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Agreement Between

OAKLAND UNIVERSITY

And The

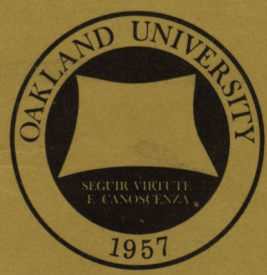
CLERICAL-TECHNICAL ASSOCIATION

Of

OAKLAND UNIVERSITY

1971-1972

Oakland University



AGREEMENT

Agreement between (1) Oakland University (herein called "University") as an institution of higher education chartered by the State of Michigan, and (2) The Oakland University Clerical-Technical Association (herein called "Association").

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1. DEFINITIONS

As used in this agreement and except as its context may otherwise require:

- (a) "University" means Oakland University, Rochester, Michigan, a state institution of higher education chartered by the State of Michigan.
- (b) "Association" means the Oakland University Clerical-Technical Association.
- (c) "Employee" means an individual covered by paragraph 2.01.
- (d) "Unit" or "bargaining unit" means the employees, collective covered by paragraph 2.01.
- (e) "Day" means a twenty-four hour period beginning at 12:01 a.m.
- (f) "Week" means a seven day period beginning at 12:01 a.m., Monday.
- (g) The masculine, feminine and neuter import one another.
- (h) "Regular part-time" as used in paragraph 2.01 describes an employee who works a minimum of one-half of the normal work week on a permanent basis.
- (i) "Seniority" as used in this Agreement means the length of continuous service within the Bargaining Unit or employee classification covered by this Agreement after the successful completion of the probationary period.
- (j) "Length of Service" as used in this Agreement means length of continuous service at

the University regardless of employee classification or Bargaining Unit affiliation.

2. AGREEMENT SCOPE

2.01 Employees Covered. This agreement applies to every full time and regular part-time clerical-technical employee, including all clerks, typists, stenographers, secretaries, library assistants, lab assistants, and technicians, electronic and scientific technicians, instrument makers, experimental machinists and non-service staff in the food service area as certified by the Michigan Employment Relations Commission in Case R70 J-365.

2.02 Persons Not Covered. This agreement does not apply to any person employed by the University as a temporary employee, supervisor, confidential employee or to any other employee.

3. ASSOCIATION STATUS

3.01 Recognition. Pursuant to and in accordance with all the applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, the University does hereby recognize the Association as exclusive collective bargaining representative of the unit described in paragraph 2.01. However, any individual employee or group of employees has the right to present a problem to the University and have it adjusted without the Association's intervention, so long as the adjustment is not inconsistent with this Agreement, and the Association has been given an opportunity to be present at such adjustment.

The University will present this opportunity in writing, to the Association.

3.02 Association Membership. All employees who on December 3, 1970 were members of the Association and current employees who became members of the Association thereafter shall, during the term of this Agreement, as a condition of continuing employment, maintain their membership in the Association to the extent of tendering initiation fees, if any, and periodic dues uniformly required for the acquisition and retention of Association membership. Employees hired, rehired, reinstated or transferred into the unit after the effective date of this agreement shall be required, as a condition of continued employment, to become members of the Association, or to tender to the Association a sum equivalent to the initiation fees and periodic dues uniformly required for the acquisition and retention of Association membership, within 45 days of their employment or re-employment as the case may be.

Notification by the University to the Association of said membership or tender will occur within 30 days from the date of hire or re-employment with the transmittal of a completed Authorization For Payroll Deduction Card (Appendix A) to the President of the Association.

3.021 Association Membership: Failure to Join or Retain Membership. The Association will notify the University of the failure of any payment of dues or initiation fees required under paragraph 3.02 within 30 days after such default occurs. The University will notify each employee who has failed to make the required payments. If an affected employee does not within ten (10) days after receiving such notice make the required tender, or establish to the University's

satisfaction that he is not required to make it, the University will meet with an Association representative and the employee to discuss a resolution of the matter. In the event the matter cannot be resolved, the University will be so advised by the Association and will discharge him. Association will indemnify the University against any liability University may incur by reason of any discharge pursuant to this paragraph.

