University of Michigan Personel office Admin. Aldg. Ann Arbon, AGREEMENT

Ag. 31,76

THE REGENTS OF THE UNIVERSITY OF MICHIGAN



and



C.C.F.A./U.A.W. LOCAL 2001

of Michiga.

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AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN

and

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA AND ITS LOCAL 2001

EFFECTIVE

AUGUST 21, 1975

EXECUTED OCTOBER 1, 1975

The Regents of the University of Michigan (hereinafter called the "University" or the "employer") and the International Union, United Automobile Aerospace and Agricultural Implement Workers of America and its Local 2001 (hereinafter called the Union) enter into this agreement this twenty-first day of August, 1975, and agree as follows:

ARTICLE I RECOGNITION AND DEFINITIONS

Section A. Description of Unit

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations
Commission on November 15, 1974, in Case No. R 74 G-292 and R 74 G-265 the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for all employees in the following described unit:

"All office-clerical employees employed by the University of Michigan at all installations, excluding all professional and administrative, technical, confidential, temporary and student employees, supervisors and all other employees."

Section B. Definitions

1. The terms "employee" and "employees" as used in this agreement (except where the agreement clearly indicates otherwise) shall mean only an employee or employees assigned to one of the classification titles within the bargaining unit described in Section A.

- 2. The term "temporary employee" shall mean any individual or individuals whose employment is limited in duration to not more than four (4) consecutive months 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 work loads, or other conditions that may create short-term staffing shortages.
- The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 4. The term "part-time employee" shall mean an employee whose normal schedule of work is less than forty (40) hours per calendar week.
- 5. The term "student employee" shall mean any individual, or individuals, (1) enrolled in the University and whose normal schedule of work is less than thirty (30) hours per calendar week or (2) pursuing a University educational program for which services related to that educational program are rendered.

It is understood that such an individual's status as a "student employee" will not be affected, though not registered, when working on a full-time basis during the following periods:

- a. between consecutive terms;
- b. during the Spring-Summer term (May August).

ARTICLE II UNIVERSITY RIGHTS

The University retains, solely and exclusively, all its inherent rights, functions, duties and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights, functions, duties and responsibilities may be clearly, expressly and specifically limited in this agreement.

ARTICLE III NO-STRIKE GUARANTEE

Under no circumstances shall the Union or the International Union, its officials, its employees or its members, directly or indirectly cause, instigate, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any action against or any interference with the operations of the University such as a strike, work stoppage, sitdown, stay-in, slow-down, curtailment of work, restriction of production, or any picketing, patrolling or demonstrations at any location whatsoever during the term of this agreement.

In the event of any such action or interference and on notice from the University, the Union without any delay shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include

the immediate disavowal and refusal to recognize any such action or interference and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the agreement subjecting them to disciplinary action, including discharge.

In addition the Union shall within 24 hours of any such action or interference deliver the following notice to the University:

"To all employees of the University represented by Local 2001, UAW:

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

An authorized official of the Union shall sign the notice.

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

Nothing herein shall preclude the University from seeking legal or other redress of any individual who

has caused damage or loss to the University or its property or from taking disciplinary action, including discharge, against any employee. Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedure, except for the fact question of whether the employee took part in any such action or interference.

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 IV

The University shall prepare and maintain a seniority list which shall show the names and the classification title, department number, pay grade, rate of pay and seniority date of all employees by classification series and seniority group. The Union shall be given a copy of the list within 96 calendar days after the date of this agreement and thereafter a current list monthly.

A departmental seniority list, including the same information, shall be maintained by each department. This list shall be available for inspection by an employee within the department and that employee's steward.

These lists shall be deemed correct as to an employee's seniority date unless the employee, or the steward for an employee, notifies the University to the contrary, in writing, after a list is given to the Union or made available to a steward within a department.

ARTICLE V NON-DISCRIMINATION

Section A.

It is agreed there shall be no discrimination in the application of the provisions of this agreement based on the non-relevant factors of race, creed, color, religion, national origin, sex, marital status, or age, except where sex or age is a bona-fide occupational qualification. In addition, there shall be no discrimination in the application of the provisions of this agreement based on sexual preference. Further there shall be no discrimination in the application of the provisions of this agreement based on a non-relevant mental or physical handicap, of an otherwise qualified employee.

Section B.

Neither the University nor the Union, shall discriminate against, intimidate, restrain, coerce or interfere with, any employee because of, or with respect to, lawful activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any employee in the application of the terms of this agreement because of membership or non-membership in the Union.

ARTICLE VI UNION SECURITY

Section A.

During the life of this agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty (30) calendar days after the execution date of this agreement, or (2) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter, shall tender to the Union, as a condition of continued employment in the bargaining unit, either periodic and uniformly required union dues, or in the alternative, a service charge in an amount not greater than the periodic and uniformly required union dues and the required initiation fee or a processing fee in an amount equivalent to the required initiation fee.

Section B.

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

- 1. The Union first has notified the employee by letter, explaining that the employee is delinquent in not tendering either periodic and uniformly required union dues or the service charge in an amount not greater than the periodic and uniformly required union dues, and/or initiation fees or processing fees, and specifying the current amount of such delinquency, and warning the employee that unless such dues or service charge and/or initiation fees or processing fees are tendered within thirty (30) calendar days, the employee will be reported to the University for termination as provided in this Article, and
- 2. The Union has furnished the University with written proof that the procedure of Section B. 1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not com-

plied with the request. The Union must specify further, when requesting the University to terminate the employee, the following by written notice:

"The Union certifies that _____

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

Section C.

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

Section D.

The University will advise new employees of their obligation under this Article, in writing, and will provide them with an authorization for deduction of Initiation Fee or Processing Fee and Union Dues or Service Charge form and the address of the Local Union's headquarters.

ARTICLE VII

INITIATION FEES OR PROCESSING FEES
AND DUES OR SERVICE FEES CHECKOFF

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 agrees to deduct initiation or processing fees and periodic Union membership dues or service fees levied in accordance with the Constitution of the International Union, from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF UNION DUES OR SERVICE FEES

Mamo

Local 2001, UAW

(type or print)
Social Security No.
Department
I authorize the University to deduct from wages
earned or to be earned by me, an Initiation Fee
or Processing Fee and monthly Union Dues or Ser-
vice Fees (check one) as certified to the University
by the Union's Financial Officer, and to remit the same to
the Union at such time and in such manner as may be agreed
upon between the University and the Union

The authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery to the University or until the termination of the collective agreement between the University and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the University and the Union, whichever shall be shorter, unless written notice is given by me to the University at least thirty (30) calendar days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the University and the Union whichever occurs sooner.

Signatu	re of Employee	
Address	of Employee	
Date of	Signing	

Date of Delivery to University

The following certification form shall be used by the Union when certifying initiation fees or processing fees and membership dues or service fees.

CERTIFICATION OF UNION'S FINANCIAL OFFICER

I certify that the membership dues or service fee for employees in the bargaining unit is _____ per month.

I certify that the initiation or processing fees for employees in the bargaining unit is per month.

ate			
inancial	Secretary	of	Union

Date of Delivery to University

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 Initiation Fees or Processing Fees and Union Dues or Service Fees" and (2) the amount of the initiation fees or processing fees and monthly membership dues or service fees certified by the Union's Financial Officer 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 initiation fees or processing fees and monthly membership dues or service fees 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 calendar month before the change will become effective.

An employee may revoke his "Voluntary Authorization for Deduction of Union Dues or Service Fees" only as provided by the terms of his voluntary authorization.

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

The Union agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Union's dues or service fees.

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify

and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE VIII BULLETIN BOARDS

The University will provide the Union with not less than fifty-five (55) bulletin boards unless the parties mutually agree to a different number. The Union will be furnished with a list of locations. In the event that the University intends to change the location of a board, the University will discuss the matter with the Union prior to the change in an effort to find a mutually agreeable location. The size of these boards shall be sufficient to post four (4) 8 1/2 inches by 11 inches union notices. Such notices must be signed by the Union president.

The notices may be posted by the district steward in the steward's district and, although not limited to the following notices, they shall be of that type:

- a. Union meetings
- b. Union elections and appointments
- c. Results of Union elections
- d. Recreational, social and educational programs of the Union.

In the event that a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the University Personnel Office of the nature of the dispute, and the notices may be removed from the bulletin boards until the dispute is resolved.

ARTICLE IX WORK SCHEDULES

Section A. Rest Periods

There shall be a rest period which shall be taken at a time and place and in a manner which does not interfere with the efficiency of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

Section B. Work Period

All employees shall be in the area 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.

ARTICLE X CLASSIFICATION AND WAGES

Section A. Wage Schedule

Effective on August 1, 1975 the wage schedule shall be as set forth in Appendix A.

Effective March 1, 1976, the wage schedule shall be as set forth in Appendix B.

Section B. Individual Pay Rates and Implementation of Individual Increases

Wages shall be paid to employees based upon their classification assignment and within the pay range for the pay grade as set forth in Appendix A and Appendix B respectively. Each classification shall be assigned to a pay grade as set forth in Appendix C.

Each full-time employee who was an employee as of July 1, 1975, and who is still an employee on August 21, 1975, will receive a \$43.00 per month salary increase. Each part-time employee who was an employee as of July 1, 1975, and is still an employee on August 21, 1975, will receive a pro-rata increase based on the number of hours of work.

Effective March 1, 1976, each employee's then current salary rate will be converted to a bi-weekly salary rate. The conversion will be accomplished by multiplying the monthly rate times twelve (12) divided by twenty-six (26).

A new employee will be paid at the minimum pay rate for the pay grade to which the employee's classification is assigned, provided, however, that if a new employee has had previous experience as an employee the University may pay them up to the first quartile of the salary range.

