

AGREEMENT

The Regents of the
University of Michigan

&

University of Michigan
Lecturers' Employee Organization, AFT
Local 6244, AFL-CIO
Librarians, Archivists, and Curators
Bargaining Unit
(LEO-GLAM)

July 28, 2022—April 20, 2025

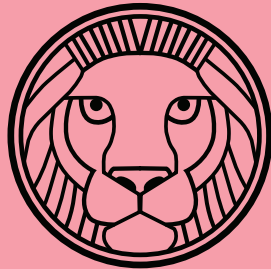


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PREAMBLE

Section A.

This Agreement is entered into on this day, July 28, 2022, by the Regents of The University of Michigan, and the Lecturers' Employee Organization, AFT Local 6244, AFL-CIO, on behalf of the Librarians, Archivists, and Curators bargaining unit, colloquially referred to as LEO-GLAM or "the Union" for the period beginning July 28, 2022 and ending April 20, 2025.

Section B.

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered. It is the intent and purpose of the parties that this Agreement provide for harmonious and constructive employment relations between Employer and valued Employees. The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the instructional interests of the University of Michigan.

Section C.

It is expressly understood and agreed by the parties that this Preamble does not establish any rights for any party, is not subject to the grievance or arbitration procedures of the Agreement, and may not be relied on in support of a grievance or other action.

ARTICLE I
RECOGNITION

Section A. Recognition

Pursuant to and in conformity with voluntary recognition granted on July 22, 2021, the University of Michigan (“the Employer”) recognizes the Lecturers’ Employee Organization, AFT Local 6244, AFL-CIO (“LEO,” “the Union”) as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other conditions of employment for all Employees in the following described bargaining unit:

All full-time and part-time Librarians, Archivists, and Curators at all ranks.

Excluded:

1. Persons given courtesy appointments (0% effort) who receive no compensation;
2. All individuals who hold a tenured or tenure-track appointment at the University of Michigan and who are also appointed as a Librarian, Archivist, or Curator;
3. Supervisors of Employees in the bargaining unit, confidential employees, temporary and casual employees.

Section B. Definitions

Librarians, archivists, and curators hold academic appointments, and are faculty at the University. As such, they fulfill important educational, research, and service roles within the University.

Appointment as a librarian, archivist, or curator shall be defined by all of the following characteristics relevant to an appointing unit:

1. Possession of an advanced degree in a relevant field, or an equivalent combination of experience and education relevant to the academic mission.

2. Exercise of independent professional judgment, expertise, and discretion in fulfillment of one's duties.
3. Performance of responsibilities on a consistent and regular basis including
 - a. Duties commonly or historically associated with the role of a librarian, archivist, or curator, or duties associated with newly emerging roles of a librarian, archivist or curator at the University; and
 - b. Essential and highly specialized duties and responsibilities relevant to the academic mission.

ARTICLE II
NON-DISCRIMINATION

Section A. Discrimination and Harassment other than Sex and Gender-based

Discrimination against any Employee shall be prohibited by the Employer and will not be tolerated.

The Employer will take proactive measures to ensure that Employees are treated without discrimination because of age, race, color, national origin, citizenship status (subject to compliance with federal and state law), religion, disability, height, weight, marital status, political persuasion or affiliation, familial status, or veteran’s status, as set forth in Standard Practice Guide (hereafter “SPG”) 201.89-1 and corresponding policies. Discriminatory harassment is a form of discrimination.

Section B.

The Employer shall adhere to the policies adopted by the Board of Regents and to applicable federal and state laws and regulations, including but not limited to the Michigan Elliot-Larsen Civil Rights Act of 1976 and the Michigan Persons with Disabilities Civil Rights Act.

Section C. Sex and Gender-based Discrimination and Harassment

The Employer will ensure that Employees are treated without discrimination because of sex, sexual orientation, gender, gender identity or gender expression, sexual harassment or gender-based harassment, as set forth in SPG 601.89 and corresponding policies. Such harassment and discrimination shall be prohibited by the Employer. The parties agree that the applicable University of Michigan policies as pertaining to sexual and gender-based misconduct and Title IX misconduct shall apply (See SPG 601.89).

Section D.

Neither the Employer nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Employee

because of, or with respect to, their lawful Union activities, including participation in a grievance, 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.

Section E.

Nothing in this Agreement shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights.

ARTICLE III
NO STRIKE

During the term of the Agreement, the Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee(s) take part in, any concerted action against, or any concerted interference with, the operations of the Employer, such as failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or in part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of Employees in an activity that is unrelated to their employment relationship.

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 disavow such action or interference, and instruct all Employee(s), in writing, to cease their misconduct and inform them that this misconduct is a violation of the Agreement subjecting them to potential disciplinary action, up to and including discharge.

If the Union, through its officials, performs its obligations as set forth in this Article, the Employer agrees that it will not file or prosecute any action for damages against the Union or its officials.

In the event the Union, its officials, and representatives fail or refuse to perform their obligations set forth in this Article, the University will inform the Union of its failure in writing. Effective immediately upon delivery of such notice, Article IV Authorization of Payroll Deduction of Union Dues shall become null and void.

Nothing herein, however, shall preclude the Employer from proceeding against any Employee(s) in such action or interference.

ARTICLE IV
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION
DUES

Section A. Union Dues Payroll Deductions

1. The Employer shall deduct authorized amounts for current union dues from the monthly pay of each Employee who authorizes such a deduction by filling out an Authorization for Payroll Deduction of Union Dues form prepared by the Union and that uses language acceptable to the Employer. In the case of Employees holding multiple, simultaneous appointments, at least one of which is not covered by the terms of this Agreement, dues deductions will be based only on the portion of the Employee's pay attributable to positions covered by this Agreement.
2. The Union will collect Authorization for Payroll Deduction of Union Dues forms signed by Employees.
3. The Union will notify the Employer that a deduction has been authorized. These notifications will be accomplished via delivery of a copy of the signed Authorization for Payroll Deduction of Union Dues form along with the following information, to the University Payroll Office on a mutually agreed-upon date each month in a mutually agreed-upon electronic format: Employee name and Employee eight (8) digit identification number.
4. Unless revoked in writing by Employees as described in Section A.5., dues deduction authorizations shall remain in effect whenever an Employee is employed in a position subject to the terms of this Agreement.
5. An Employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the University Payroll Office on the Deduction Authorization or Cancellation Form. The University will make reasonable efforts to process cancellation forms in a timely manner.

ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Payroll deductions shall terminate when a cancellation form has been received by the University Payroll Office at least thirty (30) calendar days prior to the monthly payroll. Cancellation forms received less than thirty (30) calendar days prior to the monthly payroll will be effective no later than the monthly payroll of the following month.

The University shall forward a copy of the cancellation form to the Union within fourteen (14) working days of receipt. If the Employee submits the cancellation form to the Union, the Union shall forward the form to the University Payroll Office as soon as possible for processing

6. Deduction of union dues made pursuant to this Article will begin no sooner than the first regular paycheck received by the Employee following timely notice by the Union to the Employer (as described in Section A.3. above). No retroactive deductions will be made.
7. At the request of either party, the Employer and the Union will meet to review and revise the implementation of this Article; such review and revision may include negotiated changes to this Article.

Section B. Compliance

1. Employer Appointment Letter:
 - a. Initial Appointments – The Employer will offer employment to prospective Employees covered by the LEO-GLAM/UM Agreement via an appointment letter that includes the following statement:

“The appointment being offered to you in this letter is subject to the terms and conditions of a collective bargaining agreement between the University of Michigan (the “Employer”) and the Lecturers’ Employee Organization, AFT Michigan Local 6244, AFL-CIO on

behalf of their Librarians, Archivists, and Curators bargaining unit (the “Union”). Any questions on union membership should be directed to LEO-GLAM at glam@leounion.org.”

- b. Renewal of Appointment Following a Term appointment, Leave, or Layoff – On renewal of an Employee’s appointment, following a Term appointment or after leave or layoff, appointing units within the University will include the following language in the renewal letter to the affected Employee:

“Your continued employment as a Librarian, Archivist, or Curator is subject to the terms and conditions of a collective bargaining agreement between the University of Michigan (the “Employer”) and the Lecturers’ Employee Organization, AFT Michigan Local 6244, AFL-CIO on behalf of their Librarians, Archivists, and Curators bargaining unit (the “Union”). Any questions on union membership should be directed to LEO-GLAM at glam@leounion.org.”

Section C. Notification of Amount of Union Dues

The amount or percentage rate of the union dues deductions and the remittance address of the Union shall be certified in writing to the Employer by the Union no later than sixty (60) days before the changes will become effective. Such changes are limited to not more than two (2) occurrences annually.

Section D. Remittance to the Union

All union dues deducted by the Employer shall be remitted to the Union each month by the fifth (5th) business day of the month following the month in which the deductions were made, together with a list of names, and the amount deducted for each Employee

ARTICLE IV: AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

for whom a deduction was made. This list will be provided in a mutually agreed-upon format. The Union shall provide the Employer with a Union Dues Discrepancy Report listing under-deductions within fourteen (14) days following the receipt of the sums and list described above. The Employer will make appropriate adjustments, correcting for under- and over-deductions to union dues payroll deductions on the following payday.

Section E. Compliance with Article III No Strike

The rights, responsibilities, and obligations set forth in this Article are specifically conditioned upon the Union’s compliance with Article III, No Strike. If the Union fails to perform any of its obligations as required by Article III, the Employer shall inform the Union of its failure in writing. Effective immediately upon such notice, Article IV Authorization for Payroll Deduction of Union Dues shall become null and void.

Section F. Indemnification

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Employee. In addition, the Union shall indemnify and save and hold the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union specifically agrees to indemnify and hold the University harmless for any liability arising under MCL 423.210, including but not limited to damages, court costs, and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10).

ARTICLE V
UNION RIGHTS

Section A.

Representatives of the Union will be permitted to transact official business with appropriate representatives of the Employer at all reasonable times provided they follow regular University procedures.

Section B.

Where facilities, including meeting rooms or equipment, such as duplicating, IT, computing, and audiovisual, are available for use by other unions, such facilities or equipment will be available to the Union in accordance with established University procedures.

Section C.

The University will provide a room (capacity 6-8), free of charge, on the Flint and Dearborn campuses for the use of the Union to meet with their members once per month. The Union will provide the University with proposed dates no later than June 1 for the following academic year. If space is unavailable on the requested dates, the University will identify alternative dates.

Section D.

1. The Union may post notices on existing bulletin board space which is not reserved for specific purposes, but in no case shall the Union be denied space sufficient to post one (1) 8½- inch by 14-inch sheet in an appointing unit employing Employees.
2. In addition, the Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in each building in which Employees work.
3. The Employer shall provide a working and reasonably visible Internet link to this Agreement on the University's website.

Section E.

The University shall provide the Union reasonable access to new Employees to inform them about the Union's function, to explain union dues, to recruit Stewards, and to discuss current bargaining status or any other Union business.

The Union may make arrangements to meet with each new Employee during the Employee's regular work hours for a period no greater than forty-five (45) minutes.

Section F.

Union Representatives may use existing electronic media, including but not limited to telephones and email, for Union business. At the Union's expense, Union Representatives may use unit office equipment for the purposes of administering this Agreement. The Union's officers may request and be granted a LEO photocopy account in their appointing unit to make occasional small numbers of copies for purposes of contract administration at the Union's expense.

Section G.

United States mail that is received by the Employer bearing the name of the Employee with a correct specific campus address will be distributed to the Employee in the normal manner.

Section H.

Campus mail will be distributed to Employees in the same manner as it is customarily distributed to other faculty.

Section I.

Union representatives may distribute Union material to Employee mailboxes.

Section J.

Provisions of this Article will be administered consistent with PERA and Employer policies, including appointing unit time, place, and manner policies and practices.

ARTICLE VI
UNION AND EMPLOYER CONFERENCES

Section A.

The purpose of this article is to establish a forum to discuss important matters of mutual interest between the Union and the Employer with the intention of fostering good Employer-Union relations. These meetings will not be used to circumvent the grievance procedure, or for the purpose of continuing collective bargaining negotiations.

Section B.

Representatives of the Employer shall meet with Union Representatives from the Ann Arbor, Dearborn, and Flint campuses, separately or jointly, for a “Special Conference” whenever one of the parties deems it necessary to discuss matters which are local in nature, including those matters necessary to the implementation and administration of this Agreement. The meeting shall be held within fourteen (14) days of a request, unless the parties mutually agree to delay the meeting. An agenda shall be exchanged in advance whenever possible.

Section C.

Appointing units shall, when possible, notify the Union at least forty-five (45) days prior to implementation of any significant decisions affecting the employment conditions of Employees.

It is understood that any matter discussed, or action taken pursuant to such meetings or Special Conferences, shall in no way establish any obligation to negotiate over any item discussed or that is the subject of any action taken under this Section. Further, no such matter or action shall alter any of the provisions of this Agreement, or the rights of either the Employer or the Union under the terms of the Agreement unless by written agreement signed by both parties.

ARTICLE VII
RELEASE TIME FOR UNION ACTIVITIES

Section A.

