

**Michigan
Technological
University**

Houghton, MI 49931



UAW

United Auto Workers - Local 5000

January 1st – December 31st, 2020

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AGREEMENT

1. This Agreement is made and entered into this 22nd day of November 2019, effective on January 1, 2020 between Michigan Technological University, hereinafter referred to as the University, and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers and its Office Professional Local 5000, hereinafter referred to as the Union. The designation of "they/them/their" through the Contract shall be deemed to include all genders.

PURPOSE

2. The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; to establish the machinery for collective bargaining; and to promote orderly and peaceful labor relations between the University and its employees. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

APPENDICES

3. All appendices designated by this Agreement shall be deemed a part of the Agreement and shall be fully enforceable under the enforcement procedures thereof.

RECOGNITION AND SCOPE OF AGREEMENT

4. **Recognition.** Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Public Act 379 of 1965, the University does hereby recognize the Union as the exclusive bargaining agent with respect to wages, hours, and working conditions of the Bargaining Unit described below.
5. **Bargaining Unit Work.**
 - A. The Bargaining Unit shall have sole collective bargaining jurisdiction over all work within each of the positions covered by this Agreement and members of the Bargaining Unit shall have the right to perform the duties and responsibilities for each position covered by this Agreement as set forth in paragraph 6. It is recognized that certain office professional work which is the same or similar to that which is performed by employees in the bargaining unit has and may continue to be performed by employees who are excluded from the bargaining unit.
 - B. Additionally, non-bargaining personnel may perform work in any of these positions temporarily, in emergencies or for the purpose of training, but not on any regular or scheduled basis and such work should not eliminate a position covered by this Agreement. It is understood that supervisory, administrative, and student employees will not be used to replace a bargaining unit employee on a permanent basis.
6. **Employees Covered.** This Agreement applies to the following employees: All regular full-time and regular part-time Office Professional employees (formerly clerical) employed by Michigan Technological University at all its locations. Excluded are administrative/professional employees reporting to the following positions: president, a direct report of the president, and the director of Human Resources. Also excluded are public safety officers, supervisors, faculty, technical employees, and all other employees as certified by MERC case number R89 I-240 dated December 4, 1989.

7. **Full and Part-Time Employees.**

- A. For the purpose of this Agreement, a full-time employee is an employee who is scheduled to work forty (40) hours a week. A part-time employee is an employee who is normally scheduled to work less than forty (40) hours a week. A normal work day for all regular full-time employees shall be eight (8) hours unless regularly scheduled otherwise.
- B. Nine-month employees must be off payroll for one period of eight (8) consecutive weeks. Ten-month employees must be off payroll for one period of four (4) consecutive weeks. The University will notify the Union if there is an exception to the off-payroll time period.

8. **Performance Evaluations.** Bargaining unit employees or supervisors may request a performance evaluation. Both parties must agree and complete the request form which can be obtained from the Human Resources Department. This evaluation will become part of the employee's personnel file. If the employee chooses not to have an evaluation, it will not adversely affect the employee's status in their present or future positions.

9. **Amendment.** This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplementation of this Agreement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to agree to any proposed amendment or supplement.

CONFORMITY TO LAW

10. **Agreement.** This Agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the University, the Union, and employees in the Bargaining Unit.

- A. In those instances where any state or federal law is contested, the provisions of that law shall be binding upon the parties until such time as a court of competent appellate jurisdiction declares it to be unconstitutional and of no legal effect.
- B. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract, and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.
- C. The Union and the University agree that the terms of this collective bargaining agreement shall be applied without regard to race, religion, color, national origin, age, sex, sexual orientation, gender identity, height, weight, genetic information, or marital status, disabled veteran status, veteran status, or disability.

11. The parties to this contract share a commitment to equal opportunity and affirmative action. Toward that end, the parties agree to cooperate in affirmative action efforts to hire and promote minorities and women where they are under-utilized in particular job groups. Should it become evident that particular provisions of the contract are preventing the successful implementation of the University's Affirmative Action Plan as it relates to the filling of vacancies in positions covered by this contract, the parties to this contract will meet to discuss and attempt to resolve these problems.
12. **Union Membership.** An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement. An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment commences and may remain a member of the UAW. Each Bargaining Unit employee who continues to be or becomes a member of the UAW on or before the 30th day after the effective date of this Agreement on or before the 30th day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, shall tender to the Union either periodic and uniformly required union dues. Union membership is not a condition of employment for any current or new employees.
13. **Checkoff.** The University, at the time of hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, shall apprise the prospective employee of this contract.
14. The Union shall be given the opportunity within the first fourteen (14) calendar days of a new hire covered by this agreement, to meet with the new employee. The Union designee shall conduct this meeting. The meeting shall not take more than thirty (30) minutes in length. Release time totaling thirty (30) minutes for each employee will be granted, and is to include travel time to and from the meeting, if the meeting is conducted during scheduled work hours. The Union must notify the University Labor designee of the meeting date, time, and designee attending so release time can be provided. Notification must be at least 48 hours in advance.
15. During the life of this Agreement, the University agrees to deduct the initiation fee and membership dues in accordance with the authorization for checkoff of dues, and forward same to the Union's financial officer. The amounts to be deducted shall be certified to the University by the Union within fifteen (15) days after the execution of this Agreement. The University shall make the deductions in the amounts set forth until further notice from the employee and the Union.
16. The initial deduction for any employee shall not begin unless the withholding authorization and the certification of the Union's financial officer as to the amount of the deductions has been delivered to the University's Payroll Office. The University shall have no obligation to deduct or remit the dues of any employee whose withholding authorization reaches the Payroll Office after the payroll deadline, or who does not have sufficient compensation due on the last payroll date of any month to pay the dues with the Union.
17. All sums deducted by the University shall be remitted to the Union's financial officer on a timely basis once each month together with a list of current employees showing the amount of union dues deducted for each employee.
18. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the Constitution of the International Union, refunds to the employee shall be made by the Union.

19. The University shall not be liable to the Union by reason of this section for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
20. The Union shall indemnify and hold harmless the University, its trustees, officers, and employees for any costs (including defense costs) resulting from claims, demands, suits, and other forms of liability by reasons of any action taken or not taken by the Union or by the University for the purpose of complying with Sections 12 through 18 of this Agreement.

COMMUNICATION

21. **Exchange of Information.** The University shall make available to the Union, upon its request and within ten (10) business days thereafter, such statistical and financial information related to the Bargaining Unit and in the possession of the University as is necessary for the implementation of this Agreement and for the negotiations of a successor agreement. Under unusual circumstances, the University may issue a notice extending for not more than ten (10) business days the period during which it shall respond to such a request.
 - A. The University and the Union may, upon written mutual consent, extend the stated period. It is understood that nothing in this provision shall be construed to require the University to compile information and statistics in the form requested if not already available in that form, unless mutually agreed.
 - B. The University shall provide to the Union an electronic email membership list to be maintained by the Union Recording Secretary and supervised by the Union Officers. This list will be used solely for official University/Union business. The University will be held harmless by the Union for any emailed communication not received by the members of the Union.
22. **Periodic Reports.** The University shall provide to the Union the following:
 - A. A quarterly seniority list by classification.
 - B. A list of new salaries subsequent to annual and/or semi-annual negotiated increases.
 - C. A monthly list of all bargaining unit status changes, except biographical information.
 - D. All reports shall be provided to the President, Vice President, and the Financial Secretary of the Local Union. All seniority dates will be considered uncontested if not changed within thirty (30) days of the initial inclusion on the list.
23. **University Notification of Actions Affecting Bargaining Unit Positions.** Prior to posting a new bargaining unit position or at the time such new position is posted, the University will provide written notification to the Union of the establishment of the position.

24. The University shall also notify the Union of any University proposal to remove a position from the bargaining unit solely through reclassification. No position shall be removed from the bargaining unit without prior consultation with the Union provided, however, nothing in this paragraph should be construed to require the University to staff positions in the bargaining unit or in any way abrogate management rights as detailed in the Management Rights section or to abrogate the Union's right to grieve under the Grievance Procedures section of this agreement.
25. When a vacancy occurs, the University shall notify the Union in writing as soon as practicable but not to exceed twenty-one (21) business days if the position is not to be filled. Included in said notification will be the plan to phase out, redistribute or reassign the position's work.
26. **Reorganization or Phase-Out.** In the event that the University makes changes in its organizational structure, including the phase-out of departments or divisions or other sub-units which eliminates any bargaining unit position, the University shall inform the Union twenty-one (21) business days prior to implementation. Employees affected by such changes shall be laid off in accordance with provisions of the Agreement.
27. Twenty (20) days after the effective date of this Agreement, the Union shall provide the University with a list which shows the negotiated jurisdictional districts and names of authorized representatives of the International Union, the Local Union Officers, and all persons involved in grievance representation. The Union shall notify the University of any subsequent changes.
28. The University shall provide each employee with a copy of their classification description. The Union shall be provided with a copy of the bargaining unit classification descriptions which have been established by the University. Classification descriptions are not job descriptions and are therefore not all-inclusive descriptions of the duties and responsibilities of any specific position.
29. The University shall publish this Agreement on the Michigan Tech web site within sixty (60) business days after its ratification by both parties. The University shall supply the Union with twenty-six (26) copies of the Agreement for the Union's own use.
30. Employees shall be responsible to notify the Human Resource Office and the Union within ten (10) business days of changes in name, address, telephone number, marital status, and number of dependents. In the event that an employee fails to notify the University, the University shall use the most recent information on file. The University is not responsible to effectuate any increase or modification of any right, benefit or entitlement provided in this contract until such notice of change is received from the employee.
31. Upon request, the University shall provide the Union with the following information (60) business days preceding the termination of this Agreement:
 - A. A list of all employees in the Bargaining Unit, indicating the date of hire, bargaining unit seniority date, classification title, pay grade level, current salary, birth date, and participation, if any, in the retirement program for each employee.
 - B. A list of all employees in the Bargaining Unit participating in the health insurance plans showing the number of single subscribers, two-party contracts, or full-family contracts.

