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1 The Regents of the University of Michigan, (hereinafter called the "University" or the "Employer") and Local 547, International Union of Operating Engineers, AFL-CIO, (hereinafter called the "Union"), enter into the following agreement, this day of February 2006, which amends the collective bargaining agreement executed on September 17, 2002, and which collective bargaining agreement, as amended and fully bargained, settles, and contains all matters with respect to wages, benefits, hours and other terms and conditions of employment for the term of the agreement.

**ARTICLE 1**

## RECOGNITION AND DEFINITIONS

### SECTION A. DESCRIPTION OF UNIT

2 Pursuant to and in conformity with the certification issued by The Michigan Labor Mediation Board on November 13, 1967, in Case No. R65H-28 and R91G-171 the University recognizes the Union as the exclusive representative of all employees in the classifications listed in Appendix A which is a part of this Agreement, for the purposes of collective bargaining in respect to wages, hours and other conditions of employment.

### SECTION B. DEFINITIONS

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

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

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

6 Reference to masculine pronouns shall be construed to include the masculine and feminine reference.

## ARTICLE 2

### MANAGEMENT RIGHTS

7 The University retains, solely and exclusively, all its inherent rights, functions, duties and responsibilities as a constitutionally established corporation and as a public Employer with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights may be clearly, expressly, and specifically limited in this Agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties and responsibilities which are solely and exclusively the responsibility of the University, except where clearly, expressly and specifically limited in this Agreement, include, but are not limited to, (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and

determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

### **ARTICLE 3**

#### **NO-STRIKE GUARANTEE**

8 Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, 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, sit-down, 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 and as a continuing obligation. Nothing in this paragraph shall be construed to limit individual participation in picketing, patrolling or demonstrations that are completely and totally unrelated to the employment relationship, provided, however, that such activity does not interfere with the operation of the University.

9 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.

10 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 547,

International Union of Operating Engineers, AFL-CIO: 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.

11 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.

12 Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property or from taking disciplinary action, including discharge, against any employee. Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedures, except for the fact question of whether the employee took part in any action or interference.

13 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 4**

### **NON-DISCRIMINATION**

#### **SECTION A. NON-MEMBERSHIP IN UNION**

14 Neither the Union, its officials, nor its members shall discriminate against, intimidate, coerce, or restrain any University employee with respect to or because of his non-membership in the Union.

#### **SECTION B. MEMBERSHIP OR LAWFUL UNION ACTIVITY**

15 The University shall not discriminate against, restrain, or coerce any employee with respect to or because of his membership or lawful Union activity.

#### **SECTION C. RACE, CREED, COLOR, NATIONAL ORIGIN, AGE, SEX**

16 The University and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, national origin, age or sex, except where age or sex is a bona-fide occupational qualification. In addition; there shall be no discrimination in the application of the provisions of this agreement based on non-relevant mental or physical handicap.

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

#### **SECTION D. HAIR LENGTH OR MANNER OF DRESS**

18 The University shall not discriminate against any employee because of the length of his hair or his manner of dress. Nothing in this section shall be construed to prevent the University from establishing and uniformly administering reasonable dress requirements and safety standards involving both hair and dress, provided however, that dress requirements will be applicable only after they have been posted.

### **ARTICLE 5**

#### **UNION SECURITY**

##### **SECTION A. AGENCY SHOP**

19 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 equivalent to periodic and uniformly required Union dues.

##### **SECTION B. TERMINATION**

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

1. The Union first has notified the employee by letter explaining that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge are tendered within thirty (30) calendar days, he 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 he has not complied with the request. The Union must specify further, when requesting the University to terminate the employee, the following by written notice:

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

#### **SECTION C. INDEMNIFICATION**

21 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.

### **ARTICLE 6**

#### **DUES, AND INITIATION FEE OR SERVICE CHARGE CHECKOFF**

22 During the life of this Agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct voluntary assessments, one month's current and periodic Union dues and the initiation fee, if any, or service charge based upon a uniform dues schedule 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 AND INITIATION FEE OR SERVICE CHARGE**

Name Social Security No.  
(type or print)

Department

I authorize the University to deduct from wages earned or to be earned by me monthly Union dues and initiation fee or service charge \_\_\_\_\_ (check applicable authorizations) or \$\_\_\_\_\_ per month voluntary assessment, to be initiated for checkoff in June and/or December only, commencing June 1999, as certified to the University by the Financial Officer of the Union, and to remit the same to the Union at such time and such manner as may be agreed upon between the University and the Union.

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

This authorization and direction shall be automatically revoked upon my termination of employment with the University.

(Signature of employee)

(Address of employee)

(Date of signing)

(Date of delivery to University)

23 The following certification form shall be used by the Union when certifying membership dues, initiation fee or service charge:



**CERTIFICATION OF FINANCIAL OFFICER  
OF UNION**

I certify that for the (Type or print) membership dues are \$ per , the initiation fee is \$ per or the service charge is \$ per , a voluntary assessment of \$ per month for six months.

Date:

Signature:

Financial Secretary - Union

Date of delivery to the University

24 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; except that the initiation fee, if any, shall be deducted from six (6) consecutive pay checks, provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues and Initiation Fee or Service Charge"; or voluntary assessment and (2) the amount of the monthly membership dues, initiation fee or service charge or voluntary assessment certified by the Financial Secretary of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues, initiation fee or service charge also must be delivered to the University at a place designated by the University, at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective. (See Voluntary Assessment restrictions in paragraph 22)

25 An employee may revoke his "Voluntary Authorization for Deduction of Union Dues, Initiation Fee or Service Charge" or voluntary assessment at any time by written notification to the University on a form provided by the University. Payroll Deductions shall terminate when a revocation has been delivered to the University at least thirty (30) calendar days prior to the last pay day of the calendar month.

26 All sums deducted by the University shall be remitted to the Financial Secretary of the Union at an address given to the University by the Union, once each month by the fifteenth (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 University will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues, Initiation or Service Charge, or voluntary assessment".

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

## ARTICLE 7

### BULLETIN BOARDS

28 The University will permit the Union to use space on existing University bulletin boards designated for such purpose in areas where the Union has employees it represents for the purpose of posting Union notices. Where a glass enclosed, lockable board is provided, the chief steward/stewards will be given a key. Such notices may be posted by the chief steward/stewards in the area he represents and shall be restricted to the following types:

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections, appointments;
4. Results of Union elections;
5. Other material approved by the Personnel Director of the University, or his designated representative.

29 In the event a dispute arises concerning the appropriateness of material posted, the chief steward/stewards will be advised by the Personnel Director of the University, or his designated representative, and the notices will be removed from the bulletin boards until the dispute is resolved.

## ARTICLE 8

### WORK SCHEDULES

#### SECTION A. NORMAL/ALTERNATE SCHEDULES

30 A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid lunch periods, with two consecutive days off. This normal schedule definition also applies to employees assigned to operational relief. However, while it is understood that employees assigned to operational relief may not always receive two consecutive days off, it shall not be instituted in order to avoid proper overtime payment to employees of the bargaining unit. This section shall not be construed as and is not a guarantee of any hours of work per day or per week.

31 Whenever mutually agreed, an alternate schedule of work may consist of shifts exceeding 8 hours per day.

(Also see Memorandum of Understanding-1)

#### SECTION B. ASSIGNING SCHEDULES

32 Assigning schedules of work to employees, other than those assigned as operational relief, shall be consistent with the following requirements:

1. Such employee will be assigned schedules of work on a weekly basis.
2. Changes in starting times of one-half hour or less shall not be considered a change in an assigned schedule of work for an employee on maintenance, provided all of the employees assigned as operational relief have been assigned to operational work.
3. Such employees will be given notice of their schedules of work at least by the Friday before the Sunday preceding the Sunday on which the weekly schedule of work begins.
4. While the University does not intend to make changes in an assigned weekly schedule of work, the following may be cause for changing an employee's weekly schedule of work:

A. Temporary work situations caused by abnormal and unforeseen events other than employee absences, and

B. Employees absences which reasonably can be expected to exceed one work day, and

C. An employee absence resulting from application of Section G. of Article 21.

When an employee's weekly schedule of work is changed for an employee absence which did not exceed one work day and it was not reasonable to

expect the absence to exceed one work day, the employee whose schedule was changed shall receive the pay he would have received if he had worked his assigned schedule, and, in addition, pay computed at two times his hourly rate for actual time, not to exceed eight (8) hours worked. In order to receive the pay for the time not worked, however, he must actually work a full shift on the changed schedule, provided the University permits him to work his scheduled hours of work for that shift.

5. Before making such a change at the Huron Street Plant, however, the University will reschedule employees assigned as operational relief unless already assigned to operational work.

6. When a schedule change is made because of an employee absence and it is not possible to return to the original schedule without overstaffing or overtime pay resulting, the University may schedule the employee on his return from absence in a manner consistent with its work requirements until employees can be returned to their original schedules.

7. Any employee's schedule of work may be changed at any time, but only if he consents, if the schedule change is occasioned by a request for unposted vacation.

8. Employees may exchange schedules of work, in whole or in part, provided the changes are approved by the University. If the exchange requested is for more than one week, it must be approved by the Union as well.

### **SECTION C. LUNCH PERIODS**

33 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) minutes or more shall be non-paid. It is understood that an employee will take his unpaid lunch period as scheduled by the University unless he receives prior approval

from his supervisor to have his unpaid lunch period at another time. Presently, this unpaid lunch period is from 12 noon until 12:30 p.m. Employees who are not scheduled for non-paid lunch periods will be permitted to lunch during working hours provided such lunching does not interfere with work or the orderly and efficient operation of the University.

#### **SECTION D. REST PERIODS**

34 Except for employees when assigned to operational work at fixed duty stations, there may be a rest period when work can be interrupted which shall be taken at a time and place and in a manner determined by an employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

#### **SECTION E. REPORTING LOCATION/TIME AND PAY DOCKING**

35 All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their work site and continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor. When an employee has his pay docked for coming to work late or leaving early, the docking will be in tenth of an hour units. Three (3) minutes or more shall be considered a tenth of an hour.

### **ARTICLE 9**

#### **OVERTIME**

##### **SECTION A. OVERTIME PAY**

36 Overtime pay computed at one and one-half times the employee's hourly rate, including all applicable premiums, will be paid for actual time worked:

1. In excess of eight (8) hours in a day;
2. In excess of forty (40) hours in a week;

3. On a shift which starts before the employee has had eight (8) hours off since his previous shift, except in the case of an employee assigned as operational relief in which case it shall be seven (7) hours;
4. On a scheduled day off if the employee fully works each of his scheduled work days in the week, or otherwise has been excused and paid for absences, except as such day off may be changed as provided in Section B of Article 8 in which case the rescheduled day or days off shall be subject to overtime pay as provided by this paragraph;
5. On the fifth scheduled workday in a week in which a holiday falls on an employee's scheduled day off, if the employee fully works each of his scheduled work days in the week, or otherwise has been excused and paid for absences. This same provision shall apply to the fourth scheduled work day in a week as well, if holidays fall on both of the employee's scheduled days off or, if one holiday falls on an employee's scheduled day off and the other falls on his fifth scheduled work day;
6. Before or after scheduled or quitting time if the employee fully works his shift, or otherwise has been excused and paid for absence during his shift.
7. Whenever mutually agreed an alternate schedule of work can consist of shifts exceeding eight (8) hours per day. In such cases, regardless of whatever else may be mutually agreed to, any employee (s) involved in such an alternate schedule(s) shall not be eligible for the daily overtime premium provided in number 1. above until time worked exceeds however many hours their daily shift consists of.

## **SECTION B. PYRAMIDING**

37 Overtime pay shall not be pyramided, compounded or paid twice for the same time worked.

## **SECTION C. SCHEDULING**

38 If scheduled to work overtime an employee will do so unless he is excused. The University will endeavor to give employees advance notice of overtime assignments when practicable under the circumstances. The University will generally provide at least forty-eight (48) hours advance notice of an overtime assignment whenever practicable and the

need to schedule and perform the work on an overtime basis is known to the University before the forty-eight (48) hour period of time, provided, however, that nothing shall preclude the University from assigning overtime work to employees at any time and without the forty-eight (48) hour notice. An employee will not be transferred to a classification assigned to a higher pay grade for the purpose of avoiding overtime. An employee excused from work in accordance with the provisions of Article 21 (Sickness or Injury Disability Income) or Article 23 (Vacations) will not be scheduled to work overtime until he has returned to work and worked, provided however that an employee on vacation may be scheduled if he requested to be considered available for overtime assignment prior to taking vacation.

