

12/3/94

AGREEMENT

between

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

and

**LOCAL 547,
INTERNATIONAL UNION OF
OPERATING ENGINEERS**

December 6, 1992 – December 3, 1994

Michigan University of



TABLE OF CONTENTS

	<u>PARAGRAPH</u>	<u>PAGE</u>
ABSENCE AND SHIFT RELIEF PROCEDURE	194	80
AGREEMENT STATEMENT	1	1
APPENDIX A -- Classifications and Pay grades	203	85
APPENDIX B -- Wage Schedules	204-206	86
ARBITRATION	181-183	73-77
Selection of Arbitrators	182	74
Submission to Arbitration	181	73-74
Terms and Conditions of Arbitration	183	74-77
ATHLETIC CARD	185	78
BULLETIN BOARDS	28-29	11-12
CALL BACK PAY	55	23
CLASSIFICATION AND WAGES	47-50	20-22
New, Changed or Eliminated Classification	48-49	20-21
Procedure for Establishment of New or Changed Classifications and Placement in the Wage Schedule	50	21-22
Wage Schedule	47	20
CONFERENCES	184	77
DEFINITIONS	3-6	1-2
DENTAL ASSISTANCE PLAN, GROUP	149b	60
DESCRIPTION OF UNIT	2	1
DISABILITY PLAN	152-153	62-63
DISCIPLINE	161-165	66-68
DUES OR SERVICE CHECKOFF	22-27	8-11
EDUCATION, CONTINUING	200A	82-83
FUNERAL LEAVE PAY	127	52
GENERAL PROVISIONS	196-200	81-82
GRIEVANCE PROCEDURE	166-180	68-73
Definition of Grievance	169	69
Grievance Discussions, Time Limits and Adjustments	175-176	71
Group Grievance	170	69
Liability	180	72-73
Procedure	171-174	69-71
Union Representation	166-168	68-69

	<u>PARAGRAPH</u>	<u>PAGE</u>
Visitation by Union Officials	177-179	71-72
GROUP LIFE INSURANCE	147	57-59
HEALTH INSURANCE	148-148a	59-60
HOLIDAYS	103-110	44-46
INCLEMENT WEATHER	190-191	79
JURY AND WITNESS SERVICE	128-129	52-53
LAYOFF AND RECALL PROCEDURE	70-75	31-33
Definitions	73	32
Layoff Procedure	70	31-32
Liability	74-75	33
Recall Procedure	71	32
Seniority Preference	72	32
LAUNDRY AND MISCELLANEOUS SERVICES	188	78
LEADER, GROUP	211	88
LEAVES OF ABSENCE	131-146	54-57
Childcare	136	55
Disability	133	54
General Conditions	141-146	56-57
Medical	131-132	54
Military	135	55
Personal	134	54
Return to Active Employment	138-140	56
Union	137	55
LIBRARY PRIVILEGE	186	78
LONGEVITY PAY	155-159	64-65
Eligibility	155	64
Payment Date	157	65
Retirement or Death	158-159	65
Schedule of Payments	156	64
MANAGEMENT RIGHTS	7	2-3
MEMORANDUMS OF UNDERSTANDING	90-100	
Apprenticeship Program		94
Health Insurance		93
Incentive Program		100
Inclement Weather-Flint		96
Lunch Periods		91
Maintenance of Overtime Record		92

NATIONAL ARCHIVES
 LABOR AND INDUSTRIAL
 RELATIONS DIVISION

	<u>PARAGRAPH</u>	<u>PAGE</u>
Operational Relief		95
Operational Shift Work		90
Overtime		99
Panel of Arbitrators		98
Vacation Accruals		97
MILITARY DUTY, ANNUAL	130	53
MISCELLANEOUS	185-195	78-81
NON-DISCRIMINATION	14-18	5-6
NO STRIKE GUARANTEE	8-13	3-5
OVERTIME	35-46	16-20
Definitions	46	19-20
Distribution	38-45	17-19
Overtime Pay	35	16-17
Pyramiding	36	17
Scheduling	37	17
PAY CHECKS	192	80
PRESCRIPTION DRUG RIDER	149	60
PROBATIONARY EMPLOYEES	67-69	30-31
PROMOTIONS AND TRANSFERS	76-84A	33-37
Promotion Procedure	76-79	33-35
Promotional Training	80-83	35-36
Voluntary Demotional Transfer	84	36
Promotion and Transfers	84A	37
RATES OF PAY ON TRANSFER	57-62	24-25
RECOGNITION AND DEFINITION	2-5	1-2
REPORTING PAY	56	23
RETIREMENT PLAN	154	63-64
SAFETY	189	78-79
SENIORITY DEFINITIONS AND		
LOSS OF SENIORITY	63-65	25-29
Definitions	63	25-28
Loss of Seniority	64-65	28-29
SENIORITY LIST	66	29-30
SHIFT AND RELIEF PREMIUMS	51-54	22
SHIFT PREFERENCE	85	37
SICKNESS AND INJURY DISABILITY INCOME	86-102	37-44
Determination of Disability Income	93	41
Disciplinary Action for Abuse	101	43
Eligibility	86-88	37-39
Family Care Time	100a	43
Hours of Disability Income Payable	89-90	40