32. If, at any time during the life of this contract, a reorganization of the University that would affect or modify the provisions of this labor agreement is effectuated, the University will provide to the Union information reflecting the reorganization. The University will provide to the Union a copy of organization charts and any revisions.

REPRESENTATION AND RELEASE TIME

33. **Grievance Handling.** The grievant shall have the right to be represented by an official of the Union at any stage of the proceedings, as follows:
- A. Step 1. — Grievant's Steward
Step 2. — District Representative
Step 3. — President and District Representative
 - B. The grievant may participate personally in grievance steps 1, 2 and 3. Witnesses who can contribute to the resolution of the grievance may be present. The International Representative is welcome at all steps of the grievance procedure.
34. **Bargaining Committee.** The University will recognize a Bargaining Committee of five (5) members, including the President and Vice President, who shall be non-probationary employees.

35. **Stewards.** The University shall recognize four (4) non-probationary bargaining unit members as Stewards. The number of stewards may be altered by agreement of the parties.

	Building	Stewards
District 1	Administration and Student Services Academic Offices Alumni House Harold Meese Center ROTC Ford Forestry Center Huntington Bank	1
District 2	Facilities/Waterfront Rozsa Center for the Performing Arts Memorial Union Walker Arts & Humanities Douglas Houghton Hall (DHH) Wadsworth Hall (WADS) F.W. McNair Hall Daniell Heights Housing Great Lakes Research Center Advanced Power Systems Research Center (APSRC) Keweenaw Research Center (KRC)	1
District 3	Chemical Science & Engineering Dillman Hall DOW Environmental Sciences & Engineering Electrical Engineering Resources Center (EERC) Minerals & Materials Engineering (M & M) R.L. Smith (ME-EM) Rekhi Hall Fisher Hall	1
District 4	Advanced Technology Development Complex (ATDC) A.E. Seaman Mineral Museum Student Development Complex (SDC) Hamar House U.J. Noblet Forestry Wood Products Widmaier House (Public Safety and Police Services) J.R. Van Pelt Library Lakeshore Center	1

Each of the four (4) districts will be represented by one district representative.

36. **International Representative.** The University shall recognize the authorized representative of the International Union, which is party to this Agreement, for the purpose of participating in negotiations, attending meetings, and the handling of other Union matters under this Agreement. The University will provide an annual parking permit.

37. **Release Time.** Representatives of the Union, upon request to and approval by the University Labor designee, shall be granted reasonable release time to process grievances and handle other matters pertaining to this Agreement as specified below without loss of earnings. The office of the University Labor designee will notify supervisors when release time is needed for employees.
- A. Steward – investigate grievances, participate in first step grievance procedures, and handle other matters pertaining to this Agreement.
 - B. District Representative - participate in second and third step grievance procedures within the district.
 - C. The President, or designee - participate in third step grievance procedures.
38. **Special Conferences.** Mutually agreed to Special Conferences for the discussion of important matters may be arranged between the Union and the University at the request of either party. Conferences shall be held within ten (10) business days after the request for a meeting unless otherwise agreed to by both parties. Matters to be taken up at the conference shall be confined to those included in the agenda unless otherwise agreed to by both parties.

GRIEVANCE PROCEDURES

39. A grievance is a complaint by the Union on behalf of one (1) or more unit members (who shall be specifically identified in the grievance) or on its own behalf (as specified in Paragraph 45.) concerning an alleged violation of a specific provision(s) of this agreement initiated by a unit member(s). The University reserves the right to grieve violations of the no strike provisions. Such grievances are to be reduced to writing and submitted at step three of the grievance procedure.
40. In the event the Union wishes to submit a grievance on behalf of its entire membership, it shall indicate that the grievance is being brought on behalf of all Unit members, and it shall reduce the grievance to writing and submit it at Step Three of the grievance procedure.
41. **Step One:** The employee will arrange with their immediate supervisor or designee to have an informal meeting on the alleged contract violation and attempt to reach a resolution of it. This meeting shall be held within ten (10) business days after the Union or the Unit member(s) should reasonably have become aware of the alleged contract violation. The employee may request that their Steward be present at this meeting.
42. If the alleged contract violation is not resolved by the informal meeting, the employee and the Steward will prepare the grievance in writing within five (5) business days concisely stating the facts, the provisions of the Agreement alleged to have been violated, and the resolution sought. The written grievance will be dated and signed by the grievant and the steward and submitted to the employee's immediate supervisor.
43. The immediate supervisor or designee will give their written answer to the grievant, with a copy to the Union, within five (5) business days from the day the written grievance is presented to them.

44. **Step Two:** If the grievance is not resolved at step one, the Union will submit the grievance to the Chair of the Department, Director or designee from which it originated within three (3) business days after receiving the completed written answer from the supervisor. The Department Chair, Director or designee will, within five (5) business days after receipt of the grievance, arrange to hold a meeting with the employee and the grievant's district representative to discuss the grievance and attempt to resolve it. The department will provide its written answer to the grievant within five (5) business days following the day of the meeting and send a copy to the University Labor designee.
45. **Step Three - University Labor designee.** University Labor designee. If the grievance is not resolved by step two, the Union will submit the grievance to the University Labor designee within three (3) business days after receiving the written answer from the Department Chair, Director or designee. The University Labor designee will within five (5) business days after receipt of the grievance, arrange to hold a meeting with the Grievance Committee (comprised of the Union President, the affected district representative and/or steward, the International Representative and the grievant) and attempt to resolve the grievance. The University Labor designee will provide written answer within ten (10) business days from the day of the meeting.
46. **Arbitration.** If the answer to the grievance at step three is not satisfactory, the Union may submit the grievance to arbitration by official written notice to the University Labor designee within ten (10) business days of the date of the written answer to the grievance at step three. Upon receipt of said notice, the parties shall communicate and attempt to agree on an arbitrator. If no such agreement is reached within ten (10) business days, the Union shall institute the procedures of the Federal Mediation and Conciliation Services (FMCS) for the selection of an arbitrator.
47. The arbitrator will be requested to render a decision in writing within thirty (30) days (or such additional time as the parties may in writing agree) after the arbitration hearing. Such decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The parties shall share equally the arbitrator's expenses.
48. The arbitrator will have no authority to: (a) add to, subtract from, or in any way modify this Agreement; (b) substitute their discretion or judgment for the University's discretion or judgment with respect to any matter this Agreement consigns to the University's discretion; (c) interpret any policy, practice, or rule, except as necessary in interpreting or applying this Agreement; (d) formulate or add any new policy or rule; or (e) establish or change the salary structure. Problems within the meaning of this procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement, and about alleged violations of this Agreement.
49. The arbitrator shall not have jurisdiction to consider any claim of which both parties have not had reasonable notice prior to the arbitration hearing. Arbitration awards will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event shall monetary adjustments of a grievance cover a period prior to sixty (60) days before the filing of the written grievance.
50. **Accelerated Arbitration.** The accelerated arbitration procedure is an expeditious method available to the University and the Union for arbitration of grievances which do not require contract interpretation. Initiation of accelerated arbitration shall require mutual agreement of the parties. The procedure, including selection of the arbitrator, shall be in accordance with mutually agreed upon guidelines. Expenses and fees to be borne by the parties shall be as described in paragraph 46.

51. **General Provisions.** All formal grievances shall be submitted on the grievance form provided by the University.
52. When hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.
53. Grievances shall be processed as rapidly as possible. The number of business days (day one shall be the day following) indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "business day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the University is officially closed.
54. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure to provide a written answer on the grievance within the specified time limits shall permit automatic advancement to the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.
55. A grievance may be initiated at any step of the grievance procedure by mutual written agreement of both parties. The Union or the University may withdraw its grievance without prejudice and without establishing a precedent at any step of the procedure. No grievance withdrawn in this manner shall be reinstated.
56. All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided that either party may release pertinent information to any or all personnel related to the grievance.
57. No decision on a grievance or an adjustment thereof shall be contrary to any provision of this Agreement, with the exception that the University and the Union may mutually agree to waive applicability of specific contractual provisions - on a non-precedent setting basis - in order to reach a fair resolution. No terms shall be added to or subtracted from this Agreement nor any provision changed by the grievance procedure.
58. No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the University against any employee, any union representative or any official participant in the grievance procedure by reason of such participation. All parties shall conduct themselves in a reasonable and professional manner at all times.

DISCIPLINARY ACTION

59. **Probationary Employees.** The University may discharge probationary employees for such cause and in such manner as it, in its sole and absolute discretion, deems appropriate and in the best interest of the University. Such discharge shall not be subject to the grievance procedures of this Agreement.
60. **Non-Probationary Employees.** The University may discipline or discharge a non-probationary employee only for reasonable cause.

61. **Representation and Notice of Discipline.** Should the employee desire a union representative to be present at the time of discipline, suspension, or discharge, they shall have that right. The University will provide the employee a form to check off and sign whether or not they choose to have a Union Representative present. The University shall give written notice of any written discipline, suspension, or discharge action, stating the specific reasons for such action, to the employee and to the Steward, with a copy to the President of the Union, by certified or registered mail or by hand delivery within five (5) business days.
62. **Special Conferences:** A Special Conference may be held as specified in paragraph 37 for the purpose of communicating a performance plan for an employee. The University has full and exclusive rights as specified in paragraph 240 (3).
63. **Grievance on Suspension or Discharge.** A grievance on a suspension or discharge may be initiated at step three of the grievance procedure no later than five (5) business days after receipt by the Union of the written notification of suspension or discharge.
64. **Use of Past Record.** The University will not take into consideration, in applying the corrective discipline procedures set forth in this section, any previous disciplinary action of record in an employee's personnel file which occurred more than twenty-four (24) months prior to any disciplinary action that is taken on a current charge. Upon written request by the employee any record that cannot be considered in effectuating the provisions of corrective discipline shall be removed from the personnel file of the employee.