#### **SECTION D. DISTRIBUTION**

39 Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same classification within the same unit of distribution based on their relative position on the overtime record except that no employee need be assigned more than eight (8) continuous hours of overtime. It shall not be necessary to call in an employee to work rather than extend the shift of an employee already at work when at the time of the shift extension it is reasonable to expect that the extension will not last for a full eight (8) hour shift.

40 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, except that an employee will not be charged with overtime when he is excused because of attendance at a wedding, funeral, or the death of an individual set forth in Article 24, or when called on a vacation day, or regularly scheduled days off immediately preceding or following a vacation day. A chief steward/stewards or assistant steward will not be charged with overtime when he is excused because of official Union business.

41 New employees, employees returning from a leave of absence or layoff and employees transferred into a new unit of distribution will be charged with the highest number of overtime hours then worked by an employee in the same classification in the unit of distribution.

42 An employee who is continuously absent from work for one month or more, for whatever the reason, except scheduled vacations, shall be charged for overtime in the same amount as the employee who was the next lowest on the overtime record at the time the employee's absence began, except the employee

shall not be charged for any overtime charged to that employee during the first month of the employee's absence.

43 Any inequitable distribution will be rectified in the future scheduling of overtime.

44 An overtime record shall be maintained for each unit of distribution and posted as soon as practicable, but in any event within ninety-six (96) hours after any overtime is worked. The overtime record for each unit of distribution will run continuously.

**(Also see Memorandum of Understanding-3)**

45 Flint, Dearborn and the following groupings in Ann Arbor shall be separate units of distribution:

1. Huron Street Plant Operations.
2. Huron Street Plant Maintenance.
3. Hoover Street Operators and other employees working on the Hoover Street circuit.
4. Hospital
5. Utility Systems Technicians - Hospital
6. Utility Systems Technicians - Ann Arbor Campus

46 Nothing in this section shall be construed so as to prevent employees in one unit of distribution from being assigned work on an overtime basis in another unit of distribution provided all employees in the latter unit of distribution have been offered or assigned overtime. Neither shall anything in this section be construed so as to prevent employees in one unit of distribution from being assigned work on a straight-time basis in another unit of distribution.

**SECTION E. DEFINITIONS**

47 For the purposes of this Article and the computation of overtime pay the following shall apply:

1. "Day" means the twenty-four (24) consecutive hours period beginning between 11:00 p.m. and 12 midnight, depending on the respective operations' normal shift(s) starting times in Ann Arbor, Flint and Dearborn.

2. "Week" means seven (7) consecutive days beginning between 11:00 p.m. Saturday and 12 midnight between Saturday and Sunday, depending on the respective operations' normal shift(s) starting times in Ann Arbor,



Flint and Dearborn.

## ARTICLE 10

### CLASSIFICATIONS AND WAGES

#### SECTION A. WAGE SCHEDULE

48 Wages shall be paid in accordance with the wage schedule as set forth in Appendix B, provided, however, an employee assigned to a classification will progress from one step to the next only if his performance is satisfactory. An employee's performance will be presumed satisfactory unless he is notified to the contrary in writing by the University.

#### SECTION B. NEW, CHANGED, OR ELIMINATED CLASSIFICATIONS

49 The University retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades therefore provided, however, the classifications and the pay grades therefore, set forth in Appendix A, and new or changed classifications which may be placed in Appendix A, shall remain in effect during the term of this Agreement unless the job content of a new classification is substantially changed.

50 In the event a new classification is established or an existing classification is changed, the University shall place it in an existing pay grade in the wage schedule, or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications. If a new pay grade is established, it shall be structured to maintain the hourly rate differential between the lowest two pay grades or the highest two pay grades, in the wage schedule, as the case may be, unless otherwise mutually agreed to by the Union and the University.

#### SECTION C. PROCEDURE FOR ESTABLISHMENT OF NEW OR CHANGED CLASSIFICATIONS AND PLACEMENT IN THE WAGE SCHEDULE

51 The following procedure will be followed whenever a new or changed classification is placed in the wage schedule as provided in Section B:

1. The University shall provide the Union with a written classification description of the new or changed classification which

shall describe the job content sufficiently to identify the classification.

2. Upon receipt of the University's description, a reasonable number of Union officials may meet with representatives of the University to discuss the new or changed classification and the placement in the wage schedule.

3. If there is a disagreement with the placement in the wage schedule, a grievance concerning compliance with Section B of this Article may be processed through the grievance and arbitration procedures, provided it is submitted in writing at step two of the grievance procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the University. If such a grievance is processed through the arbitration procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether placement in the wage schedule has been made in accordance with Section B of this Article.

## ARTICLE 11

### SHIFT AND RELIEF PREMIUMS

1. A shift premium of one dollar and twenty-five cents (\$1.25) per hour worked shall be paid for actual time worked to any employee who starts work on or after 12 noon and before 4:00 a.m. This shift premium will also be paid to an employee for all paid time off, provided the employee would have been eligible for this premium had he actually worked. Increases in this premium shall occur as follows:

Effective November 19, 2006 - (\$1.30)

Effective November 18, 2007 - (\$1.35)

Effective November 16, 2008 - (\$1.40)

53 An employee who works beyond his scheduled hours shall continue to receive the shift premium, if any determined by his starting time, except if he works four (4) or more hours beyond his scheduled hours, he shall be paid the shift premium for those four (4) or more hours.

54 An employee who would start work on or after 12 noon and before 4:00 a.m., except that he is called to start before 12 noon will receive the shift premium for those hours prior to 12 noon. He will also receive the shift premium for his regular shift provided he is

scheduled and works four (4) or more hours into that shift.

55 A premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid for actual time worked to an employee, during the period of time he is assigned as operational relief and subject to schedule of work changes without notice. This operational relief premium will also be paid to an employee for all paid time off, provided he would have been eligible for this premium had he actually worked. When an employee receives this premium, he shall not receive a shift premium. Increases in this premium shall occur as follows:

- Effective November 19, 2006 - (\$1.30)
- Effective November 18, 2007 - (\$1.35)
- Effective November 16, 2008 - (\$1.40)

**ARTICLE 12**

**CALL BACK PAY**

56 An employee who returns to work because of a call back to work after he has left the University premises upon completion of his assigned schedule of work shall receive the overtime pay as set forth in Section A of Article 9 for the time worked or a minimum of four (4) hours pay at his hourly rate, including all applicable premiums, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously, except for a lunch period, into their shift, provided the University permits him to work his scheduled hours of work for that day. To the extent that an employee is paid pursuant to this Article, he shall not be paid overtime under Section A of Article 9 for the same time worked.

**ARTICLE 13**

**REPORTING PAY**

57 A full-time employee who reports to work at his scheduled starting time when he has not been notified that no work is available shall be paid his hourly rate, including all applicable premiums, for any portion of the first four (4) hour period during which no work is offered by the University. Such payment will not be payable if no work is available because of conditions beyond the control of the University, or

if the employee fails to receive notice not to report through his own fault.

## ARTICLE 14

### RATES OF PAY ON TRANSFER

58 When an employee is promoted, his hourly rate shall be the starting rate for the classification, except when an employee who has successfully completed a minimum of six (6) months of training in a "designee" classification is promoted, his hourly rate shall be the base rate for his classification.

59 When an employee is transferred from one classification to another classification in the same pay grade, his hourly rate shall remain the same. If he is not at the top step of rate progression, he will continue to progress as if he had not been transferred.

60 When an employee is transferred to a classification in a lower pay grade, his hourly rate shall be the top step of the lower pay grade.

61 When an employee is transferred on a temporary basis to a classification in a higher pay grade for a four (4) hour period or more, his hourly rate shall be the starting rate for that classification during the period of his transfer.

62 When an employee is transferred on a temporary basis to a classification in a lower pay grade, his hourly rate shall be maintained.

63 When an employee is identified to the Union as in training for a classification in a higher pay grade, he will be promoted or transferred as the case may be, to the appropriate interim "designee" classification. His hourly rate shall be the starting rate for the classification and after successful completion of six (6) months training, his hourly rate shall be the base rate for the "designee" classification. In addition and notwithstanding the provisions of paragraph 61, it is understood that an employee in a "designee" classification may be assigned to work independently at various tasks and intervals in the classification for which he is being trained but not to exceed 250 hours during the six (6) month period, and then a maximum of 1,040 hours in any twelve (12) month period thereafter.

## **ARTICLE 15**

### **SENIORITY DEFINITIONS AND LOSS OF SENIORITY**

#### **SECTION A. DEFINITIONS**

64 For the purposes of this Agreement the following definitions shall apply:

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

2. "Unit Seniority" means length of continuous service in the unit beginning with the latest date of hiring or transfer into the bargaining unit.

3. "Group Seniority" means length of continuous service in the seniority group beginning with the latest date of hiring or transfer into the seniority group.

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

- A. Ann Arbor
- B. Flint
- C. Dearborn
- D. Hospital
- E. Utility Systems Technicians - Hospital
- F. Utility Systems Technicians - Ann Arbor Campus

Each of these locations shall be a separate seniority group. Should other locations, facilities, or departments be acquired or established, the seniority group status shall be determined by the University on the basis of location, the similarity or dissimilarity of the work and work schedules in comparison with the work and work schedules of a then existing seniority group and the convenience of the interchange of employees with a then existing seniority group. If there is a disagreement with determination of the seniority group status, a grievance concerning compliance with this paragraph may be processed through the grievance and arbitration procedures, provided it is submitted in writing at step two of the grievance procedure within seven (7) calendar days after the Union has been notified of the determination.

5. "Classification Seniority" means length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification, provided, however, an employee also shall accrue classification seniority in all classifications assigned to lower or the same pay grades in his seniority group in which he had previously been assigned. An employee who is transferred to a classification in a lower pay grade shall forfeit classification seniority in all classifications above the classification to which he is transferred.

6. "Plant Classification Seniority" means classification seniority within a plant beginning with the latest date of hiring or transfer into the plant.

7. "Plant" means each of the following facilities or locations:

- A. Huron Street Facility
- B. Hoover Street and the Circuit
- C. Flint
- D. Dearborn
- E. Hospital
- F. Utility System Technicians - Hospital
- G. Utility System Technicians - Ann Arbor Campus

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

9. An employee who was promoted or transferred prior to the execution date of this Agreement, to any position with the University with supervisory authority over employees in the bargaining unit shall continue to accrue classification seniority, as long as he remains in the employment of the University. An employee who is promoted or transferred, on or after the execution date of this Agreement, to any position with the University with supervisory authority over employees in the bargaining unit, shall continue to accrue classification seniority for the following six (6) months and thereafter shall retain such classification seniority as long as he remains in the employment of the University. An employee who is, or was in the past, promoted or transferred to any other position with the University shall retain classification seniority for one (1) year only, unless the promotion or transfer occurred while the employee was laid off, in which case subparagraph 5. of Section B of this Article shall apply. In the event that such an employee with classification

seniority is returned to the unit, placement in a classification in the unit shall be in an open position and based on classification seniority, except that the employee who was laid off shall be returned in accordance with Section B of Article 18.

#### **SECTION B. LOSS OF SENIORITY**

65 An employee shall lose his status as an employee and his seniority if:

1. He resigns or quits;
  
2. He is discharged or terminated (unless reversed through the grievance or arbitration procedures);
  
3. He retires;
  
4. He does not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the University Personnel Office. An employee who changes address must notify the University of the change. The University will give the employee a receipt for this notice;
  
5. He has been on layoff for a period of time equal to his unit seniority at the time of his layoff or two (2) years, whichever is lesser; or



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

66 A grievance involving compliance with this section shall begin at step two of the grievance procedure, and may be processed through the grievance and arbitration procedures only by an employee who has lost his status as an employee and his seniority, provided it is submitted in writing at step two of the grievance procedure within seventy-two (72) hours after the facts have occurred giving rise to his grievance.

