

AGREEMENT

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

and

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

March 31, 1974—March 31, 1976

TABLE OF CONTENTS

	Paragraph	Page
Absence Procedure & Overtime		
Distribution	339-341	72
Agreement Statement	1	1
Athletic Card	289	64
Arbitration	273-287	59-63
Selection of Arbitrators	274	60
Submission to Arbitration	273	59-60
Terms and Conditions of Arbitration	275-287	60-63
Benefit Plans	299	65
Bulletin Boards	29-35	10-11
Call Back Pay	85	21
Classification & Wages	74-80	18-20
New, Changed or Eliminated		
Classifications	75-76	18-19
Procedure for Establishment of New or		
Changed Classifications and Placement		
in the Wage Schedule	77-80	19-20
Wage Schedule	74	18
Conferences	288	63
Definitions	3-5	1
Description of Unit	2	1
Disability Plan	225-229	49-50
Discipline	245-251	52-54
Dues or Service Checkoff	23-28	7-10
Funeral Leave Pay	189	41
General Provisions	300-304	66-67
Grievance Procedure	252-272	54-59
Definition of Grievance	258	55
Grievance Discussions, Time Limits &		
Adjustment	264-265	57-58
Group Grievances	259-260	55-56
Liability	269-272	58-59

	Paragraph	Page
Procedure	261-263	56-57
Union Representation	252-257	54-55
Visitation by Union Official	266-268	58
Group Life Insurance	209-216	46-47
Health Insurance	217-218	47-48
Inclement Weather	294-297	65
Holidays	152-168	34-36
Jury & Witness Service	190-191	41-42
Layoff & Recall Procedure	116-125	27-28
Definitions	122-123	28
Layoff Procedure	116-119	27
Liability	124-125	28
Recall Procedure	120	27
Seniority Preference	121	27-28
Laundry & Miscellaneous Services	292	64
Leaves of Absence	193-208	42-46
Childcare	198	44
Disability	195	43
General Conditions	203-208	45-46
Medical	193-194	42-43
Military	197	43
Personal	196	43
Return to Active Employment	200-202	44
Union	199	44
Library Privilege	290	64
Longevity Pay	233-243	51-52
Eligibility	233	51
Payment Date	241	51
Retirement or Death	242-243	52
Schedule of Payments	234-240	51
Management Rights	6	2
Memorandum of Understanding (Operational Shift Work)	338-340	71
Memorandum of Understanding	335-337	71
Military Duty	192	42

	Paragraph	Page
Miscellaneous	289-299	64-65
Non-Discrimination	13-17	5
No-Strike Guarantee	7-12	3-4
Overtime	53-73	14-18
Definitions	71-73	17-18
Distribution	62-70	16-17
Overtime Pay	53-59	14-15
Pyramiding	60	15
Scheduling	61	15-16
Pay Checks	298	65
Probationary Employees	113-115	26
Promotions	126-129	29-30
Rates of Pay on Transfer	87-91	22
Recognition & Definition	2-5	1
Reporting Pay	86	21
Retirement Plan	230-232	50
Safety	293	64-65
Schedule "A"	309-337	69-71
Seniority Definitions & Loss of Seniority	92-111	22-25
Definitions	92-103	22-24
Loss of Seniority	104-111	24-25
Seniority List	112	25-26
Shift & Relief Premium	81-84	20
Shift Preference	130	30
Sickness or Injury Disability Income	131-151	30-34
Determination of Disability Income	143	32-33
Eligibility	131-138	30-31
Hours of Disability Income Payable	139-140	31
Notice & Proof of Disability	144-150	33
Part Time Employee	142	32
Preventive Medical & Dental Care	151	34
Schedule of Maximum	141	32
Term of Agreement	306-308	68
Travel Accident Insurance	219-224	48-49
Tuition Refund Program	244	52

	Paragraph	Page
Union Security	18-22	6-7
Vacations	169-188	36-40
Accrual	169-175	36-37
Eligibility	176	38
Pay for Accrued Vacation Time	178-179	38
Pay in Lieu of Vacation Time	177	38
Scheduling of Paid Vacation Time	180-187	39-40
Work Call During Vacation	188	40
Waiver	305	67
Wash Up Time	291	64
Work Schedules	36-52	11-14

- 1 The Regents of the University of Michigan (hereinafter called the "University") and Local 547, International Union of Operating Engineers, AFL-CIO (hereinafter called the "Union") agree as follows:

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 the Wage Schedule which is a part of this agreement (Schedule A) for the purposes of collective bargaining in respect to wages, hours and other conditions of employment.