PERSONNEL FILES

65. An official personnel file for each employee is maintained by the University. An employee may inspect the contents of their personnel file during the University's normal business hours by completing a request form in the Human Resources Department. Requests shall be honored within five (5) business days. The employee may designate in writing that they desire a representative of the Union to examine documents from their file and the representative of the Union shall be permitted to do so.
66. An employee may request a copy of documents in their personnel file for the current established fee. The employee has a right to submit a response to any document placed in their file. Such a response shall be attached to and filed with the document placed in their file. Each employee shall have the right to place in their personnel file materials which attest to her/his proficiency and experience.

SENIORITY

67. **Bargaining Unit.** An employee's bargaining unit seniority shall be the length of service with the University from the most recent date the employee was employed in the bargaining unit. All bargaining unit employees will be on one bargaining unit seniority list.
68. **Military Service.** Employees on approved military leaves with a statutory right of reinstatement shall accrue seniority.

69. **Employee Leaves Unit.** A bargaining unit employee who leaves the Bargaining Unit, but remains employed by the University, and later returns to the Bargaining Unit, shall not accrue bargaining unit seniority for the period the employee was out of the Unit. The employee will, however, retain any previously accrued bargaining unit seniority.
70. **Layoff.** A Bargaining Unit employee who has been laid off shall continue to accrue seniority provided seniority has not been lost pursuant to paragraph 58.
71. **Leaves of Absence.** A bargaining unit employee on a leave of absence shall continue to accrue unit seniority.
72. **Loss of Seniority.** An employee's employment and/or seniority shall terminate for any one of the following reasons:
- A. If an employee voluntarily resigns.
 - B. If an employee retires.
 - C. If an employee is discharged and not reinstated.
 - D. If an employee fails to report from layoff when recalled in accordance with the Job Security section.
 - E. If an employee is laid off for a continuous period equal to the seniority the employee had acquired at the time of such layoff period, or three (3) years, whichever is shorter.
 - F. If an employee is absent for three (3) consecutive working days without notifying their immediate supervisor. However, said employee's employment and seniority shall be reinstated if their failure to notify their immediate supervisor was due to factors beyond their control.
 - G. If an employee fails to report for work upon the termination of a leave of absence unless said employee's immediate supervisor has been notified in writing and has granted approval or unless the failure to notify the supervisor or return from the leave of absence was due to factors beyond the employee's control.
 - H. If an employee fails to successfully secure a bargaining unit position upon the expiration of the approved leave of absence.
73. **Top Seniority.** Members of the Bargaining Committee, while actively engaged in contract negotiations, shall have top seniority unit-wide for layoff and recall purposes only, provided they have the ability to perform satisfactorily the work available. Union Stewards and District Representatives shall have top seniority in the jurisdictional districts they represent, provided they have the ability to perform satisfactorily the work available. The Union President and Vice-President shall have top seniority unit-wide, provided they have the ability to perform satisfactorily the work available. Upon the expiration of their union terms of office, the above union officials shall revert to a position on the seniority list on the basis of their bargaining unit seniority.

EMPLOYMENT PERIOD

74. **Probationary Employment Period.** Employees newly hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) calendar days of continuous employment. The University may extend the probationary period up to one hundred eighty (180) calendar days for part-time employees. The probationary period shall not include any unpaid leave as described in the Leaves section. If a probationary period is interrupted by an excused absence in excess of one week, the probationary period shall be extended by the length of the excused absence. An employee who successfully completes the probationary period shall be entitled to full bargaining unit seniority retroactive to the date of hire in the Bargaining Unit exclusive of such unpaid absence.
75. Current University employees newly-hired into the bargaining unit who have successfully completed a probationary period, of at least ninety (90) calendar days, or one hundred eighty (180) calendar days, as the case may be, shall not be required to serve another probationary period as provided in this Section but shall be granted seniority status at the first day of work in the bargaining unit.
76. If a probationary employee is the successful bidder for a vacant position, their bargaining unit seniority date will revert to original date of hire in the bargaining unit after new probation is successfully completed.
77. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and working conditions, except discharged or disciplined probationary employees for other than Union activities.
78. **Temporary Employment Period.** A “temporary employee” shall mean an individual whose employment is limited in duration to not more than six (6) months pursuant to 77C. A temporary position is established for:
- A. A specific project or,
 - B. The purpose of relieving employees who are absent due to sickness or injury, leave of absence, or vacation or,
 - C. Augmenting the regular work force of employees to meet the requirements of the University, that may be occasioned by increased workloads or other conditions that may create short-term staffing shortages.
79. A temporary position will not exceed six (6) months accumulated time (accumulated time is from date of hire in the position) unless it is to replace a bargaining unit employee who is on an approved leave of absence or temporarily assigned to a non-UAW position. This period may be extended by mutual agreement.
80. **Filling Temporary Positions.** The University will rehire a laid off employee to fill a temporary office professional job if the employee is qualified to perform the duties of the position. This employee shall, for the duration of the assignment, be paid at the rate of the position filled. In the event the employee accepts or rejects the temporary position their recall rights shall not be abrogated or otherwise affected. If the employee is recalled, and the University assigns said employee to continue in the temporary position for its duration, the employee shall receive the rate of the job or their regular rate, whichever is greater, and their position shall be held for them.

JOB SECURITY

81. **Layoff.** The University may lay off and recall its employees. All layoff and recall shall be instituted as set forth in this section. A laid off employee is one who no longer has regular active employment with the University or who is removed from their position.
82. When an employee is assigned to a different position through the application of the procedures of this section, the employee will receive the normal orientation for that position.
83. For the purpose of this section normal orientation means the usual or ordinary period of time to become acquainted with those aspects of the position that the employee could not or would not otherwise known as distinguished from training or learning the basic or special skills needed for the position. This usual or ordinary period of time shall not be less than twenty-four (24) hours of on the job orientation.
84. **Order of Layoff.** When there is a decrease in the work force, an affected employee will be removed from their position and assigned or laid off or terminated in the following order subject to the remaining employees' current ability to satisfactorily perform the work available.
85. Employees will be scheduled for removal or layoff in the inverse order of their bargaining unit seniority.
86. Subject to their current ability to satisfactorily perform the work available, an employee scheduled for removal or layoff will exercise their bargaining unit seniority as follows:
 - A. They will first fill any vacancy within their current classification. If there is no vacancy, they will exercise their bargaining unit seniority as outlined in one (1) through six (6) below.
 1. Fill any vacancy in the same pay level or one level higher provided they are qualified for the position.
 2. Replace the least senior employee in the same classification.
 3. Replace the least senior employee in the same pay level.
 4. Fill any vacancy in the next lower pay level.
 5. Replace the least senior employee in the next lower pay level.
 6. Repeat the two prior steps in consecutively lower pay levels.
 - B. If assignment based upon the appropriate option would result in a reduction from any term appointment (e.g. twelve (12), ten (10), nine (9)) month to a shorter term appointment or from a full-time to a part-time position, the employee may waive that option and either fill any vacancy at the next step or replace the next least senior employee at the next step so as to maintain the current appointment term or hours of work. If the employee chooses to accept the reduced hours, they will maintain their current level of benefits including health care for a period equal to the seniority the employee had acquired at the time of reappointment or two (2) years whichever is shorter.
 - C. An employee may waive their seniority rights as outlined above and accept a lay-off provided it is mutually agreeable to the University.

- D. Unless the University and the Union mutually agree to another arrangement the following will apply: Any employee who is about to be laid off, except for one who has waived seniority rights, will replace a temporary office professional employee, at any level, provided the employee has the current ability to satisfactorily perform the work of the temporary employee.
 - E. Employees scheduled for layoff shall respond to the designated option(s) within five (5) business days of notification of such option(s), with the understanding that they will not be precluded from accepting a more appropriate option in accordance with steps one (1) through six (6) above, if a more appropriate option becomes available prior to implementation of the earlier declared option.
 - F. Employees who choose not to follow the above procedure will be considered to have voluntarily terminated their employment.
- 87. Employees replaced in accordance with the above may exercise their bargaining unit seniority to replace another employee in the same fashion.
 - 88. An employee designated to be taken out of a position, as set forth in 85, shall be given twenty-one (21) business days notice prior to assignment or layoff. The Union shall receive a copy of the notice on the same day the notice is given to the employee.
 - 89. **Work Opportunities for Laid Off Employees.** The University will, prior to employing new people in any department, give work opportunity to employees with seniority who are laid off at the time, subject to the laid off employees' current ability to satisfactorily perform the work available.
 - 90. **Recall.** When the work force is increased after a layoff, employees shall be recalled in the inverse order of their layoff, subject to the ability of the recalled employees to satisfactorily perform the work available. Recall rights shall continue for a period equal to the seniority the employee had acquired at the time of the layoff or three (3) years, whichever is shorter.
 - 91. If an employee's former position becomes available within a period of three (3) years or the length of the employee's seniority, whichever is shorter, from the time of assignment to another position, the employee will be given one opportunity to return to that position. If the employee wishes to return, written notice must be given to the University Labor designee within two (2) business days of notice of the opportunity.
 - 92. If an employee is returned to the former position or to a vacancy at the same pay grade level following a reduction of the work force, the employee will receive the former rate of pay plus any scheduled increase.
 - 93. Employees recalled from layoff shall have their accrued bargaining unit seniority as of the effective date of recall and such accrued seniority shall include the period the employee was laid off.

94. A notice to report for work shall be sent to an employee by registered or certified mail to the last address the employee filed with the Human Resources Department. In the event an employee fails to report for work within ten (10) business days from the date such notice is sent, the employee shall be considered to have quit unless they have a reasonable and valid excuse for their failure to report for work within the above ten (10) business days. Nothing in the Posting and Filling Vacancies section is applicable when possible placement is pending through the application of this section.