- 3.022 Association Membership: List of Unit. The University will send to the Association within fifteen days after the execution of this agreement a list stating the name of each employee then in the unit.
- 3.023 Association Membership: Amount of Periodic Dues. Within fifteen days after receiving the list required by paragraph 3.022, the Association will (a) notify the University of the names of the members of the unit who are members of the Association and (b) certify on a copy of said list the initiation fee, if any, payable by any Association member named on it and the periodic professional dues payable thereafter by each Association member named on said list. The University will make deductions (under the terms of paragraph 3.024) in amounts set forth on said certified list until further notice from the Association.
- 3.024 Association Membership: Dues Deduction. Within thirty days after receiving the list required by paragraph 3.022 and once monthly thereafter during the term of this agreement, the University will, for each employee named on such lists who (a) has on the last payroll date of the month involved sufficient compensation due him from the University and

(b) has on a form shown in Appendix A duly authorized it to do so, deduct from such employee's compensation and remit to the Association an amount equal to the initiation fee, if any, and periodic dues so listed as payable to the Association for his account. The University will have no obligation to deduct or remit the dues payable for the account of any employee whose withholding authorization reaches the payroll department after the tenth of the month or who does not have sufficient compensation due him on the last payroll date of any month to pay his account with the Association.

3.025 Association Business: Pay for Association Representation. Representatives will be permitted reasonable time off to function in the grievance procedure when required as set forth in paragraphs 11.01 through 11.04 and to investigate grievances in their area of responsibility. Before taking such time off the representative must obtain permission from his Supervisor to leave work for such activity. The representative must report back to his Supervisor upon the completion of such activity. Pay for such time shall be at the employee's regular rate of pay for all time consumed during the regular work day. No time shall be paid for those hours consumed in such activities outside of regular work hours.

4. EMPLOYEE STATUS

4.01 Probationary Period. An employee will be on probation until he has worked six consecutive months in a position covered by this agreement, following his initial employment by the University or his employment after loss of seniority, as the case may be. This probationary period shall not include any unpaid leave as described in

paragraphs 9.01 and 9.011. During this time he will be subject to termination at the University's sole discretion and will have no rights under paragraph 11 with respect to such termination.

- 4.02 Discharge: Basis. Except as stated in paragraph 4.01, the University will discharge an employee only for just cause. As illustration only, and not as enumeration or limitation, "just cause" includes, among other things, each of the causes referred to in paragraphs 4.0211 or 4.0212. Except in a discharge under paragraph 4.01, University will state the reason for a discharge to the employee in writing and will send Association a copy of such statement.
- 4.021 Discharge: Types. For the sole purpose of determining the amount of any discharge notice under paragraph 4.022 discharge will be either "disciplinary" or "misconduct".
- 4.0211 Discharge: Types: Disciplinary Discharge. For example only, and not as enumeration or limitation, discharge for any of these reasons will be considered a disciplinary discharge: (a) repeated unexcused tardiness or absence; (b) insubordination; (c) failure to do assigned work; (d) leaving work without prior express permission.
- 4.0212 Discharge: Types: Misconduct Discharge. For example only, and not as enumeration or limitation, discharge for any of these reasons shall be deemed as a misconduct discharge; (a) reporting for work with any discernible evidence of having partaken of any intoxicant or non-prescribed narcotic; (b) partaking, during work time, of any intoxicant or non-prescribed narcotic; (c) dis-

honesty; (d) moral turpitude; (e) any conduct which could be punished as a felony under the law; (f) conduct which reflects unfavorably upon the University; (g) violation of paragraph 10.01.

4.022 Discipline & Discharge: Discharge Procedure.

In a disciplinary discharge, University will (a) first warn the employee, if possible, and advise him of the basis for the warning, and (b) give him either two weeks notice or pay to the extent such notice is less than two weeks. In a misconduct discharge, University may discharge the employee immediately without prior warning.

4.03 Seniority: Types & Definition. There will be two types of seniority: (a) University; (b) Department. University seniority means length of continuous employment with University in the Bargaining Unit, from the employee's initial employment by University in the Bargaining Unit or his employment in the Bargaining Unit after loss of his seniority, as the case may be. Department seniority means University seniority accrued in a particular department.

4.031 Seniority: Acquisition. An employee will acquire University seniority after completing his probationary period, and his University seniority will then date from the start of his satisfactorily completed probationary period. Employees starting work on the same day will have equal University seniority. Full time employees with the same date of seniority as a regular part time employee will be deemed to have greater seniority.

4.032 Seniority: Accrual. An employee whose employment has not been terminated by

resignation, discharge or death, and whose seniority has not been lost under paragraph 4.034, will accrue seniority in these cases: (a) while actively at work; (b) while on vacation; (c) for that part of any leave for military service preceding any voluntary extension of such service so long as he complies with the conditions of such leave and has a statutory right to reemployment; (d) for the duration of any absence granted for illness or disability with pay, so long as he complies with the conditions of such leave. An employee will accrue department seniority in only one department at a time and only while assigned to a department on other than a temporary basis.