	<u>PARAGRAPH</u>	<u>PAGE</u>
Notice and Proof of Disability	94-99	41-43
Part Time Employee	92	40-41
Preventive Medical and Dental Care	100	43
Return from Extended Absence	102	43-44
Schedule of Maximums	91	40
Waiting Period	87-88	38-39
TERM OF AGREEMENT	202	84
TRAINEE, BOILER OPERATOR	207	87-89
TRAVEL ACCIDENT INSURANCE	150-151	61
TUITION REFUND PROGRAM	160	65-66
UNION SECURITY	19-21	6-8
VACATIONS	111-126	47-51
Accrual	111-117	47-48
Eligibility	118	48
Pay for Accrued Vacation Time	120-121	49
Pay in Lieu of Vacation Time	119	48-49
Scheduling of Paid Vacation Time	122-125	49-51
Unposted Vacation	123	50-51
Work Call During Vacation	126	51
WAIVER	201	83
WASH UP TIME	187	78
WORK SCHEDULES	30-34	12-16

- 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 15th day of January, 1993, which amends the collective bargaining agreement executed on January 4, 1991, 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 I

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. R65 H-28 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 SECTION A.
- 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 II

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 III

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 IV

NON-DISCRIMINATION

SECTION A.

- 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.

- 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.

- 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.

- 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 V

UNION SECURITY

SECTION A.

- 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.

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.

- 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 VI

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 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) 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 _____.

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"; and (2) the amount of the monthly membership dues, initiation fee or service charge 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.

- 25 An employee may revoke his "Voluntary Authorization for Deduction of Union Dues, Initiation Fee or Service Charge" at any time by written notification to the University on a form provided by the University. Payroll Deductions shall terminate when a revocation has been delivered to the University

at least thirty (30) calendar days prior to the last pay day of the calendar month.

- 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".

- 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 VII

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 will be given a key. Such notices

may be posted by the chief steward at the facility 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 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 VIII

WORK SCHEDULES

SECTION A.

- 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 section shall not be construed as and is not a guarantee of any hours of work per day or per week.
(Also see Memorandum of Understanding)

SECTION B.

- 31 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 XXI.

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.

- 32 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. 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.
(Also see Memorandum of Understanding)

SECTION D.

- 33 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.

- 34 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 IX

OVERTIME

SECTION A. OVERTIME PAY

- 35 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 has fully worked 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 VIII 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 work day in a week in which a holiday falls on an employee's scheduled day off, if the employee has fully worked 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 has fully worked his shift, or otherwise has been excused and paid for absence during his shift.

SECTION B. PYRAMIDING

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

SECTION C. SCHEDULING

- 37 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. 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 XXI (Sickness or Injury Disability Income) or Article XXIII (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. (Also see Memorandum of Understanding)

SECTION D. DISTRIBUTION

- 38 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.

- 39 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 XXIV. A chief steward or assistant steward will not be charged with overtime when he is excused because of official Union business.
- 40 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.
- 41 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.
- 42 Any inequitable distribution will be rectified in the future scheduling of overtime.

- 43 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)

- 44 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

- 45 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

- 46 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 at 11:00 p.m. in Ann Arbor, and midnight at Flint and Dearborn.
2. "Week" means seven (7) consecutive days beginning at 11:00 p.m. on Saturday in Ann Arbor, and at

midnight between Saturday and Sunday at Flint and Dearborn.

ARTICLE X

CLASSIFICATIONS AND WAGES

SECTION A. WAGE SCHEDULE

- 47 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

- 48 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.
- 49 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

50 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 XI

SHIFT AND RELIEF PREMIUM

- 51 A shift premium of seventy-five cents (\$.75) 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.
- 52 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.
- 53 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.
- 54 A premium of seventy-five cents (\$.75) per hour shall be paid for actual time worked to an employee, excluding Operating Engineers, 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.

