

MASTER AGREEMENT  
BETWEEN  
THE REGENTS OF THE  
UNIVERSITY OF MICHIGAN  
AND  
UNIVERSITY OF MICHIGAN

SERVICE EMPLOYEES'  
INTERNATIONAL UNION  
SEIU-HCMI

October 01, 2024 – September 30, 2027

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## **PREAMBLE**

This Collective Bargaining Agreement, signed the 17 Day of December, 2024 hereinafter referred to as the “Agreement”, is entered into by and between the University of Michigan, hereinafter referred to as the “University”, and the Service Employees International Union, Healthcare Michigan, SEIU-HCMI, hereinafter referred to as the “Union”, on behalf of and covering the classifications listed in Appendix A.

This Agreement serves as a testament to the dedication of both parties to uphold the principles of fairness, equity, and integrity in the workplace. By entering into this Agreement, the parties affirm a mutual responsibility to maintain its provisions in the spirit of cooperation and organizational success.

## **ARTICLE 1 - PURPOSE AND INTENT**

1. The purpose of this Agreement is to set forth wages, hours, terms, and conditions of employment for the duration of this Agreement and to promote orderly and peaceful employment relations, in the interest of providing exemplary healthcare and services to the patients of Michigan Medicine.
2. Recognizing the importance of fostering a positive, cooperative, and productive working relationship, the parties affirm their commitment to open and honest communication, mutual respect, and the shared goal of providing exceptional patient care and services. This Agreement provides a framework that promotes a harmonious, safe, and economically sustainable work environment, while recognizing the rights and contributions of all employees.
3. The parties acknowledge the collective obligation to uphold legal and ethical standards, and the significance of promoting the well-being, fair and just treatment of the workforce, while also addressing the legitimate interests and operational needs of the University. It is further stated that the intention of the parties is to establish and maintain an amicable partnership committed to providing optimal patient care and being an employer of choice. The preceding principles shall also apply while providing service to visitors and other communities of interest.

## **ARTICLE 2 - UNION RECOGNITION**

1. Pursuant to and in conformity with the voluntary recognition granted by the University of Michigan on June 26, 2023, the University recognizes the Service Employees International Union, Healthcare Michigan (SEIU-HCMI) as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.
2. The following full-time and part-time Job Titles are included in this bargaining unit. ELS Specialist, Respiratory Therapist Senior, Respiratory Therapist Intermediate, Respiratory Therapy Technician, Respiratory Therapy, Clinical Specialist. On March 18, 2024, this Agreement was amended to include Inpatient Unit Clerks, Patient Care Tech Assistant, Patient Care Tech Associate, Patient Services Senior, Patient Services Intermediate, Phlebotomist, Phlebotomist Specialist, and Unit Host employed by the University of Michigan. Supervisors, confidential employees, and all other employees are excluded. This shall not preclude the accretion of additional classifications if recognized and mutually agreed upon by all parties after the ratification of this Agreement.
3. A copy of the letter granting voluntary recognition is included in Appendix A.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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 all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces.
2. The right to determine the work to be done and the standards to be met by employees covered by this Agreement.
3. The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees.
4. The right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees.
5. The right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.
6. Nothing in this Article shall be construed to give the University the right to violate or direct employees to violate applicable laws or regulations.

### **ARTICLE 4 - CHECKOFF OF UNION DUES**

1. During the life of this Agreement, and to the extent applicable laws permit bargaining unit members, beginning with the month following thirty (30) calendar days of employment in the bargaining unit, and every month thereafter, may tender to the Union designated union dues.
2. The University shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual union dues paid from the pay earned by the employee. In addition, the Union shall indemnify and save the University harmless from any liability resulting from all claims, demands, suits or any other action arising from compliance with this Article, or on reliance on any notice, certification, or authorization furnished under this Article.
  - a. During the term of this Agreement, and to the extent that *Janus v. American Federation of State, County and Municipal Employees, Council, 138 S. Ct. 974 - Supreme Court Decision, 2018* is permitted for public sector employers. The University will deduct union dues from the pay of any bargaining unit member who voluntarily executes and delivers to the University a deduction authorization form provided by the Union.
  - b. In the event the Union utilizes electronic signatures for authorization, the University will accept the electronic signatures, provided that the Union is able to provide means for verification of the electronic signature in a manner that is consistent with applicable law.
  - c. The parties agree it is the sole responsibility of the Union to make certain its Voluntary Authorization for Dues Deduction complies with applicable law.

- d. Upon receiving written confirmation from the Union that an employee has effectively revoked their Voluntary Authorization for Deduction of Union Dues, the University will discontinue deducting dues from the employee's pay as soon as practicable. The Union shall endeavor to deliver written notice of an effective revocation of Voluntary Authorization for Deduction for Union Dues within five (5) business days of receipt from the employee. If the Union fails to deliver written notice within this timeframe, resulting in an unauthorized payroll deduction(s) by the University Payroll Office, the Union agrees that it will be solely responsible for reimbursing the affected employee for the unauthorized payroll deduction(s). Payroll deductions shall terminate when a revocation has been delivered to the University Payroll Office at least thirty (30) days prior to the last payday of the calendar month.
- e. COPE. The Employer agrees to deduct a COPE deduction from the wages of any employee who is a member of SEIU-HCMI as provided in a written authorization form. A copy of such authorization will be presented to the Employer, containing the amount to be deducted per month by pay period.  
The Union will provide the employer with notification of an employee's cancellation. The Employer agrees to promptly remit COPE deductions on a monthly schedule to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made, the pay period the deduction occurred, and the amount deducted during the pay period(s). The Union will submit an invoice to the Employer by the 15th of each month.
- f. Payroll deductions shall be made only from the pay due employees on the last pay days of each calendar month; provided, however, the initial deduction for any employee shall not begin unless one (1) a properly executed "Voluntary Authorization for dues deduction form and two (2) the amount of the monthly membership dues certified by the financial officer of the Union has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service fee also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.
- g. All sums deducted by the University shall be remitted via electronic transfer to the Union's account, by the fifteenth (15th) calendar day of the month following the month in which the deductions were made. A list of names, employee I.D. numbers, the amount deducted for each employee, pay period of deduction, COPE deductions, and initiation fees will be submitted to the Union in a workable electronic format.
- h. The Union will work directly with bargaining unit members to resolve all discrepancies and/or make adjustments related to the remittance of union dues.

## ARTICLE 5 - LISTS AND INFORMATION

The University shall furnish the Union with a list of bargaining unit members on a monthly basis or when available. The list will be in a mutually agreed-upon electronic format. The list will include the following information.

- a. First and Last names
- b. EMPID
- c. Job Code Description and/or market title where available
- d. Date of hire
- e. Rate of pay
- f. Uniqname
- g. University e-mail address
- h. Personal email address, if available
- i. Dept and work location
- j. Work Address if available

- k. Shift
- l. Cell phone if available
- m. Home address on file
  - A list of all Employees terminated during the previous calendar month.
  - A list of all Employees transferred out of the bargaining unit during the previous calendar month.
  - A list of all Employees on unpaid leave of absence.

### 1. NEW HIRES

The University will provide the name, telephone number, username, and University email address of any new hire or transfer into the bargaining unit at least one week prior to the date of entrance into the bargaining unit, when possible, or as soon as practicable.

### 2. CONFIDENTIALITY

The Union shall retain the information above in confidence and disclose it only to those members of the Union whose Union duties require them to have such information.

### 3. INFORMATION REQUESTS

Upon written request from the Union, the University will provide the Union with information which is necessary for the purposes of collective bargaining.

## **ARTICLE 6 - BULLETIN BOARDS**

1. The University will provide the Union with space in the hospitals for one (1) bulletin board per every 250 bargaining unit employees, not to exceed fourteen (14) in total and no less than three (3) in total. Additionally, the University shall provide the Union with one (1) bulletin board in each in outpatient clinics where bargaining unit employees work. The bulletin boards will be placed in mutually agreeable non-patient care locations. The Union and Management will jointly select bulletin board locations and management will provide one key for all locks. Prior to a change in location of an existing bulletin board, the University will discuss the matter with the Union to find a mutually agreeable location. The bulletin boards will be exclusively used by the Union. The size of these boards shall be sufficient to post four (4) 8-1/2 by 11-inch sheets.
2. All material posted must be in compliance with university policies authorized by Union leadership and designated as an official Union publication. The following types of notices shall be permitted to be posted in the designated bulletin boards: 1. Recreational, educational, and social events of the Union; 2. Union meetings; 3. Union elections, appointments; 4. Results of union elections; 5. Union updates to bargaining unit employees.
3. It is understood that items posted on shall not be derogatory or inflammatory.
4. In the event a dispute arises concerning the appropriateness of material posted, the Union President, or their designee shall be advised of the nature of the dispute. If the dispute is not resolved within forty-eight (48) hours, the notices shall be removed from the bulletin boards until the dispute is resolved.

## **ARTICLE 7 - UNION NEW HIRE ORIENTATION**

Each month, the University will provide the Union with the names of all newly hired bargaining unit employees. On the first Wednesday of each month (unless changed due to a holiday), the University will allow thirty (30) minutes for the union and new employees to meet for union orientation. The department will make every effort to reserve a room for the meeting. If a room is not available for use during the scheduled time of orientation, the employer uses its best efforts to provide access for the union and new employees to meet. The Union may establish a virtual meeting, such as a video conference if needed. All bargaining unit employees are required to attend union orientation within the first 30 days of employment. The University will provide a copy of this Agreement to employees entering the bargaining unit when practicable. The Union may distribute mutually agreed upon materials regarding union membership including membership forms.

## **ARTICLE 8 - RELEASE TIME**

The total annual release time provided under this Article is for the purpose of conducting union business. Union business includes the following: Grievance and Arbitration Procedure, the investigation of grievances, Union Orientation, Discipline, other Union activity relevant to the ongoing representation of bargaining unit employees at the University, and meetings with the University. Total annual release time provided to Union representatives and Stewards will be equal to the total number of bargaining unit employees on July 1 of each year multiplied by two (2) hours. If the Union decides to assign a Union Official to full time union business, they will be temporarily transferred to the HR Department and will be paid forty (40) hours at the rate for their classification.

A non-probationary employee who is duly elected or appointed, upon the timely written request to their Unit Leader, will be granted an excused absence without pay for a period of time sufficient to attend a meeting, conference or convention of the Union provided, however, that such request, in writing, is received no later than two (2) calendar months prior to the requested time off. In addition, no employee will be granted more than five (5) consecutive working days off at any one time not may more than three (3) employees be granted release time at any one time. It is understood that such requests, even though granted, may be cancelled due to the patient care needs of the Unit.

### **RELEASE TIME FOR UNION OFFICIALS**

The Union shall notify the Employer in writing of the names and roles of the Union representative and shall promptly notify the Employer in writing of any change. At the conclusion of their term in office, a Designated representative will return to a position held prior to taking a union position. Training and education will be available if needed.

#### **II. Steward Release.**

The Union will assign a Union representative to represent each work area and notify the University of the assignments and any changes. Each Union representative will provide their supervisor or manager with adequate notice for release time.



## ARTICLE 9 - NON-DISCRIMINATION

The University and the Union agree that there shall be no discrimination in the application of the provisions of this Agreement because of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, or veteran status. Further, employees shall not be subject to sexual harassment. Nothing in this Article shall be construed as preventing an employee from exercising constitutional or statutory rights to allege discrimination if they believe their rights have been violated.

The parties agree to use the definition of "prohibited conduct" utilized in the applicable University of Michigan policies as it pertains to sexual and gender-based misconduct and Title IX misconduct shall apply. References to "she" "he" "him" "her" or "they" in agreement should be considered interchangeable even when referring to an individual employee without intention to distinguish among individuals based on gender or sex, and without intention to apply an inappropriate identifier to an individual who may choose not to use one of the above pronouns.

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

The University agrees for those covered by this Agreement that membership in the Union is a matter between the employee and Union and the University shall remain neutral regarding an employee's choice to become and/or remain a member of the Union.

## ARTICLE 10 - PROBATIONARY EMPLOYEES

1. An employee is a probationary employee for the employee's first six (6) calendar months of employment at the University or for the first six (6) calendar months following transfer into the bargaining unit. The University may discontinue an employee's probationary period at any time by written notice to the employee.
2. Within the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) month after the start of the probationary period, the Supervisor or designee will meet with the employee to provide feedback on their performance and will provide a written mid-probationary period evaluation. This provision does not prevent the employer from providing a probationary employee with other evaluative feedback or coaching at any time during the probationary period.
3. Probationary employees may participate in the benefits and programs for which they are eligible. Probationary employees who utilize leaves during their probationary period will have their probationary period extended for the length of the absence.
4. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the Grievance and Arbitration Procedures. The Union will receive a copy of the termination notice. Following the termination of a probationary employee, at the request of the Union, the University will meet and discuss the reasons for the termination with the Union leader, provided the Union submits a request within three (3) business days following receipt of the termination notice.
5. A probationary employee shall have no seniority, except as otherwise provided in the Agreement until the probationary employee has completed the probationary period. Upon completion of the probationary period, the employee will acquire seniority from the employee's date of hire.

6. A probationary Employee is eligible to bid on other open positions during the probationary period, pursuant to the University's standard application procedures. It is understood that employees opting to bid will not receive preferential treatment or consideration for any open position compared to other candidates. An employee who transfers prior to the successful completion of their probationary period will start a new six (6) month probationary period in the position to which they transfer. A probationary employee is limited to one (1) such transfer.

## **ARTICLE 11 - SENIORITY DEFINITIONS AND LOSS OF SENIORITY**

### **DEFINITIONS**

For purposes of this Agreement, the following definition shall apply:

Seniority is accumulated by uninterrupted employment with the University beginning with the earliest date of hire and shall include periods of university employment outside of the bargaining unit, temporary layoffs, and other periods of absence authorized by and consistent with this Agreement. Seniority does not include temporary employment. Department seniority will be used for shift preference. If an employee leaves the bargaining unit for a period of twelve (12) months or less, the employee shall retain their previously held seniority upon returning to active duty. Respiratory Therapists in the ECMO department will continue to follow previously established practices.

### **1. LOSS OF SENIORITY**

The following actions shall result in a loss of seniority:

- a. The employee resigns or quits.
- b. The employee is discharged from employment for just cause.
- c. The employee loses their credentials, or their license required for the position held.( Provided there is not a vacant position that the employee applies for and is awarded.)
- d. The employee retires.
- e. The employee fails to contact their supervisor within seven (7) calendar days after the return to work from layoff notice is issued to make arrangements for a mutually satisfactory return to work date. The notice to return shall be sent by mail addressed to the employee at the employee's last address filed with the Michigan Medicine Human Resources Department. At the discretion of the University, an exception may be made to the requirement that the employee contact their supervisor within seven (7) calendar days if circumstances beyond their control prevented such contact.
- f. The employee has been on layoff for a period of time equal to the employee's seniority at the time of the employee's layoff or eighteen (18) months, whichever is less.

A grievance involving compliance with this Section shall begin at Step (2) of the grievance procedure, and may be processed through the Grievance and Arbitration Procedures by the Union only for an employee who has lost seniority and is no longer an employee provided it is submitted in writing at Step (2) of the grievance procedure within fourteen (14) calendar days after facts have occurred giving rise to the employee's dispute.

## ARTICLE 12 - APPOINTMENT FRACTIONS, SHIFT CHANGES, PROMOTIONS, JOB POSTING

### GENERAL PROVISIONS

The provisions of this Article shall be implemented in a manner consistent with all applicable laws and regulations. All open bargaining unit positions will be posted and filled utilizing the following criteria: Reasonable discretion will be utilized to take into account the experience, knowledge, skills, abilities, seniority, training, education, expertise, performance, attendance, and disciplinary history of all applicants. When applicable, an interview will also be utilized as a part of the assessment process. If it is determined that multiple candidates within the bargaining unit have relatively equal qualifications, seniority will be used as the tie breaker for selection purposes.

An employee need not be considered for another position during the six (6) month period following a promotion or transfer. An employee who qualifies for a reasonable accommodation due to a disability may be given priority consideration for transfer into a vacant available position if they are qualified. It is further asserted that the selection for open positions will be made without regard to the employee's age, race, color, sex, gender identity, gender expression, religion, disability, height, weight, marital status, national origin or ancestry, sexual orientation, or veteran status, except where sex or age are bona-fide occupational requirements, as set forth by University Policy or applicable law.

#### 1. PROMOTIONS

Definition: A promotion is defined as the advancement of an employee to a higher level of responsibility and may be to another classification or position within the bargaining unit. A promotion will normally be accompanied by an increase in compensation.

- a. A promotion will be based on the criteria listed in the General Provisions section of this article, and the needs of the organization. An employee must have prior satisfactory work performance in order to be given consideration for a promotional transfer for which they have applied.
- b. The employer agrees to establish and maintain fair and transparent procedures for the selection and promotion of employees, including the posting of open positions, and the provision for internal candidates to apply.
- c. The effective date of the promotional move should normally be no later than four (4) weeks from the date the employee accepts the position.
- d. Promotions may be initiated by management or as the result of selection after the interview process.
- e. Employees who have been selected for promotion will be notified in writing, and the reasons for the selection will be provided upon request.

#### 2. APPOINTMENT FRACTIONS CHANGES AND SHIFT CHANGES

Employees desiring to increase or decrease their assigned appointment fractions may submit a written request to the department Director or designee. Request forms will be maintained for the calendar year. If a change in appointment fraction become available, it will be awarded to the highest seniority employee who has submitted a request form within the current calendar year. The University will make every effort to accommodate all requests whenever practicable.

Employees desiring to change their shift may submit a written request to the director or designee. Request forms will be maintained for the calendar year. When a position on a different shift is available it will be offered by seniority to employees with a request form on file. Bargaining unit employees who submit a request within the submission period will be considered, and the highest seniority employee will be assigned.

### 3. JOB POSTINGS

The following procedure is intended to provide employees the opportunity to apply for and receive consideration for regular job openings at the same time other candidates are being considered:

- a. Open bargaining unit positions will be posted for a minimum of seven (7) calendar days unless the opening is filled pursuant to other provisions contained within this Agreement.
- b. Internal job postings within the bargaining unit will be posted on the job board. The required and desired qualifications, classification, department, appointment type, hours, shift, geographic location, and weekend schedule will be included in the posting if applicable.
- c. Vacant positions will be posted for varying schedules to support the unique needs of the department's covered by this agreement.
- d. As determined by management, the department may post positions at full-time benefit eligible appointment fractions.

### 4. SELECTION

The selection criteria are outlined in the General Provisions section of the Article. The criteria used for selection will be job-related, measurable and or evidently related to the ability to perform the duties of the job successfully. The criteria will be applied to all candidates consistently.

General information about the internal application and interview process, bargaining unit classification descriptions, will be made available by the Human Resources Department upon request. An employee wishing to apply for an open position must submit a resume to Human Resources via the University's application system. If an employee does not provide all requested information or has not properly completed the on-line application process prior to the closing of the posting, the employee shall not be considered.

An employee need not be considered for transfer during the six (6) month period following the employee's last transfer. Any new hire with less than six (6) months relevant experience need not be considered for transfer under this section during the six (6) month period following the completion of probation.

