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10/31/99

**AGREEMENT**  
**BETWEEN**  
**OAKLAND UNIVERSITY**  
**AND**  
**LOCAL NO. 1418**  
**OF**  
**COUNCIL NO. 25**  
**OF THE**  
**AMERICAN FEDERATION OF**  
**STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES UNION**  
**AFL-CIO**

*Oakland University*



**November 1, 1996 - October 31, 1999**



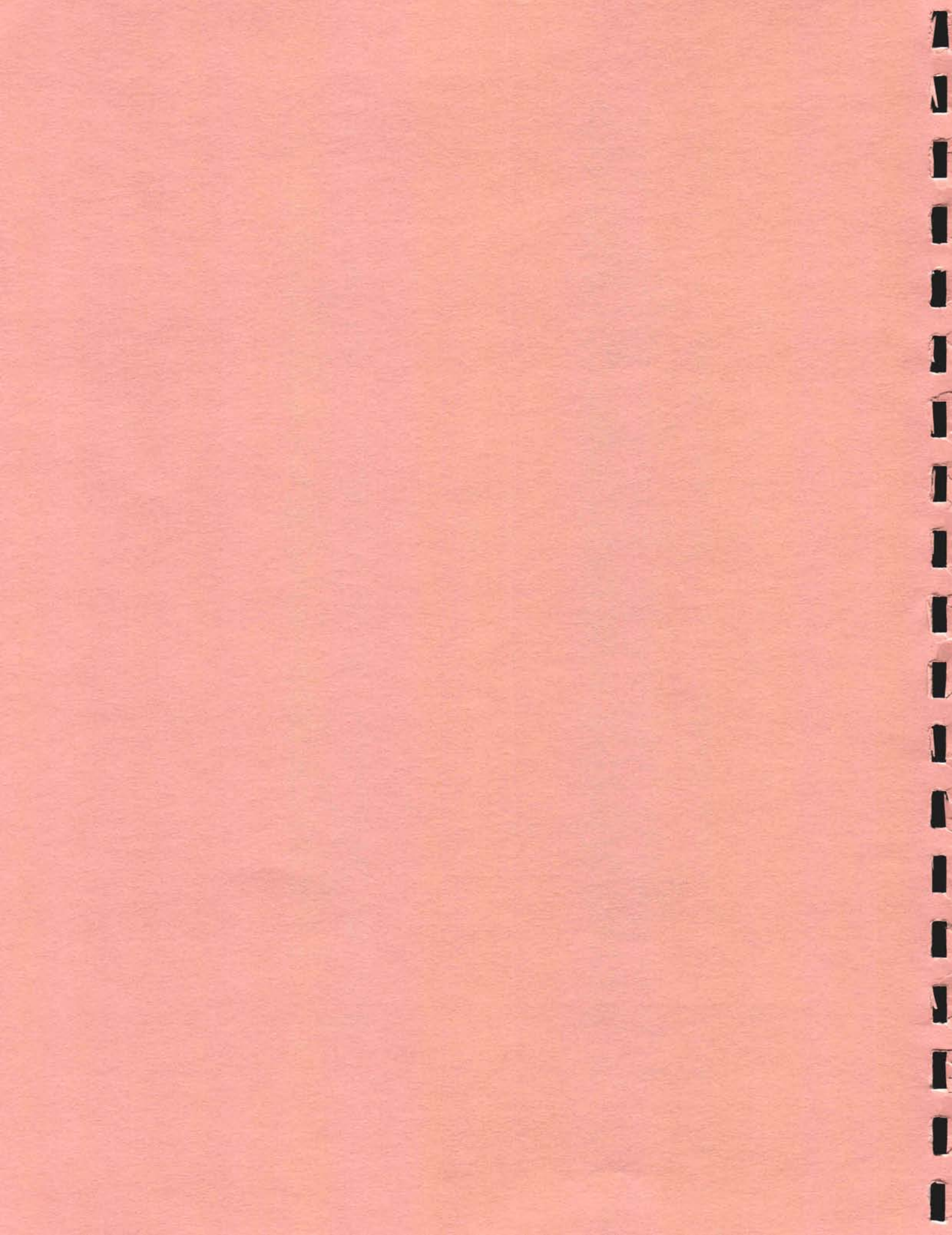


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1.0 AGREEMENT

1.1 This agreement entered into this fifth day of May, 1997, between the Board of Trustees of Oakland University (hereinafter referred to as the "EMPLOYER") and Local Union No. 1418, Council No. 25, International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION") shall, except as otherwise specifically provided herein, be retroactively effective on November 1, 1996. However, retroactive payments shall be made only to individuals who were employed as of May 5, 1997, the date of this agreement. Individuals who left employment (or retired) prior to that date are not eligible for a retroactive adjustment.

2.0 DEFINITIONS

2.1 Whenever the word "Agreements is used in this document, it shall be considered synonymous with the word "Contract."

2.2 For purposes of interpreting this Contract, a male, female, or neuter pronoun shall be, unless clearly indicated to the contrary, interchangeable and synonymous.

3.0 PURPOSE AND INTENT

3.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees, and the Union.

3.2 The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

3.3 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

4.0 RECOGNITION AND REPRESENTATION

4.1 Pursuant to an in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the University does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement of all employees of the University excluding executive, administrative, academic, students, supervisory, professional, public safety, technical, and clerical personnel. The bargaining unit includes all such employees in the following units:

Unit: Administrative Services

District:

Plant Maintenance  
Central Heating Plant  
Grounds  
Campus Cleaning  
University Services  
Golf Course

Unit: Student Affairs

District:

Residence Halls Cleaning and Skilled Trades  
Oakland Center Cleaning  
Sports and Recreation

4.2 The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by Agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by Agreement.

4.3 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

4.4 For purpose of this section, "students" shall mean any person currently enrolled at Oakland University, any high school graduate who has applied for admission at Oakland University and accepted, and any person who has graduated from Oakland University within a period of 120 days immediately preceding this employment if such graduate has taken steps necessary to pursue a full-time post-graduate program at Oakland University. For purposes of this section, a person shall be deemed currently enrolled if he or she has or will be taking approved course work toward a degree program during the immediately preceding or immediately forthcoming academic year.

#### 5.0 MANAGEMENT RIGHTS

5.1 The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoffs, for the orderly and efficient operation of the University.

#### 6.0 CONTRACTING AND SUBCONTRACTING

6.1 The right of contracting and sub-contracting is vested in the Employer. However, the bargaining unit shall not be reduced in size nor shall a bargaining unit member be caused a layoff, or reduction of non-overtime hours worked resulting from contracting and sub-contracting. Any dispute regarding this section shall be referred to the third step of the grievance procedure.

#### 7.0 NON-DISCRIMINATION

7.1 The Board of Trustees of Oakland University and Local 1418 of the American Federation of State, County, and Municipal Employees' Union (AFL-CIO) recognize their responsibilities under federal, state and local laws relating to fair employment practices.

7.2 The Employer and the Union recognize the moral principles involved in the areas of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, handicap or national origin.



7.3 The parties to this contract share a commitment to equal opportunity and affirmative action. Toward that end, the parties agree to cooperate in affirmative action efforts to hire and promote minorities where they are underutilized in particular job groups. Should it become evident that particular provisions of the contract are preventing the successful implementation of the University's Affirmative Action Plan as it relates to the filling of vacancies covered by this contract, the parties will meet to discuss and attempt to resolve these problems.

- A. Job Groups means groups of jobs having similar content, wage rates, and promotional opportunities.
- B. For the purpose of this contract, the following groups are considered minorities: (1) Black, (2) Asian or Pacific Islander, (3) American Indian or Alaskan Native, (4) Hispanic.
- C. Underutilization means having a lower percentage of minorities in a particular job group than there is in the University's geographical area for that job group.

#### 8.0 AID TO OTHER UNIONS

8.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

#### 9.0 UNION SECURITY

9.1 To the extent permitted by law, it is agreed that each employee covered by this Agreement who is not a member of the Union at the time it becomes effective shall be required as a condition of continued employment either to become a member of the Union, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date, or to commence paying to the Union an agency fee as a charge for representation services.

9.2 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment either to become members of the Union, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date, or to commence paying to the union an agency fee as a charge for representation services.

9.3 The Union agrees that any agency fee established shall be in accordance with law.

9.4 Employees of the bargaining units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or legally established agency fees for representation services.

9.5 Termination for Failure to Comply. An employee who fails to meet the compliance

requirements of paragraph 9.4 shall be terminated by the Employer provided the stipulations in paragraphs 9.6, 9.7, and 9.8 are met.

9.6 The Union shall notify the employee by certified or registered mail explaining that she/he is delinquent in not tendering the required union dues or agency fees, specifying the current amount of the delinquency, and warning her/him that unless the agency fees are paid and a properly executed authorization for Checkoff of Dues or agency fee is tendered within ten (10) working days of such notice, she/he shall be reported to the Employer for termination as provided for in this Article.

9.7 The Union shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the ten-day period:

The Union certifies that \_\_\_\_\_ (NAME) \_\_\_\_\_ has failed to tender either any periodic uniformly required union dues or agency fees required as a condition of continued employment under the current collective bargaining agreement between AFSCME Local 1418, Council 25, and Oakland University and demands that, under the terms of this Agreement, the University terminate this employee.

9.8 The Employer shall within five (5) working days after receipt of the above letter give the employee ten (10) working days' notice of discharge citing in the notice the request for termination by the Union.

9.9 The Union shall indemnify and save the Employer and its trustees, officers, and employees harmless from any and all claims, demands, suits, and other forms of liability (including defense costs) that may arise as a result of any action taken or not taken by the Union or by the Employer for the purpose of complying with this Article 9.

#### 10.0 UNION DUES, INITIATION FEES AND SERVICE CHARGES

10.1 Payment by Check-Off or Direct to Union. The Employer will check off initiation fees and dues, or service charges by payroll deduction, on the basis of individually signed voluntary check-off authorization cards on forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and membership dues, or agency fees, by signing the proper payroll deduction authorizations for check-off of union dues or agency fees or by making payments directly to the Union.

10.2 Employer's Responsibility for Deductions. The Employer shall have no responsibility for the collection of initiation fees and membership dues, of agency fees, or of any other assessments (A) that are not in accordance with the Union Security Clause of this Agreement, or (B) unless the Union has provided to the Employer a signed certification that it has implemented a procedure that guarantees the constitutional rights of agency fee payers to challenge the amount of the fee.



10.3 Delivery of Executed Authorization for Check-Off. A properly executed copy of the form authorizing check-off by an employee for whom initiation fees and membership dues or service charges are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed "Authorization for Check-Off" form which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Treasurer/Secretary, AFSCME Local 1418 by the Employer.

10.4 When Deductions Begin. Deductions under all properly executed authorizations for check-off shall become effective for the pay period occurring at the time such authorization is tendered or the pay period following such tender, based upon the Employer's standard payroll processing cycle, and shall be deducted at such reasonable intervals as the Union shall request from time to time.

10.5 Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by AFSCME Local 1418.

10.6 Remittance of Deductions to Secretary-Treasurer. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council No. 25, as soon as possible after the first of the month. The Employer shall furnish the designated financial officer of Council No. 25, with a list of those for whom the Union has submitted signed forms authorizing check-offs, but for whom no deductions have been made.

10.7 Termination of Check-Off. An employee shall cease to be subject to the check-off deductions beginning with the month immediately following the month in which he is no longer represented by the bargaining unit. Council No. 25 will be notified by the Employer of the names of such employees following the end of each month in which the terminations took place.

10.8 Disputes Concerning Check-Off. Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for check-off shall be reviewed with the employee by a representative of the local Union and the designated representative of the Employer and shall be entered at the third step of the grievance procedure.

10.9 Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

10.10 List of Members Paving Dues or Service Charges Directly. The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to Council No. 25. Thereafter, the Union will furnish the Employer a list of any changes.

10.11 Disputes Concerning Membership. Any dispute concerning whether an employee has paid the appropriate initiation fee, dues, or agency fee shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, shall be entered at the third step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

10.12 The Union shall indemnify and save the Employer and its trustees, officers, and employees harmless from any and all claims, demands, suits and other forms of liability (including defense costs) that may arise from any action taken or not taken by the Union or by the Employer for the purpose of complying with this Article 10, or in reliance on any list, notice, certification, or authorization furnished under this Article.

#### 11.0 UNION BULLETIN BOARD

11.1 The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union Activities
2. Notices of Union Elections
3. Notices of Results of Union Elections
4. Notices of Union Meetings
5. Notices of Vacancies

#### 12.0 LIMIT ON USE OF BULLETIN BOARDS

12.1 The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of materials posted on the Union Bulletin Boards, the President of the Local Union will be advised by the Employee Relations Department of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

#### 13.0 UNION OFFICE

13.1 During the life of this Agreement, the Employer will provide reasonable office space to be used exclusively by AFSCME Local 1418 at no cost to the Union. While the Employer reserves solely and exclusively the right to designate the office space above provided, it will make reasonable efforts to assure any necessary relocation of same will be done in a manner which is not disruptive to the collective bargaining process.

#### 14.0 SUPER SENIORITY

14.1 Notwithstanding their position on the seniority list, the President, Financial Secretary, Day Chief Steward, and Custodial Chief Steward of the local Union shall, in the event of a layoff, be continued to work. Superseniority for the President and Financial Secretary shall operate as follows: Whenever any work covered by the bargaining unit agreement is available (in any district and on any shift) which these two officers are capable of performing, they shall



remain at work. Superseniority for the Day Chief Steward and the Custodial Chief Steward shall operate as follows: Whenever any work to be performed on the day shift other than Campus Cleaning custodial work is available which the Day Chief Steward is capable of performing, he/she shall remain at work. Whenever any Campus Cleaning Custodial work is available which the Custodial Chief Steward is capable of performing, he/she shall remain at work.

14.2 Notwithstanding their position on the seniority list, eleven (11) members of the local executive board (as designated in writing to the Employer by the Union) shall, in the event of a layoff, be continued to work so long as there is a job in their district that they are capable of performing. In the event that any of the individuals designated by the Union above are laid off and same are Stewards or Alternate Stewards, the Steward shall be recalled upon the first available job opening in his/her district. The Alternate Steward then shall be the next individual recalled followed by the most senior members of the executive board in their district. Recall from layoff is subject to the ability of the recalled employee to perform the available work.

#### 15.0 JOINT EMPLOYER-EMPLOYEE RELATIONS CONFERENCE

15.1 Upon the request of either party, the Employer (through its designated agents) will meet with the Union Grievance Committee (consisting of not more than five (5) members) within thirty (30) days after the signing of this Agreement and once each calendar month thereafter during the life of this Agreement during regular working hours for a period not to exceed two (2) hours. The purpose of these conferences will be to provide better communication between the Employer and the employees within the bargaining unit. The agenda for these meetings may include matters of working conditions, policies, procedures, schedules and the prevention of formal grievances based on insufficient information and/or misunderstandings.

15.2 It is understood that the above conferences shall not be used for the purpose of continuing collective bargaining negotiations, nor to in any way modify, add to or delete provisions from this Agreement.

15.3 Reasonable notice will be given of the time and place of the meetings by the Employer. Members of the Union Grievance Committee shall attend these meetings without loss of time or pay.

#### 16.0 SAFETY COMMITTEE

16.1 The University shall establish a Safety Committee, to which not more than three (3) union members shall be appointed by the Union. The Union will furnish the Employer the names of its members on the Safety Committee and such changes as may arise from time to time in such personnel. This Committee shall normally meet once a month during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee determines that an investigation should be made concerning a safety practice or rule directly affecting employees covered by this Agreement, then one Union member of the Safety Committee and a representative of the Employer and of the Safety Committee will be designated to investigate the particular practice or rule and to make proper recommendations to the Employer.