ARTICLE XII

CALL BACK PAY

- 55 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 IX 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 IX for the same time worked.

ARTICLE XIII

REPORTING PAY

- 56 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 XIV

RATES OF PAY ON TRANSFER

- 57 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.
- 58 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.
- 59 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.
- 60 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.
- 61 When an employee is transferred on a temporary basis to a classification in a lower pay grade, his hourly rate shall be maintained.
- 62 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 60, 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 XV

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

63 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

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 classifica-

tion 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
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 XVIII.

SECTION B. LOSS OF SENIORITY

64 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.
- 65 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 XVI

SENIORITY LIST

- 66 The University shall prepare and maintain a seniority list which shall show the names, classification title and the University unit, group and classification seniority of all non-probationary employees. The Union shall be given two copies of the list and notice of changes as soon as practicable as they occur. The list, and any changes thereafter,

shall be deemed correct as to an employee's seniority unless he notifies the University to the contrary in writing within thirty (30) calendar days after the list, or any change, is sent to the Union.

ARTICLE XVII

PROBATIONARY EMPLOYEES

SECTION A.

67 An employee is a "probationary employee" until his first day of work following completion of the time periods as listed below:

E-1 Boiler Operator Trainee	First 6 months of Employment
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.

68 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.

- 69 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 XVIII

LAYOFF AND RECALL PROCEDURES

SECTION A. LAYOFF PROCEDURE

- 70 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

- 71 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

- 72 For the purposes of this Article, chief 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

- 73 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 XV, 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

74 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.

75 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 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 XIX

PROMOTIONS AND TRANSFERS

SECTION A. PROMOTION PROCEDURE

76 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.

77 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 in that plant.

78 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.

- 79 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

- 80 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 63-7), 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.
- 81 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.

82 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.

83 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

84 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, except a "designee" 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

- 84a For the purposes of shift selection and vacation scheduling 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 XX

SHIFT PREFERENCE

- 85 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 XXI

SICKNESS OR INJURY DISABILITY INCOME

SECTION A. ELIGIBILITY

- 86 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.

87 In addition, and if, at the conclusion of each calendar year, the total number of days absent in a Plant, as defined in Article XV, exceeds the average of four days per employee, excluding Family Care Time and absences exceeding five (5) days per occurrence, an employee in the Plant will serve a waiting period before qualifying for disability income for the next calendar year. This waiting period is defined as the first sixteen (16) hours of each disability absence following the first three (3) occurrences of disability absence, excluding use for Family Care Time. This waiting period shall not apply 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 while at work.

88 During each calendar year in which the sixteen (16) hour waiting period does not apply, an employee

who has received forty-eight (48) hours of disability income, or has three (3) occurrences of disability absence, excluding Family Care Time, whichever comes first which is unsubstantiated by an acceptable physician's statement or other evidence of disability acceptable to the University will be required to attend a Sick Time Conference with a business representative of the Union and representatives of the University. 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;
2. Physician's evaluation(s);
3. Ability of employee to meet employment obligation of regular and reasonable attendance; and,
4. Time lost not confirmed by a physician's statement.

As a result, after the fourth occurrence of disability absence, excluding Family Care Time, which is not substantiated by an acceptable physician's statement or other evidence of disability made known and acceptable to the University, the employee may be subject to a sixteen (16) hour waiting period for each subsequent disability absence. 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

89 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.

90 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

91

<u>University Seniority</u>	<u>Maximum Hours Of Disability Income</u>
First year	96
Over one through two years	192
Over two through three years	288
Over three through four years	384
Over four through five years	480
Over five through six years	576
Over six through seven years	672
Over seven through eight years	768
Over eight years	800

SECTION D. PART-TIME EMPLOYEE

92 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

- 93 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

- 94 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.
- 95 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.

96 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.

97 In addition and when in the twelve (12) month period immediately preceding an absence, an employee has already received forty-eight (48) hours of disability income which has not been substantiated by a physician's statement, provided, however, that Section G. hours shall not be counted, no further disability income shall be payable to that employee unless the employee personally sees a physician during the absence and provides a physician's statement of disability issued on that day which satisfactorily explains why the employee was unable to work. Such disability payments shall not begin until the day the employee personally sees a physician, except when a physician is not available to see the employee and the physician directed the employee to appear at a later date.

98 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.

- 99 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

- 100 An employee will be granted paid time off for preventive medical and dental care appointments 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 G(1). FAMILY CARE TIME

- 100a Full time employees may use up to twenty-four (24) 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 H. DISCIPLINARY ACTION FOR ABUSE

- 101 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 I. RETURN FROM EXTENDED ABSENCE

- 102 An employee returning from an extended absence covered by this Article, whose position has been filled as a regular opening in accordance with Article XIX, 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 XVIII.

