an investigation by the Department of Environmental Health and Safety be deemed necessary in accordance with the above procedure, the employee will not be required to proceed with the work assignment until such investigation and determination is completed.

SECTION B

223

An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as practicable. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to 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 employee's shift following treatment, unless on doctor's orders the em-

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

ARTICLE 40

DISCIPLINE

SECTION A

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

SECTION B

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

SECTION C

226 When an employee is suspended and ordered to leave work for disciplinary reasons, the Trades Board, and the Chief Steward, or in the Chief Steward's absence, the Alternate Chief Steward, shall be notified by the University and, without loss of time or pay, the Chief Steward or the Alternate Chief Steward will be afforded the opportunity to consult privately with the employee for a reasonable period of time at a place provided by the University before the employee leaves the University premises; provided, however, that if the immediate removal of the employee from University premises is necessary, such opportunity to consult need not be afforded. In such a case the University within the shift shall notify the Trades Board and the Chief Steward, or alternate Chief Steward, of the incident.

227 In addition and thereafter the Chief Steward or the Alternate Chief Steward may discuss the situation with other employees, one at a time, in possession of relevant facts.

228 In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, the suspension will be no longer than is necessary to gather sufficient facts to make a decision. In the event a suspension lasts for fourteen (14) or more calendar days and a decision has not been made, the Trades Board may request a meeting to discuss the employee's status. If at that meeting the Trades Board requests a decision, the University will convene a disciplinary review conference within the next two (2) calendar days based on the information available to the University at the time.

SECTION D

229 The University shall notify the Trades Board and Chief Steward prior to discharging an employee. Thereafter, and prior to final decision by the University, the Trades Board shall have the opportunity to have a disciplinary review conference with the University to discuss the incident and disciplinary action to be taken, provided such review is requested within two (2) calendar days after notification by the University of such proposed action.

230 The University shall give the Trades Board and Chief Steward 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.

231 In the event a disciplinary layoff is contemplated, the University may at its option notify the Chief Steward and upon re-

quest of the Chief Steward, a disciplinary review conference may be held with the chief steward, employee, employee's supervisor or department head and a representative of the Personnel Office prior to final decision by the University, provided the review is requested on the same day that notice was given the Chief Steward.

232

The review shall be held within two (2) calendar days after request by the Trades Board and Chief Steward. The employee and the employee's supervisor, the employee's steward and Chief Steward and a reasonable number of non-employee officials of the Trades Board will be at the review, unless this requirement would not permit the review to be held within the two (2) calendar day period because of the unavailability of the employee or the absence from work of the supervisor, provided however, the University and Trades Board may arrange for another mutually agreeable time. In addition, the employee, the employee's steward and the Chief Steward 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 supervisor to leave work and the employee reports back to the supervisor when the review has been completed. In addition to the employee's supervisor, the University will have the employee's department head (or equivalent level of supervision) and a representative of the Personnel Office present at the review.

SECTION E

233

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/or was excessive, may be processed through the Grievance and Arbitration Procedures provided it is submitted in writing at Step 2 within the Chief Steward's next three work days following the day of noti-

fication to the Chief Steward of the disciplinary action. Failure to submit a written grievance within that time period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

SECTION F

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

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

ARTICLE 41

TRADES BOARD AND UNIVERSITY REPRESENTATION

SECTION A

TRADES BOARD REPRESENTATION

235 For the purpose of the grievance procedure, and where otherwise provided in this Agreement, employees shall be represented by the Trades Board as follows:

1. There may be one (1) steward and one (1) alternate steward for each of the following facilities or geographic areas:
 - (a). Dearborn Campus;
 - (b). Flint Campus.

2. For the Plant Department, Ann Arbor, there may be one (1) steward and one (1) alternate steward for each combination of classifications as set forth in Appendix "B".
3. For University Hospital, Ann Arbor, there may be one (1) steward and one (1) alternate steward for each combination of classifications as set forth in Appendix "B".
4. For the University Housing, Ann Arbor, there may be one (1) steward and one (1) alternate steward for each combination of classifications as set forth in Appendix "B".
5. There may be one (1) Chief Steward and an Alternate Chief Steward who may also function as a steward or alternate steward, as the case may be and as provided in subparagraphs 1, 2, 3 and 4 above.
6. In order to participate in administration of the Agreement under Article 40, Discipline; Article 42, Grievance Procedures; Article 3, Conferences; and Article 23, Sickness or Injury Disability Income and otherwise to prepare for scheduled joint meetings with the University, arbitrations and other business of the Trades Board which is directly related to the administration of this Agreement, the Chief Steward shall be granted up to forty (40) hours per week paid release time.
7. The Alternate Chief Steward will also be released from work with pay for eight (8) hours per month to attend to business of the Trades Board.

236 Each steward, each alternate steward, the Chief Steward and the Alternate Chief Steward shall be a non-probationary employee working in the facility he/she represents,

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

237 When a steward has a grievance, the steward shall be represented by the chief steward. When the Chief Steward has a grievance, the Chief Steward shall be represented by the Alternate Chief Steward.

238 Telephones, which allow local calls and collect or credit card long distance calls only, will be made available for the use of the Chief Steward and Alternate Chief Steward at a location proximate to their work sites or reporting locations, the use of which by the Chief Steward and Alternate Chief Steward shall be limited to the performance of their respective representation functions. In the alternative, telephones may be installed at the sole expense of the Trades Board and at a location proximate to the work sites or reporting locations of the Chief Steward and Alternate Chief Steward, which will be for their exclusive use in the performance of their respective representation functions only, and the costs for which shall be paid by the Trades Board.