- a. The six (6) month period restriction does not apply to employees who have been placed in a position following a reduction-in-force.
- b. During the six (6) month period following a transfer, promotion or hire, the current manager will determine whether an employee may be considered for transfer. If a transfer is permitted, the usual transfer language applies.
- c. To ensure a fair and equitable interview process, employees scheduled to be interviewed for a job opening will be provided the same information regarding the interview process as all other candidates. Employees who are to be interviewed for a position will be informed about the interview process.
- d. Employees who have left the bargaining unit for less than one (1) year and who have remained in a regular University position, will be considered for posted positions as an internal candidate and the University date of hire may apply for the purposes of selection consideration.
- e. Human Resources will not discuss discipline older than one (1) year with the hiring manager. If an employee is denied transfer or promotion due to the manager's reliance on discipline older than one (1) year, the request for transfer or promotion will be reevaluated without consideration given to the discipline.

- f. Employees who apply for a position will be notified of their candidacy status when a hiring decision is made.
- g. An employee who is considered for a regular job opening, and is not selected, may submit a request to know the reason for not being selected. The University will make every effort to provide the employee with feedback as soon as practicable. Employees who desire additional information about the position or their candidacy may contact the Human Resources Office or their Supervisor if the opening was within the employee's department.
- h. On behalf of the employee, the union may request information related to the status of the employee's candidacy, and the reason they were not selected.

### **ARTICLE 13 - REDUCTION OF THE WORKFORCE & RECALL PROCEDURE**

It is the intention of the University to provide stable employment. When a Reduction in Force (RIF) is required due to a lack of funding, budgetary constraints, reorganization, or a decline in demand for services, departments making such reductions are responsible for retaining the staff necessary to preserve the University's excellence as an educational health institution. This Article outlines the conditions and procedures that will be followed in the event of a reduction in force within the departments covered by this Agreement.

#### **DEFINITIONS**

- a. Layoff: An employee released from employment because of a reduction in force.
- b. Department: A functional area operating independent of others to provide client services which may include patient care or administrative support.
- c. Ability: An individual who has the knowledge, skills, ability, credentials, education, or license to perform the full range of duties within the usual or ordinary period of time and is qualified for the position as required in the job description and or posting.
- d. Priority Consideration: Allowing internal candidates who have been or will be affected by a reduction in force priority consideration over external applicants for open positions for which they are required to apply and participate in the recruitment and hiring process where applicable.

#### **1. RESPIRATORY CARE, ELS SPECIALIST, AND RT CLINICAL SPECIALIST**

If there is a reduction in force in the ECMO department, Respiratory Therapy departments will adhere to the following bumping sequence: ECMO employees shall bump the lowest seniority Intermediate Respiratory Therapist in their previous department provided the ECMO employee has more seniority.

Clinical Specialist shall bump the lowest Senior Respiratory Therapist within their current department provided the Clinical Specialist has more seniority. The displaced Senior Respiratory Therapist shall bump the lowest seniority Intermediate Respiratory Therapist in their current department provided the Senior Therapist has more seniority.

If the sequence of proposed moves is thought to potentially have a negative impact on patient care in the receiving department, the receiving department shall have the right to refuse greater than three (3) affected ECMO employees.

PATIENT CARE TECHS, PHLEBOTOMIST, PHLEBOTOMIST SPECIALIST, PATIENT SERVICES, INPATIENT UNIT CLERKS, AND UNIT HOSTS

The departments and units covered by this Agreement will adhere to the following sequence if there is a need to implement a reduction in force within the classifications listed in section C of this Article. For the purpose of this Agreement “Units” refers only to Ambulatory Care and Phlebotomy.

2. REDUCTION IN FORCE PROCEDURE

Bargaining unit employees with less than ten (10) years of seniority shall be notified of an impending reduction-in-force no later than thirty (30) calendar days prior to the effective date or as soon as practicable. Bargaining unit employees with ten (10) years or more seniority will be notified ninety (90) calendar days prior to the effective date, or as soon as practicable. The Union, within five (5) calendar days following notification, may request a meeting to advise the University of its position and proposed solutions regarding the pending reduction-in-force.

A reduction-in-force shall be implemented by classification and seniority within the department in accordance with the following procedure:

- a. Temporary and probationary employees in an affected classification within a department shall be removed from the classification before a non-probationary bargaining unit employee provided the employee remaining in the classification has the ability to perform the work in the department.
- b. Employees in affected classifications within the department/unit (if applicable) shall be laid off beginning with the employee with the least seniority, provided that the employees remaining in the classification have the ability to perform the work in the department.
- c. An employee on personal leave of absence, excluding medical, FMLA and military leaves, whose position is being held, will be included in the reduction-in-force by seniority order. Those returning from medical, FMLA and military leave will be subject to a reduction-in-force upon return, if applicable.
- d. Prior to implementing a reduction in force, non-probationary employees will be placed in open positions within their classification if they are qualified and able to perform the duties of the job.
- e. An employee whose position has been eliminated, shall displace the least senior employee, with an equal or lesser appointment fraction, within the same classification within twenty-five (25) miles of their previous work location, provided they have more seniority than the employee and can perform the duties of the position.
- f. PCTs, Inpatient Unit Clerks, Unit Hosts, CSR, Phlebotomy Patient Service Staff and Ambulatory Care non-probationary employees slated to be included in a reduction-in-force, will be offered open bargaining unit position within the job series, department, or unit if qualified and able to perform the duties of the job.
- g. Employees will be given priority consideration for vacant positions outside of the job series, within the bargaining unit if they are qualified and able to perform the duties of the job as set forth in the job posting.
- h. Should a removed employee not accept a placement offer, the employee will be laid off.

- i. In no case will the University be required to rearrange work schedules to accommodate employee placement.
- j. A process to assist employees subject to a reduction-in-force will be established. Union representation may be present during the notification process when practicable. Contact information for the appropriate human resources representative will be provided to all affected employees.
- k. Employee's will be given information regarding their rights and responsibilities. The application and interview process for open positions will also be provided. Interviews for internal job opening that are scheduled during an employee's work schedule will be paid provided prior arrangements for release are made with their supervisor.
- l. An assessment of the employee's qualifications and interests will be conducted upon request. Employees will have the right to not accept a position with fewer hours or less pay without loss of seniority or recall rights.
- m. Affected employees may apply for retraining funds if available.

### 3. PROCEDURES FOR RECALL

Employees will be recalled from highest to lowest seniority. An employee with seniority who is on layoff for less than eighteen (18) months, contingent to their ability to perform the duties of the job, will be recalled to the same position from which they were laid off and be given priority consideration for other regular job openings in the same department when available if all qualifications are met.

Employees who have been subject to a reduction-in-force and have not been placed in another regular position will have the following recall rights:

- a. Employees will be recalled to available open positions by department, classification, and seniority and will have up to fourteen days (14) to report to work after notification.
- b. An employee on the recall list that has been offered an equivalent position will have five (5) days to accept, and fourteen days (14) days to report. An employee that does not report within fourteen (14) days after acceptance will be considered a voluntary quit.
- c. An employee who is on layoff for less than eighteen (18) months, contingent to their ability to perform the duties of the position, will be recalled to the same position from which they were laid off, where practicable in accordance with the recall sequence.
- d. If the employee is recalled to a position different than the one that they held at the time of the reduction in force, the employee shall have the right to return to their previously held position if it becomes available and the employee has the ability to perform the duties of the position.
  - Any employee who is on the recall list if qualified and able to perform the duties of the job, may be offered an available position within their department/unit prior to it being posted.

- If an employee is recalled into a position that is determined to be unsatisfactory or the department is not satisfied with the employees' performance, by mutual agreement and within 90 days of the placement the parties may meet to determine an appropriate resolution.
- Unless otherwise stipulated in this Article, an employee will no longer have recall rights after being offered and accepting a position, after declining a position within the location parameters on the same shift with equivalent pay, or after the expiration of the eighteen (18) months lay off period, whichever occurs first.

## **ARTICLE 14 - TEMPORARY EMPLOYEES**

1. As a teaching institution, the University of Michigan encourages the temporary employment of students to support their financial and educational needs, and to provide work experience that will assist them as they enter the regular workforce. Students will normally be placed into jobs that are seasonal, irregular, or sporadic and are considered supplemental to the regular workforce. To effectuate this purpose, temporary employees who meet the definition of "Student" as set forth by University policy, are excluded from Sections 2 and 3 in this Article.
2. A temporary employee is an employee whose employment is in a specific position not limited in duration but is sporadic or casual (normally 8 hours or less per week) or fixed at the time of employment for a specific project, or relief for regular Employee absences including vacations, leaves of absence or termination, or augmenting regular staff occasioned by increased workloads or other conditions that may create a short-term need.
3. A temporary appointment may not be made for the purpose of a trial period for an individual being considered for a regular appointment or as a "probationary period" preceding regular employment. If a temporary employee works an average of twenty (20) or more hours per week for a period of six (6) months, the unit workload will be evaluated to determine the need for a regular employee. If no need exists, the temporary assignment may be extended for an additional six (6) months. The Union will be notified of the reason the extension is needed.
4. Regular bargaining unit employees will receive priority over temporary employees when work schedules are being developed. After regular employees are scheduled, temporary employees may be added to the schedule. The use of temporary employees cannot replace current bargaining unit positions, reduce hours of bargaining unit employees, or erode the scope of the bargaining unit.

Respiratory Care Only: Notwithstanding '2' and '3' above, as a teaching institution, the University of Michigan may utilize the temporary employment of students actively enrolled in a respiratory therapy, nursing, or other related healthcare field of study.

## **ARTICLE 15 - SCHEDULING**

### **RESPIRATORY CARE ECMO SPECIALIST AND CLINICAL SPECIALIST**

#### **1. WORK SCHEDULES**

The subsections of this Article apply to all Respiratory Care departments unless otherwise specified in this Agreement. Employees assigned to ECMO, Med Int Pod - C, Med Inn Sleep Lab, BCSC Adult Multispecialty,



and the Pediatric Pulmonary Clinic departments will continue to adhere to previously established scheduling practices.

Work Schedules will be developed in alignment with patient care needs and the following variable factors including but not limited to, current staffing levels, volume of ordered care, acuity, professional AARC standards, staff mix, codes/rapid response team, and scheduled time off, where applicable. An employee shall not work more than sixteen (16) hours in a twenty-four (24) hour period, except in extraordinary circumstances for the flight team in which there are longer unplanned or delays.

Scheduling practices will become effective the 1st scheduling period beginning 30 days after ratification of this agreement:

## 2. SCHEDULE DURATION

- a. Unless otherwise provided in this Agreement, all work schedules will be developed and assigned using a six (6) week rotation.
- b. If changes to the duration of schedules are required to ensure adequate patient care, the Union will be notified in advance of impending changes, or at the first opportunity.

## 3. SCHEDULE REQUESTS

- a. Schedule requests for the subsequent scheduling period may be submitted anytime between week one (1) and week two (2) of the current scheduling period. Schedules will be posted no later than two (2) weeks in advance where possible.
- b. Employees may submit On Call scheduling.
- c. Requests will be defined as either request to work or request to be off.
- d. Each employee may submit six (6) RX-1, six (6) RX-2, and six (6) RX-3 individual requests for each scheduling period. Each RX request may be for single shifts or be used in combination to request consecutive blocks or recurring days.
- e. Approvals will be based on university seniority and prioritized in order of RX value 1,2, or 3.
  - e.1. RX-1 - highest priority
  - e.2. RX-2 - 2<sup>nd</sup> highest priority
  - e.3. RX-3 - 3<sup>rd</sup> highest priority
- f. Additional scheduling preferences can be submitted by the request due date using the additional scheduling notes form.
- g. After schedules are posted, swaps for schedule changes may be granted for no more than six (6) consecutive working days. Swap requests can be denied based on skill-mix requirements.
- h. Schedule requests apply only to available schedules within the employee's Department.

## 4. SHIFT ASSIGNMENTS

- a. The Department will determine the appropriate number of staff therapists, senior therapists, and technicians for each shift.
- b. When a new employee has completed orientation on day shift, they will be reassigned to the appropriate shift in alignment with department seniority.
- c. If at any time either shift is critically understaffed, the department may ask for volunteers to temporarily rotate shifts until the end of the current six (6) week scheduling period.
- d. If there are no volunteers or at the beginning of the next scheduling period, the lowest seniority employee will be reassigned to the shift with the critical staffing need. If this occurs, the employee will be given a minimum of fourteen (14) days' notice.
- e. A critical staffing need is defined as a temporary staffing imbalance between shifts based on leaves of absences, turnover, approved paid time off, or other exigent circumstances requiring a temporary rebalancing of shift assignments.
- f. An employee who is reassigned will have their original shift assignment restored in departmental seniority order when the need for reassignment ends, provided that they indicated the desire to return to their prior shift or rotation.
- g. Straight Day Shifts for Respiratory Therapists in ECMO. Based on the total ELS Specialists as a percentage of the total ELS Specialist FTEs no less than forty percent (40%) of the hours on the day shift shall be designated as straight day shifts for ELS Specialists. Assignment to these shifts will be offered in seniority order, most to least.

## 5. SCHEDULING ON-CALL ASSIGNMENTS

On-call coverage is intended to provide the ability to meet clinical service needs. On-call shall not be used as a primary staffing tool but rather to address unplanned, short-term, staffing needs that are not addressed by scheduled employees. The decision to utilize on-call will be determined by staffing needs.

- a. Employees may voluntarily request available on-call shifts in ranked order of preference during the schedule request period. Employees can also request days that they are requesting not to take call. Employees cannot be required to be scheduled for more than up to two (2) call shifts in a schedule period.
- b. If more than one employee requests the same on-call shift, the shift shall be awarded to the employee with the highest seniority. If there are remaining on-call shifts available, employees will be assigned from lowest to highest university seniority.
- c. On call hours will be scheduled as needed to ensure clinical services can be provided.
- d. A maximum of up to two (2) Respiratory Therapist and up to two (2) Respiratory Technicians per shift, per day may be scheduled on-call.
- e. Up to 24 hours prior to utilizing the scheduled on-call person, the Employer shall seek volunteers to work additional hours/shifts.

- f. Assigned employees are required to be available for the duration of their on-call schedule unless otherwise notified by management that they are no longer on-call.
- g. No employee shall be required to be scheduled for an on-call shift for more than thirteen (13) times per calendar year.

## 6. FIXED SCHEDULES

Each department or unit may create or eliminate fixed schedules as needed to provide adequate patient care. Fixed schedules run continuously and are excluded from the six (6) week rotation.

The following guidelines for assigning fixed schedules shall apply:

### Adult Hospital, C.S. Motts Children's, and Voigtlander Women's Hospital

- a. All Respiratory Care employees may submit during the regular submission period, a request to be placed on a fixed schedule. Fixed schedules will be assigned by department seniority.
- b. Employees selected for a fixed schedule must be available to work no less than six (6) out of every twelve (12) weekend days.

## 7. WEEKEND ASSIGNMENTS

- a. Each employee must be available to work no less than 6 weekend shifts out of twelve (12).
- b. For the purposes of this Article, the definition of a weekend shall be the forty-eight (48) hour period between the beginning of the third shift on Friday (night) and the end of the second shift on Sunday (afternoon) of each week.
- c. Weekend requests will be granted in alignment with university seniority. Employees can swap weekend shifts within their department if they have ensured adequate weekend coverage on the shift.

## 8. PRE-SCHEDULED VOLUNTARY OVERTIME

- a. Prescheduled overtime will be allocated based on request and approved by seniority.
- b. When schedules are created, overtime will be added as needed during the six (6) week schedule.
- c. Overtime that does not become available until after schedules have been created, will be assigned on a first come, first serve basis.
- d. Overtime is scheduled as needed, prescheduled overtime that is no longer needed, shall be cancelled.

## 9. SCHEDULING OF CLINICAL SPECIALISTS

University of Michigan, Adult Hospitals will utilize the following scheduling practices. To ensure adequate coverage, A varying number of shifts will be available for each scheduling period.

- a. If needed, employees may flex their hours with management's approval.
- b. Weekends will be covered by on-call up to a maximum of six (6) on-call weekends per year per employee, excluding holiday weekends. On-call assignments will be aligned with the employee's shift, except that evening and night shift employees can opt to take their on-call assignment during the day shift if available.
- c. Remote work may be approved by the department Director for special projects. Remote work will be implemented in accordance with Michigan Medicine's remote work policy. Employees shall be required to sign a remote work agreement to be eligible to work remotely. Management reserves the right to cancel remote work assignment at any time.
- d. Clinical Specialists may self-schedule, including PTS days. PTS days require final management approval. Equal daily coverage is to be achieved. The schedule is to be completed in accordance with General Staff publication time frames.
- e. Ability to request incremental PTS after a schedule is posted if available with final management's approval.

#### 10. MOTT CW CLINICAL SPECIALIST SCHEDULING

Unless otherwise stated in this Agreement, the following current scheduling practices utilized by Mott CW Clinical Specialists shall continue in full force and effect:

- a. Employees may flex work hours with management's approval.
- b. Shift hours will vary based on management's approval.  
Sections 11, 12, 13, and shall apply to Respiratory Therapy Department, except if superseded for Clinical Specialists.

#### 11. PRE-APPROVED PTO REQUESTS

- a. Pre-approved vacation requests shall be submitted by the designated deadlines below. Vacation requests shall be 7 or more consecutive days off with the use of PTO.

The provisions for pre-approved vacation requests are as follows:

- b. Requests for vacation during the Winter Vacation Block (Jan - Apr) must be submitted by Sept 30th of the preceding year.
- c. Requests for vacation during the Summer Vacation Block (May - Aug) must be submitted by Jan 31st.
- d. Requests for vacation during the Fall Vacation Block (Sept - Dec) must be submitted by May 31st.
- e. Vacations will be approved based on seniority. Employees shall be notified of approvals or denials within seven (7) calendar days of the end of the request period.
- f. Vacation requests of greater than 2 weeks will require department Director approval.
- g. Vacation approvals for the week of the Christmas holiday will be held until the holiday schedule is processed to determine availability.
- h. Pre-scheduled vacation time will be canceled if PTO is not available.

- i. In extraordinary circumstances, an employee may request a pre-approved vacation in advance of the request periods, the department Director may approve such requests in their reasonable discretion.

## 12. UNSCHEDULED PTO

- a. PTO, if available, will be used for all absences such as personal illness or emergency, sickness in the family, etc. Unscheduled absences, defined as absences requested with less than forty-eight (48) hours' notice (excluding weekends and holidays), should be requested as promptly as possible according to department or unit policy. Unscheduled absences must comply with regular and reasonable attendance standards as provided in the Attendance Policy.

## 13. HOLIDAY SCHEDULING

- a. A rotating Holiday list will be utilized for staffing purposes for December 24<sup>th</sup> and the December 25<sup>th</sup> Holiday.

## PATIENT CARE TECHS, PHLEBOTOMIST, PHLEBOTOMIST SPECIALIST, PATIENT SERVICE ASSOCIATE, INPATIENT UNIT CLERKS, AND UNIT HOSTS

Campus departments or units will continue to follow current scheduling practices. All other departments or Units will continue to follow current scheduling practices in four (4) week increments unless the department, unit or employee is on a fixed schedule.

### 1. SCHEDULE DURATION

Work schedules will be four (4) weeks in duration. The initial schedule including holes in the schedule shall be posted three (3) weeks in advance of the effective date. Full-time and part-time employees shall have 48 hours after the schedule is posted to volunteer for shifts to fill holes in the schedule on a first come first served basis before offering the shifts to temporary or agency employees.