## 17.0 UNION REPRESENTATIVES

17.1 Stewards and Alternate Stewards. There shall be one (1) Steward and one (1) Alternate Steward for each shift, geographic area, facility or department, hereinafter called "district", where there are at least four (4) employees assigned to work; however, the minimum necessary to qualify for a Steward or Alternate Steward at the Golf Course shall be three (3). Each Steward or Alternate Steward shall be an employee with seniority working within the district he/she represents. If there are at least four (4) employees assigned to work in the district (or three (3) at the Golf Course), the Steward or Alternate Steward shall not be transferred to another district, nor shall any Steward or Alternate Steward work outside of their district during their regular work-day. The Alternate Steward shall only represent an aggrieved employee when the Steward is not available. When both the Steward and Alternate Steward are not available, the aggrieved employee shall be represented by the Chief Steward or by the President of Local 1418.

17.2 Overtime Work for Stewards. During scheduled overtime periods for more than three employees in the district, the District Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in the district that the individual can perform, and he shall be notified and scheduled.

17.3 List of Union Representatives. The Union will furnish the Employer of the unit with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, keep the Union advised as to its representatives.

17.4 District Stewards. The District Stewards, during their working hours, without loss of time or pay, may in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference. Discipline for such abuse shall be applied only after review by the Director of Employee Relations or his/her designee.

17.5 Chief Steward. A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or District Stewards prior to reducing the grievance to writing. The Chief Steward may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances, and that he will perform his regularly

assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference. Discipline for such abuse shall be applied only after review by the Director of Employee Relations or his designee.

17.6 Local President. The Local President or his representative shall be allowed time off his job without loss of time or pay to investigate a grievance he is going to discuss or has discussed with the Employer upon having received permission from the supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the Local President or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Local President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Local President or his representative will perform his regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

In addition to release time to investigate a grievance, the President shall have release time to conduct other union business.

The total amount of release time for investigating grievances and for other union business shall not exceed one-half of the President's scheduled work week or twenty (20) hours in any one week -- whichever is less, unless specific authorization for additional release time is provided by the Director of Employee Relations, or his/her designee.

The scheduling of such time off, except for emergency situations requiring the President's presence, shall be in the discretion of the President's supervisor and, except as herein set forth, the Union President shall report to his work station and perform such work as required by his supervisor.

17.7 Bargaining Team. The Employer agrees to recognize a union bargaining team comprised of up to five members (including the Local 1418 President) from among seniority Local 1418 employees at the University. Team members will be granted two (2) hours of release time each of two (2) weeks prior to the start of negotiations; and while negotiations are in session team members will be granted four (4) hours per week off from work with no loss of pay for the purpose of negotiating a new contract during each week that negotiations are actually held and such other time as may be granted by the University in its sole discretion to facilitate negotiations.

## 18.0 GRIEVANCE PROCEDURE

18.1 Grievances within the meaning of this grievance procedure shall consist only of disputes between an employee, a group of employees, and/or the Union and the Employer about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.



18.2 The Employer shall answer in writing all grievances presented to it in writing by the Union within the time limits specified in the following paragraphs unless the time limits are extended in writing by mutual agreement. Failure to provide an answer within the time limits provided shall cause the grievance to progress, upon the Union's demand, to the next step of the grievance procedure.

18.3 Grievance Definition. A grievance is a dispute or complaint concerning the interpretation, application or violation of the provisions of this Agreement. Grievances must be presented within thirty (30) calendar days following the date of occurrence or the date on which the aggrieved employee had knowledge of the facts upon which the grievance is based. Grievances may be filed by an employee claiming alleged violation of the Agreement, or a group of employees claiming an alleged violation of the Agreement which is alleged to impact two or more employees. A Union grievance is one which is based upon facts which allegedly impact the entire collective bargaining unit, the Union itself or the integrity of the collective bargaining process. Union grievances shall be filed in writing, signed by the President of the Local and filed at the third step of the grievance procedure.

18.4 Step One. If an employee believes he has a grievance and wants to present it through the grievance procedure, the employee may request that his District Steward be present during the oral discussion. The immediate supervisor will attempt to adjust the grievance by discussing it orally with the employee or give his final answer orally within two (2) working days from the date of the oral discussion.

18.5 If the grievance is not resolved by the oral discussion with the immediate supervisor or his subsequent oral answer, the employee or the Union will reduce the grievance to writing, stating the provisions of the Agreement alleged to have been violated and the resolution sought. The written grievance will be signed by the grievant and his District Steward and submitted to the immediate supervisor who will make a written answer to the grievance within two (2) working days from the date it is received. The employee or District Steward will then file the grievance with the department head of the unit or district.

18.6 Step Two. The department head or his designated representative, upon receipt of the written grievance, will, within five (5) working days, schedule and hold a meeting with the Chief Steward and District Steward and attempt to resolve the grievance. If the grievance is not settled at the meeting, the department head shall have five (5) working days from the date the meeting is held to make his written answer to the grievance.

18.7 If the written answer of the department head does not resolve the grievance, the Union may file the grievance at the third step within five (5) working days from the date the written answer is received. Failure of the Union to file the grievance at the third step within the five (5) working days will result in the grievance being settled on the basis of the department head's written answer and shall not be subject to further review.

18.8 Step Three. If the grievance is not resolved by the department head's written answer and is filed with the Labor Relations Office by the Local President, a meeting will be scheduled and held within seven (7) working days from the date the grievance is filed at the third step to discuss the grievance or grievances. The Union may have three (3) representatives at the meeting and the meeting may be attended by a council and/or international representative. If the grievance is not resolved at the meeting, the Labor Relations Office will make their written answer to the grievance within seven (7) working days from the date of the meeting.

18.9 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

18.10 Step Four: Arbitration (Written) If the matter is not settled at the third step, a request to move the matter forward to arbitration shall be filed by the Union within fifteen (15) calendar days of receipt of the third step decision. The Arbitrator shall be selected from a panel of arbitrators upon whom the parties have agreed. At any time the number of names on the panel drops below five (5), the parties will exchange additional names until they agree on additional arbitrators to be added to the list to bring it up to, or beyond, five (5). If the parties cannot agree upon a particular Arbitrator from the panel, each party will alternately eliminate a name until the last name remains. (The party which first eliminates a name shall be the party that went second the most recent past occasion this procedure was employed.) The last remaining name shall then be the Arbitrator selected for that grievance. At any time during the striking of names the parties may mutually agree to accept a particular Arbitrator. The Arbitrator selected by the parties shall be contacted by the party moving the grievance to arbitration within sixty (60) days of the date of notice of intent to arbitrate. The Arbitrator so selected will be requested to hear the grievance on the first available hearing date that can be arranged with the parties.

Either party may, with sixty (60) days notice, remove an Arbitrator from the panel. Once an Arbitrator has received notice that said services are terminated, he or she shall not hear any further cases. However, the Arbitrator shall render decisions on all cases that have been heard prior to receiving such notice.

These deadlines may be waived only by mutual written agreement between the parties. The fees and approved expenses of an Arbitrator shall be paid by the parties equally.

18.11 The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union, nor shall he interpret any insurance policy.

18.12 Grievance Withdrawal. A grievance may be withdrawn without prejudice upon mutual agreement between the University and the Union and if so withdrawn, all financial liabilities

shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within forty-five (45) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

18.13 Finality of Decisions. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved and the Employer. The Union will discourage any of its members in any appeal to any Court or Labor Board from a decision of any Arbitrator.

18.14 Computation of Back Wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Back wages shall be computed by using the regular hourly rate and, if applicable, the appropriate shift differential.

#### 19.0 SENIORITY DEFINED

19.1 An employee's unit-wide seniority shall be defined as his length of continuous service with the Employer since his last hiring date as an employee or, if initially employed as a temporary employee, since the date upon which he was changed to regular status. "Last hiring date" shall mean the date upon which an employee first reported for work as an employee at the instruction of the Employer since which he has not quit, retired, or has been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absences, approved vacations, sick or accident leaves or transfers. Employees will continue to accrue seniority during sick leave of less than two years duration. Unit-wide seniority and campus-wide seniority are synonymous.

19.2 Seniority Lists. Within ten (10) calendar days after the date of execution of this Agreement, the Employer will post a unit-wide seniority list on the appropriate bulletin boards. The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards at three (3) month intervals following the initial posting.

19.3 The names of all employees who have completed their probationary period shall be listed on the seniority list by department in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list for each department.

19.4 If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name.

19.5 If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first names.



19.6 By July 1 of the first year of the current Agreement, the Employee Relations Department will provide to the Union a list of full-time service dates for each bargaining unit member as corrected for non-applicable time since date of hire. Years of employment since the full-time service date apply towards satisfying the years of service requirement for official retiree status. The list will be by department. It shall include four columns: names of employees (beginning with the employee with the most full-time service), their department, their full-time service date, and their date of hire.

#### 20.0 PROBATIONARY PERIOD

20.1 New employees hired in a unit shall be considered as probationary employees for the first three (3) months of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the first three (3) months prior to the date the individual completed the probationary period. There shall be no seniority among probationary employees. If a probationary period is interrupted by an excused absence without pay in excess of one week, the probationary period shall be extended by the length of the excused absence.

20.2 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharge or discipline for other than Union activities.

#### 21.0 TEMPORARY EMPLOYEE

21.1 There shall be no seniority or recall rights for persons who are employed for a specific temporary job lasting eight (8) months or less. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period. However, if any of these persons are transferred to a regular job other than temporary in any unit covered by this Agreement within this eight (8) month period, he will be entered on the seniority list as of the latest date of hire.

21.2 A temporary employee who, without a break in service exceeding thirty (30) days, becomes a regular part-time or full-time employee, shall be given credit for each day worked as a temporary employee for purposes of probationary status, if such employee, as a regular part-time or full-time employee is performing the same or basically the same services he performed as a temporary employee.

21.3 The Employer shall, by January 15, April 15, and July 15, and September 15 of each year, provide a current list of all temporary employees employed by the Employer, doing bargaining unit work and the job assignments of such employees.

21.4 Notwithstanding anything herein to the contrary, if the Employer is unable after reasonable efforts to employ Oakland University students to fill employment needs of a temporary or seasonal nature during the period from April 15 through September 15, the Employer may employ persons during such periods for such temporary or seasonal needs, and

the rate of pay for such persons shall be that rate then in effect as the minimum wage provided pursuant to federal or state law, unless the Employer in its sole discretion elects to pay a higher rate. No person so employed shall replace a bargaining unit employee who has attained seniority pursuant to this Agreement. The Employer shall make reasonable efforts to employ members of racial or ethnic minority groups in the community at large.

21.5 It is understood and agreed that employees on layoff status will be provided the opportunity to accept such temporary and/or seasonal employment at such rates of pay as are provided, but it is further understood and agreed that provisions of this Agreement relating to call-in pay, scheduling and hours of employment shall not apply if regular employees accept such employment.

## 22.0 LOSS OF SENIORITY

22.1 An employee's seniority shall terminate:

- (a) If he quits.
- (b) If he is discharged and not reinstated.
- (c) If the employee is absent from work for three (3) consecutive work days without notifying his/her supervisor, or if unable to reach the supervisor, notifying his/her department, or if unable to reach the department, leaving a message with Public Safety. Notwithstanding the provisions of this sub-section, employee's seniority shall be reinstated if, to the satisfaction of the Employer, it appears that it was impossible for the employee to notify the Employer as required. Any dispute as to the Employer's determination shall be submitted as a grievance pursuant to the grievance procedure.
- (d) If he fails to report for work from layoff after being notified of the date to report for work by certified mail. Employees who fail to report for work as recalled shall be deemed voluntary quits and any disputes in regard to the interpretation of this section shall be referred to the grievance procedure.
- (e) If any employee is laid off for a continuous period of two (2) years, unless mutually agreed to the contrary by both parties.
- (f) If he retires, and receives retirement benefits as provided in this Agreement.
- (g) If the employee is, pursuant to procedures established by the Employer, placed on long-term disability leave and remains on disability leave which when combined with the sick leave period immediately preceding and contiguous with the long-term disability leave exceeds two years. If such employee is re-employed and returns to a position covered by this Agreement, his seniority including that which he otherwise would have accrued during the period of disability shall be restored.

(h) Any grievance alleging violations of this section by the Employer shall be submitted at the third step of the grievance procedure.

### 23.0 DISCIPLINE OR DISCHARGE

23.1 The Employer agrees, upon the discharge or discipline of an employee, to immediately notify the Steward of the employee's district of the discharge or discipline. The President of Local 1418 shall be immediately notified of the discharge of any bargaining unit employee.

23.2 A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the District and the Employer will make available an area where he may do so before he is required to leave the property of the Employer, unless the safety of persons or property would be jeopardized by not removing the employee from the premises immediately. Upon request, the department head of the unit or his designated representative will arrange for a hearing to be held with the discharged or disciplined employee and his Steward.

23.3 Should the discharged employee or the Steward consider the discharge to be improper, a grievance may be presented in writing by the Local President to the Labor Relations Office at the third step of the grievance procedure within seven (7) working days.

23.4 Should the disciplined employee or the Steward consider the discipline to be improper, a grievance may be presented at the first step of the grievance procedure to the immediate supervisor.

23.5 In imposing any discipline on a current charge, the Employer will not take into account a record of prior infractions that is more than two (2) years old.

23.6 Suspension or Discharge for Misconduct. The University may discipline an employee by suspension without pay or by discharge without any prior warning and without utilization of the Corrective Discipline steps described in paragraph 23.7, if the University, or its representatives, determine, based upon the preponderance of reasonable evidence, that "just cause" exists or that the employee has committed any act or acts which constitute a felony under state or federal law.

23.7 Corrective Discipline. Except as provided in paragraph 23.6, the University recognizes the objective of corrective discipline for employees. The corrective procedure may result in the suspension or discharge of an employee if the progressive severity of the disciplinary actions taken by supervision does not bring about the desired improvement in behavior or performance from the employee. Corrective discipline shall normally be in the order described below:

- (a) Step One. An oral reprimand shall be given to the employee, who shall have the right to have his union representative present at the disciplinary meeting. The employee's supervisor may place a notation in the employee's personnel file that such reprimand was given. The employee has the right to attach a rebuttal.



- (b) Step Two. A written reprimand shall be given to the employee, who shall have the right to have his union representative present at the disciplinary meeting. A copy of this written reprimand shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal.
- (c) Step Three. A one to five day suspension without pay shall be given to the employee, who shall have the right to have his union representative present at the disciplinary meeting and who shall receive a written notification of the suspension. A copy of the written notification shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal.
- (d) Step Four. At the sole and absolute discretion of the University, an employee shall be discharged or given an additional more extensive suspension without pay if the employee has previously been suspended in accordance with Step Three above. If the employee is given an additional suspension without pay and a written notification of the suspension is placed in his/her personnel file, the employee has the right to attach a rebuttal to the written notification.