## **ARTICLE 16**

### **SENIORITY LIST**

67 The University shall prepare and maintain a list of all employees which shall show the names, classification title, University seniority date, classification seniority date, department, home address and other job related information pertinent to the Union's representation responsibilities. This list will be in spreadsheet form where the information can be manipulated, and will be electronically sent to the Union on a monthly basis. The list shall be deemed correct as to an employee's University and classification seniority dates, unless the University is notified in writing by the Chief Steward to the contrary within thirty (30) calendar days after the list is sent to the Union.

68 The Union shall retain the employee list information in confidence and disclose it only to those officials of the Union whose union duties require them to have such information.

## **ARTICLE 17**

## **PROBATIONARY EMPLOYEES**

### **SECTION A. DEFINITION**

69 An employee is a "probationary employee" for the employee's first six (6) calendar months of employment at the University or for the first six (6) calendar months following transfer into the bargaining unit.

E-A Boiler Operator Trainee

- First 6 months of Employment

E-1 & E-2 All Classifications

- First 820 actual hours of work within a period of six consecutive months

All Other Classifications

- First 500 actual hours of work within a period of six consecutive months

### **SECTION B. SENIORITY**

70 A probationary employee shall have no seniority, except University seniority, until he has completed his probationary period. Upon the completion of his probationary period, he shall acquire unit, group, classification and plant classification seniority and be entered on the seniority list with the date of his first day of work following completion of his probationary period.

### **SECTION C. DISCIPLINE, LAYOFF AND TERMINATION**

71 Probationary employees may be disciplined or laid off or terminated with or without cause and no matter concerning Section C. of this Article shall be subject to the grievance and arbitration procedures.

## ARTICLE 18

### LAYOFF AND RECALL PROCEDURES

#### SECTION A. LAYOFF PROCEDURE

72 When an employee is to be laid off, the following layoff procedure shall apply:

1. Layoffs shall be by and from each seniority group;
2. The employee with the least classification seniority in a classification that is affected shall be removed from the classification first, provided that the employees remaining in the classification have the ability to do the work available; and
3. Such removed employee shall be transferred, conditioned upon ability to do the work, to replace an employee with less classification seniority in a classification assigned to the same or next lower pay grade in his seniority group. If there is no such employee in a classification assigned to the next lower pay grade in his seniority group, this procedure shall be applied to classifications assigned to each succeeding next lower pay grade in his seniority group until the appropriate employee is laid off.

#### SECTION B. RECALL PROCEDURE

73 When an employee is to be recalled to work from layoff, or there is to be a return to a classification from which an employee was removed as a result of a layoff, the reverse application of the layoff procedure shall be applied before hiring or making a promotion.

#### SECTION C. SENIORITY PREFERENCE

74 For the purposes of this Article, the chief steward/stewards shall have classification seniority preference over all the employees in his seniority group, conditioned upon his ability to do the work.

#### SECTION D. DEFINITIONS

75 1. For the purpose of this Article, ability to do the work means

physical fitness, previous competent and efficient performance and other current knowledge which together indicate with reasonable certainty that the work in question will be performed competently and efficiently.

2. Notwithstanding subparagraphs 5 and 6 of Section A. of Article 15, an employee affected by the application of this Article shall continue to accrue classification seniority and plant classification seniority in all classifications to which he was previously assigned.

#### **SECTION E. LIABILITY**

76 A grievance involving compliance with this Article shall begin at step two of the grievance procedure, provided it is submitted in writing at step two of the grievance procedure within seven (7) calendar days after the facts have occurred giving rise to the grievance.

77 Liability of the University for failure to apply correctly any provisions of this Article, shall commence not earlier than the date of submitting the written grievance alleging such violation at step two of the grievance procedure, provided the chief steward/steward of the affected employee and the Union's main office have received notice prior to the effective date of the layoff or recall or the affected employee otherwise has sufficient knowledge of the facts to make a claim.

### **ARTICLE 19**

#### **PROMOTIONS AND TRANSFERS**

##### **SECTION A. PROMOTION PROCEDURE**

78 The factors in making a promotion shall be qualifications and plant classification seniority. Qualifications shall include a review of the employee's work record, other knowledge made known to the University regarding qualifications, physical capacity, predeveloped skills, knowledge and understanding of procedures and equipment, attention to duty and work habits. When it is determined that qualifications have been met, plant classification seniority of employees assigned to a classification in the next lower pay grade shall be the determining factor. Thereafter plant classification seniority of employees in classifications assigned to each next succeeding lower pay grade shall be considered in the same

manner. If none of the employees in a plant are promoted, then other employees in the seniority group shall be considered in the same manner.

79 A "promotion" is defined as the transfer of an employee to a regular opening in a classification assigned to a same or higher pay grade within his own seniority group. A regular opening is an opening which the University knew in advance would exist for more than three (3) consecutive months, but shall not include any opening which is filled by an employee assigned as operational relief, regardless of duration. An employee assigned to the classification, Boiler Operator, who is regularly performing, or has performed continuously for one year or more, operational work in the Huron Street plant shall be considered for promotion in operational work in that plant prior to considering other Boiler Operators.

80 Prior to making a promotion, a regular opening will be posted in a plant for five (5) calendar days, except when a "designee" or an employee with the most plant classification seniority assigned to the next lower pay grade in that plant is promoted. In addition, the regular opening need not be posted when each next employee with the most plant classification seniority assigned to the next lower pay grade in that plant does not accept the promotion and the employee with the next most seniority is promoted. Non-acceptance of a promotion shall be in writing. When there is a regular opening in a plant, concurrent with posting on main campus and University Hospital, notification of the vacancy will be forwarded to the Flint and Dearborn campuses for posting. Any interested employee may submit bids to the respective Employment Office.

81 A promotion may be questioned through the grievance and arbitration procedures, but only by an employee in the seniority group in which the opening occurs who has bid during the posting period on a form provided by the University that he be considered for promotion to the classification in question and either (1) has greater plant classification seniority, or (2) is assigned to a classification in a same or higher pay grade than the employee selected for the promotion.

## **SECTION B. PROMOTIONAL TRAINING**

82 In the event that the University selects an employee to be a "designee" and be trained so the employee may become qualified for a promotional opportunity within a "Plant" (reference paragraph 64-7), an employee other than a "designee" with the most plant classification seniority assigned to the same or next lower pay grade in the "plant"

shall be selected. An employee in the Huron Street plant shall have satisfactory experience as a Turbine Operator prior to selection as a "designee" for training for Operating Engineer. An employee selected for training may reject the opportunity in writing. In such a case the employee other than a "designee" with the next most seniority shall be selected. An employee who rejects such training will be eligible for selection again in accordance with these provisions.

83 An employee accepting the "designee" status and the opportunity to be trained shall do so in writing. Notwithstanding any other provision of this Article, this acceptance confirms that the employee will be promoted to a regular opening in the classification for which he is being trained, provided qualifications have been met. The "designee" employee may not reject the promotion without the consent of the University.

84 An employee who has been selected for training and does not successfully complete the training need not be selected for training again, unless the employee at his own initiative and expense, demonstrates that he is competent to be reconsidered by attending and successfully completing related educational and vocational training program. An employee who does not successfully complete the training shall be returned to his former classification and pay grade.

85 It is understood that "operations"; "instrument and control repair"; and "powerhouse repair maintenance" each, constitutes a separate and distinct series of promotional training opportunities. An employee who is selected and accepts training in one series need not be considered for promotion or training in the other series for a period of six (6) years following his latest acceptance of training within a series.

### **SECTION C. VOLUNTARY DEMOTIONAL TRANSFERS**

86 An employee who no longer desires to continue in a classification may request in writing, a transfer to a classification assigned to a lower pay grade within his seniority group. The University shall transfer the employee to any such classification, for which an opening exists and for which he has the qualifications and ability to do the work. The transfer will be made at a time and in a manner which will not affect the efficient operation of the University. In addition, the employee need not be considered for promotion to the classification from which he transferred for a period of three (3) years, or to any other classification or training for a period of two

(2) years from the date of transfer.

#### **SECTION D. PROMOTION AND TRANSFERS**

87 For the purposes of shift selection and promotion only, an employee who is transferred from one classification to another classification in the same pay grade shall only have "seniority" based on continuous service in the new classification beginning with the date of transfer.

### **ARTICLE 20**

#### **SHIFT PREFERENCE**

88 In the event of a regular opening on a shift or a shift rotation schedule, the University will consider the classification seniority of those employees who have made their preference known to the University. The assignment to a shift or a shift rotation schedule should not impair the efficient operation of the University and, therefore, it is understood that seniority alone cannot be the sole determining factor in making the assignment. At the request of an employee who has made his preference known and who has more classification seniority than the employee who

was assigned to the regular opening, the University will explain its reasons to the employee and the Union in writing.

### **ARTICLE 21**

#### **SICKNESS OR INJURY DISABILITY INCOME**

##### **SECTION A. ELIGIBILITY**

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

1. Intentionally self-inflicted;
2. Participating in any criminal act;

3. Participating in a riot or civil commotion;
4. Working for an employer other than the University;
5. During a layoff, leave of absence, or disciplinary layoff
6. Following a termination date that was determined prior to occurrence of the disability; or
7. During a vacation, except when hospitalized.

90 During each calendar year an employee who has received thirty-two (32) hours of disability income, or has three (3) occurrences of disability absence (excluding Family Care Time, Preventative Medical/Dental Care and Pre-Scheduled Time) whichever comes first, which is unsubstantiated by an acceptable physician's statement or other evidence of disability acceptable to the University may, at the department's discretion, be required to attend a Sick Time Conference with the employee's chief steward/steward, immediate supervisor, the Union Business Manager and a Representative of the Employee Relations Office.

A Sick Time Conference may also be held for an employee whose combined sick time usage, substantiated and/or unsubstantiated, raises concern of possible sick time abuse.

Although not limited to the following, information discussed at a Sick Time Conference shall be of the type:

1. Time lost from work due to personal sickness or injury, including frequency, duration, cause or legitimacy of absences.
2. Physician's evaluation(s), including any concerns of their validity and integrity.
3. Ability of employee to meet employment obligation of regular and reasonable attendance;
4. Consequences of frequent and/or recurrent absences from work.
5. Light duty and alternate employment options.

91 Following a Sick Time Conference the University may require the



employee to provide an acceptable physician's statement or other evidence of disability acceptable to the University to be eligible for future Sick Time Pay. In addition, the University may subject the employee to a waiting period before being eligible for future Sick Time Pay. This waiting period is defined as the first and third days of each disability absence, (excluding Family Care Time, Preventative Medical/ Dental Care, Pre-Scheduled Time, or if an employee is hospitalized on the first day of absence or directed to go home by the University because of a job related injury which occurs at work and is reported to supervision at the time of injury) for however many hours each day they are regularly scheduled, considering alternate shifts and part-time employees. The employee and Union will be notified in writing if either or both of the above requirements are imposed. Such requirement(s) shall remain in effect for at least nine (9) months, after which at the request of the employee, the University will review the employee's sick time record since the Sick Time Conference to determine if the requirement(s) shall remain in effect or be cancelled. Subsequent review requests will not be made unless at least three (3) months has lapsed since the prior request. In the event the Union charges the University has acted in a discriminatory, capricious or arbitrary manner, they may grieve the issue directly to Step Two of the grievance procedure.

**SECTION B. HOURS OF DISABILITY INCOME PAYABLE**

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

93 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. SCHEDULE OF MAXIMUMS**

94

	Maximum Hours Of Disability Income
University Seniority	
First year	96

Over one through two years	192
Over two through three years	288
Over three through four years	384
Over four through five years	480
Over five through six years	576
Over six through seven years	672
Over seven through eight years	768
Over eight years	800

**SECTION D. PART-TIME EMPLOYEE**

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

**SECTION E. DETERMINATION OF DISABILITY INCOME**

96 Except as otherwise limited by this Article, the amount of disability income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a day nor forty (40) in a week, of time lost from work because of the disability times the employee's hourly rate, including all applicable premiums, at the time the disability occurs. In addition, no loss of time Worker's Compensation benefit (including any dependency allowance) will be paid to an eligible employee until all disability income payable to the eligible employee has been used.

**SECTION F. NOTICE AND PROOF OF DISABILITY**

97 No disability income shall be payable to an employee unless his department head is notified of the nature of the disability and the probable duration thereof as soon as possible, but in no event later than the beginning of his shift, except when the failure to notify is due to circumstances beyond the control of the employee.