ARTICLE XI

Section A. Overtime Premium

An overtime premium of one-half the employee's rate of pay per hour will be paid for time paid as follows:

- 1. In excess of forty (40) hours in a calendar week, or
- 2. In excess of an employee's regular daily schedule of work of not less than eight (8) hours in a calendar day, except that an employee who requests and makes up lost time with supervisory approval will not be entitled to daily overtime premium.

In calculating 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 XVIII (Sick Pay), Article XXI (Vacation Time Pay), Article XXII (Funeral Leave Pay), Article XX (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 XXIV (Jury and Witness Service) will be counted.

3. In excess of a forty (40) hour schedule when the employee is required to work but does not qualify for overtime premium under (1) above. If the employee requests to make up lost time the employee shall not be paid the overtime premium. No such employee will be entitled to this overtime premium based on the requirements of Section D or if the employee has been on disciplinary lay off during the calendar week and is required to work.

Section B. Pyramiding

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

Section C. Scheduling

If scheduled to work overtime an employee will do so unless the employee is excused. The University will endeavor to give employees advance notice of overtime assignments when practicable under the circumstances.

An employee excused from work in accordance with the provisions of Article XVIII (Sickness or Injury Disability Income) or Article XXI (Vacations) will not be scheduled to work overtime until the employee has returned to work and worked, provided, however, that an employee on vacation may be scheduled if the employee requested to be considered available for overtime assignment prior to taking vacation.

Section D. Distribution

Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same classification who are within the same unit of distribution and who are qualified to perform the overtime assignment before an employee from another classification or another unit of distribution is assigned the work on an overtime basis. Daily overtime shall be offered to the employee working on a continuation of a job. In this connection the University need not call in an employee to work rather than extend the shift of an employee already at work nor assign or call in an employee to work who has provided the University with a written statement that the employee does not wish to work overtime. Such a statement will be effective until withdrawn in writing by the employee. Nothing herein, however, shall prohibit the University from making reasonable assignments or calling in such an employee to work if sufficient other employees capable of doing the work are not available.

Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any inequitable distribution will be rectified in the next

practicable scheduling of overtime.

Section E. Definitions

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

- "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
- "Unit of Distribution" means two (2) or more employees working within the same numbered department, at the same location, engaged in similar work, and on the same shift.

Section F. Lost Time Make Up

Employees may request, with approval of their supervisors, to work in excess of their regularly scheduled hours per day without overtime premium pay for the purpose of making up lost time.

ARTICLE XII

An employee whose regular daily schedule of work consists of at least eight hours and starts on or after twelve noon but before 4:00 a.m. shall be paid a shift premium of ten cents (10¢) per hour worked.

An employee whose regular daily schedule of work consists of less than eight hours shall be paid shift premium of ten (10¢) per hour worked when the employee's regular daily schedule starts on or after the time determined by adding to twelve noon the amount of time the regular daily schedule is less than eight (8) hours.

An employee who works beyond the employee's scheduled hours shall continue to receive the shift premium,

if any, determined by the employee's scheduled starting time, except if the employee works an additional full eight (8) hour shift, the employee shall be paid the shift premium for that shift, or the shift premium for the first eight (8) hours, whichever method produces a premium.

If an employee's schedule of work is divided by a period of time exceeding one (1) hour (split shift), the second segment will be considered a starting time for determining whether or not there is shift premium to be paid.

ARTICLE XIII RATES OF PAY ON TRANSFER

- When an employee is promoted, the employee shall be paid at the minimum pay rate for the pay grade for the classification to which the employee was promoted or 5% more than the rate received prior to the promotion, whichever amount is the greater.
- When an employee is transferred from one classification to another classification in the same pay grade, the employee's pay rate shall remain the same.
- 3. When an employee is transferred to a classification in a lower pay grade, the employee's pay rate shall be maintained or shall be set at the maximum rate of the pay grade, whichever pay rate is the lower.
- 4. When an employee is transferred on a temporary basis from one classification to another classification in the same or in a lower pay grade, the employee's pay rate shall be maintained.
- 5. When an employee is transferred on a temporary basis to a classification in a higher pay grade for more

than one complete work day, the employee shall be paid the minimum of the higher pay grade for that classification or the employee's present pay rate, whichever is greater, during the period of the transfer.

ARTICLE XIV

SENIORITY DEFINITION AND LOSS OF SENIORITY AND RETURN TO UNIT

Section A. Definitions

For the purposes of this agreement the following definitions shall apply:

- 1) "Seniority" means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, lay offs and other periods of absence authorized by and consistent with this agreement, provided, however, that an individual, who has not performed the type of work which is performed by employees in the bargaining unit and is transferred into a classification within the bargaining unit following the execution date of this agreement, for the purposes of Article XV (Probationary Employee), Article XVI (Reduction of the Working Force and Recall Procedures) and Article XVII (Promotions and Other Transfers) only, will have a seniority date based on the date of transfer into the bargaining unit. This proviso shall also apply to those University employees classified as confidential clericals who have been hired after the effective date of this agreement, but not to those who have worked in the bargaining unit nor those hired before the effective date.
- "Seniority Group" means that grouping of employees assigned to work in a geographic area, facility, department or unit, or combination thereof, as set forth in Appendix D.

Section B. Loss of Seniority

An employee shall lose seniority and no longer be an employee if:

- 1. the employee resigns or quits;
- the employee is discharged or terminated (unless reversed through the Grievance or Arbitration Procedure);
- 3. the employee retires;
- 4. the employee does not return to work from lay off within seven (7) 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 and the Union, or except when the failure to return to work before the expiration of the seven (7) calendar days is due to circumstances beyond the control of the employee and the University has been so notified;
- 5. the employee fails to return to work at the expiration of a leave of absence, unless circumstances beyond the control of the employee prevented the return, except that continuation of the reasons for which the leave was granted shall not be such a circumstance. If the employee was able to (1) seek a leave extension, if available, prior to the leave expiration or (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply;
- 6. the employee has been on lay off for a period of time equal to the employee's seniority at the time of the employee's lay off or two (2) years,

whichever is greater; or

7. the employee is absent from work for three (3) consecutive days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the University shall send written notification to the employee at the employee's last known address that the employee has lost seniority and the employee's employment has been terminated.

A grievance involving compliance with this Section shall begin at step three of the grievance procedure, and may be processed through the Grievance and Arbitration Procedures by the Union only for an employee who has lost seniority and is no longer an employee, provided it is submitted in writing at step three of the grievance procedure within seventy-two (72) hours after facts have occurred giving rise to the employee's grievance.

Section C. Return to Unit

An individual who has performed the type of work now performed by employees in the bargaining unit who is or was in the past transferred out of the unit, may be returned by the University to the unit. In such a case the return shall be to a vacancy in the classification from which the individual was transferred, or if none, then to a vacancy in a classification in the same pay grade. If no vacancy exists, the return shall be by displacing the least senior employee in the classification from which the individual was transferred. An employee displaced as a result of a return to the unit shall have the procedure set forth in Section A. of Article XVI applied even though the work force in that classification in that department is not then being reduced.

ARTICLE XV PROBATIONARY EMPLOYEES

An employee is a "probationary employee" for the employee's first three (3) months of employment.

No matter concerning the discipline, lay off, or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

A probationary employee shall have no seniority, except as otherwise provided in this agreement, until the probationary employee has completed the probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the employee's date of hire.

ARTICLE XVI

REDUCTION OF THE WORKING FORCE AND RECALL PROCEDURES

Section A. Procedure for the Reduction of the Working
Force

A reduction of the working force shall take place by and within each seniority group as defined in Section A of Article XIV (Seniority) in accordance with the following procedure:

- 1. When an employee is to be removed from a classification within a department for the purpose of reducing the working force in that classification in that department, the employee with the least seniority in the affected classification in that department shall be removed first, provided the employees remaining in the classification have the ability to perform competently the work available.
- 2. Such removed employee shall be transferred, con-

ditioned upon ability to perform the work with a normal orientation, in the following order or priority:

- a) to a vacancy, if any, in a classification in the same pay grade in the employee's classification series (Appendix E)
 - 1) First within the employee's department
 - 2) Second in another department
- b) to displace an employee with less seniority, if any, in a classification in the same pay grade in the employee's classification series.
 - 1) First within the employee's department
 - 2) Second in another department
- c) to a vacancy, if any, in a classification in the next lower pay grade in the employee's classification series.
 - 1) First within the employee's department
 - 2) Second in another department
- d) to displace an employee with less seniority, if any, in a classification in the next lower pay grade in the employee's classification series.
 - 1) First within the employee's department
 - 2) Second in another department
- 3) A removed employee not transferred as provided in 2. above, shall have the procedure set forth in 2. (c) and (d) above applied to classifications in each succeeding next lower pay grade in the employee's classification series until the employee is transferred or removed from the employee's classification series.
- 4) An employee removed from the employee's classification series as a result of the application of the above procedures shall be transferred, conditioned upon ability to perform the work with a normal orientation, to a vacancy or to displace an employee with less seniority in a classification in the same or lower pay grade in another classification series within the

seniority group.

- 5) The procedure set forth in 2, 3 and 4 above shall be applied for an employee who is displaced as a result of the application of the above procedures until the employee is transferred or removed from the employee's classification series or laid off.
- 6) In applying the procedures set forth in 2, 3 and 4 above, a removed or displaced full-time employee shall be transferred to another full-time position. A removed or displaced part-time employee shall be transferred to either a full-time or part-time position.
- 7) In applying the above procedures, full-time probationary employees shall be removed from the affected classification or displaced as the case may be, prior to removing or displacing full-time non-probationary employees, and part-time probationary employees shall be removed or displaced prior to removing or displacing part-time non-probationary employees.
- 8) If an employee, who was transferred to a vacancy or to displace an employee with less seniority, does not perform the work available competently, the procedure set forth above shall be applied for the employee even though the work force in that classification in that department is not then being reduced. In such an event, the displaced employee shall be afforded the opportunity to return to that position.

Section B. Recall Procedures

Employees with seniority on lay off becuase of a reduction of the working force will be recalled, conditioned upon ability to perform the work available with a normal orientation, in order of seniority prior to posting a regular job opening in accordance with Section D. of Article XVII.