The Union shall designate Stewards to serve as Union Representatives and provide the Employer the names of all Stewards in writing.

During the term of this Agreement, the Employer shall provide a designated group of union officials (herein after the “Designated Officials”) with release time from their regularly assigned hours of work, without loss of pay, benefits, or seniority, for the purpose of administering this Agreement.

The Union shall notify the Employer in writing of the names and roles of the Designated Officials, and shall promptly notify the Employer in writing of any change.

Section B.

Designated Officials shall be allowed a combined twenty-four (24) hours of release time per month to perform their duties at no loss of pay, provided there shall be no undue interference to operations. In circumstances where there is a conflict between work assignments and Designated Officials’ responsibilities, the Union and the Employer agree to work collaboratively to schedule such responsibilities at a mutually agreeable time.

Section C.

The Union shall have the right to request additional release time up to a combined total of forty (40) hours per year at no loss of pay or seniority for Designated Officials for the purposes of conducting union business not directly related to the enforcement of this agreement. The Union shall provide a minimum of fourteen (14) days’ notice for each request for release time. Each request shall contain the name of the Designated Official, the date(s), and duration of release time requested. The decision to approve additional release time is at the sole discretion of the appointing unit in which the Designated Official works. No reasonable request shall be denied.

ARTICLE VIII
MANAGEMENT RIGHTS

Section A.

The University, its Board of Regents, its officers, its agents, and bodies delegated by the Board of Regents retain, solely and exclusively, all inherent rights, functions, duties, responsibilities, and authority with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment to exercise its academic judgment in service of its academic mission, and the manner in which the operations of the University will be conducted, except where those rights, functions, duties, responsibilities, and authority are limited by this Agreement.

Section B.

The rights, functions, duties, responsibilities, and authority identified in Section A above include but are not limited to the right to:

1. Plan, direct and control University operations;
2. Develop and implement the University's mission statement, policies, procedures, and Affirmative Action plans;
3. Determine the number of locations of operations;
4. Determine the means, methods, and schedules of operations;
5. Alter, change, extend, curtail, or discontinue its operations or academic programs, partially or completely;
6. Determine the size of the workforce and the scheduling and assignment of Employees, including what work will be assigned to which classification(s) of Employee(s);
7. Hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off Employees;

ARTICLE VIII: MANAGEMENT RIGHTS

8. Establish University rules and regulations, subject to the obligation to bargain collectively on mandatory subjects;
9. Require Employees to observe University rules and regulations and reasonable standards of conduct;
10. Maintain order; and
11. Discipline or terminate Employees for just cause.

Section C.

If the Employer does not exercise its rights, functions, duties, or authority, or if it exercises them in a particular way, this shall not be deemed a waiver of said rights, functions, duties, responsibilities, or authority or its right to exercise them in some other way not in conflict with this Agreement.

ARTICLE IX
INFORMATION AND NEW HIRE REPORTING

Upon written request from the Union, the Employer will provide the Union with information which is necessary for the purposes of collective bargaining and which does not require unreasonable collection efforts.

Section A. Recurring Reports

Each month, the Employer will provide to the Union, at no cost to the Union, a report of all current Employee appointments on the day the report is prepared. The report shall include the following data elements in a mutually agreed-upon format: Employee last name, Employee first name, UMID number, appointment FTE, actual compensation rate, appointment classification code and name, appointing department name and code, appointing unit, date of hire, appointment begin date, appointment end date (if applicable), Employee UM phone, Employee UM office address, Employee home address, and Employee home phone number.

This report shall also include all Employees on layoff status or leave of absence, and those who have separated from employment and the reason for separation.

The above report(s) will be sent by the first Tuesday of each month in the form of an email attachment to an email address provided by the Union.

On the first Tuesday of March and November of each year, the Employer will provide the Union with a demographic profile of all current Employees, including those on layoff or leave of absence. This report, which will not include the names or other identifying information for individual Employees, will include the race, gender, citizenship status, date of birth, and appointing campus for all Employees.

The University Payroll Office will additionally provide information concerning dues and fees deductions to the Union as specified in Article IV: Authorization for Payroll Deduction of Union Dues.

The Employer shall provide the Union with a list(s) of Employees which, at the request of the Union, would include any of the aforementioned and/or any additional existing data elements. Such a list(s) shall be available within a reasonable timeframe from a request by the Union. The Union will pay the Employer's regular price for producing any such list(s).

Section B. New Hire Reporting

1. Unit New Hire Reporting: For Employees accepting their first position covered by this Agreement, the appointing unit will notify the Union of the acceptance and will provide, if known, the Employee's name, UMID number, address, phone number, and email address.

2. System-Originated New-Hire Reporting: On the third day of each month, the Employer will deliver an electronic listing of newly-appointed Employees whose appointment information has been added to the University database during the previous calendar month.

The system-originated "new-hire" listings will include the following data elements: last name; first name; UMID number; job title; job code; working title; hire begin date; appointment start date; appointment end date (if applicable); compensation frequency; appointment period; appointment period description; compensation rate; department ID#; department name; unit name; FTE; deduction code, if applicable; home

ARTICLE IX: INFORMATION AND NEW HIRE REPORTING

and UM address and contact information; Employee status code; Employee status description. The notice will take the form of an attachment to an email message sent to glam@leounion.org.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE

Section A. Definition of a Grievance

A grievance is a disagreement arising under and during the term of this Agreement. A grievance is limited to the following types of disagreements:

1. Those between the Employer and any Employee concerning their employment and the interpretation or application of this Agreement. When more than one Employee has a grievance involving common fact(s) and provision(s), the Union shall process the grievance on behalf of named and all similarly situated Employees. If the Employees in this group are from more than one appointing unit, the grievance shall be filed by the Union at Step Three of the procedure outlined below.

2. Those between the Employer and the Union concerning the interpretation or application of this Agreement on a question which is not an Employee grievance. Such grievances shall be filed at Step Three of the procedure outlined below.

Section B. Grievance Procedure Rules

1. An Employee is entitled to Union representation at any step outlined below at their request. An Employee may also decline such representation. However, the Union will receive a copy of any written answer.

2. No Employee or Union representative shall be penalized for initiating a grievance or attending meetings at any step.

3. All grievance meetings shall be conducted during paid work time for the grievant(s), union representative(s), and witnesses.
4. Time limits on each step may be extended by written mutual consent of the parties.
5. At any step of the process, grievances may be withdrawn without prejudice.
6. Only the Union can move a grievance to Step Three.
7. The parties may agree to waive Step One and/or Step Two. Such agreement must be in writing.
8. Grievance hearings are not public.
9. Failure by the grievant or the Union, as applicable, to meet any of the time limits of this procedure will result in a settlement based on the Employer's last answer.

However, this shall not prejudice the position of the same or other Employees with respect to any other separate grievance involving the same issue in that appointing unit or in any other appointing unit of the University.

Section C. Grievance Procedure

The Employer and the Union agree that the organizational and/or supervisory structures vary for each campus, and for the galleries, libraries, archives, and museums on each campus. Therefore, the titles used in this section reflect a model of immediate supervisor, Director/Dean, or equivalent, and Provost. In those cases where the organizational and supervisory model/structure does not fit

this pattern, the parties recognize the need to modify the process accordingly, with the intent of reducing, and not increasing, the number of steps in the process.

1. Step One:

Initial discussions: An Employee or group of Employees who believe the Agreement may have been violated may discuss the issue with a supervisor in an effort to resolve the issue. Such discussion should take place as soon as practicable following reasonable knowledge of the facts giving rise to the grievance. Discussions between Employees and supervisors relating to matters of contract interpretation are encouraged but do not necessarily constitute a Step One grievance discussion. Any resolution is acceptable as long as it does not violate the provisions of this Agreement. Resolutions reached at this step shall not establish a precedent for the future interpretation or application of this Agreement.

2. Step Two:

If the matter is not resolved at Step One, the grievance may be submitted in writing to the Director/Dean, or equivalent, and the immediate supervisor, if any, provided that the written grievance is submitted within sixty (60) calendar days following reasonable knowledge of the facts giving rise to the grievance. The grievance shall be dated and signed by the Employee or the Union representative and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired. Within fourteen (14) calendar days of submission of the written grievance, the supervisor shall meet at a mutually convenient time and place with the Employee and the Union representative(s), if any,

in an attempt to resolve the grievance. The grievance answer shall be sent to the parties, in writing, within fourteen (14) calendar days of the meeting.

3. Step Three:

Grievances not resolved at Step Two may be appealed in writing by the Union to both the Director/Dean, or equivalent, and the designee(s) of the Provost, within fourteen (14) calendar days following issuance of the Step Two answer. Within twenty-one (21) calendar days of receiving timely notification, the designee(s) of the Provost and the Director/Dean shall hold a meeting at a mutually convenient time and place for discussion of the grievance with representatives of the parties. The Provost's and /Director/Dean's designee(s) shall send a written answer to the parties within twenty-one (21) calendar days following this meeting.

4. Expedited Processes:

a. Expedited Process 1:

For grievances that allege discrimination, sexual harassment, or harassment as defined in Article II, Non-Discrimination and Article XVI, Harassment:

- i. A grievance that alleges discrimination, harassment or sexual harassment may be initiated at Step Three provided it is submitted in writing within ninety (90) calendar days following reasonable knowledge of the facts giving rise to the complaint.

ARTICLE X: GRIEVANCE AND ARBITRATION PROCEDURE

- ii. Unless otherwise agreed to by the parties, the designee(s) of the Provost and Director/Dean will hold a Step Three meeting within fourteen (14) calendar days of submission. The meeting may include relevant witnesses as determined by each party.
 - iii. The Step Three written answer shall be sent by the Provost's and Director/Dean's designee(s) within fourteen (14) calendar days following this meeting.
 - iv. If the Union is not satisfied with the written answer, the Union may choose to proceed to arbitration as described in Section F below and shall so inform the Employer in writing within fourteen (14) calendar days of receipt of the Step Three answer.
- b. Expedited Process 2
Grievances involving dismissal under Article XV, Discipline and Dismissal or layoff under Article XXIX: Layoff and Recall, will proceed consistent with the procedures outlined in paragraphs i., ii., and iii. below.
 - i. The grievance must be submitted by the Union at Step Three within forty (40) calendar days of the date of written notice of dismissal or layoff under Articles XV and XXIX, of an Employee resulting in a loss of eligibility for University contributions to health

insurance, and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired.

- ii. The designee(s) of the Provost will hold a Step Three meeting within fourteen (14) calendar days of submission. The meeting may include relevant witnesses as determined by each party.

The Step Three written answer shall be sent by the Provost's and Director/Dean's designee(s) within fourteen (14) calendar days following this meeting.

- iii. If the Union is not satisfied with the written answer at Step Three, the Union may choose to proceed to arbitration and shall so inform the Employer in writing within fourteen (14) calendar days of receipt of the Step Three answer.

Section D. Arbitration

The Union may submit to arbitration a grievance that is not resolved at Step Three provided that the designee(s) of the Provost receives written notice of intent to arbitrate within thirty (30) days following issuance of the Step Three answer except as provided in C.4. above. Such notice shall identify the grievance and the issue(s) and set forth the provisions of the Agreement involved and the remedy desired. Arbitration will proceed according to Sections E. and F.

Section E. Selection of the Arbitrator

The following procedure shall apply to the selection of an arbitrator: Following the written notice to the designee(s) of the Provost, the Employer and the Union shall attempt to select an arbitrator. If the arbitrator is not selected within fourteen (14) days following the receipt of the written notice, the parties may request the American Arbitration Association (AAA) to submit a list of five (5) qualified arbitrators, none of whom may be in the employ of the Employer or the Union. If one (1) of the five (5) arbitrators on the list is not mutually agreeable, the arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as arbitrator.

Section F. Provisions for Arbitration

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

1. Either the Employer or the Union, or both, shall notify the arbitrator of selection and upon acceptance shall forward to the arbitrator a copy of the grievance, the Employer’s response at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the Employer or the Union, as the case may be. If the arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.
2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held on the relevant campus (Ann Arbor, Flint, or Dearborn) unless otherwise agreed by both the Union and the Employer.

ARTICLE X: GRIEVANCE AND ARBITRATION PROCEDURE

Grievances that are University-wide in nature will ordinarily be heard in Ann Arbor.

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

4. Upon request of either the Employer or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator. The Employer and the Union shall have an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.

5. At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests this opportunity.

6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A., submitted to them consistent with this Agreement, and considered by them in accordance with this Agreement.

7. 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.

8. The Employer and the Union shall share the fees and expenses of the arbitrator equally.

9. The expenses of, and the compensation for, each and every witness and representative for either the Employer

ARTICLE X: GRIEVANCE AND ARBITRATION PROCEDURE

or the Union shall be paid by the party producing the witness or having the representative.

10. The arbitrator shall render the decision in writing within thirty (30) days following the hearing.

11. The arbitrator shall not have any authority to substitute their judgment regarding any academic judgment made by the Employer. However, the arbitrator can rule on the impact of such academic judgments to the extent the effects may violate the Employer's obligations under this Agreement.