HOURS OF WORK

95. **Reduced Work Week Schedule.** In the event the University reduces the number of hours in the work week for a bargaining unit position, the affected employee shall have ten (10) working days notice of the reduction. Notice of such reduction shall concurrently be sent to the Union and to the affected employee. The employee shall, by a written statement to the University Labor designee, either accept the reduced work week or elect to exercise their seniority rights in accordance with the layoff procedures, within two (2) business days after receipt of the notice.
96. After receipt of the notice, the Union may, in accordance with the provisions of this Agreement, request a special conference for the purpose of discussing the reduced work week. A grievance on the impact of the reduction of the work week schedule on any employee may be initiated at the third step of the grievance procedure.
97. In the event any employee has their hours reduced in accordance with this section, the following shall apply:
- A. Notice of the reduction of hours shall include the number of hours to be reduced and the duration of time such a reduction shall exist.
 - B. The workload requirements of the affected employee will be commensurate with the number of hours the employee is scheduled to work.
 - C. No other office professional part-time position shall be created in the affected employee's department provided the affected employee has the current ability to satisfactorily perform the work available.
 - D. No non-bargaining unit employee shall perform the work formerly assigned to the affected employee.
 - E. No student assistants shall perform work formerly assigned to the affected employee.
 - F. The University will, prior to employing any new people in any department, give work opportunity to employees whose work week has been reduced, subject to the affected employees' current ability to satisfactorily perform the work available. In the event that there are employees on layoff status and employees with their work week reduced at the same time when vacancies occur, the employee with the most seniority shall have first claim on the job vacancy.
 - G. In the event the employee requests a reduction of work hours, and the University agrees, the above provisions shall not apply. The University or its designee will meet with the Union to discuss future conditions of the job.

98. Employees shall be scheduled to work regular work weeks. A full-time employee's normal work week shall have specific starting and quitting times for each week. However, certain University departments maintain varied days and hours of operation to accommodate students and the public, and to meet business demands. The University may institute "summer hours."
99. **Alternative Work Scheduling Arrangement (Flextime).** Alternative work scheduling arrangements (flextime) are variations from a customary schedule which are mutually agreeable to the employee and their supervisor. The University will consider alternatives to the customary schedule where productivity is either unaffected or is enhanced, necessary coverage is provided, and no precedent is set for other areas. A joint University/Union waiver of conflicting contractual provisions shall be necessary prior to implementation of such arrangements (except for reference to paragraph 100). Management is free to return to the customary work schedule when it deems that to be more appropriate. Alternate work scheduling arrangement (flextime) may be utilized to attend UAW and University functions, when the University does not grant release time, held on University property. A waiver will not be necessary for this type of arrangement. This shall be coordinated at the convenience of the department, office, or division in which the employee works.
100. **Changed Work Schedule.** In the event that an employee's specific starting and quitting times or specified work days are changed, the affected employee shall be notified in writing not less than ten (10) business days of such change. The ten (10) day notice can be changed by mutual agreement. The employee must respond within five (5) business days of notice requesting their shift preference. If not agreeable, the bargaining unit employees within the department, as determined by the University, will have a one (1) time right to shift preference according to seniority. If no bargaining unit member exercises their right to shift preference, then the University may schedule the shifts on a rotating basis starting with the least senior employee.
101. **Rest Periods.** Employees shall be authorized by their immediate supervisors for a fifteen (15) minute rest period during each half shift of four (4) hours of work whether regular or overtime. If an employee's regular schedule on a given day is in excess of eight (8) hours, they will receive a rest period in the first half of that shift and another rest period in the second half of that shift. Such rest periods may not be accumulated by the employee nor used to leave work early or come in late. The supervisor shall schedule the rest periods.
102. **Lunch Period.** Each employee working a daily work schedule in excess of six (6) hours shall be granted a scheduled lunch period of thirty (30) minutes or sixty (60) minutes on each such day. The employee shall receive no compensation for this scheduled lunch period. The time of the lunch period may be changed at the employee's request and with the approval of their immediate supervisor.
103. **Overtime.** All overtime must be approved by immediate supervisor in advance of being worked.
- A. Employees wishing to be excused from overtime assignments may be accommodated provided sufficient other qualified employees capable of doing the work are available in the department and no additional costs for training will be incurred. If sufficient other employees capable of doing the work are not available, an employee scheduled to work will do so unless excused by the University. The University will give advance notice of overtime assignments when practicable under the circumstances.
- B. If an employee reports for scheduled overtime work and no work is available, they will receive three (3) hours of pay at their overtime rate.

- C. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.
104. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours per day and/or forty (40) hours per week.
105. An employee who is on vacation shall be paid time and one-half of the regular straight time rate when reporting for duty at the University's request. The employee's vacation balance will not be reduced for this time worked.
106. Time and one-half will be paid for all time worked on a designated holiday. If the employee is not given an additional day off within the pay period to replace the holiday, the employee will receive holiday pay in addition to the time and one-half for the time worked. Those employees who are required to work the legal holiday will be paid the holiday pay rate. If the designated holiday is also worked, those employees will be paid at straight time.
107. For the purpose of computing overtime pay for over forty (40) hours in the employee's work week, a holiday, vacation day or sick leave day for which the employee received pay will be counted as a day worked.
108. **Student Employees.** Student employees shall not be allowed to perform work that would normally be performed by bargaining unit employees on an overtime basis. Such overtime work will first be offered to bargaining unit employees in the department before it is offered to student employees. This provision shall not operate to prevent student employees from doing work normally performed by student employees who are normally scheduled to work beyond the normal work day.
109. Compensation for approved overtime work will be computed to the nearest minute. Overtime pay shall be paid at the hourly rate for the period in which the overtime was earned.
110. **Compensatory or Equivalent Time.** Employees may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of forty (40) hours per week or eight (8) hours per day are to be considered as compensatory time and scheduled as one and one half (1½) hours for each overtime hour worked.
111. However, at the request or concurrence of an employee, equivalent time off can be scheduled as straight time (hour for hour) for hours worked within a scheduled forty-hour work week.
112. **Shift Preference.** An employee within a department will be granted shift preference within their classification on the basis of seniority as vacancies occur. Should a department either initiate or return to designated shift assignments, employees will be given shift selection by seniority.
113. **Work Shifts.** There will be three (3) work shifts in a twenty-four (24) hour period. A regular day shift would start no earlier than 5:00 a.m. A regular afternoon shift would start no earlier than 12:00 noon. A regular night shift would start no earlier than 8:00 p.m.

114. **Shift Differential Pay.** Employees who commence work during the second or third shift as designated in paragraph 112, shall receive, in addition to their regular pay, forty cents (40¢) per hour and fifty cents (50¢) per hour, respectively, additional compensation. Such differential is to be added to total wages without increasing the hourly rate and will be paid for all hours worked on a shift.
115. **Inclement Weather.** If an employee gives notification of absence, or determines a need to leave early from their scheduled shift due to inclement weather, and subsequently the University closes, the employee will not have to utilize leave or go without pay for those hours that the University is closed.

For those employees who have preapproved planned absences, they will be required to use their appropriate approved leave hours.

POSTING AND FILLING VACANCIES

116. **Notice of Vacancy.** Bargaining Unit position vacancies that occur and new positions established in the Bargaining Unit shall be posted within twenty-one (21) business days unless the University notifies the Union that an extension is necessary. The vacancy notice to be posted shall include the following:
- A. Date of the posting.
 - B. Date the posting period expires.
 - C. Department where vacancy exists.
 - D. Classification.
 - E. Pay grade and range.
 - F. Essential duties and responsibilities.
 - G. Required qualifications.
117. **Vacancy Specifications.** The required qualifications for the position shall relate to the essential duties and responsibilities of the position. The vacancy notice may contain desired qualifications which will not be used in considering internal bargaining unit applicants.
118. **Posting Period and Procedure.** A notice of any vacancy in the Bargaining Unit shall be listed on the campus-wide communication system, for a minimum period of five (5) business days.
119. Vacancies in all pay grades will be “internal only” during the initial posting period. Bargaining unit employees must apply during the initial posting period to be considered a seniority applicant.
120. Bargaining unit members will be entered on the bid list in order of seniority. The opportunity to fill the vacancy will first be given to qualified seniority employees. If no such applicant is awarded the position, the University will review the applicant pool one final time to see if any internal UAW employees have applied. If additional internal UAW employees apply, they will be released in seniority order for consideration. If no additional internal UAW employees have applied, or they apply after the external pool has been released, the employer may fill the vacancy at its discretion. Probationary UAW employees may be considered at this time.