Section B. Definitions

- 3 1. The terms "employee" and "employees" as used in this agreement (except where the agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.
- 4 2. The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.
- 5 3. The term "part-time employee" shall mean an employee whose normal schedule of work is less than forty (40) hours per calendar week.

ARTICLE II

MANAGEMENT RIGHTS

6 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

- 7 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.
- 8 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.
- 9 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.

- 10 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.
- 11 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 such action or interference.
- 12 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.

- 13 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.

- 14 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.

- 15 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.
- 16 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.

- 17 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.

- 18 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.

- 19 No employee shall be terminated under Section A of this article unless:
- 20 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
- 21 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.

- 22 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 OR SERVICE CHARGE CHECKOFF

- 23 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 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 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 or service charge as certified to the University by the financial officer of the Union, and to remit the same to the Union at such time and in such manner as may be agreed upon between the University and the Union.

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)

- 24 The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF
UNION

I certify that the membership dues or service charge
for _____ is \$ _____ per _____
(type or print)

Date _____ Signature _____
Financial Secretary—Union

Date of Delivery to University _____

- 25 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues or Service Charge" and (2) the amount of the monthly membership dues 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 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.
- 26 An employee may revoke his "Voluntary Authorization for Deduction of Union Dues or Service Charge" at any time by written notification to the University on a form provided by the University. Payroll deductions shall terminate when a revocation has been delivered to the University at least thirty (30) calendar days prior to the last pay day of the calendar month.
- 27 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 (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The University will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues or Service Charge."

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

ARTICLE VII

BULLETIN BOARDS

- 29 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:

- 30 a. Recreational and social affairs of the Union;
- 31 b. Union meetings;
- 32 c. Union elections, appointments;
- 33 d. Results of Union elections;

- 34 e. Other material approved by the Personnel Director of the University, or his designated representative.
- 35 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, of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

ARTICLE VIII

WORK SCHEDULES

Section A.

- 36 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.

Section B.

- 37 Assigning schedules of work to employees, other than those assigned as operational relief, shall be consistent with the following requirements:
- 38 1. Such employee will be assigned schedules of work on a weekly basis.
- 39 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.

- 40 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.
- 41 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:
- 42 a. Temporary work situations caused by abnormal and unforeseen events other than employee absences, and
- 43 b. employees absences which reasonably can be expected to exceed one work day, and
- 44 c. an employee absence resulting from application of Section G of Article XXI.
- 45 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, and shift premium, if applicable, 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.
- 46 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.
- 47 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.

- 48 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.
- 49 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.

- 50 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.

Section D.

- 51 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.

- 52 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

- 53 Overtime pay computed at one and one-half times the employee's hourly rate and shift premium or relief premium, if applicable, will be paid for actual time worked:
- 54 1. In excess of eight (8) hours in a day;
- 55 2. In excess of forty (40) hours in a week;
- 56 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;
- 57 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;

- 58 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.
- 59 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

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

Section C. Scheduling

- 61 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.

Section D. Distribution

- 62 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 starting with the employee with the most classification seniority and proceeding in turn to the employee with the least classification seniority. Thereafter overtime will be distributed to employees 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.
- 63 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.
- 64 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 em-

ployee in the same classification in the unit of distribution.

- 65 Any inequitable distribution will be rectified in the future scheduling of overtime.
- 66 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 begin at zero for all employees, effective with the beginning of the first pay period following the execution date of this agreement and thereafter will run continuously.
- 67 Willow Run Airport, Dearborn and the following groupings in Ann Arbor shall be separate units of distribution:
- 68 1. Huron Street Plant operators, relief operators and maintenance employees.
- 69 2. Hoover Street operators and other employees working on the Hoover Street circuit.
- 70 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

- 71 For the purposes of this Article and the computation of overtime pay the following shall apply:
- 72 1. "Day" means the twenty-four (24) consecutive hour period beginning at 11 p.m. in Ann Arbor,

and at midnight at Willow Run Airport and Dearborn.

- 73 2. "Week" means seven (7) consecutive days beginning at 11 p.m. on Saturday in Ann Arbor, and at midnight between Saturday and Sunday at Willow Run Airport and Dearborn.