Final Schedules will be posted no later than two (2) weeks in advance of the effective date. In the event of an emergency, management will first utilize the 'Volunteer to Work' list. In such an emergency, if there are no volunteers, the change in schedule will be assigned on a rotating basis beginning with the least senior employee. Any employee whose posted schedule is changed after these conditions have been met will be notified immediately of the change. Previously approved PTO is exempt from all schedule changes unless the employee no longer has PTO hours available. The parties agree that patient care and operational efficiency is our first priority.

### 2. FIXED SCHEDULES

Each department or unit ( may create or eliminate fixed schedules as needed to provide adequate patient care. Fixed schedules run continuously and are excluded from the four (4) week rotation. Employees selected for a fixed schedule must be available to work every other weekend if applicable.

### 3. SCHEDULE REQUESTS

- a. Departments or Units will continue to follow current schedule request practices in four (4) week increments.
- b. Schedule requests for the subsequent scheduling period may be submitted four weeks in advance of the starting date of the next schedule unless otherwise requested.

- c. Requests will be defined as either request to work or request to be off.
- d. Schedule requests will be approved in order of university seniority. If more than one employee requests the same shift, the shift will be granted to the employee with the highest university seniority.

#### 4. WEEKEND SCHEDULES

Weekend work schedules shall be determined by operational needs and shall be assigned by seniority in an equitable manner. An employee will not be scheduled to work more than every other weekend unless that is the employees regular schedule at the time of hire.

If operational needs change requiring services to be provided on the weekend, the union will be notified in advance or as soon as practicable.

#### 5. EXCHANGE OF SHIFTS

With the permission of the employee's supervisor, an employee may exchange scheduled days off within the same work week with another employee in the same job classification and department or Ambulatory Care or Phlebotomy Unit.

#### 6. VOLUNTEER LISTS FOR OPEN SHIFTS

- a. Requests for open shifts must include the desired shift and be made in half or full shift increments for Patient Care Techs, Patient Services Staff, Inpatient Unit Clerks, Unit Hosts, and Phlebotomists. Requests for full shift increments will be given priority.
- b. Prescheduled overtime will be assigned during the scheduling period by seniority.
- c. Unscheduled OA and OT will be assigned on a first come first serve basis after the schedule has been posted. When possible, OA will be scheduled first.
- d. The list will be renewed each scheduling period. Employees desiring to work extra hours shall sign and date the volunteer list.
- e. Qualified bargaining unit employees that have signed the list will be utilized prior to persons outside the bargaining unit, but the employer is entitled to assign any employee for no premium would be paid in lieu of an employee that would receive premium pay.
- f. Employees who have signed the volunteer list will have priority over temporary employees.
- g. Employees who want to remove their names from the volunteer list must do so twenty-four (24) hours in advance of the day on which the employee stated they were available to work.

#### 7. HOLIDAY SCHEDULING AND PRE-APPROVED PTO REQUESTS

During the course of negotiations, the parties discussed the various practices by departments regarding how PTO and holidays are scheduled. At the time of ratification, the parties could not collect the multiple practices to develop one standard approach. To that end, the parties have agreed to continue the existing departmental practices. If either party should desire to change the practice, notification will be given to the other party, and negotiations will occur within 90 days after receipt of notification. Management will only implement a proposed

change at the end of the negotiation if patient care is at risk, otherwise changes will occur upon mutual agreement.

The University shall provide the Union with the current department/unit policies or a description of current practices used for scheduling pre-approved PTO and holiday requests within ninety (90) calendar days after ratification of the Agreement.

#### 8. HOLIDAY SCHEDULING FOR AMBULATORY CARE

A rotating list of employees may be utilized for staffing purposes for December 24<sup>th</sup> (not an observed holiday), and the December 25<sup>th</sup> Holiday. Employees working in Ambulatory Care units that close early on December 24<sup>th</sup> and December 31<sup>st</sup> will be offered the option to work at another location if available or utilize PTO for hours not worked due to early closure. Requests to work must be submitted at least 14 days in advance to allow for the coordination of scheduling.

### ARTICLE 16 - ON-CALL

1. Respiratory Therapist and ECMO Specialist will be compensated \$4.50 hr. while On Call. Where applicable, other classifications covered by this Agreement at the time of ratification will receive \$3.30 hr. for On Call pay.
2. On-call coverage is intended to provide the ability to meet clinical service. On-call shall not be used as a primary staffing tool but rather to address unplanned short-term changes in staffing needs that cannot be addressed by previously scheduled employees. Each department may establish criteria for when on-call staff is needed.
3. Employees assigned on-call hours must be able to be reached by phone to be requested to report to work within ninety (90) minutes of receiving the call during the entire period for which they are assigned on-call coverage. Employees shall be scheduled for no less than four (4), and not more than twelve (12) on-call hours per shift.
4. Employees may voluntarily sign up to be selected for available on-call hours. Selections will be made in order of seniority. If there are remaining on-call hours available, employees will be assigned in order of department, shift, seniority from lowest to highest.
5. No employee will be required to be on call more than two (2) times per schedule period.
6. A maximum of two employees in any one classification, per shift, per day, may be scheduled on-call.
7. The decision to utilize on-call is at the sole discretion of the department and will be determined by staffing needs.
8. Assigned employees are required to be available for the duration of the on-call schedule unless otherwise notified by management that they are no longer on-call.
9. Communication with an employee which does not require restrictions on the employees' distance from the workplace will not be compensated on call pay.
10. Staff called in to work while "on-call" shall receive compensation at their regular rate for time worked, plus overtime and shift premiums, if applicable. On-call pay ceases while the staff member is at work after responding to a call-in. Time spent "on-call" and travel time to and from work shall not be considered as time worked, but "on-call" pay must be included in the calculation of overtime pay for any work week for which an employee receives both "on-call" and overtime premium compensation. Staff are not eligible for "call-back" pay during periods when they are "on-call."
11. Employees who have the responsibility for on-call shifts must remain in a fit for duty for the entire on-call period.

## ARTICLE 17 – OVERTIME

### DEFINITIONS

For the purpose of this Article and the computation of overtime premium, the following definitions shall apply: “Day” means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each workday. A calendar week means seven (7) consecutive calendar days beginning with day shift on Sunday. “Over-Appointment” shall mean time when actual work is required and performed beyond the appointment fraction and is not inclusive of any hours defined and paid as overtime.

#### 1. OVERTIME APPROVAL

Overtime is scheduled as needed and at the discretion of management to ensure patient care. All worked overtime hours must be approved by management in advance.

#### 2. OVERTIME PREMIUM

- a. Employees will be paid overtime compensation at one and one-half (1.5) times the employee's regular rate of pay for hours worked in excess of 40 hours of an employee's weekly schedule.

#### 3. OVERTIME CALCULATIONS

- a. Only hours actually worked will be used to calculate 40-hour threshold in a work week to get to overtime pay.
- b. Overtime premium shall not be pyramided, compounded, or combined with any other premium pay for the same time period.
- c. For the purposes of calculating weekly overtime, paid bereavement leaves and paid union release time as described in Section (A) of Article 8 - Union Release Time shall be considered hours worked.

#### 4. OVERTIME SCHEDULED AND UNSCHEDULED

- a. For scheduled overtime, the parties agree overtime assignments should be filled by volunteers from lowest to highest number of overtime hours worked withing the calendar week, where practicable. Seniority from highest to lowest will be the tie breaker when two or more volunteers have worked an equal number of overtime hours.
- b. If unscheduled overtime becomes available, it shall be awarded to volunteers on a first come first serve basis.
- c. Departments and units will continue to follow current practices as related to mandatory overtime.
- d. Except for in extraordinary circumstances, an employee shall not work in excess of sixteen (16) hours in a twenty-four (24) hour period.
- e. Any employee who feels that overtime has been disproportionately assigned to them may discuss the matter with their supervisor.



- f. Where practicable, employees requesting over appointment hours will be assigned additional hours prior to assigning requested overtime.

## 5. STAFFING INCENTIVE PROGRAM

- a. The university will continue to offer critical staffing incentives pursuant to current policy and procedures.
- b. This subsection 'b' is intended only for the ELS specialist assigned to the blended ECMO unit with nursing staff. If, at such time, the Chief Nursing Officer, Associate Chief Nursing Officer, and Clinical Nursing Director have, after reviewing the functional vacancy rate, patient acuity, and excessive patient volume and have determined that a staffing incentive is needed to encourage staff to accept additional shifts beyond their regular appointment, and approved for the nursing staff, the same terms and conditions as offered to the nursing staff shall be extended to the ELS specialist for that unit.

## ARTICLE 18 - DISCIPLINE

The University will not discharge or take disciplinary action against a non-probationary bargaining unit member without just cause. Where appropriate, such disciplinary action will be corrective and progressive in nature. In cases of serious misconduct, the University may administer accelerated discipline, up to and including discharge.

### 1. SUSPENSION

The University reserves the right to place an employee on suspension pending the outcome of an investigation. When appropriate, the University agrees to make a reasonable effort to return the employee to the workplace prior to the conclusion of the investigation. A suspension is not disciplinary in nature but may or may not be converted to disciplinary action. The University will not extend such suspensions longer than necessary to conduct a thorough investigation and ensure workplace safety.

### 2. INVESTIGATIONS AND DISCIPLINARY LAYOFFS (DLO)

- a. The University will share the status of the investigation upon request and take into consideration any concerns the Union may have. If an investigatory interview is required, the employee will be informed of the purpose of the meeting in advance. If the investigatory interview could result in disciplinary action, the employee will be informed of their right to have a union representative present. Such requests shall not delay the meeting for longer than twenty-four (24) hours or on the next mutual working day. During the investigatory interview, the employee will be afforded the opportunity to submit a statement related to the incident leading to the investigation, which will be retained in their disciplinary file. It is understood that this Article does not prevent management from notifying the employee of the intent to administer discipline or from taking disciplinary action including placing the employee on a Disciplinary Leave of Absence (DLO) before the arrival of a Union representative.

### 3. NOTIFICATION PROCEDURES

- a. At the conclusion of the investigation if applicable, the University will provide written notice to the employee and the Union of any decision to discipline or discharge the employee. Depending on the nature and severity of the violation, the University may discharge or administer disciplinary action to an employee over the telephone, by Zoom, or similar platform, provided the situation is perceived to be a potential threat to workplace safety. All other notifications of disciplinary action will be administered in person if the employee agrees to return to work to meet with the Supervisor. A written copy of the disciplinary action

shall be provided to the employee and the Union. Disciplinary actions in the employee's file will no longer be considered for the purposes of progressive discipline after twenty-four (24) months, provided there were no disciplinary actions for the same or similar offense during the twenty-four (24) month period.

- b. If the University intends to order an employee to leave work for disciplinary reasons, the union representative shall be notified by management and be afforded the opportunity to consult with the employee for a reasonable period of time before the employee leaves the premises. If the immediate removal from the premises is necessary due to a disruption in the workplace or to prevent injury to the employee or others, such opportunity need not be afforded. Under those circumstances, management shall notify the Union of the incident.

#### 4. EXTENT OF DISCIPLINE AND DISCIPLINARY STEPS OF PROGRESSION

- a. The extent of disciplinary action taken depends on the facts of the circumstances available at the time the decision is made. Considerations include the nature of the misconduct, the employee's past record including disciplinary action, if any, taken in the past, and years of service. There is no requirement that an oral or written warning or reprimand, or a disciplinary layoff precede a discharge or that a warning or reprimand precede a disciplinary layoff if the facts and circumstances dictate another approach. The disciplinary steps of progression are as follows:
  - b. **ORAL WARNING OR REPRIMAND:**  
An oral statement of disapproval to the employee by the supervisor or another member of management concerning the employee's misconduct. At the supervisor's discretion, an oral warning or reprimand may be documented in the departmental file if there is concern that it may be misunderstood or denied by the employee at a subsequent date.
  - c. **WRITTEN WARNING OR REPRIMAND:**  
A written statement of disapproval to the employee by the supervisor or another member of management concerning the employee's misconduct.
  - d. **SUSPENSION (except as specifically referenced in Article 27 – Drug Testing):**  
The interruption of active employment with pay pending a decision about the extent of disciplinary action, if any, to be taken. A suspension is not disciplinary in nature but after investigation, a suspension may or may not be converted to disciplinary action.
  - e. **DISCIPLINARY LAYOFF:**  
Time off without pay for misconduct.
  - f. **WRITTEN REPRIMAND in LIEU of DISCIPLINARY LAYOFF:**  
A written warning, which is the equivalent of, and having the same effect as a disciplinary layoff.
  - g. **DISCHARGE:**  
Termination for misconduct. A Disciplinary Review Conference will be held prior to the termination of an employee.
  - h. **APPROVAL FOR DISCIPLINARY LAYOFF, DISCHARGE OR TERMINATION:**  
A Disciplinary Layoff, Written Reprimand in lieu of a Disciplinary Layoff or a Discharge will be reviewed and approved by the appropriate Human Resources Office.

## ARTICLE 19 - ATTENDANCE POLICY

### 1. APPLICATION OF ATTENDANCE POLICY

Effective 90 days after ratification of this Agreement, all Verbal Warning disciplines will be deactivated before transitioning to the new Attendance Policy. They will be reset to no occurrences and managed in accordance with the new attendance policy going forward. Employees who currently have a Written Warning or above will remain at that step in the disciplinary process and transition into the new attendance policy.

### 2. EMERGENCY DEPARTMENT

No Call/No Show incidences incurred in the Emergency Department in the past six (6) months will be converted to tardies prior to transitioning to the new Attendance Policy.

### 3. SCHEDULED TIME OFF (PTS)

PTS is used for paid time off from work which has been requested in advance and approved by the manager/supervisor. Employees are generally required to give at least 48 hours advance notice. Requests must be made in writing (Attachment 1) and are subject to manager/supervisor approval based on staffing levels and service requirements. Approval of time off is not automatic simply because the employee gives 48-hour advance notice. Time off work with less than 48-hour notice may be approved in certain situations at the discretion of the supervisors. Available (accrued) PTO must be used to cover absences from work.

PTS can be revoked if accrued hours are not available at the time of the requested time off. If approved time is revoked and the employee calls in, not reporting to work, disciplinary action will result unless there are mitigating circumstances which will be reviewed and decided at management. It remains the responsibility of each employee to manage their own PTO balance.

### 4. UNSCHEDULED TIME OFF (PTU)

Time off work, which has not been approved in advance, is considered "unscheduled time" (PTU), resulting in an incident. Unscheduled time also includes time away from work, tardiness, leaving early, or any unauthorized absence from the work area (extending scheduled lunch or breaks). Unscheduled time off can only be flexed with supervisor approval, by extending the work day for example.

### 5. INCIDENT

- a. An incident is defined as a tardy over two (2) hours, an unscheduled full day, or consecutive days of absence.
- b. One 3<sup>rd</sup> of an incident is defined as an arrival between the 6 minutes and 2 hours after the start of the shift.

### 6. INCIDENT CALCULATIONS

- a. Employees arriving more than two hours after the start of the shift will be considered tardy, and it will result in one (1) incident.
- b. Employees arriving more than 6 minutes, but less than 2 hours after the start of the shift will be considered tardy, and it will result in 1/3 of an incident.

- c. All incidences will be pro-rated, based on an employee's appointment fraction, if the employee is less than full time.
- d. Time off for approved absences, extended sick leave and FMLA shall not be considered an incident.

7. NO CALL/NO SHOW

The first absence resulting from a no call/no show will result in a First (1<sup>st</sup>) Written Corrective Action and the establishment of a six (6) month review period. The second (2<sup>nd</sup>) absence of no call/no show during the review period will result in a Second Written Corrective Action and the restart of the six (6) month review period. The third (3<sup>rd</sup>) absence of no call/no show during the review period may result in termination. As always, mitigating circumstances will be considered by the supervisor in determining appropriate action. Three consecutive days of no call/no show is considered job abandonment resulting in termination.

8. CORRECTIVE ACTION PROCESS

Coaching, Review of Paid Time Off Guideline: The Supervisor will coach the employee on observed attendance concerns prior to progression to corrective action. The coaching will include a review the attendance guideline to ensure an understanding of the process. When a pattern of unscheduled incidences is established, the below progressive discipline will be followed:

APPOINTMENT FRACTION	# OF INCIDENCES	CORRECTIVE ACTION
.8 – 1.0 (32 – 40 hrs./week)	4	Verbal
.1- .79 (4 - 31 hrs./week)	3	Verbal
.8 – 1.0 (32 – 40 hrs./week)	3	First Written
.1- .79 (4 - 31 hrs./week)	2	First Written
.8 – 1.0 (32 – 40 hrs./week)	2	Second Written
.1- .79 (4 - 31 hrs./week)	1.5	Second Written
.8 – 1.0 (32 – 40 hrs./week)	2	DRC
.1- .79 (4 - 31 hrs./week) hrs./week)	1.5	DRC

- a. **Verbal Warning:** This occurs when an employee incurs four or more incidences within a six-month period. A one-on-one meeting with the employee will take place to review each incident. The Unscheduled Absences Guideline will also be reviewed as a reminder of consequences incurred if the trend continues. A note summarizing the verbal warning will be placed in the departmental personnel file. If the employee's attendance is corrected at the end of the six-month period, the employee is moved out of the corrective action process.
- b. **First Written Corrective Action:** This occurs when an employee incurs three or more additional incidences within six (6) months of verbal corrective action. The manager/supervisor will meet with the employee to review the memo, timelines, and consequences. A "First Corrective Action" memo is given to the employee. The memo clearly states that all future unscheduled absences may result in further disciplinary action up to and including discharge from the University. A copy of the memo will be sent to the employee's file in the Human Resources Department. If the employee's attendance is corrected at the end of the six-month period, the employee is moved back to the Verbal Warning step of the Corrective Action Process.
- c. **Second Written Corrective Action:** This occurs when an employee incurs two or more additional incidences within six (6) months of the first written corrective action. The manager/supervisor and employee will meet to

review the memo and continued pattern of absence. The “Second Corrective Action” memo is given to the employee. The memo clearly states that all future unscheduled absences may result in further disciplinary action up to and including discharge from the University. A copy of the memo will be sent to the employee’s file in the Human Resources Department. If the employee’s attendance is corrected at the end of the six-month period, the employee is moved back to the First Written Corrective Action step of the Corrective Action Process.

- d. **Disciplinary Review Conference (DRC):** This occurs when an employee incurs two additional incidences within-six (6) months of the second written corrective action. Contact Human Resource Consultant to review the circumstances and schedule the Disciplinary Review Conference. The decision in a DRC after the hearing may result in discharge from the University.
- e. **Removal of Incident:** The review period will be reduced from 6 months to 4 months if an employee has no incident for 90 calendar days.
- f. **Right to Representation:** The employee will be given 24-hour notice of any disciplinary meeting and notified that they can bring Union representation, if they desire.

## ARTICLE 20 - GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is a formal verbal or written complaint raised by an employee or a group of employees represented by the Union, regarding the application, interpretation or alleged violation of a specific provision outlined in this Agreement. Should a dispute arise between the University and the Union concerning an alleged violation, the application, or interpretation of this Agreement, an earnest effort will be made to settle such disputes promptly in accordance with the below grievance procedure.