4.033 Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under paragraph 4.034, will retain, but not accrue, seniority in these cases: (a) on leave of absence other than one specified in paragraph 4.032, so long as he complies with the conditions of such leave; (b) for ninety days on promotion or assignment to a position not covered by this agreement; (c) up to one year on layoff.

4.034 Seniority: Loss. An employee will lose seniority and all reemployment rights by (a) resignation, (b) discharge, unless vacated by a valid Appeal Board decision, (c) one year continuous layoff, (d) absence from scheduled work for three consecutive working days without notifying his supervisor or providing a reasonable and valid excuse as adjudged by the University, (e) failure to report for work on schedule from

a vacation, leave of absence, or disciplinary suspension without notifying University in advance or without providing a reasonable and valid excuse, (f) failure to return to work from layoff on the date (not earlier than ten days) after delivery or attempted delivery of a recall notice from University, (g) one year absence for illness or disability, (h) subject to federal law, voluntary extension of military service.

4.035 Seniority: Application. Seniority will apply separately in each department to (a) layoff, (b) recall and (c) vacation time preference.

4.036 Seniority: Layoff & Recall. The University will layoff employees in inverse department seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work in such department. An employee so laid off may, subject to his ability to satisfactorily perform the work available in another department, exercise any university wide seniority he may have in another department to displace any junior employee in that department. This exercise of seniority over junior employees within other departments will not be available for employees hired for specific periods of time and who seek to extend their employment by this process. The University will recall laid-off employees in department seniority order.

4.037 Seniority: Layoff & Recall: Procedure. University will recall an employee from layoff by certified mail or telegraphic notice to the employee's address as shown on his Application For Employment, or as

shown on any subsequent written notice he may have filed with the University. This notice will specify a date and time for the employee to return to work. The employee will, by letter certified or telegram filed within five days from such notice's receipt, notify the University that he accepts such recall. The University will not be held responsible for misdirected notices of recall due to the failure of an employee to report changes in address to the University during the course of his employment or during lay-off periods. If he fails to respond to the recall notice, his seniority and reemployment rights will terminate and he will be deemed to have resigned. If he so accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority and reemployment rights will terminate and he will be deemed to have resigned.

- 4.038 Seniority: Job Security. An employee whose position is being abolished, whether through his supervisor's resignation or reassignment, or through a University reorganization, shall if possible be reassigned to a comparable position within the University. If this is not possible he shall be laid off and the procedures delineated in paragraphs 4.036 and 4.037 will be effected.

5. WORK TIME: WORK OBLIGATION: TIME

- 5.01 General. The work week consists of five eight-hour days which normally commence at 8:00 a.m. and extend to 5:00 p.m. with one hour allowed for lunch. Department heads and supervisors will authorize rest periods not to exceed fifteen minutes during each

half-day of work. Rest periods should be taken at a time and in a manner which does not interfere with efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period and not used to cover an employee's late arrival or early departure. Rest periods are not accumulative.

5.02 Work Obligation: Employee: General. Unless he has a reasonable and valid excuse, an employee will work (a) the time assigned to him as a normal workday and workweek and (b) such reasonable additional time as University may reasonably require.

5.021 Work Obligation: University: Overtime Work. University has no obligation to assign overtime work to any employee; but, to the extent it elects to assign overtime work to any employee, will endeavor to distribute such work equally, on an annual basis, among employees in the same job description or classification within a college, school or division. Refused overtime will be considered as overtime worked in determining equality of distribution.

6. MONETARY BENEFITS: PAY FOR TIME WORKED

6.01 Pay Basis. Except as otherwise expressly stated in this agreement, an employee will be paid only for time actually worked.

6.02 Regular Compensation Rate. An employee's regular hourly compensation rate is one-fortieth his regular weekly compensation rate and this rate will apply to all work time constituting his normal workday or workweek.