121. **Application for Vacancies.** A bargaining unit employee may bid for the posted position by submitting a letter of application and résumé to the Human Resources Department. The University Labor designee will notify all bargaining unit bidders within a reasonable time frame not to exceed twenty-five (25) business days why they are not qualified or if a more senior candidate is selected for the position. Employees cannot successfully bid more than twice in any twelve (12) month period unless approved by the University. A successful bid is an offer that has been extended by the University and accepted by the bargaining unit employee. Offers that have been extended by the University, but declined by the bargaining unit employee are not considered successful bids. A bid for a position shall not adversely affect an employee's status in their present position.
122. Each candidate is responsible for ensuring their application for a position vacancy accurately sets forth those job skills, experiences, training, and other qualifications they desire the University to consider in evaluating their candidacy.
123. An employee who is promoted or transferred will be given a reasonable period of time from ten (10) to twenty-five (25) actual days worked in the new position to demonstrate competent performance. During this period of time, the employee will receive a normal orientation. (Normal orientation means the usual or ordinary exposure to those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position.) If competent performance is not demonstrated, or the employee wishes to return to their former position the employee will notify the University Labor designee in writing, with a copy to the Steward. In the case of competent performance not being demonstrated, the employee and the Union will be notified in writing by the University Labor designee as to the reason for removal. The employee will return to their former position if vacant. If the employee's former position is not vacant, the employee will be placed in a vacancy at the same or lower level. In the event there are no vacancies the employee will be put in a temporary position until a position becomes available. If there are no temporary positions available, paragraph 85 will apply. In any case they will receive their former wage plus any scheduled increase.
124. **Vacancy Interviews.** The University will begin the interview process with the senior qualified candidate. Before the department continues the interview process with the next qualified senior candidate, the University Labor designee must approve the disqualification of the senior candidate. A senior employee can be selected without less senior employees being interviewed. The University will fill posted job vacancies with qualified employees within a reasonable time frame not to exceed twenty-five (25) business days after the posting period. If the position has not been filled within the twenty-five (25) business days, a Special Conference will automatically be scheduled within five (5) business days. This Special Conference will be attended by the Union Bargaining Team, the University Labor designee, the Hiring Supervisor and the appropriate Chair/Dean/Director. This Special Conference may be waived upon joint approval of the Union President and the University Labor designee.
125. **Seniority Application.** In the event two (2) or more bargaining unit employees apply for a position, the employee with the most bargaining unit seniority must be deemed not qualified before the next application is screened. Possession of the minimum posted qualifications is no assurance of hire. The University may consider the following in determining qualifications:
- A. Job related interpersonal skills.
 - B. Past records (no disciplinary record in excess of two (2) years) and references.
 - C. Outside employment history.

D. Any skills or education the employee desires the University to consider.

126. **Position Offer.** The successful applicant will be notified by the University Labor designee of the position offer and must accept or reject the offer within twenty-four (24) hours. All bargaining unit employees who were interviewed and not selected to fill the vacancy will be notified by the University Labor designee within five (5) business days following the acceptance of the offer.

127. Upon request to the University Labor designee, unsuccessful applicants will be told, in general terms, why they weren't selected and will be assisted on how they might improve their opportunity for advancement.

128. A. When an employee is the successful bidder to a classification in a higher pay grade, the employee shall receive an increase of one dollar (\$1.00) per hour per grade, or the minimum of the new pay grade, whichever amount is greater. When an employee is the successful bidder to a classification in their current pay grade, the employee will receive an increase of fifty cents (50¢) per hour. When an employee is the successful bidder to a classification in a lower pay grade, the employee shall receive the minimum of the new pay grade, or at the discretion of the hiring department, may receive up to the employee's current rate of pay. They will receive their new wage rate on business day eleven (11), unless an extension at their current wage rate is requested by the employee.

B. In the event that an employee's application was submitted as an external candidate, and is the successful bidder, the employee will be offered, at least the minimum of the new pay grade, or, at the discretion of the hiring department, may receive up to the employee's current rate of pay or an appropriate increase as outlined in 128A, if applicable. They will receive their new wage rate on business day eleven (11), unless an extension at their current wage rate is requested by the employee.

129. In the event a new hire leaves the department within the first ninety (90) calendar days, the position will be reposted internal only for five (5) business days. In the event there are no internal applicants, the department may choose an external applicant from the original posting without reposting externally.

130. **Accelerated Grievance Procedure—Posting and Filling of Vacancies.** The parties agree to accelerate the normal grievance procedure for grievances that arise under this section as follows:

Step I. When a potential grievance arises concerning the qualifications of an employee for a position or the selection of the successful applicant for a position, the Union representative will inform the University Labor designee of the potential grievance within three (3) business days of that notification. The University will, within two (2) business days, schedule a meeting which will include the University Labor designee, the appropriate University supervisor, if applicable, the employee, and the Union's District Representative under whose jurisdiction the potential grievance falls, to discuss the potential grievance and attempt to reach a resolution.

Step II. If the potential grievance is not resolved at the Step I meeting, the Union will reduce such grievance to a formal written grievance within two (2) business days and submit it to the University Labor designee. The written grievance will be a subject of discussion per paragraph 44 meeting in accordance with the grievance procedures as outlined in the Grievance Procedures section.

131. All provisions of the Grievance Procedures section following paragraph 44 remain in effect under this accelerated procedure.

FRINGE BENEFITS

132. **Sick Leave.** Eligible employees will receive one hundred four (104) hours of sick leave on January 1. Part-time employees will be given sick leave on a prorated basis. Nine/Ten (9/10) month employees will receive seventy-two (72) hours of sick leave. Eligible employees can earn up to four hundred eighty (480) hours of sick leave.

133. **New Hires.** Eligible employees who are hired between January 1st and June 30th will receive one hundred four (104) hours of sick leave effective on their first day of employment. Part-time employees will have sick leave prorated and nine/ten (9/10) month employees will receive seventy-two (72) hours of sick leave. Eligible employees who are hired between July 1st and December 31st will receive fifty-two (52) hours of sick leave effective on their first day of employment. Part-time employees will have sick leave prorated and nine/ten (9/10) month employees will receive thirty-six (36) hours of sick leave. Part-time employees and nine/ten (9/10) month employees who become full-time without a break in service will retain their sick leave balance.

134. **Availability of Sick Leave.** Sick leave is available for the following purposes and covers employees and members of the employee's immediate family, who, in this instance, shall include the following: Spouse, Children, Parents, Foster Parents, Parents-in-law, Brothers, Sisters, Grandparents, Grandchildren, Legal Guardianship, Power of Attorney, Medical Power of Attorney or other direct dependents. An addition to this list shall include an individual with whom an employee has a continuing personal living arrangement which has existed over an extended period of time.

- A. Personal illness, injury, quarantine, disability or mental illness.
- B. Medical appointments and dental appointments.
- C. Medical or psychological care or counseling for physical or psychological injury disability due to domestic or sexual assault.
- D. Obtain services from a victim services organization, relocation, obtain legal services or participate in any civil or criminal proceedings related to or resulting from domestic violence or sexual assault.
- E. Closure of primary workplace by order of a public official due to a public health emergency, care for an eligible dependent whose school or place of care has been closed by order of a public official due to a public health emergency, or if health authorities have determined the employee or eligible dependent jeopardizes the health of others by exposure.
- F. Time given to serve as pallbearer or to attend a funeral.
- G. To compensate an employee for the difference between payments received under the Worker's Disability Act and the employee's regular wages.
- H. Employees that are eligible for full benefits may compensate for the difference between payments received under the Short-term Disability policy and the employee's regular wages up to a maximum of 24 hours per pay period (represents 30% effort)

135. **Sick Leave Credit for Veterans.** Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces, upon re-employment by the University, shall be credited with any unused sick leave previously earned. Such re-employment must take place within ninety (90) calendar days after discharge or release from active duty.
136. Sick leave is available for the employee to serve as a pallbearer or to attend a funeral.
137. **Bereavement Leave.** When an employee's Spouse, Children, Parents, Siblings, Grandparents, Grandchildren, Great-grandparents, Great-Grandchildren, Aunt, Uncle, Niece, Nephew, (as well as "steps" and "in-laws" of the same categories,) Legal Guardian, if you hold Power of Attorney, Medical Power of Attorney, Foster children and parents, or significant other (an individual with whom the employee has had a continuing personal living arrangement which existed over an extended period of time) dies, the employee will be allowed three (3) days bereavement leave without loss of pay. If additional time off is needed, the employee may request the use of sick time, accrued vacation, compensatory time, or leave of absence without pay.
138. **Documentation.** A statement from the University designated physician and/or the employee's physician's office may be required to sustain a claim of absence because of illness, injury, or disability. The University reserves the right to have the University's designated physician make the final decision.
139. **Medical Examination.** At the conclusion of an employee's sick leave, the University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine fitness to return to work.
140. **Notification.** All employees are required to notify their immediate supervisor or designated representative when they will be absent from work for any reason and to state the reason for their absence. If employees find that they will be absent from work longer than first anticipated, they must notify their supervisor at least once a day, unless other arrangements have been made with the supervisor.
141. If unable to contact a supervisor, advise the University Labor designee at 487-2280 of your name, department, name of immediate supervisor and the reason for the absence.
142. If sick leave is being requested in advance of the absence (doctor's appointment, etc.), the employee must follow department guidelines.
143. **Payment.** All payments for sick leave shall be made at the employee's current rate of pay.
144. **Advance Sick Leave.** Sick leave shall not be allowed in advance of being earned.

145. **Personal Time Off.** On January 1, of each year, employees will be granted personal time off based on an employee's seniority date after successfully completing probation. Personal time off may be used in one (1) hour increments and shall be taken at the convenience of the department, office or division in which the employee works. The University ensures the employee the opportunity to use personal time off hours. Unused personal time off cannot be carried over into the following year or paid out upon termination of employment from the University. Part-time and nine/ten (9/10) month employees will be granted personal time off in proportion to the straight time hours employed.
146. Employees will be granted personal time off based on their seniority date as of January 1, as follows:

Time Worked	Hours Granted
After completion of probation	12 hours
Year 1 through Year 15	12 hours
Year 16 and subsequent years	16 hours

147. **Additional Time-Off with Pay.** Should the University institute additional time-off with pay for non-represented employees, all eligible bargaining unit members will be included. Calculations for part-time employees are per paragraph 165.
148. **Vacation.** Vacation shall be taken at the convenience of the department, office, or division in which the employee works. The University ensures the employee the opportunity to use vacation hours accrued.
149. Vacation is not allowed in advance of being earned. When earned vacation time is exhausted, the employee must return to work or request a leave of absence.
150. Pay in lieu of vacation is not allowed except as terminal pay when leaving University employment or when transferring to a nine/ten (9/10) month position.
151. Illness during an employee's vacation may be charged to sick leave subject to the approval of the supervisor. A physician's office statement may be required to substantiate the type and duration of the illness.
152. Required attendance at military reserve or National Guard camp may, if an employee so chooses be charged against vacation. However, such attendance is covered by the policies governing leaves of absence for military duty.
153. An employee, while on sick leave, who exceeds the limit of accrued vacation, shall have vacation charged in lieu of sick leave until the vacation credit no longer exceeds the limit. Should an employee eligible for vacation be discharged, resign, or retire from employment at the University, vacation will be paid out at a maximum of one hundred sixty (160) hours paid to the employee at their regular rate of pay. In case of the death of an eligible employee, payment of unused vacation is made to the designated beneficiary at their regular rate of pay.
154. Vacation time does not become available until the completion of probation.