- a. Any resolution reached between the University and the Union under this grievance procedure shall be in alignment with this Agreement, University Policy, and all applicable laws and regulations.
- b. All claims for back wages will be limited to the amount the employee would have earned, less any compensation received for temporary employment obtained after his or her removal from the University payroll, payments from Unemployment Insurance, Social Security Disability, University funded Short-Term Disability Insurance and Long-Term Disability Insurance.
- c. The grievance procedure contained in this Agreement will be the exclusive grievance procedure and remedy for all members of the bargaining unit claiming a violation of this Agreement. Resolutions under this grievance procedure are final and binding.
- d. The release of a Union representative for the grievance process below will be without loss of time or pay.
- e. Upon written request from the Union, the Employer shall provide relevant information which is necessary to properly process the grievance.
- f. The time limits set forth in this Article may be extended only by mutual agreement.

## 1. STEPS OF THE GRIEVANCE PROCEDURE

### **Step 1 - Employee and Supervisor**

The employee shall discuss the event giving rise to the grievance with their immediate supervisor as soon as practicable after learning of or reasonably should have known of the alleged violation of this Agreement. The employee may request a union representative be present. If a satisfactory resolution is not reached within thirty (30) calendar days after meeting with the Supervisor, the Union may appeal the grievance within fourteen (14) calendar days in writing on a standard grievance form to Step 2 of the grievance procedure.

### **Step 2 - Union Representative and Department Director or Designee**

Grievances resulting from a suspension leading to discharge, shall be initiated at this Step in the grievance procedure.

A written grievance shall include the date of alleged violation, name of the grievant, the nature of the grievance the CBA Article including section allegedly violated, the remedy requested and the signature of the employee and applicable union representative.

A meeting will be held within fourteen (14) calendar days after receipt, on a mutually agreed upon date and time to discuss the grievance. The Department Director or designee, HRBP and the union representative, and grievant may attend the Step 2 meeting. A written response will be provided to the union within twenty-one (21) calendar days after the Step 2 meeting (excluding holidays). If the union is not satisfied with the answer received, the Union may appeal the grievance in writing to Step 3 of the grievance procedure on a standard form, within fourteen (14) calendar days after receiving the Step 2 answer.

### **Step 3 – Union Representative, Labor Relation’s Director, or Designee**

Grievances involving disputes originating at the Department Director level, and group grievances originated by the Union may be initiated at Step 3 of the grievance procedure.

For all other grievances, if a satisfactory resolution is not reached under Step 2, the Union may request a Step 3 meeting with the Labor Relations Director or designee. Such appeal and request for a Step 3 meeting shall be submitted in writing within fourteen (14) calendar days from the receipt of the Step 2 answer. The Union’s Staff Representative, applicable Department union representative, and the grievant may attend the Step 3 meeting. The Labor Relations Director may designate members of his staff to represent the University. Any resolution reached at this meeting will be reduced to writing. The Labor Relations Director or their designee will furnish the Union with a decision within thirty (30) calendar days of the Step 3 meeting.

### **Step 4 - Arbitration**

A grievance as defined in this Agreement, and within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union no later than sixty (60) calendar days after the receipt of the University’s Step 3 answer, unless mutually agreed otherwise, or if the Union does not receive a Step 3 answer within thirty (30) calendar days after the answer was due.

The Union will provide written notice of an intent to arbitrate to the Director of Labor Relation or their designee.

The notice will include the following information:

- Grievance number and grievant name
- The nature of the grievance
- The relevant provisions of this Agreement

The names of the arbitrator to be assigned are referenced below:

- a. If no arbitration submission notice is given to the University within the above referenced sixty (60) calendar days, the grievance shall be considered settled.
- b. Upon receipt of the Union's arbitration submission the parties may attempt to resolve the grievance prior to notifying the assigned arbitrator. If the parties are unable to resolve the grievance, the Union will notify the assigned arbitrator and the University's Office of the Vice President and General Counsel with sufficient information to identify the grievance and initiate the scheduling process.
- c. A notice to an arbitrator shall be for a single grievance, unless the parties mutually agree otherwise in writing, and shall be given to an arbitrator on a rotating basis and in sequential order based on the date on the written Step 3 answer. Once an arbitrator is provided notice and the case does not go to hearing for any reason, the assigned arbitrator will go to the bottom of the rotation list just as if they had heard the case.

## 2. SELECTION OF ARBITRATORS

- a. The Union and the University shall agree on a panel of arbitrators. If an appointed arbitrator(s) is unable or unwilling to continue this appointment, the rotating schedule shall be sequentially adjusted in order that all arbitrations are assigned to the remaining arbitrators.

Effective with the execution of this Agreement, the panel of arbitrators shall be as follows: 1. Barry Goldman 2. Paul Glendon 3. Doyle O'Connor 4. Mark Glazer 5. Patrick McDonald

## 3. TERMS AND CONDITIONS OF ARBITRATION

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

- a. Upon receipt of the notice to the arbitrator as set forth in Section A., the parties shall schedule the matter with the arbitrator. To the extent practicable, the time of the hearing shall be as mutually agreed by all parties; however, in the event mutual agreement cannot be reached, the arbitrator shall schedule the hearing.
- b. All other correspondence or communication to or with an arbitrator, by either the Union or the University, unless done by telephone conference call with all parties present or initiated by the arbitrator, shall be in writing with copies of same being sent to the other party.
- c. Adjournments of previously scheduled arbitrations at the request of either the Union or the University shall be only by mutual written agreement, except that the arbitrator may order a new date at the request of either party for good cause and based on reasonable necessity.
- d. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses and introduce evidence, subject to the authority of the arbitrator.

- e. Upon the request of either the University or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator, with the University and the Union having an opportunity to purchase their own copy.
- f. At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs, unless the parties and arbitrator agree to have the matter decided on the testimony and/or oral argument.
- g. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.
- h. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
- i. The fees and expenses of the arbitrator, if any, shall be shared equally by the University and the Union.
- j. An employee who attends an arbitration hearing for the purpose of testifying during assigned working hours shall do so without loss of time or pay.
- k. It is expected that the arbitrator shall render a written decision within thirty (30) calendar days, or otherwise as soon as possible.
- l. The arbitrator's decision when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union and the employee or employees involved.

#### **ARTICLE 21 - NO STRIKE/NO LOCKOUT**

- 1. The Union and its officials, and/or its affiliates agree not to cause, support, encourage or condone any action against or any interference with the operations of the University during the term of this Agreement, nor shall any employee or employees concertedly take part in such an action. Interference with the operations of the University includes, but is not limited to strike, work stoppage, sit downs, slowdowns, curtailment of work or restriction of production at any location on the University premises or restriction to the unlimited right of ingress or egress of university premises.
- 2. In the event of any such action or interference and on notice from the University, the Union, without any delay, but no later than within twenty-four (24) hours of receipt of the University's notice of any such action or interference, shall take affirmative steps to prevent and bring about the termination of such action or interference. Such affirmative steps shall include the disavowal of any such action or interference and the Union immediately shall instruct any and all employees to cease their action and inform employees that their action is a violation of the Agreement subjecting them to potential disciplinary action, including suspension of all benefits under this Agreement and discharge; and to comply with this provision, the Union shall, within twenty-four (24) hours of receipt of the University's notice of any such action or interference, deliver the following notice to the University and all of its bargaining unit members: "To all employees of the University represented by the SEIU-HCMI: "You are advised that the action against and interference with the operations of the University of Michigan which took place (date) is unauthorized by the Union and in violation of the collective bargaining agreement and subjects you to potential disciplinary action, including suspension of all benefits



under the collective bargaining agreement and discharge. You are required to cease this action and interference immediately." An authorized official of the Union shall sign the notice.

3. In the event any employee refuses to cease such action or interference, the University agrees that it will not file or prosecute any action for damages arising out of such action or interference against the Union, its officials or representatives, if the Union, its officials and representatives perform their obligations as set forth in this Article.
4. Nothing herein shall preclude the University from seeking legal or other redress of harm resulting from a violation of this Article from any employee or from taking disciplinary action, including suspension of all benefits under this Agreement and discharge against any Employees taking part in the action or interference.
5. The Employer shall not lock out any employees during the term of this Agreement. This Article shall be binding on both parties during the term of this Agreement, or any extension of the Agreement.

## **ARTICLE 22 – COMMITTEES**

1. The University and the Union recognize that changes in the healthcare delivery system continue to occur, and both parties have a common interest in providing safe, high-quality patient care. The parties recognize that active participation by employees can improve employee satisfaction, and potentially lead to improved patient outcomes.
2. In accordance with Article 23 - Labor Management Committee, the parties acknowledge that adjunct committees to jointly address specific matters of concern may be appropriate. The sanction and establishment of committees shall be done jointly, and with mutual agreement.
3. When the parties agree there is a need to establish a committee for a specific issue, or to replace a bargaining unit member on an existing committee the following shall occur:
  - a. The Union will select a mutually agreed upon number of bargaining unit members to committees that are jointly formed by mutual agreement. Committee members that are no longer able or willing to serve on a committee may be replaced.
  - b. Employees serving on committees pursuant to this Article will be paid and released from their work assignments to attend such meetings when there is adequate coverage, and no negative impact to patient care.
  - c. The cadence of meetings will be by mutual agreement. Scheduling of committee meetings will remain the responsibility of management to ensure outside experts are in attendance and where applicable institutional timelines are met.
4. In providing for representation on committees, the union agrees to utilize a process whereby bargaining unit members who are selected have the appropriate expertise needed to give meaningful input in furtherance of the charge of the committee. If the bargaining unit member has active discipline, the employee's manager may consider discussion with the union about the employee's ability to serve on a committee.
5. Bargaining unit committee representatives may submit a request to their supervisor to serve on time-limited work groups that report back to the committee for which they serve but may not be required to do so. The role of bargaining unit members on committees is to provide professional insight on matters for which they have expertise.

6. It is understood that discussions in committee meetings do not constitute negotiations, and that the parties have no authority to modify the terms and conditions of this Agreement. Matters that are a mandatory subject of bargaining including but not limited to wages, hours, terms, and conditions of employment shall not be topics of discussion in committee meetings. Specific matters related to grievances shall not be discussed in committee meetings.

### **ARTICLE 23 - LABOR MANAGEMENT COMMITTEE**

1. In the interest of sound labor-management relations, the University and Union will meet on agreed-upon dates and times for the purpose of discussing the matters outlined in this Article. All SEIU-HCMI bargaining unit members may submit agenda items to their respective union representative for discussion at LMC meetings. Department leaders may submit agenda items to be discussed at each LMC meeting. Pursuant to this Article, meetings will be held once every other month for the term of this Agreement. Additional ad hoc meetings may be scheduled by mutual agreement by the parties.
2. In advance of Labor Management Committee meetings, and no later than two (2) weeks prior to the date of the meeting; the parties shall exchange agendas including specific discussion topics and a lists of meeting participants. Dependent on the number of agenda items, each meeting may be up to two (2) hours in duration and may be held virtually by mutual agreement. The committee will be comprised of no more than eight (8) representatives from the University and eight (8) representatives from the Union. Additional employees for specific agenda items may attend with mutual agreement.
3. At no time shall there be greater than eight (8) agenda items for a single LMC meeting. All committee members will serve for the term of this Agreement. In the event a representative of the University or the Union is no longer able to serve on the committee, a replacement may be selected to fulfill the remainder of the term.
4. When applicable, the University will provide release time from regularly scheduled work hours for Union members participating in LMC meetings. Release time for regularly scheduled meetings must be requested at least four (4) weeks prior to each meeting. The parties agree to establish a meeting schedule sufficiently in advance to allow for such notice. In the event of an ad hoc meeting where four (4) weeks' notice is not possible, the University will attempt to modify work schedules to support participation in the meeting, provided there is no negative impact or delay to patient care. As it relates to clinical positions, appointments and procedures may not be canceled or bumped due to the number of participant's attending LMC meetings.
5. Employees attending LMC outside of their scheduled work hours, shall not be compensated.
6. The following topics may be discussed at LMC meetings:
  - a. Topics referred to the LMC by another Article of this Agreement.
  - b. Departmental changes that will affect bargaining unit members.
  - c. Compliance to organizational, regulatory, and statutory requirements.
  - d. Group concerns or disputes covered by Articles within this Agreement may be discussed at the LMC if not in the grievance procedure. Active grievances will not be discussed at LMC meetings. Notes from the LMC discussion may be used if a dispute results in a grievance being filed.

- e. Workplace concerns related to processes, procedures, productivity, unit performance, suggestions that improve the ability to provide patient care, and job satisfaction.
  - f. Either party will have the opportunity to share their perspective view and make suggestions on work-related subjects of mutual or individual interest.
  - g. It is understood that discussions in LMC do not constitute negotiations and that the parties have no authority to modify the terms of this Agreement.
  - h. Workload and staffing concerns.
7. A written response to topics discussed at Labor Management Committee meetings, promised by the University or union representatives, shall be submitted to the other party's representative within fourteen (14) working days after any such meeting, unless otherwise mutually agreed upon.
  8. By mutual agreement, the LMC may refer specific issues to other committees or create an ad hoc committee of subject matter experts to address outstanding concerns.

#### **ARTICLE 24 - SPECIAL CONFERENCE**

At the request of either the Union or the University, Special Conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements as to time and place can be made. If needed, Special Conferences may be held outside of an employee's work schedule.

A written request for a Special Conference shall be sent to the Director of Labor Relations or designee.

The union representative, one (1) Union Steward, and no more than two (2) members may attend a Special Conference. Employees attending a Special Conference during their work schedule shall not suffer loss of time or pay when absent from their assigned schedule for the purpose of attending. The department Director, HR and two (2) other members of the management team may be in attendance. Special Conferences shall be 1 hour or less in duration.

It is understood that Special Conferences shall not be for the purpose of continuing collective bargaining negotiations, nor, in any way, to modify, add to or detract from the provisions of this Agreement, nor to change or alter the rights of either the University or the Union under the terms of this Agreement.

#### **ARTICLE 25 - DAILY ACTIVITY REPORT**

In accordance with Joint Commission/CMS participation requirements for Respiratory Care, the responsibility for directing services falls under a qualified physician. The medical director, along with the Executive Committee on Clinical Affairs, holds the authority for making the decisions on scope of services, safety of care and procedural practices. Department management is responsible to this appointed physician and hospital senior leadership for the delivery of physician ordered services.

##### **1. ACTIVITY GUIDELINES**

Work assignments shall be based on patient care needs and other variables including, but not limited to: Vent cases, acuity, professional AARC standards, average census, staff mix, average admission, codes/rapid response team, emergency procedures, patient transports, ABG labs, EKGs, covering for paid time off (replacement factor). Based on the number of ECMO circuits in use, internal and external ECMO transports, physical therapy needs, and ECMO operating room procedures, the ECMO department may utilize a remote monitoring and rounding model in Mott Children's Hospital when demand for ECMO services exceeds traditional labor resources.

## 2. INFORMATION DASHBOARD

An information dashboard updated daily including ventilators, PAP therapy, treatments, heated high flow therapy, RVUs in aggregate and by unit and floor shall be posted in a prominent non-patient care location that is accessible to employees. In addition, assignment of staff resources and on patient acuity and care plan would inform needed changes or reassignment during the shift.

The parties agree that a good faith effort should be utilized to assign workload as equitably as practicable. Workload concerns are an appropriate subject for Labor-Management Committee meetings.

## 3. RAPID RESPONSE TEAM AND CODE TEAM

The Employer shall make every reasonable effort to assign the Rapid Response Team and Code Team responsibilities to the Respiratory Therapists with the appropriate amount of patient assignments in which there is appropriate coverage or back-up for assigned patients if the employee is called to Rapid Response or Code.

## 4. MAJOR CHANGES

A joint meeting with the Union and the University will be held prior to closing, merging, or opening of a new unit affecting a large number of bargaining unit employees.

# ARTICLE 26 - COMMUNICABLE DISEASE VACCINATIONS

## 1. PREVENTION OF THE SPREAD OF COMMUNICABLE DISEASES AND INFLUENZA IMMUNIZATION

Providing exceptional patient care in an environment free of communicable disease is the first priority of the University of Michigan Health System. All bargaining unit employees are required to adhere to the following policies for the protection of patients and staff with a requirement that healthcare workers participate in the influenza immunization program on an annual basis. This approach allows the provision of the safest possible environment for bargaining unit employees, other staff, patients and their families and others, by preventing and reducing exposure to influenza viruses and other communicable disease. The University of Michigan Health System maintains policies for the protection of patient and staff with a requirement that healthcare workers participate in the influenza immunization program on an annual basis.

- a. UMHS Policy #04-06-002, "Infection Control Practice for Hospital Personnel: Prevention of Spread of Communicable Diseases," as may be amended from time to time, shall apply to all SEIU-HCMI represented employees of UM Health and the Dental School. The Employer will provide the Union with 30 days' advance notice of changes to the policy to discuss issues that may need to be addressed.

- b. UMHS Policy #04-06-030, "UMHS Mandatory Influenza Vaccination Policy," as may be amended from time to time, shall apply to all SEIU-HCMI represented Employees of UM Health and Dental School. The Employer will provide the Union with 30 days' advance notice of changes to the policy to discuss issues that may need to be addressed.
- c. All bargaining unit members shall comply with the University's TB screening Program where applicable. This may include annual TB screening.
- d. Bargaining Unit employees are required to present proof of immunity to certain communicable diseases, including Mumps, Measles, Rubella, Pertussis and Varicella. Proof of immunity is defined as medical documentation such as immunization records or equivalent, health department booklet from the state or equivalent, UMHS' EMR (Michigan), medical provider documentation, or documentation of immunity from another employer.
- e. If proof of immunity is not available, a request will be made of the employee to have blood drawn to assess the employee's immunity status. If the employee refuses a blood draw, then vaccine will be provided unless medically contraindicated.
- f. If a blood draw and subsequent titer establishes a non-immunity status to any of the above communicable diseases, the employee will have the option of being provided the vaccination which covers only the communicable disease(s) in which the employee is found to be non-immune by titer.

## 2. INFLUENZA IMMUNIZATION, EXEMPTIONS AND DECLINATION

- a. Each employee covered by this collective bargaining agreement is required, on an annual basis, to either: (1) receive an Influenza immunization; (2) seek and receive approval of an exemption based on religious or medical reasons; or (3) sign a declination for other reasons by December 1. The duration of the flu season will be determined by the Infection Prevention & Epidemiology Department's (IP&E) Hospital Epidemiologist. Those who decline the immunization may change their mind at any time and receive the vaccine at no cost at UMHS while supplies last
- b. communication will be sent out recommending that all employees be vaccinated against influenza viruses. All employees who wish to decline the annual influenza vaccination will be required to complete an evidence-based education program in M-Learning that will acknowledge the risks, if any, in not receiving the influenza vaccination prior to exercising any option to decline the vaccination.
- c. If influenza vaccination rates of eligible employees (excluding medical and religious exemptions, and those on LOA) fall below ninety-five percent (95%), mandatory vaccinations will be instituted and required by all eligible employees working in clinical areas (determined by University Health Services) to the extent necessary to reach the 95% rate under terms discussed by the parties.
- d. If the Joint Commission, the Centers for Medicare and Medicaid Services, or any other county, state, or federal regulatory agency requires increased vaccination rate status, except for those with valid reasons such as religious or contraindication, the parties will meet to discuss methods to become in compliance.
- e. Employees who do not receive an influenza immunization are required to wear masks during the "masks on" period as determined by the IP&E Hospital Epidemiologist in the following areas or circumstances, which include:

- Rooms (patient, procedure, exam, consultation) where patients are permitted to enter or are physically present
- Patient transport
- Elevators
- Corridors/hallways adjacent to patient rooms
- Patient homes where direct care is being provided
- Waiting areas with direct face to face patient contact
- Any location where the employee has face-to-face interaction with patients during the delivery of direct patient care
- Cafeteria/Vending Rooms
- Non-Clinical spaces (any place there is contact with other people)
- Main corridors, main entrances, and lobbies
- Entering and exiting buildings, in parking structures
- Offices, report rooms, conference rooms where patients are not physically present or permitted to enter
- Locker and staff rooms
- Restrooms, lactation rooms
- Anywhere outside where there is not face-to-face interaction with patients during the delivery of patient care.

f. Notwithstanding this list, unvaccinated employees are required to wear masks anywhere they have face-to-face interaction with a patient, and in the delivery of direct patient care. Bargaining unit employees who are noncompliant to the mask provisions of this Article shall be subject to disciplinary procedures outlined in Article 18 Discipline of this Agreement. Employees who are not in compliance with the requirements set forth in this Article by the date declared by the Infection Prevention Epidemiology Department may not be permitted to remain on the premises and may be subject to discipline.