SECTION B

UNIVERSITY REPRESENTATION

239 The University will be represented in the Grievance Procedure as follows:

1. The department head, or equivalent level of supervision, (or his/her designated representative) of the aggrieved employee and at the option of the department head, the aggrieved employee's immediate supervisor.
2. The University Review Committee.

240 The University shall furnish the Trades Board and the Chief Steward with a list of its department heads, or equivalent level of supervision, their office location and phone number and the members of its Review Committee. Any changes in the list shall be reported promptly to the Trades Board and Chief Steward in writing.

ARTICLE 42

GRIEVANCE PROCEDURE

SECTION A

EMPLOYEE GRIEVANCE

241 A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the University and any employee concerning (1) the employee's employment and (2) interpretation and application of the provisions of this Agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section D, except that the Chief Steward, or the Alternate Chief Steward in the Chief Steward's absence may submit a grievance on behalf of an aggrieved employee, beginning at Step Two of the Grievance Procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the aggrieved employee had knowledge

of the facts giving rise to the employee's grievance and the aggrieved employee refused to process his/her grievance. Such a grievance by the Chief Steward, or the Alternate Chief Steward in the Chief Steward's absence in addition to the requirements of Paragraph 260, must set forth the reasons the employee refuses to process his/her grievance.

SECTION B

GROUP GRIEVANCE

- 242 In the event that employees have a group grievance, it will be submitted by one employee or their steward or Chief Steward on behalf of all names and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group.

SECTION C

TRADES BOARD GRIEVANCES

- 243 A Trades Board grievance is defined as a disagreement, other than one which can be processed under Section A or B above, arising under and during the term of this Agreement, between the University and the Trades Board concerning the interpretation and application of the provisions of the Agreement on a question which is not an employee grievance.
- 244 In the event that the Trades Board 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 Trades Board had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the Chief Steward or the Alternate Chief Steward in the Chief Steward's absence, on behalf of the Trades Board.

SECTION D

PROCEDURE

245 The following Grievance Procedure shall be the sole and exclusive means for resolving grievances:

Step One - Oral Presentation

246 An aggrieved employee, promptly, but in no event later than fifteen (15) calendar days after the employee had knowledge of the facts giving rise to the employee's grievance, shall notify the employee's supervisor that he/she has a grievance.

247 Thereafter, the employee's supervisor or department head (or equivalent level of supervision) shall set a place and time during working hours, or at the end of the shift if mutually convenient, within the next three (3) calendar day period for a conference to discuss the grievance with the aggrieved employee and the employee's steward who shall represent the employee in the conference.

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

reasonable period of time at a place provided by the supervisor or department head (or equivalent level of supervision).

Step Two - Written

249 If the aggrieved employee does not receive a satisfactory oral answer, or if the employee does not receive any answer, at Step One within one (1) mutual working day following the day of the oral presentation, the Chief Steward may reduce the grievance to writing and submit it to the University Review Committee for written answer, provided the Chief Steward submits it within the fifteen (15) calendar day period following the day on which the employee had knowledge of the facts giving rise to the employee's grievance, except the University Review Committee may extend the time limit for submission to Step Two, providing the extension is requested by the Chief Steward before the time limit ends.

250 In reducing his/her grievance to writing, the employee shall request his/her supervisor to call the Chief Steward. In such a case, the Chief Steward shall be called during that shift or not later than the end of the employee's next shift and arrangements made for a place and time either during the shift, or at the end of the shift if mutually convenient, to reduce the grievance to writing.

251 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.

252 The grievance shall not be considered submitted until the written grievance is received by the University Review Committee at a place designated by the University. At the time the grievance is received it shall be dated and a copy returned to the Chief Steward.

253 Upon receipt of the written grievance, the University Review Committee shall set a place and time during working hours, or outside of working hours, if mutually convenient, within the next seven (7) calendar day period for a hearing of the grievance with the aggrieved employee, the chief steward, the employee's steward and a reasonable number of non-employee officials of the Trades Board.

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

255 The written answer will be issued as soon as practicable but, in any event, no later than thirty (30) calendar days following the date of the Step Two hearing. The answer shall be mailed to the Trades Board on the date appearing on the Step Two answer.

SECTION E

INVESTIGATION BY NON-EMPLOYEE

TRADES BOARD OFFICIALS

256 Upon request to the University Review Committee, two (2) non-employee officials of the Trades Board who will represent an employee in the grievance or arbitration procedures, may visit the University for the purpose of preparing the case for presentation.

257 During such a visit the representatives may view any area relevant to the grievance with the Chief Steward and the aggrieved employee. A representative of the University, at its option, may accompany the parties. In addition, the representatives and the Chief Steward 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.

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

SECTION F

PAY, TIME LIMITS, AND ADJUSTMENT

259 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.

260 A steward, alternate steward, chief steward, or Alternate Chief Steward will 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. reducing the grievance to writing,
2. discussion of grievance with the employee and other employees, or
3. hearings.

261 Such Trades Board 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.

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

263 The Trades Board, the aggrieved employee, the employee's steward, the employee's alternate Chief Steward and the employee's Chief Steward shall all receive a copy of all written answers.

SECTION G

LIABILITY

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

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

SECTION H

WITHDRAWAL OF A GRIEVANCE

265 A grievance which has been submitted may be withdrawn by the Trades Board at any Step of the Grievance Procedure without prejudice to the position the Trades Board may take in handling another grievance.