155. A. Employees employed prior to January 1, 2017, will be eligible to select between the vacation schedule referenced in paragraph 154B or the vacation schedule referenced in paragraph 154C (effective January 1, 2017). Employees beginning employment in the bargaining unit on or after January 1, 2017, will follow the schedule referenced in paragraph 154C. The selection will be made one time only and cannot be changed. The selection is final for the duration of employment in the bargaining unit. Employees must choose their option by January 6, 2017. Failure to make a selection by 11:59 EST, January 6, 2017, will result in a default into the schedule found in paragraph 154C.

155. B. Schedule prior to January 1, 2017: After the completion of probation, new employees will be entitled to five (5) days of paid time off in lieu of accruing vacation during their first year. Employees in their second, third and fourth year will be awarded five (5) days of paid time off in January of each calendar year and will accrue vacation time biweekly at the rate of five (5) annual days. For employees in their second, third and fourth year, any unused paid time off will be converted to vacation after December 31st of each year. If the employee terminates from the University any unused paid time off will not be paid out.

Employees will accrue vacation time biweekly at the following annual rates:

Second year through Fourth year.....	Five days
Fifth year through Seventh year.....	Fifteen days
Eighth year through Twelfth year	Eighteen days
Thirteenth year through Seventeenth year.....	Twenty-one days
Eighteenth year and subsequent years.....	Twenty-four days

155. C. Schedule beginning January 1, 2017. *Each calendar year in January, employees will be awarded five (5) days of paid time off. Unused paid time off will not be paid out or carried over to the next calendar year.* Paid time off shall be taken at the convenience of the department, office, or division in which the employee works. Part-time employees will be granted paid time off in proportion to the straight time hours employed. *If the employee terminates from the University any unused paid time off will not be paid out.* New hires with a start date between January 1st and June 30th shall receive 5 days (prorated for part-time) effective on their first day of employment. Those hired with a start date between July 1st and December 31st shall receive 2.5 days (pro-rated for part-time).

Employees will accrue vacation time biweekly at the following annual rates:

First year through Fourth year.....	Five days
Fifth year through Seventh year.....	Ten days
Eighth year through Twelfth year	Thirteen days
Thirteenth year and up.....	Twenty-one days

156. In no event shall unused vacation time be accumulated beyond thirty (30) days. Part-time employees accrue vacation in proportion to the straight time hours employed in each pay period and are subject to all other provisions as stated in this vacation benefit.

157. Nine (9) month employees will receive five (5) days of annual leave per appointment period and ten (10) month employees will receive six (6) days of annual leave per appointment period. Nine (9) and Ten (10) month employees will be permitted to carry forward annual leave. In no event shall unused annual leave be accumulated beyond ten (10) days. Unused annual leave will be converted to vacation time upon transferring to a new twelve (12) month, full-time or part-time position. Upon termination of employment, unused annual leave will not be paid out. Nine/Ten (9/10) month part-time employees will receive annual leave prorated based on the full-time equivalent (FTE) of the position.
158. Full-time employees must have forty (40) hours of paid employment each pay period to accrue any vacation time.
159. All payment for vacation time shall be made at the employee's current rate of pay.
160. **Holidays.** The University recognizes certain days of historic importance as holidays and pays employees for time off on these days in accordance with special eligibility rules. If the University institutes a paid time-off during the Christmas season or for Martin Luther King, Jr. holiday, bargaining unit employees will be included.
161. An employee will be paid for each holiday provided that the employee has one day of compensation in the week of the holiday, except for those employees in units that are non-operational between Christmas and New Year's. For nine (9) and ten (10) month employees, holiday pay is only available during their appointment period.
162. Holidays during vacation or sick leave are not counted as part of vacation or sick leave time.
163. The paid Holiday schedule for 2020 is as follows:
- | | |
|-------------------------|---|
| Memorial Day | Monday, May 25, 2020 |
| Fourth of July..... | Friday, July 3, 2020 |
| Labor Day | Monday, September 7, 2020 |
| Thanksgiving | Thursday, November 26, & Friday, November 27, 2020 |
| Christmas | Thursday, December 24, & Friday, December 25, 2020 |
| New Year's | Thursday, December 31, 2020 & Friday, January 1, 2021 |
| Floating Holidays | Two (2) Days* |
- * Part-time and nine/ten (9/10) month employees will be granted the floating holiday in proportion to the straight time hours employed.
164. Time and one-half will be paid for all time worked on a designated holiday. If the employee is not given an additional day off within the pay period to replace the holiday, the employee will receive holiday pay in addition to the time and one-half for the time worked.
165. Those employees who are required to work the legal holiday will be paid the holiday pay rate. If the designated holiday is also worked, those employees will be paid at straight time.
166. **Part-Time Employees.** Eligible part-time employees receive holiday pay in proportion to straight time hours worked in the pay period in which the holiday falls.

167. Employees shall have nine (9) hours off between scheduled shifts. Should an employee be scheduled to work with less than nine (9) hours between the scheduled end of one shift and the scheduled start of the ensuing shift, the employee shall be compensated at one and one-half (1½) times their normal rate for the second shift.
168. **Short-Term Disability.** The University will provide Short-Term Disability insurance for all eligible full-time and part-time employees (thirty (30) hours or more per week with a nine (9) month appointment or greater). The Short-Term Disability insurance is seventy percent (70%) of the employee's annual salary. The insurance company will provide the benefit in accordance with the terms and conditions of the University's master benefit, after an elimination period of fourteen (14) calendar days. Employees can use their own sick leave/vacation to compensate for the difference between payments received under the Short-Term Disability benefit and the employee's regular wages up to a maximum of twenty-four (24) hours per pay period (represents thirty percent (30%) effort).
169. **Long-Term Disability Insurance.** The University provides, at no cost to the employee, group long-term disability insurance for all full-time and part-time employees (thirty (30) hours per week with a nine (9) month appointment or greater). This insurance provides protection and security to an employee in the event of serious accident or lengthy illness.
170. The insurance company will provide the benefit in accordance with the terms and conditions of the University's master benefit.
177. **Group Health Insurance.** The University has agreed to continue to provide to all eligible employees and their eligible dependents, group health and dental insurance benefits equivalent to or greater than those provided in the comprehensive group medical insurance plan currently available to the University as a whole.
172. All regular employees who are normally scheduled to work at least thirty (30) hours per week are eligible for Group Health Insurance.
173. Employees terminating their employment at the University have the opportunity to continue their health insurance coverage under the C.O.B.R.A. plan. The monthly premium must be fully paid by the employee.
174. **Life Insurance.** The University will provide to all eligible employees, life insurance benefits and basic death and dismemberment insurance as provided in the University Group Life Insurance Plan. Additional insurance coverage may be purchased through the University.
175. **Retirement.** The University will continue to participate in the retirement plan as required by State law.
176. Employees first employed on or after January 1, 1996, are eligible for participation in a defined contribution retirement program as made available through the University and selected by the employee. The program will begin effective date of hire. Eligible employees include those hired into position with an annualized full-time equivalent (FTE) of .5 or greater.

177. Employees in the bargaining unit will be offered the same enhanced early retirement option being offered to employees not covered by a collective bargaining agreement.

178. Employees in the bargaining unit have the option of participating in the Retirement Supplemental Voluntary Program (RSVP), subject to the current provisions of the program.

LEAVES

179. **Leaves Without Pay.** Leaves of Absence are available to non-probationary employees.

180. Any request for a leave of absence shall be submitted in writing to the supervisor, with a copy to the Steward. The request shall state the reason the leave is being requested and the length of time off the employee desires. A request for an extension to a leave requires the same written procedure as the initial request.

181. Written communication will be received by the employee from the Human Resources Department confirming the approved leave and dates or rejecting the request for leave of absence. If the leave is approved, confirmation will also be given to the employee stating which determination will be followed in the return from leave (See paragraph 181).

182. At the time of the initial request and any request for extension of a leave of absence without pay, the University Labor designee, in conjunction with the employee's supervisor if applicable, shall make one of the following determinations:

A. The employee's position will be held open for them.

B. The employee's position cannot be held open, but a comparable position will be available in the department.

C. The employee's position is not held. (In the event the leave without pay is not subject to the Family and Medical Leave Act of 1993, FMLA.)

183. Failure to return from a leave of absence as scheduled, failure to request an extension of the leave of absence, or failure to successfully secure a bargaining unit position prior to the expiration of the leave of absence will result in termination of employment.

184. Bargaining Unit seniority will accumulate during an unpaid leave of absence.

185. Leaves of Absence without pay may be granted and extended up to one (1) year or to the extent of the employee's unit seniority, or a combination of unit seniority and university employment in a regular position, whichever is shortest unless specified in sections below.

186. **Accrued Sick and Vacation Time.** An employee granted a leave of absence without pay under this section shall retain all accumulated sick leave and vacation leave accrued as of the date of the leave while on such leave.