First: To available work, if any, in their seniority group as defined in Section A of ArticleXIV, and classification series; and

Second: To available work, if any, in their classification series in another seniority group;

Third: To available work, if any, in their seniority group; and

Fourth: To available work in any other seniority group.

Section C. Seniority Preference

For the purposes of this Article, the executive officers of the Union, the bargaining committee and the stewards shall have seniority preference over all the employees they represent, conditioned upon ability to perform competently the work available, provided, however, that in the application of Section A. of this Article, this Section C. shall not give seniority preference in a transfer to a vacancy or to displace an employee outside the representation area.

Section D. Temporary Lay Offs

In the event non-probationary employees are laid off because of a temporary discontinuance of operations, or any portion thereof, caused by the academic calendar or conditions not immediately correctable by the University, temporary adjustments in the work force can be made without application of the Reduction of the Working Force or Recall Procedures. The Union will be notified of such temporary adjustments. If such temporary adjustments continue for more than seven (7) calendar days, the Union can request the University to apply the Reduction of the Working Force procedure and the University will do so within the following seven (7) calendar

days.

Section E. Notice to Union and Liability

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

Section F. Definitions

For the purposes of Article:

"Ability to perform the work" means present skills, including interpersonal, and knowledge, within the knowledge of the University from its records or as otherwise made known to the University, to perform the full range of duties of the position in question.

"Normal orientation" means the usual or ordinary period of time to be, or to become, acquainted with those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position.

ARTICLE XVII PROMOTIONS AND OTHER TRANSFERS

Section A. Definitions

1. Promotion

A "promotion" is defined as the transfer of an

employee to a regular job opening in a classification assigned to a higher pay grade.

- Regular Job Opening
 A "regular job opening" is a position which is expected to be filled for more than four (4) consecutive months.
- 3. A transfer is defined as the explicit movement of an employee from one regular job opening in a classification to another during which time the employee performs or is expected to perform the full range of duties which are characteristic of the classification description.
- 4. A temporary transfer is defined as the explicit movement of an employee to a position during which time the employee performs or is expected to perform the full range of duties which are characteristic of the position. A temporary transfer will generally not exceed the duration of time necessary to cover for the expected return of an absent employee or fluctuation in the department's work activity.
- 5. Requisite Qualifications
 Requisite qualifications means that the records of
 the University or other knowledge made known to
 the University indicates with reasonable certainty
 that the employee will be able to perform competently
 the full range of duties of the regular job opening
 within a reasonable period of time. Competent performance includes acceptable inter-personal skills.
- 6. Promotion or Transfer Area A promotion or transfer area means one of the following geographic areas:
 - a) Ann Arbor Campus including all academic and extension service units except the Schools of Nursing and Medicine.

- b) University Hospital facilities including University Health Service and the Schools of Nursing and Medicine.
- c) Dearborn Campus, including Extension Service
- d) Flint Campus, including Extension Service
- e) Each other geographic area shall be a separate promotional area.

Section B. Promotional or Transfer Group

A promotional or transfer group means that grouping of employees assigned to work in one of the groups as set forth in Appendix E. Promotions and other transfers shall be made on the basis of requisite qualifications and seniority. Seniority shall be the determining factor, except where an employee with less seniority has clearly superior (head and shoulders concept) requisite qualifications.

Section C. Promotions and Other Transfers within a Promotion or Transfer Group or Area

Employees within a promotion or transfer group shall be considered first for promotions or transfers within that promotion or transfer group.

Thereafter and if a regular job opening is not filled from within a promotion or transfer group or in another manner consistent with the terms of this agreement, employees within a promotion or transfer area shall be considered for promotions or transfers within that promotion or transfer area.

Section D. Posting and Bidding Procedure

If a regular job opening is not filled in another manner consistent with the terms of the agreement, the regular job opening, except for openings in pay grade

C-2, will be posted for five (5) calendar days on designated bulletin boards in the promotion or transfer area and group in which the regular job opening exists.

When the regular job opening is posted, the posting will note the promotion or transfer group, the classification, the pay grade, the department, the starting time and the closing date for receipt of bids. If more than one opening exists within the area and group, one posting for all the openings will be sufficient. In such a case the number of openings will be identified. A copy of the posting will be sent to the Chairperson of the bargaining committee.

Only non-probationary employees are eligible to bid.

The name of the successful bidder, together with the posted position number, will be sent to the Chairperson of the bargaining committee.

A promotion or transfer under this section will be made as soon as reasonably practicable after the successful bidder has been selected. Promotions or other transfers resulting from the posting and bidding procedure can be questioned through the Grievance and Arbitration Procedures only by an employee who bid prior to the closing date and who has more seniority than the employee selected for the promotion and in the following order of priority:

- An employee in the promotion or transfer group in which the promotion or transfer was made who has more seniority than the employee selected for the promotion or transfer.
- An employee in the promotion or transfer area in which the promotion or transfer was made who has more seniority than the employee selected for the promotion or transfer.

Failure of an employee or employees to grieve, under this section, shall not prejudice the position of the Union with respect to a grievance filed by that employee or employees in a subsequent case.

Section E. General Provisions

During any period in which employees are being considered for promotion or transfer and during any posting period, the regular job opening may be filled by anyone on a temporary basis.

An employee who is promoted or transferred will be given a reasonable period of time not to exceed twenty-five (25) contact days to demonstrate competent performance. During this period of time the employee will receive a normal orientation as defined in Section F. of Article XVI. If competent performance is not demonstrated, the employee will be returned to a vacancy, if any, or displace an employee with less seniority, in the classification in the promotion or transfer area or group from which the employee was promoted or transferred.

In the event that an employee is returned to the classification from which the employee was promoted or transferred, the University will consider the other bidders before posting again.

An employee who has been promoted or transferred and not returned to the employee's former classification, need not be considered by the University for a subsequent promotion or transfer during the six (6) month period following the employee's promotion or transfer.

An employee who is returned to the classification from which the employee was promoted will be paid at the same pay rate the employee received prior to the promotion or at a higher pay rate if the employee would have received an increase in pay pursuant to the terms of this agreement if the employee had not been promoted.

ARTICLE XVIII SICKNESS OR INJURY DISABILITY INCOME

Section A. Eligibility

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 or 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:

- 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;
- During a lay off, leave of absence, or disciplinary lay off;
- Following a termination date that was determined prior to occurrence of the disability; or
- 7. During a vacation, except when hospitalized;
- 8. For any other period of time which is not time lost from the full-time employee's regular schedule of work or a part-time employee's schedule of work for the calendar week.

Section B. Hours of Disability Income Payable

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 the maximum set forth in Section G. and I. 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 Union.

Section C. Part-Time Employee

A part-time employee normally scheduled to work eight (8) 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 G. 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 eight (8) hours per calendar week shall not be eligible for disability income.

Section D. Determination of Disability Income

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 in a calendar day (10 in a 4/40 schedule) nor forty 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; provided, however, in any week in which an employee receives a loss of time Worker's Compensation benefit (including any dependency allowance), the amount of that benefit shall be subtracted from the amount of the disability income that would otherwise be payable.

Section E. Notice and Proof of Disability

No disability income shall be payable to an employe unless the employee's supervisor 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.

In all cases on returning to work an employee claiming or having received disability income must certify on a form provided by the University the following:

- 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;
- The amount of time lost from work in hours because of the disability;
- The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.

In the event that facts and circumstances indicate that the employee may not be eligible for disability income as claimed, evidence of disability, such as a physicians statement of disability on a form provided by the University or an examination provided by and at the expense of the University, may be required.

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

Section F. Preventive Medical and Dental Care Appointments
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 the employee's immediate supervisor written notice and receive approval 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 postoperative 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 G. Accrual

- Except as provided in 2. and 3. of this section, fulltime employees accrue hours of disability income at the rate of eight (8) hours per calendar month.
- 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 hours of disability income depending upon the day of the calendar month on which the event occurs as follows:

Day of Calendar Month	Start of Employment or Return from Leave of Absence	End of Employment or Start of Leave of Absence	
One through ten	8	none	
eleven through twenty	4	4	
twenty-one through end	d none	8	

- 3. Except as provided in 2. above an employee shall not accrue any hours of disability income 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 four (4) hours of sick pay.
- 4. No employee may accrue hours of disability income in excess of eight hundred (800) hours or if a parttime employee in excess of the appropriate proportionate number of hours.
- Accrued disability income may be used during the calendar month in which it is accrued. No employee shall be eligible for disability income under this Article before it accrues.

Section H. Pregnancy

A female employee may use accrued disability income when time is lost from regular work when she is unable to work because of a disability caused or contributed to or by pregnancy, miscarriage, abortion or childbirth.

Section I. Supplemental Disability Income for Extended Disability

A full-time employee who has at least two full years of continuous service and has received disability income, as provided in this Article, for fifteen (15) consecutive work days (120 hours) will be eligible for up to not more than ninety (90) additional work days (720 hours) of supplemental disability income in the immediately following five (5) year period. This five (5) year period begins on the first day that

employee became eligible for supplemental disability income.

This supplemental disability income will be available to an eligible employee only for consecutive and contiguous work days of disability absence following an original fifteen (15) consecutive work days of paid disability absence. Thereafter other accrued hours of disability income are again used and paid.

A full-time employee who has at least two full years of continuous service and has received less than fifteen (15) consecutive work days (120 hours) of disability income, will be eligible for up to not more than sixty (60) additional work days (480 hours) of supplemental disability income in the immediately following five (5) year period. This supplemental disability income and the five (5) year period shall begin on the twenty-first consecutive work day of disability absence.

This supplemental disability income will be available to an eligible employee only for consecutive and contiguous work days of disability absence following twenty consecutive work days of disability absence.