ARTICLE X

CLASSIFICATIONS AND WAGES

Section A. Wage Schedule

- 74 Wages shall be paid in accordance with the wage schedule as set forth in Schedule A, 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

- 75 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 the wage Schedule A, and new or changed classifications which may be placed in the wage Schedule, shall remain in effect during the term of this agreement unless the job content of a classification is substantially changed.
- 76 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

- 77 The following procedure will be followed whenever a new or changed classification is placed in the wage Schedule as provided in Section B:
- 78 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.
- 79 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.
- 80 3. If there is 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

- 81 A shift premium of twenty cents (20¢) per hour worked shall be paid to any employee who starts work on or after 12 noon and before 8:00 p.m. Effective September 22, 1974, this premium shall be twenty-five cents (25¢).
- 82 A shift premium of twenty-five cents (25¢) per hour worked shall be paid to any employee who starts work on or after 8:00 p.m. and before 4:00 a.m. Effective September 22, 1974, this premium shall be forty cents (40¢).
- 83 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 a full eight (8) hour shift, he shall be paid the shift premium for that shift, or the shift premium for his first eight (8) hours, whichever premium is greater.
- 84 A premium of twenty-five cents (25¢) per hour worked shall be paid to an employee during the period of time he is assigned as operational relief and subject to schedule of work changes without notice. When an employee receives this premium, he shall not receive a shift premium. Effective September 22, 1974, this premium shall be thirty centers (30¢).

ARTICLE XII

CALL BACK PAY

85 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, and shift premium or relief premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously, except for a lunch 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

86 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, plus shift premium or relief premium, if applicable, 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

- 87 When an employee is promoted, his hourly rate shall be the starting rate for the classification.
- 88 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.
- 89 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.
- 90 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.
- 91 When an employee is transferred on a temporary basis to a classification in a lower pay grade, his hourly rate shall be maintained.

ARTICLE XV

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

Section A. Definitions

- 92 For the purposes of this agreement the following definitions shall apply:
- 93 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.

- 94 2. "Unit seniority" means length of continuous service in the unit beginning with the latest date of hiring or transfer into the bargaining unit.
- 95 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.
- 96 4. "Seniority group" means that grouping of employees assigned to work at the following locations:
- 97 a. Ann Arbor
- 98 b. Willow Run Airport
- 99 c. Dearborn
- 100 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.
- 101 5. "Classification seniority" means length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification.
- 102 6. "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.

- 103 7. 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 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

- 104 An employee shall lose his status as an employee and his seniority if:
- 105 1. He resigns or quits;

- 106 2. He is discharged or terminated (unless reversed through the grievance or arbitration procedures);
- 107 3. He retires;
- 108 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;
- 109 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
- 110 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.
- 111 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 facts have occurred giving rise to his grievance.

ARTICLE XVI

SENIORITY LIST

- 112 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.

- 113 An employee is a "probationary employee" until his first day of work following completion of 500 actual hours of work within a period of six consecutive months.

Section B.

- 114 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 and 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.

- 115 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

- 116 When an employee is to be laid off, the following layoff procedure shall apply:
- 117 1. Layoffs shall be by and from each seniority group;
- 118 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;
- 119 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 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

- 120 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

- 121 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

- 122 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.
- 123 2. For the purposes of this Article, an employee shall accrue classification seniority in all classifications assigned to lower pay grades in his seniority group, as well as accrue classification seniority as defined in Section A 5 of Article XV. In addition and notwithstanding Section A 5 of Article XV, he shall continue to accrue classification seniority in all classifications to which he was previously assigned.

Section E. Liability

- 124 A grievance involving compliance with this Article shall begin at Step Two of the Grievance Procedure, provided it is submitted in writing at Step Two of the Grievance procedure within seven (7) calendar days after facts have occurred giving rise to the grievance.
- 125 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

- 126 The factors in making a promotion shall be qualifications and classification seniority. Qualifications shall include a review of the employee's work record, other knowledge made known to the University regarding qualifications, physical capacity, pre-developed skills, knowledge and understanding of procedures and equipment, attention to duty and work habits. When it is determined that qualifications have been met, classification seniority of employees assigned to a classification in the next lower pay grade shall be the determining factor. Thereafter classification seniority of employees in classifications assigned to each next succeeding lower pay grade shall be considered in the same manner.
- 127 A "promotion" is defined as the transfer of an employee to a regular opening in a classification assigned to a higher pay grade within his own seniority group. A regular opening is one which is expected to continue indefinitely until discontinued by the University and shall not include any opening which is limited in duration, or occasioned by absences for whatever the reason, or an incident of work assignment shifting. An employee assigned to the classification, Boiler Operator, who is regularly performing operational work in the Huron Street Plant shall be considered for promotion in operational work in that plant prior to considering other boiler operators.
- 128 Prior to making a promotion, a regular opening will be posted in the seniority group for five (5) calendar days, except when an employee with the most seniority in a classification assigned to the next lower pay grade in the seniority group is promoted.
- 129 A promotion may be questioned through the grievance and arbitration procedures, but only by an em-

ployee 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 classification seniority, or (2) is assigned to a classification in a higher pay grade than the employee selected for the promotion.