ARTICLE 43

ARBITRATION

SECTION A

SUBMISSION TO ARBITRATION

266 A grievance as defined in Article 42, except as otherwise provided in this agreement, and within the jurisdiction of the arbitrator, which remains unsettled thirty (30) calendar days after discussion at Step Two of the Grievance Procedure, may be submitted to arbitration by the Trades Board giving written notice to the University Review Committee and to an arbitrator as provided for in Section B of this article. Such notice shall identify the grievance and the issue and state the provisions of the Agreement involved. A notice to an arbitrator shall be for a single grievance, unless the parties mutually agree otherwise in writing, and shall be given to an arbitrator on a rotating basis and in sequential order based on the date on the written Step Two answer. If no such notice is given within thirty (30) calendar days from the date on the written answer from the University to the Trades Board, the grievance shall be considered settled.

SECTION B

SELECTION OF ARBITRATORS

267 The Trades Board and the University shall agree in writing on a panel of six (6) arbitrators. If an appointed arbitrator(s)

is unable or unwilling to continue this appointment, the rotating schedule shall be sequentially adjusted in order that all arbitrations are assigned to the remaining arbitrators. The Trades Board shall provide each arbitrator with a copy of this agreement within fifteen (15) calendar days after printed copies are available.

SECTION C

TERMS AND CONDITIONS OF ARBITRATION

268

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

1. The Trades Board, in addition to the required written notice to the University and the arbitrator as provided for in Section A, shall forward to the arbitrator a copy of the grievance and the University's answer at Step Two. A copy of this communication shall be sent to the University.

2. Upon receipt of the notice to the arbitrator as set forth in Section A., the arbitrator shall set the time for the hearing by contacting the Trades Board and the University by telephone conference call or otherwise. To the extent practicable, the time of the hearing shall be as mutually agreed by all parties; however, in the event mutual agreement cannot be reached, the arbitrator shall schedule the hearing.

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

4. Adjournments of previously scheduled arbitrations at the request of either the Trades Board or the University shall be only

by mutual written agreement, except that the arbitrator may order a new date at the request of either party for good cause and based on reasonable necessity.

5. At the time of the arbitration hearing, both the University and the Trades Board shall have the right to examine and cross-examine witnesses.

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

7. At the close of the hearing, the arbitrator shall afford the University and the Trades Board a reasonable opportunity to furnish briefs.

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

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

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

11. The fees and expenses of the arbitrator, including the expense of a transcript, if any, shall be shared equally by the University and the Trades Board, except that if the Trades Board does not receive a

written answer or the written answer is not postmarked within the thirty (30) calendar day period following the date of the Step Two hearing, unless extended by mutual Agreement of the parties, and the Trades Board gives written notice for arbitration of the grievance as provided in Section A, the University will pay the full fees and expenses of the arbitrator, but not the transcript, if the grievance is sustained by the arbitrator.

12. An employee who loses time from his/her work during assigned working hours when testifying during an arbitration hearing shall do so without loss of time or pay.

13. The arbitrator shall render his/her decision in writing as soon as possible.

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

ARTICLE 44

MISCELLANEOUS

269

The parties recognized that there is a certain amount of overlap in work performed by employees in this bargaining unit and work performed by University employees in other bargaining units and by other University employees and students. It is not the intent of the University that this overlap adversely affect any employee in this unit. To that extent no employee in this bargaining unit will be laid off or removed from his/her classification during the three (3) month period following or the two (2) month period preceding an increase by eight (8) or more in the number of University employees not in the bargaining unit above the total number of such University employees at the beginning of the three (3) month period or at the end of the two (2) month period. In determining whether there has been an increase in the

number of such University employees, only those who perform work in the overlap area which is normally and customarily associated with the skill level of the classification of the employee who would be adversely affected by the layoff or removal from his/her classification will be counted. At the time of such layoff or removal from a classification, the University will provide the Trades Board with the relevant statistics.

- 270 In addition the University shall provide the Trades Board, no later than March 1st of each year, changes in the number of University employees not in this bargaining unit who are in classifications where such overlap regularly exists.
- 271 A supervisor will not perform work assigned to employees in this bargaining unit, unless practical considerations call for the supervisor to perform such work, but it shall not be to the extent that an employee is displaced nor more than what the situation calls for.
- 272 No employee properly in the bargaining unit may be transferred out of the bargaining unit without the consent of the employee.
- 273 No employee will be required to furnish his/her own tools or equipment.
- 273a No employee will be required to use his/her own vehicle to perform a work assignment or to furnish his/her own transportation from his/her assigned reporting location to or from another work location.
- 274 Within a seniority group, work regularly and customarily performed by an employee shall not be performed by "temporary help" to the extent that it results in the lay off of an employee. Neither shall "temporary help" be hired to perform the work of an employee while that employee is laid off, unless that employee is recalled and does not return at the time recalled.
- 275 If any provisions of this Agreement shall be found to be contrary to Federal or State Law that portion only shall be null and void and such a determination shall not affect any other portion of this Agreement.

ARTICLE 45

WAIVER

276

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

ARTICLE 46

TERM OF AGREEMENT

277 This agreement shall become effective on August 1, 1994 and shall remain in full force and effect until and including July 31, 1996, and thereafter from year to year, unless within the thirty (30) day period immediately preceding June 1, 1996 or any anniversary thereof, written notice of termination is given by either the University or the Trades Board to the other party.