12. 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 Employer, the Union, and the Employee or Employees involved.

ARTICLE XI
APPOINTMENTS AND ANNUAL REVIEWS

Section A. General Provisions

1. There are twelve titles in the bargaining unit used under this Agreement:
 - a. Assistant Librarian
 - b. Associate Librarian
 - c. Senior Associate Librarian
 - d. Librarian
 - e. Assistant Archivist
 - f. Associate Archivist
 - g. Senior Associate Archivist
 - h. Archivist
 - i. Assistant Curator
 - j. Associate Curator
 - k. Senior Associate Curator
 - l. Curator

2. A candidate for appointment as a Librarian, Archivist, or Curator at any rank shall have a professional background of competence, knowledge, and experience to assure suitability for appointment. Rank at hire is based upon the requirements of the position with due attention to the candidate's demonstrated competence, knowledge, and experience.

Section B. Terms of Appointment

1. Probationary Period
 - a. All new employees will be placed in a probationary period for the first twelve (12) months of their employment, regardless of rank.
 - b. The Employer may provide a written notice to end the appointment for performance reasons at any time during the probationary period.
 - c. The probationary period of an Employee shall not be extended unless the Employee has been excused

ARTICLE XI: APPOINTMENTS AND ANNUAL REVIEWS

- from work for eight (8) or more weeks, for any reason, within the twelve (12) month period. The extension shall not be longer than the absence.
- d. The Employee must receive a written notice of the extension of a probationary period due to absence within seven (7) days of the effective date of the conclusion of the absence. The Employee shall be notified of the new end date of the probationary period within two business (2) days following their return to work.
 - e. An Employee whose status changes from temporary or term appointment to regular shall not serve an additional probationary period upon commencement of the regular position, as long as the appointment is within the same appointing unit.
 - f. Transferring a regular Employee shall not create a new probationary period, as long as the transfer is within the same appointing unit.
 - g. The supervisor shall be responsible for making a reasonable effort to address any concerns with a probationary Employee's quality and quantity of work and applying corrective action prior to the expiration of the probationary period.
2. Every position in the bargaining unit shall be classified as either a term appointment or a regular appointment. Each appointing unit shall make the determination of which classification each position belongs to. The classification will be included in any job posting.
 3. Term Appointments
 - a. Some positions are designated as term. Term Employees are appointed for an initial period of a minimum of one year and may be extended.
 - b. Term appointments shall be limited to a temporary project of defined scope, an externally funded sponsored project, or a

- pilot with a predetermined endpoint, or a limited early career development opportunity or fellowship.
- c. Term positions shall not be used for positions where there is an ongoing or continuing need.
 - d. Term Employees will not exceed 7% of the bargaining unit at any time.
 - e. The Employer shall confirm in writing to all term Employees by the specified deadline one of the following:
 - i. The confirmed end date of the term, OR
 - ii. Confirmation that the position will be renewed as a term appointment (if appropriate), specifying the proposed salary, term length, and end date of the new term, OR
 - iii. Confirmation that the position will be converted to a regular appointment, including proposed salary and start date.

Notice as described above shall be provided no less than four months before the end of the term for one year appointments and no less than six months before the end of the term for appointments greater than one year.

- f. Term Employees are eligible for annual salary increases on the same basis as regular Employees.
- g. Term Employees shall be eligible for promotion.
- h. Years in a term position shall count toward eligibility for promotion in a regular appointment, as long as the term position is

- in the same appointing unit.
- i. Years in a term position may, at the discretion of the appointing unit, count toward eligibility for promotion in a regular appointment, when the regular appointment is in a different appointing unit from the term appointment

Section C. Additional Appointments

1. Employees may be eligible for additional appointments.
2. Prior to assuming an additional appointment outside of the appointing unit, an Employee must obtain the approval of the appointing unit in which they are employed. A reasonable request shall not be denied. Appointing units may establish policies prohibiting and/or limiting overload appointments.
3. If an Employee and the appointing unit agree to reduce the Employee’s appointment when the Employee is appointed in an additional appointment outside of the bargaining unit, the Employee’s duties will be reduced accordingly.

Section D. Annual Reviews

1. Once per year, Employees will submit an annual report according to the specifications provided by the appointing unit’s guidelines. The annual report will identify and summarize the Employee’s performance and achievement relevant to his or her assigned duties during the past year.
2. Appointing units will inform Employees what materials are to be submitted for an annual review.
3. If, based on any annual report, the unit believes improvement is needed in one or more areas, the appointing unit shall provide written feedback on an Employee’s annual report. If serious performance concerns arise during the annual review, the Employer may place the Employee on a performance improvement plan.

ARTICLE XII
PROMOTION OF LIBRARIANS, ARCHIVISTS, AND
CURATORS

Section A. General Conditions

1. Employees' participation in the promotion system is highly encouraged, but voluntary. Choosing not to undergo a promotion shall not prejudice the annual performance appraisal nor be considered in future promotion reviews.
2. Employees shall be eligible for promotion review in rank after five years in their current rank, or earlier with appointing unit approval.

Section B. Promotion Review Committee

1. Promotion cases shall be reviewed within each appointing unit by a Promotion Review Committee (hereafter "PRC") consisting of no fewer than three members who will review and evaluate the promotion case.
2. The appointing unit PRC shall make a recommendation to the dean or director of the unit as to promotion. The dean or director of the Employee's unit shall accept or reject the recommendation.
3. Members of a PRC serve at least a one year term of service. The majority of members of a PRC shall be employees who hold a librarian, archivist, or curator appointment at any effort, excluding courtesy appointments and deans and directors of units. At least one member of a PRC shall be an Employee in the bargaining unit.
4. Faculty members who are not librarians, archivists, or curators may be appointed to a PRC in an advisory and non-voting role in evaluating candidates for promotion, provided they have the appropriate expertise to do so. The number of such advisors shall be limited to two (2).

ARTICLE XII: PROMOTION OF LIBRARIANS, ARCHIVISTS, AND CURATORS

5. Appointing units must provide notice by July 1 to an Employee of the makeup of a PRC in advance of the Employee's promotion review process.

Section C. Timeline

1. July 1: PRC members and alternates are selected by the Employer.
2. August 1: The Employee notifies the appointing unit and the relevant PRC in writing of their intent to pursue promotion. If the Employee wants to request that a PRC member recuse themselves, the request and reason for the request must be made in writing to the PRC along with this notification. A reasonable request for recusal shall not be denied.
3. August 8: PRC notifies the Employee that it has received the promotion request and shares any relevant promotion documentation with the Employee.
4. December 15: The Employee submits their promotion dossier to the PRC.
5. April 1: PRC sends its promotion recommendation in writing to the dean or director of the Employee's appointing unit. The dean or director of the Employee's appointing unit accepts or rejects the recommendation.
6. May 1: The dean or director of the Employee's appointing unit informs the Employee and the Employee's direct supervisor of the decision regarding promotion.
7. June 1: The dean or director of each appointing unit shall announce promotion decisions in their respective units, and the Employer shall provide a list of all promotion decisions to the Union in writing.
8. September 1: All successful promotions take effect.

Section D. Criteria for Promotion in Rank

1. At the time of original appointment each Employee shall be informed that promotion is achieved by attaining expected levels of professional skill and achievement outlined in the promotion guidelines. If, based on a review, the Employee does not meet the criteria for promotion, the promotion will be denied. All appointing units shall use the criteria for promotion outlined below.
2. Promotion will be progressive at each rank and will be evaluated based on evidence of growth and achievement in the following criteria:
 - a. Grasp of discipline methods and the subject matter expertise.
 - b. Ability to work effectively with students, faculty, staff and others in the workplace, including supervision and management ability, if applicable.
 - c. Professional excellence in practice as a librarian, archivist, or curator.
 - d. Demonstration of effective and consistent job performance and contributions to the mission of the appointing unit and the University.
 - e. Quality of service to the unit, campus, and/or community.
 - f. Professional activities or scholarship relevant to the appointing unit.
3. Each unit will provide more detailed guidance in writing to Employees on these criteria. Any changes to that guidance will be provided in writing to Employees by July 1.

Section E. Promotion Review Procedure

1. A thorough assessment of review materials shall be conducted by the appointing unit PRC and a written summary of the evaluation shall be provided to the Employee and placed in the Employee's personnel file.
2. Promotion dossiers shall be limited to the following materials:
 - a. Annual Review materials

ARTICLE XII: PROMOTION OF LIBRARIANS, ARCHIVISTS, AND CURATORS

- b. Curriculum Vita
 - c. Candidate's job description(s)
 - d. 1-2 letters of support written by individuals selected by the candidate and qualified to comment on the candidates work
 - e. Employee statement limited to 5-10 pages reflecting how an Employee's work performed during the period under review demonstrates growth. The statement should reflect on how the Employee has met the criteria set forth above.
 - f. Supervisor statement (reflection)
 - g. Up to five samples of work including brief explanations that provide context for the relevance or importance of the work
3. The appointing unit will inform the Employee which materials are to be submitted by the Employee and which materials will be submitted by the appointing unit.
4. The review committee will make a recommendation to the dean or director of the appointing unit as to promotion. There are two possible outcomes from a promotional review:
- a. Successful completion of the review and promotion in rank.
 - b. Unsuccessful review and Employee remains in current rank.
5. In the event a promotion is denied, the reason for the denial shall be provided to the Employee in writing. The Employee will be eligible to pursue promotion again two (2) years following the unsuccessful promotion review.

Section F. Grievability

Academic judgement in a review is not subject to grievance.

ARTICLE XIII
SALARY

Section A. Minimum Salaries

Effective September 1, 2022, minimum salaries for full-time rates shall be as follows:

Minimum salaries for Assistant, Associate, Senior Associate, and Full LAC positions shall be as follows:

- Minimum Salary for Assistant - \$54,000
- Minimum Salary for Associate - \$62,000
- Minimum Salary for Senior Associate - \$67,000
- Minimum Salary for Full - \$72,000

Effective September 1, 2023, minimum salaries for Full-Time Rates shall be as follows:

- Minimum Salary for Assistant - \$58,000
- Minimum Salary for Associate - \$64,000
- Minimum Salary for Senior Associate - \$68,000
- Minimum Salary for Full - \$73,000

Effective September 1, 2024, minimum salaries for Full-Time Rates shall be as follows:

- Minimum Salary for Assistant - \$61,000
- Minimum Salary for Associate - \$66,000
- Minimum Salary for Senior Associate - \$69,000
- Minimum Salary for Full - \$74,000

Section B. Annual Increases

Following adjustments to the minimum salary:

Effective September 1, 2022, all Employees shall receive an annual increase of two and three-quarters percent (2.75%).

Effective September 1, 2023, all Employees shall receive an annual increase of three percent (3%).

Effective September 1, 2024, all Employees shall receive an annual increase of three percent (3%).

The annual increase shall take effect prior to the equity adjustments.

Section C. Equity Adjustment for Years of Service as a LAC

Effective September 1, 2022, all Employees shall receive a minimum base salary equal to the starting salary for their rank as described in Section A plus an equity adjustment determined by the years of service as a LAC, for those who have a minimum of one (1) year of service.

Years of service as a LAC are determined by counting the years an Employee has been employed as a Librarian, Archivist, or Curator. The Union and Employer agree to meet in Special Conference as set forth in Article VI: Union and Employer Conferences to resolve any issues calculating years of service as a LAC.

Effective September 1, 2022, equity adjustments for years of service as a LAC shall be calculated as follows:

\$500 per year for years 1-4

Effective September 1, 2023, equity adjustment for years of service as a LAC shall be calculated as follows:

\$125 per year for years 5-15

Effective September 1, 2024, equity adjustments for years of service as a LAC shall be calculated as follows:

\$100 per year for years above 15

No Employee's salary shall decrease as a result of any provisions in this Article.

Employees with a full-time rate greater than one hundred thousand dollars (\$100,000) as of August 31, 2022 and whose position is funded entirely with grant dollars and/or indirect cost dollars are ineligible for the equity adjustments during the term of this agreement.

Section D. Promotion-related salary increases

Employees promoted during the term of this agreement shall receive a seven and one half percent (7.5%) salary increase to the title of Associate, Senior Associate, and to the title of Librarian, Archivist, or Curator.

The promotion increase shall be calculated and added following the salary increases as described in Sections B and C of this Article.

Section E. Proration for Non-Full Time Appointments

Employees whose appointments are less than 1.0 FTE shall be paid a salary proportional to their appointment effort as described in this Article.

Section F. Equity Reviews

An Employee may request an equity review. A reasonable request for an equity review shall not be denied. The results of the equity review shall be provided to the Employee and the Union.

Section G. Additional Increases

In addition to increases set forth above, the Employer may increase an Employee's full-time salary based on merit, equity or retention considerations and will provide notice to the Union of such increase.