- 6.03 Premium Compensation Rate: Overtime Work.
An employee's compensation rate for work required by the University exceeding the normal workweek will be one-and-one-half times his regular compensation rate.
- 6.031 Premium Compensation Rate: Limitation.
Except as otherwise required by law, no premium compensation rate will apply to work an employee does under a schedule arranged or rearranged to accommodate him.
- 6.032 Compensation Computation: Overtime Work.
Compensation for approved overtime work will be computed in segments of one-tenth hour to the nearest tenth hour.
- 6.033 Premium Compensation: Accrual of Compensatory Time Off. An employee may, in lieu of any premium compensation entitlement under paragraph 6.03, accrue compensatory time off in accordance with prevailing Department of Labor statutes and guidelines.
- 6.034 Premium Compensation: Consumption of Accrued Compensatory Time Off. Accruals of compensatory time will be authorized for expenditure by the University at the earliest possible time consistent with that particular department's work schedule. This authorization and expenditure of compensatory time will occur within the pay period in which the compensatory time was earned. All compensatory time off will be taken only with the specific consent of the employee's supervisor.
- 6.04 Compensation Payment. Compensation payable under this agreement will be subject to payroll deductions required or authorized by law.

6.05 Compensation Schedules

A. Clerical-Technical Salary Schedule (November 15, 1971 through June 30, 1972)

<u>Current Classification</u>	<u>New Classification</u>	<u>Minimum Salary</u>	<u>January 1, 1972 Step Increase</u>	<u>Maximum Salary</u>
CT-I	CT-A	\$4,760	\$180	\$5,480
CT-II & III	CT-B	5,000	180	5,660
CT-IV	CT-C	5,220	240	6,120
CT-V	CT-D	5,700	300	6,840
CT-VI	CT-E	5,940	300	7,080
CT-VII	CT-F	6,300	360	8,040
CT-VIII	CT-G	6,960	360	8,700

B. Administrative-Technical Salary Schedule (Nov. 15, 1971 through June 30, 1972)

<u>Current Classification</u>	<u>New Classification</u>	<u>Minimum Salary</u>	<u>January 1, 1972 Merit Increase</u>	<u>Maximum Salary</u>
CT-VIII	AT-1	\$6,960	To a Max. of \$360	\$ 8,700
CT-IX	AT-2	7,580	To a Max. of 360	9,320
CT-X	AT-3	8,120	To a Max. of 420	10,160
CT-XI	AT-4	8,710	To a Max. of 420	10,750
CT-XII	AT-5	9,260	To a Max. of 420	11,300
	AT-6	9,900	To a Max. of 420	12,240

All employees hired prior to March 31, 1971 shall receive the step illustrated in the schedule above. All employees hired between April 1, and June 30 shall receive a step increase equal to two-thirds of the total step illustrated in the schedule above. All employees hired between July 1, and November 15, 1971 shall receive a step increase equal to one-third of the total step illustrated above. All step increases granted under this schedule shall be effective January 1, 1972, and each January 1, thereafter, unless abridged by future agreements between the parties.

7. UNIVERSITY BENEFITS

7.01 Education: Oakland University Credit Courses.
All full-time Clerical Technical staff members may enroll in one career related course at the University in any semester during normal working hours, provided they have permission from their department head (chairman) and their administrative head (dean).

7.011 Education: Continuing Education Courses.
All full-time Clerical-Technical staff members may enroll for any course offered by the Division of Continuing Education and receive a 50% discount on tuition, except for those courses listed as "no tuition discount" courses. Upon the successful completion of approved (see par. 7.01) job related courses an employee will receive a full refund of paid tuition.

7.02 Vacations.

<u>Length of Service</u>	<u>Vacation Hours Earned</u>
6 months	Upon completion of probationary period 48 hours will be credited to employee.
6 months to 4.5 years	1 day per month
4.5 years to 9.5 years	1 1/3 days per month
9.5 years to 14.5 years	1 1/2 days per month
14.5 years and over	15 hours per month except January shall accrue at the rate of eleven hours

Vacations may be accumulated up to a maximum accumulation of eighteen months. An employee's vacation pay will be based on his regular, normal workweek. If a legal holiday falls within an employee's vacation, he will be given an extra day, the time to be arranged with his Supervisor.

An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his individual department and is approved by his Supervisor. An employee should consult with his Supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes it to be scheduled.

If an employee stops working for the University after his probationary period, he will receive vacation pay according to the above plan. It is necessary, however, that the employee leave in good standing and give satisfactory notice of his intent to leave.

A regular part-time employee will be entitled to vacation benefits proportionate to the time actually employed.

7.03 Personal Leave Days. Two days per year to be taken in not less than two hour decrements. The two days will be based upon the following schedule of employment:

<u>If Hired</u>	<u>Number of Hours Granted</u>
July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

Personal leave time may not be carried from one fiscal year to the next.