Executed this 25th day of August, 1994.

For the
Regents of the
University of
Michigan

George R. Carter
George R. Carter

James M. Kaufman
James M. Kaufman

Richard D. King
Richard D. King

Joseph Kennedy
Joseph Kennedy

Roy Christian
Roy Christian

Gary R. Maki
Gary R. Maki

Michael Donnelly
Michael Donnelly

Richard R. Darr
Richard R. Darr

Bruce B. Pringle
Bruce B. Pringle

For the
Washtenaw County Local
Building Trades Board
of Directors

Stephen O. Jaynes
Stephen O. Jaynes

Frank J. Williams
Frank J. Williams

Everett L. Emery
Everett L. Emery

Robert J. Kennedy
Robert J. Kennedy

John W. Bishop
John W. Bishop

Thomas R. Buck
Thomas R. Buck

Timothy K. Bredernitz
Timothy K. Bredernitz

Richard P. Murphy, Sr.
Richard P. Murphy, Sr.

APPENDIX A

WAGE SCHEDULE A

Effective August 1, 1994, the Wage Schedule shall be as follows:

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Start</u>	<u>Three Months</u>
1.	Heavy Equipment Operator	15.29	15.79
2.	Construction Laborer	15.77	16.27
3.	Asbestos Laborer	16.20	16.70
4.	Painter		
	Telephone Installer	18.39	18.89
	Repairperson		
5.	Air Cond. and Refrig. Mech. Mechanical	19.56	20.06
	Air Cond. and Refrig. Mechanic Steam Absorption		
	Cabinet Maker		
	Carpenter		
	Electrician		
	Glazier		
	Industrial Electrician		
	Industrial Machinist		
	Mason		
	Pipecoverer		
	Plasterer		
	Plumber		
	Roofer		
	Sheet Metal Worker		
	Sign Painter		
	Spray Painter		
	Steamfitter		
	Telecommunications Specialist		
	Voice Communication Specialist		
	Welder		
6.	Elevator Mechanic	20.53	21.03
	High Voltage Electrician		
7.	Chief Steward		23.11

*Or completion of the probationary period, whichever period of time is later.

WAGE SCHEDULE B

Effective August 1, 1995, the Wage Schedule shall be as follows:

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Start</u>	<u>Three Months*</u>
1.	Heavy Equipment Operator	15.92	16.42
2.	Construction Laborer	16.42	16.92
3.	Asbestos Laborer	16.87	17.37
4.	Painter		
	Telephone Installer	19.15	19.65
	Repairperson		
5.	Air Cond. and Refrig. Mech. Mechanical	20.37	20.87
	Air Cond. and Refrig. Mechanic Steam Absorption		
	Cabinet Maker		
	Carpenter		
	Electrician		
	Glazier		
	Industrial Electrician		
	Industrial Machinist		
	Mason		
	Pipecoverer		
	Plasterer		
	Plumber		
	Roofer		
	Sheet Metal Worker		
	Sign Painter		
	Spray Painter		
	Steamfitter		
	Telecommunications Specialist		
	Voice Communication Specialist		
	Welder		
6.	Elevator Mechanic	21.37	21.87
	High Voltage Electrician		
7.	Chief Steward		24.03

*Or completion of the probationary period, whichever period of time is later.

APPENDIX A

APPRENTICE RATES

1. An apprentice shall be paid at a percentage of the top rate as set forth below for the classification for which he/she is an apprentice and, providing satisfactory progress is achieved in his/her academic and on-the-job training, shall progress from one step to the next in not more than a six (6) month period. In the event that an apprentice does not successfully complete any or all required course work or on-the-job training such step increases, including the final increase, may be withheld for an additional period of time not to exceed six (6) months or until the deficiency is corrected. Prior to a step increase being withheld, the University will notify the Chief Steward, who shall be afforded the opportunity to meet and confer with the employee and representatives of the University.

Start	1	2	3	4	5	6	7
65%	70%	75%	80%	85%	90%	95%	100%

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

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

LEAD PERSON PAY

An employee who, in addition to or as a substitution for the employee's normal

duties and responsibilities, is specifically assigned by the employee's immediate supervisor the responsibility to assign and coordinate the work of not less than three (3) other employees working together as a crew and to see that the assignment runs smoothly and efficiently and to answer to the employee's immediate supervisor for progress or lack of progress and the quality of work being done shall be paid sixty-five cents (65c) per hour in addition to the employee's hourly rate during the period of the employee's assignment. Nothing in this paragraph shall be construed to mean that an employee must be assigned this responsibility. Such assignments are solely within the discretion of the University. However, when consistent with the operating needs and work requirements of the University, such assignments will be offered to employees on a rotating basis to the extent practicable.

APPENDIX B

PLANT DEPARTMENT STEWARD
STRUCTURE BY CLASSIFICATION
COMBINATION

1. Heavy Equipment Operator
2. Painter
Sign Painter
Spray Painter
Glazier
3. Carpenter
Cabinet Maker
Carpenter Machinist
4. Mason
Plasterer
Construction Laborer
5. Electrician
Elevator Mechanic
Industrial Electrician
6. Sheet Metal Worker
Welder
Industrial Machinist
7. Roofer
8. Plumber
Steamfitter
Pipecoverer
9. Air Conditioning and Refrigeration Mechanic
Steam Absorption
Air Conditioning and Refrigeration Mechanic
Mechanical
10. Telephone Installer/Repairperson
Telecommunications Specialist
Voice Communication Specialist
11. All classifications where employees start a
shift after 12:00 noon and before 8:00 p.m.
12. All classifications where employees start a
shift after 8:00 p.m. and before 4:00 a.m.