ARTICLE XX

SHIFT PREFERENCE

130 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

131 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 disabil-

ity income shall be payable for any disability which results or occurs as follows:

- 132 1. Intentionally self-inflicted;
- 133 2. Participating in any criminal act;
- 134 3. Participating in a riot or civil commotion;
- 135 4. Working for an employer other than the University;
- 136 5. During a layoff, leave of absence, or disciplinary layoff;
- 137 6. Following a termination date that was determined prior to occurrence of the disability; or
- 138 7. During a vacation, except when hospitalized.

Section B. Hours of Disability Income Payable

- 139 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.
- 140 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

141	University Seniority	Maximum Hours Of Disability Income
	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

142 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 payable 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

143 Except as otherwise limited by this Article, the amount of disability income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight in a day nor forty in a week, of time lost from work because of the disability times the employee's hourly rate at the time the disability occurs, plus shift premium, if applicable; provided, however, in any week in which an employee re-

ceives a loss of time Workmen's Compensation benefit (including any dependency allowance), the amount of that benefit shall be subtracted from the amount of the disability income that would otherwise be payable.

Section F. Notice and Proof of Disability

- 144 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.
- 145 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:
- 146 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;
- 147 2. The amount of time lost from work in hours because of the disability;
- 148 3. The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.
- 149 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.
- 150 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

151 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.

ARTICLE XXII

HOLIDAYS

Section A.

- 152 The paid holidays shall be as follows:
- 153 1. New Year's Day
 - 154 2. Memorial Day
 - 155 3. Independence Day
 - 156 4. Labor Day
 - 157 5. Thanksgiving Day
 - 158 6. The day after Thanksgiving Day
 - 159 7. Easter Sunday
 - 160 8. Christmas Day
 - 161 9. December 24th

Section B.

162 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 hours period beginning at 11 p.m. the day before the calendar day on which each holiday falls.

Section C.

- 163 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 plus shift premium, if applicable, for the holiday provided the employee meets the following eligibility requirement:
- 164 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 obligation.

Section D.

- 165 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 plus shift premium, if applicable, times his normal schedule of hours per week divided by five. Those normally scheduled to work less than twenty (20) hours per week shall not receive pay for the holiday.

Section E.

- 166 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 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.

- 167 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.

- 168 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

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

	Rate of Accrual Per Calendar Month
University Seniority	
First five years	eight hours
From five through eight years	twelve hours
Over eight years	sixteen hours

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

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

Day of Calendar Month	Start of Employment or Return from Leave of Absence	End of Employment or Start of Leave of Absence
one through ten	100%	none
eleven through twenty	50%	50%
twenty-one through end	none	100%

172 3. Except as provided in 2 above an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which he 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, but more than seven work days, he shall accrue 50% of his Section 1 accrual.

173 4. 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.

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

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

Section B. Eligibility

- 176 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

- 177 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

- 178 1. Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken, plus shift premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used. 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.
- 179 2. Pay in lieu of vacation time shall be at the employee's hourly rate, at the time the event set forth in Section C occurs, plus shift premium, if applicable, times the number of hours of accrued vacation time.

Section E. Scheduling of Paid Vacation Time

180 1. Scheduled and Posted

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:

181 a. The University will post prior to February 1 of each year any limitations concerning the scheduling of vacations, including the election to close down any or all of its operations and schedule vacations during the close down period.

182 b. Employees will request vacation time during the month of February for all scheduled vacation to be taken during the following April through March.

183 c. Based upon these requests, the University will schedule vacations in order of preference on the basis of classification seniority.

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

185 2. Unposted

Vacations which are not scheduled and posted in accordance with the above procedure may be granted in the sole discretion of the University, provided it is requested in advance by the employee, except that when extraordinary circumstances beyond the control of the employee cannot be corrected in time for him to meet his employment obligation, paid vacation time may

be granted for the absence. The attendance at the funeral of an uncle, aunt, nephew or niece and facts and circumstances of a confidential nature for which an absence is required, providing sufficient information is given to the University to make this determination, shall be reason for granting an unposted vacation. 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 unless in the judgment of the University the circumstances warrant a substitution.

- 186 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.
- 187 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 time.

Section F. Work Call During Vacation

- 188 No employee shall be called to report for work while on vacation, whether it be posted or unposted, unless the presence of the employee on vacation 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 185.