ARTICLE XIV
BENEFITS

Section A. Benefits Eligibility

1. Employees with a minimum 50% appointment with funding lasting four (4) continuous months or longer shall be eligible for the Group Health Insurance Plan (medical and prescription drugs), Dental Plan, Vision Plan, University and Optional Group Life Insurance Plan, Dependent Life Insurance, Flexible Spending Accounts, and Legal Plan.
2. Employees with a minimum 1% appointment with funding lasting four (4) continuous months or longer shall be eligible for the Basic Retirement Plan. All Employees with a minimum 1% appointment with funding lasting four (4) continuous months or longer shall be eligible for the Supplemental Retirement Plan and 457 (b) Deferred Compensation Plan.
3. Employees with a minimum 50% appointment with funding lasting eight (8) continuous months or longer shall be eligible for the Expanded Long-Term Disability (hereafter “LTD”) Plan or with three (3) years of service and less than a 50% appointment with funding lasting eight (8) continuous months or longer.
4. The Employer shall notify the Employee within thirty (30) days of any change in their benefit eligibility and the process for making changes in benefit enrollment.
5. Pursuant to the Employer’s benefits policy, an Employee’s eligibility for benefits is based on their job group(s), appointment percentage(s), and the length of their appointment(s).

Section B. Health Insurance

1. The Employer’s health insurance benefit plans, including the University contribution to each plan, shall be as provided by the Employer in the same

manner and to the same extent as provided to tenure track and tenured faculty.

2. The Group Health Insurance Plan includes a medical and prescription drug plan and shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty.

Section C. Dental Insurance

1. The Dental Insurance Plan, including the University contribution to the plan, shall be as provided by the University in the same manner and to the same extent as provided to tenure track and tenured faculty.
2. Employees who do not elect to opt out or enroll in a dental insurance plan within thirty (30) days of the eligibility date will be automatically enrolled in the employee only University of Michigan Dental Plan Option I.

Section D. Group Life Insurance

1. 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 tenure track and tenured faculty. The University plan offers \$30,000 of life insurance coverage with the full cost paid by the University.
2. The Optional Life Insurance Plan and Dependent Life Insurance Plan shall be provided in the same manner and to the same extent as provided to tenure track and tenured faculty. The cost of the Optional Group Life Insurance Plan is fully paid by the Employee.

Section E. Retirement Plan

The eligibility to retire (including the age and years of service requirement) and the retirement savings plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty.

Section F. Disability Plan

The LTD Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty.

Section G. Other Benefit Plans

1. Travel Accident Insurance Plan - The Travel Accident Insurance Plan shall be as provided by the Employer in the same manner and to the same extent as provided to tenure track and tenured faculty.
2. The Legal Plan, Flexible Spending Accounts (Health and Dependent Care), and a Vision Plan shall be as provided by the University in the same manner and to the same extent as provided to the tenure track and tenured faculty.

ARTICLE XV
DISCIPLINE AND DISMISSAL

The Employer requires that Employees maintain a standard of performance and conduct that contributes to the continuing excellence and efficient operations of the University. For the purposes of discipline and dismissal, the Employer, in its sole discretion within the limits of Just Cause, will determine whether an Employee's performance, conduct, or behavior meets this standard.

Section A. General Provisions

1. "Discipline" is a written warning, suspension with or without pay, reduction in duties, or reduction in pay for misconduct or unsatisfactory performance.
2. "Dismissal" is the termination of employment, initiated by the Employer, prior to a previously stated appointment end date (if applicable), for misconduct or unsatisfactory performance.
3. Any discipline or dismissal of Employees pursuant to this Article shall be for Just Cause.
4. The parties agree to the concept of progressive discipline when appropriate. In any individual situation, the extent of disciplinary action taken will depend on the facts, including mitigating and aggravating circumstances. The Employer shall follow progressive discipline when appropriate, but there is no requirement that a documented verbal or written warning or reprimand, or a suspension with or without pay precede a discharge, or that a warning or reprimand precede a suspension with or without pay if the facts and circumstances dictate another approach. The following steps may be used in the progressive disciplinary process:
 - a. Documented verbal counseling (optional)
 - b. Written warning
 - c. Reduction in duties and/or suspension
 - d. Termination

Except in cases of gross misconduct, for the purposes of determining the appropriate step of discipline to be issued, the Employer may cite to incidents that are documented appropriately in the Employee's personnel file that have occurred within the last twenty-four (24) months. The Employer may also cite to incidents that have occurred within the last thirty-six (36) months, when those incidents occurred multiple times (e.g., three or more) previously, are related in nature, and documented appropriately.

Discipline or Dismissal actions taken pursuant to this Article are subject to Article X: Grievance and Arbitration Procedure. If an Employee fails to grieve a disciplinary action in a timely manner pursuant to Article X., such Employee is considered to have waived the right to grieve the issue. Termination grievances may be initiated at Step Three of the grievance procedure defined in Article X.

Section B. Remediation Plan

Prior to termination, or the reduction in duties and/or pay or suspension for unsatisfactory performance, the following actions will be taken:

1. The supervisor shall discuss the matter with the Employee, clearly defining the problem(s), articulate the performance expectations and time frames, and, where applicable, identify appropriate resources.
2. If a remediation plan is appropriate, the supervisor, working with the appropriate appointing unit resources, shall provide the Employee with a written remediation plan that sets forth the required areas of improvement and a reasonable time period within which the improvement shall be accomplished.
3. The Employee may request a Union representative to be present.

If the Employee fails to achieve the improvements set forth in B.1. or B.2. above, the Employee may be subject to discipline or dismissal under the provisions of this Article.

Section C. Procedure for Discipline or Dismissal

Prior to termination or reduction in duties or reduction in pay or suspension for unsatisfactory performance, if an Employee fails to achieve the improvements outlined in Section B. above, or in cases of misconduct, the Employer will:

1. Conduct a thorough investigation, and inform the Employee about the investigation.
2. Provide a written “Notice of Intent” to the affected Employee.
3. Send a copy of the notice to the Union.
4. Inform the Employee of the Disciplinary or Dismissal action to be issued, and the effective date of the action.
5. Provide an explanation of the reason for the action.
6. Inform the Employee and Union of the date, time, location and Employer participants of a “Review Conference” to review the issues raised in the Notice of Intent.
7. Inform the Employee that they have the right to Union representation at the Review Conference.

Section D. Review Conference

1. A “Review Conference Committee” will be appointed by the Employer to review issues of misconduct or unsatisfactory performance.
2. In cases of unsatisfactory performance, the Review Conference shall be conducted by a committee including a majority of appointees with knowledge of the Employee’s field of expertise and assigned job duties and responsibilities.
3. At the Review Conference the Employee and/or Union representative shall be entitled to speak on the Employee’s behalf and to provide any supporting documentation. The Employee shall also be allowed no more than two (2) people to speak on their behalf during the conference. If the involved Employee does not

- participate in the Review Conference, the Employer will make a decision based upon available information.
4. Subsequent to the Review Conference and after consideration of the facts, the Review Conference Committee will further review disciplinary options, conduct additional investigation as may be needed, and make a recommendation to the Employer regarding appropriate action.
 5. The Employer will inform the Employee and the Union of its decision in a timely manner.
 6. In the case of misconduct on the part of an Employee, a suspension (i.e., interruption of active employment and removal of the Employee from the workplace), with or without pay, may occur, pending the scheduling of a Review Conference preparatory to a decision about the extent of appropriate disciplinary action, if any, to be taken.
 7. All participants in the Review Conference shall maintain confidentiality of the case under consideration.

Section E. Written Notice of Action

1. In a timely manner as indicated in D.5. above following the Review Conference, a written “Notice of the Result of the Disciplinary Review” and the action being taken, if any, and the effective date of the action will be documented and provided to both the Employee and the Union. This written Notice of the Result of the Disciplinary Review shall include a summary of the reasons for the action being taken.
2. The Employer’s action may not include discipline more severe than that described in the written Notice of Intent; however, the Employer may reduce such discipline without the issuance of a further written Notice of Intent.

ARTICLE XVI
HARASSMENT

Harassment of any Employee shall be prohibited by the Employer and will not be tolerated.

“Harassment” means conduct by a University of Michigan employee or student or a Third Party (as defined in SPG 601.89 Section II.Y) directed toward an Employee that arises from or is related to the Employee’s status or function as an Employee and includes, but is not limited to, repeated or continuing contact that would cause a reasonable individual to suffer emotional distress and that actually causes the Employee to suffer emotional distress.

ARTICLE XVII
WORKSPACES, HEALTH AND SAFETY

Section A. Health and Safety

1. In the interests of Employee health and safety, the Employer will take reasonable measures to provide proper heat, air conditioning, light, acoustics, and ventilation for all Employees and to minimize undesirable conditions and job hazards to which Employees may be subject.
2. The Employer shall provide and distribute information about procedures to be followed in the event of an emergency, and how to request first aid information and supplies if needed.
3. The Employer shall maintain compliance with the established and accepted industry and Employer practices and procedures regarding health and safety, and with recognized and accepted safety standards and protocols. A working condition, procedure, operation, or process will not, for the purposes of this Article, be considered unsafe if the work and the methods, practices, and procedures required to perform it are consistent with the standards described in this section.
4. If an Employee believes an unsafe condition exists, they should report it to an appropriate administrator in the appointing unit, and/or contact the appropriate campus office (e.g., Division of Public Safety and Security, facilities, etc.) if the unsafe condition is urgent. The Employer shall promptly investigate and take measures to ensure the safety of the Employee. During the period of any such investigation by the Employer, the Employee's work assignment will be modified, if necessary, so as not to expose them to the condition. If necessary, the Employer shall place the Employee in an alternative workspace during the investigation and/or until the situation has been resolved, which may include working remotely, where applicable.

5. No Employee will be disciplined for refusing to work in conditions determined by the investigation to be unsafe or for refusing to use equipment determined to be unsafe.
6. No Employee will be disciplined for reporting good-faith concerns about workplace health and safety.
7. Employees shall have access to existing spaces available to faculty or staff for the purposes of expressing breast milk. A list and map of such spaces will be maintained on the Work/Life Resource Center website. If no such space exists in the building(s) in which an Employee works, the Employer shall designate appropriate temporary space(s) in the building(s) for the purpose of expressing breast milk.
8. The Employer shall provide safe and accessible restroom facilities that are reasonably clean and in good working order. The Employer will make reasonable effort to provide at least one gender inclusive restroom in every building in which Employees work. In the event a building does not contain a gender inclusive restroom, the Employer will add gender inclusive restrooms to buildings on campus when new construction occurs in that building.

The parties agree to meet in Special Conference (as set forth in Article VI) to discuss ongoing matters concerning the cleanliness and good working order of restroom facilities.

Section B. Workspaces, Faculty Support, and Equipment

1. All Employees shall be listed in existing appointing unit directories and Employee listings. The information shall include, at a minimum, the Employee's name, title, and contact information (e.g. email, phone number, office address).
2. The Employer shall provide library privileges (such as borrowing privileges) to Employees consistent with privileges provided to other faculty.

3. The Employer shall provide access to facilities, services, and technical support that is reasonably necessary for the Employee to complete their assigned duties and responsibilities, including but not limited to:
 - a. New employee orientation and/or the name and contact information of a person in the appointing unit to whom they may direct questions regarding their appointment;
 - b. Office and appropriate desk space, telephone or equivalent, and voicemail;
 - c. Office furniture, desk, chair, lighting;
 - d. Office supplies;
 - e. A computer that is connected to the internet;
 - f. Secure storage space for physical items;
 - g. Office and instructional equipment;
 - h. Safety equipment and supplies needed to perform their duties;
 - i. Mailbox;
 - j. Photocopying and scanning equipment;
 - k. Email account.
4. Employees who are required to work remotely full-time can request materials and equipment necessary for their work for their remote office. The Employer shall not deny any reasonable request. Employees who choose to and are permitted by their unit to work remotely or work in a hybrid modality will be provided equipment for their on campus office.
5. In the event an Employee has a secondary on campus office location, the Employer will make reasonable efforts to provide equipment for the secondary office location.
6. In the event that an Employee finds their workspace and/or equipment insufficient for their work, they can initiate a request for new equipment or a new workspace through their supervisor or appropriate designee. If a request is denied, the supervisor or other relevant party

shall provide a written explanation to the Employee.

7. An Employee who does not have access to a suitable computer and software to complete their assigned duties and responsibilities can place a request to their supervisor. No reasonable request shall be denied. If granted, the Employer shall supply a University-managed computer with sufficient hardware, software, and security protections that assist the Employee in protecting student, research, or other sensitive data, and allow the Employee to do their work.
8. In the event that an Employee leaves or is dismissed from their position, the Employee must return their assigned computer and other equipment to their appointing unit within a reasonable timeframe.
9. The Employer shall provide ergonomic assessments of Employee workspaces upon request.

ARTICLE XVIII
PERSONNEL RECORDS

Section A.

The Employer will maintain personnel records for each Employee. The records shall include documents pertaining to job performance, professional achievement, and awards. The Employee shall have the right to add material to their personnel record, including but not limited to documentation of service or professional awards, nominations, or achievements.

Section B.

The source of all materials and electronic correspondence received from department chairpersons, administrative officers, or other responsible sources shall be indicated.

Anonymous communications shall not be placed in an Employee's personnel record.

The Employee shall have the right to place in the personnel record a written response to any document contained in their personnel record, and that response shall be attached to the appropriate document.