The employee shall obtain the approval of his supervisor prior to being absent for all, or any part of the two (2) personal leave days.

7.04 Holidays. The following days will be observed as paid holidays:

Thanksgiving Day

The day following Thanksgiving Day

December 23 and 24, 1971

December 30 and 31, 1971

Memorial Day (May 29, 1972)

Fourth of July

Labor Day

Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with his supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before Christmas and the day before New Year's which shall be considered separately each year.

If an employee is absent on the working day immediately preceding or immediately following the holiday, he will not be paid for the holiday unless his absence is excused.

If an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work, he will receive the same holiday pay given to the rest of the employees.

If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

Regular part-time employees will be entitled to holiday benefits proportionate to the time actually employed.

7.05 Sick Days. All full-time employees will be entitled to paid sick days earned at the rate of 1/2 day every two (2) weeks. A regular part-time employee will be entitled to paid sick days proportionate to the time actually worked. The maximum accumulation will be a total of 130 sick days. Sick days will be authorized for the following reasons:

(a) Acute personal illness or incapacity over which the employee has no reasonable control.

(b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

(c) Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

An employee under the retirement plan who separates from the Employer for retirement purposes in accordance with the provisions of the University retirement plan shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

An employee not under the retirement plan who has at least five (5) years, but less than ten (10) years, of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee not under the retirement plan who has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

- 7.06 Longevity Pay. All full-time regular employees will be eligible to receive longevity payments after the completion of six (6) years of seniority by October 1 of any year. On December 1 following eligibility the longevity payment will be payable and each subsequent December 1 thereafter in accordance with the following schedule:

<u>Seniority</u>	<u>Annual Longevity Pay</u>
6 or more & less than 10 yrs.	2% of ann.base salary
10 or more & less than 14 yrs.	3% of ann.base salary
14 or more & less than 18 yrs.	4% of ann.base salary
18 or more & less than 22 yrs.	5% of ann. base salary
22 or more & less than 26 yrs.	6% of ann. base salary
26 or more	8% of ann.base salary

Longevity pay shall be computed on the base salary paid during the first regularly scheduled pay period of the calendar year in which longevity pay is due excluding all premium pay. No longevity payment as shown in the above schedule shall be paid for that portion of an employee's regular base salary which is in excess of \$6,000.

Pro-rated payments shall be made to those employees who retire under the University retirement plan prior to October 1 and to those who retire prior to October 1 of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. In case of death, longevity payments shall be made to the dependent. Such pro-rated payments as indicated above shall be based on the number of calendar months of full time service credited to an employee from the preceding October first to the date of retirement, separation or death and shall be made as soon as practicable thereafter.

A seniority year, for the purposes of this paragraph, shall mean a continuous year of full time employment for which no more

than 90 days of continuous unpaid leave was granted to the employee.

8. INSURANCE BENEFITS

8.011 Hospitalization Program. The University will provide a comprehensive hospital-medical plan with the following benefits:

365 days at prevailing Semi-Private Room & Board Rate

Unlimited additional Hospital Benefits

Unlimited Out-patient Accident Emergency Care

Medical In-hospital Benefits - 365 days @ \$6.00 per day

Unlimited Diagnostic Benefits

Unlimited Supplementary Accident Benefits

Surgical Fee Schedule - \$1,200.00

Radiation Therapy - \$600.00

This comprehensive hospital-medical plan for full-time members of the bargaining unit will be offered at the following cost per month:

Single Subscriber	No Cost
Two Party Contract	\$ 4.15
Full Family Contract	8.28

8.012 Major Medical Program. The University shall provide for all full-time members of the bargaining unit, a \$50,000 Major Medical insurance plan. This plan shall provide dependent coverage, with a cash deductible of \$100, which is the out-of-pocket amount payable by the insured individual for covered expenses. Coinsurance provisions require that the individual pay 20% and the Major Medical plan pays 80% of the first \$5,000 of all Covered Expenses above the deductible amount. Thereafter, the

plan pays 100% of all Covered Expenses.

The University will pay the entire cost of the premium for this insurance.

- 8.013 Life Insurance. The University shall provide each full-time bargaining unit member with an amount of term life insurance equal to his base annual salary. If this insurance is not an even multiple of \$1,000.00 it shall be raised to the next higher multiple of \$1,000. The University will pay the entire cost of this premium.