ARTICLE XXIV

FUNERAL LEAVE PAY

189 In the event of the death of an employee's spouse, or the son, daughter, parent (including step-parent), grandparent, brother, sister, grandchild (or the spouse of any of them), of either the employee or his spouse, or of any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay (maximum of eight (8) hours a day at his hourly rate plus shift premium, if applicable). The amount of time off work with pay shall be only that which is required to attend the funeral and make necessary funeral arrangements, but in no event shall it exceed three (3) work days.

ARTICLE XXV

JURY AND WITNESS SERVICE

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

191 Whenever practicable and notwithstanding the then existing schedule of work of other employees, an em-

ployee while on jury duty will be assigned to the day shift, provided the schedule of work change does not require the payment of an overtime premium.

ARTICLE XXVI

ANNUAL MILITARY DUTY

192 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 plus shift premium, if applicable. Armed forces reserve or national guard base pay shall be offset against such pay. Except as otherwise provided in this agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay 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

193 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.

- 194 The leave of absence shall be for the period of continuing disability, but not to exceed six 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

- 195 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

- 196 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

- 197 An employee entering the Military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to

exceed four years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in paragraph 202 and the time required for placement.

Section E. Childcare

- 198 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

- 199 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 year. Upon written request of the Union the leave will be extended for additional periods of 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

- 200 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.
- 201 An employee returning from a leave of absence will be placed in his former classification unless the Uni-

versity's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

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

Section H. General Conditions

- 203 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.
- 204 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.
- 205 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.
- 206 During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan, provided, however, that subject to, and consistent with, the Retirement Plan, an employee on a leave of absence may continue active participation by making direct payment of any amount to the University in the manner prescribed by the University.

207 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 days of a personal leave of absence and shall be retained thereafter.

208 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

209 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:

Amount of Insurance and Monthly Employee Contribution for Full-Time Employees, Both in Accordance With the Following Age Brackets:

Hourly Rate	Up to but not including age 30	Age 30 to 39 Inclusive	Age 40 to 49 Inclusive	Age 50 to 64 Inclusive
210 \$4.57 but less than \$5.53	33,000 3.30	33,000 4.95	28,000 8.40	22,000 8.80
211 \$5.53 but less than \$6.49	39,000 3.90	39,000 5.85	33,000 9.90	26,000 10.40
212 \$6.49 but less than \$7.93	48,000 4.80	48,000 7.20	40,000 12.00	32,000 12.80

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

214 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

215 The Group Health Insurance Plan shall be as provided by the University. It 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 prior to the effective date of the amendment. The University agrees to maintain during the term of this agreement a contribution level of up to not less than 75% of the cost of full family premium for Michigan Blue Cross-Blue Shield for the coverage selected by each employee, provided, however, that beginning with the next increase in premium for Michigan Blue Cross-Blue Shield, the contribution level shall be up to not less than 75% of the cost of full family premium for Michigan Blue Cross-Blue Shield and TIAA Major Medical for the coverage selected by each employee. In addition, and if the University increases its monthly contribution for University employees not represented by a Union, the University will increase its contributions for employees in this bargaining unit in the same manner and to the same extent. No matter concerning the Group Health Insurance Plan

shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article and whether or not the employee has coverage in accordance with the terms of the Plan.

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

ARTICLE XXX

TRAVEL ACCIDENT INSURANCE

- 217 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:
- 218 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.
- 219 2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).
- 220 3. One-half the principal sum for loss of any one member.
- 221 4. Disability benefits.

222 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

223 The Disability 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:

224 1. An eligible full-time employee shall receive a disability income which shall be 50% of his monthly base income (hourly rate times 2080 divided by twelve (12)) or \$1,000.00 per month, whichever amount is less.

225 2. In the event that cash benefits are received from other sources as set forth in the plan, the disability income set forth in 1 above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 75% of the employee's monthly base income.

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

227 In the event of any amendment that affects employees in the bargaining unit, the Union will be noti-

fied prior to the effective date of the amendment. No matter concerning the Disability Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article.

ARTICLE XXXII

RETIREMENT PLAN

228 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:

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

230 2. At the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five (5) per cent of an employee's Social Security base earnings each month and the employee will not contribute. When earnings are in excess of the Social Security base, 1 above shall apply. 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

231 Beginning October 31, 1970, 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

232 Longevity pay shall be based on University seniority as of October 31 in the year of payment, and shall be computed as a percentage of Form W-2 gross earnings, but not to exceed the first \$6,000.00, 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 \$6,000.00
233 6 or more, but less than 10 years	2%
234 10 or more, but less than 14 years	3%
235 14 or more, but less than 18 years	4%
236 18 or more, but less than 22 years	5%
237 22 or more, but less than 26 years	6%
238 26 or more years	8%

Section C. Payment Date

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

Section D. Retirement or Death

- 240 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.
- 241 Such longevity pay shall be pro-rated on the basis of completed calendar months of service from the preceding October 31 to the date of retirement, death or transfer.