98 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:

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

99 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 physician's 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.

100 In no case shall disability income be payable to an employee who is absent in total, or in part, from his regular schedule when that employee worked any of the eight (8) hour period immediately preceding his regular schedule, unless the employee reports directly to a medical facility approved by the University and the inability to work is substantiated. If not substantiated, the employee shall report back to work, not be paid for time lost, pay for the cost of the examination and be subject to disciplinary action. The University may release an employee from this requirement, but only before the employee leaves work.

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

#### **SECTION G. PREVENTIVE MEDICAL AND DENTAL CARE**

102 Preventive medical/dental care appointments should be scheduled outside of working hours, or if that's not possible at the beginning or end of the employee's shift whenever possible. The parties agree to work together to ensure proper shift coverage and avoid the payment of overtime resultant from preventive medical/dental care appointments whenever possible. If it is necessary to schedule a preventive medical or dental care appointment during working hours an employee will be granted paid time off for such an appointment provided the employee gives his supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor and the probable duration of the absence. A series

of appointments may be included in the same notice. 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.

**(Also see Memorandum of Understanding-2)**

#### **SECTION H. PRE-SCHEDULED TIME**

103 Pre-scheduled time for medical related appointments that are not covered under preventive medical/dental appointments in Section G above should be scheduled outside of working hours, or if that's not possible at the beginning or end of the employee's shift whenever possible. The parties agree to work together to ensure proper shift coverage and avoid the payment of overtime resultant from pre-scheduled time appointments whenever possible. If it is necessary to schedule a pre-scheduled time appointment during working hours an employee will be granted paid time off for such an appointment provided the employee gives his supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor and the probable duration of the absence. A series of appointments may be included in the same notice. Notwithstanding the fact that such an absence is not the result of a disability within the meaning of this Article, the provisions of this Article shall apply.

#### **SECTION I. FAMILY CARE TIME**

104 Full time employees may use up to forty-eight (48) hours of disability income each calendar year to care for family members who are incapacitated, ill or injured. Part-time employees shall be eligible for family care time off on a pro rata basis which is directly proportionate to their appointment fraction. The definition of "family member" shall be the staff member's spouse or a domestic partner with whom the employee shares living accommodations and expenses; or, without regard to their place of residence, it may also include the child, sibling, parent, grandparent or other related individual whose

care is the responsibility of the staff member, spouse, or domestic partner.

#### **SECTION J. DISCIPLINARY ACTION FOR ABUSE**

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

#### **SECTION K. RETURN FROM EXTENDED ABSENCE**

106 An employee returning from an extended absence covered by this Article, whose position has been filled as a regular opening in accordance with Article 19, will be placed in his former position unless the University's or the employee's circumstances have so changed as to make it impossible to do so. Employees affected by this return shall be placed or laid off in accordance with the provision of Article 18.

### **ARTICLE 22**

#### **HOLIDAYS**

##### **SECTION A. DESIGNATED HOLIDAYS**

107 The paid holidays shall be as follows:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. The day after Thanksgiving Day
7. Easter Sunday
8. Christmas Day
9. December 24th

10. December 31 st

108 An employee may substitute up to three (3) commonly recognized religious or U.S. National holidays of the employee's own choice for any of the holidays designated above, within any July 1 to June 30 period, provided written notification of substitution is given to an employee's supervisor on or before July 1 and 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. If work is provided on a holiday designated above, the provisions of Section E shall not apply.

#### **SECTION B. OBSERVANCE DEFINITION**

109 The holiday shall be the calendar day on which each holiday falls, except that the holiday shall be the twenty-four (24) consecutive hour period beginning between 11:00 p.m. and 12 midnight, depending on the respective operations' normal shift(s) starting times in Ann Arbor, Flint and Dearborn, the day before the calendar day on which each holiday falls.

#### **SECTION C. ELIGIBILITY**

110 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at his hourly rate, including all applicable premiums, for the holiday provided the employee meets the following eligibility requirements.

111 He works his last regularly scheduled work day prior to and his first regularly scheduled work day following the holiday, unless his failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article 21, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligations.

#### **SECTION D. PART-TIME EMPLOYEES**

112 Each part-time employee normally scheduled to work twenty (20) or more hours per week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C shall receive pay for the holiday determined by multiplying his hourly rate times his normal schedule of hours

per week divided by five (5). Those normally scheduled to work less than twenty (20) hours per week shall not receive pay for the holiday.

**SECTION E. WORKING ON A HOLIDAY**

113 In addition to the holiday pay as provided in Section C. or D., an employee who works on the holiday will be paid for the time worked at two (2) times his hourly rate and shift premium, if applicable. To the extent an employee is paid pursuant to this Section, he shall not be paid an overtime premium under Section A of Article 9 for the same time worked.

**SECTION F. FAILURE TO REPORT**

114 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 his failure to work is excused because of (1) personal sickness or injury as provided in Article 21, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

**SECTION G. REDUCING THE WORK WEEK**

115 If the University reduces the work week of an employee during a week in which a holiday(s) falls to provide not more than forty (40) hours of pay, the day(s) off shall be adjacent to the holiday.

**ARTICLE 23**

**VACATIONS**

**SECTION A. ACCRUAL**

116 Except as provided in paragraphs 118 and 119 of this Section, full-time employees accrue paid vacation time as follows:

<u>University Seniority</u>	<u>Rate Of Accrual Per Calendar Month</u>
First Five Years	Eight Hours
From Five Through Eight Years	Twelve Hours
Over Eight Years	Sixteen Hours

**(Also see Memorandum of Understanding-4)**

117 An increase in the rate of accrual shall be prorated for the initial month of completion of the required years of seniority, in accordance with paragraph 118 of the agreement.

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

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

119 Except as provided in paragraph 118 above an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which is absent without pay for fifteen or more work days. During any calendar month in which he is absent without pay for less than fifteen (15), but more than seven (7) work days, he shall accrue 50% of his Section A accrual.

120 Part-time employees normally scheduled to work twenty (20) 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 twenty (20) hours per week shall not accrue paid vacation time.

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

**(Also see Memorandum of Understanding-5)**

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



## **SECTION B. ELIGIBILITY**

123 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**

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

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

## **SECTION D. PAY FOR ACCRUED VACATION TIME**

125 Pay for vacation time shall be at the employee's hourly rate, including all applicable premiums, at the time vacation is taken, times the number of hours of accrued paid vacation time scheduled and used. Pay for vacation time shall be paid to the employee on his regular pay day, except that an employee shall be paid for such vacation time in advance of his vacation on his regular pay day preceding the vacation, providing he 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 pay day preceding the first day of such vacation.

126 Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Section C occurs, times the number of hours of accrued vacation time.

## **SECTION E. SCHEDULING OF PAID VACATION TIME**

### **127 Scheduled and Posted**

Scheduled and listed paid vacation time shall be scheduled to meet the work requirements of the University, with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:

1. The University will post any limitations concerning the schedule of vacations, twice a year, prior to February 1 and August 1,

including the election to close down any or all of its operations and schedule vacations during the close down period.

2. Employees will request vacation time during the month of February for all scheduled vacation to be taken during the following April through September. Employees will request vacation time during the month of August for all scheduled vacation to be taken during the following October through March.

3. Based upon these requests, the University will schedule vacations in order of preference on the basis of the employee's starting date in each plant.

4. Upon completion of the scheduling, the vacation schedule shall be posted during the last week of March and September, only to be changed by the University because of work requirements caused other than by the scheduling of vacations.

128 **Unposted**

Vacations which are not scheduled and posted in accordance with the above procedure may be granted in the sole discretion of the University, provided it is requested in advance by the employee. An employee may be granted unposted vacation if the employee requests of his supervisor, whenever possible twenty-four (24) hours prior to the beginning of his shift, and (a) if there are no other absences in the operating group; or (b) no other absences in the maintenance group sufficient to disrupt routine maintenance or repairs; or (c) no emergency situation exists. Unposted vacation shall not be reason for changing the posted vacation schedule. Only posted vacation time can be taken the day before and after a holiday. Once an unposted vacation is granted, it may be cancelled for any reason except to permit another employee to take unposted vacation.

129 At the request of an employee, an absence covered by Article 21 may be charged against accrued vacation time after all payments under Article 21 have been exhausted.

130 If a day observed by the University as a holiday as provided in Article 22 occurs during an employee's vacation, he shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation.

**SECTION F. WORK CALL DURING VACATION**

131 No employee shall be called to report for work while on vacation, whether it be posted or unposted, or on regularly scheduled days off immediately preceding or following such vacation, unless the presence of the employee on vacation or on the regularly scheduled days off is required because no other employee with the necessary qualifications is available, except that in the case of an unposted vacation, the employee makes himself available to be called to report for work prior to being granted vacation in accordance with the procedure set forth in paragraph 128. A regularly scheduled day off starts at the end of the employee's last regularly scheduled shift.

## **ARTICLE 24**

### **FUNERAL LEAVE PAY**

132 In the event of the death of (1) an employee's spouse, or (2) a significant other non-related person living in the employee's household, or (3) the son, daughter, parent (including step parent), grandparent, brother, sister, grandchild (or the spouse of any of them) of either the employee or the employee's spouse, or (4) any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay [maximum of eight (8) hours a day at the employee's hourly rate, including all applicable premiums]. 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 the time off exceed three (3) work days. If additional time off is needed, or if the employee attends the funeral of other relatives not listed above, the employee may request the use of unposted vacation time.

## **ARTICLE 25**

### **JURY AND WITNESS SERVICE**

133 An employee who loses time from work during his normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his hourly rate, including all applicable premiums. 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. The employee will report for available work when released from jury duty or witness service.

134 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 employee gives notice of the jury duty as soon as possible, but not later than the Friday before the Sunday preceding the Sunday in the week in which the jury duty begins. In the event that the notice is untimely, the assignment to the day shift will be made as soon as the schedule change does not require the payment of an overtime premium.

## **ARTICLE 26**

### **ANNUAL MILITARY DUTY**

135 An employee who is a member of the Armed Forces Reserve or National Guard and who loses time from work during his 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 his hourly rate, including all applicable premiums. 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 he was eligible to receive. If an employee receives vacation pay during a period of training or service, he shall not be eligible for the pay provided by this Article for that period of time for which he received vacation pay.

## **ARTICLE 27**

### **LEAVES OF ABSENCE**

#### **SECTION A. MEDICAL**

136 A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted disability payments under Article 21 and vacation payments under Article 23 shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the University.

137 The leave of absence shall be for the period of continuing

disability, but not to exceed six (6) months, unless extended by the University. Extensions will not be denied unreasonably, but in no case 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**

138 Subject to, and consistent with, the University disability plan as provided for in Article 32, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

#### **SECTION C. PERSONAL**

139 A non-probationary employee may be granted, in the discretion of the university, a leave of absence without pay for a period not to exceed six months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one year.

#### **SECTION D. MILITARY**

140 An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the Armed Forces Reserve or National Guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of National Emergency, shall be granted a leave of absence without pay for the period of active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in paragraph 146 and the time required for placement.

#### **SECTION E. CHILDCARE**

141 Within the twelve (12) month period following the birth of an employee's child, or the adoption or foster care placement of a child, an employee with seniority, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. The leave may be extended for additional periods, but in all cases a leave and extensions must be completed by the end of one year from the date of the child's birth, adoption or foster placement. "Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person who is serving in the capacity of a parent and who is under the age of eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

## **SECTION F. FAMILY MEDICAL**

142 An employee who is unable to work because she/he is needed to care for a seriously or chronically ill family member will be granted a leave of absence of up to twelve (12) weeks. The twelve (12) weeks is reduced by any medical or child care leave of absence taken in the previous twelve (12) months. An employee will not be required to use vacation or family care time, as provided for in Article 21, Section I, prior to taking a Family Medical Leave of Absence. Family member is defined as the staff member's spouse or a domestic partner with whom the staff member shares living accommodations and expenses; and without regard to their place of residence, the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the staff member, spouse, or domestic partner.

## **SECTION G. UNION**

143 A non-probationary employee who is elected or appointed to a full-time office in the Union, upon written request of the Union, shall be granted a leave of absence without pay for not more than one (1) year. Upon written request of the Union the leave will be extended for additional periods or not more than one year, but in no case shall a leave and extensions exceed one term of office. Not more than one employee at a time will be granted a Union leave of absence.