Section C.

The Employee shall have the right to review their personnel records at a reasonable time and place and in the presence of a designated Employer representative. A representative of the Union may, with the Employee's authorization, accompany the Employee while they review their personnel record.

Section D.

Upon request, the Employer shall provide the Employee with a copy of part or all of their current personnel record, subject to a standard duplication fee.

Section E.

Employer access to personnel records shall be limited to individuals with a legitimate need to know in connection with their University responsibilities.

ARTICLE XIX
PROFESSIONAL DEVELOPMENT

Section A. General Provisions

1. The Employer recognizes that access to, support of, and recognition of participation in professional development activities is vital to the professional and personal growth of Employees, as well as that these activities enhance and strengthen the programs and mission of the University.
2. Professional development activities undertaken by Employees may require financial commitments, at the discretion of the unit, to cover costs related to achieving professional and personal growth, including but not limited to:
 - a. Travel and accommodations including per diem and incidental expenses, as determined by University guidelines
 - b. Relevant professional association membership fees or required dues for scholarly organizations
 - c. Conference registration
 - d. Relevant workshops, webinars, and other trainings
 - e. Relevant training materials
 - f. Fees related to publishing relevant scholarly and creative works
3. Employees shall have access to both discretionary and programmatic professional development opportunities:
 - a. “Programmatic Professional Development” shall be defined as activities or materials that the appointing unit requires as part of an Employee’s job duties and responsibilities, and which the appointing unit determines are fundamental to unit operations.
 - b. “Discretionary Professional Development” shall be defined as activities and materials not required by the Employer, and intended for career growth

and specialized skill development relevant to the position.

Section B. Discretionary Professional Development Funds

1. Discretionary Professional Development funds shall be allocated as follows:
 - a. All Employees shall receive a minimum individual amount of \$300 per fiscal year.
 - b. Additionally, each appointing unit shall maintain a Discretionary Professional Development fund equivalent to \$700 times the number of Employees in the unit as of July 1 of each year.
 - i. Upon request of either party, the parties will meet in Special Conference to discuss any concerns regarding access to sufficient professional development funds for appointing units with five (5) or fewer Employees.
2. Nothing in this Article shall prevent the Employer from granting additional professional development and/or educational opportunities to Employees outside those described in this Article.
3. Decisions about distribution of the shared Discretionary Professional Development fund will be made by the appointing unit's professional development committee, which will include a minimum of one (1) Employee selected by the appointing unit and review applications on at least a quarterly basis. No reasonable request shall be denied. All denials must be provided in writing and specify the reason the funds were not granted.
4. If professional development funds are used to purchase tangible, non-consumable items, those items are University property. If items are no longer needed for University purposes, the University's surplus property policy provides guidelines for disposition (SPG 520.01).
5. If funds are not used within a given fiscal year, the unused amount does not roll over to the subsequent year.
6. Employees may request a PCard.
7. Employees may seek additional sources of funding, the receipt of which shall not decrease their Employer-funded professional development support.

Section C. Programmatic Professional Development Funds

1. Appointing units may require Employees to participate in activities related to programmatic priorities of the Employer. Examples include but are not limited to:
 - a. Travel required by the Employer in support of cooperative/consortial agreements;
 - b. Conference/meeting attendance required by the Employer;
 - c. Training or certifications intended to further appointing unit goals or priorities
 - d. Dues or fees for membership in professional organizations where membership is required by the appointing unit.
2. For such activities that the appointing unit requires of the Employee, those activities will be funded by the Employer outside of the designated individual or shared Discretionary Professional Development funds.

ARTICLE XX
POSTING, HIRING, AND NOTIFICATION

Section A. Posting

1. Posting Procedures
 - a. All appointment opportunities shall be posted on the Employer's Human Resources website. All Employees, including all Employees on layoff, shall be notified of all such appointment opportunities.
 - b. Unless otherwise provided for in this Agreement, all appointment opportunities will be posted as soon as practicable. All such appointment opportunities will be posted for a minimum of ten (10) days. All postings will include:
 - i. the appointment opportunity for which applications are being accepted, including expected rank at hire;
 - ii. a general description of the duties;
 - iii. the duration of the appointment (if applicable);
 - iv. the expected percentage of effort;
 - v. the minimum and desired qualifications and the selection criteria to be used;
 - vi. the deadline for application and the estimated beginning date of the appointment;
 - vii. salary or salary range;
 - viii. the fact that the appointment opportunity as posted is subject to this Agreement.
2. Exceptions to Posting Procedures
 - a. In the event that the Employer intends to recall an Employee from layoff, posting is not required.
 - b. The Employer may fill an open position from the ranks of current or laid off Employees without posting.
 - c. This posting requirement can be waived by the Employer when it would interfere with the need for timely hiring decisions, in unusual circumstances, or if otherwise provided for in this

ARTICLE XX: POSTING, HIRING, AND NOTIFICATION

Agreement. In the event of a waiver, prior to consideration of applicants, the Employer will notify the Union.

Section B. Hiring and Notification

The Employer will provide notification of hiring decisions to all Employees who have applied for the appointment opportunity within fourteen (14) days after it has been filled. Unsuccessful applications will be retained for potential consideration in the event that there are future similar openings.

Upon initial employment, re-employment, or any notification of a change in the terms and conditions of an Employee's appointment, the Employee will receive written notification specifying:

1. Title;
2. Name of appointing unit;
3. Duration of employment;
4. Duration of the probationary period (if applicable);
5. Name of the direct supervisor to whom the Employee reports;
6. Percentage of effort and salary;
7. Information regarding benefit eligibility;
8. A description of the appointment and general responsibilities;
9. The relevant statement required under Article IV, Authorization for Payroll Deduction of Union Dues, as well as the Authorization for Payroll Deduction of Union Dues form.

ARTICLE XXI
WORKLOAD

Section A.

The Employer and the Union agree that at the University of Michigan the establishment of a universal workload standard for appointing units where bargaining unit Employees work is a complicated matter, affected by the nature of the appointing unit and its programs as well as other factors unique to that appointing unit and campus.

Section B.

Each appointing unit shall provide each Employee a job description that includes:

1. Classification, if applicable
2. Appointment type
3. A general description of job duties, functions, and responsibilities
4. An estimated percentage of effort to be allocated to key job duties, functions, or responsibilities

Each new Employee shall receive a job description within thirty (30) days of their date of hire.

Section C.

In the event the Union has a concern regarding an appointing unit's or individual Employee's workload, the Union may request a Special Conference with the Employer to discuss the concern. If the concern is not resolved during the Special Conference process, a grievance may be filed regarding workload that is unreasonable or inconsistent with the percentage of effort assigned.

Section D.

An Employee's FTE shall not be reduced without a corresponding reduction in workload.

Section E.

In times when a bargaining unit position becomes or has previously become vacant, the job duties and responsibilities of that position may be temporarily reassigned to one or more qualified bargaining unit Employee(s) through the following procedure:

1. The immediate supervisor shall meet directly with the Employee(s) and provide:
 - a. The duties the Employee is requested to undertake
 - b. If existing duties will temporarily be reduced, what duties will be reduced
 - c. In the event that no other existing duties have been reduced, the corresponding salary adjustment that shall be equivalent to the percentage of FTE associated with the additional duties and responsibilities
 - d. The anticipated starting and ending dates of the assignment
2. The attendance of a Union representative at this meeting shall be permitted upon request of the Employee(s).
3. No Employee shall be penalized for refusing a request to take on additional job duties that increases their FTE effort on a regular basis that are the result of a vacancy.
4. The immediate supervisor shall support and regularly check-in with the Employee while the Employee is undertaking these duties.
5. In the event a temporary reassignment of duties that increases assigned effort to an Employee exceeds one-hundred eighty (180) days the Employee may request a Special Conference to discuss the circumstances.

ARTICLE XXII
CONFLICT OF INTEREST/CONFLICT OF COMMITMENT

As members of the faculty of the University of Michigan, Employees are to act with honesty, integrity, and in the best interest of the University when performing their duties, and to abide by the highest standards of educational, professional, and fiscal conduct. The expectations regarding conflict of interest and conflict of commitment are set forth in Standard Practice Guide 201.65-1, Regents' By-Law Section 5.12, related University policies and procedures, and conflict of interest and conflict of commitment unit implementation policies for faculty ("unit implementation policies").

In the event the Union has a concern regarding the applicability of a particular provision of a unit implementation policy to Employees, the Union will notify the Employer, in writing, of the concern. The parties will meet in Special Conference to resolve the concern.

While each unit implementation policy may contain elements unique to the particular unit, the following provisions will apply to all appointing unit implementation policies:

Section A. Conflict of Interest

1. In the event of an inconsistency between a unit implementation policy and this Agreement, this Agreement will prevail.
2. The grievance and arbitration procedure set forth in Article X, Grievance and Arbitration Procedure, of the Agreement shall apply to all disputes involving a decision made under a unit implementation policy.
3. A potential conflict of interest exists whenever personal, professional, commercial, or financial interests or activities outside of the University have the possibility (either in actuality or in appearance) of (1) compromising an Employee's judgment; (2) biasing the nature or direction of scholarly research; (3) influencing an Employee's decision or behavior with respect to teaching and student affairs, appointments and promotions, uses of University resources, interactions with human subjects, or other matters of interest to the University; or (4) resulting in a personal or family member's gain or advancement at

the expense of the University. For purposes of subsection (4), family members include spouses, domestic partners, and dependents.

Section B. Conflicts of Commitment

1. A potential conflict of commitment exists when an Employee's external relationships or activities have the possibility (either in actuality or in appearance) of interfering or competing with the University's educational, research, or service missions, or with that individual's ability or willingness to perform the full range of responsibilities associated with their position.
2. The basis for judging whether a conflict of commitment exists will be whether or not the Employee is satisfactorily fulfilling their previously assigned responsibilities. In the event an Employee accepts new responsibilities with the Employer that create a potential conflict of commitment, the appointing unit will develop a conflict management plan in consultation with the Employee.
3. An Employee must disclose an actual or potential conflict of commitment.
4. If the unit has a reasonable belief that an Employee's outside employment or other external unpaid obligations are negatively affecting the Employee's performance of their obligations to the University, or are interfering with the Employee's availability to perform their assigned duties, the appointing unit may require the Employee to remedy the situation. Failure on the part of the Employee to remedy the situation may be cause for Discipline or Dismissal in accordance with Article XV: Discipline and Dismissal.

Section C.

All actual and potential conflicts of interest or commitment must be disclosed to a designated University official; evaluated; and, if found to be significant, eliminated, or managed as follows: When an Employee has disclosed a potential conflict of interest or conflict of commitment, and the appropriate dean, director, supervisor, or conflict of interest committee has determined that a conflict exists, the appropriately designated University official or body will also determine whether further management or elimination of the conflict is required. If required, that official or

ARTICLE XXII: CONFLICT OF INTEREST/CONFLICT OF COMMITMENT

body will develop a plan in consultation with the Employee, and the Employee must abide by the terms of the plan.

ARTICLE XXIII
MEDICAL AND FAMILY LEAVES

Section A. Paid Maternity/Childbirth and Parental Leave

Paid Maternity/Childbirth and Parental Leaves shall apply to Employees in accordance with SPG 201.30-6, to the same extent as it is applied to tenure-track and tenured faculty. In the event the Employer proposes to make significant changes to SPG 201.30-6, the Employer will provide notice to the Union no later than 90-days prior to the effective date of the change, and upon request, the Employer will engage in impact bargaining with the Union.

Employees are entitled to all eligible salary increases and promotions that occur during the leave.

Section B. Short-Term and Extended Sick Leaves

1. Employees incapacitated by illness or injury are eligible to receive sick pay.
2. Upon hire, Employees are eligible to receive sick leave income for up to three calendar weeks per year for the following reasons:
 - a. During incapacity due to illness or injury
 - b. Preventative care
 - c. In order to care for a family member whose condition meets the eligibility criteria included in this Article including care for a family member who loses time from regular work because of incapacity caused or contributed to by pregnancy, miscarriage, abortion, or childbirth.
 - d. Sick leave income is also available for Employees who are not eligible for paid parental leave, and who are unable to work because they are bonding with their newly born, newly adopted, or newly fostered child. Those Employees ineligible for parental leave (less than six months service) may use sick leave income for bonding during the year following the child's birth or arrival in the home.
 - e. Domestic violence or sexual assault

3. Employees with one year of service are eligible to receive extended sick leave pay due to incapacity or illness beyond the three weeks Short-Term sick pay.
4. Employees with one year of service are eligible for Extended Sick time pay up to a maximum of six (6) months at full pay plus six (6) months at half pay.
5. If an Employee becomes incapacitated on two or more occasions, the amount of sick leave income available to them for the second or subsequent incapacity is the amount of sick leave income for which the faculty member is eligible as described above minus any sick leave the Employee used during the five years before the date on which the Employee becomes incapacitated.
6. Extended Sick time pay starts with the first day of a qualifying illness or injury and is available when the following conditions are met:
 - a. The Employee is absent due to a serious and/or chronic disabling illness or injury in excess of 10 consecutive working days.
 - b. Acceptable supporting documentation from a physician has been received by Work Connections or the appointing unit.
7. Extended sick time leave may be taken as a single, continuous block of time or intermittently during the duration of the illness or injury. The Employee and the appointing unit will work together to determine an appropriate schedule that makes every effort to accommodate the needs of both the Employee and the operations of the appointing unit.
8. After taking Extended Sick Leave, Employees will resume active employment in the same or similar position.
9. Employees are entitled to all salary increases that occur during the leave.