ARTICLE XXII

HOLIDAYS

SECTION A.

103 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 31st

103a An employee may substitute up to three (3) commonly recognized religious 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.

- 104 The holiday shall be the calendar day on which each holiday falls, except that in Ann Arbor the holiday shall be the twenty-four (24) consecutive hour period beginning at 11:00 p.m. The day before the calendar day on which each holiday falls.

SECTION C.

- 105 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.
- 106 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 XXI, 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.

- 107 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.

108 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 IX for the same time worked.

SECTION F.

109 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 XXI, 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.

110 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 XXIII

VACATIONS

SECTION A. ACCRUAL

111 Except as provided in paragraphs 113 and 114 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

112 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 113 of the agreement.

113 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%

114 Except as provided in paragraph 113 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.

115 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.

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

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

SECTION B. ELIGIBILITY

118 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

119 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

120 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.

121 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

122 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 group seniority 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.

Unposted

123

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.

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

125 If a day observed by the University as a holiday as provided in Article XXII 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

126 No employee shall be called to report for work while on vacation, whether it be posted or unposted, or on a regularly scheduled day off immediately preceding or following such vacation, unless the presence of the employee on vacation or on the regularly scheduled day 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 121.

ARTICLE XXIV

FUNERAL LEAVE PAY

127 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 XXV

JURY AND WITNESS SERVICE

128 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. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. The employee will report for available work when released from jury duty or witness service.

129 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 XXVI

ANNUAL MILITARY DUTY

130 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 XXVII

LEAVES OF ABSENCE

SECTION A. MEDICAL

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

132 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

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

SECTION C. PERSONAL

134 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

- 135 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 140 and the time required for placement.

SECTION E. CHILDCARE

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

SECTION F. UNION

- 137 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 G. RETURN TO ACTIVE EMPLOYMENT

138 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.

139 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 XVIII.

140 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 H. GENERAL CONDITIONS

141 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.

142 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.

143 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.

144 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.

145 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.

146 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.

ARTICLE XXVIII

GROUP LIFE INSURANCE

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

1. Amount of insurance and monthly employee contribution for full-time employees, both in accordance with the following age brackets:

<u>Full Time Annual Rate</u>	<u>Up to but not including Age 30</u>	<u>Age 30 to 39 Inclusive</u>	<u>Age 40 to 49 Inclusive</u>	<u>Age 50 to 64 Inclusive</u>
22,500 but less than 25,500	75,000 7.50	75,000 11.25	63,000 15.75	50,000 20.00
25,500 but less than 29,500	87,000 8.70	87,000 13.05	73,000 18.25	58,000 23.20
29,500 but less than 33,500	100,000 10.00	100,000 15.00	83,000 20.75	66,000 26.40
33,500 but less than 37,500	111,000 11.10	111,000 16.65	93,000 23.25	74,000 29.60
37,500 but less than 41,500	123,000 12.30	123,000 18.45	103,000 25.75	82,000 32.80

2. From age 65 or more a full-time employee's amount of insurance reduces gradually in accordance with the terms of the insurance plan.

3. 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 Group Life Insurance Plan shall be subject to the grievance and arbitration procedures of this Agreement, except for questions concerning compliance with the specific provisions of this Article and whether or not an employee has coverage in accordance with the terms of the plan.

ARTICLE XXIX

HEALTH INSURANCE

SECTION A. HEALTH INSURANCE

- 148 The Group Health Insurance Plan shall be as provided by the University. Prior to the execution date of this Agreement the Union had the opportunity to have explained the hospital and medical coverage available from the various organizations during the term of this agreement and from which an employee can select coverage. The Plan may be amended, but not eliminated, by the University. In the event of any amendment that affects employees in the bargaining unit, the union will be notified at least thirty (30) days prior to the effective date of the amendment. The University will contribute, for coverage effective January 1, 1993, up to \$351.90 per month toward the cost of the group health care programs offered by the University and the employee will contribute \$110.62 per month for full family coverage if the total premium for full family coverage does not exceed \$462.52 per month. The University contribution toward any group health care program selected shall not exceed the contribution toward premiums of the Blue Cross/Blue Shield and United Major Medical plans for one person, two persons, or full family coverage. In addition, in the event any University employee

group receives from the University monthly health insurance premium contributions for coverage effective December 1, 1990, in excess of \$296.60 per month, or equivalent consideration, the University shall increase its contribution level for employees of this bargaining unit to the same extent. No matter concerning the provisions of this article 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. (Also see Memorandum of Understanding)

- 148a 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 limitations provided in this Article.