The University shall also provide optional plans for additional term life insurance. Premiums, for the coverage described in the following schedule, shall be paid by the bargaining unit member:

SCHEDULE "A"	SCHEDULE "B"
10,000	20,000
PREMIUM PER MONTH	PREMIUM PER MONTH
4.30	8.60

- 8.014 Group Travel Accident Insurance. The University shall continue in force for the duration of this contract its present or a comparable group travel accident insurance plan. This coverage is applicable while traveling on official University business. The University shall contribute the entire premium for full-time staff members.

- 8.015 Long Term Disability Insurance. The University shall provide for all full-time members of the bargaining unit, a long-term disability insurance plan through the T.I.A.A. providing the following benefits:

(1) A Monthly Income Benefit after

six months of total disability not to exceed \$1,500 per month.

(2) A Monthly Income Benefit and a Monthly Waiver of Premium Benefit.

The University will pay the entire cost of the premium for this insurance.

9. UNPAID TIME OFF

9.01 Personal Leave: Basis & Amount. An employee who has completed his probationary period may, subject to the University's judgment as to whether its operations permit, be granted an unpaid leave of absence except for maternity leaves. Maternity leaves for seniority employees will be granted commencing at the discretion of the employee's physician. Other unpaid leaves may be granted for illness and disability, illness or disability of a member of the employee's family, temporary termination of work, or an extended trip. Such leaves will not normally exceed ninety days except for a maternity leave which shall be for a seven month period, or unless an extension is mutually agreed upon by the employee and the University. At the time of the request for such leave the determination shall be made by the Department Head that:

(a) the employee's position will be held open for him unless an additional request beyond the limitation is sought;

(b) the same position cannot be held open but another job within the employee's abilities/capabilities will be available

in the department;

(c) the position cannot be held open but the employee will have the first interview opportunity for any opening for which he is qualified until such time as the employee has turned down two job offers. At this time the University's obligation to place the employee ends and the employee will be terminated without prejudice.

In cases of a leave granted for illness or disability, a physical examination will be required before the employee returns to work.

9.011 Personal Leave: Limitation. An employee who (a) obtains a leave under paragraph 9.01 by deceit or false pretense, or (b) during such leave or any extension of it, engages in any other employment or any contract work (other than required military service) without University approval, or (c) without a reasonable and valid excuse and proven diligent effort to notify University in advance, fails to report for work on expiration of such leave or any extension of it, will be deemed to have resigned.

9.012 Personal Leave: Seniority. Upon the approval of a personal leave, in accordance with paragraph 9.01, an employee's seniority will cease to accumulate as of the date of the leave. Upon return from an approved leave of absence the employee's seniority will be reinstated and commence accruing as of the date of return.

9.013 Personal Leave: Sick Days, Vacation Days & Personal Leave Time. Any employee granted a personal leave in accordance with paragraph 9.01 will retain all accumulated sick

days, vacation days and personal leave time accrued as of the date of the leave while on an approved leave. Personal leave time will not be retained beyond June 30 of each year. If an employee wishes to utilize any of these accumulated benefit days while on leave, permission will be granted in accordance with the provisions of paragraph 7.02, 7.03 or 7.05.

9.02 Personal Leave: Returning After a Leave of Absence. An employee who returns from an approved leave of absence or an approved extension of the leave, shall return to work based on the following alternatives:

(a) the determination has been made at the time of request for leave that the employee's position shall be kept open for him and the employee shall report back on expiration of the leave date unless another date has been mutually agreed upon with the Department Head;

(b) the determination has been made at the time of request that the position cannot be held open but a position within the department will be available and the employee shall report to his department on expiration of the leave date unless another date has been mutually agreed upon with the Department Head;

(c) the determination has been made at the time of the request that the position cannot be held open and the employee will have the first interview opportunities for any opening for which he is qualified. Under these circumstances the employee must contact the Personnel Office one (1) week

prior to the expiration date of the leave to have the opportunity to be a candidate for current or future open positions. If the employee refuses two positions offered to him at the same level of salary he received before his leave, the University's obligation will have been satisfied and the employee notified of this discharge of University responsibility. The employee will be terminated and considered a new applicant for subsequent open positions. If the employee has been extended a leave for a period in excess of six (6) months, he shall not be given preference for a position over a transferee. No bumping of another Clerical-Technical employee shall be allowed by a person returning from approved leave of absence. The rate of the employee's salary shall be reestablished at the end of his leave of absence: however, employees shall not automatically receive increases given to O.U. employees during that employee's leave.