An employee will have the full four hundred eighty (480) or seven hundred twenty (720) hours of supplemental disability income as the case may be, reinstated on the first day following completion of any five (5) year period, provided the employee is at work on that day. If the employee is not at work on that day, reinstatement will take place on the day the employee returns to active employment. In no case will the employee be eligible for more than seven hundred twenty (720) hours of supplemental disability income in any five (5) year period. Such a five (5) year period begins with the first use of any supplemental disability income whether it follows a waiting period or not.

Section J.

An employee who is off work in accordance with the provisions of this Article shall be returned to active employment by the University either to the employee's former position or to a position consistent with the provisions of Section I. of Article XXVI (Leaves of Absence), provided, however, that the notice requirements of Section I. shall not be applicable except that in the case of disability absences where the employee knows that another individual will be working in the absent employee's position, the returning employee will provide as much advance notice of return as possible, including a release from the employee's physician where applicable or required by the University.

ARTICLE XIX MEDICAL DISPUTE

Should a determination, by a medical doctor selected by the University, that the employee is able or unable to work be in contradiction to a determination by the employee's medical doctor that the employee is able or unable to work, at the request of the Union, the employee will be referred to a disinterested third medical doctor or clinic, whose determination of ability or inability to work shall be final and binding. The third medical doctor or clinic shall be fully informed about the nature of the employee's work prior to making a determination. The University and the Union shall share equally in the costs of the third medical doctor. The third medical doctor will be selected by the University's medical doctor and the employee's medical doctor.

ARTICLE XX HOLIDAYS

Section A.

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

- 1. New Year's Day
- 2. Memorial Day
- 3. Independence Day
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Day after Thanksgiving
- 7. Christmas Day
- 8. An employee will observe the employee's own birthday as a holiday. If the birthday falls on another holiday, the employee shall observe the birthday holiday on another day mutually agreeable to the employee and the supervisor.
- 9. Two days designated during the December 15 through January 15 period which may be designated on an individual basis by the supervisor for each employee to meet operating requirements, provided, however, if a department elects to close down any or all of the operations of the department during the Christmas Season, these two must be designated during that period for the employee affected.

Any employee may substitute up to three (3) holidays of the employee's own choice for any of the holidays designated above, within any July 1 to June 30 period, provided arrangements are made in sufficient time to provide for the substitution.

In such a case the provisions of this Article shall apply to the substituted holiday and not the holiday designated above. In the event that no work is provided such an employee on a holiday designated above, the employee will not be paid for that day unless the employee has made arrangements for a vacation day in accordance with the provisions of Article XXI.

Section B.

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.

Each full-time employee shall suffer no loss in salary, including shift premium if applicable, for the holiday provided the employee meets the following eligibility requirements:

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 the entire scheduled day on either or both such days is excused because of (1) personal sickness or injury as provided in Article XVIII, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the individual employment obligation.

Section D.

Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on lay off 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. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

Section E.

In addition to the holiday pay as provided in Section C. or D., at the option of the employee, an employee who works on the holiday either (1) will be paid for the time worked at one and one-half times the employee's hourly rate and shift premium, if applicable, or (2) will receive time off equivalent to the time worked without loss of pay, on another day mutually agreeable to the employee's supervisor. To the extent that time worked is paid pursuant to this section, it shall not be paid under Article XI (Overtime) for the same time worked.

Section F.

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 XVIII or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the individual employment obligation.

Section G.

In the event that it is necessary to make a deduction from the salary of a full-time employee because the employee does not meet the eligibility requirements set forth in Section C., the amount of the deduction will be the employee's hourly rate multiplied by eight, (or 10 for a 4/40 schedule), plus shift premium for that day, if applicable. A part-time employee's deduction will be based on the reverse application of Section D.

Section H.

When scheduling employees to work on a holiday in a department, the department will endeavor to find volunteers from among the employees in the classifications needed, prior to assigning employees. When assignments are made, employees who were off the previous holiday will be assigned first. Once an employee is assigned changes in assignment shall be at the discretion of the department.

ARTICLE XXI

Section A. Accrual

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

S	P	n	i	0	r	i	ty	

first five years from five through eight years over eight years

Rate of Accrual Per Calendar Month

eight hours twelve hours sixteen hours

An increase in the rate of accrual shall be effective with the first calendar month following completion

- of the required years of University seniority.
- 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 subsection 1. depending upon the day of the calendar month on which the event occurs as follows:

Day of Calendar Month	Start of Employ- ment or Return from Leave of Absence	End of Employ- ment or Start of Leave of Absence
One through ten	100%	None
Eleven through twenty	50%	50%
Twenty-one through end	None	100%

- 3. Except as provided in 2. above an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which the employee is absent without pay for fifteen or more work days. During any calendar month in which the employee is on an excused absence without pay for less than fifteen, but more than seven work days, the employee shall accrue 50% of the employee's subparagraph 1. accrual.
- 4. Part-time employees normally scheduled to work eight (8) or more hours per 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 eight (8) hours per week shall not accrue paid vacation time.
- Paid vacation time accrues and is recorded at the end of each calendar month of employment.
- No employee may accrue paid vacation time in excess of twenty-four (24) times the employee's rate of accrual per calendar month.

Section B. Eligibility

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

An employee will receive pay in lieu of paid vacation time (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;
- 5. Lay Off;
- 6. Reduction in hours of employment.

If the hours of employment are reduced, payment of vacation will be made for all accrued vacation hours in excess of the maximum accrual eligibility for the reduced employment.

Section D. Pay for Accrued Vacation Time

1. Pay for vacation time shall be at the employee's rate of pay at the time vacation is taken, plus shift premium if applicable, times the number of hours of accrued paid vacation time scheduled and used. Pay for vacation time shall be paid to the employee on the employee's regular payday, except that an employee shall be paid for such vacation time in advance of the employee's vacation on the employee's regular payday preceding the vacation, providing the employee is scheduled for five (5) or more consecutive vacation days (40 hours) and the payment

- in advance is requested in writing at least seven (7) calendar days prior to the payday preceding the first day of such vacation.
- Pay in lieu of vacation time shall be at the employee's rate of pay 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

1. Scheduled and Posted:

Paid vacation time shall be scheduled to meet the work requirements of the University. Each numbered department at each location will accept requests for paid vacation time prior to April first of each year for the following twelve (12) month period. The month of March will be the time period during which paid vacation time requests will be received. Requests for paid vacation time which are made after March 31 will be on a first request, first granted basis. In the event that there is a conflict in requests for paid vacation time made prior to April first, the department will give preference to the employees seniority and requests for vacations which represent five (5) or more consecutive work days (including any paid holidays). An employee who transfers or is promoted into a department or location on/or after April first, will not displace the vacation requests of employees who were working in the department prior to April first. Requests for scheduled vacation must be made to the employee's appropriate supervisor of each numbered department.

At the request of an employee, an absence covered by Article XVIII may be charged against accrued

- vacation time after all payments under Article XVIII have been exhausted.
- 3. If a day observed by the University as a holiday as provided in Article XX 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 XXII FUNERAL LEAVE PAY

In the event of the death of an employee's spouse, or the son, daughter, parent (including step-parent), grandparent, brother, sister, grandchild (or the spouse of any of them), of either the employee or the employee's spouse, or of 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 rate of pay 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, but in no event shall it exceed three (3) work days. If additional time off is needed, the employee may use accrued vacation time or request an extension, without pay, of the funeral leave for a period of time not to exceed fourteen (14) calendar days.

ARTICLE XXIII DISABLED EMPLOYEE

Section A.

A non-probationary employee who cannot perform all the duties of the employee's classification or position due to advanced age or failing health which diminishes capacity, may request to be transferred or may be transferred by the University to a vacant position and/or classification which the employee may satisfactorily perform. Such employee will be compensated at the rate of pay of the classification into which the employee is transferred.

Section B.

An employee who has become incapacitated as the result of an occupationally related illness or injury incurred while employed at the University, will be transferred to a position and/or classification which that employee can satisfactorily perform. Such employee will be compensated at the rate of pay of the classification into which the employee is transferred except as provided under the provisions of the Michigan Worker's Compensation Act. An employee will be transferred under this Article without regard to seniority provisions of this Agreement except that such an employee may not displace an employee with greater seniority nor may the transfer result in a promotion for the disabled employee.

ARTICLE XXIV JURY AND WITNESS SERVICE

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 rate of pay 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. When reasonable the employee will report to work when released from jury duty or witness service.

Whenever practicable and notwithstanding the then existing schedule of work of other employees, an employee while on jury duty will be assigned to the day shift provided the schedule of work change does not require the payment of an overtime premium.

ARTICLE XXV ANNUAL MILITARY DUTY

An employee who is a member of the Armed Forces Reserve or National Guard and who loses time from work during the employees normal schedule of work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at 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 XXVI LEAVES OF ABSENCE

Section A. Medical

A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted disability payments under Article XVIII and vacation payments under Article XXI shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the University.

The leave of absence shall be for the period of continuing disability, but not to exceed six months. An extension of up to eighteen (18) months will be granted upon the submission of satisfactory medical evidence of the disability. In no case, however, shall a leave and extensions exceed two 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

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

Section C. Personal

A non-probationary employee upon written request may be granted a leave of absence without pay for a period not to exceed six months. Such a leave must first be approved by the University. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one year. A personal leave will not be granted for the purpose of seeking or establishing employment elsewhere.

Section D. Military

An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee, 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 years, plus additional time imposed by law and the period in which reinstatment must be requested as set forth in Section I and the time required for placement. Such leave may be arranged to commence thirty (30) calendar days prior to the induction date.

Section E. Childcare

Following the birth of an employee's child or following the adoption of a child under age six, a non-probationary employee, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. The leave may be extended by the University for additional periods, but in no case shall a leave and extensions exceed one (1) year.

Section F. Union Leave

1. Local Union

A non-probationary employee who is elected or appointed to a full-time office in the Local Union,

upon written request of the Local Union, shall be granted a leave of absence without pay for the term of the office or length of the appointment. The leave will be extended if the employee is re-elected or re-appointed for additional terms. Written notice, requesting a Local Union leave will be given to the University, by the Local Union, as far in advance as possible, but in no event later than fifteen (15) working days prior to the effective date of the Local Union leave.