Section C. Bereavement Leave

In the case of death in an Employee's Immediate Family, the Employer shall provide three (3) days paid time off work for the Employee. If there are extenuating circumstances, such as travel, an additional two (2) consecutive days may be granted and paid.

ARTICLE XXIII: MEDICAL AND FAMILY LEAVES

If additional time is needed, accrued vacation time or excused absence without pay may be requested. Reasonable requests shall not be denied.

When death of an Immediate Family member occurs while an Employee is on a scheduled vacation, the Employee's vacation will be converted to bereavement leave for the period of time for which the Employee would have otherwise qualified.

The "Immediate Family" consists of an Employee's spouse or Other Qualified Adult; the child, parent, grandparent, grandchild, sibling (or the spouse of any of them), of either the Employee or the Employee's spouse/Other Qualified Adult; or any other person living in the Employee's household.

ARTICLE XXIV
UNPAID LEAVES OF ABSENCE

Section A. General Provisions

1. Leaves of absence are without compensation by the Employer.
2. Unpaid leaves of absence are available only for non-probationary Employees, with the exception of military service, medical, medical/childcare, and child care leaves, which are available to probationary Employees. Upon return to work, the Employee will serve the balance of their probationary period.
3. All provisions of this Article will be interpreted to be consistent with the Family and Medical Leave Act of 1993 and the Employer's FMLA policy: <http://hr.umich.edu/tutorials/FMLA/index.html>. The Employer shall 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 of 1993 (hereafter "FMLA").
4. For any leave of absence, or portion thereof, that is not covered by FMLA, the Employee retains eligibility for participation in the Employer's health, dental, and vision coverage, but the Employer does not contribute to maintain the Employee's coverage.
5. **Vacation:** Vacation does not accrue while an Employee is on a leave of absence.
6. **Length of service:** Length of service, which is calculated from an Employee's latest date of regular employment, continues to accrue during a leave of absence. If, however, the Employee does not return to work, the last day worked will be considered the day of resignation (the last day of the leave) for purposes of determining eligibility to retire or for disability plan purposes.
7. **Extending a leave of absence:** Employees may be eligible for an extension of a leave of absence in unusual circumstances, 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 Resource office at least 45 days before the leave of absence expires.

8. **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 Employer.
9. **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 will be considered a resignation 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 resignation for purposes of determining eligibility for retirement or for Disability Plan benefits.
10. **Outside Employment:** Employment outside the University while on a leave of absence is cause for termination of University employment unless the Academic Human Resources office approves the employment in advance, or the employment is for government service or military service.
11. **Denials:** If a request for an unpaid leave of absence is denied, the justification for the denial shall be provided to the Employee in writing.
12. **Return to Work**
 - a. Return to work at the conclusion of a leave of absence will normally be at the appointment held prior to the beginning of the leave unless the circumstances of the Employer have changed, making this unreasonable.
 - b. An Employee returning from a Child Care, Medical, or Family Care leave of absence which has not exceeded twelve weeks will be returned to their former appointment or equivalent.
 - c. Return from military service leaves will be accomplished in a manner consistent with the Employer's obligations under the federal

Uniformed Services Employment and
Reemployment Rights Act (USERRA).

Section B. Non-discretionary Leaves of Absence

1. Medical Leave

- a. **Eligibility:** An Employee is medically unable to work due to personal illness, injury, or pregnancy. To be eligible for a medical leave, acceptable supporting documentation from a physician has been received by Work Connections or the employing unit.
- b. **Use of Paid Time:** An Employee must use all available sick time prior to the start of the leave of absence. Exceptions: (1) An Employee covered by Workers' Compensation may, but is not required to, use all available Sick Time prior to the start of a medical leave of absence; or (2) An Employee off work because of an injury (ex. automobile accident) covered by an outside insurance policy that reimburses lost salary may, but is not required to use extended sick time pay to the start of a medical leave of absence.
- c. **Approval:** May be granted when the Employee provides medical documentation acceptable to the Employer that specifies the diagnosis necessitating the Leave, the date it began, and the probable duration of leave required.
- d. **Work Connections** - When an Employee is absent from work due to illness for more than 10 consecutive work days (2 work weeks), the case must be referred to Work Connections. Either the Employee's appointing unit may make the referral, or the Employee may self-refer. Work Connections will coordinate communication and documentation regarding all medical aspects of the case with the Employee, physicians, and the appointing unit (when possible). It remains the Employee's responsibility to communicate with

their appointing unit regarding their employment status, leave of absence, and FMLA requests, reporting of vacation pay and Extended Sick Time and return to work.

- e. **Maximum Duration:** One calendar year. For probationary Employees, the maximum duration is twelve weeks.
- f. **Return to Work:** An Employee returning from a medical leave of absence must be placed in the same or equivalent position within the Employee’s unit or organizational group. Placement is the responsibility of the Employee’s unit or organizational group. “Equivalent position” as defined in SPG 201.30, III.B.
- g. **Return to Work:** The Employee must provide medical documentation acceptable to the Employer that contains a release to return to work, noting any work restrictions. Before an Employee is returned to work, the Employer may require, without cost to the Employee, that a physician or physicians of its choosing examine the Employee and provide evidence of the Employee’s ability to return to work

2. Child Care Leave

- a. **Eligibility:** Within the twelve (12) month period following the birth of the Employee’s child or the Employee’s adoption or assumption of foster care placement of a child or legal guardianship for a minor under the age of six (6), or a disabled child under the age of twelve (12), an Employee, upon written request, shall be granted a Child Care Leave of Absence. Time spent on a Child Care Leave of Absence may be counted as part of leave available under the Family and Medical Leave Act.
- b. **Use of Paid Time:** Employee who gave birth must use: (1) Paid childbirth leave, vacation pay

and/or sick pay until medically able to return to work or until all available and applicable paid time is exhausted, and (2) Paid parental leave, and all available sick pay or vacation pay prior to the start of the leave of absence. All other Employees following the birth of the Employee's child, adoption, foster care placement, or legal guardianship of a child must exhaust paid parental leave, all available sick pay and/or vacation pay prior to the start of the leave of absence.

- c. **Approval:** Granted when the Employee provides documentation acceptable to the Employer.
 - d. **Maximum Duration:** One calendar year from the child's date of birth, adoption, foster care placement, or legal guardianship of a child (as set forth above). For probationary Employees, the maximum duration is six weeks.
3. Family Care/FMLA Leave
- a. **Eligibility:** The Employee meets the eligibility requirements of the FMLA and is needed to care for a family member with a serious health condition. This leave includes care of a covered service member as set forth under FMLA.
 - b. **Use of Paid Time:** The Employee chooses the amount of sick pay and/or vacation pay, if any, to be used prior to the start of the leave of absence.
 - c. **Approval:** Granted when the Employee provides documentation acceptable to the University.
 - d. **Maximum Duration:** Exhaustion of the Employee's available time under the FMLA.
4. Military Service Leave
- a. **Eligibility:** Available to an Employee upon hire. Employee is called to perform duty on a voluntary or involuntary basis in any branch of the Armed Forces, 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, as provided for under federal and state law.

- b. **Use of Paid Time:** Employee chooses the amount of vacation pay, if any, to be used prior to the start of the leave of absence.
- c. **Approval:** Granted when the Employee provides documentation acceptable to the Employer.
- d. **Maximum Duration:** As set forth under federal and state law.

5. Government Service Leave

- a. **Eligibility:** Available to an Employee with at least one year of continuous service who is elected to a full-time public political office, except that of Michigan state legislator, or who is appointed to a full-time office of a policymaking nature or one of significant responsibility such as head of or assistant to the head of an office, department, or branch of the federal, state, or local government.
- b. **Use of Paid Time:** The Employee must use all available vacation pay prior to the start of the leave of absence.
- c. **Approval:** Granted when the Employee provides documentation acceptable to the Employer.
- d. **Maximum Duration:** One term of office, or one year of service if no term of office is specified. Renewable at the discretion of the Employer for additional terms of office, if no term is specified, on an annual basis.

Section C. Discretionary Leaves of Absence

1. Educational Leave

- a. **Eligibility:** The Employee has at least one year of continuous service, and is enrolled in a full-time, accredited educational program. The educational program must be directly related to the Employee's current position or a University

position to which the Employee may reasonably aspire.

- b. **Use of Paid Time:** The Employee is not required to use any available vacation pay.
 - c. **Approval:** Granted at the discretion of the Employee's appointing unit with the approval of the appropriate University Human Resources office. The Employee must provide evidence acceptable to the Employer of full-time enrollment in an accredited educational program.
 - d. **Maximum Duration:** Approved for periods of a maximum of one calendar year in length, up to a maximum total duration of four calendar years.
2. Scholarly Leave
- a. **Eligibility:** An Employee may, at the discretion of the Employer, be granted a Scholarly Leave to pursue scholarly or other creative endeavors.
 - b. **Use of Paid Time:** The Employee is not required to use any vacation pay.
 - c. **Maximum Duration:** One calendar year.
3. Personal Leave
- a. **Eligibility:** An Employee requests a leave of absence that does not meet the eligibility requirements of a non-discretionary leave of absence, educational or scholarly leave of absence.
 - b. **Use of Paid Time:** The Employee is not required to use any vacation pay.
 - c. **Approval:** Granted at the discretion of the Employee's appointing unit with the approval of the appropriate University Human Resources office.
 - d. **Maximum Duration:** One calendar year.

ARTICLE XXV
VACATION

Section A. General Provisions

The scheduling of vacation time must be approved by the Employee’s supervisor.

Section B. Regulations and Definitions

1. Accrual: Employees accrue paid vacation at the rate of two days per month beginning with the date of employment, prorated to appointment effort in the bargaining unit. Employees shall accrue their monthly vacation allotments on the first day of the month.
2. Employees who hold less than a 20% appointment and are regularly scheduled to work less than 8 hours per week do not accrue paid vacation.
3. Vacation time shall accrue during time worked and also during absences covered by short-term sick time, paid parental leave, and vacation.
4. Vacation time is available for use during the calendar month in which it is accrued.
5. Employees may accumulate unused vacation up to a maximum of twice the Employee’s annual accrual rate.
6. Vacation accrual for partial calendar months of employment is calculated on the basis upon the day of the calendar month on which the event occurs according to the following table:

Day of Calendar Month	Start of Employment or Return from Leave	End of Employment or Start of Leave
1 through 10	100% accrual	No accrual
11 through 20	50% accrual	50% accrual
21 through end of month	No accrual	100% accrual

7. Except as provided in Section B.6. above, Employees do not accrue paid vacation time, while receiving extended sick time pay, paid maternity (childbirth) leave, during a leave of absence without pay, or during any calendar month in which an absence without pay is recorded for fifteen or more working days.
8. During any calendar month in which an Employee is absent without pay for more than seven work days but less than fifteen work days, vacation time accrues at the rate of fifty percent of the normal rate.

Section C. Scheduling

1. Each appointing unit at the University is responsible for managing vacation schedules so as not to interfere with the operations of the appointing unit and so that all Employees who choose to do so are able to use their annual vacation allotment during the same year in which they accrue it. However, appointing units shall also make every effort to satisfy individual preferences for vacation dates.
2. In addition, appointing units that experience “slack” or “down” periods may require Employees to take their vacations during these times. When practicable, appointing units should inform in advance Employees who may be required to take vacation during slack times.

Section D. Compensation during Paid Vacation Time

Employees will receive their regular compensation while taking vacation time. The rate of pay will be their regular rate at the time of absence, multiplied by the number of hours of accrued paid vacation time scheduled and used.

Section E. Pay in Lieu of Vacation

1. The Employer pays compensation for accrued vacation time only when the Employee is actually absent

from work, except under the circumstances described below:

- a. Upon Retirement
 - b. Start of a military leave of absence
 - c. Termination for any cause
 - d. Quitting without notice
 - e. Resignation
 - f. Death
 - g. Layoff
2. Reduction in hours (fraction) or appointment: If the hours (fraction) of an appointment are reduced, payment is made for all accrued vacation hours in excess of the maximum accrual eligibility for the reduced appointment.
 3. The Employer may not grant vacation time prior to the calendar month in which the Employee accrues it or pay compensation in lieu of vacation except where noted in this Article.

Section F. Holiday

When a University holiday falls during a scheduled period of vacation, the Employer will not charge the date of the holiday as vacation time, unless it is one for which an Employee has substituted a day of more significance in lieu of a prescribed University holiday, in which case the Employee may choose to report the University's designated holiday as vacation or excused absence without pay. See Article XXVII: Holidays/Season Days/Emergency Closures, Section A. Holidays.