ARTICLE XXXIV

TUITION REFUND PROGRAM

- 242 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 not to exceed \$200.00 a calendar year upon completion of an approved job-related course at, or through, approved educational or training institutions during nonworking 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.

ARTICLE XXXV

DISCIPLINE

Section A.

- 243 The University shall not discharge or take over disciplinary action 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 viola-

tion of a reasonable rule, 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.

Section B.

- 244 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.

- 245 If any grievance alleging a violation of this Article should be taken to Arbitration, the arbitrator's author-

ity shall be limited to the fact question of whether there was cause and as follows:

- 246 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.
- 247 2. If he finds there was no cause, he shall nullify the disciplinary action taken.
- 248 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.

- 249 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

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

- 251 1. Ann Arbor
252 2. Willow Run Airport, and
253 3. Dearborn

254 In addition, there may be two 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.

255 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

256 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

257 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.

- 258 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. 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. Procedure

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

260 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.

261 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 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

262 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.

263 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

- 264 Upon request to the designated representative of the University and providing mutually 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.
- 265 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.
- 266 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

- 267 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:

- 268 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.
- 269 2. The period between the first date offered for discussion of a grievance by the University and the 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
- 270 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

- 271 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

272 Following the written notice to the University Review Committee, the University and the Union shall meet to select an arbitrator. If an arbitrator is not selected within fifteen (15) calendar days following receipt of the written notice, either the University or the Union, or both, within the next seven (7) calendar days only may request the American Arbitration Association to submit a list of five (5) qualified arbitrators, none of whom may be in the employment of the University. It is understood that the labor arbitration rules of the American Arbitration Association shall not apply to this agreement. If one of the five (5) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Union, until one name remains. He shall act as the arbitrator.

Section C. Terms and Conditions of Arbitration

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

274 1. Either the University or the Union or both shall notify the arbitrator of his selection and upon his acceptance shall forward to the arbitrator 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. In the event the arbitrator does not accept his selection, the selection process set forth in Section B shall be repeated until an arbitrator has accepted selection.

- 275 2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
- 276 3. At the time of the arbitration hearing both the University and the Union shall have the right to examine and cross-examine witnesses.
- 277 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.
- 278 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.
- 279 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.

- 280 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.
- 281 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.
- 282 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 his 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.

- 283 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 an aggrieved employee who is an essential witness shall be paid by the University for time lost from his normal schedule of work.
- 284 11. The arbitrator shall render his decision in writing within thirty (30) calendar days.
- 285 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

- 286 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.

ARTICLE XXXIX

MISCELLANEOUS

Section A.

- 287 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.

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

Section C.

- 289 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.

- 290 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, Willow Run and Dearborn.

Section E.

- 291 When an employee alleges that an unsafe condition exists, the condition will be promptly investigated. If

no action is taken, or action will be delayed, the Chief Steward will be given a written response.

Section F.

- 292 In the event that the University declares inclement weather for a specified period of time for a geographic area, a full-time employee living or working in the geographic area affected will be paid for time lost during the inclement weather period as follows, provided the University determines that he could not get to work as scheduled:
- 293 1. Eight (8) hours pay if he reports at any time during the first four (4) hours of his assigned shift and works the remainder of his shift.
- 294 2. Four (4) hours pays if he reports at any time during the second four (4) hours of his assigned shift and works the remainder of his shift.
- 295 In the event that the employee does not get to work as scheduled under the circumstances and conditions described above, at his option, he will receive either paid vacation time, if accrued, or an excused absence without pay for the absence.

Section G.

- 296 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 Willow Run.

Section H.

- 297 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.

ARTICLE XL

GENERAL PROVISIONS

Section A.

298 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.

299 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.

300 No provision of this agreement, or any supplement thereto, nor the rights of either the University or the Union under the terms of the 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.

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

Section D.

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

ARTICLE XLI WAIVER

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

ARTICLE XLII

TERM OF AGREEMENT

304 This agreement shall become effective March 31, 1974 and shall remain in full force and effect until and including March 31, 1976, and thereafter from year to year, unless written notice of termination is given by either the University or the Union to the other party not less than sixty (60) nor more than one hundred twenty (120) days prior to March 31, 1976.