2. International Union

A non-probationary employee who is elected or appointed to a full-time Union office or position at other than the Local Union level, upon written request from the Director of Region 1E, will be granted a leave of absence without pay for the term of the office or length of the appointment and without the right to continue any benefit programs as provided in Section J. of this Article, except that the employee on such a leave may continue active participation in the retirement plan by making direct payment of any amount directly to TIAA/CREF. Written notice, requesting an International Union leave, will be given to the University, by the Regional Director, as far in advance as possible, but in no event later than fifteen (15) working days prior to the effective date of the International Union leave. A return from an International Union leave shall be in accordance with Section I. of this Article, except that the employee must give the University at least thirty (30) calendar days notice of intent to return from the leave. It is understood that an employee returning from an International Union leave will be placed in a vacant position which corresponds

with the employee's ability to perform the work, but in any case, not in a classification assigned to a pay grade greater than that which the employee held on the date on which the leave commenced.

Section G. Leave for Governmental Service

An employee with at least one year of seniority may make a written request for a leave of absence if elected to a full-time public office. Such a leave will be limited to one term of office. An extension of the leave for a second term of office may be granted at the discretion of the Personnel Office.

An employee with at least one year of seniority may make a written request for a leave of absence if appointed to a full-time non-civil service office or committee of a policymaking nature or one of significant responsibility such as, but not limited to, the head of or assistant to the head of an office, department or branch of the Federal, State or local government. Such a leave will be limited to the term of the appointment but in no case to exceed two (2) calendar years. An extension of the leave for an additional period of up to one (1) year may be granted at the discretion of the Personnel Office.

An employee with at least one year of seniority may, upon written request, be granted a full-time leave of up to one year, for active participation in a governmental volunteer program provided satisfactory written evidence of acceptance in such a program is submitted. Extensions of up to one additional year may be granted at the discretion of the Personnel Office. A leave of absence under this section will only be granted to employees who are in good standing at the University.

Section H. Educational Leave

An employee with at least one year of seniority may request, in writing, a leave in order to pursue a full-time educational program which is related to the current position or to positions to which the employee may aspire within the University. A leave of up to one year may be granted at the discretion of the University. One year extensions may be granted but in no case may the total leave, with extensions, exceed four calendar years. Seniority shall accumulate only during the first year of an educational leave.

Section I. Return to Active Employment

Return to active employment prior to the expiration of any leave of absence, or any extension, shall be at the option of the University. The University, at its option and without cost to the employee may require that a physician or physicians of its choosing examine the employee before returning the employee to active employment.

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

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

At the conclusion of a leave of absence an employee eligible to return will be placed in the employee's former classification title, seniority permitting. If the employee does not have seniority to return to the employee's former classification title, the employee may exercise seniority in a job within the same salary grade, but in any case placement shall be consistent with the employee's seniority and ability to perform the work. In cases where a leave is not for a fixed period of time or when an employee requests a return prior to the expiration of any leave, or extension, the return to active employment will be within the twenty-one (21) calendar day period after notice is given to the University.

If the leave was for a fixed period of time, and the return is timely, the employee's placement will be within seven (7) calendar days after the end of the leave date. If the return is not timely, the employee will be terminated unless extraordinary circumstances beyond the control of the employee prevented the employee from returning as scheduled, except that continuation of the reasons that the employee was granted a leave shall not be an extraordinary circumstance. If the employee was able to (1) seek a leave extension prior to the leave expiration or (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply.

Section J. General Conditions

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.

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.

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

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

Unless otherwise specifically provided by this agreement, leaves of absence will not be granted to an employee who is laid off nor will an extension of a leave be granted if the employee would have been laid off had the employee been working during the employee's leave.

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.

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

Request for leaves of absence under Sections C, E, G and H will only be honored if an employee has been actively employed at least one (1) calendar year since

the end of a leave of absence granted under Sections C, E, G and H.

ARTICLE XXVII BENEFIT PLANS

Each plan shall be as provided by the University and may be amended, but not eliminated. In the event of changes in benefits, the Union will be notified prior to the effective date of the change.

During the term of this agreement and consistent with the terms of each plan, the following University Group Benefit Plans shall be available to the extent provided in this Article:

Section A. Health Insurance

During the term of this agreement no less than the Michigan Blue Cross/Blue Shield and the TIAA Major Medical Schedule of hospital and medical benefits in effect at the execution date of this agreement will be provided and maintained.

The employer will contribute up to \$40.05 per month for the coverage selected by each employee. Thereafter, if the University increases its monthly contribution or improves benefits for University employees not represented by a labor organization, it will increase its monthly contribution and provide the improved benefits for employees in the bargaining unit in the same manner and to the same extent.

If during the term of this agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article

to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

Section B. Group Life Insurance

During the term of this agreement, a group life insurance plan will be provided and maintained for employees, with no less than the following (see Appendix G-1 and G-2) determined by the employees age and base annual salary.

Section C. Travel Accident Insurance

During the term of this agreement, the Travel Accident Insurance Plan shall be without cost to the employee and no less than the following will be provided and maintained:

- The amount of the principal sum of insurance for employees shall be \$50,000 or five (5) times base annual salary, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.
- The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
- One-half the principal sum for loss of any one member.
- 4. Disability benefits.

Section D. Disability Plan

During the term of this agreement the Disability Plan shall be without cost to an employee and no less than the following will be provided and maintained:

 An eligible employee shall receive a disability income which shall be 50% of his monthly base income at the time of the employee's last day of work,

- or \$1,000.00 per month, whichever amount is less.
- 2. In the event that cash benefits are received from other sources as set forth in the Plan, the disability income set forth in 1. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 75% of the employee's monthly base income.
- 3. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions shall be made by the University, if and when applicable as provided in the Disability Plan.

Section E. Retirement Plan

During the term of this agreement the TIAA/CREF Retirement Plan with no less than the following will be provided and maintained:

- The University will contribute an amount equal to ten (10) per cent of an employee's earnings each month and the employee will contribute an amount equal to five (5) per cent of his earnings each month, or
- 2. at the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five (5) per cent 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.

Section F.

No matter concerning the terms of any of these plans shall be subject to the Complaint, Grievance and Arbitration Procedure of this agreement, except for questions concerning the specific provisions of this Article.

ARTICLE XXVIII

Section A. Eligibility

A full-time employee will be eligible to receive a tuition refund as provided in Section C. of this Article if (1) the employee has more than six month's service 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 and a certificate of satisfactory completion for a non-credit course. (4) The course can not be used to further the employee's educational degree attainment beyond the master's degree level.

An "educational course", within the meaning of this Article, is one which either (1) is job related or (2) prepares the employee to enroll in one that is job related. The term "job related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

Section B. Amount of Refund

An eligible employee will receive a tuition refund of not more than seventy-five per cent (75%) or one hundred dollars (\$100.00) 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 two hundred dollars (\$200.00) for courses taken in any twelve (12) month period.

Section C.

Educational courses under this program may be taken during working hours for a total of not more than three hours of time off from work with pay, per week, provided all job requirements are met.

ARTICLE XXIX DISCIPLINE

Section A. Just Cause

The University shall not discharge or take other disciplinary action without just cause. A rule, regulation, or requirement shall be deemed reasonable for purposes of arbitration, unless the Union has notified the University in writing of its contrary opinion within thirty (30) calendar days after the Union receives a copy of the rule, regulation or requirement.

Section B. Notice

When disciplinary action involves a lay off or discharge, the employee will be furnished with a brief written statement describing the misconduct and the extent of the disciplinary action. The written statement furnished to the employee shall not limit the University's right, including the right to rely on additional or supplemental information not contained in the statement to the employee.

The University shall give the Union, or a designated representative, written notification of any disciplinary action taken which involves a disciplinary lay off or discharge, including a copy of any written notification to the employee and letters of reprimand and disciplinary lay off, if any, involved in the decision within five (5) calendar days after the action is taken.

Whenever an employee is suspended from employment pending a decision as to the extent of disciplinary action to be taken, if any, the University shall give the employee and the Union, or a designated representative, written notification of the suspension.

Section C. Suspension

In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, the suspension will be no longer than is necessary to gather sufficient facts to make the decision and in no event shall the suspension last longer than 14 calendar days unless the parties mutually agree to an extension. In the event that the Union refuses to extend the time limit and the University is required to take disciplinary action before it has completed its investigation, the University will take the disciplinary action based on the information available to the University at that time. In such a case new information offered by the employee or the Union, following the decision, will be deemed not relevant in an arbitration hearing.

Section D. Removal from Premises

When an employee is ordered to leave work for disciplinary reasons, the employee's steward shall be notified promptly by the University and, without loss of time or pay, 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 the University premises is necessary, such opportunity to consult need not be afforded. In such a case the University within the shift shall notify the Union of the incident.

Section E. Review Prior to Discharge

The University shall notify the Union, or a designated representative, prior to discharging an employee. Thereafter, and prior to final decision by the University, the Union shall have the opportunity to review the case with the University provided such review is requested by the Union within two (2) calendar days after receipt of notification from the University of such proposed action.

The review shall be held within two (2) calendar days after request by the Union. The employee and the employee's immediate supervisor 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, that the University and the Union may arrange for another mutually agreeable time. In addition, the employee and each representative of the Union, not to exceed two, who loses time from the assigned schedule of work while attending such a review, shall not suffer loss of pay provided the employee and representative receive permission from their immediate supervisor to leave their work and they report back to their immediate supervisor when the review has been completed.