SECTION B. PRESCRIPTION DRUG RIDER

- 149 During the term of this Agreement the University agrees to provide and maintain a two dollar (\$2.00) co-pay prescription drug rider that is no less than the Michigan Blue Cross-Blue Shield Plan.

SECTION C. GROUP DENTAL ASSISTANCE PLAN

- 149b The "Group Dental Assistance Plan" shall be as provided by the University. During the term of this agreement, no less than the United Benefit Life Insurance Company schedule of dental benefits in effect at the execution date of this agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of the change.

ARTICLE XXX

TRAVEL ACCIDENT INSURANCE

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

1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2080, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.
2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
3. One-half the principal sum for loss of any one member.
4. Disability benefits.

151 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 XXXI
DISABILITY PLAN

152 The Disability Plan shall be as provided by the University. 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).
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.

153 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.

- 153a In addition, in the event any University employee group receives from the University an increase to the \$30,000 per year base income limit as set forth in subparagraph 1. of reference paragraph 152, the University shall increase the limits for employees of this bargaining unit to the same extent and at the same time.

ARTICLE XXXII

RETIREMENT PLAN

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

1. The University will contribute an amount equal to ten (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 full time, 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 XXXIII

LONGEVITY PAY

SECTION A. ELIGIBILITY

155 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

156 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, in accordance with the following schedule:

Percentage of Form
W-2 Gross Earnings,
Not to Exceed \$13,000

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

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

SECTION D. RETIREMENT OR DEATH

- 158 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.
- 159 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 XXXIV

TUITION REFUND PROGRAM

- 160 The University provides and administers a tuition refund program under which employees will, under such terms and conditions as the University may from time to time establish, receive a tuition refund of not more than seventy-five percent (75%) or six hundred dollars (\$600) per term and not to exceed twelve hundred dollars (\$1200) in any twelve (12) month period upon completion of an approved job-related course at, or through, approved educational or training institutions during non-working hours while on the active employment rolls of the University. For the purposes of this Article Local 547's Stationary Engineer's Education Fund shall be considered an approved training institution. If the University increases the tuition refund amounts for University employees not represented by a Union, the University will increase the amounts for employees in this bargaining unit in the same manner and to the same extent. In addition, class attendance must be scheduled during non-working hours. However, in the event circumstances exist

which makes attendance during non-working hours impossible, an employee eligible for tuition refund may be granted either excused time off without pay or vacation time in the amount necessary to attend class, up to three hours per week. The decision to grant either time off or use of vacation time will be at the discretion of the employee's supervisor.

ARTICLE XXXV

DISCIPLINE

SECTION A.

161 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.

- 162 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.

- 163 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 and (b) clearly excessive, otherwise he must affirm it.
 2. If he finds there was no cause, he shall nullify the disciplinary action taken.
- 164 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.

165 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 XXXVI

GRIEVANCE PROCEDURE

SECTION A. UNION REPRESENTATION

166 For the purposes of this grievance procedure, and except as otherwise agreed, there may be a chief steward for the following facilities:

1. Ann Arbor
2. Flint, and
3. Dearborn
4. Hospital

167 In addition, there may be two (2) assistant stewards for Ann Arbor, one for the Huron Street Plant and one for the Hoover Operation, who shall represent an aggrieved employee only when the chief steward is not at work.

168 Each chief steward, and the assistant stewards, shall be a non-probationary employee working at the

facility he represents. The Union shall furnish the University with the name of the chief stewards and the assistant stewards, and shall report promptly any change to the University. The University shall not recognize any employee as chief steward, and assistant stewards, without this notification.

SECTION B. DEFINITION OF GRIEVANCE

169 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

170 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

171 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 chief steward shall be present during the discussion. If the matter is not resolved between the department head, or his designated representative, and the

employee within five (5) calendar days, the employee may submit his grievance using the following grievance procedure.

SECTION E.

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

173 **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.

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

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.

174 **Step Two**

If the aggrieved employee does not receive a satisfactory written answer within five (5) 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.

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 and a reasonable number of 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.

SECTION F. GRIEVANCE DISCUSSIONS, TIME LIMITS AND ADJUSTMENT.

175 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's normal working hours his chief steward shall not suffer loss of time or pay.

176 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 G. VISITATION BY UNION OFFICIAL

177 Upon request to the designated representative of the University and providing mutual acceptable

arrangements can be made, a reasonable number of 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.