#### 24.0 ABSENCES

24.1 Except pursuant to prior approval of his/her supervisor, an employee shall not absent himself/herself from work for any reason other than personal illness or extreme personal emergency. In the event of such illness or emergency, the employee or his/her agent shall notify the employee's supervisor or the designee or designees that said supervisor has selected and who have been identified to the Local as such in writing prior to the time of his/her scheduled work of the nature and duration of his absence, if possible. If the supervisor or his/her designee is not reasonably available for such notification, the employee shall provide such information via telephone voice mail to the supervisor or as otherwise directed by the supervisor. Unless the employee's original notice specifically indicated that the employee's absence would exceed a period of three (3) working days, the employee or his/her agent shall provide his/her supervisor with a status report at least every three (3) days thereafter, unless such requirement is specifically waived by the Employer due to the nature or extent of the absence. However, if return from absence may be from day to day, reporting of absences must be from day to day. Additionally, the employee must notify the Employer at least one (1) hour prior to the employee's scheduled time to report for work, whenever possible. Such notice as herein provided shall specifically include the telephone number where the employee or his/her agent can be reached if different from the employee's home phone number.

#### 25.0 TEMPORARY LAY-OFFS

25.1 Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of layoff procedures of this Agreement. If such temporary adjustment continues for more than ten (10) working days, the Union can request the Employer to adjust the working force according to the layoff provisions of the Agreement and the Employer will do so within five (5) working days thereafter. During such adjustments the

Employer will endeavor to give consideration in retaining the senior employees wherever time and circumstances permit.

#### 26.0 LAYOFFS

26.1 Where there is a decrease in force in a department or unit, temporary, any non bargaining unit part-time employee, and probationary employees in the department or unit will be laid off in that order, provided the seniority employees can do the available work.

26.2 Seniority employees will be laid off according to seniority, provided the greater seniority employees are able to perform the available work.

26.3 Employees affected may exercise their unit-wide seniority to replace employees with less seniority provided the employees can perform the work required.

26.4 An employee affected must exercise his seniority in the following manner:

1. Replace the least-senior employee in the same classification in another department or unit.
2. Replace the least-senior employee in another classification at the same rate of pay.
3. Replace the least-senior employee in another classification, below the affected employee's pay rate.
4. Replace a temporary employee in another department or unit; however, the affected employee shall not become a temporary employee for seniority or benefit purposes.

26.5 The procedures in regard to layoff shall apply in the event the Employer eliminates any bargaining unit position.

26.6 Employees to be laid off will have at least seven (7) calendar days' notice of layoff. The Local Union President will receive a list from the Employer of the employees being laid off on the same date the notices are issued to employees.

26.7 Any dispute concerning this section will be subject to the third step of the grievance procedure.

#### 27.0 RECALL PROCEDURES

27.1 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work.

27.2 Employees recalled from layoff shall have their unit-wide seniority restored as of the date of layoff.

27.3 Notices of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice or recall, he shall be considered a quit.

#### 28.0 WORK OPPORTUNITY OF LAID OFF EMPLOYEES

28.1 The Employer will, prior to employing new people in any department, give work opportunity to employees with seniority of other departments who are at the time laid off, providing the laid off employee can perform the available work.

28.2 Any employee who commences work in another classification or department under the provisions of this contract shall have preference on returning to his or her original classification or department when there is a vacancy. However, an employee who has displaced a less-senior employee in another department or classification during a layoff shall be able to use the aforementioned preference only during the initial call back in the employee's former department or classification. Thereafter, the employee must use the bidding procedure to return to his former department or classification.

#### 29.0 TRANSFER OF EMPLOYEES

29.1 If an employee with seniority is transferred to another job classification or department, his unit-wide seniority will be carried with him as long as the employee remains in the bargaining unit.

29.2 If an employee is transferred to a position under the Employer not included in the bargaining unit, and is thereafter transferred again to a position in the bargaining unit, he shall not accumulate seniority while working in the position to which he was transferred.

29.3 The Employer agrees that in any permanent movement of work not covered under 29.1, 29.2, it will discuss the movements with the Union prior to implementation in order to provide for the protection of the seniority of employees involved.

29.4 Employees transferring under the above circumstances (29.1 and 29.2) shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

#### 30.0 TEMPORARY TRANSFER

30.1 When an employee is temporarily assigned to a job with a higher rate, the employee shall receive the higher rate of the employee being replaced for each hour worked in that job.

#### 31.0 PROMOTIONS

31.1 The Employer will make promotions within each department available on a seniority basis to its employees who possess the general qualifications for the job under consideration.

## 32.0 VACANCIES

32.1 Posting. Job vacancies shall be posted for five (5) working days on the Union bulletin board. Prior to the actual posting the Union President (or designee) will be provided an opportunity to react to the posting information. Information on job posting shall include job title, opening and closing dates of the position, hours, wages, and location, along with general and special qualifications, if any, as well as required experience and/or training. The posting will also indicate if the employment period of the position is to be less than twelve months annually. Employees who possess the qualifications for the job shall indicate their desire for consideration by submitting to the Employment Office, prior to the closing deadline, a written notice which shall be dated and signed. If there are no internal applicants who are qualified, as described in paragraph 32.2, the posting may be extended to consider external applicants.

32.2 Filling Vacancies. Vacancies shall be filled as indicated:

- (A) If there are bargaining unit employees who apply for the position in a timely manner in accordance with the provisions of paragraph 32.1 and who are qualified, the position shall be awarded to the best qualified internal applicant. To be qualified, an applicant must possess the general and specific posted qualifications, as well as the experience and/or training required by the job posting, and must have demonstrated the "ability to do the job satisfactorily" by work performance with consistent high quality, high productivity, and competence; by diligent and conscientious work habits; by good attendance (including being at one's work station as expected); by getting along well with others; and by cooperation.

If two or more bargaining unit members are equally qualified and one of them is to be selected to fill the vacancy, the employee with the most bargaining unit seniority will be selected.

- (B) In determining both the best qualified applicant and whether an individual employee who applies for the position is qualified, the hiring supervisor shall be held to the standard of having a reasonable basis for the determination.
- (C) In the event the vacancy cannot be filled under (A) or (B) above, because there is no internal applicant who is qualified and whose application satisfies the provisions of paragraph 32.1 above, the employer reserves the right to hire a new employee. If the duties or qualifications of the posted vacancy are changed the position will be reposted.
- (D) In applying 32.2, the University will not discriminate against an individual because of their role as a union steward or officer.



32.3 Trial Period. The employee who fills the job shall be granted a thirty (30) working-day trial period to determine:

- (A) The employee's ability to perform the job
- (B) The employee's desire to remain on the job.

32.4 During the trial period, both the Employer and the employee shall have the opportunity to have the employee revert back to his former classification and position. During the trial period the employee shall be ineligible for any other position. If the Employer wishes to return the employee to his former position, he shall provide the employee written notice of the reasons why the employee is being returned to his former position with a copy to the Steward of the district. Any dispute in regard to the ability of the employee to satisfactorily perform the new position shall be subject to the grievance procedure. If the employee remains in the position for more than thirty (30) days, he shall be ineligible for any other position for a period of six (6) months.

32.5 During the trial period employees will receive the rate of the job they are performing.

32.6 During the trial period the employee shall be given appropriate instructions as to the performance of the job by the appropriate supervisor.

### 33.0 SHIFT PREFERENCE

33.1 Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be made within two (2) weeks following the end of the current pay period within which the written request is made, provided the employee can do the work.

### 34.0 STUDENT EMPLOYMENT

34.1 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. The Employer shall not use students to replace the regular work force within the bargaining unit but only to supplement the work force. The President of Local 1418 will be provided every two months a list of students employed in each department.

Replacement means that student employment is increased in a unit to absorb at least fifty percent (50%) of a bargaining unit employee's weekly work load (equal to the work load of a half-time - 20 hours per week - position) when bargaining unit staffing in that unit is reduced (either by an employee leaving the unit - i.e., by transferring to another job, resigning, being discharged, deceasing, retiring, etc. - or by layoff).

If the work available in a unit decreases, hours worked by student employees will be decreased before non-overtime hours of current bargaining unit employees in that unit are reduced. And student employees in that unit will be terminated before bargaining unit employees are reduced in non-overtime hours or are laid off (in accordance with applicable contractual provisions).

In the event a bargaining unit employee in a unit is bumped from his/her position through application of the layoff procedures, student staffing in that unit need not be reduced to "create" another bargaining unit position for the individual being bumped. Rather, the individual being bumped would exercise the bumping rights of the contractual layoff procedures in another unit/area, or, if bumping rights are exhausted, would be laid off.

### 35.0 SUPERVISION WORKING

35.1 It is the policy of the Employer that supervisory employees shall not perform work in any job classification of the bargaining unit.

35.2 Supervisory employees may perform bargaining unit work in emergency situations when regular employees are not immediately available, to conduct tests to analyze operational difficulties encountered with materials and/or equipment and to instruct or train employees including demonstrating proper methods of performing the work assigned.

### 36.0 WORKING HOURS

36.1 Shift Differential. Employees who work on the second or third shift shall receive, in addition to their regular pay, twenty-five (25) cents per hour and thirty-five (35) cents per hour respectively additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

### 36.2 Shift Hours.

- (A) The first shift is any shift that regularly starts on or after 5:00 a.m. but before 1:00 p.m.
- (B) The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m.
- (C) The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

36.3 Rest Periods. Employees shall take a rest period of not more than fifteen (15) minutes during each half day of work. Such period runs from the time said employee departs from his work station and the employee shall be at his work station upon expiration of the fifteen (15) minute rest period. Rest periods shall be taken at a time and a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

36.4 Wash Up Time. Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used.

36.5 Call-In Pay. An employee reporting for emergency duty at the Employer's request for work for which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate.

36.6 Time and One-Half\*. The following provisions apply to all areas of work in the bargaining units except those specifically covered by the original Letters of Agreement, the contents of which are contained in this Agreement.

- (A) Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.
- (B) Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
- (C) Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

\*Subject to supplemental agreements as additional units are recognized.

36.7 For the purposes of computing overtime pay for over eight (8) hours in an employee's work day and/or forty (40) hours in an employee's work week time on paid leave will be counted as hours worked. In addition, a holiday for which he/she receives holiday pay will be counted as a day worked.

36.8 In no case shall premium pay be paid twice for the same hours worked.

36.9 Equalization of Overtime Hours. Overtime hours shall be divided as equally as possible among employees in the same classifications in their district. An up-to-date list showing overtime hours shall be posted in a prominent place in each district before the 15th of each month.

36.10 Whenever overtime is required, the person with the least number of overtime hours in that classification within the district will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least overtime hours in their classification provided they are capable of doing the work.

36.11 For the purpose of this clause, overtime not worked because the employee was unavailable or did not choose to work will be charged to the employee. However, overtime will not be charged to the employee on authorized leave at the time the overtime was made available. Moreover, an employee whose work schedule is Monday through Friday and who is on

authorized leave on a Friday shall be considered, for purposes of being offered overtime on the following Saturday or Sunday, to be on authorized unpaid leave through the weekend--unless the employee and the supervisor mutually agreed that the employee would be available for overtime on the weekend. Additionally, an employee who is given advance approval for vacation or personal time on a Monday shall be considered to be on authorized unpaid leave on the preceding Saturday and Sunday if the employee included in his/her written request for the vacation or personal leave notification that he/she would not be available for overtime work during the weekend preceding the requested leave day. (For purposes of charging overtime to employees on a different five consecutive days work schedule than Monday through Friday, the last day of the work schedule shall be treated as though it were a Friday; the first day of the work schedule shall be treated as though it were a Monday; and the two days between the end of one week's schedule and the beginning of the next shall be treated as the weekend.) The actual number of overtime hours worked by the employee who accepted that overtime assignment shall be charged to the employee who was unavailable or chose not to work--except as specifically noted above.

36.12 Overtime hours will be reverted to zero (0) for all employees on September 1 of each year.

36.13 Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the date they were reclassified.

36.14 Employees completing their probationary period will be charged with the highest number of overtime hours that exist in their classification on the day the employee completes his probationary period.

#### 37.0 ASSIGNMENT OF RESIDENCE HALLS EMPLOYEES

37.1 It is agreed that employees in the Residence Halls may be assigned to other tasks between terms and during summer months without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications.

37.2 It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

#### 38.0 SKILLED TRADES

38.1 Skilled Improvement Program in Addition to or Not a Part of a Specific Skilled Trades and Groundskeeper/Greenskeeper Training Program. Skilled trades employees, groundskeepers, and greenskeepers may take approved courses (supervisor provides prior approval for reimbursement upon successful completion) to improve their skills in their respective field of employment beyond or aside from courses taken to fulfill requirements of a particular skilled trades or groundskeeper/greenskeeper training program. The employee is required to pay the full cost of each course. Upon successful completion of each course, an employee shall be reimbursed by the University for seventy-five percent (75%) of the cost of tuition for each such course.



38.2 Tuition Costs for Skilled Trades and Groundskeeper/Greenskeeper Training Program Courses. The University will pay the full cost of tuition for each specified course taken to satisfy the specific requirements of a particular skilled trades or groundskeeper/greenskeeper training program. The employee working toward completion of a program shall provide his/her supervisor with prior written notification for each course to be taken (and will obtain written University approval to take each course equivalency test). The employee must submit evidence of successful completion of the course to obtain reimbursement.

38.3 Filling Skilled Trades Positions. When the University posts a vacant skilled trades position, such position shall be available first to qualified bargaining unit members who apply. If no qualified bargaining unit member applies, the University will consider outside applicants. If subsequently the position is reposted with different qualifications, again it shall be available first to qualified bargaining unit members who apply. If none apply, the University will consider outside applicants. If an outside applicant with higher level skills/training/licensure is available and is selected, the University may hire him/her at the appropriate Skilled Trades level, which may be higher than that indicated on the posting.

38.4 This provision shall apply only to employees who entered a skilled trades classification prior to November 1, 1984. All employees in Skilled Trades I, II, or III positions shall be subject to automatic progression pursuant to the following schedule:

- (A) For each year of service to the Employer in a skilled trades position I, II, or III, the employee shall be advanced one step within the skilled trades classification progression.
- (B) For each two years of service as a Skilled Trades IV and V, the employee shall be advanced one additional step through the advancement to the Master Trades classification.
- (C) Wage progressions at the Skilled Trades IV and V levels shall be effective on the employee's anniversary date of entrance to the Skilled Trades classification after two years of employment in each of the IV and V levels and the quarterly adjustments of Skilled Trades I, II, III shall not apply.

38.5 Employees who enter a skilled trades classification subsequent to November 1, 1984 shall be eligible to progress through the skilled trades levels in accordance with the provisions of the Letter of Agreement Re. Skilled Trades Training Program which is a part of the Agreement.

38.6 Safety Glasses. All employees in the Skilled Trades will be provided with safety glasses. The Employer will pay the cost of frames and the lenses and the employee will pay for the eye examination. Employees who work in skilled trades or grounds jobs and must wear glasses on a continuous basis in order to perform their work and do not currently wear prescription safety

glasses may apply to their immediate supervisor for approval to purchase a pair of prescription safety glasses. If the purchase is approved, the employee will arrange and take the required eye examination and purchase a pair of prescription safety glasses. The Employer will reimburse the employee for the cost of the glasses only (lenses and frames) upon submission of the paid receipt for the eye examination and the glasses. The paid receipt must indicate the glasses purchased by the employee are prescription safety glasses. Employees who damage or break their prescription safety glasses in the performance of their assigned work through no fault of their own and can justify to their immediate supervisor the breakage or damage to their prescription safety glasses was due to the work performance, may receive approval to repair or replace their glasses in accordance with the above policy, except that in instances when an employee has had an eye examination within the previous two years, he/she will not at this time be required to have another eye examination at his/her expense.