HOSPITAL PLANT STEWARD
STRUCTURED BY CLASSIFICATION
COMBINATION

1. Carpenter
Mason
Construction Laborer
Plasterer
2. Electrician
Industrial Electrician
3. Plumber
Steamfitter
Air Conditioning and Refrigeration Mechanic
Steam Absorption
Air Conditioning and Refrigeration Mechanic
Mechanical
Pipe Coverer
4. Painter
5. All classifications where employees start a shift after 12:00 noon and before 8:00 p.m.
6. All classifications where employees start a shift after 8:00 p.m. and before 4:00 a.m.

"An apprentice for the purposes of representation shall be considered a member of the classification for which he/she is an apprentice."

UNIVERSITY HOUSING FACILITY STEWARD
STRUCTURE BY CLASSIFICATION
COMBINATION

1. Painter
Sign Painter
Spray Painter
Glazier
2. All other classifications.

"An apprentice for the purposes of representation shall be considered a member of the classification for which he/she is an apprentice."

APPENDIX C

BULLETIN BOARD LOCATIONS

<u>AREA</u>	<u>LOCATION</u>
Dearborn Campus	Plant Modular IV
North Campus	Bendix Building North Campus Housing Service Building, West Employee Entrance (two boards)
Medical Center	Hospital B-2 Level (B201) Women's Hospital Maintenance Shop Terrace 8 Med. Sci. II-Outside Room 2629 North Ingalls Building - 2nd Floor Shop
Central Campus	Plant-Outside wall of Welding Shop (two boards including one oversized) Plant Service Building Lower Level Chemistry Building Maintenance Shop School of Public Health II Loading Dock
Flint Campus	Hubbard Building-Lobby next to Electrician's Shop (not glass enclosed)

Whenever a new zone maintenance reporting area is established that does not have a bulletin board within that zone, a bulletin board will be provided for that reporting area.

APPENDIX D

OVERTIME UNITS OF DISTRIBUTION

1. Plant Operations

Carpenter Shop
Cabinet Shop
Paint Shop
Electric Shop
Plumbing Shop
Construction
Sheetmetal/Welding
Roofing
Air Conditioning/Refrigeration
Key Office
Contracting Group
Zone Maintenance
Central Power Plant
Grounds

2. University Hospital

Maintenance
Biomedical Engineering
Alterations

3. University Housing

Central-Hill
North Campus

4. Flint Campus

5. Dearborn Campus

6. Telecommunications

MEMORANDUM OF UNDERSTANDING

Advisory Committee

The parties recognize that productivity, the quality of work performed and the standards to be met, and matters concerning the application of this agreement as it pertains to employees and the operations of the University are, and have been, matters of mutual concern, and that improvement to these functions is in the best interest of employees and the University. In this connection and during the term of this Agreement, an advisory committee is established, which shall be composed of six (6) members, three (3) of which shall be University representatives and three (3) of which shall be Trades Board representatives. The University and the Trades Board shall each designate one (1) of their members as co-chairperson, who shall be responsible for the conduct of meetings. Either party may identify matters to be discussed and, thereafter, request a conference as provided in Article 3. At least one (1) week prior to such a conference, the requesting party shall submit an agenda of matters to be discussed. If no agenda is submitted, there shall be no conference. Matters brought before the committee will be discussed and reviewed and the committee may prepare recommendations concerning such matters. Such recommendations may be presented, in writing, to appropriate University and Trades Board officials, when a general consensus of the committee is reached regarding specific matters considered. Such recommendations shall be advisory only and not be binding on either party, unless otherwise agreed upon by the University and the Trades Board.

This understanding shall not be construed as adding to or detracting from any Article of this Agreement, nor shall it limit or otherwise interfere with the right of the University to determine the work to be done; to assign work; to determine work schedules, standards, methods, processes, and means; or to meet with employees.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: *George R. Carter* By: *Stephen O. Jaynes*
George R. Carter Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

The parties recognize that the "overlap question" is, and has been, a concern of the parties and that the matter presents complex issues. In this connection and during the term of this Agreement, the parties will make a reasonable effort to identify, on a classification-by-classification basis, the variety of duties which are characteristic of and represent the level of knowledge and expertise of each classification and which variety of duties will normally be performed by employees in this bargaining unit because of that special knowledge and expertise. It is understood that while certain identified duties may be characteristic of the knowledge and expertise of a classification in this bargaining unit, it is the ability to perform and the assignment of the complete variety which distinguishes the members of this bargaining unit from others not in the bargaining unit.

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

In implementing this understanding, the parties will meet once a month during working hours. Upon agreement by the University, additional conferences may be held if requested by the Chief Steward. Not later than seven (7) working days prior to the meeting, the Chief Steward shall submit a written agenda of matters

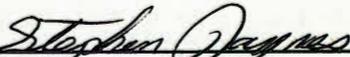
to be discussed which identifies the specific overlap concern and the affected classification, employees and location of the work. Upon submission of the agenda and prior to the meeting, the Chief Steward may request, and the University may grant the Chief Steward, a reasonable amount of time to prepare for the meeting, without loss of time or pay, not to exceed four (4) hours per meeting. If no agenda is submitted, there shall be no meeting. An employee from the classification under discussion or the appropriate steward and the Chief Steward shall not suffer loss of time or pay when attending these meetings. Such meetings may also be attended by non-employee officials of the Trades Board, not to exceed two (2). The University shall investigate the matters discussed and, upon request of the Chief Steward, provide the Chief Steward and the Trades Board with a written response, which indicates the action to be taken, if any, within ten (10) working days following the meeting.