## **SECTION H. RETURN TO ACTIVE EMPLOYMENT**

144 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 him to active employment.

145 An employee returning from an initial Child Care Medical, or Family Medical leave of absence which has not exceeded twelve (12) weeks will be returned to his former position or an equivalent position of like status. In all other instances an employee returning from a leave of absence will be placed in his former position unless the University's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. Employees affected by this return shall be placed or laid off in accordance with the provision of Article 18.

146 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and

apply for reinstatement within ninety (90) days after release from duty.

#### **SECTION I. GENERAL CONDITIONS**

147 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.

148 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.

149 Subject to and consistent with the Group Health Insurance Plan, Prescription Drug rider and the Group Dental Assistance Plan coverage including University contributions will be continued for up to 12 weeks in each 12 month period for employees with 12 or more months of service during Child Care, Family Medical and Personal Medical leaves of absence.

150 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.

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

152 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and extensions, except that seniority shall accumulate only for the first thirty (30) days of a personal leave of absence and shall be retained thereafter.

153 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.

154 A Medical or Family Care leave of absence may be taken on an intermittent or reduced schedule for up to twelve (12) weeks only in each twelve (12) month period.

## ARTICLE 28

### GROUP LIFE INSURANCE

155 During the term of this Agreement the University Life Insurance Plan and the Optional Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a union. It may be amended, but not eliminated, by the University. The University Life Insurance Plan will provide \$30,000 in coverage at no cost to the employee. The amount of additional life insurance coverage elected by an employee under the Optional Life Insurance Plan may range from \$5,000 at the minimum to an amount equal to six (6) times the employee's salary up to a maximum of \$1,000,000. Salary as indicated is based upon an employee's job rate for a normal forty (40) hour workweek, excluding overtime and other premiums.

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

157 The Dependent Life Insurance plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a Union. The employee will pay the full cost in the same manner and to the same extent as provided to University employees not represented by a union.

## ARTICLE 29

### HEALTH INSURANCE

#### SECTION A. HEALTH INSURANCE

158 The Group Health Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to University employees not represented by a Union. Prior to the execution date of this Agreement the Union has had the opportunity to have explained the hospital and medical coverage available from the various organizations during the term of this Agreement and from which an employee can select coverage. The Plan may be amended, but not eliminated, by the University. In



the event of any changes in the coverage from any of the organizations, the Union will be notified prior to the effective date of change.

159 In addition to the current health care programs offered by the University, the University will offer a Comprehensive Major Medical program where the full family coverage premium does not exceed the University's contribution. It is understood that to accomplish this, the offered program may change from time to time. In the event the current Blue Cross and Blue Shield of Michigan Comprehensive Major Medical Plan ceases to be offered by the University the Union will be provided a 90 day notice of the change and the University agrees to maintain a similar alternative Comprehensive Major Medical Plan for the Union.

160 The University will provide a monthly opt out credit to those employees who elect no health insurance coverage in the same manner and to the same extent as provided to University employees not represented by a Union.

161 University employees who do not elect to opt out or enroll in a health insurance plan within 30 days of the eligibility date will be automatically enrolled for single person coverage in the Comprehensive Major Medical Plan.

162 Effective January 1st, 2007 the University's maximum monthly rates of contribution for employees in the bargaining unit who are eligible for and elect to take a health care insurance plan shall be the same as the contribution rates for employees not represented by a Union. Cost in excess of University contributions are to be paid by employees, normally through payroll deduction. If the University increases its monthly contribution for University employees not represented by a Union, the University will increase its contribution for employees in the bargaining unit in the same manner and to the same extent.

163 The Group Health Insurance Plan (medical and prescription drug) as of 01/01/06 will contain a 4-tier structure of coverage consisting of:

- One adult;
- One adult plus any number of children;
- One adult plus one adult dependent; and
- One adult plus one adult dependent plus any number of children.

As of 01/01/07 and through the term of this agreement for individual Employee coverage (Tier i: one adult) the Employer contribution toward the cost of the group health insurance plan premium will be 95% of the average premium cost of the two lowest-cost comprehensive plans. The Employer contribution toward the cost of group health insurance plan premiums for other tiers of coverage (those that include dependents) shall be the same contribution for the coverage for the employee plus an additional contribution for covered dependents, calculated such that the Employer pays 85% of the aggregate premium cost for all covered individuals. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.

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

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

**SECTION B. PRESCRIPTION DRUG RIDER**

Note: Paragraph 166 has been deleted.

167 Effective January 1, 2007, the University will provide and maintain the following schedule of prescription drug co pays:

Effective Date	Generic	Preferred Brand	Non-Preferred Brands
01/01/06	\$6.00	\$12.00	\$18.00
01/01/07	\$6.00	\$12.00	\$18.00
01/01/08	\$7.00	\$14.00	\$24.00
01/01/09	\$7.00	\$14.00	\$24.00

In addition, employees of IUOE will participate in the generic drug

incentive program which includes use of generic medication when available and legally permitted, and, as of April 1, 2006 where the member or the member's physician request a brand-name product when an FDA-approved generic is available, the member will be required to pay the cost difference between the brand-name and generic medication plus the applicable brand-name copay.

Note: Paragraph 168 has been deleted.

### **SECTION C. GROUP DENTAL PLAN**

169 The Group Dental Plan shall be as provided by the University. Employees have a choice of three dental plan options. During the term of this Agreement no less than the University of Michigan Dental Plan, Option I schedule of benefits in effect at the execution date of this Agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of change. The University contribution toward dental plan coverage will be provided in the same manner and to the same extent as provided to University employees not represented by a Union. The University will provide a monthly opt out credit to those employees who elect no dental coverage and have at least one year of continuous service. The opt out credit will be provided in the same manner and to the same extent as provided to university employees not represented by a Union. The University will automatically enroll employees in the University of Michigan Dental Plan, Option I after one year of continuous service as provided to University employees not represented by a Union.

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

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

## **ARTICLE 30**

### **OTHER FLEX BENEFITS**

172 The Group Legal Plan, Long Term Care Insurance, Flexible Spending Accounts (Health and Dependent Care), and a Vision Plan shall be as in the same manner and to the same extent as is provided for employees not represented by a Union. No matter concerning the above benefits will be subject to the Grievance and Arbitration Procedures; except for questions concerning compliance with the specific provisions of this Article and whether or not the employees have coverage in accordance with terms of the benefits plans.

## ARTICLE 31

### TRAVEL ACCIDENT INSURANCE

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

1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2080, whichever is more, not to exceed a maximum of \$200,000, except as the amount may be reduced proportionately by a catastrophic accident.
2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye), not to exceed a maximum of \$200,000.
3. One-half the principal sum for loss of any one member.
4. Disability benefits.

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

## ARTICLE 32

## DISABILITY PLAN

175 The Disability Plan shall be as provided by the University according to the provisions of the plan. During the term of this Agreement, it may be amended, but not eliminated, by the University, except that the following, consistent with the terms of the plan, shall not be changed during the term of this Agreement:

1. The University will pay the cost for coverage, except; a) during the first four (4) years of service when the employee must pay the entire cost for coverage on all base income and; b) except on base income over \$30,000 per year after four (4) years of service.

2. An eligible employee, normally scheduled to work twenty (20) or more hours per calendar week, shall receive a disability income which shall be 65% of his or her monthly base income, (hourly rate times 2080 divided by 12 and multiplied by appointment fraction).

3. In the event that cash benefits are received from other sources as set forth in the plan, the disability income set forth in 2. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the employee's monthly base income.

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

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

177 In addition, in the event employees not represented by a Union receives from the University an increase to the \$30,000 per year base income limit as set forth in subparagraph 1 of reference paragraph 175, the University shall increase the limits for employees of this bargaining unit to the same extent and at the same time.

## ARTICLE 33

### RETIREMENT PLAN

178 The Retirement program shall be as provided by the University. It is understood that the retirement plan may be

amended, except that the following, consistent with the terms of the Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAA-CREF) Retirement Plan and Fidelity Investments Retirement Plan shall not be changed during the term of this Agreement:

1. The University will contribute an amount equal to ten (10) percent of an employee's earnings each month and the employee will contribute an amount equal to five (5) percent of his earnings each month or,
2. At the option of an employee, who is working at a 100% appointment effort, age thirty-five (35) or older with two (2) years of continuous service, the University will contribute an amount equal to five (5) percent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, 1. above shall apply. In the event of any amendment that affects employees in the bargaining unit, the Union will be notified prior to the effective date of the amendment. No matter concerning the retirement program shall be subject to the grievance and arbitration procedures, except for questions concerning the specific provisions of this Article.

## **ARTICLE 34**

### **LONGEVITY PAY**

#### **SECTION A. ELIGIBILITY**

179 An employee will be eligible for annual longevity pay in accordance with Section B. of this Article (1) if he received pay as an employee in the calendar year preceding the year of payment and (2) except as provided in Section D., he is still an employee on October 31, in the year of payment.

#### **SECTION B. SCHEDULE OF PAYMENTS**

180 Longevity pay shall be based on seniority as of October 31, in the year of payment and shall be computed as a percentage of Form W-2 Gross Earnings, for the calendar year preceding the year of payment, but not to exceed the first \$19,000 in 2005 earnings; \$19,500 in 2006 earnings; \$20,000 in 2007 earnings; and \$20,500 in 2008 earnings in accordance with

the following schedule:

University Seniority

6 or more, but less than 10 years	2%
10 or more, but less than 14 years	3%
14 or more, but less than 18 years	4%
18 or more, but less than 22 years	5%
22 or more, but less than 26 years	6%
26 or more years	8%

**SECTION C. PAYMENT DATE**

181 Longevity pay to an eligible employee shall be paid no later than November 30.

**SECTION D. RETIREMENT OR DEATH**

182 If an eligible employee retires, dies or transfers to a University position outside the bargaining unit, he or a survivor shall nevertheless be entitled to Longevity Pay based on his University Seniority at the time of retirement, death, or transfer.

183 Such Longevity Pay shall be pro-rated on the basis of completed calendar months of service from preceding October 31, to the date of retirement, death, or transfer.

**ARTICLE 35**

**TUITION SUPPORT PROGRAM**

184 The University agrees to provide the same Tuition Support Program it administers for non-bargained for staff, and which it may revise from time to time, to employees of this bargaining unit. The policies, regulations, definitions, and procedures outlined in the University's Tuition Support Program Standard Practice Guide shall govern the use of this program for employees in this bargaining unit.

185 For the purposes of this Article it is recognized that Local 547's Stationary Engineers Education Center shall be considered an approved educational institution.

**ARTICLE 36**

## **DISCIPLINE**

### **SECTION A. CAUSE**

186 The University shall not discharge or take other disciplinary action for employees with seniority without cause. By way of illustration, but not by way of limitation, cause includes any act or omission which interferes with or affects in anyway the orderly and efficient administration or operation of the University, any violations of this Agreement, any violation of a reasonable rule, or regulation, or requirement, whether or not written, which is known, or should have been known by an employee, and off-duty behavior which adversely affects the University as a public employer or educational institution, provided, however, any new rule, regulation or requirement shall not be contrary to the terms of this Agreement. A rule, regulation, or requirement shall be deemed reasonable for purposes of arbitration, unless the Union (or an employee) has notified the University in writing of its contrary opinion within fourteen (14) calendar days after it knows, or should have known of the rule, regulation, or requirement. Disciplinary action shall be on a timely basis dependent on the facts and circumstances involved, including the time taken in investigating and analyzing the facts and circumstances. In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.

### **SECTION B. GRIEVANCE PROCESSING**

187 A grievance which (1) concerns a disciplinary layoff or discharge of a non-probationary employee and (2) alleges that no cause in fact existed, or that the disciplinary action was taken arbitrarily and was clearly excessive, may be processed through the grievance and arbitration procedures, provided it is submitted in writing at Step 2 within seventy-two (72) hours after receipt by the employee of the University's written notification of the disciplinary action. The notification shall include the nature of the cause and the extent of the action taken. Failure to submit a written grievance by the employee within the seventy-two (72) hour period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

### **SECTION C. ARBITRATOR'S AUTHORITY**

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



1. If the arbitrator finds there was cause, he may modify the disciplinary action taken only if it was (a) taken arbitrarily or was (b) clearly excessive, otherwise he must affirm it.