### 3. COVID-19 ISSUES INVOLVING, TESTING, VACCINATIONS, PPE, AND CERTAIN HIGH-RISK EMPLOYEES:

- a. Any and all employees who are known to have experienced a high-risk exposure event will be informed that they should contact Occupational Health Services (OHS) to discuss post-exposure testing. Additionally, COVID positive employees will be asked to identify coworkers whom they may have potentially exposed via a contact-tracing survey. Those identified as at-risk for exposure will be encouraged to contact OHS for appropriate follow-up.
- b. Employees with no symptoms concerning for COVID-19 and no known exposure to COVID-19 will have the ability to be tested, at no expense, through the U-M COVID- 19 Community Sampling and Tracking Program for as long as the program is in effect and subject to the program's conditions and availability of testing.
- c. Subject to Federal and State requirements and guidelines for distribution priority, the Employer will provide the COVID-19 vaccination at no cost to the employees and on a voluntary basis.
- d. The Employer will adhere to MiOSHA standards with respect to the provision of PPE. Employees will be permitted to provide their own hand, eye, face, foot, or body PPE only in the event that the Employer is unable to provide such due to a supply shortage.
- e. The MiOSHA administrative remedies will remain the sole remedy for any allegation that the Employer did not comply with MiOSHA General Industry Safety and Health Standards regarding Personal Protective

Equipment and claims that the Employer failed to comply with this provision shall not be subject to arbitration under this Agreement.

- f. Employees who are documented as being pregnant or immunocompromised will be required to request an ADA accommodation to not be assigned to care for or otherwise enter the rooms of COVID-19 patients or those who are symptomatic or being tested. Alternative work accommodation for such individuals will be explored upon the employee's request.
- g. The parties shall remain committed to working collaboratively, via labor management Committee Meetings and Special Conferences to address additional matters related to topics outlined in this Article.
- h. The parties shall remain committed to working collaboratively, via labor management Committee Meetings and Special Conferences to address additional matters related to topics outlined in this Article.

## **ARTICLE 27 - DRUG TESTING**

As a condition of any job movement, including but not limited to transfer, promotion, or transfer due to reduction in force, from Campus positions to Michigan Medicine positions, SEIU-HCMI represented employees will be subject to, and must pass, the same drug test that is a pre-employment condition for all Michigan Medicine employees.

UMHS Policy 04-06-036, "Drug Free Workplace Policy," shall apply to all SEIU-HCMI represented employees at Michigan Medicine. Any SEIU-SCMI represented employee who is convicted of a criminal drug violation or a driving violation that involves the use of alcohol or drugs must notify his/her supervisor or Human Resources in writing within five (5) calendar days of the conviction. The employee may also self-report to the UMHS Employee Assistance Program.

UHMS Policy 04-06-037, "For Cause Drug Screening," shall apply to all SEIU-HCMI represented employees at Michigan Medicine. In addition to Policy 04-06-037, the following apply:

### **SAFEGUARDS**

No SEIU-HCMI represented employee may be asked to submit to a drug test in the absence of factors that create a reasonable suspicion of impairment and cause for testing and without an opportunity to consult with an SEIU-HCMI representative.

Upon receipt of a report that there may be reasonable suspicion to justify for-cause drug testing, an attempt to notify an SEIU-HCMI representative by phone and/or email and provide an opportunity for the employee to speak with their representative before the test is performed. This can be done by phone or in person at the test site and must occur within 60 minutes of the attempt to notify.

When any SEIU-HCMI represented employee who, under the guidelines of the above-referenced requirements, must submit to drug testing, the following will apply:

- a. During the period of suspension, pending results of the drug test, the employee may access any available PTO accruals to maintain their income.
- b. If the employee is placed on suspension and has no available PTO, and the outcome of the test results are negative, the employee will be reimbursed for all hours scheduled to work during the period of suspension.

- c. If the results of the drug test are 'negative,' any PTO accruals used by the employee during the period of suspension, will be reimbursed to their PTO bank upon the employee's return to work.

#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

SEIU-HCMI supports the use of the Employee Assistance Program to assist in the myriads of challenges embedded in delivering services in a healthcare environment.

The Employee Assistance Program is staffed with capable clinicians who are knowledgeable about the challenges of healthcare and mental health conditions, including substance use disorders which could interfere with providing safe care.

It is estimated that between 8-14% of healthcare employees and professionals have a substance use disorder. In 2001, Robert Wood Johnson declared substance use disorders as the number one health problem in the United States. Substance use disorders, like other chronic illness (ex: hypertension, asthma, and diabetes), respond equally well to treatment.

The employee Assistance Program staff is available to provide a safe, confidential space for employees to come and discuss the possibility that they might be wrestling with a substance use disorder. It is not easy to talk about substance use disorders because they often evoke feelings of shame, blame, or fear for ones future. All staff who seek services from the employee Assistance Program will be treated with compassion and be provided with appropriate resources for evaluation, diagnosis, and treatment; maintenance of confidentiality; and monitoring upon completion of rehabilitation.

Over the years, the Employee Assistance Program has advocated for early intervention, prevention, training, and education on substance use disorders, so lives are not lost, careers are not jeopardized, and safety is not compromised.

#### **SELF REPORTING**

Any SEIU-HCMI represented employee who believes s/he may be impaired is encouraged to self-report to the Employee Assistance Program.

#### **REPORTING BY ANOTHER SOURCE**

Anyone who has a good faith, reasonable suspicion that an employee may be impaired while on duty, has used alcohol or unauthorized drugs while on duty, is in the possession of alcohol or drugs while on duty shall report their suspicion to a Human Resources representative. The report, preferably in writing, must state specific, objective facts and reasonable inferences drawn from such facts in the light of experience that led to the report. More than one Supervisor or Manager should corroborate the observation of suspected impairment.

### **ARTICLE 28 - PERSONNEL RECORDS**

Procedures related to personnel records will be governed by the University of Michigan, Standard Practice Guide (SPG) Number 201.46, Personnel Records - Collection, Retention and Release.

### **ARTICLE 29 - FELONY DISCLOSURE**



The provisions of the University's Standard Practice Guideline (SPG) 601.38, "Required Disclosure of Felony Charges and/or Felony Convictions," as may be amended from time to time, shall apply to all SEIU HCMI bargaining unit members. SPG 601.38 may be referenced online at the following link: <https://spg.umich.edu/policy/601.38>.

The provisions of SPG 601.38 apply independently, and in addition to, any reporting obligations related to criminal matters that are imposed on employees as certified or licensed medical professionals, pursuant to any state or regulatory bodies.

### **ARTICLE 30 - ANNUAL MILITARY LEAVE**

1. Employees shall be granted time off work without loss of their regular compensation or any loss of their fringe benefits in order to participate in Military Reserve or National Guard Training Programs or for service required as a result of civil disorder or other emergency.
2. REGULATIONS AND DEFINITIONS
  - a. The time off from work shall be for not more than fifteen (15) working days in any one calendar year.
  - b. The employee's regular University compensation will be reduced by the amount of base military pay, if any, received for such services. Employees may choose to use accrued vacation time on request to enable them to receive full University pay.
  - c. Compensation received for military travel or subsistence will not be used to reduce regular University compensation.
  - d. Should the release of the employee create a hardship for the department, the supervisor may contact the appropriate Human Resources office for consultation.
  - e. Vacation, sick time accrual shall not be reduced for time spent under the provisions of this policy.
  - f. The employee shall furnish the University with written evidence of service and the amount of base pay the employee was eligible to receive.

### **ARTICLE 31 - JURY AND WITNESS SERVICE**

Employees, including probationary employees, shall be excused from work and will not sustain loss of their regular compensation when called upon for jury duty or to testify at the order of a court or other agency of government or upon request of the University. This policy does not apply to an employee who is a plaintiff or serves as an expert witness.

The employee shall furnish the University a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees the employee was eligible to receive for each day.

Employees called for jury duty or to testify can be absent with pay for the service period as a juror or witness. Employees are expected to utilize any courthouse call-in or online service to be notified, in advance, of whether their presence is needed. If it is not needed the employee is expected to report to work as scheduled, including returning to work to continue their regular work schedule for that day. Except otherwise noted:

Day-Shift employees will be released from work for the day of service. Night-shift employees will be released from work on the scheduled shift before and/or after the day of service to allow for adequate sleep time to safely perform the duties of their position. In all circumstances flexibility and modification of schedules should be considered while the employee is serving in a Jury or witness capacity.

Employees must notify their supervisors as soon as possible of potential or actual jury or witness duty and may be asked to provide relevant daily attendance documentation upon completion. Employees may retain any jury fees and reimbursement. Accrual of vacation or Paid Time Off (PTO) is not affected by time spent on jury or witness service.

**ARTICLE 32 - LEAVES OF ABSENCE**

**1. UNPAID LEAVE OF ABSENCE**

Unpaid leaves of absence are available only for non-probationary employees, with the exception of medical, childcare, medical/childcare and military service leaves, which are available to probationary employees. Upon return to work, the employee will serve the balance of their probationary period. Unless otherwise specifically provided for by this Agreement, seniority will accumulate during a leave of absence and extensions. An employee must use all available sick time pay, vacation, and/or Paid Time Off (PTO) prior to the start of the leave of absence unless otherwise stipulated in this agreement.

**2. BENEFIT COVERAGE AND FMLA USAGE**

A leave of absence may affect the continuation of an employee’s benefit coverage, and an employee’s contributions to maintain benefit coverage. An employee is responsible for 100% of the employee and university contributions of their enrolled benefits while on unpaid leave of absence.

The University will continue its contribution to maintain an employee’s health, dental and vision coverage for the period of time that an employee’s absence is covered by the Family and Medical Leave Act (FMLA). An employee’s absence may be partially or completely covered by the FMLA during the following leaves of absence: medical, childcare, medical/childcare, family care, qualifying exigency, and care of a covered service member. An absence for an FMLA qualifying event will be counted toward an employee’s 12 or 26 weeks of eligibility under the FMLA from the beginning of the employee’s FMLA eligible leave of absence.

The employee’s date of hire as a regular employee is used to designate the 12-month period during which an employee is entitled to be absent from work for up to 12 weeks. The first day of an employee’s absence to care for a service member with a severe injury or illness designates the 12-month period during which the employee is entitled to be absent from work for up to 26 weeks.

All provisions of this Article will be interpreted to be consistent with the FMLA. Where provisions of this Article are more expansive than the FMLA, this Article is controlling.

**3. LEAVES OF ABSENCE**

Leaves of absence may be granted when the employee meets the eligibility and approval requirements, and are as follows:

Discretionary	Non-Discretionary
Personal	Care of a Covered Service member
Educational	Military Service
Union Business Leave	Disability

	Medical
	Childcare
	Medical/Childcare
	Family Care
	Qualifying Exigency

Discretionary- Granted when approved by the employee's department and Human Resources. Non-Discretionary- Granted when the employee meets the eligibility and approval requirements of the leave of absence.

#### 4. MEDICAL LEAVE

##### Eligibility

Employee is medically unable to work due to personal illness or injury. The failure to follow accepted medical practice may result in the denial of an employee's request for a medical leave of absence or an extension of a previously granted medical leave of absence.

Employee must use all available Extended Sick, PTO, and One Time Bank hours prior to the start of the leave of absence, except as provided for below:

When an employee is granted a Medical Leave of absence for a period of six months or less, the employee may retain up to forty hours (40) of accrued PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written request must contain the number of hours of PTO the employee will retain.

##### Approval

Granted when the employee provides medical documentation acceptable to the University. Employees may be approved for up to two calendar years. The length of the initial leave period and any extensions will be based on the supporting medical documentation.

##### Return to Work

The employee will be placed in the same or equivalent position in the employee's department unless circumstances have changed which make it impossible or unreasonable to do so. An employee returning from a medical leave of absence must provide medical documentation acceptable to the University that contains a release to return to work, noting any restrictions. The University may require, a physician or physicians of its choosing examine the employee and provide evidence of ability to return to work that is acceptable to the University before the employee is returned to work.

#### 5. CHILDCARE LEAVE

##### Eligibility

Available for the care of an employee's child following birth, adoption, or foster care placement. A qualifying adoption or foster care placement is one in which the child is under the age of eighteen, or eighteen years of age or older and incapable of self-care due to a physical or mental disability.

##### Use of Paid Time

- a. Employee gave birth (birth mother) must use: Eighty hours of One Time Bank and/or PTO followed by Extended Sick Time until medically able to return to work; and all available PTO except 40 hours prior to the start of the leave of absence.
- b. All other employees following the birth of the employee's child, adoption or foster care placement must exhaust all available PTO prior to the start of the leave of absence, except as provided for in 'a' below:
- c. When an employee is granted a leave of absence for a period of six months or less, the employee is allowed to retain up to forty hours (40) of accrued PTO if the employee submits a written request to their department prior to the beginning of the leave of absence. The written request will contain the number of hours of PTO the employee will retain.

Approval

Granted when the employee provides documentation acceptable to the University.

Return to Work

Employee will be placed in the same or equivalent position in the employee's department unless circumstances have so changed as to make it impossible or unreasonable to do so.

6. MEDICAL/CHILDCARE LEAVE

Eligibility

Intended for an employee that does not have sufficient Extended Sick Time, PTO, and hours to cover the period of time the employee is medically unable to work due to pregnancy/childbirth and the employee wishes to remain off work to care for the child once the employee is medically able to return to work. Note: A medical leave of absence is the appropriate leave of absence for an employee who does not have enough paid time to cover the period of time the employee is medically unable to work due to pregnancy/childbirth and will return to work when medically able.

Use of Paid Time

Employee must use all available Extended Sick Time, PTO, and One Time Bank hours except 40 hours prior to the start of the leave of absence. When an employee is granted, a Medical Childcare leave of absence for a period of six months or less, the employee is allowed to retain up to forty hours (40) of accrued PTO if the employee submits a written request to their department prior to the start of the leave of absence. The written request will contain the number of hours of PTO the employee will retain.

Approval

Granted when the employee provides documentation acceptable to the University. Employees may be approved for up to one calendar year from the child's date of birth.

Return to Work

Employee will be placed in the same or equivalent position in the employee's department unless circumstances have so changed as to make it impossible or unreasonable to do so. "Equivalent position" is defined in Section L of this Article.

7. FAMILY CARE LEAVE

Eligibility

The employee meets the eligibility requirements of the FMLA and is needed to care for a family member with a serious health condition.

Use of Paid Time

The employee chooses the amount of PTO, if any, to be used prior to the start of the leave of absence.

Approval

Granted when the employee provides documentation acceptable to the University and has available FMLA time.

Return to Work

The employee's department must place the employee in the same or equivalent position.

8. QUALIFYING EXIGENCY LEAVE

Eligibility

Employee meets the eligibility requirements of the FMLA, and there is a qualifying exigency that exists because the employee's spouse, child or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. "Qualifying exigency" and "contingency operation" are defined in Section Q of this Article.

Applies to members of the Reserves, National Guard, and retired members of the Regular Armed Forces or Reserves. Does not apply to a member of the Regular Armed Forces.

Use of Paid Time

The employee chooses the amount of PTO to be used prior to the start of the leave of absence.

Approval

Granted when the employee provides documentation acceptable to the University and has available FMLA time.

Return to Work

The employee's department must place the employee in the same or equivalent position. "Equivalent position" is defined Section L of this Article.

9. CARE OF A COVERED SERVICE MEMBERS LEAVE

Eligibility

The employee meets the eligibility requirements of the FMLA and is needed to care for a covered service member with a severe injury or illness incurred on active duty who is a spouse, parent, child or next of kin of the employee as defined in this Agreement.

Use of Paid Time

The employee may choose the amount of PTO if any, to be used prior to the start of the leave of absence. The employee must provide documentation acceptable to the University. The employee may be eligible for a maximum of Twenty-six weeks or the exhaustion of the employee's available time under the FMLA in a 12-month period that begins with the employee's first absence to care for the covered service member.

Return to Work

The employee's department must place the employee in the same or equivalent position. "Equivalent position" is defined in Section L of this Article.

## 10. MILITARY SERVICE LEAVE

### Eligibility

Employee is called to perform duty on a voluntary or involuntary basis in any branch of the Armed Services, regular or reserve, the Army National Guard, or the Air National Guard under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

The employee may choose the amount of PTO, if any, to be used prior to the start of the leave of absence. Approval may be granted when the employee provides documentation acceptable to the University. An employee may be on leave for up to five years. The five-year period is a cumulative total of all absences from employment at the University due to the employee's service in the military. If it appears that an employee has exceeded the five-year total, the appropriate University Human Resources office must be contacted to verify the total length of the employee's military service and determine the department's obligation to place the employee.

### Return to Work

The University's obligation under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) to place employees upon their return from a military service leave of absence is as follows:

- a. If the period of service in the military was 90 days or less, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence.
- b. If the period of service in the military was more than 90 days, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence or a similar position. To be considered similar, the position must have equivalent status and pay.

The employee's department is responsible for the placement of an employee returning from a military service leave of absence.

## 11. EDUCATIONAL LEAVE

### Eligibility

Employee is enrolled in a full-time, accredited educational program. The employee must use all available PTO prior to the start of the leave of absence. The employee must provide evidence acceptable to the University of full-time enrollment in an accredited educational program. Approved for periods of a maximum of one calendar year in length, up to a maximum total duration of four calendar years or the employee's seniority, whichever period of time is the lesser. Upon return to work from an educational leave of absence, an employee is not eligible for another educational leave of absence until the employee has worked for at least 12 calendar months.

### Return to Work

Employee will be placed in an open position in their former pay grade if written request is submitted to the department at least thirty (30) days before the leave of absence is scheduled to end.

### Miscellaneous

An employee on an educational leave of absence is not eligible for benefits under the Disability Plan.

Seniority will not accrue during an educational leave of absence.

## 12. DISABILITY

Subject to, and consistent with the University Disability Plan, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period. An employee on an educational leave of absence is not eligible for benefits under the Disability Plan. Seniority will not accrue during an educational leave of absence.

## 13. PERSONAL LEAVE

### Eligibility

An employee requests a leave of absence that does not meet the eligibility requirements of a non-discretionary leave of absence. Note: A personal leave of absence cannot be used to provide continued University employment for an employee who has accepted employment outside the University. Employee must use all available PTO hours prior to the start of the leave of absence. The leave may be approved for one calendar year.

### Return to Work

The employee's department must place the employee in the same or equivalent position. "Equivalent position" is defined Section L of this Article.