10. WORK OR BUSINESS INTERRUPTION

10.01 Strike Etc. Neither Association nor any employee will instigate, encourage or engage in any strike, work stoppage, work interruption, work interference, slowdown, picketing or boycott during the life of this agreement. The University will not engage in any lockout during the term of this agreement.

10.02 Association Obligation. In the event of any violation of paragraph 10.01, Association will immediately:

(a) publicly declare that such action

violates this agreement;

(b) order each employee to cease such violation and to respect this agreement;

(c) take such steps as are available to it under its constitution and bylaws to enforce compliance with paragraph 10.01 and the laws of the State of Michigan.

10.03 Employee Liability. University will have the absolute and unreviewable right to suspend or otherwise discipline, or to discharge, as in its sole discretion it may decide, any employee who violates paragraph 10.01; and neither Association nor any employee will question this right. However, the issue of fact whether a particular employee violated such paragraph will be subject to the appeal board under paragraphs 11.01 through 11.025.

11. PROBLEM ADJUSTMENT

11.01 Scope. Except as stated in paragraph 11.03 every problem the Association or any employee (s) may have with the University (whether arising from a problem which is defined as a misapplication or misinterpretation of this agreement) will be adjusted as stated in paragraphs 11.02 through 11.025.

11.02 Procedure & Time Limits: Initiation. Either an employee, a group of employees, or the Association may initiate a problem by serving oral notice of it to the employee's immediate Supervisor within five working days after occurrence of the facts on which it is based. All discussions shall be kept confidential during the procedural stages of this process in the absence of an agreement to the contrary between parties.

11.021 Procedure and Time Limits: Step One.
If the problem is not resolved within three working days after submission in accordance with paragraph 11.02, the problem will be reduced to writing stating concisely the facts on which the problem is based, the paragraph(s) allegedly violated and the relief sought. This written problem then may be submitted to the immediate Supervisor within eight working days from the occurrence of the facts on which it is based for the reconsideration of the immediate Supervisor. If no such written notice is given by the grieved employee within the eight-day time limit, then the problem shall be considered barred. If the problem is not resolved satisfactorily after five days, then the problem shall be carried to the next step, Step 2 or Step 3 as the case may be.

11.022 Procedure and Time Limits: Step Two.
If the problem is not resolved satisfactorily, the written problem may be submitted to the Department or Administrative Head within three working days after receipt of the Supervisor's reply under Step One (paragraph 11.021) for discussion and adjustment. This discussion, unless extended by written agreement for a specified period, will be completed within five working days. In the event the immediate supervisor and the Department or Administrative Head are the same individual this step may be omitted.

11.023 Procedure and Time Limits: Step Three.
If the problem is not resolved satisfactorily within five working days, the Association may submit the written problem for discussion and adjustment to the Uni-

versity's representative within five working days from the date of the decision reached under the procedure outlined in Step Two (paragraph 11.022). The Association and University representatives will conclude their discussions within seven working days from the termination of Step Two unless extended by written consent.

- 11.024 Procedures and Time Limits: Appeal Board. If the problem is not adjusted by the time specified in Step Three either the Association or the University may request the formation of an Appeal Board. Said request must be filed in writing upon the other party within two working days after the completion of Step Three or the problem will be barred. This Appeal Board will consist of five members selected entirely from the Oakland University community. Two members will be selected by the Association and two members will be selected by the University. These four members will select the fifth member by majority vote who shall act as chairman of the Appeal Board. The Board must be selected within five working days from date of written request and convene within another five days. These times may be extended by written agreement for a specified period. If agreement cannot be reached on the selection of the fifth board member by the above described process, the following procedure will be used. A list of University personnel available and willing to serve on an Appeal Board will be prepared by the four board members already selected. This list will consist of seven persons selected by majority vote. After said list is prepared an Association selected board member will

challenge and remove one name from the list. Thereafter alternate challenges by University and Association selected board members will continue until one name remains on the list. This person will be appointed as the fifth Appeal Board member and shall act as its chairman.