Section G. Use for Sick Time

An Employee who is absent from work after having exhausted their allotted short term sick time pay, and has not met the eligibility requirements for extended sick time pay, will, by default, be paid out of their vacation accrual if any is available. At the Employee's request, excused absence without pay may be considered during that period.

Section H. Calculating Attendance and Absence

All Employees must report their non-productive time (absences from normal work schedule), but do not need to report hours worked. Employees will follow the appointing unit's practice of reporting vacation time. Employees should not accumulate and consolidate short absences to report at a later date.

Section I. Vacation Benefits – Phased Retirement

1. Employees who are participating in Phased Retirement by reducing their hours of appointment will be paid for all accrued vacation in excess of the maximum accrual eligibility for the reduced appointment. The Employer will issue payment at the beginning of the period of Phased Retirement.
2. Employees who are participating in Phased Retirement by taking a Leave of Absence for a fixed period of time will maintain vacation hours accrued, but not to exceed the maximum eligibility. Vacation hours do not accrue during such a leave.

Section J. Long-Term Disability Plan

To be eligible for Long Term Disability Benefits, Employees must first exhaust their accrued vacation time, which will not be paid in a lump sum.

ARTICLE XXVI: JURY AND WITNESS PAY

**ARTICLE XXVI
JURY AND WITNESS PAY**

Employees shall be excused from work and shall not sustain loss of their regular compensation or any loss of their fringe benefits 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 Employer. This does not apply to any Employee who is a plaintiff in the matter in which they are testifying.

ARTICLE XXVII
HOLIDAYS/SEASON DAYS/EMERGENCY CLOSURES

Section A. Holidays

Employees shall be granted time off work without loss of compensation for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day following Thanksgiving
- Christmas Day

Holidays will be observed on the calendar day on which each falls except that holidays falling on Sunday will be observed on the following Monday, and holidays falling on Saturday will be observed on the preceding Friday.

Because other days may be of more significance than a University-designated holiday, an Employee may request approval to substitute up to three (3) holidays of their choice for any three (3) university holidays. Written requests for substitution(s) for the upcoming fiscal year must be submitted to the Employee's immediate supervisor on or before July 1.

Section B. Season Days

Employees are granted time off without loss of their regular compensation on the four (4) working days that fall between the Employer-observed holidays of Christmas Day and New Year's Day.

Section C. Emergency and Other Building Closures

Appointing units will inform non-critical Employees what duties are required during short term appointing unit closures, resulting from officially declared inclement weather periods, other short-term emergencies, or in the event the building is closed to Employees for other reasons. Employees shall

ARTICLE XXVII: HOLIDAYS/SEASON DAYS/EMERGENCY CLOSURES

be permitted to work remotely, or may request to take a vacation day, and the pay of Employees shall be continued in these circumstances.

ARTICLE XXVIII
ACADEMIC RIGHTS AND RESPONSIBILITIES

Section A. General Conditions

Librarians, Archivists, and Curators hold academic appointments, and are faculty at the University. As such, they fulfill important educational, research, and service roles within the University.

Section B. Academic Freedom

1. Employees shall enjoy the full rights of academic freedom, and such rights will extend to Employees no less than they extend to other faculty at the University.
2. The Employer shall not take disciplinary or limiting action against an Employee for exercising their academic freedom.

Section C. Educational, Research, and Service Activities

1. As members of the faculty, Employees engage in appropriate educational, research, and service activities in the course of their work, in alignment with appointing unit expectations associated with each position.
2. Educational, research, and service activities include (but are not limited to) teaching professional workshops or symposia, delivering presentations, conducting research, producing scholarly works, and engaging in professional or scholarly service.
3. The Employer shall make reasonable efforts to support such activities set forth in C.1 and C.2 above.
4. The parties acknowledge and agree that the current University policy, SPG 601.28 “Who Holds Copyright at or in Affiliation with the University of Michigan,” continues to apply to Employees under this agreement.

Section D. Principal Investigators

1. In the course of their work, Employees may seek funding via Sponsored Projects, if approved by the dean or director of the appointing unit.

ARTICLE XXVIII: ACADEMIC RIGHTS AND RESPONSIBILITIES

2. Employees are eligible to serve as Principal Investigators (“PIs”) for Sponsored Projects, if approved by the dean or director of the appointing unit.
3. Employees are eligible to serve as both the U-M PI and the Sponsor PI whenever appropriate, if approved by the dean or director of the appointing unit.
4. If a request is denied, the justification shall be issued in writing.

ARTICLE XXIX
LAYOFF AND RECALL

Section A. General Provisions

1. Layoff is an involuntary separation from employment or a reduction of appointment due to lack of funding, programmatic change, or lack of work.
2. Order of Layoff:
 - a. The order of layoff for Employees within each specific appointing unit will be based on expertise, ability, and performance relevant to the assignment in question.
 - b. When there is no substantial difference in expertise, ability, and performance relevant to the assignment in question, layoff will be based on seniority.
 - c. Probationary Employees will be terminated before regular Employees are laid off, providing that those remaining have the expertise, ability, and performance relevant to the assignment in question to perform the work.
3. Expertise, ability, and performance relevant to the assignment in question will be assessed based on a review of relevant factors which may include, but are not limited to:
 - a. Employee's experience in the work in question, or closely related work;
 - b. Command of the subject matter;
 - c. Currency in the subject matter;
 - d. Relevant education, training, and experience.
4. Seniority is a number calculated as the sum total of years of service that the Employee in the appointing unit has worked as a Librarian, Archivist, or Curator.
 - a. The Employer shall calculate and maintain a record of the seniority for each Employee,

including those on layoff. Furthermore, the Employer shall provide the Union and each unit with an updated electronic list of said Employees and their seniority on August 15th of each academic year.

5. The provisions of this policy are not to be used to remove an Employee if the sole cause is either misconduct or performance issues (see Article XV: Discipline and Dismissal).

Section B. Notification of Layoff of Regular Employees

1. An Employee who is designated for layoff must be given written notice as soon as practicable, but not less than sixty (60) calendar days prior to layoff.
2. When the Employer notifies the Employee of the layoff, the Employer shall, in a timely manner, provide to the Union a copy of the written notice of layoff provided to the Employee pursuant to Section B.1. above.
3. An appointing unit may choose to provide payment in lieu of notice equivalent to the regular compensation the Employee would have received if the Employee had been required to work during the notice period for which the Employee is eligible.
4. When the Employer notifies the Employee of the layoff, the Employer will provide access to information regarding benefits information, services and resources for Employees on layoff, including internal and external resources to aid with searching for a new position including opportunities outside of the bargaining unit.

Section C. Duration of Layoff

1. The duration of layoff is a period equivalent to the Employee's length of service up to a maximum of 12 months.
2. An Employee who is laid off who has not been re-employed within the 12 month period will be terminated.

Section D. Recall

1. An Employee laid off from a position under the provisions of this policy will be recalled to the position before new Employees are hired, for the position provided:
 - a. The recall occurs within the 12 months set forth in Section C above.
 - b. The Employee has retained the ability to perform the work.
2. The order of recall within each appointing unit shall be based on expertise, ability, and performance relevant to the assignment in question.
3. When there is no substantial difference in expertise, ability, and performance relevant to the assignment in question, recall will be based on seniority.
4. An Employee on layoff status who doesn't respond within fourteen (14) calendar days of a notice regarding a recall to work will be terminated.

Section E. Benefits and Leave Rights during Layoff

1. Benefits
 - a. Employees placed on layoff status will have the same access to general University facilities as Employees not on layoff. For example, Employees may visit and use libraries with regular borrowing privileges, including museums, galleries, and special collections. Employees may participate in campus parking, recreational sport facilities, and obtain athletic tickets after meeting specific fee requirements. Additionally, Employees on layoff may have full use of the bus and email systems.
 - b. An Employee may continue life, health, and dental insurance coverage until the end of the

12th month following the month the layoff became effective, provided the Employee remits payment of the full premium in advance as prescribed by the Employer.

- c. An Employee may continue health and dental coverage in accordance with their rights under COBRA until the end of the 18th month following the month the layoff became effective, provided the Employee remits payment of the full premium in advance as set forth by the Employer. It is the responsibility of the Employee to contact the Benefits Office prior to the layoff to make arrangements for continuation of benefits.

2. Sick Time

- a. An Employee who is laid off will retain any unused sick time but will not be able to use sick time during the period of layoff.
- b. An Employee who accepts a reduced appointment and who is otherwise eligible for sick time benefits may use sick time in proportion to their new appointment fraction.

3. Vacation

- a. Accrued vacation will be paid by the Employer at the time of layoff. Vacation will not accrue during the period of layoff.

ARTICLE XXX
PARKING AND BUS PASSES

Employees may purchase staff-paid parking permits consistent with the rules and regulations regarding Parking. Employees on the Ann Arbor campus can use their valid MCard for free, unlimited use of the Ann Arbor Area Transportation Authority's fixed-route buses.

ARTICLE XXXI
ACCESSIBILITY AND ACCOMMODATIONS

Section A. Accessibility

1. All Employees will be covered by the policies set forth by SPG 201.84 “EEO Affirmative Action Policy for Individuals with Disabilities,” the Americans with Disabilities Act (ADA), and other applicable federal and state laws.
2. The Employer shall include in job postings and appointment letters a statement that the Employer complies with the ADA and will also include contact information for the Administrative Designee for the appointing unit.
3. The Employer shall provide reasonable accommodations to ensure Employees with disabilities have access to accessible work environments.
4. The Employer shall hold meetings, trainings, and other work-related events in ADA-compliant accessible spaces when possible and/or will provide reasonable accommodations in order to allow participation of all Employees.

Section B. Accommodations

1. Administrative Designees
 - a. Each unit will designate an administrative contact (“Administrative Designee”) who is responsible for communicating with necessary parties about Employee accommodation requests.
 - b. Each campus shall provide a list of the Administrative Designees in each appointing unit. This list shall be provided to the Union.
 - c. The Employer shall provide guidance and training to Administrative Designees as needed about ADA compliance.
2. Accommodations Procedure and Disclosure of Medical Documentation
 - a. The accommodations process may involve discussion and consultation with the Employee’s

- immediate supervisor and/or other appropriate administrators within the appointing unit.
- b. An Employee does not need to disclose their medical condition or impairment in order to request the accommodation. However, the Employee may be required to disclose the relevant impairment and/or medical condition to the Administrative Designee as necessary to process an accommodation request. The Administrative Designee may disclose such an impairment and/or medical condition to the immediate supervisor or appointing unit administrators only to further the interactive process. In this event, the Employee will be informed prior to the disclosure.
 - c. Medical documentation may also be needed during the accommodations process. Should medical documentation be needed during the accommodations process and the Employee has not had an absence from work due to illness or disability and has not submitted medical documentation to the Work Connections office, the Employee will submit medical records to the ADA coordinator in the Equity, Civil Rights and Title IX Office (ECRT). The ADA coordinator will maintain the medical records and provide information needed during the interactive process to the Administrative Designee, the immediate supervisor and/or the appropriate administrators whose duties include the coordination and/or management of appointments within the appointing unit. The ADA coordinator may disclose medical documentation to the Administrative Designee and to the supervisor only to further the interactive process. In this event, the Employee will be informed prior to the disclosure.
 - d. If an Employee has already submitted medical documentation to the Work Connections office as a result of an absence from work due to illness

or disability, Work Connections will maintain the medical records and provide information needed during the interactive process to the Administrative Designee, the supervisor and/or the appropriate appointing unit administrators whose duties include the coordination and/or management of Employee appointments within the appointing unit. Work Connections may disclose medical documentation to the Administrative Designee and to the supervisor only to further the interactive process. In this event, the Employee will be informed prior to the disclosure.

3. The Employer may require only that documentation needed to establish that an Employee has a disability, and that the disability necessitates a reasonable accommodation. Requesting an accommodation:
 - a. The Employee seeking a disability accommodation may make the request in writing either to their supervisor or to the Administrative Designee. Accommodation requests may be made at any point during (or preceding) the term of employment.
 - b. At the request of either the supervisor or the Employee, the appointing unit's Administrative Designee may also participate during the accommodation process.
 - c. Following receipt of the Employee's request for an accommodation, the Administrative Designee or supervisor will initiate the interactive process with the Employee. The interactive process may involve, in addition to the Employee, the Administrative Designee, the supervisor, and/or appropriate unit administrators. The Employee may request Union representation at any meetings during the interactive process. At the conclusion of that process, the Administrative Designee will provide the Employee written notice as soon as possible (e.g. via email)

whether the accommodation will be implemented.

- d. If the accommodation request is granted, the administrative designee will facilitate the steps required to implement the accommodation, as needed.
- e. If an accommodation request is denied due to the nature of the accommodation requested, the supervisor and the Administrative Designee will make a reasonable effort, as part of the interactive process and in cooperation with the Employee, to determine whether an equally effective reasonable accommodation is available.
- f. If the accommodation request is denied, the Administrative Designee will notify the Employee in writing, and provide the Employee with the reason for the denial in a timely manner.