## 14. REGULATIONS AND DEFINITIONS

### a. OUTSIDE EMPLOYMENT

Employment outside the University while on a leave of absence is cause for termination of university employment unless the appropriate University Human Resource office approves the employment in advance, or the employment is for military or Union service.

### b. EQUIVALENT POSITION

To be considered equivalent, the position must have:

- An equivalent level of compensation, including any unconditional pay increases that occurred during the employee's absence.
- Substantially similar duties, working conditions, responsibilities, privileges, and status.
- The same or geographically equivalent work site (i.e., no significant increase in commute).
- The same or equivalent shift or work schedule; and
- The same or equivalent opportunity for discretionary and non-discretionary payments.

### c. FAMILY MEMBER

- Spouse or another qualified adult
- Child, sibling, parent, grandchild or grandparent of the employee, the employee's spouse, or other qualified adult.
- Other related individual whose care is the responsibility of the employee, the employee's spouse, or other qualified adult.

### d. SERIOUS HEALTH CONDITION

An illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential medical care facility, or
- Continuing treatment by a health care provider that includes one or more of the following:

- A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or related period of incapacity relating to the same condition.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment due to a chronic serious health condition.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or any period of absence due to multiple treatments (including any period of recovery from the treatments) for restorative surgery after an accident or other injury, or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

e. QUALIFYING EXIGENCY

- Short-notice deployment: Issues that arise from the fact that a covered military member is called to active duty with notice of seven calendar days or less prior to deployment. Absence can be for a period of seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.
- Military events and related activities: To attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active-duty status, or to attend family support or assistance programs and informational briefings related to the call to active duty or call to active status.
- Childcare and school activities: To arrange for alternative childcare for a child, to provide childcare on an emergency basis, to enroll a child in school or to attend school meetings for the child where the absence is necessitated by the active duty or call to active duty.
- Financial and legal arrangements: To make financial or legal arrangements to address the military member's absence for military duty or to act as the military member's representative for purposes of obtaining military service benefits. Absences can be taken to obtain military service benefits while the military member is away on active duty or within ninety days of termination of active duty.
- Counseling: To attend counseling provided by someone other than a health care provider for the employee, military member, or a child of the military member, provided the need for counseling arises from the active duty or call to active-duty status.
- Rest and recuperation: To spend time with a military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Absence is limited to five days for each military rest and recuperation visit.
- Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety days following the termination of the active-duty status. To address issues that arise from the death of a military member while on active-duty status.
- Additional activities: To address other events that arise out of the military member's active duty or call to active-duty status provided the employer and employee agree that the absence will qualify as an exigency and agree to both the timing and duration of the absence.

15. CONTINGENCY OPERATION

A military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force or results in the call or order to, or retention on active duty of members of the Armed Forces during a war or national emergency declared by the President or Congress.

16. COVERED SERVICEMEMBER



A member of the United States Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list for a severe injury or illness.

#### 17. SERIOUS ILLNESS OR INJURY (CARE OF A COVERED SERVICEMEMBER)

An injury or illness incurred by a covered service member in the line of duty while on active duty in the United States Armed Forces that causes the service member to be medically unfit to perform the duties of the service member's office, grade, rank, or rating. Active duty: Military duty under a call or order to active duty.

#### 18. NEXT OF KIN (CARE OF A COVERED SERVICEMEMBER)

The next of kin of a covered service member is the nearest blood relative, other than the service member's spouse, parent, or child in the following order of priority:

- a. Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions
- b. Siblings
- c. Grandparents
- d. Aunts and Uncles
- e. First cousins

The service member may specifically designate another blood relative as their nearest blood relative. In this circumstance, only the designated next of kin may care for the covered service member under the FMLA.

#### 19. EXCUSED TIME – WITHOUT PAY

An employee may not use excused time – without pay for more than 14 consecutive calendar days. During a leave of absence, an employee will not accrue PTO nor be eligible for any payments for time off work provided by this Agreement.

#### 20. EXTENDING A LEAVE OF ABSENCE

Employees are eligible for an extension of a leave of absence in accordance with the regulations provided under the specific type of leave. An employee's request for an extension must be submitted to the appropriate Human Resources office at least two weeks before the leave of absence expires.

#### 21. RETURN BEFORE THE EXPIRATION OF A LEAVE OF ABSENCE

An employee's return to work before the expiration of a leave of absence is at the discretion of the University.

#### 22. FAILING TO RETURN FROM A LEAVE OF ABSENCE

Failure to report for work at the conclusion of a leave of absence without requesting and receiving an extension of the leave is cause for termination of the employee's University employment.

If an employee does not return to work from a leave of absence, the last day worked shall be considered the date of termination for the purposes of determining eligibility for retirement or for Disability Plan benefits.

#### 23. FALSE PRETENSE

Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained will be subject to immediate discharge.

#### 24. PAID MATERNITY (CHILDBIRTH) AND PARENTAL LEAVES

Paid Maternity (Childbirth) and Parental Leave shall apply in accordance with SPG 201.30-6. Maternity leave is available for births that occur on or after ratification of the agreement.

- a. A special one-time eligibility period for the paid parental leave will apply for new parents who added children to their families within 90 days prior to ratification of the agreement.
- b. Eligible employees who welcome a new child after ratification of the agreement may request up to six weeks of Parental leave to use within one year of the date of the child's addition to the family.
- c. A material change to SPG 201.30-6 shall be subject to negotiations.

## 25. POLICY

To support the University of Michigan's commitment to staff as they balance family, professional and academic responsibilities, the university is committed to providing paid time off for birth mothers and other parents that supports both the physical recovery associated with birth and provides bonding time with children new to the family. For that purpose, the university provides paid maternity (childbirth) leave and paid parental leave.

## 26. PAID MATERNITY (CHILDBIRTH) AND PARENTAL LEAVES MATERNITY (CHILDBIRTH) LEAVE

Birth mothers are eligible for up to six weeks (240 hours with a full-time appointment) of paid time off for physical recovery immediately following birth.

1. Eligibility: Effective upon hire
2. Scheduling: This time must be taken as a single block of time.
3. Availability: Immediately following childbirth

## 27. PARENTAL LEAVE – ALL PARENTS

All parents including birth mothers who take maternity (childbirth) leave, are eligible for up to six weeks (240 hours with a full-time appointment) of paid time off to bond with a newborn, newly adopted or newly fostered child, or child for whom legal guardianship has been appointed.

- a. Eligibility for parental leave is effective six months from hire with at least a 50% appointment.
- b. Scheduling: Parental leave is intended to be taken as a single, continuous block of time. Units must allow a single block of time if requested, and scheduling the time is at the discretion of the department. Parental leave not taken in a single block may be requested but requires departmental approval. Units may establish scheduling guidelines for intermittent use of this time so as not to interfere with the operations of the unit.
- c. Availability: Parental leave is available for use within one year of the event.

## 28. UNION BUSINESS LEAVE

Upon written request, a non-probationary bargaining unit employee, may be granted a leave of absence without pay, not to exceed six (6) months. Written notice requesting a Union Business Leave shall be remitted

to the University no later than thirty (30) calendar days prior to the effective start date of the leave. No more than two (2) Employees shall be granted Union Business Leave at any given time. Employees will remain eligible for benefits while on leave. An employee is responsible for 100% of the employee and university contributions of their enrolled benefits while on unpaid leave of absence. The date of implementation for Union Business Leave is contingent to the completion system programming.

### **ARTICLE 33 - FUNERAL LEAVE (BEREAVEMENT)**

1. In the case of death in the employee's immediate family. The University will provide up to three (3) days paid time off, a maximum of 36 hours as defined by the employee's work schedule, for the employee to attend the funeral or memorial service and to make necessary arrangements.
2. If additional time is needed, Paid Time Off or excused time without pay may be used with managements approval.
3. Proof or other documentation of the death shall generally not be required; however, the Employer has the discretion to request documentation on an individual employee basis to ensure compliance with the terms of this Article.
4. Pay for Funeral (Bereavement) Leave is at the employee's regular rate plus shift premium if applicable and may not exceed the employee's scheduled non-overtime hours of work for those days.
5. An employee may utilize one (1) Funeral (Bereavement) Leave day (the equivalent of one shift) one time per fiscal year for the death of a close friend or relative not otherwise covered by this agreement.
6. When death of an immediate family member occurs while an employee is on scheduled Paid Time Off (PTO), the Employee's PTO will be converted to Funeral (Bereavement) Leave for the period for which the employee would have otherwise qualified.
7. The immediate family consists of an employee's spouse or other qualified adult as defined by university policy; the son, daughter, parent (including stepparent), grandparent, grandchild, brother, sister (or the spouse of any of them), of either the employee, the employee's spouse, the other qualified adult, or any other related person living in the employee's household.
8. Unscheduled PTO may be granted in the event of the death of an individual not meeting the above definition but with whom the employee has a meaningful relationship. If PTO is granted for this reason, the employee will not be charged an incident.

### **ARTICLE 34 - PAID TIME OFF (PTO)**

#### **GENERAL PROVISIONS**

The intent of the PTO program is to provide eligible Employees with flexibility in scheduling time away from work, provide an incentive to reduce unscheduled Employee absences, and maintain the organization's competitive position in the marketplace while continuing to be the place Employees prefer to work.

1. PTO Accrual Rates effective upon ratification of this Agreement through November 3, 2027:

Hired before July 1, 2015

Years of Service	Rate of accrual for each month based on 40 hours	Hours	Maximum
0 – 4.9 years	13.334 hours	160 hours	240 hours
5 – 9.9 years	17.334 hour	208 hours	312 hours
10 years and above	21.334 hours	256 hours	384 hours

Hired after July 1, 2015

Years of Service	Rate of accrual for each month based on 40 hours	Hours	Maximum
0 – 4.9 years	12.667 hours	152 hours	228 hours
5 – 9.9 years	16.667 hour	200 hours	300 hours
10 years and above	20 hours	240 hours	360 hours

The monthly PTO accrual is effective and available for use on the first day of the month for which it is accrued, except when a status change occurs during the accrual month.

2. PTO ACCRUAL

During any calendar month in which a full time Employee starts or ends employment, completes 5 or 10 years, or starts or returns from any leave of absence, the Employee will accrue PTO hours depending on the day of the calendar month on which the event occurs:

Day of Calendar Month	Start of Employment, Completion of 5 or 10 Years, or Return from Leave of Absence	End of Employment or Start Date of Leave of Absence
1 through 10	100%	None
11 through 20	50%	50%
21 through end	None	100%

- a. Eligible Employees do not accrue PTO during a leave of absence without pay or while using the extended sick time plan or the maternity leave plan. For purposes of accruing PTO, unpaid leaves, extended sick and maternity leave usage are counted toward the total when determining if an accrual reduction is required.
- b. During any calendar month in which an eligible staff member is absent without pay, uses extended sick or maternity leave pay for 120 hours or more pro-rated by FTE, the full monthly PTO accrual will be deducted at the end of the month for which it is accrued.
- c. During any calendar month in which the eligible staff member is absent without pay, uses extended sick or maternity leave pay for less than 120 hours prorated by FTE but more than 56 hours pro-rated by FTE, half the monthly PTO accrual will be deducted at the end of the month for which it is accrued.

- d. Leaves of absence shall be counted as service time for the purpose of determining the appropriate rate of PTO accrual.
- e. Time worked above a 40-hour full-time appointment will not be counted when calculating PTO accrual or determining the appropriate rate of PTO accrual.
- f. Maximum PTO accrual shall not exceed 1-1/2 times the annual PTO accrual at any one time. No PTO may be earned above the maximum. In any circumstances resulting in a reduction in appointment fraction, any PTO accrual over the maximum for the Employee's new appointment will be paid out to the Employee.
- g. Part time staff accrual of PTO is prorated based on the percentage of the Employee's appointment. Employees with less than a 50% total appointment(s) are not eligible for the PTO Program.

### 3. USE OF PTO – SCHEDULED

- a. PTO will be used for all scheduled vacations, planned personal absences, doctor appointments, etc. At the Employee's option, the use of PTO for absences covered by a third party, such as automobile insurance coverage, may be waived.
- b. State of Michigan Paid Medical Leave Act of 2018 (PMLA) - Employees who work an average of 25 hours per week or more in the preceding calendar year and who do not otherwise have access to 40 hours of paid time off annually will be eligible for paid sick time under the state of Michigan's Paid Medical Leave Act of 2018 (PMLA). Eligible employees may include temporary staff and part-time, non-exempt regular staff who are not covered by a collective bargaining agreement. The maximum amount of paid sick time per year will be 40 hours, pro-rated by date of hire. Eligible staff will retain access to their bank during the calendar year, unless they move to another department that provides sufficient paid time off under the PMLA. Following the initial implementation, eligible staff will gain access to their full bank of time as of their date of hire. Thereafter, eligibility will be re-assessed every January 1 or with each new qualifying appointment within the calendar year. Eligible staff will retain access to their bank during the calendar year, unless they move to another appointment that provides sufficient paid time off under the PMLA.

### 4. PTO AND WORKERS' COMPENSATION DESIGNATION OF TIME AND COORDINATION OF BENEFITS

- a. The following provisions will apply in the event that an Employee sustains an accepted work-related injury necessitating time away from work:
  - b. No wage loss benefits shall be paid for an injury or occupational illness that does not cause disability resulting in wage loss for a period of at least seven (7) consecutive calendar days:
  - c. The first five days of absence following the day of injury will be covered by time from the Employee's PTO bank or One Time Bank. (PTO time has been identified in the PTO policy as time to be used for both incidental illness and longer-term absence due to illness or injury prior to beginning extended sick time.) For an Employee who has less than five days in his/her PTO or One Time Bank, the Employee will begin to receive benefits from Workers' Compensation as provided for in the Workers' Compensation Act. The day of injury will be paid as work time regardless of the hours actually worked.

- d. Following five days of absence, Employees with one or more years of service will begin receiving extended sick time full pay. This will continue for up to 10 weeks (400 hours). The payment of Workers' Compensation benefits will be coordinated with extended sick time benefits as provided for in the Workers' Compensation Act.
- e. Following this 10 week (400 hours) of absence, Employees will begin receiving 2/3 pay extended sick time. This will continue for up to 16.4 weeks (656 hours). The payment of Workers' Compensation benefits will be coordinated with extended sick time pay during this period as provided for in the Workers' Compensation Act.
- f. Following this 16.4 week (656 hours) of absence, Employees will begin receiving half pay extended sick time. This will continue for up to 26.4 weeks (1,056 hours). The payment of Worker's Compensation benefits will be coordinated with sick time benefits as provided for in the Worker's Compensation Act.
- g. An Employee who remains unable to work after exhausting half pay extended sick time (and any remaining One Time Bank hours) will begin a leave of absence. Workers' Compensation benefits will be paid at 80% of the average weekly wage as provided for in the Workers' Compensation Act.
- h. Non-Probationary Employees with less than one year of service will begin a leave of absence and receive Workers' Compensation benefits after the initial five days of absence if the absence has been determined to be compensable under the Workers' Compensation Act.
- i. An Employee who begins a medical leave of absence as described in 5 and 6 above will have any remaining PTO time retained in his/her bank.
- j. PTO may be used to supplement Workers' Compensation payments up to the Employee's base salary. The first day of a work-related injury is considered work time, regardless of the number of hours actually worked.

## 5. PTO SELL BACK PLAN

- a. Sell Back Plan - The annual PTO sell back plan allows Employees, except those in their probationary period, to request pay out for PTO accruals once per year. It is designed to allow Employees to have greater flexibility in their time off/ cash compensation configuration.
- b. The sell back plan standards are as follows:  
Employees may request a payout of up to five days (40 hours) of their PTO accruals, providing that at least five days (40 hours), pro-rated by FTE, remain in their PTO bank balance at the time of pay out. There are two payout dates available each year to choose either January or May.
- c. The accrual hours paid will be deducted from the Employee's bank balance at the time of pay out.
- d. PTO accruals will be paid to participating Employees at their base pay rate in effect at the time the payout occurs in January or May. An employee's status on the 1st of the month the payout occurs determines their eligibility to receive the PTO accruals. Employees must also be on the PTO plan at the time of pay out to be eligible.

e. Process for Selling Back Unused PTO Time:

1. Employees must give written notification to their supervisors requesting payment for unearned PTO accrual by January 15th or May 15th depending on which pay out date they choose. Employees must complete their probationary period by January 1st or May 1st dependent upon payout month selected. Payments for PTO accruals will be made in the last paycheck of the month it was requested. Since each Employee requesting a PTO accrual payout is required to retain at least five days (40 hours), pro-rated by FTE, in his/her PTO bank at the time of payout, requests will be honored only to this minimum. For example, an Employee who requests payout for five days of their PTO accruals but then, unexpectedly, uses up all but eight days of his/her PTO prior to the payout would only be paid three days of advanced PTO accruals.
2. Employees may also choose to retain a higher minimum PTO bank, which should be specified on the annual PTO accrual payout request form they submit. For example, an Employee who requests payout of five days of PTO accruals wants to retain a minimum of ten PTO days who then, unexpectedly, uses all but 12 days of his/her PTO prior to the payout would only receive payout for two days of their PTO accruals.
3. Employees must notify their supervisor or timekeeper (as specified by their department) in writing that they wish to request a payout of their PTO accruals by no later than the 15th of the month they are choosing for payout; either January or May, and no earlier than the 1st of that month utilizing the payout form designated by the University.

- f. Once Employees have submitted their written request it may not be rescinded. Payment for PTO accruals will be made in their last paycheck received in the month chosen for payout; either January or May, as long as they are still on the PTO plan and otherwise eligible.

6. ONE TIME BANK

- a. Upon the start-up of the PTO program, Employees were credited with all accrued short term sick hours up to the permitted maximum accrual of 80 hours (AKA One-Time Bank (OTB), or if a part time employee, the appropriate proportionate number of maximum accrued hours. Forty (40) hours are available to use in the standard PTO program to assist with the transition and accrual schedule. The remaining 40 hours are available for employees to use to satisfy the qualifying period for extended sick time and for use, if necessary, immediately upon the exhaustion of the Employee's extended sick time. Employees were also credited with 100% of their accruals for vacation.

7. PTO AND TERMINATION

- a. Unused PTO will be paid to Employees upon termination of employment only when they have at least two years of service in a regular position, upon reduction in force, upon start of a military leave of absence (at Employee's option), and other leaves of absence as specified in Articles and , Leaves of Absence

8. PTO FOR CAMPUS EMPLOYEES

- a. Between the days observed as the Christmas Day and New Year's Day holidays, there shall be four (4) Season Days for bargaining unit Ann Arbor campus employees. An employee who works on a Season Day will be paid for the time worked at the employee's hourly rate and shift premium, if applicable.

- b. For each Season Day the employee works, an equivalent amount of time, not to exceed a total of thirty-two (32) hours for the season shall be added to the employee's PTO accrual. PTO usage shall be subject to the provisions of Article 34 - PTO of this Agreement.
- c. Each Season Day shall be eight (8) hours and utilized within the consecutive thirty-two (32) hour period between the Christmas and New Year Holiday starting with the employee's start time on the calendar day on which the Season Day is designated.