178 During such a visit the officials of the Union may view any area relevant to the grievance. A representative of the University, at its option, may accompany the Union officials. In addition, the 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.

179 During any such visit, the 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 H. LIABILITY

180 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 XXXVII

ARBITRATION

SECTION A. SUBMISSION TO ARBITRATION

- 181 A grievance as defined in Article XXXVI, 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

- 182 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)

SECTION C. TERMS AND CONDITIONS OF ARBITRATION

- 183 Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
1. Either the University or the Union or both shall notify the arbitrator whose turn it is by forwarding a copy of the grievance, the University's answer at Step Two, the Union's notice to the University Review Committee as provided for in Section A., and a copy of this Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the University or the Union as the case may be. 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.
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 XXXVI 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 XXXVIII

CONFERENCES

- 184 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 XXXIX

MISCELLANEOUS

SECTION A.

- 185 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.

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

SECTION C.

- 187 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.

- 188 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

189 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 will be given a written response.

SECTION F. INCLEMENT WEATHER

190 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)**

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.

191 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.

192 Unless an employee has made other arrangements acceptable to the University (e.g. delivery to designated banks), pay checks will be available at the Huron Street Plant for Ann Arbor located employees and at a designated location at Dearborn and Flint.

SECTION H.

193 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.

194 All absences will be reported as soon as practicable to the Huron Street Plant. When a supervisor is on shift he is responsible for securing an appropriate relief for the absent employee. These efforts will be appropriately logged. When a supervisor is not present, the employee receiving the call will complete the required forms and immediately contact the employee who will not be relieved because of the absence. The employee, who will not otherwise be relieved, 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 IX.

195 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.

ARTICLE XL

GENERAL PROVISIONS

SECTION A.

196 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.

197 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.

198 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.

199 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.

- 200 If any provision of this Agreement, or any supplement thereto, if 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 XL-A

CONTINUING EDUCATION

- 200a 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 XLI

WAIVER

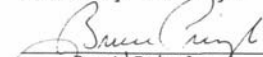
201 The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings 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.

TERM OF AGREEMENT

202 This Agreement shall become effective December 6, 1992 and shall remain in full force and effect until and including December 3, 1994, 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 December 3, 1994. However, no earlier than October 1, 1993, the parties agree to negotiate the wage rates set forth in the Wage Schedule, Appendix A and the amount of premiums in Article XI, and paragraphs 209, 210, 211. It is understood that only the Wage Schedule and premiums will be subject to negotiations and new wage rates and premiums, if any, that are negotiated at that time will become effective not before December 5, 1993.

EXECUTED: January 15, 1993

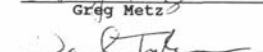
The Regents of the
University of Michigan


Bruce Pringle



Armando Lopez


Gary Maki

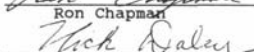

Greg Metz


David Tyler

Local 547, International
Union of Operating
Engineers

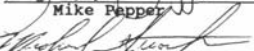

Philip Schloop


Ron Chapman


Nick Daley


Ronald Parrish


Mike Pepper


Michael Strother


Greg Gronowski

President


Jennifer Trudeau

Recording Secretary

APPENDIX A

203

CLASSIFICATION AND PAY GRADES

PAY GRADE	CLASSIFICATION
E-1	Boiler Operator Trainee
E-1	Heat Recovery Operator Trainee
E-2	Boiler Operator
E-2	Boiler/Refrigeration Operator
E-2	Heat Recovery Operator
E-3	Boiler Operator-Turbine Operator Designee
E-3	Instrument and Control Repairperson Designee
E-3	Powerhouse Maintenance and Repairperson Designee
E-4	Instrument and Control Repairperson
E-4	Powerhouse Maintenance and Repairperson
E-4	Turbine Operator
E-4	HVAC Repairperson I - Flint
E-5	Turbine Operator-Operating Engineer Designee
E-5	Instrument and Control Specialist Designee
E-6	Powerhouse Repairperson
E-6	Energy Management Systems Operator - Flint
E-6	HVAC Repairperson II - Flint
E-6	HVAC Leader - Flint
E-6	Instrument and Control Specialist
E-7	Operating Engineer

APPENDIX B
WAGE SCHEDULES

204 Effective December 6, 1992 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-1	12.18		12.68	13.18	13.69	14.59	15.52
E-2	14.59		15.52**				
E-3	15.52	15.74	16.04				
E-4	16.04	16.57					
E-5	16.57	16.80	17.17				
E-6	17.17	18.07					
E-7	17.95	18.84					

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

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

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

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

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.