38.7 Temporary Assignment for Skills Development. An employee in the Skilled Trades may be temporarily assigned to a job with a higher classification in order to gain the skill and knowledge required to be advanced within the Skilled Trades, and such temporary assignment shall not qualify for the higher pay rate associated with that higher classification.

38.8 Temporary Assignment to Perform the Regular Duties of a Higher Rated Job. When a Skilled Trades employee is temporarily assigned to perform the regular duties of a higher rated position, such as would occur when he/she replaces another employee in the higher rated classification, he/she shall receive the higher rate of the employee being replaced for each hour worked in that job.

38.9 Standby and Pay. An employee who volunteers or is assigned standby responsibility for emergency call-in during a seven (7) day period of Monday through Sunday will receive one hour's pay at his regular straight time hourly rate for each twenty-four (24) hour day he is on standby. In the event there are no volunteers for a seven-day period and an employee must be assigned, the assignment will be given to the employee in the department who has worked the least amount of overtime. Employees either volunteer or are assigned standby on the basis of a seven-day period. In the event an employee is scheduled to work in the afternoon shift, no standby will be assigned and emergencies on the third shift will be handled on a call-in basis. Standby will then be scheduled to apply only to weekends.

#### 39.0 BENEFITS WHILE ON LEAVE

39.1 The employee who is on unpaid personal leave, leave for temporary termination of his work, or leave for sickness or disability, will not receive pay for holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. If an employee wishes to maintain group life insurance and hospital-medical insurance, the employee should check with the Staff Benefits Office of the Employee Relations Department about paying the required premiums during the leave period. No other insured benefits will be maintained during the leave. All leaves of absence must be approved by the department head and cleared through the Employee Relations Department.

39.2 Family and Medical Leave Act (FMLA). Notwithstanding any other provisions of this Agreement, including leave of absence provisions, the University will provide to employees represented by the bargaining unit all leave and medical benefits prescribed by the Family and Medical Leave Act of 1993 (FMLA). To the extent that FMLA requires greater benefits than this Agreement, FMLA shall be followed. To the extent that this Agreement provides greater benefits than FMLA, this Agreement shall be followed. Employees' paid vacation time shall only be used for FMLA leave when requested by the employee and approved by the employer.

#### 40.0 PHYSICIAN'S EXAMINATION AND MEDICAL DISPUTE RESOLUTION

40.1 The University may require an employee to undergo an examination at University expense by an appropriate medical doctor selected by the University prior to return from medical leave or extended layoff or whenever the University has good reason to believe that the employee may be suffering from a physical, emotional, or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly all the duties of his/her position. Additionally the University may require an examination at University expense by an appropriate medical doctor selected by the University to verify whether an employee asserting that he/she is disabled from working is disabled and to what degree.

The employee shall have the right to appeal the findings of the examination in either of the two instances described above by submitting findings from a medical doctor of his/her choice at his/her expense.

If there is a dispute between the findings of the two (2) physicians, the University and the employee shall attempt to agree upon a third medical doctor to resolve the dispute. The third medical doctor would submit a report to the University and the employee, and the decision of this third doctor will be binding on both parties. In the event the University and the employee cannot agree on a third doctor, the examination shall be performed at Henry Ford Hospital or William Beaumont Hospital (Royal Oak) and the results of the examination will be binding on both parties. The costs of the examination by an agreed upon third medical doctor or an examination at Henry Ford Hospital or William Beaumont Hospital (Royal Oak) shall be shared equally by the University and the employee.

#### 41.0 FUNERAL LEAVE

41.1 If a death occurs among members of an employee's immediate family the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days.

41.2 Definition of Immediate Family. The immediate family shall be interpreted as including: wife or husband, child, step-child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half-brother, and half-sister.

41.3 One day, the day of the funeral, is allowed in the case of the death of an aunt, uncle, nephew, or niece.

41.4 Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

#### 42.0 JURY AND WITNESS SERVICE

42.1 An employee who loses time from his assigned schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at his hourly rate plus shift or special schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee will furnish the Employer a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. The employee will report for available work when released from jury duty or witness service.

#### 43.0 SICK LEAVE

43.1 Accumulation. Every full-time employee and every employee who is regularly scheduled to work at least thirty (30) hours per week on a continuous basis, shall accumulate and be credited with thirteen (13) working days of sick leave with pay per year, to be credited at the rate of four (4) hours for each bi-weekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred and twenty (120) working days.

43.2 All employees shall accumulate sick leave from the date they are hired.

43.3 Employees who are regularly scheduled to work at least twenty (20) hours per week but less than thirty (30) hours per week on a regular basis will be entitled to sick leave benefits of three (3) hours per pay period.

43.4 Availability. Sick leave shall be available for use by employees for the following purposes:

- (A) Acute illness or incapacity over which the employee has no reasonable control.
- (B) Absences 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.



- (D) Disability due to pregnancy or childbirth.
- (E) Acute and serious personal illness of a husband, wife, son or daughter (natural or adopted or step) who is a member of the employee's household which requires the employee to provide care to said person during the employee's work schedule. "Required to provide care" means that no other arrangements are possible.

43.5 Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

43.6 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

43.7 An employee who transfers from one unit to another shall transfer with him any unused sick leave.

43.8 Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces shall, upon re-employment by the Employer, have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

43.9 Rate of Pay. All payments for sick leave shall be made at the employee's current rate of pay.

43.10 Holiday Pay. An employee using sick leave during a period that included 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.

43.11 Employees on authorized paid leaves shall accrue the sick leave provided in the paragraphs above on the basis provided above.

43.12 Retirement Payoff for Sick Leave. An employee under the University NonContributory Retirement Plan who separates from the Employer for retirement purposes in accordance with the provisions of the University Non-Contributory Retirement Plan shall be paid for fifty percent (50%) of his unused sick leave, but not to exceed a maximum of fifty percent (50%) of one hundred (100) days, as of the effective date of separation.

43.13 An employee not under the University Non-Contributory Retirement Plan who has at least five (5) years, but less than ten (10) years of continuous service and has attained sixty-five (65) years of age at the time of his separation, shall be paid fifty percent (50%) 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 sixty-five (65) years of age at the

time of his separation shall be paid one hundred percent (100%) of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

43.14 Review. Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his disability. Requests for a physician's statement shall not be arbitrary or capricious.

#### 44.0 UNION EDUCATION LEAVE

44.1 Leaves of absence with pay will be granted to those employees with seniority who are elected or selected by the Union for attending educational classes, business sessions, or conventions conducted by the Union. Leaves of absences granted, pursuant to this section to employees so selected or elected, shall not exceed an aggregate total of twenty (20) working days per calendar year, and no one employee so selected or elected shall be granted such leave for more than fifteen (15) working days. Such absences shall be approved if not less than five (5) working days notice is given to the employee's supervisor and the Employee Relations Department, and provided that the employee's absence will not unreasonably interfere with the Employer's operation.

#### 45.0 WORKERS' COMPENSATION

45.1 All employees are provided workers' compensation coverage by the Employer, with these features:

- (A) Lost time (absence) of seven calendar days or less is not compensable under the Workers' Compensation Act provisions. However, the University will compensate employees who have been injured on the job and who are absent from work due to such injury for seven calendar days or less at the straight-time regular rate of pay for all such work time missed. Such payments shall be "administrative pay" and shall not be charged to the employee's accruals. A condition of such payment is that the employee shall follow the instructions of the Employer and shall return to work no later than the time recommended by the Employer's physician.
- (B) For lost time of at least eight calendar days but less than fourteen calendar days the Workers' Compensation Act provides that the employee shall be compensated in accordance with the Act from the eighth day of absence (lost time). In such cases, the University provides payment to the employee in accordance with (A) above (i.e., the employee receives "administrative pay") and compensation under the Act begins on the eighth day of absence. The injured employee may supplement his/her compensation upon request by utilizing accrued sick time (and vacation time when sick time accruals are exhausted) to provide payment in the amount that his/her compensation under Workers' Compensation falls short of his/her regular pay. Only the difference between Workers' Comp and the employee's regular pay shall be deducted from sick leave or vacation.

- (C) For lost time of fourteen days or more, the workers' compensation act provides that the injured employee shall be compensated in accordance with the provisions of the Act from the first day of absence. The injured employee may supplement his/her compensation under the Act upon request by utilizing accrued sick time (and vacation time when sick time accruals are exhausted). Only the difference between Workers' compensation and the employee's regular pay shall be deducted from sick leave or vacation.
- (D) If the length of absence (period of lost time) is not initially projected to last at least fourteen (14) calendar days, the University would provide "administrative pay" to cover the first seven (7) calendar days of absence. Then if the lost time does exceed thirteen (13) calendar days, the employee's compensation for the first seven (7) calendar days is retroactively covered by the workers' compensation insurance; and the amount of payment provided by the University over and above the workers' compensation payments are charged to the sick leave accruals (first) and vacation accruals (if sick leave accruals are exhausted).

45.2 Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

#### 46.0 LEAVES WITHOUT PAY

46.1 Educational Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

#### 47.0 ILLNESS OR DISABILITY LEAVE

47.1 When a leave of absence without pay is granted due to illness, disability or disability due to pregnancy or childbirth, the employee must procure and have available to the benefit of the Health Center a physician's transcript relative to the case before the employee reports for the required physical examination. Absences of this nature can be extended to a maximum of two (2) years and shall be without loss of seniority. Requests for leaves or extensions of leaves pursuant to this section shall be made in writing within a reasonable time.

#### 48.0 MILITARY LEAVE

48.1 Extended Service. Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service, or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and non-recurrent period.

48.2 Short Tours of Duty. Regular, full-time employees who belong to the National Guard, Armed Forces Reserves, or similar military organizations, will be allowed the normal fifteen (15) days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed an additional ten (10) days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and regular pay if his military pay is less. If the employee takes military leave during his vacation, he will receive full pay.

48.3 Requests for leaves or extensions of leaves pursuant to this section shall be made in writing within a reasonable time, if possible.

#### 49.0 PERSONAL LEAVE

49.1 Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need or extreme personal emergency for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's immediate family, child rearing, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of a temporary termination of the employee's work, lasts for a period of thirty (30) days or more the employee must take another physical examination before resuming to work. Requests for leaves or extensions of leaves pursuant to this section shall be made in writing within a reasonable time.

#### 50.0 UNION BUSINESS LEAVE

50.1 Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer may at the written request of the Union receive temporary leaves of absences without pay for periods not to exceed two (2) years or the terms of office, whichever may be shorter.

50.2 Upon their return they shall be re-employed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination at the Health Center before returning to work.

#### 51.0 HOLIDAY PROVISIONS

51.1 The paid holidays are designated as Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

51.2 Saturday Holidays. Whenever one of these holidays falls on a Saturday and the employee does not work on that 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 the supervisor.



51.3 Sunday Holidays. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except the day before Christmas and the day before New Year's which shall be considered separately each year.

51.4 If an employee is absent on the working days immediately preceding or immediately following the holiday he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of the 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.

51.5 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.

51.6 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

51.7 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.

51.8 Holiday Recess. Employees not scheduled by the University to work on days designated by the University as holiday recess days between Christmas and New Year's Eve shall be granted paid recess time. If the employee is scheduled to work on recess days, he/she shall be entitled to compensatory days off with pay for the scheduled days worked. The compensatory days must be taken during the calendar year following the recess period at such times as are approved by the employee's supervisor and must be selected in advance in accordance with the scheduling plan adopted by the supervisor. (Normally, no more than one or two employees on a shift in a unit would be permitted to select the same date for a compensatory day.) A regular, part-time employee shall be entitled to compensatory time off with pay based on the proportion which his/her work schedule bears to full-time employment. Recess pay for all employees shall be proportionate to the hours which would have been scheduled for those days if they were not identified by the University as recess days. Employees who must be scheduled to work a regular shift during the recess period with short notice shall be paid at their regular rate for the regular shift (for which they shall be granted a compensatory day) and overtime for additional hours.

## 52.0 LONGEVITY PAY

52.1 All employees who have been regularly scheduled to work at least thirty (30) hours per week as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

52.2 Longevity pay will be computed as a percentage of employees' regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the

first regularly scheduled pay period of the calendar year in which the longevity pay is due. Base salary or wage shall not include overtime or premium pay. Longevity pay shall be based on full-time continuous service (full-time being 30 or more hours per week in this instance).

52.3 Following completion of six (6) years of continuous full-time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive longevity payments as provided in the schedule.

52.4 To be eligible for longevity payments subsequent to the first payment, an employee must have completed continuous full-time service equal to the service requirement by original eligibility plus a minimum of one (1) additional year of such service for each payment.

- (A) Continuous "full-time service" means the employee has been scheduled and worked at least thirty (30) hours per week for thirty-nine (39) weeks during the year.
- (B) If the employee is absent in an unpaid leave or layoff status for more than thirteen (13) weeks in the year (October 1 through September 30), he/she is not eligible for a longevity payment following completion of that year and the "Longevity date" shall be adjusted for future years.
- (C) The "longevity date" is used to determine the total years of "continuous service" in which the longevity pay percentage factor (see 52.7 below) is based.

52.5 Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1966.

52.6 Effective October 1, 1966, pro-rated payments shall be made to those employees who retire under the University Non-Contributory Retirement Plan prior to October 1, 1967, 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 sixty-five (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 1 to the date of retirement, separation, or death and shall be made as soon as practicable thereafter.

52.7 No longevity payments as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$12,000 for the 1990-91 contract year and \$15,000 thereafter.

## LONGEVITY PAY SCHEDULE

Continuous Service	Annual Longevity Pay
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

### 53.0 PERSONAL LEAVE DAY

53.1 Two (2) personal leave days (16 hours), with pay shall be granted annually to each full-time continuous employee on the employment rolls as of July 1 for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This date shall include time off to attend religious service of the employee's own choice, such as Good Friday; time off for the celebration of the employee's birthday; and time off to vote. Each full-time continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

53.2 In addition to the personal leave days set forth above, employees who have accumulated fifty (50) or more sick days pursuant to section 43.0 of this Agreement, shall be granted one additional personal leave day pursuant to this section for a total of three (3) days. Employees who have accumulated one hundred (100) sick days pursuant to section 43.0 of this Agreement shall be credited with two additional personal leave days pursuant to this section for a total of four (4) days. Such additional personal leave days shall initially be calculated when the employee has accumulated sufficient sick days to qualify for the additional day (unless there is less than one month before the beginning of the new fiscal year) and at the beginning of the Employer's fiscal year thereafter only if the employee has maintained the requisite unused sick leave required for the granting of such additional personal leave days. For an employee who previously satisfied the "fifty (50) days" or "one hundred (100) days" criterion to qualify for additional personal leave time but then fell below the respective level due to an extended absence for illness or injury and thereby did not receive the extra personal time at the beginning of the next fiscal year, this option is available: If the employee during the fiscal year--but before June 1 of the next fiscal year--again meets the prescribed standard fifty days of sick leave accrued or one hundred days of sick leave accrued, he/she may make a written request to the Personnel Records Office in the Employee Relations Department for the granting of the additional personal day. The written request will then trigger a review of the accrual records, and if it is determined that the employee

has satisfied the respective criterion, the extra personal day will be awarded no later than thirty calendar days from the date of submission of the written request.

53.3 The personal leave day, or fraction thereof, credited to each full-time continuous employee shall be utilized and charged to him in increments of not less than one (1) full hour.

53.4 The personal leave day, or any fraction thereof, shall not be utilized during an absence for sick leave or during any other leave of absence.

53.5 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

53.6 The employee shall obtain the approval of his supervisor prior to being absent for all, or any part, of his/her personal leave days.