187. An employee does not accumulate sick or vacation leave while on a leave of absence without pay.

188. **Personal Leave of Absence.** The following, by way of illustration and not limitation, are examples of reasons that an employee may be granted a personal leave of absence: Family or personal responsibilities, educational opportunities, etc.
189. See paragraphs 178-184. A leave of absence will not be granted for the purpose of obtaining employment elsewhere.
190. **Medical Leave of Absence for Illness or Disability.** An employee may be granted a medical leave of absence without pay due to illness or disability for such period of time as their physician shall state that they are unable to work, up to a maximum of one (1) year as described in paragraphs 178-184. A statement from the physician is required to return to work. All procedures for medical leaves comply with the FMLA.
191. The University may, at its option and without cost to the employee, require that a physician or physicians of its choosing examine the employee prior to, during, or following a medical leave for illness or disability.
192. **Military Leave.** An employee will be granted a military leave of absence without pay for a normal tour of duty. This applies to employees who are inducted through the Selective Service, voluntarily enlist or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.
193. An employee returning to work from a military leave of absence shall be given their former job or a job of like status and pay, unless the University's circumstances have so changed as to make it unreasonable to do so. Application for reinstatement from military leave must be made within ninety (90) calendar days after their release; otherwise, they shall not be eligible to return to work. Except as otherwise herein provided, the re-employment rights of such employees returning from military leave shall be limited by applicable laws and regulations.
194. **Union Business Leave.** Members of the Union appointed to local Union positions or selected by the Union to do work which takes them from their employment with the University may, at the written request of the Union, be granted leaves of absence without pay as described in paragraphs 178-183, or the term of such position. This section applies only to those employees who leave the University's employment to accept a position with the Union.
195. **Political Leave.** A bargaining unit member, when elected or appointed to an office of public service which requires the employee to serve full-time in order to fulfill the obligations of the office, shall be granted a leave of absence without pay for the period of the employee's service in office. A leave of absence for a period of one (1) year or more for political leave may be renewed annually in response to a written request received prior to the expiration of the leave.
196. **Parental Leave.** The University will offer to eligible bargaining unit employees paid parental leave in accordance with the Michigan Tech Paid Parental Leave program.
197. **Return from Leave.** If the approved leave of absence was made pursuant to paragraph 181 A. or 181 B., the employee shall return to work on the date specified in the confirmation letter.

198. If the approved leave of absence is made pursuant to section 181 C. (position not held open) the employee will follow these procedures. At least ten (10) business days prior to the expiration of a leave or extension the employee will notify the Human Resources Department, in writing, of their desire to return to work. At that time, they will follow procedures as outlined in the Posting and Filling Vacancies section of this contract. The bargaining unit member's opportunity to apply for vacancies shall continue for the lesser of, one (1) year or length of seniority or until the bargaining unit member has turned down two (2) interview opportunities or one (1) job offer.
199. The employee's seniority accrual will cease upon the expiration of the approved leave of absence and will resume upon successfully securing a bargaining unit position.
200. **Return from Union Business or Political Leave.** An employee who is returning from Union Business or Political leave shall notify the University in writing of their intent to return at least fifteen (15) business days in advance of the date of their intended return. The employee will be placed, as outlined in paragraph 194, in the first vacant position for which the employee is qualified and which most closely approximates the pay grade of the employee prior to the leave of absence and provided the employee would otherwise have maintained seniority recall rights.
201. **Pay Upon Return From a Leave.** An employee who returns from a leave of absence without pay to a position within the same pay grade shall be returned to the same pay rate that they were in before going on leave. When a general pay increase occurs while the employee is on leave, their pay upon reinstatement will be increased by such general increase. An employee who returns from a leave and is reinstated in a pay grade different from the grade they held before going on leave shall have a pay rate established at the time of their reinstatement.
202. **Benefits While on Leave of Absence Without Pay.** The University will bear the cost of continuation of current health benefits for bargaining unit employees who take approved family or medical leaves without pay for up to twelve (12) weeks, consistent with and in compliance with the Family and Medical Leave Act of 1993 (FMLA).
203. Employees who take leaves of absence without pay not covered by the FMLA may choose to continue medical benefits at their own cost. Such an employee shall contact the Benefits Office prior to the beginning of the leave to arrange for applicable continuation of coverage. Such continuation is subject to the provisions and limitations of the group benefits policies. In no event shall benefits continuation exceed one (1) year from the commencement of the initial leave of absence, except where mandated by applicable federal and/or state law. Upon return from the leave of absence, the employee shall contact the Benefits Office to re-enroll for benefits coverage. Benefits coverage's are not automatically reinstated upon return from leave.
204. **Jury Duty and Witness Service.** An employee who loses time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate. Jury duty and witness fees shall be offset against such pay.
205. Except as otherwise provided in this agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Human Resources Department 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 they were eligible to receive for each day.
206. An employee temporarily excused from attendance at court shall report for work during the excused period.

207. **Blood Donation.** Release time of two (2) hours will be granted to employees to donate blood.
208. **Volunteer Emergency Response Personnel.** The Employer agrees to allow volunteer emergency response personnel to leave their scheduled straight time work to respond to emergency response alarms sounded by their respective emergency response departments without suffering any loss in time or pay, subject to emergency exceptions or cases where undue operational difficulties may result from the employee's absence from work. Such employees will be expected to return to work following the completion of their duties. In order that the Employer may properly administer this program, it will be necessary for employees wishing to be covered by this program to have their respective Emergency Response Supervisor verify their position as volunteer emergency response personnel on forms provided by the Employer. Such forms may be obtained at the Human Resources Department. The Employer will not apply this program to employees unless they have completed forms on file in the Human Resources Department prior to leaving work for the aforementioned purpose. Employees understand that abuse of this program will lead to disciplinary action. Four (4) hours of time-off with pay at the beginning of a shift will be granted to volunteer emergency response personnel when volunteer duties are completed within six (6) hours prior to the start of that shift.
209. **Community Service Hours.** Each bargaining unit employee will be entitled to four (4) hours of paid community service time. The time must be approved by the immediate supervisor and proof of volunteer work must be provided five (5) business days in advance of the leave and must be part of a local non-profit organization or fund-raising event.
210. **UAW Training.** Release time will be provided for two University approved trainings per contract year designated specifically for UAW employees. The schedule of trainings must be pre-approved by the University Labor Designee.

PROGRAMS AND UNIVERSITY SERVICES

211. **Employee Education Program.** The University will offer to eligible bargaining unit employees the Employee Education Program in accordance with the established provisions at the time of application. Employees may take nine (9) credits per semester, non-transferable, under the same terms as current program.
212. **Tuition Reduction Incentive Program (TRIP).** The University will offer to eligible bargaining unit employees the Tuition Reduction Incentive Program in accordance with the established provisions at the time of application.
213. Laid off employees will be eligible for the Tuition Reduction Incentive Program for a period equal to the seniority the employee had acquired at the time of the layoff or three (3) years, whichever is shorter.
214. **Safety Committee.** Given the existence of the Staff Safety Committee, the Union will designate a member or members (not more than two (2)) to serve.

215. **Staff Recognition Programs.** Employees in the bargaining unit are eligible to participate in the following staff programs and any other program or programs deemed by the University as a Staff Recognition Program.
- A. Staff Recognition Awards
 - B. Employee Excellence Awards
 - C. Wellness Program
 - D. GM Incentive Program
 - E. Ford Incentive Program
 - F. Professional Development Program
 - G. Michigan Tech Promotional Support Program
 - H. Michigan Tech Little Huskies Development Center
216. **Bonus Program.** The UAW employees will be eligible for the bonus program. The program will include performance and retention. The criteria of Bonus Program: 1. Not to exceed \$3,000 net per occurrence, 2. No limit on the number of occurrences per fiscal year.
217. **Discount Program at the University Bookstore and University Images.** All UAW Local 5000 members will be eligible for a special "UAW Discount" at the University Bookstore and University Images of an additional five percent (5%) during the twenty percent (20%) Appreciation Days.
218. In addition, one (1) coupon per member that would entitle bearer to 25% off any one (1) item throughout the academic year that can be used only for non-discount days.
219. In addition, the University will sponsor a UAW Appreciation Week in which members would be offered a twenty percent (20%) discount during a designated week selected by the University.
220. The University has the right to exclude such items as: Textbooks and electronics.
221. A calendar will be produced by the University for the UAW membership identifying the dates of major discount days.
222. **Event Discounts.** Should the University institute a ticketing discount program for University sponsored events for non-represented or represented employees, all eligible bargaining unit members will be included.
223. **Bulletin Boards.** The University will provide the Union with four (4) bulletin boards located at mutually agreed upon sites. The four (4) sites are as follows:
- A. Administration Building
 - B. Memorial Union Building
 - C. Student Development Complex
 - D. Walker Arts and Humanities Center
224. In the event the University intends to change an agreed upon location, the parties will meet to determine another mutually agreeable site. The size of these boards shall be sufficient to post four (4) 8.5 by 11 inch Union notices. Such notices must be signed by the Union President.

225. The notices, although not limited to the following, shall be of the following type:
- A. Union Meetings
 - B. Union elections and appointments
 - C. Results of Union elections
 - D. Recreational, social and education programs of the Union
226. In the event that a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the University Labor designee of the nature of the dispute and notices will be removed from bulletin boards until the dispute is resolved.
227. **Union Use of Facilities and Services.** The University will continue to provide the Union with office space. It is currently located in the Administration Building. If changed, it will remain on the central campus. The University will continue to make facilities and services available to the Union under the same terms as it currently does to any non-University affiliated group.