Section F. Prior Incidents

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

Section G. Grievances and Arbitration

It is important that complaints involving disciplinary lay offs or discharges be handled promptly according to

the grievance procedure. Grievances must be filed at step three of the grievance procedure within seventy-two (72) hours from date of receipt of notice by the Union of such lay off or discharge and the University will review and render a decision on the case within seven (7) calendar days following the step three hearing. If a Notice of Intent to Arbitrate is not submitted by the Union in accordance with subparagraph 1. of Section F. of Article XXX within ten (10) calendar days following receipt of a decision by the University, the matter will be considered closed.

If a grievance should be taken to arbitration, and there is a finding of no just cause, the arbitrator shall nullify the disciplinary action taken. If the arbitrator finds there was just cause, the arbitrator may modify the disciplinary action taken only if it was excessive.

ARTICLE XXX GRIEVANCE AND ARBITRATION PROCEDURES

Section A. Definition of a Grievance

A grievance is disagreement, arising under and during the term of this agreement, between an employee and the University concerning (a) the employee's conditions of employment and (b) the application or interpretation of, and the compliance with, the provisions of this agreement provided it is filed in writing within the thirty (30) calendar day period following the day on which the employee had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance.

Section B. Group Grievances

A group grievance is a grievance which concerns more than one employee and involves a common fact situation

and the same provision (s) of the agreement. In such a case it shall be sufficient for one employee to file the grievance on behalf of all named employees. In the event that the group grievance involves employees from more than one department or unit, it may be filed by the Union at step three of the grievance procedure.

Section C. General or Policy Grievances

By mutual agreement of the Chairpersons of the University Review Committee and the bargaining committee, any grievance may begin at step three of the grievance procedure.

Section D. Representation

1. Union

The Union will be represented in the grievance procedure as follows:

- a) There may be one steward and one alternate steward for each Steward District set forth in Appendix H. Each steward and alternate steward shall be a non-probationary employee working in the steward district and on the shift the steward and alternate steward represents. No steward or alternate shall be a member of the bargaining committee. The alternate steward shall only function as a steward when the steward is absent from work.
- b) There will be a bargaining committee of five (5) members who shall be non-probationary employees. The committee shall consist of the Chairperson, President of the Local Union, and three (3) members-at-large, elected in a manner determined by the Union. The University shall also recognize alternate members of the committee who shall function only when the committee person

is absent.

2. University

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

- The immediate supervisor of the aggrieved employee.
- b) The department or unit designee.
- c) The University Review Committee

3. List of Representatives

- a) The Union shall furnish the Chairperson of the University's Review Committee with a list by steward district of the stewards and alternate stewards and members and alternate members of the bargaining committee, the President and the Chairperson. Any change in the list shall be reported promptly in writing by the Union to the chairperson of the University's Review Committee. The University shall not recognize any employee as a steward or alternate steward or member or alternate member of the bargaining committee without such notice.
- b) The University shall furnish the Chairperson of the Union's bargaining committee with a list of its department or unit designees, and their office locations, and the members of the University Review Committee. Any change in the list shall be reported promptly in writing by the University to the Chairperson of the Union's bargaining committee.

Section E. Grievance Procedure

The following procedure shall be the sole and exclusive means for resolving grievances:

Step One

Any employee having a grievance, or one designated member from the employees having a group grievance, may discuss the matter with employee's immediate supervisor. At the employee's option the employee's steward will be called by the immediate supervisor and may be present during, and participate in, the discussion.

If the matter is not resolved through oral discussion, the grievance may be reduced to writing by the employee and the steward on a form provided by the University and filed with the employee's immediate supervisor. Such grievance shall set forth the facts, including dates and the provision(s) of the agreement that are alleged to have been violated, and the remedy desired. However, such grievance may be amended up to and including the third step of the grievance procedure.

The grievance shall be dated and signed by the aggrieved employee and the steward.

Step Two

At the time the grievance is filed, the employee's immediate supervisor shall date and forward it to the department or unit designee and return a copy to the aggrieved employee. Thereafter the department or unit designee shall set a mutually convenient time and place within the five (5) calendar day period following the filing of the grievance to discuss the grievance with the employee and the employee's steward.

The grievance will be answered within the five (5) calendar day period following such a meeting. A copy of the written answer shall be given to the employee, the steward and the Chairperson of the bargaining committee.

Step Three

If the matter is not resolved, the grievance may be appealed by the Union to the University Review Committee provided the appeal is filed within the five (5) calendar day period following receipt of the step two answer by the Chairperson of the bargaining committee.

A meeting will be scheduled at a mutually convenient time and place to discuss the grievance with members of the bargaining committee. Such a meeting shall take place within the ten (10) calendar day period following receipt of the appeal. A representative(s) of the appropriate operating or administrative unit shall be included on the University Review Committee at this meeting. In addition to the bargaining committee members, the Union may have representation of the International Union at the meeting. Within the thirty (30) calendar day period following such a meeting, the Chairperson of the bargaining committee will be given a copy of the written step three answer.

Section F. Arbitration Procedure

1. Notice of Arbitration

Any grievance as defined in Section A of this Article which is not resolved at step three within the thirty (30) calendar day period following the discussion at step three, may be submitted to arbitration only by the Union, provided, however, that written notice of intent to arbitrate must be received by the Chairperson of the University Review Committee within the thirty (30) calendar day period following receipt by the Union of the step three written answer.

Such notice shall identify the grievance and the issue, set forth the provisions of the agreement

involved, and set forth the rationale explaining how the agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the grievance shall not be arbitrable.

The Union shall also forward to the arbitrator a copy of the notice of intent to arbitrate, a copy of the grievance and the University's answer at step two and three. The Union shall send a copy of this communication without enclosures to the Chairperson of the University Review Committee.

2. Selection of Permanent Arbitrator

The arbitrator shall be a person jointly selected by the Union and the University and shall continue to serve only as long as acceptable to both parties.

The party terminating the arbitrator's services shall specify in its notice whether or not it is agreeable to have that arbitrator hear and render decisions in all cases pending before the arbitrator up to the date of termination.

If the party terminating the services of the arbitrator elects not to have the pending cases heard by that arbitrator, the arbitrator shall refer all pending but not heard cases, to the arbitrator's successor, or to any other person the parties may agree upon.

Initially and whenever a vacancy occurs in the office of arbitrator, it shall be filled as follows:

- a) The University and the Union shall attempt to select a mutually agreeable arbitrator.
- b) If an arbitrator is not selected as provided in

 (a) above, within ten (10) calendar days following
 1) the execution date of this agreement, or 2)
 receipt of notice of termination of an arbitrator's

services, the University and the Union shall request the American Arbitration Association, or another agency providing lists of arbitrators to submit a list of seven (7) qualified arbitrators, none of whom may be in the employment of the University. The arbitrator shall then be selected from this list with each party striking a name alternately until one name remains. The first strike shall be determined by a coin flip. If the person selected does not accept appointment, the process shall be repeated.

c) Such appointee shall act as arbitrator until terminated as above provided.

3. Pre-Arbitration Hearing Conference

Upon the fixing of an arbitration hearing date, the University and the representative of the Union who will represent an employee in the arbitration hearing may arrange mutually agreeable terms for a pre-hearing conference, to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.

4. Terms and Conditions of Arbitration

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

- a) Upon receipt of the notice of intent to arbitrate, the grievance and the University's answers at step two and three, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
- b) At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.

- c) Upon the request of either the University or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator, with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
- d) At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
- e) The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A. submitted to the arbitrator consistent with this agreement and considered by the arbitrator in accordance with this agreement.
- f) 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.
- g) The fees and expenses of the arbitrator will be shared equally by the parties.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of, or the compensation for, the representatives of, or the witnesses called by, the other.

h) The arbitrator shall render the decision within thirty (30) days from the hearing date unless an extension is granted mutually by the parties. Copies of the awards shall be mailed as follows:

- 4 copies University
- 1 copy Local 2001
- 2 copies International Representative, Region 1-E
- 1 copy Arbitration Department, UAW 8000 East Jefferson Detroit, Michigan 48214
- i) The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.

Section G. Time Limits

- 1. Any grievance not appealed by the Union within the specified time limits or withdrawn shall be considered settled on the basis of the final answer and not subject to further review, but shall not prejudice the position of the Union with respect to a grievance involving the same issue at that department or unit or any other department or unit of the University. In the event, however, that the Union fails to appeal a grievance to step three within the specified time limit, the grievance may be reinstated for justifiable reason, provided such reinstatement is requested within the fourteen (14) calendar day period following the expiration of the time limit.
- 2. Where multiple grievances involve a similar issue, those grievances, by mutual agreement of the parties, need not be processed pending the disposition of the appeal of a representative case. In such event, those not processed will be without prejudice and will not affect the financial liability.

3. The specified time limits set forth in this Article may be extended by mutual agreement of the parties involved at that step. All extensions shall be in writing and initialed by the parties. Wherever time limits are used in this Article actual receipt or a postmark, if mailed, will control. Calendar Saturday, Sunday and holidays set forth in this agreement shall not be counted in determining time limits at steps one, two and three of the grievance procedure or in the arbitration procedure.

Section H. Liability for Violation

No claims, including claims for back wages by an employee covered by this agreement, or by the Union against the University, shall be valid for a period prior to thirty (30) calendar day period from the date of the matter is brought to the attention of the University. In any case where the arbitrator modifies a penalty, the arbitrator shall exclude from any back wage award the amount of compensation equal to wages which the grievant earned while working at a job the grievant secured subsequent to the disciplinary action; but only for the hours worked by the grievant which coincide with those hours the grievant would have worked had the grievant not been disciplined. The University will exclude, if not paid back, other payments received directly or indirectly from the University, following receipt of the back pay award.

Section I. Work Place Entry

The Local President or International Representative may, upon reasonable notice to the designated representative of the Personnel Office, visit the University whenever necessary to investigate facts relevant to

grievances or for matters of employee health and safety. The Chairperson may accompany the representative. In addition, they may interview employees, one at a time, in possession of facts relevant to the visit. The interview shall be held at a place provided by the University for a reasonable time. Such employees shall not suffer loss of pay.