#### 54.0 VACATIONS

54.1 Vacations with pay are based on an employee's length of employment as shown in the following schedule:

<u>Length of Full-time Service</u>	<u>Maximum Vacation Hours Earned in One Year</u>	<u>Actual Vacation Hours Earned Per Pay Period</u>
0 to 4.5 years	96 hours	3.69 hours
4.5 to 9.5 years	128 hours	4.92 hours
9.5 to 14.5 years	152 hours	5.85 hours
14.5 years and over	192 hours	7.38 hours

54.2 An employees's vacation accrual will be based on his/her scheduled hours in the work week.

54.3 Vacation hours are accrued at the end of each pay period. A regular full-time employee and employees who are regularly scheduled to work at least thirty (30) hours per week on a regular basis, shall earn according to the schedule shown above. Years of service must be consecutive, and an employee will be given credit only for the time actually worked, while on paid leaves, or while on layoff status for periods of less than two years, for purposes of meeting the requirements of the progressive vacation plan. Vacation time may be accumulated up to the amount of vacation time an employee accumulates in an eighteen (18) month period. In the event an employee has accumulated vacation hours in excess of the amount accruing in a fifteen (15) months period, the employee shall, upon written request to his/her supervisor, be granted vacation leave within ninety (90) calendar days of submission of the request, of sufficient duration to assure that said employee will not "lose" earned vacation benefits. If such leave is not granted to an extent necessary to assure no loss of vacation benefits, said employee shall be paid



at his/her regular rate for each day of vacation which would be accumulated but for the eighteen (18) months limitation provided herein. Notwithstanding the above, no employee shall accrue vacation credits while on unpaid leaves or layoff.

54.4 Employees who were regularly scheduled to work at least twenty (20) hours per week but less than thirty (30) hours per week shall be entitled to vacation benefits as follows:

Length of Full-time Service	Maximum Vacation Hours Earned in One Year	Actual Vacation Hours Earned Per Pay Period
0 to 4.5 years	72 hours	2.77 hours
4.5 to 9.5 years	96 hours	3.69 hours
9.5 to 14.5 years	114 hours	4.39 hours
14.5 years and over	144 hours	5.53 hours

54.5 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his earned vacation hours.

54.6 If an employee stops working for the Employer 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. In case of death, the vacation money due the employee will be paid to any beneficiary designated by the employee to receive such funds on forms to be provided by the Employer, or if no such designation has been made, to the employee's estate.

54.7 If a holiday falls within an employee's vacation, the employee will not have a vacation day deducted from his/her accrued balance for such holiday.

54.8 An employee may take his vacation at any time in the course of the year as long as he has provided appropriate notice to his supervisor and as long as his proposed vacation conforms to the needs and requirements of his individual department.

54.9 An employee may submit a request to his/her supervisor to take a vacation at any time during the year. The supervisor will approve vacation requests based on work requirements of the department. Vacation requests should be for periods of not less than one week at a time, but, with the specific approval of the employee's supervisor, requests for vacations of less than one week at one time may, at the discretion of the supervisor, be granted. Employees should submit vacation requests as far in advance of the requested vacation as possible.

54.10 In the event a dispute arises between two or more employees as to the scheduling of vacation, and the Employer is unwilling or unable to allow both employees to take the requested

vacation at the same time, if consistent with the supervisor's work needs, the employee with the most seniority shall receive preference if the request is made sixty (60) calendar days or more before the vacation start date. However, if vacation requests for the same time are made within sixty (60) days of the vacation start date, the employee with the earlier date of request shall be given preference.

54.11 Supervisors will, within ten (10) working days, provide a written response to an employee submitting a written vacation request, indicating approved or disapproved. However, approval may be conditional in accordance with the provisions of paragraph 54.10.

#### 55.0 UNIVERSITY NON-CONTRIBUTORY RETIREMENT PLAN

55.1 All regular, full-time employees who were hired prior to attaining their fifty-third (53rd) birthday and satisfactorily completed their probationary period are eligible to continue to participate in the University's Non-Contributory Retirement Plan if the employee requested to do so prior to September 1, 1975. An employee's retirement benefits will be computed from the date of hire. Under this retirement plan an employee must have at least fifteen (15) years of continuous full-time service to be eligible for benefits at sixty-five (65) years of age or over. Such benefits would be payable on the first of the month following the date of retirement.

55.2 A qualifying employee with at least fifteen (15) years of continuous service may request retirement on the first of the month following attainment of age sixty-two (62) and retirement benefits will be paid to him/her beginning with the first of the month following attainment of age sixty-five (65). However, if retirement occurs between ages sixty-two (62) and sixty-five (65), pension benefits may begin prior to age sixty-five (65) but the benefits will be actuarially reduced to the extent retirement occurs prior to age sixty-five (65). An employee will receive credit for all the years of his continuous full-time employment in computing retirement benefits.

55.3 An employee with twenty-five (25) years of service under the retirement plan may retire under one of the following options:

- A. The employee may elect a pension starting on the first of the month after retirement following completion of twenty-five (25) years of service based on years of service but with a penalty (actuarial reduction) of one year for each year he lacks of attaining age sixty-five (65), or
- B. If the employee is sixty-two (62) years of age, the employee may retire with a pension that starts the first of the month following attainment of age sixty-two (62), but the benefits will be actuarially reduced to the extent retirement occurs prior to age sixty-five (65).

55.4 Calculations of Non-Con only pension benefits shall be as follows:

- A. Service credits for the determination of the pension benefit shall be 1% for each of the first 10 years of continuous employment and 2% for each year thereafter.

- B. The annual pension benefit shall be determined by multiplying the average yearly earnings, computed for the five (5) consecutive years of highest earnings, by the service credits, and then adding ten percent (10%).
  - C. The maximum annual pension benefit shall be three thousand and five hundred dollars (\$3,500.00).
- 55.5 An employee covered solely by the University Non-Con Plan shall be provided after retirement at University expense with life insurance in the amount of \$2,000 (or, in lieu thereof, and at the employee's option, a \$1,000 payment at time of retirement).
- 55.6 Frozen Non-Contributory Retirement Plan Benefits may be available to employees who were employed prior to June 30, 1975, and either were not eligible to remain solely in the Non-Con only plan or elected not to remain.
- A. Those employees whose potential benefits in the Non-Con Plan were frozen as of June 30, 1975, are also eligible to participate in the Multiple Option Retirement Program as described in Article 56 below. To be eligible to receive such frozen pension benefits, an employee must obtain retirement eligibility status as defined under paragraphs 55.1, 55.2, or 55.3.
  - B. Payment of the Frozen Non-Con pension shall occur as follows:
    - (1) The full annual Frozen Non-Con retirement pension for persons who meet the full-time service requirement of fifteen (15) years and the age requirement of at least sixty-two (62) shall commence at the first of the month following attainment of age sixty-five (65) if retirement has occurred. If retirement occurs between ages sixty-two (62) and sixty-five (65), pension benefits may begin prior to age sixty-five (65) but the benefits will be actuarially reduced to the extent retirement occurs prior to age sixty-five (65).
    - (2) An employee who meets the service requirement of twenty-five (25) years may retire at any time with the Frozen Non-Con pension benefits to commence the first of the month following retirement. However, these benefits will be actuarially reduced to the extent retirement occurs prior to age sixty-five (65).
  - C. The Frozen Non-Con pension benefit shall be calculated as follows:
    - (1) Service credits for the determination of the pension benefit shall be 1% for each of the first 10 years of continuous employment and 2% thereafter through June 30, 1975.

- (2) The annual pension amount shall be determined by multiplying the employee's annual earnings for the year ended June 30, 1975, by his/her service credits as of that date and then adding 10%.
  - (3) The maximum annual Frozen Non-Con pension benefit shall be three thousand and five hundred dollars (\$3,500.00).
- D. An employee retiring with a Frozen Non-Con plan pension benefit may also receive a retirement pension from contributions made to the Multiple Option Retirement Program.

55.7 Hospital-Medical Insurance for Retirees. A retiree who has attained age sixty-five (65) and has at least fifteen (15) years of full-time active service shall be provided with hospital-medical insurance to supplement Medicare Parts A and B if the retiree had continuously remained in a University group health plan after retirement. This benefit is available as follows:

Effective March 1, 1995, if the retiree is in a University Blue Cross/Blue Shield of Michigan (BCBSM) group plan, the currently available plan for Medicare complementary coverage shall be BCBSM Comprehensive Hospital Care--Semi-private and Blue Shield MVF-1 Preferred (for Medical Services), including the following riders: D45NM (hospital care), CCCLC (convalescent care), FAE-RC (physician charges for treatment in life-threatening emergency), ML (diagnostic laboratory and X-ray), PD (prescription drugs with \$5 co-pay), SD (sponsored dependent), COB-3 (coordination of benefits), SAT-2 (substance abuse treatment), GLE-1 (exclusion of experimental services), SOT-PE (specified organ transplant coverage), MM Option V (master medical: deductible of \$150 for one individual or \$300 for two; 80% reimbursement on all eligible expenses but psychiatric and private duty nursing, which is 50%), EF/XF (exact fill medicare complementary coverage), RPS (routine pap smears), MMC-PD (exclusion of prescription drug benefit from master medical), HCB-1 (hospice care benefits under certain conditions), RM (routine mammography), PD-MAC (generic drugs unless doctor specified), PCES (voluntary second surgical opinion), MMC-PDC (prior deductible carry over), RAPS (defines medical necessity and how professional providers are reimbursed), BMT (bone marrow transplants), HMN (hospitalization for medical necessity only), ASFP (outpatient surgery in approved free-standing facility), XTMJ (coverage for TMJ treatment), MMC-XTMJ (master medical coverage for TMJ treatment). If the retiree is in an HMO plan, Medicare complementary coverage shall be through that plan. Available Medicare complementary plans and the provisions of those plans in future years are subject to change by the University. Except for persons who have already retired or do retire by March 1, 1995, the University monthly contribution in calendar year 1995 toward the insurance premium for Medicare complementary coverage shall be up to the amount of \$214.23 (the full premium charged in 1995 for the BCBSM plan). In future years the University contribution shall be limited to the amount contributed in the previous year for the BCBSM plan for persons who have retired after March 1, 1995, increased by 4%. For persons who have retired by March 1, 1995, the University will continue to pay the full cost of the monthly premium for the available Medicare complementary plan selected for participation.



Additionally, the retiree's spouse is eligible for continued coverage (supplemental to Medicare if the spouse is age sixty-five (65) or older or continued coverage under a University group medical plan for those not eligible for Medicare). The University's monthly contribution for the premiums for spousal coverage shall be as follows: (a) if the plan is Medicare complementary coverage, the University contribution shall be the same as for the retiree described above; (b) if the coverage is for a spouse under age sixty-five (65), the University contribution shall be limited to the amount contributed by the University for single coverage in that same group health plan for active employees. Any premium costs for hospital-medical coverage beyond the University contribution as described above shall be the responsibility of the retiree or the retiree's surviving spouse who shall be required to make arrangements with the Oakland University Staff Benefits Office to pay for such monthly premium costs. Continued premium contributions from the University are subject to timely monthly payments from the retiree or surviving spouse of amounts beyond the University contribution.

The University will establish a fund from which monthly premium costs of group health coverage may be paid for an employee who retires after November 1, 1987 and her/his spouse after the retiree attains age 62 and until she/he becomes eligible for the coverage at age 65 described immediately above. The retiree must have retired in accordance with the provisions of paragraph 56.4 (retirement age and service requirements). The annual contribution to the fund shall be \$25,000 effective calendar year 1997. Amounts not used during one fiscal year will be carried over to the next fiscal year. If requests are in excess of available funding, remaining funds will be prorated among those who qualify. Two times per year the University shall provide the union with a report on usage and funds remaining. In no event will premium payments from this fund exceed University contributions for active employees for like coverage. The retiree must make advance arrangements with the Staff Benefits Office to pay whatever premium costs for this coverage are not paid from the fund or the coverage will not be provided.

A retiree with twenty-five (25) years of full-time active service who has not attained age 62, may elect to continue group hospital-medical coverage to age sixty-five (65) at his/her own expense by making advance arrangements with the Staff Benefits Office. Upon attainment of age 62, the retiree would then become eligible for premium payments to be paid from the fund along with other retirees between the ages of 62 and 65.

Eligibility for coverage at age 65 at University expense or for coverage between age 62 and 65 supported by the fund depends upon continued participation in the group hospital medical plan following termination from active service.

55.8 Medicare Complementary Premium Fund. The University will establish a fund from which age 65 or older individual official retirees (i.e., individuals who have satisfied the age and service requirements of paragraph 56.4) who have retired after March 1, 1995, and/or their spouses may receive a monetary benefit to be applied to the retiree's share of the monthly premium cost for Medicare Complementary Coverage (ref. paragraph 55.7). Beginning with

calendar year 1994, the University will make an annual contribution to the fund in the amount of \$5,000. Amounts not used in one calendar year shall be carried forward to the next calendar year. Requests shall be made at the beginning of each calendar year or when first eligible in a calendar year and shall be honored on a first come, first served basis. The benefit amount shall be the retiree's share of the monthly premium cost. Benefits will not be paid when the fund drops below an amount required to provide the full monthly benefit amount for each eligible retiree who has made a timely request. Two times per year the University will provide the Union with a report on usage and funds remaining. The retiree (and/or spouse) must make advance arrangements with the Staff Benefits Office to pay whatever premium costs are not paid from this fund or the coverage will not be provided. At the expiration date of the current Agreement, this fund will cease to exist unless the University and the Union agree to continue it in a successor Agreement. Remaining monies in the fund at the time of its discontinuance will be transferred to the Career Development Fund (paragraph 64.3).

#### 56.0 MULTIPLE OPTION RETIREMENT PROGRAM

56.1 The Employer will make available to all non-temporary full-time employees and to all employees who regularly work at least thirty (30) hours per week and who have completed at least three (3) years of service a Multiple Option Retirement Program (MORP) with these provisions:

- A. Two tax-deferred retirement plans are available in the Multiple Option Retirement Program: TIAA-CREF and Fidelity. Information regarding these plans is available from the Staff Benefits Office. The University and the Union may mutually agree to add other options or to disassociate from any of these plans.
- B. Employees may enroll in the program within sixty (60) days of the completion of three (3) years of active service with a regular work schedule of thirty (30) or more hours per week. If employees fail to enroll when first eligible, they may enroll at any time thereafter, but participation cannot be made retroactive.
- C. The University shall contribute twelve percent (12%) of each participating employee's salary on a monthly basis.
- D. Employees newly enrolled after that date must specifically authorize any elective employee contribution to the program at the time they enroll.
- E. The University's contribution and any employee contribution are fully vested and the dollar value is based on interest and earnings experience of the vehicle selected. The University does not guarantee a return of principal or earnings on investments.

56.2 Employees who are participating in the Multiple Option Retirement Program and who "retire" or terminate without meeting the age and service requirements identified in 55.1, 55.2, or

55.3 shall receive a pension solely from contributions to the Multiple Option Retirement Program and shall not qualify for Hospital-Medical Insurance for Retirees (see paragraph 55.7).

56.3 Employees participating in the Multiple Option Retirement Program, who have Frozen Non-Con Benefits, and who meet the age and service requirement identified in 55.1, 55.2 or 55.3 shall be eligible upon retirement for pension benefits from Multiple Option Retirement Program contributions, for pension benefits from the Frozen Non-Con Plan and for Hospital medical Insurance in accordance with the provisions of paragraph 55.7.