POSITION AUDIT PROCESS

228. **Reclassification Audit Language.** An employee whose position has not been audited for at least six (6) calendar months, and whose work has been substantially changed in character, other than volume only, may initiate an Employee Driven Audit or Supervisor Driven Audit in order to determine whether they are misclassified.
229. The supervisor and UAW employee will submit an updated job description to initiate the Supervisor Driven Audit process.
230. The Union and the University agree to form a four (4) person review committee comprised of the UAW President, UAW Vice President, and two (2) University designated representatives to complete all submitted audits together. The Union may designate alternates for the UAW President and/or UAW Vice President if the audit submitted presents a conflict of interest.
231. A Position Audit Request form is required for an Employee Driven Audit. The forms are available through Michigan Tech Human Resources and must be submitted to Human Resources to be stamped with the date on which it was received. The University will have twenty (20) business days to provide a written explanation of the determination to the employee, their supervisor, and the President of the UAW.
232. The employee has the right to appeal the decision, in writing, to the University Labor designee within ten (10) business days of notification.
233. If the employee appeals the determination, the Position Evaluation Committee will perform an audit. The results will be communicated in writing to the employee, their immediate Supervisor and the President of the UAW within thirty (30) business days after written notification has been submitted to the University Labor designee. The determination of the Position Evaluation Committee shall be accepted by all parties as conclusive in determining the employee's appropriate Appendix II classification.
234. The Position Evaluation Committee has been established to preside over the appeal process. The Committee will be comprised of two (2) employees appointed by the University and two (2) bargaining unit employees appointed by the Union. The University's designee shall serve as an ex-officio member of the Position Evaluation Committee.

235. Should the audit process reveal that the employee is misclassified, the University may either discontinue assigning the employee those duties and responsibilities found not to be inherent in their current classification, or reclassify them to the particular position determined by the audit process to be proper. If reclassified to a position in a higher pay grade the employee's annual salary shall be increased by one dollar (\$1.00) per hour per pay grade or to the minimum of the pay grade for the new classification, whichever is greater. All rate changes will be effective from the first date stamp by Human Resources on which the Position Audit Request was originally received. If the audit causes an employee to be reduced in classification to a lower pay grade, the employee's current salary shall be maintained.
236. Any of the time limits specified above may be extended by mutual agreement to permit the University additional time reasonably necessary for the orderly conduct of its audit responsibilities hereunder.

TEMPORARY ASSIGNMENTS

237. **Temporary Assignment Pay—Higher Pay Grade.** An employee assigned on a temporary basis to perform those duties and responsibilities characteristic of the duties and responsibilities of a classification in a higher pay grade will receive an additional one dollar (\$1.00) per hour or the minimum rate for the classification, whichever is greater, during the assignment. Prior to any temporary assignment being offered, the supervisor must provide Human Resources with a list of additional duties. Human Resources will determine the appropriate pay grade and notify the supervisor. Such temporary assignment must be for at least one (1) full week and must be made in writing to the employee.
238. If an employee believes that such a written assignment should be, or should have been made, and was not, a written request for review may be directed to the Human Resources Department with a copy to the employee's supervisor. The Union President will be notified by the Human Resources Department prior to any temporary assignments to a higher pay grade.
239. **Temporary Assignment to Non-UAW Position.** When a temporary non-UAW position becomes available, a department may offer it to a bargaining unit employee within that department. The salary will be determined by the Human Resources Department. The duration of the position will be up to six (6) months but may be extended by mutual agreement. Seniority will accrue during this time (paragraph 64 does not apply). Employee will not be entitled to any longevity payment nor will longevity accrue during the temporary assignment. At the termination of the temporary assignment the employee will return to their previously held UAW position and receive the former rate of pay plus any scheduled increase.
240. **Temporary Program.** The University will utilize current UAW employees who are not full-time (40 hours and/or 12 months,) prior to hiring temporary employees to fill temporary or open UAW office professional positions. The University will adhere to the UAW Temp Program procedure for selection. The UAW employee will adhere to the UAW Temp Program procedure for application to the program. Eligible UAW employees may contact Human Resources.

241. The UAW employee will maintain their regular rate of pay at a minimum or up to what the position minimum would pay, but will not accrue additional benefits. Holiday pay will be awarded based on hours worked during the pay period containing the holiday. The employee will not be permitted to work more than 8 hours in a day or 40 hours in a regular work week unless arranged with both supervisors per paragraph 98 of the UAW contract. No overtime will be granted unless there is prior approval from both supervisors.

LONGEVITY AND WAGES

242. **Longevity - Non-Exempt Only.** All bargaining unit employees who are in the active service of, or on approved leave of absence from, the University shall be eligible to receive longevity pay according to the following rules and schedule of payment:

- A. Longevity pay shall be based on an employee's length of continuous non-exempt status with the University.
- B. Eligible employees completing the year of service indicated on the schedule below, shall receive the additional amount added to their wage rate. The University will use the employee's longevity date and will add the additional hourly rate to the employee's wage rate.
- C. Longevity Pay Schedule.
Effective no later than January 1, 2020

Continuous Non-Exempt Service	Additional Hourly Rate
Upon completion of the 5 th year	\$.35
Upon completion of the 10 th year	\$.40
Upon completion of the 15 th year	\$.45
Upon completion of the 20 th year	\$.50
Upon completion of the 25 th year	\$.50
Upon completion of the 30 th year	\$.50
Upon completion of the 35 th year	\$.50
Upon completion of the 40 th year	\$.55

243. **Wages.** Effective January 1, 2020, each employee will receive one point seven five percent (1.75%) increase.

NON-SOLICITATION

244. It is agreed that neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any employee of the University, whether represented by the Union or not, with respect to their work or with respect to Union activities or membership or the right to refrain from engaging in any Union activities or membership. There shall be no solicitation of non-bargaining unit employees for Union membership on University time.

STRIKES AND LOCKOUTS

245. The International Union United Automobile, Aerospace and Agricultural Implement Workers and Local 5000 UAW, their officers, agents, and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work, picketing, or any acts of any similar nature which would interfere with the orderly operation of the University, that it will not otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

246. The University agrees it will conduct no lockout during the term of this Agreement.

COMPLETE AGREEMENT

247. This contract represents the complete Agreement between parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties. This specific language will not result in the denial of any current economic benefit enjoyed uniformly by bargaining unit employees without negotiations of the parties.

MANAGEMENT RIGHTS

248. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions 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 the property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the right to change or introduce new and improved operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to have affected employees tested when mandated by federal or state regulations; (5) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; and (6) 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.

TERMINATION OR MODIFICATION

249. This Agreement shall remain in full force and effect until December 31, 2020.

250. If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.

251. If either party desires to modify or change this Agreement, it shall, sixty (60) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on fourteen (14) calendar day's written notice of termination but not before the effective termination date of this Agreement.

252. **Notice of Termination Modification.** Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the Recording Secretary of Local 5000 with a copy to the Director of Region 1D, UAW, and if to the University, addressed to the Director of Human Resources, Michigan Tech University, or to any such address as the Union or the University may make available to each other.

APPENDIX I

SPECIAL OFFICIAL APPLICATION FOR MEMBERSHIP
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

Date _____

Name _____ L. U. No. _____

Address _____ City _____ State _____ Zip _____

Dept. _____ Social Security No. _____

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts requiring the continuance of my membership in said Union as a condition of my employment or continued employment, and contracts requiring the employer to deduct, collect, or assist in collecting from my wages or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan any dues and fees payable to said Union; and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, of any other representative for any of such purposes.

I further irrevocably designate, authorize and empower the said Union exclusively to appear and act for me and in my behalf before any board, court, committee or other tribunal in any matter affecting my status as an employee, or as a member of said Union, and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of all grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship as fully and to all intents and purposes as I might or could do if personally present.

I pledge my honor to faithfully observe the Constitution and laws of this Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Applicant's Signature) _____

(Witness) _____



AUTHORIZATION FOR CHECK-OFF OF DUES

_____ COMPANY Date _____

I hereby assign to Local Union No. _____, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present to in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company 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 assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee here)

(Address of Employee)

(Type or print name of Employee here)

(City) (State) (Zip)

(Date of Signature)

(Employee Clock Number)

(Social Security Number)

(Date of Delivery to Employer)

APPENDIX II

(Effective *January 1, 2019*)

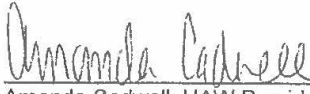
Pay Grade Titles and Minimum Pay Rates		
PAY GRADE LEVEL 4 \$11.75 • Office Assistant 4 • Cashier • Library Assistant 4	PAY GRADE LEVEL 5 \$12.50 • Office Assistant 5 • Library Assistant 5	PAY GRADE LEVEL 6 \$13.25 • Office Assistant 6 • Library Assistant 6
PAY GRADE LEVEL 7 \$14.00 • Administrative Aide 7 • Library Assistant 7	PAY GRADE LEVEL 8 \$15.00 • Administrative Aide 8 • Library Assistant 8 • Dispatcher	PAY GRADE LEVEL 9 \$16.00 • Sr. Administrative Aide • Sr. Library Assistant • Sr. Dispatcher

- Pay Rate is the employee's hourly rate.

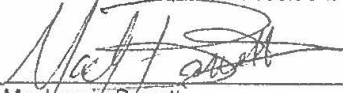
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

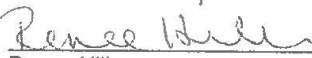
FOR UAW LOCAL 5000

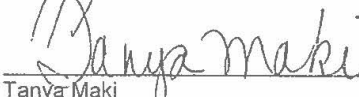
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Amanda Cadwell, UAW President

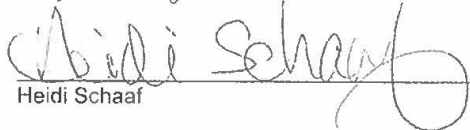

Catherine Burns, Chief Negotiator, University Team

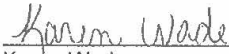

Mackenzie Barrett


Renee Hiller


Tanya Maki


Amy Mensch

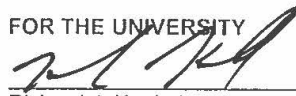

Heidi Schaaf


Karen Wade

FOR INTERNATIONAL UNION UAW

FOR THE UNIVERSITY


Betsy Bennett, International Representative
Region 1D


Richard J. Koubek
President


Gerald Kariem, Director
Region 1D

Ratified by UAW – Local 5000 on November 22, 2019

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