- 11.025 Procedure and Time Limits: Appeal Board's Decision. The Appeal Board selected will render a decision, in writing, within ten days (or such additional time as the parties may by writing agree) after the problem has been submitted and the decision when rendered, will be final and binding on the parties.
- 11.03 Exclusions and Limitations. These problems are excluded from the adjustment procedure established by paragraphs 11.02 through 11.025: (a) violation or claimed violations of paragraphs 10.01 or paragraph 10.02; (b) negotiations for a new or amendatory agreement; (c) the question of whether or not a particular problem is subject to the Appeal Board procedure under this agreement or any applicable law. The Appeal Board will have no authority to (a) add to, subtract from or in any way modify this agreement, (b) substitute its discretion or judgement for the University's discretion or judgement with respect to any matter this agreement consigns to the University's discretion, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this agreement, (d) formulate or add any new policy or rule, or (e) establish or change any wage or classification.
- 11.04 Construction. Nothing in paragraphs 11.01 through 11.025 will prevent informal adjust-

ment of any problem; and the parties intend that so far as reasonably possible, every problem will be resolved between the employee and the supervisor immediately involved. Except as otherwise expressly stated the procedures established in this agreement will be the Association's exclusive remedy for a claimed violation of this agreement by the University. No employee or group of employees shall have the right to initiate an appeal procedure under paragraphs 11.023 through 11.025. In computing any time limit specified in paragraphs 11.01 through 11.025 Saturdays, Sundays and holidays will be excluded.

12. UNIVERSITY MANAGEMENT

12.01 General. University has legal responsibility and, subject only to the express and specific terms of this agreement, sole right to manage its operations, including among other things, as illustration and not as enumeration or limitation, the sole right to (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge its employees and direct them in their work, (b) determine and schedule work and programming, acquisition, location, relocation, installation, operation, maintenance, alteration, modification, development, retirement and removal of equipment and facilities, (c) introduce any new or different process or procedure, and (d) control all University property.

University also has, as part of these rights, sole right to contract or subcontract any work which it deems may be more efficiently or better performed in such way.

No such action will be subject to the problem adjustment procedure established by paragraph 11, but, if it causes or is concurrent with a consequential staff reduction, University will bargain with Association about any employee laid off or terminated in such reduction.

13. BULLETIN BOARDS

Locked bulletin boards will be made available for the Association's exclusive use in the following buildings and building complexes subject to the policy of the University regarding building alterations:

Paula & Woody Varner Hall

North & South Foundation Halls

Kresge Library

Matilda Wilson Hall

Oakland Center

Vandenberg Hall

Dodge & Hannah Halls

Material placed on the bulletin boards will be the responsibility of the Association. Any dispute regarding the appropriateness of material posted on the boards will be resolved between the Association President and the Personnel Office. The material in question will be removed until such time as the dispute is resolved.

14. POSTING OF POSITION VACANCIES

Notices of position vacancies will be provided the

President of the Association in sufficient quantities to permit posting on each Association bulletin board. These notices will then be posted for five (5) working days commencing no later than the day after the President has received same. During this period of posting all interested Association members may officially express their desire for an interview in writing to the Personnel Office. The University will not fill any posted positions until each employee who has complied with the above procedure has been interviewed.

15. EFFECTIVE DATE.

This agreement will be effective from 12:01 a.m. (prevailing Rochester time) November 15, 1971 to 12:00 midnight (prevailing Rochester time) June 30, 1972.

The parties hereto, each by its duly authorized officials and representatives hereby accept this agreement and all terms and conditions thereof.

OAKLAND UNIVERSITY CLERICAL-TECHNICAL ASSOCIATION

Jane Appene (President)

Elizabeth L. Connor (Chief Negotiator)

EMPLOYER

Gene A. Heath (Director of Employment Relations)

David M. Remy (Negotiator)

APPENDIX "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

I _____ hereby request Oakland University to deduct from my earnings each month an amount sufficient to provide for regular payment of the current monthly Association dues and an initiation fee, if any, established by the Oakland University Clerical-Technical Association. These deductions shall represent my voluntary membership in the above mentioned Association____ or my voluntary remittance of a service charge to the Association____ (Check One). Said amounts shall be certified to Oakland University and any change in said dues shall also be certified by the Association. This authorization may be revoked by me upon 30 days written notice to Oakland University.

Signature _____
Social Security No. _____

Name _____
Home Address _____
College or Department _____
Classification _____
Date _____

November 15, 1971

Clerical-Technical Association
Oakland University
Rochester, Michigan 48063

LETTER OF AGREEMENT

During the life of this contract, the University agrees to establish a committee for the purpose of investigating and recommending changes to the University's existing retirement program. The Association will be authorized equal representation on the committee along with other employee groups now affected by the University Retirement program.

Very truly yours,

Lawrence K. Fitzpatrick
Director of Personnel

Acceptance of Association

Elizabeth Conner
Chief Negotiator, Clerical-Technical Association

LKF:jb