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

189 In cases where disciplinary action was taken for more than one incident of misconduct, either the Union or the University may request the arbitrator to set forth his findings of fact on each type of misconduct represented by these incidents.

#### **SECTION D. NOTIFICATION TO UNION**

190 The University shall notify the Union at its office, providing it is open for business, of any disciplinary action taken which involves a disciplinary layoff or discharge within twenty-four (24) hours after the action is taken and mail a copy of the employee's notification to the Union at its office. If the Union so requests, after receiving notification, a conference between a reasonable number of representatives of the Union and the representatives of the University shall be set by the University within the next twenty-four (24) hour period to discuss the incident and disciplinary action.

### **ARTICLE 37**

#### **GRIEVANCE PROCEDURE**

##### **SECTION A. UNION REPRESENTATION**

191 For the purposes of this grievance procedure, and except as otherwise agreed, there may be a chief steward/stewards for the following areas:

1. Ann Arbor-Chief Steward
2. Flint-Steward
3. Dearborn-Steward

- Utility Systems Technicians and Hospital

Autoclave Operation-Steward

192 There may also be two (2) assistant stewards for Ann Arbor, one for the Huron Street Plant and one for the Hoover Operation, and one (1) assistant steward each for Flint, Dearborn and the Utility Systems

Technicians and Hospital Autoclave Operation. The assistant stewards shall represent an aggrieved employee only when the chief steward/steward is not at work.

193 The chief steward shall have bargaining unit wide responsibilities of promoting the consistent administration and application of the terms and conditions of the parties' collective bargaining agreement among all the steward areas.

194 The chief steward/stewards and the assistant stewards shall be non-probationary employees working in the areas they represent. The Union shall furnish the University with the name of the chief steward/stewards and assistant stewards, and shall report promptly any change to the University. The University shall not recognize any employee as chief steward, steward or assistant steward, without this notification.

#### **SECTION B. DEFINITION OF GRIEVANCE**

195 A grievance is defined as a disagreement, arising under and during the term of this Agreement, between the University and any employee (1) concerning his employment and (2) compliance with the express provisions of this Agreement.

#### **SECTION C. GROUP GRIEVANCES**

196 In the event that employees have a group grievance, it shall be sufficient if one employee processes the grievance on behalf of all similarly affected employees. A group grievance shall be only one in which the fact questions and the express provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group.

#### **SECTION D. PROCEDURE**

197 An employee shall not have a grievance unless the matter complained of is first brought to the attention of his department head, or his designated representative, by the employee. At that time, the department head or his designated representative, shall set a time and date, to discuss the matter with the employee and if appropriate, the employee's immediate supervisor. At the employee's request, the employee's chief steward/steward, as the case may be, shall be present during the discussion. If the matter is not resolved between the department head, or his designated representative, and the employee within seven (7) calendar days, the employee may submit his grievance using the following grievance procedure.

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

**199 Step One**

An aggrieved employee promptly, and in no event later than seven (7) calendar days after facts have occurred giving rise to his grievance, shall reduce his grievance to writing on a form provided by the University and submit it to his department head, or his designated representative, for written answer.

200 The grievance shall be dated and signed by the aggrieved employee and his chief steward/steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired.

201 The grievance shall not be considered submitted until his department head, or his designated representative, receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee.

**202 Step Two**

If the aggrieved employee does not receive a satisfactory written answer within seven (7) calendar days after his written grievance is submitted to his department head, or his designated representative, he may submit his written grievance to the University Review Committee for written answer provided he submits it within seven (7) calendar days following receipt of an unsatisfactory answer at Step One or within twelve (12) calendar days from the time the grievance was submitted at Step One, whichever time is sooner.

203 Upon receipt of the written grievance, the University Review Committee shall set a mutually acceptable place and time within ten (10) calendar days, unless there is a mutual Agreement otherwise as to time, for discussion of the grievance. The aggrieved employee's chief steward/steward and a reasonable number of non-employee Union officials may assist him in the discussion. A written answer shall be provided within ten (10) calendar days, except that this time limit may be extended by mutual Agreement of the University and the Union.

204 If the chief steward/steward from another representation area possesses technical or craft specialty skills and knowledge expertise related to the grievance issue that may contribute to the understanding and resolution of the grievance, that chief steward/steward may also be released, in accordance with the steward release provisions of paragraph 205, to participate in the grievance hearings referenced in

paragraphs 197 and 202 above. Such request for release shall be made with reasonable prior notice from the Union to the Employee Relations Office, which will coordinate the release with the applicable operation units. The parties recognize that this type of release would be an exception to normal hearing participation procedures, and it will not be abused.

**SECTION E. GRIEVANCE DISCUSSIONS, TIME LIMITS AND ADJUSTMENT.**

205 If the time for a discussion of a grievance is set during the normal working hours of the aggrieved employee, he shall not suffer loss of time or pay. If the time for a discussion is set during his chief steward/steward's normal working hours his chief steward/steward shall not suffer loss of time or pay.

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

**SECTION F. VISITATION BY NON-EMPLOYEE UNION OFFICIAL**

207 Upon request to the designated representative of the University and providing mutual acceptable arrangements can be made, a reasonable number of non-employee Union officials who will represent an employee in the grievance or arbitration procedures, may visit the University once for the purpose of preparing the case for presentation.

208 During such a visit the non-employee officials of the Union may view any area relevant to the grievance. A representative of the University, at its option, may accompany the non-employee Union officials. In addition, the non-employee officials of the Union may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place designated by the University and for a reasonable period of time. If an employee is interviewed during his normal working hours, he shall not suffer loss of time or pay.

209 During any such visit, the non-employee officials of the Union shall be subject to all University requirements applying to visitors and shall not in any way interfere with the orderly and efficient operation of the University. In the event any privilege provided by this Section is abused, it may be withdrawn by the University after the Union is given a reasonable opportunity to remedy the situation.

**SECTION G. LIABILITY**

210 Except as otherwise specifically provided or limited, the

University shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods:

1. The period prior to the time the matter complained of is first brought to the attention of his department head, or his designated representative, as provided in Section D. of this Article, except that in the case of a pay shortage of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period if this matter is brought to the attention of his department head, or his designated representative, within seven (7) calendar days after receipt of his pay.

2. The period between the first date offered for discussion of a grievance by the University and date when the Union is first available for discussion, when the first date offered by the University is delayed at the request of the employee or the Union; and

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

## **ARTICLE 38**

### **ARBITRATION**

#### **SECTION A. SUBMISSION TO ARBITRATION**

211 A grievance as defined in Article 37, except as otherwise provided in this Agreement, which remains unsettled, after Step Two of the grievance procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union giving written notice to the University Review Committee within fifteen (15) calendar days from the date the written answer from the University Review Committee was delivered to the Union, or within thirty-five (35) calendar days from the time the grievance was submitted at Step Two, whichever time is sooner. Such notice shall identify the grievance and the issue and state the provisions of the Agreement involved. If no such notice is given within the prescribed time limit, the University's answer at Step Two shall be final and binding on the Union, the employee or employees involved, and the University.

#### **SECTION B. SELECTION OF ARBITRATORS**

212 The Union and the University shall agree in writing on a panel

of three (3) arbitrators. If an appointed arbitrator(s) is unable or unwilling to continue this appointment, the rotating schedule shall be sequentially adjusted in order that all arbitrations are assigned to the remaining arbitrators.

**(Also see Memorandum of Understanding-6)**

**SECTION C. TERMS AND CONDITIONS OF ARBITRATION**

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

1. At the time of submission to the University Review Committee the Union shall notify the arbitrator whose turn it is by forwarding a copy of the grievance, the University's answer at Step Two and the Union's notice to the University Review Committee as provided for in Section A. A notice to an arbitrator is for a single grievance unless the parties mutually agree otherwise, and shall be given to an arbitrator on a rotating basis and in sequential order based on the date of the Step Two answer.

2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.

The parties are committed to making a good faith effort to establishing and confirming a hearing date within two weeks from the date of receipt.

3. At the time of the arbitration hearing both the University and Union shall have the right to examine and cross-examine witnesses.

4. Upon the request of either the University or the Union, or both, a transcript of the hearing shall be made and furnished 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, unless it is mutually requested. In such a case the cost shall be shared equally.

5. At the close of the hearing the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs, if requested by either the University or the Union.

6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in

Article 37 submitted to him consistent with this Agreement and considered by him in accordance with this Agreement.

7. In making his decision the arbitrator shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts and shall construe the Agreement in a manner which does not interfere with the exercise of the University's rights, functions, duties and responsibilities, except to the extent that such rights are clearly, expressly and specifically limited by this Agreement.

8. The arbitrator may interpret this Agreement and apply it to the facts of the particular case submitted to him, but he shall limit his decision strictly to the application and interpretation of the express provisions of this Agreement and he shall be without power or authority to make any decision contrary to, or inconsistent with, or to add to, subtract from, or in any way modify the express terms of this Agreement, nor shall he have any power or authority to limit or change any policies, practices, rules or regulations of the University not in conflict with this Agreement; nor shall he have the power or authority to formulate or add any new policies, rules, or regulations, nor substitute his discretion in cases where the University retains or is given discretion by this Agreement. It is further understood that the wage schedule shall not be subject to arbitration and the arbitrator shall have no power or authority to establish or change any wage.

9. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments he may have received during this period of suspension from employment with the University. It is understood, however, that any regular remuneration or payments he was receiving prior to his period of suspension shall not be used as an offset in determining a back wage.

10. The fees and expenses of the arbitrator shall be shared equally by the University and the Union. The expenses of, and the compensation for, each and every witness and representative for either the University or the Union shall be paid by the party producing the witness or having the representative, except that the aggrieved employee or any other employee who loses time from his work during assigned working hours when testifying shall do so without loss of time or pay.

11. The arbitrator shall render his decision in writing within

thirty (30) calendar days.

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

## **ARTICLE 39**

### **CONFERENCES**

214 At the request of either the Union or the University, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the grievance procedure provided that mutually acceptable arrangements can be made. All such conferences shall be arranged through a designated representative of the University. Questions of safety, licensing, productivity and work schedules are considered matters of mutual interest.

## **ARTICLE 40**

### **MISCELLANEOUS**

#### **SECTION A. ATHLETIC CARD**

215 Full-time employees have the privilege of purchasing an athletic card which includes a reduced price ticket to all home football games and certain other privileges in accordance with rules and regulations established from time to time by the University.

#### **SECTION B. LIBRARY PRIVILEGES**

216 Employees have the privilege of using University libraries in accordance with rules and regulations established from time to time by the University.

#### **SECTION C. WASH UP TIME**

217 Where currently in effect for an employee necessary wash-up time, not to exceed fifteen minutes, will continue to be provided in those situations when the conditions of his job require it.



## **SECTION D. LAUNDRY SERVICE, TOOLS, GLOVES, SAFETY/AND FIRST AID EQUIPMENT**

218 Where currently in effect and to the same extent, the University will continue to provide laundry service. In addition and to the same extent, soap, towels, certain tools, gloves and safety equipment will continue to be provided. An appropriate first aid kit will be available at the Huron Street Plant, Hoover, Flint, and Dearborn.

## **SECTION E. SAFETY**

219 The University shall continue to provide for the health and safety of employees during the hours of their employment. When an employee alleges that an unsafe condition exists, the condition will be investigated and as deemed necessary promptly corrected. If no action is deemed necessary, or action will be delayed, the employee(s) and chief steward/steward will be given a written response.

## **SECTION F. INCLEMENT WEATHER**

220 In the event that the University declares an inclement weather period for a specified period of time for a geographic area, employees living or working in the geographic area affected will make every effort to get to work. In the event that the employee is unable to get to work the employee will:

### **(Also see Memorandum of Understanding-7)**

1. Contact their immediate supervisor, as soon as practical regarding their inability to get to work; and,
2. Remain available to come to work and come to work if transportation is provided by the University.

221 Employees who are at work shall remain at work, if necessary, until such time as the inclement weather conditions have subsided and other employees report to work to replace them. An employee will be paid at his hourly rate, including all applicable premiums, for time lost during the inclement weather period, provided the University determines that he could not get to work as scheduled. Employees who work during the inclement weather period under the circumstances and conditions described above, in addition to their regular pay, shall have added to their vacation accrual an amount of time equal to the

hours actually worked on their normal schedule.