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

- 208 Time off without pay shall not be counted in progressing from one step to the next.
- 209 An employee whose assigned weekly schedule of work is for operational work exclusively shall be paid thirty cents (\$.30) 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.
- 210 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 thirty cents (\$.30) 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.
- 211 An employee who, in addition to his normal duties and responsibilities (1) 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 sixty cents (\$.60) per hour in addition to his hourly rate during the period of his assignment. An employee shall be paid this leader rate for all time actually worked in this

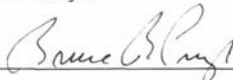
capacity and for all paid time off, provided the employees is so assigned prior to and subsequent to his paid time off. Nothing in this memorandum shall be construed to mean that an employee must be assigned these responsibilities. Such assignments are solely within the discretion of the University.

MEMORANDUM OF UNDERSTANDING

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

BY: _____



Bruce B. Pringle

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

BY: _____



Philip Schloop

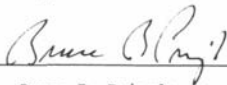
DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

It is understood that an employee will take his unpaid lunch period as scheduled by the University pursuant to paragraph 32 unless he receives prior approval from his supervisor to have his lunch period at another time. At the present time this lunch period is from twelve noon until 12:30 p.m..

For the Regents of the University
of Michigan

BY: _____



Bruce B. Pringle

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

BY: _____



Philip Schloop

DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

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

BY: _____


Bruce B. Pringle

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

BY: _____


Philip Schloop

DATE: January 15, 1993

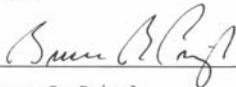
MEMORANDUM OF UNDERSTANDING
HEALTH INSURANCE

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

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

For the Regents of the University
of Michigan

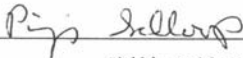
BY: _____



Bruce B. Pringle

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

BY: _____



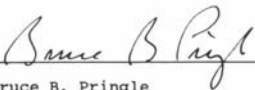
Philip Schloop

DATE: January 15, 1993

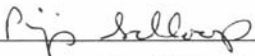
MEMORANDUM OF UNDERSTANDING

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

BY: 
Bruce B. Pringle

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

BY: 
Philip Schloop

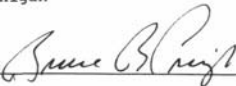
DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

The normal schedule of work is defined in Section A. of Article VIII applies to employees assigned to operational relief. While 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.

For the Regents of the University
of Michigan

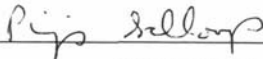
BY: _____



Bruce B. Pringle

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

BY: _____



Philip Schloop

DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

Notwithstanding the provisions of Article XXXIX, 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 XXXIX, 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

BY: 
Bruce B. Pringle

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

BY: 
Philip Schoop

DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

During the term of this Agreement and notwithstanding the provisions of Article XXIII, 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

BY: _____


Bruce B. Pringle

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

BY: _____


Philip Schloop

DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

Effective with the execution date of this agreement, the panel of arbitrators as provided for in Reference Paragraph 182 shall be as follows:

1. Patrick McDonald
2. William Daniel
3. Paul Glendon

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

BY: _____


Bruce B. Pringle

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

BY: _____


Philip Schloop

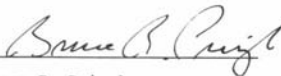
DATE: January 15, 1993

MEMORANDUM OF UNDERSTANDING

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.