Recognizing that overlap questions will be handled through this procedure, no grievance concerning overlap will be processed or accepted unless the grievance specifically identifies an employee(s) who has been laid off or removed.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

"Temporary Help"

It is understood that "temporary help" will not be utilized to the extent an employee is displaced. In the event that the University hires "temporary help" within any seniority group and in a classification in which there are employees on layoff, the employees on layoff will be considered for employment as such "temporary help" and be given preference over other applicants, provided the laid off employees have the ability to perform competently the work available.

Any employees on lay-off who are hired as "temporary help" will not have their lay-off and/or recall rights affected by being in the status of "temporary help".

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

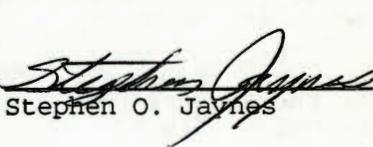
Deduction Authorization/Form

This confirms our understanding that the form as provided in Article 7 for the voluntary authorization for deduction of dues or service charge is the only form acceptable when properly executed, except that the voluntary authorizations which were executed prior to August 1, 1979 on the form in use at that time will remain valid and subject to the provisions of Article 7.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

Work Schedule Option and Overtime Pay

This confirms our agreement that:

Upon arrangements satisfactory to the University and the Washtenaw County Local Building Trades Board of Directors and notwithstanding the provisions of Section A of Article 9 and Section A of Article 11, a normal schedule of work can consist of ten (10) hours per day and forty (40) hours per week.

In such a case, regardless of whatever else may be mutually agreed to, any employee or employees involved shall not be eligible for the daily overtime premium provided in Section A of Article 11 until such time as the hour calculation exceeds ten (10) hours in a day.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

Overtime Distribution

It is recognized by both parties that there have been occasions when the equitable distribution of overtime has been a concern. In this regard, and during the term of this Agreement and in the event such concerns arise, the parties agree to hold a special conference to discuss the concerns and the means to prevent a recurrence. In the alternative, grievances concerning the equitable distribution of overtime may be submitted directly at Step Two of the Grievance Procedure.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

Overtime

In the event that applicable state or federal laws or regulations relating to the provisions of Section E of Article 11 should change during the term of this Agreement to provide that such time off may be taken in another pay period than that in which the overtime was worked, the University and the Trades Board agree that, notwithstanding the provisions of Section E of Article 11, such time off may be granted.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

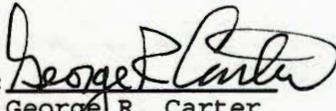
MEMORANDUM OF UNDERSTANDING

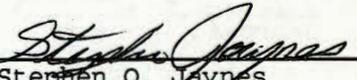
Sick Pay

In implementing the provisions of Section A of Article 23, reference paragraph 122a, on August 1, 1994, no employee shall serve a waiting period until after February 1, 1995; and, for the period between February 1, 1995 and July 31, 1995, the number of hours of disability absence for each individual employee in the preceding year will be calculated based on actual use for the period of August 1, 1994 to January 31, 1995, annualized; and, on August 1, 1995 and thereafter, the actual number of hours of disability absence for each individual employee will be calculated for the period of July 1 to June 30 of each year.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

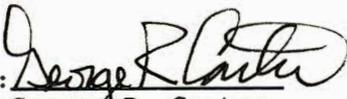
MEMORANDUM OF UNDERSTANDING

Sickness or Injury Disability Income

This confirms our understanding that, notwithstanding the provisions of Article 23, no disability absence will be charged to an employee nor shall the waiting period apply for an absence caused by a job-related injury which occurs while at work and is reported to supervision at the time of the injury, or for the continuing treatment of such a job related injury, and for which acceptable evidence of disability or continuing treatment is provided.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

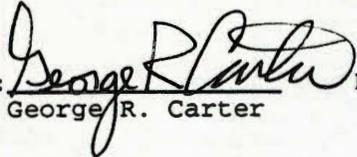
MEMORANDUM OF UNDERSTANDING

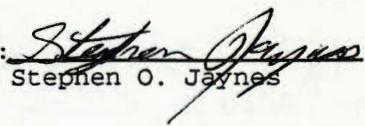
Sickness and Injury Disability Income Usage

Pursuant to the commitment of the Trades Board to assist in preventing and correcting the abuse or misuse of sickness or injury disability income, the Chief Steward shall, upon request, be afforded the opportunity to review any available records of use, including records of individual incidents of use, use for preventive medical and dental care, total hours used and hours of disability income payable.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

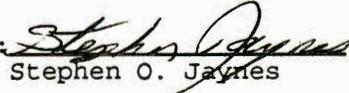
MEMORANDUM OF UNDERSTANDING

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

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

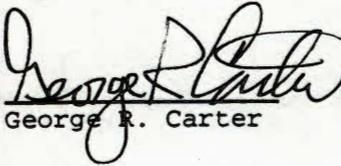
MEMORANDUM OF UNDERSTANDING

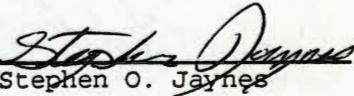
Leaves of Absence/Notification to

This confirms our understanding that the University will notify the Trades Board when, after explanation, it appears to the University that the employee does not understand the application of Paragraphs 180, 186, 188 of the Agreement as it applies to the employee's own fact situation.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By:  George R. Carter

