

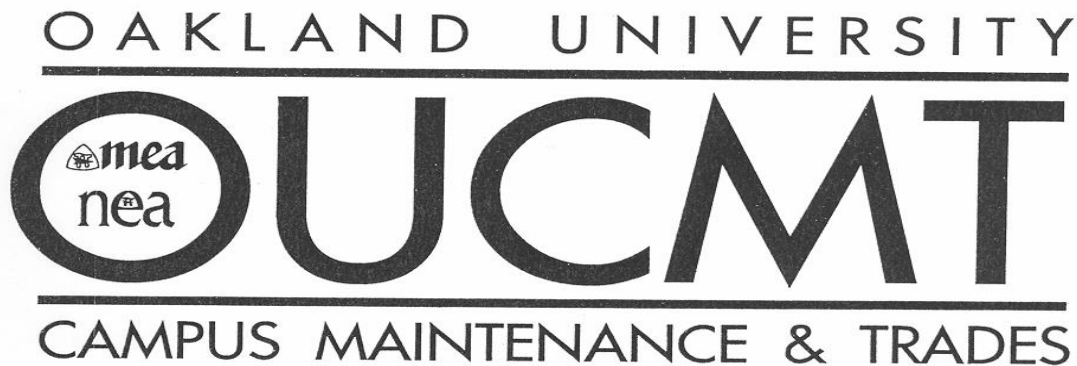
AGREEMENT

BETWEEN

OAKLAND UNIVERSITY



AND



NOVEMBER 1, 2014- OCTOBER 31, 2017

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ARTICLE I

AGREEMENT

- 1.1 This agreement entered into this 1st day of December, 2014, between the Board of Trustees of Oakland University (hereinafter referred to as the “EMPLOYER”) and Michigan Education Association (MEA) OUCMT (hereinafter referred to as the “ASSOCIATION”) shall, except as otherwise specifically provided herein, be effective on November 1, 2014.

ARTICLE II

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.

ARTICLE III

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 Association.
- 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 Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE IV

RECOGNITION AND REPRESENTATION

- 4.1 Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the University does hereby recognize the Association 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 term 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 departments:

- Athletics Administration
- Campus Cleaning
- Chemistry
- Facilities Management
- Golf Courses
- Grounds Maintenance
- Oakland Center
- Plant Maintenance (Central Heating Plant, Plant Maintenance, Structural Maintenance)
- University Housing
- University Services/Property Management

In addition, the parties agree that in the event Oakland University again employs food service workers the Association continues to maintain its rights as the sole representative of those employees.

- 4.2 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 been 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.

ARTICLE V

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.

ARTICLE VI

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.
- 6.2 If the University chooses to seek bids for custodial work, where they are allowed to do so, the Association shall be informed in writing of the University's intent to take such action at least one hundred and twenty (120) calendar days prior to the release of requests for proposals (RFPs). The Association will be allowed to be part of the bid process. Within thirty (30) calendar days of a written request by the Association, a meeting of no more than four (4) representatives each from the Association and the University will be convened to share and discuss all relevant concerns and information. The University's decision of which bid to accept will be based on cost, quality, flexibility, staff coverage and availability. However, in cases where the University determines that these factors are equal the bid will be awarded to OUCMT.

ARTICLE VII

CONFORMITY TO LAW

- 7.1 The parties to this Agreement shall comply with all state and federal laws that affect any provision of the Agreement, including without limitation, laws that prohibit illegal discrimination.

If a judicial decision or legislation has the effect of making a provision of this Agreement illegal or invalid, whether or not the parties to this Agreement are parties to the litigation or involved in the legislative process, then such provision shall become void and inoperative at the time directed by such judicial decision or legislation, unless the judicial decision and/or legislation is stayed by court pending appellate review. Any provision made void and inoperative as a result of a judicial decision or legislation, that is not stayed pending appellate review, shall remain void and inoperable unless and until such time as the judicial decision and/or legislation is reversed by an appellate court and/or subsequent legislation. In every instance and at any point in time during the judicial and/or legislative process, the parties shall administer this Agreement so as to comply with the judicial decision and/or legislation then in effect.

All other provisions of this Agreement not made void and inoperable affected by such judicial decision and/or legislation shall remain in full force and effect. The parties shall meet for the limited purpose of discussing whether or not and to what extent the

provisions that remain in full force and effect are affected by the inoperability of the voided provision.

ARTICLE VIII

AID TO OTHER ASSOCIATIONS

- 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 Association.

ARTICLE IX

ASSOCIATION SECURITY

- 9.1 Association Membership. The University and Association shall at all times comply with the Association security provisions of the Public Employee Relations Act (PERA). Should any portion of Public Act 349 pertaining to Agency Shop be modified by law or by action of a court of competent jurisdiction following exhaustion of all legal appeals processes, the parties agree to reopen Article IX- Association Security of the contract within thirty (30) days in order to renegotiate the language.
- 9.2 Employees who join the Association shall be deemed to be members in good standing if they are not more than sixty (60) days in arrears in payment of membership dues or service fees for representation services.
- 9.3 The Association 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 Association or by the Employer for the purpose of complying with this Article.

ARTICLE X

ASSOCIATION DUES AND SERVICE FEES

- 10.1 Payment by Deduction or Direct to Association. The Employer will deduct membership dues or service fees by payroll deduction. Employees, if they desire to join the Association, shall tender membership dues, or service fees, by signing the "Continuing Membership Application" form for deductions.
- 10.2 Employer's Responsibility for Deductions. The Employer shall have no responsibility for the collection of membership dues or service fees, or of any other assessments (A) that are not in accordance with this Agreement, or (B) unless the Association has provided to the Employer a signed certification that it has implemented a procedure that

guarantees the constitutional rights of service fee payers to challenge the amount of the fee.