For the Regents of the University of Michigan

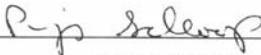
BY: _____



Bruce B. Pringle

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

BY: _____



Philip Schloop

DATE: January 15, 1993

Memorandum of Understanding

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

BY: 
Bruce B. Pringle

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

BY: 
Philip Schloop

DATE: January 15, 1993

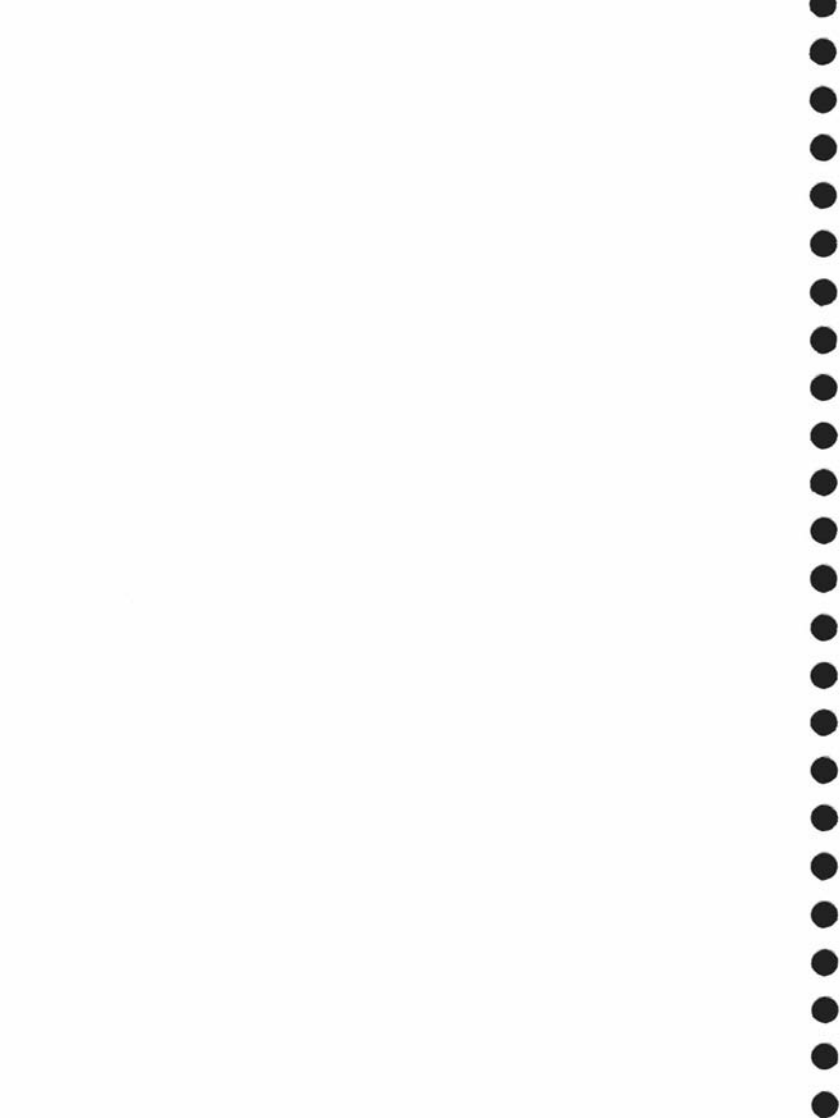
1993

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
JANUARY							FEBRUARY							MARCH							APRIL						
1	2						1	2	3	4	5	6	1	2	3	4	5	6	1	2	3						
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	28	29	30	31	28	29	30	31	25	26	27	28	29	30	25	26	27	28	29	30
31																											
MAY							JUNE							JULY							AUGUST						
1							1	2	3	4	5	1	2	3	4	5	6	7	1	2	3	4	5	6	7		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31	29	30	31	29	30	31				
30	31																										
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
1	2	3	4				3	4	5	6	7	8	9	1	2	3	4	5	6	1	2	3	4				
5	6	7	8	9	10	11	10	11	12	13	14	15	16	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	17	18	19	20	21	22	23	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	24	25	26	27	28	29	30	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			31							28	29	30	26	27	28	29	30	31					



1994

S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
JANUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	MARCH 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	APRIL 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MAY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
JUNE 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	JULY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	AUGUST 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	SEPTEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	OCTOBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
NOVEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	DECEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31			



1995

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
JANUARY							FEBRUARY							MARCH							APRIL						
1	2	3	4	5	6	7	1	2	3	4	1	2	3	4	2	3	4	5	6	7	8						
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	9	10	11	12	13	14	15
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	16	17	18	19	20	21	22
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	23	24	25	26	27	28	29
29	30	31	26	27	28	26	27	28	29	30	31	26	27	28	29	30	31	30									
MAY							JUNE							JULY							AUGUST						
1	2	3	4	5	6	1	2	3	2	3	4	5	6	7	8	1	2	3	4	5							
7	8	9	10	11	12	13	4	5	6	7	8	9	10	9	10	11	12	13	14	15	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	16	17	18	19	20	21	22	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	23	24	25	26	27	28	29	20	21	22	23	24	25	26
28	29	30	31	25	26	27	28	29	30	30	31	30	31	27	28	29	30	31									
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
1	2	1	2	3	4	5	6	7	1	2	3	4	1	2	3	4	3	4	5	6	7	8	9				
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	10	11	12	13	14	15	16
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	17	18	19	20	21	22	23
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	24	25	26	27	28	29	30
24	25	26	27	28	29	30	29	30	31	29	30	31	26	27	28	29	30	31									