#### **SECTION G. PAY CHECKS**

222 Unless an employee has made other arrangements acceptable to the University (e.g. direct deposit), pay checks will be available at designated locations in Ann Arbor, Flint and Dearborn.

If an employee receives a paycheck that does not contain their appropriate base pay, the base pay shortages shall be issued by the University no later than the end of the second business day of the University's Payroll Department following the day the supervisor is notified of the shortage, unless mutually agreed otherwise.

If there is a non-base pay shortage in an employee's check, correct payment will be made at the request of the employee no later than fourteen (14) calendar days following the day the employee's immediate supervisor is notified by the employee.

#### **SECTION H. NEW EMPLOYEE BENEFIT PLAN BOOKLETS**

223 At the time of hire, new employees will be given a set of whatever current University booklets are available to describe various benefit plans set forth in this Agreement.

#### **SECTION I. ABSENCE AND SHIFT RELIEF PROCEDURE**

224 All absences will be reported as soon as practicable to the Central Power Plant. The employee receiving the call will complete the required forms and immediately contact the employee who will not be relieved because of the absence, who then will make calls to employees not then at work in the following order:

1. To individuals assigned as operational relief, provided the call would not result in overtime pay.
2. To employees in accordance with Section D. of Article 9.

225 If further calls are necessary, the operating engineer on duty shall be contacted to take whatever follow-up action may be necessary, including a call to a supervisor. The University may change this procedure from time to time, but only after discussion with the Union.

## **SECTION J. CALLS AFTER SCHEDULED WORK HOURS**

225a An employee called at home during a non-work and/or non-paid time for the purposes of consulting, trouble shooting or problem solving questions on operations will be compensated at the rate of one and one-half times the employee's hourly rate, including all applicable premiums, for a minimum of one hour for calls that total less than 1 hour in duration. If the telephone call totals more than one hour, compensation at the premium rate will be for the actual total time. It is recognized that the compensable time of the call(s) will be the total cumulative time of one or multiple calls(s). This provision would not apply to situations where the employee is contacted at home because of scheduling or routine questions.

## **ARTICLE 41**

### **GENERAL PROVISIONS**

#### **SECTION A. SUPERVISORY DUTIES/HEATING FACILITIES**

226 During the term of this Agreement, the University will not add supervisory authority to the job content of any existing classification nor shall a supervisor stand a watch when an employee who has the ability to perform the work is available.

227 During the term of this Agreement, the University will continue to use employees in the bargaining unit to operate heating facilities owned by the University. In addition, if the University installs any central air conditioning system which requires the full-time regular attendance and attention of one or more employees for operational purposes, such employee or employees will be included in this bargaining unit.

#### **SECTION B. CHANGES TO AGREEMENT**

228 No provision of this Agreement, or any supplement thereto, nor the rights of either the University or the Union under the terms of this Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between the University and the Union.

### **SECTION C. AGREEMENT VIOLATION WAIVER**

229 The waiver of any violation of this Agreement to either the University or the Union shall not preclude appropriate remedial action through the grievance and arbitration procedures for future violations.

### **SECTION D. INVALID PROVISION**

230 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the University and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

## **ARTICLE 42**

### **CONTINUING EDUCATION**

231 The Union and the University recognize that it is in the best interests of both parties that employees receive continuing education to acquire new knowledge or skills and to enhance existing skills and abilities related to their job assignments. Accordingly, at the request of the employee and with the approval of the employee's supervisor, an employee may attend appropriate seminars, course work or participate in other continuing education directly related to that employee's current or future job assignments. The seminars and course work may include, but are not limited to, training provided for by equipment manufacturers, education in work methods and materials, and education to improve work related knowledge and abilities. In the event that such education is required, the University shall pay the cost of tuition, course fees and books required, except for and excluding any fees required for membership in any professional or trade organization or association. Employees who participate in such approved or required training shall not suffer a loss of time or pay. In addition, employees who receive such training or education may be required to train or assist in the training of others.

## **ARTICLE 43**

**WAIVER**

232 The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**Article 44**

**TERM OF AGREEMENT**

233 This Agreement shall become effective November 20, 2005 and shall remain in full force and effect until and including November 28, 2009, and thereafter from year to year, unless written notice of termination is given by the University or the Union to the other party not less than sixty (60) nor more than one hundred-twenty (120) days prior to November 28, 2009.

Executed this day of January, 2006.

**The Regents of the  
University of Michigan**

**Local 547, International  
Union of Operating Engineers, AFL-CIO**

**Bruce Pringle**

**Philip Schloop**

Keisha Gipson

Gerald Avery

Stacy Johnson

Jeff Craigie

Timothy Kennedy

Nick Daley

Thomas Peterson

William Leslie

Gary Taylor

Dan Salazar

Bill Verge

John Watterson

Richard Wickboldt

John Wolski

**APPENDIX A**

234

**CLASSIFICATIONS AND PAY GRADES**

<b>PAY GRADE</b>	<b>CLASS CODE</b>	<b>CLASSIFICATION</b>
E-A	838380	Boiler Operator Trainee
E-1	838300	Utility Systems Technician I

E-2	838780	Boiler Operator
E-2	838680	Boiler/Refrigeration Operator
E-2	838350	Utility Systems Technician II
E-3	838870	Instrument and Control Repairperson Designee
E-3	838860	Powerhouse Maintenance and Repairperson Designee
E-3	838850	Powerhouse Operator Designee
E-4	838560	Autoclave Maintenance and Repairperson
E-4	838890	Circuit Operator Maintenance and Repair-Ann Arbor
E-4	838360	Dearborn Building Systems & Equipment
E-4	838820	HVAC Repairperson I - Flint
E-4	838800	Instrument and Control Repairperson
E-4	838900	Powerhouse Maintenance and Repairperson
E-4	838880	Powerhouse Operator
E-4	838370	Utility Systems Technician III
E-5	838670	Instrument and Control Specialist Designee
E-5	838970	Powerhouse Operator-Operating Engineer Designee
E-6	838700	Energy Management Systems Operator - Flint
E-6	838830	HVAC Repairperson II - Flint
E-6	838840	HVAC Leader - Flint
E-6	838600	Instrument and Control Specialist
E-6	839000	Operating Engineer
E-6	838990	Powerhouse Repairperson

E-6 838550 Senior Autoclave Maintenance and Repairperson  
 E-6 838400 Utility Systems Technician-Health Systems  
 E-7 838980 Senior Operating Engineer  
 E-7 838610 Senior Instrumentation, Calibration & Controls Specialist

**APPENDIX B**

**WAGE SCHEDULES**

Wage Schedule A

235 Effective November 20, 2005, the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	18.41		19.14	19.89	20.64	21.97	23.38
E-1	18.41		19.52	20.64			
E-2	21.97	22.69	23.38*				
E-3	23.38	23.72*	24.14				
E-4	24.14	24.98*					
E-5	24.98	25.30	25.84				
E-6	25.84	27.22*					
E-7	27.22	28.35*					

236 \* Or completion of probationary period, whichever period occurs later.

\*\* Or completion of probationary period, whichever period occurs first.



Wage Schedule B

237 Effective November 19, 2006 the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	18.96		19.71	20.49	21.26	22.63	24.08
E-1	18.96		20.10	21.26			
E-2	22.63	23.37	24.08*				
E-3	24.08	24.43*	24.87				
E-4	24.87	25.73*					
E-5	25.73	26.06	26.62				
E-6	26.62	28.04*					
E-7	28.04	29.20*					

238 \* Or completion of probationary period, whichever period occurs later.

\*\* Or completion of probationary period, whichever period occurs first.

Wage Schedule C

239 Effective November 18, 2007, the Wage Schedule shall be as follows:

	<u>Start</u>	<u>3 mos</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>	<u>30 mos</u>
E-A	19.53		20.30	21.10	21.90	23.31	24.80
E-1	19.53		20.71	21.90			
E-2	23.31	24.07	24.80*				
E-3	24.80	25.17*	25.61				
E-4	25.61	26.50*					
E-5	26.50	26.84	27.42				
E-6	27.42	28.88*					
E-7	28.88	30.07*					

240 \* Or completion of probationary period, whichever period occurs later.

\*\* Or completion of probationary period, whichever period occurs first.

Wage Schedule D

241 Effective November 16, 2008, the Wage Schedule shall be as follows:

	Start	3 mos	6 mos	12 mos	18 mos	24 mos	30 mos
E-A	20.11		20.91	21.73	22.56	24.01	25.55
E-1	20.11		21.33	22.56			
E-2	24.01	24.79	25.55*				
E-3	25.55	25.92*	26.38				
E-4	26.38	27.29*					
E-5	27.29	27.64	28.24				
E-6	28.24	29.75*					
E-7	29.75	30.97*					

242 \* Or completion of probationary period, whichever period occurs later.

\*\* Or completion of probationary period, whichever period occurs first.

Note: Paragraphs 243 and 244 have been deleted.

**245 Boiler Operator Training Program**

An employee who is selected for the Boiler Operator training program will be:

1. Placed in the thirty (30) month schedule [pay grade E-A];

2. Assigned to related educational course work for which attendance and successful completion is required. The University will pay the cost of tuition and books and for the time spent while attending classes;

3. Evaluated periodically by the University to measure performance and progress, with at least one written evaluation every six (6) months. It is understood that the employee's continued participation in the training program is conditioned on satisfactory performance and progress. In the event an employee is not progressing satisfactorily and may be discharged, the University will notify the Union and at the Union's request a conference may be held to discuss the unsatisfactory performance.

4. Ineligible for promotion during the thirty (30) month training program unless the University determines that the employee has successfully reached the level of competence required to independently perform the full range of duties of the Boiler Operator classification. In the event that the University promotes an employee prior to the completion of the thirty (30) month training cycle, the employee's hourly rate shall be the base rate for the classification.

246 In addition, it is understood that a Boiler Operator Trainee will not be assigned to work independently during the first twelve (12) months of training. After the completion of twelve (12) months, he may be assigned to work independently at various tasks and intervals but not to exceed 1,040 hours in the second twelve (12) month period and then, any number of hours thereafter.

247 Upon successful completion of training, the employee will be promoted to Boiler Operator.

248 Time off without pay shall not be counted in progressing from one step to the next.

#### **249 Operational Work Premium**

An employee whose assigned weekly schedule of work is for operational work exclusively shall be paid a premium of seventy cents (\$.70) per hour in addition to his hourly rate during the period of his assignment. This premium shall be paid to an employee for all time actually worked in this capacity and for all paid time off. Increases in this premium shall occur as follows:

Effective November 19, 2006 -Seventy-five cents (\$.75)

Effective November 18, 2007 -Eighty cents (\$.80)

Effective November 16, 2008 -Eighty-five cents (\$.85)

#### **250 Circuit Ten Day Premium**

An employee assigned to the circuit whose assigned schedule of work, exclusive of overtime assignments, is for ten (10) or more consecutive days, shall be paid a premium of seventy (\$.70) per hour in addition to his hourly rate during the period of his assignment. This premium shall be paid to an employee for all time actually worked in this capacity and for all paid time off. Increases in this premium shall occur as follows:

Effective November 19, 2006 -Seventy-five cents (\$.75)  
 Effective November 18, 2007 -Eighty cents (\$.80)  
 Effective November 16, 2008 -Eighty-five cents (\$.85)

**251 Leader Pay**

An employee who, in addition to his normal duties and responsibilities is specifically assigned by his immediate supervisor the responsibility to assign and coordinate the work of two or more distinct and separate crews of not less than two employees in each crew, and to see that the assignment runs smoothly and efficiently and to answer to his immediate supervisor for progress or lack of progress and the quality of work being done, shall be paid a premium of \$1.78 per hour in addition to his hourly rate during the period of his assignment. Such assignments are solely within the discretion of the University. An employee shall be paid this leader rate for all time actually worked in this capacity and for all paid time off, provided the employee is so assigned prior to and subsequent to his paid time off. Typically, duties may include direction of employees, manpower requests, material ordering, communication with other parts of the organization and customers, the collection and verification of time card accuracy and the reporting of job related problems to his/her supervisor. Such duties will include no authority to hire, discipline, discharge, or approve time off requests. Increases in this premium shall occur as follows:

Effective November 19, 2006 - (\$1.83)  
 Effective November 18, 2007 - (\$1.88)  
 Effective November 16, 2008 - (\$1.93)

252 Senior Operating Engineers on shift will be eligible for this premium based on duties performed, regardless of the composition of their assigned crew(s). Nothing in these leader paragraphs shall be construed to mean that an employee must be assigned leader responsibilities, except Senior Operating Engineers on shift.