305 Executed this 18th day of June, 1974.

306 The Regents of the University of Michigan

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

By: Robert B. Parker
Robert J. Williams
James A. English
Charles Brangan
William B. Semmes

By: Robert B. Ross
Richard Gammel
J. J. Jordan

SCHEDULE A

307 Effective with the bi-weekly pay period beginning on April 7, 1974, the wage schedule shall be as follows:

Classification	Pay Grade	Start	3 Mos.*	12 Mos.	24 Mos.
308 Boiler Operator	1	4.84	5.02	5.20	5.57
309 Boiler and Refrigeration Operator					
310 Head Boiler Operator	2	5.67	5.80		
311 Turbine Operator Instrument and Control Repairperson	3	6.03	6.15		
312 Operating Engineer	4	6.51	6.75		

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

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

315 Effective with the bi-weekly pay period beginning on September 22, 1974, the wage schedule shall be as follows:

Classification	Pay Grade	Start	3 Mos.*	12 Mos.	24 Mos.
316 Boiler Operator	1	4.94	5.12	5.30	5.67
317 Boiler and Refrigeration Operator					
318 Head Boiler Operator	2	5.77	5.90		
319 Turbine Operator Instrument and Control Repairperson	3	6.13	6.25		
320 Operating Engineer	4	6.61	6.85		

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

- 322 Time off without pay shall not be counted in progressing from one step to the next.
- 323 Beginning with the effective date of this wage schedule, an employee other than one assigned as operational relief, whose assigned weekly schedule of work is for operational work exclusively shall be paid ten cents (10¢) per hour in addition to his hourly rate during the period of his assignment.
- 324 Effective with the bi-weekly pay period beginning on April 6, 1975, the wage schedule shall be as follows:

Classification	Pay	3	12	24	
	Grade	Start	Mos.*	Mos.	Mos.
325 Boiler Operator	1	5.31	5.50	5.69	6.09
326 Boiler and Refrigeration Operator					
327 Head Boiler Operator	2	6.20	6.34		
328 Turbine Operator Instrument and Control Repairperson	3	6.58	6.71		
329 Operating Engineer	4	7.10	7.36		

- 330 *Or completion of probationary period, whichever period of time is the later.
- 331 Time off without pay shall not be counted in progressing from one step to the next.
- 332 An employee, other than one assigned as operational relief, whose assigned weekly schedule of work is for operational work exclusively shall be paid ten cents (10¢) per hour in addition to his hourly rate during the period of his assignment.

MEMORANDUM OF UNDERSTANDING

333 It is understood that an employee will take his unpaid lunch period as scheduled by the University pursuant to paragraph 36 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.

334 For The Regents of The University of Michigan

By: James R. Thury

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

By: J. D. Jordan

MEMORANDUM OF UNDERSTANDING

336 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.

337 For The Regents of The University of Michigan

By: James R. Thury

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

By: J. D. Jordan

ABSENCE PROCEDURE AND OVERTIME DISTRIBUTION

339 It is the understanding of the parties that a procedure for reporting of absences and the distribution of overtime will be posted and followed during periods when a supervisor is not present. This procedure may be changed from time to time, but a procedure will always be available.

340 For The Regents of the University
of Michigan

By:  _____

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

By:  _____

NOTES

NOTES

1974

JANUARY	FEBRUARY	MARCH
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- -- 1 2 3 4 5	-- -- -- -- -- 1 2	-- -- -- -- -- 1 2
6 7 8 9 10 11 12	3 4 5 6 7 8 9	3 4 5 6 7 8 9
13 14 15 16 17 18 19	10 11 12 13 14 15 16	10 11 12 13 14 15 16
20 21 22 23 24 25 26	17 18 19 20 21 22 23	17 18 19 20 21 22 23
27 28 29 30 31 -- --	24 25 26 27 28 -- --	24 25 26 27 28 29 30
-- -- -- -- --	-- -- -- -- --	31 -- -- -- -- --
APRIL	MAY	JUNE
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- 1 2 3 4 5 6	1 -- -- -- 1 2 3 4	1 -- -- -- -- 1
7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8
14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
28 29 30 -- -- -- --	26 27 28 29 30 31 --	23 24 25 26 27 28 29
-- -- -- -- --	-- -- -- -- --	30 -- -- -- -- --
JULY	AUGUST	SEPTEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- 1 2 3 4 5 6	-- -- -- -- 1 2 3	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31 -- -- --	25 26 27 28 29 30 31	29 30 -- -- -- --
-- -- -- -- --	-- -- -- -- --	-- -- -- -- --
OCTOBER	NOVEMBER	DECEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- -- 1 2 3 4 5	-- -- -- -- -- 1 2	1 2 3 4 5 6 7
6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14
13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
27 28 29 30 31 -- --	24 25 26 27 28 29 30	29 30 31 -- -- --
-- -- -- -- --	-- -- -- -- --	-- -- -- -- --