56.4 Employees who "Retire" after meeting the age and service requirements of 55.1, 55.2, and 55.3 are eligible for Hospital-Medical Insurance Coverage as described and as provided under 55.7 whether or not they are also eligible for a pension under the Non-Con Plan, the Frozen Non-Con Plan, or the Multiple Option Retirement Program.

56.5 Supplemental Retirement Plan. The University shall provide all employees who are regularly scheduled to work twenty (20) or more hours per week the option of investing, at their expense, in supplemental retirement tax-deferred vehicles as identified in paragraph 56.1 A, subject to conditions established by the respective companies. Monthly contributions to this program must equal at least \$25.00.

#### 57.0 HOSPITAL-MEDICAL PROGRAM

57.1 Hospital-Medical Coverage. The University will provide health insurance plans as described in subparagraphs (a) and (b) below for all full-time and part-time bargaining unit employees who work a minimum of twenty (20) hours a week and who have completed their probationary period with University and employee contributions for the monthly premiums as specified below. An employee who is covered under some other health insurance plan should not enroll in any of these plans. If the employee is not covered under some other plan, the employee may enroll in one of these plans at his/her cost for the first three months of employment. Insurance coverage under any of these plans can be effective the first of the month following the beginning of employment at the employee's expense. The University will contribute towards the premium after three (3) months of employment under the terms set forth in paragraph 57.3; however, the employee must complete an application within sixty days of employment.

Effective March 1, 1995, the University's payment for the monthly premium for this coverage shall be as follows:

(1) For employees participating in an HMO Plan described in 57.1B, 57.1A or in Point of Service Plan described in 57.1C, the University shall make a monthly premium contribution up to the full cost of the least-cost HMO plan for the respective level of coverage (single, two party, family). If the monthly premium for the plan selected for participation is greater than the monthly premium for the least-cost HMO, the employee shall pay the difference. If the monthly premium for the plan selected for participation is equal to or less than the monthly premium of the least-cost HMO, the University shall pay the full cost of the monthly premium.

(2) Except for employees participating in calendar year 1994 and who have continued participating in subsequent years in the BCBSM Traditional Plan or the Blue Preferred Plan, the monthly premium contribution for participation in these two plans shall be as set forth in (1) above.

(3) For employees who are participating in the BCBSM Traditional Plan or the Blue Preferred Plan in calendar year 1994, and who continue participation in one of these plans, the University's monthly contribution for the premium shall be the University's calendar year 1993 contribution for that plan, including what the University paid for the master medical component, until the University's monthly premium contribution for the least-cost HMO equals this 1993 monthly contribution rate. Thereafter, the University will make the same monthly premium contribution for all plans.

When an employee becomes eligible for participation with University contribution for monthly premium cost, the eligible employee will pay \$30 per month of the University contribution toward the premium ( in addition to any applicable deduction for the difference between the University's payment for the monthly premium and the full premium cost) for the first three (3) months of participation; however, if the employee participated in the plan wholly at her/his cost prior to his/her eligibility for participation with the employer contributions, the requirement of the \$30 per month of employee share of premium costs shall be waived. The \$30 per-month requirement would also be waived for an individual who has been employed at least nine months and whose circumstances have changed such that he/she can no longer participate in the plan under which he/she had prior coverage. Coverage continues to the end of the month if the employee quits, is terminated, or is laid off. An employee on leave without pay may keep the coverage in effect by arranging to pay the full premium through the Staff Benefits Office. Payment for benefits by the respective insurer under the plans offered is by "reasonable and customary" schedules (or according to schedules negotiated with preferred providers for these services) .

A. Blue Cross Blue Shield of Michigan (BCBSM) Plans.

Two BCBSM plans are available for participation: a BCBSM Traditional Plan, and a Blue Preferred Plan.

(1) BCBSM Traditional Plan. This plan is Blue Cross/Blue Shield Comprehensive Hospital Care--Semi-Private and Blue Shield MVF-1 Preferred (medical services) with the following riders:

D45NM	(hospital care)
CC-CLC	(convalescent care)
FAE-RC	(physician charges for life-threatening emergency treatment)
ML	(diagnostic laboratory and x-ray services)



Prescription Drug	(\$5 co-pay)
DC	(dependent child coverage)
SD	(sponsored dependent)
COB-3	(coordination of benefits)
SAT-2	(substance abuse treatment)
GLE-1	(exclusion of experimental services)
SOT-PE	(specified organ transplant coverage)
MM Option V	(master medical: deductible of \$150 for one individual or \$300 for two or more; 80% reimbursement on all eligible expenses but psychiatric and private duty nursing, which is 50%)
EF/XF	(exact fill Medicare complementary coverage)
PPNV-1	(pro- and post-natal care)
RPS	(routine Pap smears)
MMC-PD	(exclusion of prescription drug benefits from master medical)
MMC-XBS	(allows all full-time eligible employees to enroll in Master Medical)
HCB-1	(hospice care benefits in an approved hospice program under certain conditions and with defined benefits)
RM	(routine mammograms)
PD-MAC	(generic drugs unless doctor specified)
PCES	(voluntary second surgical opinion rider)
MMC-PDC	(prior deductible carry-over rider)
RAPS	(defines "medical necessity" and how professional providers are reimbursed)
BMT	(bone marrow transplants)
HMN	(hospital admissions must be medically necessary)
CNM	(includes some services by Certified Nurse Midwife)
ASFP	(outpatient surgery in approved free standing facility)
XTMJ	(defines coverage for TMJ treatment)
MMC-XTMJ	(defines master medical coverage for TMJ treatment)

The Staff Benefits Office should be contacted for a further explanation of these benefits.

(2) Blue Preferred Plan. This plan is BCBSM's Prudent Purchaser Organization (PPO). This PPO plan provides all of the benefits of the Traditional Plan described above, with reduced premium rates and with some reduced out-of-pocket expenses for the participants. However, the participant is expected to choose the hospital or physician for health care from the Blue Preferred Plan Directory. When services are provided by a Blue Preferred Plan provider the participant pays only for services not covered under the plan or for liabilities required by the plan. If services are received from a provider who is not a member of the Blue Preferred Plan network, the plan pays 85% of the reasonable amount as determined by BCBSM and the participant is responsible for the

remaining charges. (A participant's obligation to pay the 15% differential does not apply in certain situations when services are received from non-network providers: emergency care for treatment of accidental and medical emergencies; referral care--when special services are required that are not available from network providers and a referral for these specialty services is made by a network provider; and out-of-state care--for nonelective services received while the participant is on vacation or temporarily located outside of the state.) Specific policy terms are those in the executed insurance contract with Blue Cross Blue Shield of Michigan.

All benefits of the two BCBSM plans described above are subject to specific BCBSM policy provisions and the Group Operating Agreements between Oakland University and BCBSM.

B. Health Maintenance Organizations. The University currently offers the below-described federally qualified Health Maintenance Organization (HMO) plans to active employees as an alternative to the comprehensive hospital-medical plans in paragraph 57.1 A above. Additional federally qualified HMO plans which are on the "AFL-CIO" approved list or which are offered to AFL-CIO members in the Detroit Metropolitan Area may be added by the University as alternatives as they become available; but a given HMO plan once offered will continue to be offered until the University and the Union agree to disassociate from that plan.

Health Alliance Plan (HAP) and Blue Care Network (BCN) are offered as HMO options to the health insurance plans described in 57.1 A above. Information about Plan benefits and open enrollment periods may be obtained from the University's Staff Benefits Office. Any employee enrolled in HAP or BCN shall not be eligible for benefits set forth in paragraph 57.1A or 57.1C.

C. Point of Service Plans. The University offers the below-described Point of Service (POS) plans to active employees as an alternative to the plans described in paragraphs 57.1A and 57.1B above. These plans include a managed care component similar to the HMO's, whereby medical services would generally be received from a primary care physician selected by the participant from the respective directory or through a referral made by the primary care physician. When services are so obtained they are considered to be "in network". However, POS participants also have the option of self-referring themselves to medical practitioners beyond their primary care physician, including medical practitioners not included in the directory, which would be considered "out of network". For "out of network" services, participants are subject to deductibles and co-pays (generally at the rate of 20% to be paid by participants), with an out-of-pocket annual maximum.

Health Alliance Plan HMO Point-of-Service Plan (HAP POS) is integrated with HAP HMO. Blue Choice POS has its own directory of participating physicians. Information about these plans may be obtained from the University's Staff Benefits Office. Any employee enrolled in HAP POS or Blue Choice POS shall not be eligible to participate in the plans set forth in paragraphs 57.1A or 57.1B.

57.2 The hospital-medical plans set forth above shall be offered with University contribution towards payment of the monthly premium to all members of the bargaining unit who completed

the probationary period during all periods that said members work not less than forty (40) hours during a pay period.

A. In order to receive the medical coverage, employees must sign up for it at the Staff Benefits Office

- (1). A new employee may sign up immediately after being hired either for coverage which will go into effect after the completion of the probationary period or for coverage that would go into effect before that time. However, if he/she wishes to have medical coverage before the completion of the probationary period, he/she must arrange to pay the full monthly premiums.
- (2). A new employee must sign up before the sixty-first (61st) day after he/she was hired in order to have the medical coverage with University contribution towards payment of the monthly premium go into effect after the completion of the probationary period.
- (3). The employee need not have medical coverage before the coverage with University contribution towards the monthly premium is provided, but if he/she does want the coverage, he/she must pay the full premium costs.
- (4). Providing that the employee signed up for the benefit before the sixty-first (61st) day after he/she was hired, the medical coverage with University contribution towards payment of the monthly premium will go into effect on the first of the month following completion of the probationary period for an employee hired after the tenth day in a calendar month; and will go into effect for the month in which the probationary period is successfully completed for an employee hired within the first ten days of a calendar month.

B. If the new employee does not sign up for the medical coverage prior to the sixty-first (61st) day after the date of hire, he/she must wait until the next open enrollment period before again being able to sign up for the benefit.

C. Brochures describing these plans are available through the Staff Benefits Office.

57.3 Premium Conversion. As permitted by law, the Employer shall establish a pre-tax medical insurance plan. Each employee who elects coverage under the Employer's group medical plan shall automatically be considered to have elected participation in the pre-tax medical insurance plan, unless the employee affirmatively elects to receive full compensation.

58.0 DENTAL INSURANCE.

58.1 The University will provide a comprehensive dental insurance plan for all full-time and part-time employees who work a minimum of twenty (20) hours a week in the Bargaining Unit and who have completed six (6) months of continuous service, at no cost to the employee. Coverage herein provided continues to the end of the month if the employee quits, is terminated, or is laid off. Payment for benefits by the plan is by "reasonable and customary" schedules. The plan contains the following benefits for enrolled employees and dependents as herein defined:

SCHEDULE OF BENEFITS

<u>CLASS I BENEFITS</u>	<u>PERCENTAGE OF "USUAL AND CUSTOMARY" FEE</u>	
	<u>PAID BY THE CARRIER</u>	<u>PAID BY THE PATIENT</u>
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restorative	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%
 <u>CLASS II BENEFITS</u>		
Prosthodontics	50%	50%
Bridges, Partials & Dentures	50%	50%
Gold Restorations & Crowns	50%	50%
 <u>CLASS III BENEFITS</u>		
Orthodontics	50%	50%

\$1,000 maximum per person per contract year on Class I and II Benefits. Effective July 1, 1991, the annual maximum becomes \$1,200.

\$1,000 lifetime maximum per person for Class III Benefits. Effective July 1, 1991, the lifetime maximum becomes \$1,200.

The University shall pay the full cost of such insurance.



## 59.0 LIFE INSURANCE

59.1 The Employer will provide to each employee who is regularly scheduled to work a minimum of thirty (30) hours per week on a continuous basis and who has completed his or her probationary period and is less than sixty-five (65) years of age 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 \$1,000.00. The Employer shall pay the entire cost of such insurance. For all full-time employees who have attained age 65 the Employer shall provide such life insurance coverage as mandated by applicable Federal, state or local law.

59.2 The Employer will make available optional additional life insurance benefits to all employees who are eligible for the Employer-provided life insurance (paragraph 59.1) provided the employee enrolls within two months of her/his original employment or, if permitted by the insurance company, during a scheduled open enrollment. Premiums for such additional coverage shall be paid by the employee through payroll deduction and such coverage shall be available in increments of base annual salary.

## 60.0 DISABILITY INSURANCE

60.1 Short-Term Sickness and Accident Insurance. The employer shall provide each employee who is regularly scheduled to work a minimum of thirty (30) hours per week on a regular basis and who has completed his or her probationary period a short term disability insurance plan that provides an employee in active status at the onset of disability (i.e., not on extended non-paid leave or on layoff) with an amount equal to sixty percent (60%) of base weekly salary should he or she become disabled due to a covered non-occupational sickness or accidental injury, or a disabling condition resulting from pregnancy. (An extended non-paid leave is a leave which is in excess of one week.) Disability benefits may commence after the employee has been disabled for thirty (30) calendar days, but no earlier than the thirty-first (31st) day of disability, and may continue to be paid for the duration of the disability for up to twenty-two (22) weeks or until the employee becomes eligible for long-term disability benefits, whichever first occurs. The employee may utilize sick, personal and vacation accruals until commencement of the short term disability benefit. The University shall pay the full cost of such insurance.

60.2 Long-Term Disability Insurance. The Employer shall provide to each employee who is regularly scheduled to work a minimum of thirty (30) hours per week on a regular basis and who has completed his or her probationary period a long term disability insurance plan which provides the following benefits:

- A. A monthly income benefit of sixty percent (60%) of the employee's base monthly wage after six (6) months of total disability not to exceed five thousand dollars (\$5,000) per month.
- B. A monthly annuity premium benefit equal to the Employer's contribution and the employee's required contribution to the retirement plan (paragraph 56.1) not to exceed fifteen percent (15%) of the employee's base monthly wage.

The University shall pay the full cost of such insurance.

## 61.0 UNIFORMS AND SAFETY EQUIPMENT

61.1 An employee shall wear such uniforms and safety equipment as directed by the Employer, and failure or refusal to do so shall subject such employee to discipline. Any uniform or item of equipment required shall be provided by the Employer at no cost to the employee and, in the case of uniforms, the Employer shall provide the following:

Grounds, Custodial and Skilled Trades----8 (4 of which are appropriate for summer wear and 4 which are appropriate for winter wear as needed by the particular job assignment.)

61.2 Uniforms shall be replaced as the Employer deems replacement necessary, and any replaced uniform shall be returned by the employee.

61.3 The laundry of such uniforms shall (with the exception of auto mechanics) be the sole responsibility of the employee, but such employee shall be provided a cash allowance of \$125 to be paid annually by the Employer to defer some or all of the cost of laundering. This cash allowance shall be paid to the employee no later than February 1st of each year.

61.4 Safety glasses, as required by Federal, state or local safety standards and/or Employer's regulations will also be provided at no cost to the employee.

61.5 Foot safety equipment and other safety equipment as required by Federal, state or local safety standards shall be provided at the Employer's expense in such number and manner as the Employer deems appropriate.

61.6 For the benefit of skilled tradesmen, sufficient coveralls (in no case less than 4 pairs) will be provided to adequately protect their uniforms. In addition, any employee required to handle toxic chemicals shall be provided clean protective clothing.

## 62.0 SNOW DAYS AND EMERGENCY SHUTDOWNS

62.1 In the event of inclement weather, power failure or other circumstances beyond the control of the Employer, which requires a significant curtailment or cancellation of normal Employer operations, the Employer shall make reasonable efforts to notify the employees scheduled to work during such emergency of the status of their work schedule.