By:  Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

In the event that the University amends the retirement program to the extent that retirement can begin at any age with thirty (30) years of service, the amended provision will be extended to the members of the WCLBTBD bargaining unit.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

Disability Plan

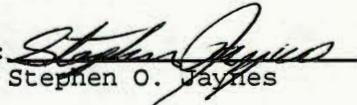
Article 34

This confirms our agreement, notwithstanding the provisions of Article 34, Disability Plan, that should the University amend the provisions of the Disability Plan for employees not represented by the Trades Board to increase the maximum amount available as provided by subparagraph 1, or to decrease to not less than 60% the maximum amount available as provided by subparagraph 2, these changes will also be implemented at the same time for members of this bargaining unit.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

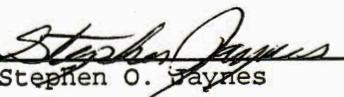
Disability Plan

Employees on the active payroll on August 1, 1986 shall have the option to apply for the long term disability plan as set forth in Article 34 of this Agreement or to continue coverage under the previously provided "basic plan", consistent with the terms of the plan. Once an eligible employee has been given coverage under the plan set forth in Article 34 of the Agreement executed on August 15, 1986, such employee is not eligible for the previously provided "basic plan".

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Payne

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

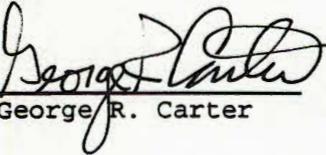
Notwithstanding the provisions of Article 41, Trades Board and University Representation, both parties recognize that it is desirable to have persons representing the Trades Board and the University at the second step of the Grievance Procedure, as provided in Article 42, who participated in the negotiation of this Agreement.

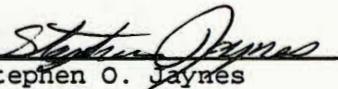
In this regard and during the term of this Agreement, the Trades Board and the University mutually agree to endeavor to have a representative who participated in these negotiations present when a grievance is heard at Step Two of the Grievance Procedure.

This understanding shall not be construed as adding to or detracting from the representation provided for in Article 43, nor shall it limit or otherwise interfere with the right of the University to determine who shall serve as members of the University Review Committee.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

Training Films

In the event that an employee is required to perform or participate in the production of films, videotapes or other media materials in which he/she is required to demonstrate the variety and level of skills, knowledge and expertise characteristic of a classification in this bargaining unit and which distinguishes the members of this bargaining unit from others not in the bargaining unit, such training films, videotapes or media materials will be used exclusively for the training of employees in this bargaining unit or of the supervisors of such employees, unless the University and the Trades Board agree otherwise.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

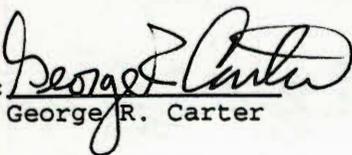
MEMORANDUM OF UNDERSTANDING

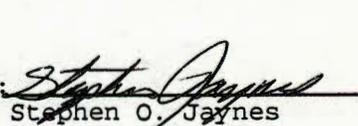
It is understood and agreed that from time to time circumstances exist whereby employees are requested to serve on various extracurricular committees established by the University. Such assignments shall be voluntary. When a committee assignment which pertains to matters outside of an employees regular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

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

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

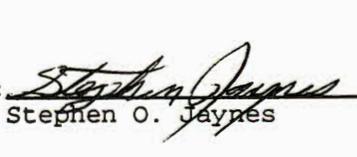
MEMORANDUM OF UNDERSTANDING

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

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

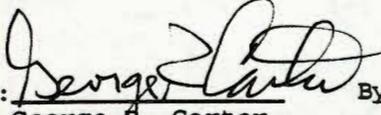
Date: August 25, 1994

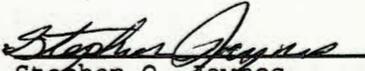
MEMORANDUM OF UNDERSTANDING

It is understood and agreed that when an employee is laid off in accordance with Article 21, except for temporary adjustments in the work force, the employee shall be paid for any wages due and pay in lieu of accrued vacation due within forty-eight (48) hours of the time of layoff.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

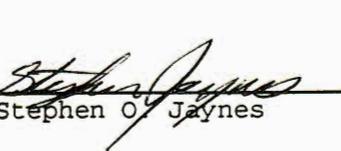
Effective with the execution date of this Agreement, the panel of arbitrators as provided for in Reference Paragraph 267 shall be as follows:

- | | |
|-----------------|--------------------|
| 1. Ruth Kahn | 4. Paul Glendon |
| 2. Howard Cole | 5. Stephen Mazurak |
| 3. Mario Chiesa | 6. David Grissom |

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING
CHIEF STEWARD

As an alternative to and in place of the paid release time for the Chief Steward as provided for in Article 41, Section A, Reference Paragraph 235, the Chief Steward may elect to take a full-time excused absence from work at any time, provided at least thirty (30) calendar days notice is given in writing to the University prior to the beginning of such excused absence. In that event, the Chief Steward nevertheless will be paid for eighty (80) hours in bi-weekly pay period for 26 bi-weekly pay periods per annum. It is understood that such time paid is for time spent in investigating grievances at Step Two, Step Two hearings, disciplinary hearings, conferences, and the preparation for hearings, conferences and arbitration and other Trades Board business. It is further understood that the hours of pay referred to above shall be neither increased nor decreased during the term of this Agreement, even though hours spent in the foregoing activities are more or less than the hours for which paid. When a new Chief Steward is elected, there may be a transition period not to exceed two (2) calendar weeks when, at the written request of the new Chief Steward, the previous Chief Steward will be granted an excused absence without pay to attend to Trades Board business, as set forth in this memorandum and in Article 41, Section A, reference paragraph 235.