1975

JANUARY	FEBRUARY	MARCH
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- -- -- 1 2 3 4	-- -- -- -- -- 1	-- -- -- -- -- 1
5 6 7 8 9 10 11	2 3 4 5 6 7 8	2 3 4 5 6 7 8
12 13 14 15 16 17 18	9 10 11 12 13 14 15	9 10 11 12 13 14 15
19 20 21 22 23 24 25	16 17 18 19 20 21 22	16 17 18 19 20 21 22
26 27 28 29 30 31 --	23 24 25 26 27 28 --	23 24 25 26 27 28 29
-- -- -- -- --	-- -- -- -- --	30 31 -- -- -- --
APRIL	MAY	JUNE
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- -- 1 2 3 4 5	-- -- -- -- 1 2 3	1 2 3 4 5 6 7
6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14
13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21
20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28
27 28 29 30 -- -- --	25 26 27 28 29 30 31	29 30 -- -- -- --
-- -- -- -- --	-- -- -- -- --	-- -- -- -- --
JULY	AUGUST	SEPTEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- -- 1 2 3 4 5	-- -- -- -- -- 1 2	-- 1 2 3 4 5 6
6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13
13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20
20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27
27 28 29 30 31 -- --	24 25 26 27 28 29 30	28 29 30 -- -- --
-- -- -- -- --	31 -- -- -- -- --	-- -- -- -- --
OCTOBER	NOVEMBER	DECEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
-- -- -- 1 2 3 4	-- -- -- -- -- 1	-- 1 2 3 4 5 6
5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13
12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20
19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27
26 27 28 29 30 31 --	23 24 25 26 27 28 29	28 29 30 31 -- --
-- -- -- -- --	30 -- -- -- -- --	-- -- -- -- --

1976

JANUARY	FEBRUARY	MARCH
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1 2 3	1 2 3 4 5 6 7	.. 1 2 3 4 5 6
4 5 6 7 8 9 10	8 9 10 11 12 13 14	7 8 9 10 11 12 13
11 12 13 14 15 16 17	15 16 17 18 19 20 21	14 15 16 17 18 19 20
18 19 20 21 22 23 24	22 23 24 25 26 27 28	21 22 23 24 25 26 27
25 26 27 28 29 30 31	29	28 29 30 31
..
APRIL	MAY	JUNE
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1 2 3	.. . . . . 1	.. . . 1 2 3 4 5
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
25 26 27 28 29 30 ..	23 24 25 26 27 28 29	27 28 29 30
..	30 31 .. . . . .	.. . . . .
JULY	AUGUST	SEPTEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1 2 3	1 2 3 4 5 6 7	.. . . . 1 2 3 4
4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11
11 12 13 14 15 16 17	15 16 17 18 19 20 21	12 13 14 15 16 17 18
18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 20 21 22 23 24 25
25 26 27 28 29 30 31	29 30 31	26 27 28 29 30
..
OCTOBER	NOVEMBER	DECEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1 2	.. 1 2 3 4 5 6	.. . . . 1 2 3 4
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31 ..
31 .. . . . .	.. . . . .	.. . . . .

1977

JANUARY	FEBRUARY	MARCH
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1	.. . . 1 2 3 4 5	.. . . 1 2 3 4 5
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26
23 24 25 26 27 28 29	27 28	27 28 29 30 31
30 31 .. . . . .	.. . . . .	.. . . . .
APRIL	MAY	JUNE
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1 2	1 2 3 4 5 6 7	.. . . . 1 2 3 4
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	15 16 17 18 19 20 21	12 13 14 15 16 17 18
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	29 30 31	26 27 28 29 30
..
JULY	AUGUST	SEPTEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1 2	.. 1 2 3 4 5 6	.. . . . 1 2 3
3 4 5 6 7 8 9	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	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30 ..
31 .. . . . .	.. . . . .	.. . . . .
OCTOBER	NOVEMBER	DECEMBER
<u>SMTWTFS</u>	<u>SMTWTFS</u>	<u>SMTWTFS</u>
.. 1	.. . . 1 2 3 4 5	.. . . . 1 2 3
2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
30 31 .. . . . .	.. . . . .	.. . . . .