62.2 In the event of an emergency which requires the Employer to close or significantly curtail operations, all employees not specifically directed to absent themselves from their work station shall, if reasonably possible, report to their work stations as scheduled. In such circumstances, such employees who report to work as scheduled may be assigned such work as their supervisors, or their designees, direct but shall be paid at the overtime rate for their regular position for hours worked while the emergency closing is in effect. However, there shall be no compounding of overtime: if the employee qualifies for overtime pay due to working beyond eight (8) hours in the work day or beyond forty (40) hours in the work week, he/she shall not

receive additional overtime pay for the same hours because the emergency closing is in effect. Employees specifically directed to absent themselves from the work place or to go home shall be paid at their regular pay rate for all hours for which they were scheduled to work during the emergency closing. Employees who are not directed to absent themselves, but do not report to work may apply for authorization to use their accrued personal time or vacation time if weather conditions which caused the emergency prevented attendance at work.

### 63.0 CAREER DEVELOPMENT

63.1 Career Development Plan. The University provides employees who have completed their probationary period the opportunity for career development planning. A Career Development Plan may be developed by an employee with the cooperation and approval of the University which allows the employee to participate in education programs which are related to the employee's current position, or related to the employee's potential position assignment, or related to a position at the University to which an employee can reasonably aspire, or provides skill improvements which benefit the University and the employee. The immediate supervisor and divisional head shall be limited to a reasonable time to review the plan or courses within the plan. Any disputes an employee may have regarding approval of a Career Development Plan or courses within that plan, or courses that are position related, may be entered as a grievance at the third step of the grievance procedure. The employment office shall approve, if appropriate, a Career Development Plan within fifteen (15) working days following submission of the plan.

63.2 Career Development Courses. An employee who has completed the probationary period may, with the approval of his/her immediate supervisor, take a course under an approved Career Development Plan or a course that is related to the employee's current position or a potential position to which it is reasonable to aspire, or a course which provides skill improvements which benefit the University and the employee. Examples of courses which are deemed to benefit the University and the employee are those that teach computer or communication skills. The immediate supervisor and the divisional head shall be limited to a reasonable time to review the courses. The employment office shall approve, if appropriate, the course requests within ten (10) working days after receipt of the required documentation.

63.3 Fund Amount. Beginning with calendar year 1995, the Career Development fund shall have an amount of \$35,000 placed in it for use by bargaining unit employees for on-campus and off-campus courses during each calendar year of the contract. Tuition vouchers shall be issued for all Oakland University courses and reimbursement provided for all other courses, if sufficient funds are available. Funds not used in one fiscal year shall be carried over into the next fiscal year.

63.4 Continuing Education. Employees shall receive a tuition voucher for continuing education courses, if sufficient funds are available.

63.5 Non-Oakland University Courses. The University shall reimburse employees for tuition

which has been paid for approved courses taken other than at Oakland University when the employee has submitted proof of tuition payment and grade report, or other evidence of successful completion for a non-graded course. Reimbursement of tuition for credit courses taken other than at Oakland will be limited to the tuition cost of Oakland's credit courses. Employees must file for reimbursement within twenty (20) days following the receipt of their grade report or receipt of evidence of successful completion of the non-graded course. The employment office shall approve, if appropriate, the reimbursement of tuition within ten (10) working days after the receipt of the required documentation.

63.6 Courses at Oakland University. Tuition voucher amounts will be charged against the Career Development Fund for courses to be taken at Oakland University, and will be provided, if sufficient funds are available, to eligible employees at the time of registration. When the Career Development Fund is exhausted, the tuition vouchers will be discontinued. After that point, employees should apply for reimbursement from any monies which may subsequently become available. In the event a course is dropped, the employee will be responsible for reimbursing the Career Development Fund in the amount originally allocated for that course. It shall be the responsibility of the employment office to determine the eligibility of unit members for the tuition vouchers, determine whether sufficient funds remain to pay tuition vouchers, and to issue the tuition vouchers.

63.7 Payment. Tuition vouchers or reimbursements shall be allocated in the following manner, subject to the availability of funds:

- (a) The total amount of money allowed per calendar year per employee shall not exceed \$1,200.00.
- (b) Tuition vouchers and reimbursements shall be for tuition only.
- (c) Tuition vouchers shall not be made available to bargaining unit employees who have been granted a leave of absence. Upon return from such leave, provided the employee has applied for reimbursement as outlined in paragraph 64.8, the University shall reimburse those employees in accordance with the limits set forth in this paragraph. Employees are obligated to confirm their application for reimbursement with the employment office within twenty (20) days following return to work. When the employee has submitted proof of payment and grade report, the employment office shall approve, if appropriate, the reimbursement of tuition within ten (10) working days after receipt of the required documentation.
- (d) All summer courses will be on a reimbursement basis only.

63.8 Application Period.

- (a) Application will be accepted no earlier than the term immediately preceding the term in which the course is to be taken. Applications will be accepted no later than the first day of classes of the term in which the course is to be taken.



- (b) Applications will be accepted no earlier than forty-five (45) calendar days prior to the registration deadline for seminars or similar programs and no later than the registration deadline.
- (c) Forms with completed "Personal Data" and "Course Data" will be accepted and assigned a priority number on a "first come first served" basis.

63.9 Proof of Completion. In order to receive tuition benefits from the Career Development Fund, the employee is obligated to provide proof of successful completion of the course(s) to the employment office.. For the purposes of this Article, successful completion of a course is defined as receiving a grade of 2.0 or better. In the case of a non-graded course, proof of successful completion is also required.

63.10 Repayment Obligation. If an employee does not successfully complete a course for which he/she has received a tuition voucher, or if the employee leaves the bargaining unit, said employee is responsible for repayment. This repayment will be accomplished by means of payroll deduction. Employees shall execute a form authorizing such deductions upon approval for participation. No University approval for participation shall be granted without such an authorization.

- (a) An employee who receives tuition reimbursement under the provisions of this Article must remain in the employ of the University for twelve (12) months following the completion of the course work.
  - (i) If an employee voluntarily leaves the employ of the University for any reason, prior to the end of the said twelve (12) month period, the tuition which has been reimbursed or paid by tuition voucher by the University shall be deducted from the employee's final pay as provided in (b) below.
  - (ii) If an employee takes a personal leave of absence with his/her position held for him/her, the period of the leave of absence shall be added to such twelve (12) month period of employment. No deduction for repayment shall be made prior to the leave.
  - (iii) If an employee takes a personal leave of absence, except for reasons of disability, and does not have his/her position held for him/her, the tuition which has been reimbursed or paid by tuition vouchers by the University shall be deducted from the employee's final pay as provided in (b) below. If the leave of absence is taken for reasons of disability, no such deduction shall be made.

(iv) If an employee leaves the bargaining unit, but is still employed by the University, the University shall be responsible for reimbursing the fund for tuition which has been reimbursed or paid by tuition voucher, as provided in (b) below.

(b) Payroll deduction or University reimbursement shall be on a prorated basis with one-twelfth (1/12th) of the tuition which has been reimbursed or paid by tuition vouchers deducted for each month which is remaining in the said twelve (12) month period.

#### 64.0 MISCELLANEOUS PROVISIONS

64.1 All supplemental agreements shall be subject to the approval of the Employer and Local 1418. They shall be approved or rejected within a period of ten (10) days following the Date they are filed by Local 1418.

64.2 Oakland University and Local 1418, AFSCME, agree that for the lifetime of this Agreement, only the least senior member of the grounds and landscaping district may be scheduled for a workweek which includes Saturday and Sunday at management's sole discretion. No other seniority employee may be so scheduled unless there is mutual agreement between the employer and that employee. Whenever possible, a two week prior notice of a change in the weekly work schedule shall be given. In all cases, at least one week prior notice shall be given. For the life of this agreement, a regular work week including Saturdays and/or Sundays shall only be scheduled within the period from April 1 through September 1. In the event that a new employee is hired for this district, the restriction on when the regular work week including weekends may be implemented shall no longer be in effect. Additionally, if the employee who is scheduled for a work week including weekends goes on extended sick leave, the employer may schedule the employee with the next least seniority to that work week schedule until the employee on sick leave returns. It is understood that at the end of the summer period, the transition from the work schedule which includes weekends to the regular Monday through Friday work schedule shall be accomplished in this manner: In the week preceding Labor Day, the employee shall have Monday and Tuesday as his scheduled time off and shall be scheduled to work Wednesday through Sunday. In the next week he will be off on Monday (Labor Day) as a paid holiday, and shall be scheduled to work Tuesday through Friday and shall have Saturday and Sunday as his scheduled time off. (If the employee wishes to have the Saturday and/or Sunday before Labor Day off as paid time off, he may apply for personal time or vacation time, but such application shall be made at least one week in advance.)

64.3 Printing of Agreement. The Union and the University shall share equally in the costs of printing this Contract.

#### 65.0 WAGE RATES

65.1 All employees in the bargaining unit shall be paid for time worked on the basis of wage rates established for each of the classifications listed in the appendices which are attached hereto and made a part of this Agreement by reference.

## 66.0 STRIKES AND LOCKOUTS

66.1 The Union agrees during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott. The Employer agrees during the same period there will be no lockouts, except during a strike.

66.2 In the event individual employees or groups of employees instigate, aid or engage in a work stoppage, strike, work interruption, work interference, slowdown, picketing or boycott, the Employer shall have the right, at its discretion, to discipline or discharge such employees. However, it is understood and agreed that any question as to whether the employee's conduct is such as described by this section may be processed under the grievance procedure, provided a written grievance is presented to the Labor Relations Office within thirty (30) calendar days after the date upon which the employee was discharged or disciplined.

## 67.0 CONTRACT DOCUMENTS

67.1 The provisions contained herein and the appendices hereto attached constitute the entire agreement between the parties and in reaching this agreement the Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreement between the parties, but neither party shall be obligated to discuss or agree to such amendments or supplements as may be proposed by the other.

## 68.0 RATIFICATION

68.1 The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them as soon as possible and the International Union and its Local Union will recommend to the employees that it be ratified.

## 69.0 TERMINATION AND MODIFICATION

69.1 This Agreement shall continue in full force and effect until October 31, 1999.

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

69.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of

termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

69.4 Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council No. 25 and if to the Employer, addressed to the Director of Employee Relations, or to any such address as the Union or the Employer may make available to each other.

70.0 JOB DESCRIPTIONS

70.1 The Employer and Local 1418, AFSCME, agree during the lifetime of this Agreement all requests for the creation of job description updating within the bargaining unit will receive prompt attention and consideration by the Employer. If the request culminates in a new or revised job description, it will be reviewed with a representative of Local 1418 before implementation.


71.0 FLEXIBLE BENEFITS OPTIONS


71.1 Flexible Benefits Options. If the University arranges flexible benefits options for any other non-faculty employee groups, such options may be made available to AFSCME represented employees subject to a Letter of Agreement between the Union and the University.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:


Date Signed March 6, 1998

OAKLAND University

  
Willard C. Kendall  
Assistant Vice President  
for Employee Relations

  
Paul E. Bissonnette  
Vice President for Finance  
& Administration

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES  
LOCAL 1418, COUNCIL NO. 25

  
Robert Updike  
Council 25 Representative

  
David S. Szczesny  
President, Local 1418



APPENDIX A: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1996

	<u>PROBATIONARY</u>	<u>START</u>
CUSTODIAN I	\$11.70	\$12.11
CUSTODIAN II*	11.89	12.43
CUSTODIAN HEAD A	13.47	13.88
CUSTODIAN HEAD B	13.09	13.50
CUSTODIAN INSPECTOR	12.83	13.20
EQUIPMENT ROOM ATTENDANT	12.83	13.20
MAIL CLERK I	11.70	12.11
MAIL CLERK II**	12.19	12.57
University SERVICES CLERK I	12.83	13.20
University SERVICES CLERK II	13.47	13.88
CUSTODIAN/GROUNDSKEEPER***	11.70	12.11

\*Progression to Custodian II shall occur on the second anniversary of the most recent date of hire (as Custodian I).

\*\*Progression to Mail Clerk II shall occur on the second anniversary of the most recent date of hire (as Mail Clerk I).

\*\*\*Progression to rates for Custodian II after two years as Custodian/ Groundskeeper or as Custodian (paid Custodian rates when functioning as Custodian). Pay rate while functioning as Groundskeeper is in accordance with Appendix B.

APPENDIX A: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1997

	<u>PROBATIONARY</u>	<u>START</u>
CUSTODIAN I	\$12.05	\$12.47
CUSTODIAN II*	12.25	12.80
CUSTODIAN HEAD A	13.87	14.30
CUSTODIAN HEAD B	13.48	13.91
CUSTODIAN INSPECTOR	13.21	13.60
EQUIPMENT ROOM ATTENDANT	13.21	13.60
MAIL CLERK I	12.05	12.47
MAIL CLERK II**	12.56	12.95
University SERVICES CLERK I	13.21	13.60
University SERVICES CLERK II	13.87	14.30
CUSTODIAN/GROUNDSKEEPER***	12.05	12.47

\*Progression to Custodian II shall occur on the second anniversary of the most recent date of hire (as Custodian I).

\*\*Progression to Mail Clerk II shall occur on the second anniversary of the most recent date of hire (as Mail Clerk I).

\*\*\*Progression to rates for Custodian II after two years as Custodian/ Groundskeeper or as Custodian (paid Custodian rates when functioning as Custodian). Pay rate while functioning as Groundskeeper is in accordance with Appendix B.

APPENDIX A: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1998

	<u>PROBATIONARY</u>	<u>START</u>
CUSTODIAN I	\$12.41	\$12.84
CUSTODIAN II*	12.62	13.18
CUSTODIAN HEAD A	14.29	14.73
CUSTODIAN HEAD B	13.88	14.33
CUSTODIAN INSPECTOR	13.61	14.01
EQUIPMENT ROOM ATTENDANT	13.61	14.01
MAIL CLERK I	12.41	12.84
MAIL CLERK II**	12.94	13.34
University SERVICES CLERK I	13.61	14.01
University SERVICES CLERK II	14.29	14.73
CUSTODIAN/GROUNDSKEEPER***	12.41	12.84

\*Progression to Custodian II shall occur on the second anniversary of the most recent date of hire (as Custodian I).

\*\*Progression to Mail Clerk II shall occur on the second anniversary of the most recent date of hire (as Mail Clerk I).

\*\*\*Progression to rates for Custodian II after two years as Custodian/ Groundskeeper or as Custodian (paid Custodian rates when functioning as Custodian). Pay rate while functioning as Groundskeeper is in accordance with Appendix B.

APPENDIX B: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1996

	<u>PROBATIONARY</u>	<u>START</u>
GROUNDSKEEPER I	\$11.70	\$12.11
GREENSKEEPER I	11.70	12.11
GROUNDSKEEPER II*	12.83	13.20
GREENSKEEPER II*	12.83	13.20
GROUNDSKEEPER III	13.47	13.88
GREENSKEEPER III	13.47	13.88
GROUNDSKEEPER IV	14.24	14.63
GREENSKEEPER IV	14.24	14.63
MASTERY LEVEL V	--	15.38

Employees newly hired into a Groundskeeper/Greenskeeper classification prior to November 8, 1984 shall progress through the Groundskeeper/Greenskeeper classifications to level IV on their anniversary date of entrance into that classification.

Employees hired into a Groundskeeper/Greenskeeper classification subsequent to November 8, 1984 shall progress through the Groundskeeper/Greenskeeper classifications upon satisfaction of the training program and experience/ service requirements specified in the "Letter of Agreement Re Skilled Trades and Groundskeeper/Greenskeeper Training Program" attached to this Agreement. Mastery Level V may only be attained by employees who satisfy program and experience/ service requirements.