## **ARTICLE 35 - EXTENDED SICK TIME**

### **EXTENDED SICK TIME PAY**

Extended sick time pay provides wage protection for employees who are unable to work for an extended period of time due to a serious disabling illness or injury. All regular employees with one (1) or more years of continuous service are eligible for extended sick time pay up to a maximum of 400 hours of full pay, 656 hours at 2/3 pay, and 1,056 hours at half pay. Extended sick time pay starts with the sixth (6th) workday of qualifying illness or injury and is available only when all of the following conditions are met:

#### **1. ELIGIBILITY FOR EXTENDED SICK TIME**

- a. The employee is absent due to a serious disabling illness or injury in excess of eighty (80) hours of PTO (paid or unpaid), known as the 80 hours 'qualifying period'.
- b. The employee member has worked for the University in a Regular appointment for one or more years and has at least a 50% appointment on day one of the qualifying period.
- c. Acceptable supporting documentation from a physician has been received and approved by Work Connections.

#### **2. BRIDGE TO EXTENDED SICK TIME PAY**

There will be bridging of five (5) days, 40 hours, or hours equivalent to the employee's appointment fraction when the employee is required to use their PTO or no pay before accessing Extended Sick Time pay. Employees may also use Maternity Leave, Holiday pay or unpaid time if applicable, to satisfy the five-day bridge. Employees are to satisfy the bridge to Extended Sick Time pay use only once per calendar year. If an employee is using Extended Sick Time pay during a period that crosses into a new calendar year, they will only be required to bridge in the new year if they have a successful return to work follow by another qualified use of their Extended Sick Time pay in the new calendar year. Extended Sick time pay starts at the end of the bridging period.

In special circumstances, such as conditions related to pregnancy or where the employee's physician has attested that the employee will have ongoing, noncontiguous absences due to treatment for single serious illness or injury, the University may approve the use of Extended Sick Time pay for such noncontiguous absences following the use of five (5) PTO days, One Time Bank (if available), maternity leave, holiday or unpaid time.

#### **3. FMLA AND EXTENDED SICK LEAVE**



Time paid under Extended Sick Time will be counted toward the twelve (12) weeks of eligibility under the Family and Medical leave Act (FMLA). Supervisors must notify employees of FMLA usage. The 'look back' period to recognize these circumstances will be a maximum of six (6) months.

#### 4. USAGE OF INTERMEDIATE EXTENDED SICK

An employee that returns to work after a single, serious disabling illness or injury that results in an absence of greater than 80 hours, and is performing the essential functions of their classification, is eligible to use intermittent sick time for follow-up care/treatments.

#### 5. FOLLOW UP CARE TREATMENT ELIGIBILITY REQUIREMENTS

- a. Must be prescribed by a medical or mental health care professional, and
- b. Must be directly related to the condition that caused the absence, and
- c. Must be substantiated by sufficient medical documentation, acceptable to the University after each follow-up appointment.

#### 6. RENEWAL

After the initial one year wait period, extended sick time renews every two years. Extended sick time is renewed for bi-weekly employees at the beginning of the pay period that includes the first of the month noted above. If an employee exhausts their extended sick time balance, the extended sick time balance will not renew until their next scheduled renewal date and after they return to work for 30 calendar days without extended sick time usage. The employee must return to a position with the same appointment fraction as they were in prior to the start of their absence for extended sick. Employees must have met the extended sick time eligibility requirements of (1 year of service, 50% or greater FTE) at the start (day 1) of the eighty (80) hour qualifying period to be eligible for extended sick time.

#### 7. PTO TO SUPPLEMENT EXTENDED SICK AND FMLA USAGE

PTO may be used to supplement extended sick time 2/3 pay and half pay or Workers' Compensation payments, up to the employee's base salary. The first day of a work-related injury is considered work time, regardless of the number of hours actually worked.

#### 8. RETURN TO WORK

An employee who is off work in accordance with the provisions of this Article shall be returned to active employment by the University to their former position, or an equivalent position. The returning employee will provide as much advance notice of return as possible, including a release from the employee's physician where applicable or required by the University.

If the employee is released to return to work, but at fewer hours than the appointment fraction because of temporary medical restrictions, the employee shall be paid for actual time worked and shall be eligible to continue to receive Extended Sick Time income for the balance of their appointment hours. In this regard, a physician's verification of restrictions shall be required. In addition, a release from the employee's physician

shall be required before an employee can return to their previous appointment hours. Should an employee, who returns to active employment pursuant to this Section, not return to the employee's former department, that employee shall be given priority consideration for regular job openings which become available in the employee's former department provided the employee requests such consideration by notifying the former department in writing when returning to active employment.

## ARTICLE 36 - HOLIDAYS

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

- New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Christmas Day
1. Providing sufficient other employees capable of doing the work required are available, an employee may substitute up to three (3) days of their choice that are of greater personal significance than the designated Holidays for any three (3) of the designated Holidays within the calendar year in which the designated Holidays fall. A written request for such substitutions must be given to the employee's immediate supervisor on or before July 1 of each fiscal year.
  2. The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed. Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay or current practice, whichever is greater, at their hourly rate plus shift or special schedule premium if applicable, for the holiday, provided the employee meets the following eligibility requirement:
    - a. The employee works their last scheduled workday prior to and their first scheduled work day following the holiday, unless their failure to work on either or both such days is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for them to meet their employment obligation or (3) the employee is on an approved vacation. An employee who is late, but finishes their schedule of work, meets the eligibility requirement.
  3. Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section 2. shall receive pay for the holiday determined by multiplying their hourly rate plus, shift premium, if applicable, times their normal schedule of hours per calendar week divided by five. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

4. An employee who works on the holiday will be paid holiday pay based on current practice plus one and one-half times their hourly rate and shift premium for time worked, if applicable. An employee who works on the Christmas day will receive two times their regular hourly rate of pay, including shift premium, if applicable, plus holiday pay per current practice.
5. If an employee is regularly scheduled to work on Christmas Day, New Year's Day or Independence Day that falls on a Saturday or Sunday, and the employee is regularly scheduled off on the Friday or Monday of the observed holiday, then such an employee will be eligible to receive holiday pay based on the Saturday or Sunday that the holiday occurred only.
6. An employee who fails to work on a holiday on which they are scheduled to work shall not receive holiday pay as provided in Section 2. unless their failure to work is excused because of (1) personal illness or injury as provided in Article 25, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet their employment obligation.

When an employee is scheduled to work on a holiday, they will be given at least seven (7) calendar days' notice unless circumstances do not permit advance notice.

7. If the University signs an agreement with another union to observe Martin Luther King Day or Juneteenth as a Holiday, the parties shall meet to discuss whether to retain the floating holiday in Section 8 below or convert it to the named holiday agreed upon in the other union agreement(s).
8. Effective January 1, 2025, employees shall receive one (1) floating holiday each calendar year allowing bargaining unit members to designate one (1) day per calendar year as a personal holiday with prior approval from department leadership. Such approval shall not be unreasonably denied.

## ARTICLE 37 - WAGES

### WAGE STEP SCALE

1. Effective 90 days after ratification, employees will be assigned to a step on the wage scale in accordance with the following:
  - a. Non-licensed employees: Will be assigned to a step on the wage scale according to their University of Michigan seniority and/or comparable experience.
  - b. Licensed employees: Will be assigned to a step on the wage scale according to the applicable licensure issuance date per the Michigan Department of Licensing and Regulatory Affairs (LARA) and their verifiable registration date by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements.
  - c. Bargaining unit employees and new hires will be assigned to a step rounded to the nearest whole number to account for a full year. Example: 8.3 years of University of Michigan seniority and/or experience, if applicable, would be rounded down to 8.0 full years. Bargaining unit employees or new hires with 8.6 years of experience will be rounded up to 9.0 full years.
  - d. There are no salary caps in year one of this agreement.

- e. Bargaining unit employees for in-series bargaining unit promotions, will be assigned to the same step in the higher salary grade. Their University of Michigan seniority (for non-licensed), licensure or verified registration by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements will determine the step placement assignment.
- f. Bargaining unit employees promoted to a higher pay grade that are not in series will be assigned to a step that is based on their comparable experience (non-licensed), licensure and verified registration (licensed employees) by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements.
- g. Employees at or above 25 years of University of Michigan seniority and/or comparable experience or applicable licensure issuance date per the Michigan Department of Licensing and Regulatory Affairs (LARA) and their verifiable registration date by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements will be assigned to step 25 (the maximum step of the wage scale).
- h. Under no circumstances will an employee's base salary be decreased as a result of an assignment to a step on the new wage scale.
- i. The employee's annual base salary will be pro-rated based on appointment fraction.
- j. Non-licensed employees hired or entering into the bargaining unit after the effective date of this agreement will have their step assignment determined by documented comparable experience only and will not receive a salary more than an incumbent employee with the same or more comparable experience.

## WAGE INCREASES

### YEAR 1

Effective 90 days after the ratification of this agreement, all bargaining unit employees will have a rate of pay established retroactive to the first full pay period beginning on or immediately after October 1, 2024, as follows:

1. Non-licensed employees: Will be assigned to a step on the wage scale according to their University of Michigan seniority and/or comparable experience. If the assigned step does not result in at least a 5.0% pay increase, the employee's pay will be adjusted to the pay rate of the step that ensures the minimum increase, however their step level will remain commensurate with their University of Michigan seniority and/or comparable experience.
2. Licensed employees: Will be assigned to a step on the wage scale according to the applicable licensure issuance date per the Michigan Department of Licensing and Regulatory Affairs (LARA) and their verifiable registration date by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements. If the assigned step does not result in at least a 5.0% pay increase, the employee's pay will be adjusted to the pay rate of the step that ensures the minimum increase, however their step level will remain commensurate with their licensure issuance date per the Michigan Department of Licensing and Regulatory Affairs (LARA) and their verifiable registration date by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements.

3. Beginning 90 days after ratification of this CBA and for a period of 180 days, in the event an employee desires to have their step placement assignment reviewed, the Human Resources department will complete the review provided the written request is made within the 180-calendar day period following the date of ratification of the contract.
  - a. For licensed employees - the employee must submit an employment history form and include all comparable experience based on their practicing years under licensure and registration by NBRC.
  - b. For non-licensed employees - The employee must submit an employment history form and include all comparable experience.
  - c. The Human Resources department will complete the review within 90 days from date of submission. Incomplete or late requests will not be reviewed.
  - d. Any adjustments to pay resulting from the step placement assignment review will be implemented within 30 days of the results, retroactive to the date of initial pay increase.

## YEAR 2

Effective the first full pay period beginning on or immediately after October 1, 2025, the wage scale will be increased by 3.5%.

Non-licensed employees: Will be assigned to a step on the wage scale according to their University of Michigan seniority and/or comparable experience. If the assigned step does not result in at least a 3.5% pay increase, the employee's pay will be adjusted to the pay rate of the step that ensures a minimum increase, however their step level will remain commensurate with their University of Michigan seniority and/or comparable experience. With the exception of employees at the maximum of the wage scale, all non-licensed employees will receive at minimum the three and one-half percent (3.5%) and step progression increase. Employees at the 25-year step with twenty-five (25) or more years of service shall receive an increase of three and one-half percent (3.5%).

Licensed employees: Will advance to the next step on the wage scale with the exception of employees reaching the maximum of their grade. The employee's pay will be adjusted to the pay rate of the step that ensures the minimum increase; however, their step level will remain commensurate with their licensure issuance date per the Michigan Department of Licensing and Regulatory Affairs (LARA) and their verifiable registration date by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements. With the exception of employees at the maximum of the wage scale, all licensed employees will receive at minimum the three and one-half percent (3.5%) and step progression increase. Employees at the 25-year step with twenty-five (25) or more years of service shall receive an increase of three and one-half percent (3.5%).

## YEAR 3

Effective the first full pay period beginning on or immediately after October 1, 2026, wage scale will be increased by 3.5%.

Non-licensed employees: Will advance to the next step on the wage scale with the exception of employees reaching the maximum of their grade. If the assigned step does not result in at least a 3.5% pay increase, the employee's pay will be adjusted to the pay rate of the step that ensures the minimum increase, however their step level will remain commensurate with their University of Michigan seniority and/or comparable experience.

Licensed employees: Will advance to the next step on the wage scale with the exception of employees reaching the maximum of their grade. If the assigned step does not result in at least a 3.5% pay increase, the employee's pay will be adjusted to the pay rate of the step that ensures the minimum increase, but their step level will remain commensurate with their licensure issuance date per the Michigan Department of Licensing and Regulatory Affairs (LARA) and their verifiable registration date by the National Board for Respiratory Care (NBRC) based on their practicing years under licensure and registration in accordance with the job's licensure requirements.

**Wage Scale Placement Experience Criteria**

Determination of bargaining unit members' comparable experience for purposes of assignment to the appropriate step on the wage scale will be in accordance with the University's standard methodology for evaluating comparable experience. The University retains the right to determine the appropriate criteria for university positions. Disputes regarding wage scale placement experience shall be subject to the grievance and arbitration procedure.

**PAY GRADE ASSIGNMENT AND STEP PROGRESSION**

Patient Care Tech Assistant and Patient Care Tech Associate will be classified as Patient Care Technician. Patient Services Assistant and Patient Services Associate will be classified as Patient Services Associate.

<u>Job Title</u>	<u>SEIU Grade</u>
Inpatient Unit Clerk	A
Patient Care Tech	A
Patient Services Associate	A
Phlebotomist	A
Unit Host	A
Patient Services Intermediate	B
Phlebotomists Specialist	B
Surgery Scheduler	C
Patient Services Senior	C
Respiratory Therapy Technician	D
Respiratory Therapist Intermediate	E
Respiratory Therapist Senior	F
Respiratory Therapist Clinical Specialist	G
ELS Specialist	G

STEP PROGRESSION SCHEDULE OCTOBER 2024

<u>SEIU GRADE STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>0</u>	<u>20.00</u>	<u>21.00</u>	<u>22.05</u>	<u>25.00</u>	<u>33.76</u>	<u>36.29</u>	<u>39.01</u>
<u>1</u>	<u>20.20</u>	<u>21.21</u>	<u>22.27</u>	<u>25.25</u>	<u>34.27</u>	<u>36.84</u>	<u>39.60</u>
<u>2</u>	<u>20.40</u>	<u>21.42</u>	<u>22.49</u>	<u>25.50</u>	<u>34.78</u>	<u>37.39</u>	<u>40.19</u>
<u>3</u>	<u>20.61</u>	<u>21.64</u>	<u>22.72</u>	<u>25.76</u>	<u>35.30</u>	<u>37.95</u>	<u>40.80</u>
<u>4</u>	<u>20.81</u>	<u>21.85</u>	<u>22.95</u>	<u>26.02</u>	<u>35.83</u>	<u>38.52</u>	<u>41.41</u>
<u>5</u>	<u>21.02</u>	<u>22.07</u>	<u>23.17</u>	<u>26.28</u>	<u>36.37</u>	<u>39.10</u>	<u>42.03</u>
<u>6</u>	<u>21.23</u>	<u>22.29</u>	<u>23.41</u>	<u>26.54</u>	<u>36.91</u>	<u>39.68</u>	<u>42.66</u>
<u>7</u>	<u>21.44</u>	<u>22.51</u>	<u>23.64</u>	<u>26.80</u>	<u>37.47</u>	<u>40.28</u>	<u>43.30</u>
<u>8</u>	<u>21.66</u>	<u>22.74</u>	<u>23.88</u>	<u>27.07</u>	<u>38.03</u>	<u>40.88</u>	<u>43.95</u>
<u>9</u>	<u>21.87</u>	<u>22.97</u>	<u>24.12</u>	<u>27.34</u>	<u>38.60</u>	<u>41.50</u>	<u>44.61</u>
<u>10</u>	<u>22.09</u>	<u>23.20</u>	<u>24.36</u>	<u>27.62</u>	<u>39.18</u>	<u>42.12</u>	<u>45.28</u>
<u>11</u>	<u>22.31</u>	<u>23.43</u>	<u>24.60</u>	<u>27.89</u>	<u>39.77</u>	<u>42.75</u>	<u>45.96</u>
<u>12</u>	<u>22.54</u>	<u>23.66</u>	<u>24.85</u>	<u>28.17</u>	<u>40.36</u>	<u>43.39</u>	<u>46.65</u>
<u>13</u>	<u>22.76</u>	<u>23.90</u>	<u>25.09</u>	<u>28.45</u>	<u>40.97</u>	<u>44.04</u>	<u>47.35</u>
<u>14</u>	<u>22.99</u>	<u>24.14</u>	<u>25.35</u>	<u>28.74</u>	<u>41.58</u>	<u>44.70</u>	<u>48.06</u>
<u>15</u>	<u>23.22</u>	<u>24.38</u>	<u>25.60</u>	<u>29.02</u>	<u>42.21</u>	<u>45.37</u>	<u>48.78</u>
<u>16</u>	<u>23.45</u>	<u>24.62</u>	<u>25.86</u>	<u>29.31</u>	<u>42.84</u>	<u>46.05</u>	<u>49.51</u>
<u>17</u>	<u>23.69</u>	<u>24.87</u>	<u>26.11</u>	<u>29.61</u>	<u>43.48</u>	<u>46.74</u>	<u>50.25</u>
<u>18</u>	<u>23.92</u>	<u>25.12</u>	<u>26.38</u>	<u>29.90</u>	<u>44.14</u>	<u>47.45</u>	<u>51.00</u>
<u>19</u>	<u>24.16</u>	<u>25.37</u>	<u>26.64</u>	<u>30.20</u>	<u>44.80</u>	<u>48.16</u>	<u>51.77</u>
<u>20</u>	<u>24.40</u>	<u>25.62</u>	<u>26.91</u>	<u>30.50</u>	<u>45.47</u>	<u>48.88</u>	<u>52.55</u>
<u>21</u>	<u>24.65</u>	<u>25.88</u>	<u>27.17</u>	<u>30.81</u>	<u>46.15</u>	<u>49.61</u>	<u>53.33</u>
<u>22</u>	<u>24.89</u>	<u>26.14</u>	<u>27.45</u>	<u>31.12</u>	<u>46.84</u>	<u>50.36</u>	<u>54.13</u>
<u>23</u>	<u>25.14</u>	<u>26.40</u>	<u>27.72</u>	<u>31.43</u>	<u>47.55</u>	<u>51.11</u>	<u>54.95</u>
<u>24</u>	<u>25.39</u>	<u>26.66</u>	<u>28.00</u>	<u>31.74</u>	<u>48.26</u>	<u>51.88</u>	<u>55.77</u>
<u>25</u>	<u>25.65</u>	<u>26.93</u>	<u>28.28</u>	<u>32.06</u>	<u>48.98</u>	<u>52.66</u>	<u>56.61</u>

STEP PROGRESSION SCHEDULE OCTOBER 2025

SEIU GRADE STEP	A	B	C	D	E	F	G
0	20.70	21.74	22.82	25.88	34.94	37.56	40.38
1	21.01	22.06	23.16	26.26	35.47	38.13	40.99
2	21.33	22.39	23.51	26.66	36.00	38.70	41.60
3	21.65	22.73	23.86	27.06	36.54	39.28	42.22
4	21.97	23.07	24.22	27.46	37.09	39.87	42.86
5	22.30	23.41	24.59	27.87	37.64	40.47	43.50
6	22.63	23.77	24.95	28.29	38.21	41.07	44.15
7	22.97	24.12	25.33	28.72	38.78	41.69	44.81
8	23.32	24.48	25.71	29.15	39.36	42.31	45.49
9	23.67	24.85	26.09	29.59	39.95	42.95	46.17
10	24.02	25.22	26.49	30.03	40.55	43.59	46.86
11	24.38	25.60	26.88	30.48	41.16	44.25	47.56
12	24.75	25.99	27.29	30.94	41.78	44.91	48.28
13	25.12	26.38	27.70	31.40	42.40	45.58	49.00
14	25.50	26.77	28.11	31.87	43.04	46.27	49.74
15	25.88	27.17	28.53	32.35	43.69	46.96	50.48
16	26.27	27.58	28.96	32.84	44.34	47.67	51.24
17	26.66	28.00	29.39	33.33	45.01	48.38	52.01
18	27.06	28.42	29.84	33.83	45.68	49.11	52.79
19	27.47	28.84	30.28	34.33	46.37	49.84	53.58
20	27.88	29.27	30.74	34.85	47.06	50.59	54.39
21	28.30	29.71	31.20	35.37	47.77	51.35	55.20
22	28.72	30.16	31.67	35.90	48.48	52.12	56.03
23	29.15	30.61	32.14	36.44	49.21	52.90	56.87
24	29.59	31.07	32.62	36.99	49.95	53.70	57.72
25	30.03	31.54	33.11	37.54	50.70	54.50	58.59