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.

The Chief Steward shall be paid at the job rate of pay grade seven (7).

A thirty (30) calendar day written notification to the University is required prior to the ending date of such excused absence.

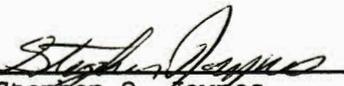
In the event, however, that the Chief Steward ceases to perform the functions set forth in this Memorandum or designates a representative when otherwise available (sickness, vacation,

other short term absences and overlapping commitments covered by this Memorandum excepted), after notice to the Trades Board and reasonable opportunity to remedy the situation, the pay shall cease until the situation is remedied.

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

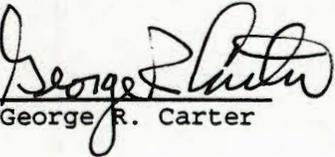
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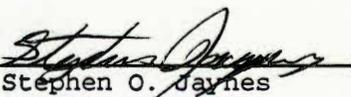
MEMORANDUM OF UNDERSTANDING

It is understood and agreed that the Group Life Insurance (Article 31), Group Health Insurance (Article 32), Group Dental Assistance Plan (Article 32), Travel Accident Insurance Plan (Article 33), Disability Plan (Article 34) and Retirement Plan (Article 35) are and will be as provided by the University to various employee groups and to employees within this bargaining unit. Notwithstanding the provisions of the above Articles of this Agreement, in the event that the University increases the level of University contribution for any of the above Plans for the non-bargained for Professional/ Administrative, Office or Technical employee groups or employees within the AFSCME or IUOE bargaining units, the University will increase the contribution level for employees in this bargaining unit to the same extent and at the same time, in accordance with the terms of the Plan(s).

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

Memorandum of Understanding
Joint Apprenticeship Committee

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

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

This understanding shall not be construed as adding to or detracting from the provisions of Article 2 (Management Rights) of this Agreement; however, prior to a decision to remove or retain an apprentice, to extend training or to withhold a step increase, the Committee shall be consulted by the University and the Committee shall provide a recommendation on the appropriate action to be taken. In this regard, and recognizing that

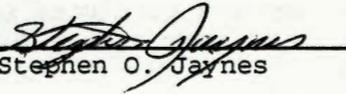
problems concerning the performance, attendance or misconduct of apprentices shall be referred to the Committee prior to decision, any disciplinary action taken against an apprentice, including discharge, shall not be subject to the provisions of Article 42 (Grievance Procedure) or Article 43 (Arbitration Procedure).

This Memorandum of Understanding shall remain in effect until August 1, 1993, after which it may be extended by the mutual agreement of the University and the Trades Board.

For the Regents of
the University of
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For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

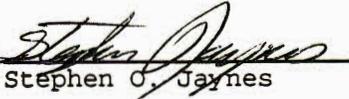
MEMORANDUM OF UNDERSTANDING

Notwithstanding the provisions of Article 20, Section C, it is mutually agreed that employees assigned to job classifications in pay grades 1, 2, 3 and 4 may apply for apprentice openings for job classifications assigned to pay grades 5 and 6 and will be afforded an opportunity to be interviewed, consistent with the University's selection procedure for apprentices.

For the Regents of
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Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

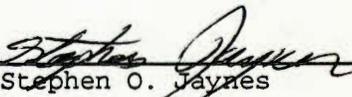
MEMORANDUM OF UNDERSTANDING
FIRST AID TRAINING

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

For the Regents of
the University of
Michigan

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
George R. Carter

By: 
Stephen O. Jaynes

Date: August 25, 1994

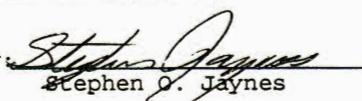
MEMORANDUM OF UNDERSTANDING
LEAD-PAINT ABATEMENT

In the event that a Painter, trained and qualified in lead paint abatement, is assignment to the removal and abatement of lead-based paint for four (4) or more hours in an eight (8) hour shift, the employee will be paid at the Pay Grade 5 job rate for the entire shift.

For the Regents of
the University of Michigan

By: 
George R. Carter

For the Washtenaw County
Local Building Trades
Board of Directors

By: 
Stephen O. Jaynes

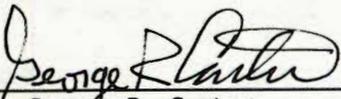
Date: August 25, 1994

MEMORANDUM OF UNDERSTANDING

The Trades Board and the University recognize and agree that the circumstances and working conditions of employees assigned to a regular and recurring schedule of work in the utility tunnels are distinct and unique from those of all other employees. Based on these considerations, employees whose normal schedule of work requires the performance of work in the utility tunnels for forty (40) hours or more in a bi-weekly pay period shall receive a premium of thirty-five cents (35c) per hour for all hours worked.

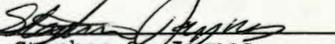
For the Regents of
the University of Michigan

By:


George R. Carter

For the Washtenaw County
Local Building Trades
Board of Directors

By:


Stephen O. Jaynes

Date: August 25, 1994

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