\*A valid driver's license will be required for progression beyond Groundskeeper II and Greenskeeper II.



APPENDIX B: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1997

	<u>PROBATIONARY</u>	<u>START</u>
GROUNDSKEEPER I	\$12.05	\$12.47
GREENSKEEPER I	12.05	12.47
GROUNDSKEEPER II*	13.21	13.60
GREENSKEEPER II*	13.21	13.60
GROUNDSKEEPER III	13.87	14.30
GREENSKEEPER III	13.87	14.30
GROUNDSKEEPER IV	14.67	15.07
GREENSKEEPER IV	14.67	15.07
MASTERY LEVEL V	--	15.84

Employees newly hired into a Groundskeeper/Greenskeeper classification prior to November 8, 1984 shall progress through the Groundskeeper/Greenskeeper classifications to level IV on their anniversary date of entrance into that classification.

Employees hired into a Groundskeeper/Greenskeeper classification subsequent to November 8, 1984 shall progress through the Groundskeeper/Greenskeeper classifications upon satisfaction of the training program and experience/ service requirements specified in the "Letter of Agreement Re Skilled Trades and Groundskeeper/Greenskeeper Training Program" attached to this Agreement. Mastery Level V may only be attained by employees who satisfy program and experience/ service requirements.

\* A valid driver's license will be required for progression beyond Groundskeeper II and Greenskeeper II.

APPENDIX B: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1998

	<u>PROBATIONARY</u>	<u>START</u>
GROUNDSKEEPER I	\$12.41	\$12.84
GREENSKEEPER I	12.41	12.84
GROUNDSKEEPER II*	13.61	14.01
GREENSKEEPER II*	13.61	14.01
GROUNDSKEEPER III	14.29	14.73
GREENSKEEPER III	14.29	14.73
GROUNDSKEEPER IV	15.11	15.52
GREENSKEEPER IV	15.11	15.52
MASTERY LEVEL V	--	16.32

Employees newly hired into a Groundskeeper/Greenskeeper classification prior to November 8, 1984 shall progress through the Groundskeeper/Greenskeeper classifications to level IV on their anniversary date of entrance into that classification.

Employees hired into a Groundskeeper/Greenskeeper classification subsequent to November 8, 1984 shall progress through the Groundskeeper/Greenskeeper classifications upon satisfaction of the training program and experience/ service requirements specified in the "Letter of Agreement Re Skilled Trades and Groundskeeper/Greenskeeper Training Program" attached to this Agreement. Mastery Level V may only be attained by employees who satisfy program and experience/ service requirements.

\* A valid driver's license will be required for progression beyond Groundskeeper II and Greenskeeper II.

APPENDIX C: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1996

	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>9 MONTHS</u>
SKILLED TRADES I	\$12.03	--.--	\$12.49	\$12.71
SKILLED TRADES II	12.90	\$13.11	13.33	13.67
SKILLED TRADES III	13.83	13.96	14.18	14.47
SKILLED TRADES IV	15.02	--.--	--.--	--.--
SKILLED TRADES V	15.82	--.--	--.--	--.--
SKILLED TRADES VI	16.48	--.--	--.--	--.--
MASTERY LEVEL VII	17.21	--.--	--.--	--.--

Employees newly hired into a skilled trades classification prior to November 8, 1984, shall progress through the skilled trades classifications to Master Trades (Level VI) on their anniversary date of becoming a skilled trades employee, in accordance with the schedule described in paragraph 38.4. To attain the mastery level, an employee must satisfy the respective program or equivalent licensure requirements and the experience/service requirements of the skilled trades training program.

Employees newly hired to a skilled trades classification subsequent to November 8, 1984, may progress through the skilled trades classifications (levels) by satisfying the respective program and/or licensure requirements and the experience/service requirements. (See Letter of Agreement Re. Skilled Trades and Groundskeeper/Greenskeeper Training Program.)

APPENDIX C: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1997

	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>9 MONTHS</u>
SKILLED TRADES I	\$12.39	--.--	\$12.86	\$13.09
SKILLED TRADES II	13.29	\$13.50	13.73	14.08
SKILLED TRADES III	14.24	14.38	14.61	14.90
SKILLED TRADES IV	15.47	--.--	--.--	--.--
SKILLED TRADES V	16.29	--.--	--.--	--.--
SKILLED TRADES VI	16.97	--.--	--.--	--.--
MASTERY LEVEL VII	17.73	--.--	--.--	--.--

Employees newly hired into a skilled trades classification prior to November 8, 1984, shall progress through the skilled trades classifications to Master Trades (Level VI) on their anniversary date of becoming a skilled trades employee, in accordance with the schedule described in paragraph 38.4. To attain the mastery level, an employee must satisfy the respective program or equivalent licensure requirements and the experience/service requirements of the skilled trades training program.

Employees newly hired to a skilled trades classification subsequent to November 8, 1984, may progress through the skilled trades classifications (levels) by satisfying the respective program and/or licensure requirements and the experience/service requirements. (See Letter of Agreement Re. Skilled Trades and Groundskeeper/Greenskeeper Training Program.)



APPENDIX C: AFSCME CLASSIFICATIONS AND PAYRATES  
NOVEMBER 1, 1998

	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>9 MONTHS</u>
SKILLED TRADES I	\$12.76	--.--	\$13.14	\$13.48
SKILLED TRADES II	13.69	\$13.91	14.14	14.50
SKILLED TRADES III	14.67	14.81	15.05	15.35
SKILLED TRADES IV	15.93	--.--	--.--	--.--
SKILLED TRADES V	16.78	--.--	--.--	--.--
SKILLED TRADES VI	17.48	--.--	--.--	--.--
MASTERY LEVEL VII	18.26	--.--	--.--	--.--

Employees newly hired into a skilled trades classification prior to November 8, 1984, shall progress through the skilled trades classifications to Master Trades (Level VI) on their anniversary date of becoming a skilled trades employee, in accordance with the schedule described in paragraph 38.4. To attain the mastery level, an employee must satisfy the respective program or equivalent licensure requirements and the experience/service requirements of the skilled trades training program.

Employees newly hired to a skilled trades classification subsequent to November 8, 1984, may progress through the skilled trades classifications (levels) by satisfying the respective program and/or licensure requirements and the experience/service requirements. (See Letter of Agreement Re. Skilled Trades and Groundskeeper/Greenskeeper Training Program.)

LETTER OF AGREEMENT  
RE: HOLIDAY RECESS

It is hereby understood between the parties to this Letter that work schedules during the holiday recess period (see paragraph 51.8) shall be handled as follows:

1. The supervisors will notify the employees in the respective districts how many employees in each classification\* are required to work during each of the holiday recess days.
2. The most senior employees in each classification in the district shall have first choice on whether to work.
3. Scheduled work in each district not voluntarily elected shall be assigned by classification in reverse seniority order.

\* For the skilled trades classification, the type of skills required may be specified.

Oakland University

American Federation of State, County and  
Municipal Employees Council  
No. 25, Local 1418

/s/ Willard C. Kendall

Willard C. Kendall  
Director of Employee Relations

/s/ Howard Draft

Howard Draft  
Council 25 Representative

/s/Jack McGhee

Jack McGhee  
President, Local 1418

Date: December 13, 1984

Date: December 13, 1984

LETTER OF AGREEMENT  
RE: REQUIRED OVERTIME

The parties to this Letter hereby agree that the union leadership will assist the University in communicating to union members that in the event the University determines overtime work is required and there are insufficient volunteers who can perform the work required among the employees in the respective unit, the employee who can perform the work required with the fewest overtime hours shall be obligated to work the required overtime. The University shall endeavor to provide, when feasible, at least twenty-four (24) hours prior notice to the work group that overtime work is to be assigned. A refusal to work the required overtime will subject the employee to appropriate discipline.

Oakland University

American Federation of State, County and  
Municipal Employees Council  
No. 25, Local 1418

/s/ Willard C. Kendall  
Willard C. Kendall  
Director of Employee Relations

/s/ Howard Draft  
Howard Draft  
Council 25 Representative

/s/ Jack McGhee  
Jack McGhee  
President, Local 1418

Date: December 13, 1984

Date: December 13, 1984

LETTER OF AGREEMENT  
RE: SKILLED TRADES AND GROUNDSKEEPERS/GREENSKEEPERS  
TRAINING PROGRAMS

The parties to this Letter hereby agree that effective November 1, 1984, the below described provisions for Skilled Trades and Groundskeeper/Greenskeeper programs shall take effect.

1. These programs replace the automatic progression system in the manner herein set forth and with the "grandfather" exceptions as noted:
  - (a). Employees entering these classifications must meet specific requirements to progress through the levels.
  - (b). Current employees now in these classifications are "grandfathered" in that they may progress to current level 6 in skilled trades or current level 4 in groundskeeper/greenskeeper through the current automatic progression system (ref. 38.4, Appendix C and Appendix D).
  - (c). Current employees now in these classifications may also qualify for placement at a new "mastery level" when they satisfy program and/or licensure requirements and experience requirements. (The employee must provide to ERD satisfactory evidence that the requirements have been met before placement at the "mastery level" shall occur.)
2. A new "Mastery level" will be established for the skilled trades classification at level 7 and a new "Mastery level" will be established for groundskeeper/greenskeeper classification at level 5.
3. Besides program and/or licensure requirements employees must satisfy experience requirements in order to attain the mastery level:
  - (a). Employees newly entering the skilled trades or groundskeeper/ greenskeeper classification who have satisfied the program and/or licensure/certification requirements will be hired at level 6 (if skilled trades) or level 4 (if groundskeeper/greenskeeper). They will be placed in the respective "mastery level" after they have successfully completed eighteen (18) months of service in the classification.
  - (b). Employees newly entering the skilled trades or groundskeeper/ greenskeeper classification who have not at that time satisfied the program and/or licensure/certification requirements must complete at least thirty-six (36) months of service in the classification before being eligible for placement in the "mastery level" (which also requires satisfaction of the program and/or licensure/certification requirements).



4. Employees may utilize the provisions of paragraph 38.2 Skills Improvement Program to complete program requirements.
5. These programs and establishment of new "mastery levels" do not affect management's rights to continue to utilize staff as the University deems most appropriate. Specifically, these programs and levels do not imply defined work jurisdictions.
6. Neither these programs nor the new "mastery levels" imply supervisory responsibility. The University will continue to utilize its personnel as it has in the past.
7. If an entry level skilled trades position is established to provide an AFSCME Local 1418 employee in another classification the opportunity to develop a skill or trade, the employee must make satisfactory progress in the first eighteen (18) months in a skilled trades program or be subject to return to his/her former classification.
8. The specific programs, program requirements, and acceptable licensures/ certifications are described in the program descriptions developed in conjunction with Oakland Community College (OCC) and initialed by the appropriate University and union representatives. The particular content of these programs is subject to change in accordance with curricular changes at OCC or changes made by the various certifying or licensing agencies. Employees may obtain a copy of the Program Requirements for the program in which they are interested from the Classification and Compensation Office of the Employee Relations Department.

For the University

/s/ Willard C. Kendall  
Willard C. Kendall  
Director of Employee Relations

Date: March 16, 1988

For the Union

/s/Howard Draft  
Howard Draft, Council 25  
Staff Representative

Date: \_\_\_\_\_

/s/Dietz J. Smith  
Dietz J. Smith  
Local 1418 President

Date: 3/16/88

LETTER OF AGREEMENT  
RE: OPTICAL COVERAGE

The parties to this Letter hereby agree that the University will provide an optical plan for all employees represented by AFSCME Local 1418 who have completed their probationary period. The plan provides coverage for an eye examination, with lenses, if needed, every 12 months and new frames provided every 24 months. It also includes an MD rider for certain subsidized services from a panel of licensed ophthalmologists. It provides optical coverage for the employee, his/her spouse, and his/her dependents (as defined by the plan). Eligible employees may enroll in the plan when it is first offered or during an annual open enrollment period.

The University shall pay a maximum of \$95.00 per year to provide this coverage for each enrolled employee and eligible dependents.

If premium costs exceed the maximum, the employee shall authorize a payroll deduction for costs in excess of that maximum or the coverage will not be provided and the University's obligation for premium payments for the employee shall cease.

OAKLAND UNIVERSITY

Willard C. Kendall  
Willard C. Kendall  
Assistant Vice President for  
Employee Relations

AFSCME COUNCIL 25

Robert Updike  
Robert Updike  
Council 25 Representative

David A. Szczesny  
David A. Szczesny  
President, AFSCME Local 1418

Date: March 6, 1998

Date: March 6, 1998

Letter of Agreement  
Regarding Safety Shoes

The University will provide safety shoes as required by the Federal and State Rules and Regulations. The University has exclusive rights to determine the replacement, based on need. The employee, upon approval, may purchase the shoes at a store of his selection, but the following conditions must be met.

1. Request replacement in writing.
2. The worn out shoes must be visually checked by management.
3. The shoes must cover the ankle bone.
4. The employee shall provide proof of purchase and proof indicating safety shoes.
5. The University will reimburse the employee up to \$75.00 per pair of shoes.

LETTER OF AGREEMENT

[Re: Retention of Credits Against Seniority, Longevity,  
and Vacation Progression While on Layoff]

Notwithstanding anything in the collective bargaining agreement to the contrary, employees on layoff status shall not lose credits against seniority, longevity and vacation progression while on layoffs of less than two years duration. Provided, however no benefits shall accrue while on such layoffs.

Oakland University

AFSCME Local 1418

/s/David P. Smith

/s/Mitchell Gradowski

/s/Wilma Ray-Bledsoe

/s/David W. Collins

LETTER OF AGREEMENT

RE: PARKING FEE

It is hereby mutually agreed that the parking fee which has been assessed against members of the bargaining unit shall be abolished, effective November 1, 1979 and members of the bargaining unit shall no longer be responsible for same.

Oakland University

AFSCME Local 1418

/s/David P. Smith

/s/Mitchell Gradowski

/s/Wilma Ray-Bledsoe

/s/David W. Collins

LETTER OF AGREEMENT  
RE: GROUP LEADER PAY

The parties to this Letter hereby agree that those individuals in the bargaining unit who are currently receiving "group leader pay" shall continue to receive it, but that such pay shall not be extended to any other employee until the University and the union mutually agree on a definition of Group leader pay" and on which such pay is appropriate.

Oakland University

AFSCME Local 1418

/s/Willard C. Kendall Jr.

/s/Barbara A. Barclay

/s/Robert J. McGarrv

/s/Edward D. Moshier



LETTER OF AGREEMENT  
RE: HIRING CONSIDERATION FOR PARTICULAR FORMER  
BARGAINING UNIT FOOD SERVICE EMPLOYEES

The Parties to this Letter hereby agree that the provisions of Paragraph 63.1 in the November 1, 1993 - October 31, 1996 Agreement regarding particular Food Service Employees who were represented by Local 1418 shall be honored by the University. The preferential hiring provisions expire on May 1, 1998.

The Parties to this Letter further agree that in the event Oakland University again employs food service workers, Local 1418 continues to maintain its rights as the sole representative of those employees.

OAKLAND UNIVERSITY

UNION

Willard C. Kendall  
Willard C. Kendall  
Assistant Vice President for  
Employee Relations

Robert Updike  
Robert Updike  
Council 25 Representative

David A. Szczesny  
David A. Szczesny  
President, Local 1418

Date: March 6, 1998

Date: March 6, 1998