ARTICLE XXXII
PRINTING AND DISTRIBUTION OF THE AGREEMENT

The Employer and the Union will share the cost of printing fifty (50) copies of this Agreement. This supply will be shared equally between the Employer and the Union. Further, the Employer shall notify each Employee and the Union's officers by email of the availability of the Agreement electronically on a designated Employer website within thirty (30) calendar days of receipt of the printed copies of the Agreement. The Employer will also notify appointing units and supervisors of the availability of the Agreement electronically.

ARTICLE XXXIII
WORK SCHEDULES AND LOCATIONS

Section A. General Conditions

1. The parties recognize that the work schedule, location, manner of work, and options for flexibility in those areas are important to the Employee as well as the Employer and the faculty, students and community members who utilize the services and expertise that are provided by the bargaining unit Employees. As salaried, exempt professionals, Employees possess expertise, judgment and discretion in the course of accomplishing their work.
2. The appointing units in which the Employees work include areas with varying schedules to accommodate students as well as faculty, staff, and the community. Because of the unique nature of the work done by the Employees, business hours may include those that are outside the typical appointing unit standard/operations. Each Employee shall be responsible to work with the appointing unit to establish their regular schedule based upon the needs of the appointing unit and the services provided.

Section B. Flexible Work Arrangements

1. When scheduling needs routinely depart from regular business hours, Employees may request a flexible work arrangement including but not limited to changing schedules, and location of work.
2. Employees should request this arrangement according to local appointing unit procedures or practices. The Employer is supportive of flexible work arrangements when the arrangements meet the objectives of the University, needs of the appointing unit, and service provided, as well as the Employee's needs.

3. Denials of written requests for flexible work arrangements shall be in writing and shall include reason(s) for the denial, which shall not be arbitrary or capricious.

Section C. Full-time Remote Work Arrangements

1. If an Employee requests fully remote employment, and the Employer determines that the duties of a position can be entirely performed in a location outside of a designated University of Michigan workspace, the terms and conditions will be established in writing.
2. A request may be denied in writing for any reason, including if the remote work arrangement does not align with the objectives of the University, the needs of the appointing unit and the service provided, as long as the reason provided for the denial is not arbitrary or capricious.
3. The Employer will assess remote work arrangements annually. Employees must be given at least thirty (30) days' notice regarding changes to their work location agreement if they reside fewer than sixty (60) miles from the new work location. Employees residing more than sixty (60) miles from the new location shall receive a minimum of one hundred twenty (120) days' notice.

ARTICLE XXXIV SCOPE OF AGREEMENT

Section A. Waiver

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, except as provided in Section C. below, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter expressly 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.

Section B. Savings Clause

If any provision of this Agreement shall, at any time, be found invalid by operation of any court or board of competent jurisdiction, and from whose judgment no appeal has been taken within the time provided for so doing, or if compliance with or enforcement of any provision should be permanently restrained by any such court, then said provision shall become null and void, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. In the event any provision of this Agreement becomes null and void in this manner, all other provisions of this Agreement shall continue in full force and effect. For the purposes of this provision, the word "board" shall not include the Board of Regents of the University of Michigan or any board established by them or their agents.

Section C. Entire Agreement

This Agreement represents the entire agreement between the Employer and the Union. Any agreement or agreements which

supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

Section D. Past Practices

Policies, procedures, and practices regarding mandatory subjects of bargaining now existing, not raised in the bargaining process and not in conflict with this Agreement, will remain in effect in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent of the contracting parties.

ARTICLE XXXV
TERM OF AGREEMENT

Section A.

This Agreement is made by and between the University of Michigan and the Lecturers' Employee Organization AFT Local 6244, AFL-CIO ("LEO," "the Union"), on behalf of the Librarians, Archivists, and Curators bargaining unit and shall take effect on the date the Union notifies the Employer that this Agreement has been ratified.

Section B.

If either party desires to amend this Agreement, written notice to that effect shall be given to the other party by December 1, 2024.

Section C.

In the event that a successor Agreement is not negotiated by 11:59 p.m. of April 20, 2025, this Agreement shall continue in full force and effect unless thirty (30) days' written notice of termination is given by the Union or the Employer.

Executed January 13, 2023.

The Regents of the University of Michigan



Alexandra Matish,
Chief Negotiator

**Lecturers' Employee Organization, on behalf of the
Librarians, Archivists, and Curators bargaining unit**



Kathleen Folger,
Chief Negotiator

The Regents of the University of Michigan

Alexandra I Matish **Sascha Matish**

Allyson Strickland **Allyson Strickland**

Katie DeLong **Katie DeLong**

Steven Brummer **Steven Brummer**

Cofey Seeman **Cofey Seeman**


Kincaid Brown **Kincaid Brown**

Tonja Petrella **Tonja Petrella**

Lori Burger **Lori Burger**

Lisa Copeland **Lisa Copeland**

**Lecturers' Employee Organization, on behalf of their
Librarians, Archivists, and Curators bargaining unit**

 <hr/>	Callum Carr
 <hr/>	David Choberka
 <hr/>	Zia Davidian
 <hr/>	Scott Dennis
 <hr/>	Kathleen Folger
 <hr/>	Meredith Kahn
 <hr/>	Aprille McKay
 <hr/>	Emily Newberry
 <hr/>	Edras Rodriguez-Torres
 <hr/>	Raya Samet
 <hr/>	Rebecca Welzenbach
 <hr/>	Jon Curtiss, AFT Michigan, AFL-CIO

MEMORANDUM OF UNDERSTANDING #1
COLLECTIONS ACQUISITIONS ACTIVITY

Section A. General Conditions

1. In accordance with their job duties, Employees endeavor to purchase collections materials on behalf of the University using approved vendors and policies whenever practicable and approved by the appointing unit. However, in cases when such purchases cannot be made using approved vendors or policies, this memorandum of understanding shall prevail.
2. Collections materials covered by this memorandum of understanding may include but are not limited to:
 - a. Books
 - b. Serial publications
 - c. Archival materials and ephemera
 - d. Works of art
 - e. Other items appropriate for the collections of the University's galleries, libraries, archives, and museums
3. Reimbursement or charges for shipping and other costs (e.g., postage, freight, baggage fees, etc.) associated with transporting materials are covered by this memorandum of understanding.
4. All items purchased by Employees under this memorandum of understanding are property of the University and subject to SPG 520.01, "Acquisition, Use, and Disposition of Property (Exclusive of Real Estate)."
5. All purchases made by Employees under this memorandum of understanding are subject to SPG 507.01, "Procurement General Policies and Procedures."

Section B. Methods of Purchase

1. Whenever possible, Employees shall use a University Purchasing Card (PCard) to acquire collections materials on the University's behalf. If the Employee does not have a PCard, the Employee may request a PCard by initiating a conversation with their direct supervisor.

2. In rare cases when a PCard cannot be used and reimbursement is undesirable, Employees may apply for a cash advance to cover the anticipated cost of collections purchases. In order to qualify for a cash advance, the following conditions must be met:
 - a. Cash advances may only be used for international transactions.
 - b. Anticipated purchase amounts must be a minimum of \$300.
 - c. Employees must submit an anticipated budget and justification describing the need for a cash advance.

Section C. Reimbursement

1. Employees shall provide itemized receipts for all materials.
2. If a vendor does not provide official receipts, the Employee shall itemize purchased materials in a memo with the date of purchase, name of vendor, cost, and indicate that no receipt was given. A signed, itemized memo, approved by the appointing unit, shall serve as a substitute for a receipt in such cases. The memo is a substitute only when the Employee has exhausted all options to obtain official receipts.
3. Reimbursements shall be processed as expense reports via Concur.

**MEMORANDUM OF UNDERSTANDING #2: JOINT COMMITTEE ON
RESTROOM CLEANLINESS AND WORKING ORDER**

**MEMORANDUM OF UNDERSTANDING #2
JOINT COMMITTEE ON RESTROOM CLEANLINESS AND
WORKING ORDER**

The University and the Union share interests in the cleanliness and working order of the restroom facilities located within the appointing units.

The Joint Committee on Restroom Cleanliness and Working Order shall meet twice per calendar year in accord with Article VI: Union and Employer Conferences, to discuss potential concerns specifically related to the cleanliness and working order of the restroom facilities located within the appointing units. Additional meetings may be held by mutual agreement.

Three (3) representatives from the Union and three (3) representatives from the Employer shall convene as the Joint Committee on Restroom Cleanliness and Working Order. The Parties will mutually agree upon dates and locations for each meeting.

The Parties agree that, for the first eighteen (18) months of this Agreement, the Union will abstain from grieving any issue regarding bathroom cleanliness and working order to allow the Joint Committee time to meet and discuss concerns and possible avenues for improvement. If the Parties do not mutually agree to extend that time period, then nothing in this MOU shall prevent the Union from filing grievances regarding bathroom cleanliness and working order.

Nothing in this MOU obligates the Parties to negotiate or in any way change or alter any of the provisions of this Agreement, or the rights of either the University or the Union under the terms of the Agreement.

**MEMORANDUM OF UNDERSTANDING #2: JOINT COMMITTEE ON
RESTROOM CLEANLINESS AND WORKING ORDER**

This MOU shall terminate with the expiration of this Agreement unless the parties mutually agree to extend its terms beyond the expiration of this Agreement.

MEMORANDUM OF UNDERSTANDING #3: REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR CONVICTIONS

**MEMORANDUM OF UNDERSTANDING #3
REQUIRED DISCLOSURE OF FELONY CHARGES AND/OR
CONVICTIONS**

Effective September 1, 2022, SPG 601.38, “Required Disclosure of Felony Charges and/or Felony Convictions,” shall apply to all Employees.

When an Employee discloses a felony charge and/or conviction to the Employer, the Employer will immediately notify the LEO President and GLAM Campus Chair that a disclosure has been made, but, in the interest of privacy, will not disclose the identity of the Employee. The Employee shall be informed that they have the right to Union representation at all discussions or hearings involving the disclosure.

Employees who fail to disclose felony charges and convictions, and/or fail to provide accurate details regarding felony charges and convictions, or fail to consent to a background check, will be subject to the process set forth in Article XV: Discipline and Dismissal. Action taken against an Employee under Article XV will not be taken solely based on the existence of a felony charge or conviction but must be job-related for the position in question. An Employee shall not be dismissed solely due to their failure to disclose a felony charge and/or conviction.

In the event the Employer takes action following the disclosure of a felony charge and/or conviction, Academic HR will notify the Union. If the Union files a grievance in accord with Article X concerning the termination or relief of employment responsibilities, the grievance will go straight to arbitration, an arbitration hearing will be held, and a decision rendered by the arbitrator no later than sixty (60) calendar days after receipt of the grievance. The arbitrator will be asked to determine whether the action taken was for Just Cause. Action taken against an Employee will not be taken solely based on the existence of a

**MEMORANDUM OF UNDERSTANDING #3: REQUIRED DISCLOSURE OF
FELONY CHARGES AND/OR CONVICTIONS**

felony charge or conviction but must be job-related for the position in question. During the period of arbitration, the Employee will continue to receive their full salary and benefits.

Arbitrations held pursuant to this article shall be heard by one (1) arbitrator from a three-person panel that will be mutually agreed upon by the Employer and the Union no later than thirty (30) days after ratification of the Agreement. Arbitrators will be selected on a rotating basis. If 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 list just as though they had heard the case. Nothing in this paragraph limits the University's right to terminate employment or take action as would otherwise be available under the Agreement.

In the event that an Employee is relieved of employment responsibilities pending disposition of a felony charge, they will keep their salary and benefits for the remainder of the employment period. Any change to SPG 601.38 that impacts Employees shall be subject to negotiation upon Union request.

The Employer will, at the Union's request, also provide a report compiling any disclosures of felony charges and/or convictions of all Employees along with the disposition of those disclosures.

MEMORANDUM OF UNDERSTANDING #4: SUPPORT FOR INTERNATIONAL LIBRARIANS, ARCHIVISTS, AND CURATORS

**MEMORANDUM OF UNDERSTANDING #4
SUPPORT FOR INTERNATIONAL LIBRARIANS,
ARCHIVISTS, AND CURATORS**

Employing units will include in appointment letters for all International Employees a statement that all International Employees can receive a variety of support and services through the relevant International Centers in Ann Arbor, Dearborn, or Flint, including an orientation. The letter will also include a link to the relevant International Center website and contact information for the International Center including a phone number and email address should the International Employee wish to set up an appointment with the International Center.

The services or advice that the International Center may provide depends on a variety of factors, including the immigration status of the International Employee and whether the University of Michigan is the immigration status sponsor.

The International Center will provide orientation(s) each academic year which will include but not be limited to topics such as general information on adapting to the University of Michigan system and living in the local communities, visa types and what they entail, as well as information on how to navigate the International Center website. LEO's International Caucus is available for consultation on matters of orientation needs of International Employees. The Union will be notified once the orientation date is decided.

2022

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE							
S	M	T	W	T	F	S	
					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

SEPTEMBER							
S	M	T	W	T	F	S	
						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

DECEMBER							
S	M	T	W	T	F	S	
						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
²⁴ / ₃₁	25	26	27	28	29	30	

2024

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

SEPTEMBER						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2025

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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30	31					

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