Section J. Special Conferences

Special conferences for important matters of mutual interest may be arranged between the chairpersons of the bargaining committee and the University Review Committee. Such conferences will not be used to consider matters under consideration in the grievance procedure or to otherwise circumvent the grievance procedure.

Arrangements for such special conferences shall be made in advance by the submission of a written agenda setting forth the nature of the matters to be discussed.

Attendance at such conferences shall be limited to not more than three (3) employees. Such conferences may be attended by International representatives of the Union as well as the President of the local and the Chairperson of the bargaining committee.

Section K. Time Off without Loss of Pay

No steward or alternate steward or member of the bargaining committee may be absent from work except for the purpose of attending conferences as provided in Section J. and handling grievances in the manner provided at the appropriate step of the grievance procedure or as provided in Section I.

Such Union representatives and other employees shall receive permission from their immediate supervisor to leave their work and must report back to their immediate

supervisor when their part in the conference or grievance process has been completed.

Such Union representatives and other employees shall be granted a necessary and reasonable amount of time off from their assigned schedule of work, without loss of pay, while involved in conferences or grievance handling in accordance with the provisions of this Section.

Section L.

The Chairperson of the bargaining committee, upon request of the Local Union and upon at least ten (10) calendar days notice, will be granted full-time off. In such a case the University will nevertheless pay the Chairperson's regular salary each month, including contractual increases, and benefits under Article XXVII in an amount equal to that which the Chairperson would have received had the Chairperson not been granted time off. The Chairperson, however, will not accrue or otherwise receive payments under other provisions of this agreement but that which has already accrued will be maintained. In addition, the absence from work requirements of Section K. shall not apply.

In the event that the President of the Union is granted a leave of absence in accordance with subsection 1. of Section F. of Article XXVI, the absence from work requirements of Section K. shall not apply.

ARTICLE XXXI WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

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

ARTICLE XXXII NOTIFICATION TO MODIFY OR TERMINATE

This agreement shall continue in full force and effect without change to and including August 31, 1976. If either party desires to change, modify or terminate this agreement, it shall, sixty (60) days prior to expiration date, give written notice to the Assistant Director of Personnel or designee or the Local Union Chairperson of the bargaining team of the proposed change, modification or termination. If neither party shall give notice to terminate this agreement as hereinafter provided, the agreement shall continue in effect; however, either party may thereafter give sixty (60) days written notice of desire to change, modify or

terminate. If such notice is given whether to modify amend or terminate, such notice shall have the effect of terminating the entire agreement, on the expiration date, in the same manner as a notice of desire to terminate shall have unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing such amendment.

IN WITNESS THEREOF, the parties hereto have set their hands this lst day of October , 19.75

THE UNIVERSITY OF MICHIGAN

William

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) AND ITS LOCAL 2001

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Pace Morris

DIRECTOR REGION 1-E

APPENDIX A

CLERICAL WAGE SCHEDULE

	Monthly Minimum	Monthly Maximum
C-2	\$493.00	\$ 698.00
C-3	513.00	728.00
C-4	553.00	788.00
C-5	623.00	888.00
C-6	713.00	1,018.00

APPENDIX B

CLERICAL WAGE SCHEDULE

Effective March 1, 1976

	Bi-Weekly Minimum	Bi-Weekly Maximum
C-2	227.54	322.16
C-3	236.77	336.00
C-4	255.23	363.70
C-5	287.54	409.85
C-6	329.08	469.85

APPENDIX C

CLASSIFICATIONS BY PAY GRADE

Pay Grade C-2

Clerk I

Clerk Receptionist I

Library Assistant I

Pay Grade C-3

Account Clerk

Clerk II

Clerk Receptionist II

Clerk Typist

Clinic Clerk

Duplicator Operator

Library Assistant II

Operator

Secretary

Technical Typist

Pay Grade C-4

Sr Account Clerk

Sr Clerk

Sr Clerk Receptionist

Sr Clinic Clerk

Sr Duplicator Operator

Sr Editorial Assistant

Sr Library Assistant

Sr Operator

Sr Recorder

Sr Secretary

Sr Statistical Clerk

Sr Technical Typist

Ward Clerk

Pay Grade C-5

Prin Account Clerk
Prin Clerk
Prin Library Assistant
Prin Operator
Prin Recorder
Prin Secretary
Prin Statistical Clerk

Pay Grade C-6

Admin Clerk
Admin Secretary

APPENDIX D

SENIORITY GROUP

The Seniority Groups are as follows:

- Ann Arbor Campus including all academic and extension service units except
 the schools or Nursing and
 Medicine
- 2) University Hospital facilities including University Health Service and the Schools of Nursing and Medicine
- 3) Dearborn Campus, including Extension Service
- 4) Flint Campus, including Extension Service
- 5) Each other geographic area shall be a separate seniority group.

APPENDIX E

CLASSIFICATION SERIES

Clinic Clerk/Ward Clerk	
Clinic Clerk	C-3
Sr Clinic Clerk	C-4
Ward Clerk	C-4
Account Clerk	
Account Clerk	C-3
Sr Account Clerk	C-4
Prin Account Clerk	C-5
Clerk	
Clerk I	C-2
Clerk Receptionist I	C-2
Clerk II	C-3
Clerk Receptionist II	C-3
Duplicator Operator	C-3
Sr Clerk	C-4
Sr Clerk Receptionist	C-4
Sr Duplicator Operator	C-4
Prin Clerk	C-5
Admin Clerk	C-6
Technical Typist	
Technical Typist	C-3
Sr Technical Typist	C-4
Secretary	
Clerk Typist	C-3
Secretary	C-3
Sr Secretary	C-4
Prin Secretary	C-5
Admin Secretary	C-6
Statistical Clerk	
Sr Statistical Clerk	C-4
Drin Statistical Clark	C-5

(Appendix E continued)

Recorder	
Sr Recorder	C-4
Prin Recorder	C-5
Operator	
Operator	C-3
Sr Operator	C-4
Prin Operator	C-5
Library Assistant	
Library Assistant I	C-2
Library Assistant II	C-3
Sr Library Assistant	C-4
Prin Library Assistant	C-5
Sr Editorial Assistant	C-4

APPENDIX F

PROMOTIONAL OR TRANSFER GROUPS

1. LS & A

Administration, Anthropology, Counseling, Astronomy, Biological Station, Botany, Chemistry, Classical Studies, Computer & Communication Science, Economics, English Language & Literature, Far Eastern Language & Literature, Geography, Geology and Mineralogy, Germanic Languages and Literature, History, History of Art, Journalism, Linguistics-English Language Institute, Language Laboratory, Linguistics Phonetics Laboratory, Mathematics, Near Eastern Studies, Philosophy, Physics, Political Science, Psychology, Residential College, Romance Languages & Literature, Slavic Languages & Literature, Sociology, Population Studies Center, Speech Communication & Theater, Women's Studies Program, Biological Science Group, Zoology, Center for Afro-American Studies, Center for Chinese Studies, Coalition of Learning Skills, Program in Comparative Literature, Center for Japanese Studies. Center for Near East & North African Studies, Program in American Culture, Research on Economic Development Center, Center for Russian and East European Studies, Center for South and Southeast Asian Studies, Asian Studies Program, Center for West European Studies, Museum of Anthropology, Exhibit Museum, Herbarium, Kelsey Museum of Archaeology, Museum of Zoology, Museum of Paleontology, Botanical Gardens, Math Review, .Linguistics

2. Engineering

Administration, Aerospace, Chemical, Civil, Electrical & Computer, Applied Mechanics and Engineering Science, Engineering Summer Conference, Humanities, Industrial and Operations Engineering, Materials & Metallurgical Engineering, Mechanical, Atmospheric & Oceanic Science, Naval Architecture & Marine Engineering, Nuclear Engineering

3. Libraries

Michigan Historical Collections, William L.
Clements Library, Business Administration, Law,
Administration, Administrative Service, Circulation, Selection Office, Photo Duplication Service,
Rare Books and Special Collections, Reference,
State Access Office, Technical Services, Architecture Library, Asia Library, Bureau of
Government Library, Chemistry-Pharmacy Library,
Dentistry Library, Detroit Branch, Education &
Library Extension Service, Engineering-Transportation, Fine Arts, Special Services, Library
Science Library, Medical Center Library, Music,
Natural Science-Natural Resources & Museums,
Physics, Astronomy & Math, North Campus Engineering,
Public Health, Social Work, Undergraduate Library

4. Research-Other

Computing Center, Michigan Memorial Phoenix Project, D.R.D.A., Philological Research, Radiation Control Service

IST

Institute for Environmental Quality, Administration, Biophysics, Great Lakes Division, Sea Grant Program, Highway Safety, Industrial Development,

Merit Computer Network, Great Lakes Resource Management Program

5. Social Work

School of Social Work

I.S.R.

Administration, CRUSK, Group Dynamics, Political Studies, Survey Research Center

Selected Centers & Institutes

Continuing Education for Women, Center for Human Growth and Development, I.L.I.R., I.S.M.R.R.D., Museum of Art, Neuroscience Laboratory, Center for Research Learning and Teaching, Officer Education Program - Air Force, Officer Education Program - Army, Officer Education Program - Navy, Professional Theater Program, Institute of Gerontology.