## Alternate Work Schedules

Notwithstanding, or in some cases acknowledging the appropriate application of the various related provisions of our Agreement, the parties agree to the following terms and conditions of employment for any employee(s) who may be regularly scheduled to work an alternate schedule consisting of shifts exceeding 8 hours per day:

**WORK SCHEDULE** - Any employee(s) assigned to an alternate schedule will be allowed some variation from their scheduled starting, break and lunch times, providing the variation in the work schedule is approved by the employee's supervisor.

**SICK PAY**- Employees will be paid sick pay for actual time lost in accordance with normal eligibility and hours available requirements for up to a maximum of however many hours their daily shift consists of. Family Care Time is limited to 48 hours per calendar year.

**VACATIONS** - Employees will be paid vacation pay for actual time lost in accordance with normal scheduling, approval and hours available requirements for up to a maximum of however many hours their daily shift consists of.

**HOLIDAYS** - In other than 24 hour operations, during weeks in which any of the holidays recognized in our Agreement occur, an employee's alternate work schedule may be reverted back to eight (8) hour shifts per day by supervision. The work days, starting, quitting, break and lunch times during any such holiday week work schedule will be set by the employee's supervisor. If the alternate schedule is maintained during holiday weeks, eight (8) hours pay shall be received by employees for all holidays, unless the parties mutually agree to pay other than eight (8) hours holiday pay for any specific alternate schedule. It is recognized and agreed that any other holiday pay agreement would be without any additional cost to the University.

**FUNERAL LEAVE PAY** - Employees will be paid funeral leave pay for actual time lost in accordance with normal eligibility requirements for up to a maximum of however many hours their daily shift consists of, and a total maximum of 24 hours per funeral occurrence.

**JURY AND WITNESS SERVICE** - Employees will be paid jury and witness service pay for actual time lost in accordance with normal eligibility

requirements for up to a maximum of however many hours their daily shift consists of.

OVERTIME - Employees shall not be eligible for daily overtime until time worked exceeds however many hours their daily shift consists of.

SHIFT PREMIUM- An employee who is on a 12 hour shift that starts after 4:00 a.m. and before 12 noon, but extends past 12 noon by 4 or more hours shall receive 4 hours shift premium.

For the Regents of the University of Michigan AFL-CIO	For Local 547, International Union of Operating Engineers,
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Bruce Pringle                  Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 2**

**Preventive Medical/Dental Care Procedures**

**Preventive Medical Health Procedures For Men**

- Health Exam/Counseling- Periodically based on individual needs as determined by the Primary Care Physician(PCP)
- Blood Pressure Measure- At periodic health exams or at least every 2 years
- Cholesterol Screening- Every 5 years or more frequently based on risk factors
- Fecal Occult Blood Testing- As recommended by the PCP
- Flexible Sigmoidoscopy- As recommended by the PCP

- Clinical Testicular Exam- As recommended by the PCP
- Prostate Screening (PSA) or Digital Rectal Exam(DRE)- As recommended by the PCP
- Annual Optical Exam

#### Preventive Medical Health Procedures For Women

- Health Exam/Counseling- Periodically based on individual needs, as determined by the PCP
- Blood Pressure Measure- At periodic health exams or at least every 2 years
- Cholesterol Screening- At age 45, and then every 5 years; more frequently based on risk factors
- Fecal Occult Blood Testing- As recommended by the PCP
- Flexible Sigmoidoscopy- As recommended by the PCP
- Clinical Breast Exam- As recommended by the PCP
- Mammography- As recommended by the PCP
- Pap Smear- As recommended by the PCP
- Pelvic Exam- As recommended by the PCP
- Prenatal Care In First Trimester- As recommended by the PCP
- Annual Optical Exam

#### Preventive Dental Procedures

- Oral Examinations- Two in a calendar year
- Full Mouth X-rays- One in a three year period
- Cleaning- Two in a calendar year
- Fluoride Treatment- One treatment per calendar year
- Bitewing X-rays- Two sets in a calendar year

#### MEMORANDUM OF UNDERSTANDING - 3

#### Overtime Record

It is recognized by the parties that during a previous Agreement, there were occasions when the overtime record was not maintained on a timely basis. As a result the parties entered into extensive

discussions in order to prevent recurrence. It is the understanding of the parties that any problem that existed has been resolved. If during the term of this Agreement, however, the problem recurs, the parties agree to hold a special conference, which may include the discussion of a penalty provision to provide compensation to an employee who was adversely affected because of the untimely posting.

For the Regents of the University of Michigan  
AFL-CIO

For Local 547, International Union of Operating Engineers,

By: Bruce Pringle

By: Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 4**

**Vacation Recording**

During the term of this Agreement and notwithstanding the provisions of Article 23, Section A., the Union agrees that the University may change the method of recording, calculating and reporting of hours of vacation time from a monthly to a biweekly-weekly basis, provided the annual vacation time accrued to eligible employees is not reduced.

The University is considering changes to the current payroll system. It is anticipated as a result of such changes that the University will provide more information on employees' paycheck stubs. This new information may include the following: straight time pay, overtime pay, pay for sickness or injury disability income, vacation pay, vacation and sickness or injury disability accrual balances, and year to date gross earnings and taxes.



For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                   By:  
Bruce Pringle       Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 5**

**Vacation Accrual Recording**

The parties recognize and agree that during the term of this Agreement the University may change the vacation accrual recording as referenced in paragraph 121 of our Agreement from the beginning of the month to the end of the month. This anticipated change is to provide consistency in this matter among employee groups under the University's recently implemented M-Pathways Leave Accrual System.

The parties acknowledge that this anticipated change in accrual recording will not reduce the amount of vacation time employees are eligible for in accordance with the terms of our Agreement. The University will provide a minimum of sixty (60) calendar days notice of such change.

For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                   By:  
Bruce Pringle       Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 6**

**Panel of Arbitrators**

Effective with the execution date of this agreement, the panel of arbitrators as provided for in Reference Paragraph 212 shall be as follows:

1. Patrick McDonald
2. Mark Glazer
3. Paul Glendon

At the request of either party, an arbitrator will be removed from the panel. In the event that a vacancy occurs on the panel of arbitrators, the University and the Union shall meet at the request of either party to select an arbitrator to fill the vacancy, and such selection shall be by mutual agreement.

For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By: Bruce Pringle

By: Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 7**

**Inclement Weather - Flint**

Notwithstanding the provisions of Article 40, Section F., and upon the total suspension of operations at the Flint Campus, the University will contact the HVAC circuit employees at a reasonable time, if possible, prior to the start of their shifts to inform them of the closing and of the continuing responsibilities of the employees under Article 40, Section F. In those instances where an employee is not notified and reports to work, he will, at the discretion of the University be (1) utilized in some capacity or (2) sent home. Such employee who is sent home shall have four (4) hours added to their vacation accrual.

For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                   By:  
Bruce Pringle       Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 8**

**Operational Work**

It is understood that when an employee is assigned to work which takes him from his normal operational shift work, he shall not be held responsible for operational work during the period of the assignment.

For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                   By:  
Bruce Pringle       Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 9**

**Apprenticeship Program**

The parties agree to meet and discuss a multi-employer based apprenticeship program, in the event such a program is fully established. This may be accomplished through a special conference, at the request of the Union.

For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                   By:  
Bruce Pringle       Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 10**

**Incentive Program**

The parties agree to meet in special conference to

discuss the feasibility of establishing an employee incentive program which would recognize the suggestions and contributions of the employees. The meetings shall be held at the request of the union.

For the Regents of the University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By: Bruce Pringle                      By: Philip Schloop

Date: April, 2006

Note: Memorandum of Understanding 11, has been deleted.

**MEMORANDUM OF UNDERSTANDING - 12**

**Classification Evaluations**

The parties agree that within 120 days of the ratification date of this Agreement, with an automatic extension of 60 days upon request of either party, the University will develop E4 level building systems monitoring/energy management type classifications using the format of the Plant Department Competency Profile for the following areas:

- Plant and Hospital Utility Systems
- Dearborn

These new classifications will be based on new and evolving duties the respective departments see their operations moving toward. This process will include input from the bargaining unit employees working in these areas. Other existing classifications will also be evaluated as needed for comparison purposes. It is recognized by the parties that the level of duties described in the new classifications may not currently exist

within the respective departments, and accordingly the University is not required to utilize these new classifications until such time that it may be operationally feasible to do so. At such time, an employee(s) who is found to be qualified through demonstrated ability, for a given classification, and for which they are regularly assigned to perform a substantial amount of the qualifying level of duties, will be reclassified accordingly. If there are no qualified current employees the respective departments may post the position(s).

The University also agrees, within the time limits set forth above, to complete a thorough review of the current E6, HVAC Leader-Flint position to determine if it is properly classified at the E6 level based on the relative value of the duty elements of the classification in comparison with the duty elements of other classifications, or if the current utilization of the provisions of the Supplemental Wage Adjustment Memorandum of Understanding in our Agreement is appropriate.

For the Regents of the  
University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                    By:  
Bruce Pringle        Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING- 13**

**IUOE Retiree Temporary Employment Pay Rate**

It is understood and agreed that if any IUOE employee who "retires" from the University and subsequently returns as a temporary employee performing duties consistent with those included in the classifications referenced in Appendix A of our collective bargaining agreement, such retiree shall be paid the current pay rate for the classification that is appropriate for the type of duties the retiree is performing as a

temporary employee. It is also recognized that temporary employees are not eligible for any fringe benefits, or any other representation considerations of the parties' collective bargaining agreement.

For the Regents of the University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By: Bruce Pringle

By: Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 14**

**Supplemental Wage Adjustments**

The parties recognize that from time to time situations may occur in operations that may require members of the bargaining unit to perform duties involving a reasonably significant time commitment that are outside the scope of duties performed by employees in the bargaining unit. These duties would also be outside the scope of duties performed by an IUOE employee assigned as a Group Leader. If the University determines a need to so assign such other duties, it is agreed that the parties will discuss whether the nature and extent of the other duties work assignment is reasonably significant to warrant a supplemental wage adjustment, and if so agree on an appropriate amount for the adjustment. This consideration would be based on the particular circumstances of each individual situation on a case-by-case basis. It is recognized and understood that the initiation and/or discontinuance of such other duties work assignment is at the sole discretion of the University.

For the Regents of the University of Michigan  
AFL-CIO

For Local 547, International  
Union of Operating Engineers,

By:                   By:  
Bruce Pringle       Philip Schloop

Date: April, 2006

**MEMORANDUM OF UNDERSTANDING - 15**

**Dental Plan**

The University and the Union will establish a joint committee to investigate the feasibility of establishing a fully insured dental plan external to the University with a third party administrator or carrier to administer dental insurance benefits for employees of the bargaining unit. The committee will be comprised of no more than 3 University members and 3 Union members who will not lose time or pay as a result of serving on this committee. The committee will set mutually agreed upon agendas and meeting times. Either the University or the Union may invite content experts or representatives of the third party administrator or insurance carrier or other interested parties to the meetings. The committee will explore subjects and issues regarding arrangements for a third party administrator or carrier for dental insurance. While not limited; subjects for discussion will include benefits upon retirement, legal regulations governing public employers involvement in such an arrangement, contribution levels, manner of reimbursement, responsibilities of the parties, COBRA and other University obligated regulations, and dental opt outs. A decision to establish a third party administrator or insurance carrier must be mutually agreed to by the Union and the University. It is understood the exercise of the option will not result in increased premium contributions to the University over current cost for dental insurance. It is expected that the committee will conclude its responsibilities by March 31, 2006, and if parties agree to a third party administrator or carrier, the new plan would be effective January of 2007.

For the Regents of the       For Local 547, International  
University of Michigan       Union of Operating Engineers,  
AFL-CIO



By: Bruce Pringle                      By: Philip Schloop

Date: April, 2006

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