STEP PROGRESSION SCHEDULE OCTOBER 2026

SEIU GRADE STEP	A	B	C	D	E	F	G
0	21.42	22.50	23.62	26.78	36.16	38.88	41.79
1	21.75	22.83	23.97	27.18	36.71	39.46	42.42
2	22.07	23.18	24.33	27.59	37.26	40.05	43.06
3	22.40	23.52	24.70	28.00	37.82	40.65	43.70
4	22.74	23.88	25.07	28.42	38.38	41.26	44.36
5	23.08	24.23	25.45	28.85	38.96	41.88	45.02
6	23.43	24.60	25.83	29.28	39.54	42.51	45.70
7	23.78	24.97	26.22	29.72	40.14	43.15	46.38
8	24.13	25.34	26.61	30.17	40.74	43.79	47.08
9	24.50	25.72	27.01	30.62	41.35	44.45	47.79
10	24.86	26.11	27.41	31.08	41.97	45.12	48.50
11	25.24	26.50	27.82	31.55	42.60	45.80	49.23
12	25.62	26.90	28.24	32.02	43.24	46.48	49.97
13	26.00	27.30	28.66	32.50	43.89	47.18	50.72
14	26.39	27.71	29.09	32.99	44.55	47.89	51.48
15	26.79	28.12	29.53	33.48	45.21	48.61	52.25
16	27.19	28.55	29.97	33.98	45.89	49.33	53.03
17	27.60	28.97	30.42	34.49	46.58	50.07	53.83
18	28.01	29.41	30.88	35.01	47.28	50.83	54.64
19	28.43	29.85	31.34	35.54	47.99	51.59	55.46
20	28.86	30.30	31.81	36.07	48.71	52.36	56.29
21	29.29	30.75	32.29	36.61	49.44	53.15	57.13
22	29.73	31.21	32.77	37.16	50.18	53.94	57.99
23	30.17	31.68	33.27	37.72	50.93	54.75	58.86
24	30.63	32.16	33.77	38.28	51.70	55.57	59.74
25	31.09	32.64	34.27	38.86	52.47	56.41	60.64

**ARTICLE 38 - DIFFERENTIALS AND PREMIUM PAY**

Shift Differentials: Employees shall receive the following shift premiums for all hours worked. Employees with straight evening shifts (beginning on or after 11:00 a.m. and before 7:00 p.m. or in which the majority of hours are between 3:00 p.m. and 11:00 p.m.) shall receive the evening shift differential for all paid hours. Employees on straight night shifts (scheduled to start work on or after 7:00 p.m. and before 4:00 a.m. or who has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m.) shall receive the night shift differential for all paid hours. The Phlebotomy department will maintain standard practice.

1. Effective 90-days after the ratification of this Agreement, bargaining unit members will receive the following rate of pay for shift differentials:

Weekday Afternoons -	\$2.05 hr.	Weekend Day -	\$2.00 hr. (Saturday/Sunday)
Weekday Night -	\$2.30 hr.	Weekend Afternoon -	\$2.60 hr. (Saturday/Sunday)
		Weekend Night -	\$3.00 hr. (Friday/Saturday, Sunday)

2. Team Leader Pay: Employees will receive an additional one dollar (\$1.00) per hour for all hours worked when assigned Team Leader, Charge or Chief Tech responsibilities. For the purposes of this Article, classifications designated as “Senior” on the career ladder is excluded from receiving team leader pay.
3. Clinical Preceptor Pay: Preceptors required to train new employees for clinical positions will be paid one dollar (\$1.00) per hour while training a new employee in the job classification. When designated by a manager to train another employee for a duration of not less than one day, Unit Clerks will receive the \$1.00 Trainer Pay differential. Trainer pay does not apply to employees with training responsibilities as indicated in their job description.
4. Float Pay: Float pool employees shall be paid an additional two dollars (\$2.00) per hour above their regular wage, including differentials and premium pay, for all hours paid.

**ARTICLE 39 - REPORT IN PAY**

An employee who reports to work shall work a minimum of four (4) hours or be paid four (4) hours of pay at their hourly rate if the University cancels an employee’s shift less than ninety (90) minutes prior to the start of the scheduled shift.

**ARTICLE 40 - CALL BACK PAY**

An employee who is not in an on-call status and returns to work because of a call back made after the employee has left the University premises upon completion of their assigned schedule of work, shall receive payment at their hourly rate, including applicable premiums, for the time worked. In this regard, the employee may be assigned to perform duties other than those intended at the time the employee was called back. If no duties are assigned, the employee shall receive an amount equal to four (4) hours of pay at their hourly rate. Such payment is not counted as time worked for any purpose of overtime.

## ARTICLE 41 - BENEFITS PLANS

University Health, Dental, Vision, Disability, Legal, and Life Insurance Plans shall be provided in the same manner and to the same extent as provided to university employees with the exception of those covered by a collective bargaining agreement, and may be amended, but not eliminated. In the event of changes in benefits, the Union will be notified prior to the effective date of the change. No matter concerning any of the benefits set forth in this Article shall be subject to the grievance and arbitration procedure except for a question of whether the University has complied with the specific provisions set forth in this Article.

### 1. GROUP HEALTH INSURANCE PLAN

The group health insurance plan shall be as provided by the University in the same manner and to the same extent as provided to employees not represented by a labor organization except as specifically provided in this Article.

Cost sharing for the life of this agreement will consist of healthcare premiums, Office Visits, Urgent Care, ER visits, Prescription Drugs, Deductibles, etc., if applicable. For the duration of this agreement, active employee Healthcare premiums will be based on the 50<sup>th</sup> percentile of salaries indexed annually utilizing the following formula:

Band 1		
Single	Adult Dependent	Child Dependent
93%	66%	75%
Part-Time – 80%		
Band 2		
Single	Adult Dependent	Child Dependent
90%	57%	70%

The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.

Employees who do not elect to waive or enroll in a health insurance plan within thirty (30) days of the eligibility date will be automatically enrolled in the comprehensive major medical plan with single person coverage. If during the term of this Agreement, a Federal or State law is enacted which requires the payment of taxes or premiums to either the Federal or State government or another entity for hospital or medical benefits for Employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes OR premiums paid by the University shall be included in the total dollar limitation provided in this Article.

### GROUP LIFE INSURANCE

The University Group Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to employees not represented by a labor organization within the Benefits Program. The University plan offers \$30,000 of life insurance coverage with the full cost paid by the University.

The Optional Life Insurance Plan shall be provided by the University within the Benefits Program. The amount of Optional Life Insurance coverage elected by an Employee may range from \$10,000 at the minimum to an amount equal to eight (8) times the Employee's salary, up to a maximum of \$1,700,000. Salary as indicated is based upon an Employee's job rate for a normal 40-hour work week excluding overtime and other premiums. The cost of the Optional Group Life Insurance Plan is fully paid by the Employee and is determined by the amount of coverage selected, current age, smoking status, and current salary. The amount of coverage chosen, and its cost will increase when salary increases. The cost will also increase when moving into the next higher age bracket.

The Dependent Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to employees not represented by a labor organization.

## 2. TRAVEL ACCIDENT INSURANCE

The Travel Accident Insurance Plan shall be provided in the same manner and to the same extent as provided to employees not represented by a labor organization, the following, without cost to an Employee, will be provided and maintained:

- a. The amount of the principal sum of insurance for full-time Employees shall be \$50,000, or ten (10) times hourly rate times 2,080 hours, whichever is more, but not to exceed \$500,000, except as the amount may be reduced proportionately by a catastrophic accident.
- b. The total cost of all benefits will not exceed \$10 million. If this limit does not allow a full benefit payment to each insured staff member, each staff member's benefit will be prorated.

## 3. LONG-TERM DISABILITY PLAN

The expanded long-term disability plan shall be as provided by the University in the same manner and to the same extent as university employees not represented by a labor organization.

- a. The Employee must pay the entire cost for the Expanded Disability Plan during the first two (2) years of service.
- b. The University will pay the entire cost of the Expanded Disability Plan after two (2) years of service on annual base income up to \$66,200 per year (adjusted annually).
- c. Coverage on base income over \$66,200 (adjusted annually) after two (2) years of service is elective and the Employee must pay the cost according to the Expanded Long Term Disability Plan Policy.
- d. An eligible Employee shall receive a disability income under the Expanded Disability Plan which shall be 65% of the Employee's covered monthly base income.
- e. In the event that cash benefits are received from other sources as set forth in the Expanded Disability Plan, the disability income set forth in paragraph 4. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the Employee's covered monthly base income for the Expanded Disability Plan.
- f. For each month that a disability benefit is in effect and according to the provisions of each plan, Retirement Savings Plan, Group Life Insurance, Health Insurance Plan, and Dental Option 1 contributions shall be made by the University as provided in the Expanded Disability Plan Policy.

## 4. GROUP DENTAL PLAN

The Group Dental Plan and University contributions toward the dental plan shall be as provided by the University in the same manner and to the same extent as provided to university employees not represented by a labor organization within the Benefits Plan. Employees have a choice of three dental plan options. During the term of this Agreement no less than the University of Michigan Dental Plan, Option I schedule of benefits in effect at the execution date of this Agreement will be provided and maintained. Employees who do not elect to opt out or enroll in a dental insurance plan within 30 days of the eligibility date will be automatically enrolled in the Employee only University of Michigan Dental Plan Option I.

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

## 5. RETIREMENT SAVINGS PLAN

For the life of this agreement the Retirement Savings Plan shall be as provided by the University in the same manner and to the same extent as provided by university consistent with the current plan descriptions. It is understood that the retirement savings plan may be amended provided that:

- a. The University will contribute an amount equal to ten (10) percent of the Employee's eligible earnings each month for all eligible members of the SEIU bargaining unit who contribute an amount equal to five (5) percent of the Employee's eligible earnings each month.
- b. The Union may exercise its right to bargain over any amended plan changes.
- c. This plan may not be amended to reduce or modify eligibility to participate in the plan or to reduce or modify criteria for determination of the retirement allowance.

## ARTICLE 42 - CHILDCARE AND ELDERCARE

If the University agrees with another union to a childcare or eldercare benefit including but not limited to reimbursements or subsidies or discounted rates, then such benefit shall be incorporated in this Agreement by reference.

## ARTICLE 43 - TUITION SUPPORT PROGRAM

### 1. ELIGIBILITY

An employee will be eligible to receive tuition support as provided in Section B of this Article if (1) the employee has more than six (6) months seniority at the time of enrollment in educational course approved by the University at, or through, an educational or training institution approved by the University and (2) the employee successfully completes the educational course and (3) the employee was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses and a certificate of satisfactory completion for a non-credit course.

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

### 2. AMOUNT OF SUPPORT

University of Michigan Courses. Full-time employees will receive seventy-five percent (75%) of the cost of in-state tuition plus registration fees for up to four (4) credit hours per term. Part-time employees whose normal schedule of work is at least twenty (20) hours per calendar week, but less than forty (40) hours per calendar week, will receive tuition support proportional to that received by a full-time employee.

3. Non-University of Michigan Courses. Full-time employees will receive tuition support of not more than seventy-five percent (75%) per term for the cost of tuition plus registration fees paid by the employee. In no case shall an employee receive tuition support in excess of the amount provided in the Standard Practice Guide, for courses taken in any twelve (12) month period. (<http://spg.umich.edu/policy/201.69>) At the option of the employee, tuition support under this Article may be paid as either reimbursement or an advance. Part-time employees whose normal schedule of work is at least twenty (20) hours per calendar week, but less than forty (40) hours per calendar week, will receive tuition support proportional to that received by a full-time employee

If the University increases the tuition support amounts for university employees not represented by a union, the University will increase the amounts for employees in this bargaining unit in the same manner and to the same extent.

#### 4. COURSE SCHEDULING

To the extent possible, staff members should plan to take courses scheduled at times that will not require absence from work during regular work hours.

In the event attendance at an approved course will necessitate an absence during normal work hours, various accommodations are possible, depending on the needs of the unit and the staff member. Any accommodation, including release time that does not exceed three (3) hours per week, may be granted at the discretion of the unit supervisor.

### ARTICLE 44 - PROFESSIONAL DEVELOPMENT

For the life of this Agreement, employees in Respiratory Therapists classifications may continue to request to attend educational conferences per current practice. Depending on the location, cost, and budgetary constraints, the number of Respiratory Therapist attendees can vary year to year. Management will continue the current rotational practices to ensure equity in the opportunities to attend these conferences.

### ARTICLE 45 - SEVERABILITY

If any provision of this Agreement is found invalid because it is contrary to Federal or State law by a board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, that provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect. At the request of either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory and lawful provision. In such an event, the University may exercise its discretion in the matter until completion of any such negotiations.

### ARTICLE 46 - WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even

though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE 47 - TERM OF THE AGREEMENT**

This Agreement shall become effective on November 04, 2024 and shall remain in full force and effect until and including September 30, 2027, (The first ninety (90) days will be allotted for implementation of items with time reporting and payroll implications.) and thereafter from year to year unless at least ninety (90) days prior to September 30, 2027 or any anniversary thereof, written notice of modification or termination is given by either the University or Union to the other party.

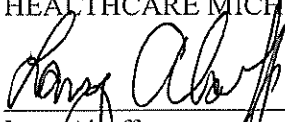
**SIGNATURE PAGE**


IN WITNESS WHERE OF, the parties have executed this Agreement.

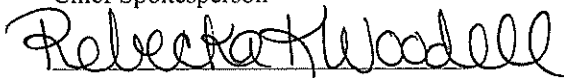
Dated this 4th day of November, 2024.

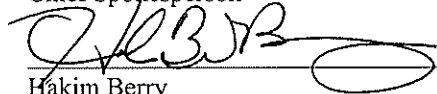
FOR THE SERVICE EMPLOYEES  
INTERNATIONAL UNION -  
HEALTHCARE MICHIGAN

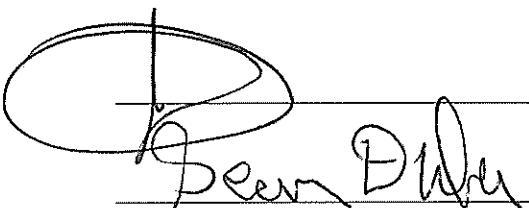
FOR THE REGENTS OF THE  
UNIVERSITY OF MICHIGAN

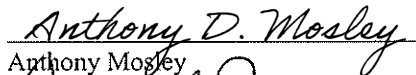
  
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Larry Alcott  
SEIU - HCMI Deputy Trustee  
Chief Spokesperson

  
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Kristya Smith, MS SPHR  
Senior Labor Relations Advisor  
Chief Spokesperson

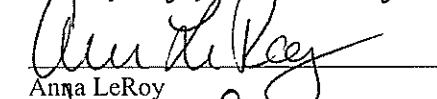
  
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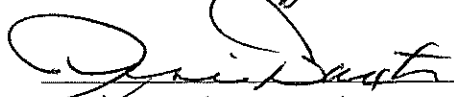
  
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Director, Labor Relations

  
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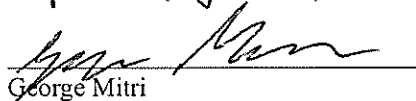
  
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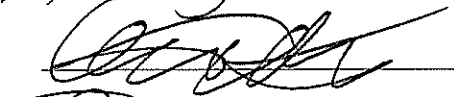
  
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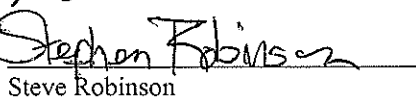
  
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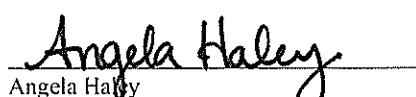
  
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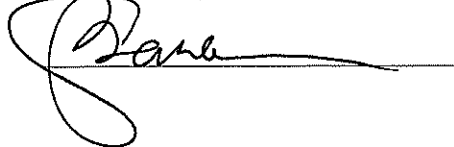
  
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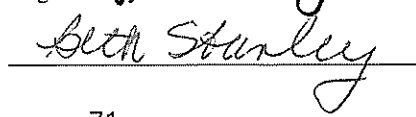
  
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George Mitri

  
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Angela Haley

  
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Steve Robinson

  
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Beth Stanley

  
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Beth Stanley

Beth Stanley

Kristina Martin

Kristine Martin

Glenn Houck

Glenn Houck

Jill Gibbons

Jill Gibbons

Jennifer Bentley

Marianne Suggs

Moe Fitz

Kimberley Martell

Ashley Greene

Alison

Wynne Babin

Susan K. Papa

Kelly Tiernio

Brooke Madala

Jade G. Williams

Jessica Cusac

Anna Schier

Gabriella Jones-Cory

Jacklyn K. Stephens

Brooke C. Underwood



## APPENDIX A

### Position Classifications and Job Codes

1. The classifications and job codes covered by this agreement are as follows:

<b>Job Code</b>	<b>Job Classification</b>
	Inpatient Unit Clerk
	Patient Care Technician
	Phlebotomist
	Phlebotomist Specialist
	Patient Services Associate
	Patient Services Intermediate
	Patient Services Senior
	Surgery Scheduler
	Respiratory Therapy Technician
	Respiratory Therapist Intermediate
	Respiratory Therapist Senior
	Respiratory Therapist Clinical Specialist
	ELS Specialist
	Unit Host

Letter 1 - Voluntary Recognition of SEIU Healthcare Michigan



Human Resources Labor Relations  
2901 Hubbard, Suite 1400  
Ann Arbor, Michigan 48109  
Phone: 734.764-9937

June 26, 2023

Emily Ricards, Organizing Director  
SEIU Healthcare Michigan  
3031 W. Grand Blvd  
Ste 555  
Detroit, MI 48202

**Re: Voluntary Recognition of the SEIU Healthcare Michigan.**

Dear Ms. Ricards,

As you know a card check was conducted today by Mark Glazer, the neutral third-party hired by the parties to count the petitions, that a majority of the respiratory therapist on the current voter eligibility list have signed petitions requesting that they be represented for collective bargaining by SEIU Healthcare Michigan. As a result, the University hereby voluntarily recognizes SEIU Healthcare Michigan as the exclusive representatives for the purpose of collective bargaining of the following bargaining unit classifications:

ELS Specialist                      Respiratory Ther Clin Spec  
Respiratory Ther Sr              Respiratory Therapist Inter  
Respiratory Therapy Technician  
Excluding: Supervisors, confidential employees and all other employees.

We look forward to working with you for the collective bargaining process.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Berry'.

Hakim W. Berry, Director  
Labor Relations  
Michigan Medicine

cc: D. Hunt