6. Audio-Visual & Broadcasting

Audio-Visual Education Center, Broadcasting - Television, Broadcasting - Radio

University Relations

University Press, President's Office, Alumni
Association, Alumni Records Office, Information
Service, University Publications, State and Community Relations, University Development Office,
Planning Office, University Planning, University
Architect, Office of Academic Planning & Analysis,
Office of the Vice President of University Relations,
Office of the Vice President for State Relations
Office of the Vice President for Academic Affairs
Ann Arbor Extension Services

Extension Services

7. Dentistry

School of Dentistry

8. Housing

Lawyers Club, University Housing-North Campus, Administration & Counseling, Alice Lloyd, Betsy Barbour-Helen Newberry, Bursley, Couzens Hall, East Quadrangle, Mary Markley, Mosher Jordan, Oxford, South Quadrangle, Stockwell, Vera Baits I, Vera Baits II, West Quadrangle, Martha Cook Student Services

Office of the Vice President for Student Services, Student Publications, Student Services Administration, Counseling, Office of Student Programs, Community Services

9. Business Administration

School of Business Administration, Business Administration-Division of Research, Division of Management Education

Natural Resources & Pharmacy

School of Natural Resources, College of Pharmacy

10. Athletics & Physical Education

Intercollegiate Athletics, Physical Education Physical Properties

Office of Director Physical Properties, Construction Engineering, Plant Extension Director, Engineering Services, Willow Run Airport, Environmental Health & Safety, Plant Director, Key Office, Building Services, Maintenance & Construction, Plant Business Office, Heating & Utilities, Safety Department-Office of Director

Purchasing and Stores

Purchasing and Stores, Laundry, Photographic Services, Printing Services, Chemistry Stores, Food Stores, General Stores, Physics Stores, Property Control & Inventory

Assistant to the Vice President for Business
and Finance

Assistant to the Vice President for Business & Finance, Mail Service, Michigan Union, Michigan League, Parking Operations, Radrick Farms, Telephone Operations, Transportation Services, Office of the Vice President-Chief Financial Officer, Business Operations

11. Education

School of Education, Education Administration,
Bureau of School Services, Teacher Education,
Education Specialists
Music, Art & Architecture
School of Music, School of Art, Architecture &
Urban Planning

12. Public Health

General Administration-Dean's Office, Biostatistics, Health Planning & Administration, Environmental & Industrial Health, Epidemiology, Health Behavior and Health Education, Medical Care Organization, Population Planning, Hospital Administration, Community Health Program

13. Law

Law School, Continuing Legal Education Institute

14. Graduate School

School of Library Science, Institute for Public Policy Studies, Institute for Human Adjustment, Michigan Quarterly Review, Administration

15. Controller-Other

Controller's Office, Cashier, Contract Administration, Gift Receiving, Insurance Office, Staff Benefits Office

Data Systems, Investment, Audits, Analysis and Personnel

Data Systems Center, Investment Office, University Audits, Financial Analysis, Personnel

16. Accounting

Accounting

Payroll

Payroll

17. Academic Affairs-Students

Admissions Office, Evaluation & Exams Division, Registrar's Office, Orientation Office, Scheduling Office, Office of Financial Aids, Opportunity Program, Career Planning and Placement

HOSPITAL

18. Business Operations

Patient Business Accounts, Accounting, Financial Services, Physician Fees

19. Psychiatry

Psychiatry, C.P.H., N.P.I., Psychiatric Nursing

20. Service Unit

Service Unit Administration, Service Unit-Lower Main, Service Unit-Upper Main, Service Unit-Mott/Womens, Clinical Research

21. Administration/Administrative Services

Medical Center Planning, Personnel, Purchasing,
Hospitals, Public Relations, Chaplain, Volunteer
Services, Systems/Procedures, Dietetics Administration, Data Systems, Hospital Diet Production,
Diet Nutrition, Building Services, Central Services,
Hospital Schools, Industrial Engineering, Pharmacy, Physical Plant, Architecture/Interior
Design, Security, Environmental Health, Social
Work

22. Outpatient/Clinical Services

Community Medicine, Dermatology, Endocrinology, Gastro, Cardiology, Simpson Institute, Nuclear Medicine, Renal Clinical, Neurology, Obstetrics/Gynecology, Opthamology, Otorhinolaryngology, Pediatrics/Communicable Diseases, Physical Medicine/Rehabilitation, Surgery (including sub-specialties), Internal Medicine, Outpatient Clerical, Bio-Chemistry Lab, Hypertension, Infectious Disease, Arthritis, Neuro-Science Lab, Pulmonary, Health Service

23. Medical Information Medical Information

24. Patient Services

Radiology, Pathology, Operating Rooms, Anesthesiology, Respiratory Therapy, Nursing Administration, Obstetric Nursing, Pediatric Nursing, Community Health Nursing

25. Medical School/Research/School of Nursing Medical School Administration, School of Nursing, Pharmacology, Anatomy, Biological Chemistry, Human Genetics, Lab Animal Medicine, Physical Medicine/ Speech, Physiology, Post Graduate Medicine, M.H.R.I., Microbiology

APPENDIX G-1

AMOUNT OF INSURANCE

Base Annual Salary	Less than age 40	Age 40 but less than age 50	Age 50 but less than age 65
Less than \$3500	\$ 9,000	\$ 8,000	\$ 6,000
\$3500 but less than \$4500	12,000	10,000	8,000
\$4500 but less than \$5500	15,000	13,000	10,000
\$5500 but less than \$7500	21,000	18,000	14,000
\$7500 but less than \$9500	27,000	23,000	18,000
\$9500 but less than \$11,500	33,000	28,000	22,000
\$11,500 but less than \$13,500	39,000	33,000	26,000

From age 65 to 70, an employee's amount of insurance reduces gradually to \$2,000 in accordance with the Insurance Plan.

APPENDIX G-2

MONTHLY EMPLOYEE CONTRIBUTION

Base Annual Salary	Less than age 30	Age 30 but less than age 40	Age 40 but less than age 50	Age 50 but less than age 65
Less than				
\$3500	\$.90	\$1.35	\$2.40	\$ 2.40
\$3500 but				
less than				
\$4500	1.20	1.80	3.00	3.20
\$4500 but				
less than				
\$5500	1.50	2.25	3.90	4.00
\$5500 but				
less than				
\$7500	2.10	3.15	5.40	5.60
\$7500 but				
less than				
\$9500	2.70	4.05	6.90	7.20
\$9500 but				
less than				
\$11,500	3.30	4.95	8.40	8.80
\$99,500 but				
less than				
\$13,500	3.90	5.85	9.90	10.40

APPENDIX H

STEWARD DISTRICTS

AREA A - Ann Arbor Campus (Excluding Medical Center)

- Al Administrative Services
- A2 Intramural Building, Fletcher, Athletic Administration, Motor Pool/Transportation, Plant Engineering and Annex
- A3 General Stores, Food Stores
- A4 Institute for the Study of Mental Retardation and Related Disabilities
- A5 Audio-Visual Center, Alumni Records, Television Center, Bureau of School Services, Institute of Labor and Industrial Relations
- A6 Student Activities Building
- A7 Center for Research on Economic Development,
 Institute for Gerontology, Center for Continuing
 Education for Women, Extension (Maynard), Michigan
 Daily, Kelsey Museum, Betsy Barbour-Helen Newberry
- A8 Institute for Social Research, City Center Building
- A9 Administration Building, Parking and Publications
- All West Quadrangle, Perry Building, Psychology Corner House, South Quadrangle, Center for Research and Learning
- All Literature, Science and the Arts
- Al2 Michigan Union including the International Center
- Al3 Frieze, Lane Hall, Modern Languages Building
- Al4 Building Services, North Hall, Museums Annex,
 Museums, North University Building
- Al5 Rackham, School of Nursing Annex I, Institute for Human Adjustment, Social Work Center, Psychology Clinic, Neuroscience Building
- Al6 Natural Science, Chemistry, Hill Auditorium, Burton Memorial Tower, Extension (Thayer)

- Al7 Dental Building and Kellogg, Michigan League
- Al8 Oxford, School of Public Health, Couzens, Alice Lloyd, Mosher-Jordan, Stockwell, Mary Markley
- Al9 Angell, Mason Hall, Haven Hall
- A20 Tappan Hall, Art Musum, Undergraduate Library, Clements
- A21 Graduate Library
- A22 West Engineering
- A23 Natural Resources, Gymnasiums, Key Office, Randall, Economics
- A24 East Engineering, Physics-Astronomy Building, C. C. Little, Pharmacy Building
- A25 School of Education Building
- A26 Business Administration, Landscape Architecture, Old Architecture and Design
- A27 Law School and Library, Lawyers Club, Martha Cook
- A28 Church Street Parking, University Towers, Reading Center, Management Education, Trotter House
- A29 Math Review, University Press, Center for Afro-American and African Studies, East Quadrangle
- * One evening steward for Al through A29

AREA B - Medical Center

- Bl Main Hospital, Floors 2 and 3
- B2 Main Hospital, Floor 4
- B3 Main Hospital, Floor 5
- B4 Main Hospital, Floors 6 and 7
- B5 Main Hospital, Floors 8, 9, 10, 11, 12 and 13
- B6 NPI
- B7 North Outpatient and CPH
- B8 Outpatient, Floors 1, 2, 3
- B9 Outpatient, Floor 4
- Blo Outpatient Floors 5, 6 and 7
- Bll Medical Science I and II
- Bl2 Terrace 8 and 9

- Bl3 Mental Health Research Institute, Kresge, Victor Vaughan Building
- Bl4 Riverview, Parkview, Fuller
- Bl5 Women's Hospital, Towsley Center
- Bl6 School of Nursing, Interns Quarters
- Bl7 Mott, Simpson, Bicycle Jim's
- Bl8 Health Services
- * One evening steward for B4 and B5

AREA C - North Campus

- Cl Research Administration
- C2 Bursley, Baits I, Baits II, School of Music, Chrysler, Commons, Architecture and Art
- C3 Computing Center, Printing, Institute of Science and Technology, Library Extension Service, Cooley, Phoenix, Ford Nuclear Reactor, Automotive Engineering, Bentley Library
- C4 Highway Safety Research Institute, Cyclotron, Electric Station, Aeronautical Engineering Laboratory, Research Activities Building, G.G. Brown, Civil Defense, Northwood Housing, Space Research, Property Control, Laundry, Radrick Farms, Botanical Gardens
- * One evening steward

AREA D - Willow Run

Dl Willow Run Airport

AREA E - Detroit

El Detroit Rackham

AREA F - Dearborn Campus

Fl Dearborn Campus

AREA G - Flint Campus

Gl Flint Campus

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