- 10.3 Delivery of Executed Authorization for Deduction. A properly executed copy of the form authorizing deduction by an employee for whom membership dues or service fees are to be deducted in accordance with this Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed "Continuing Membership Application" form. Any authorization form which is incomplete or in error will be returned to the Treasurer of OUCMT by the Employer.
- 10.4 When Deductions Begin. Deductions under all properly executed authorizations 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 Association 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 Association, or where a deduction is not in conformity with the provisions of the Association Constitution or By-Laws, refunds to the employee will be made by OUCMT.
- 10.6 Remittance of Deductions to Treasurer. Deductions for any calendar month shall be remitted to the designated Treasurer of OUCMT, as soon as possible after the first of the month. The Employer shall furnish the designated financial officer of OUCMT, with a list of those for whom the Association has submitted signed forms authorizing deductions, but for whom no deductions have been made.
- 10.7 Termination of Deductions. (A) The Association shall notify the employer in a timely manner of any employee who has resigned membership. (B) An employee shall cease to be subject to the deductions beginning with the month immediately following the month in which she/he is no longer represented by the Bargaining Unit. OUCMT will be notified by the Employer of the names of such employees following the end of each month in which the terminations or transfers took place.
- 10.8 Limit of Employer's Liability. The Employer shall not be liable to the Association 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.
- 10.9 List of Members Paying Dues or Service Fees Directly. The Association will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying membership dues or service fees directly to OUCMT. Thereafter, the Association will furnish the Employer a list of any changes.
- 10.10 The Association 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

Association or by the Employer for the purpose of complying with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

ARTICLE XI

ASSOCIATION BULLETIN BOARD

- 11.1 The Employer will provide enclosed bulletin boards that may be locked in each location of a time clock.
- 11.2 The Association 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 Association Bulletin Boards, the President of the Association will be advised by the University Human Resources 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.

ARTICLE XII

ASSOCIATION OFFICE

- 12.1 During the life of this Agreement, the Employer will provide reasonable office space to be used exclusively by OUCMT at no cost to the Association. 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.

ARTICLE XIII

JOINT EMPLOYER ASSOCIATION RELATIONS CONFERENCE

- 13.1 Upon the request of either party, the Employer (through its designated agents) will meet with up to five members of the Association Grievance Committee 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.
- 13.2 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.

- 13.3 Reasonable notice will be given of the time and place of the meetings by the Employer. Members of the Association Grievance Committee shall attend these meetings without loss of time or pay. To facilitate arrangement of necessary release time, the President of OUCMT will give reasonable notice (minimum of three (3) business days, except for a hastily arranged meeting) to the Assistant Vice President of University Human Resources of the names of the Grievance Committee members selected to attend the conference.

ARTICLE XIV

SAFETY COMMITTEE

- 14.1 The University shall establish a Safety Committee, to which not more than three (3) Association members shall be appointed by the Association. The Association 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 Association 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.

ARTICLE XV

ASSOCIATION REPRESENTATIVES

- 15.1 Stewards and Alternate Stewards. There shall be one (1) Steward and one (1) Alternate Steward for each shift, or department, where there are at least five (5) 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 department he/she represents. If there are at least five (5) employees assigned to work in the department (or three (3) at the Golf Course), the Steward or Alternate Steward shall not be transferred to another department, nor shall any Steward or Alternate Steward work outside of their department during their regular work-day. Either the Steward or Alternate Steward will represent an aggrieved employee if either is available. When both the Steward and Alternate Steward are not available, the aggrieved employee shall be represented by the Grievance Chair or by the President of OUCMT.
- 15.2 Overtime Work for Stewards. During scheduled overtime periods for more than three employees in the department, the Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in the department that the individual can perform, and he/she shall be notified and scheduled. This language would not apply if the steward does not qualify for the position.

- 15.3 List of Association Representatives. The Association will furnish the Employer 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 Association with which it may be dealing. The Employer will, in return, keep the Association advised as to its representatives.
- 15.4 Department Stewards. The Department Stewards, during their working hours, without loss of time or pay, may in their own department, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his/her supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the Department Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of Department 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 Department 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 Assistant Vice President of University Human Resources or his/her designee.
- 15.5 Grievance Chairperson The Grievance Chairperson may be designated to investigate and discuss grievances with Department Supervisors and/or Department Stewards prior to reducing the grievance to writing. The Grievance Chairperson may leave his/her work during working hours without loss of pay based on the understanding that his/her supervisor has granted him/her permission to leave his/her work, that the time will be devoted to the prompt handling of legitimate grievances, and that he/she will perform his/her regularly assigned work at all times, except when necessary to leave his/her 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 Assistant Vice President of University Human Resources or his/her designee.
- 15.6 Association President. The Association President or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she 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 Association President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Association President or his/her representative leaving his/her 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 Association President or his/her representative will perform his/her 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.

- 15.7 Association President Release Time. In addition to release time to investigate a grievance, the OUCMT President shall have release time to conduct other Association business. The total amount of release time for investigating grievances and for other Association business shall not exceed one-half (1/2) of the OUCMT 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 Assistant Vice President of University Human Resources, or his/her designee. The scheduling of such time off, except for emergency situations requiring the OUCMT President's presence, shall be in the discretion of the OUCMT President's supervisor and, except as herein set forth, the OUCMT President shall report to his/her work station and perform such work as required by his/her supervisor.
- 15.8 Bargaining Team. The Employer agrees to release up to five (5) Bargaining Unit members (including the OUCMT President) to function as the Association bargaining team. The President of OUCMT will give at least one (1) week notice of the names of these Bargaining Unit members to University Human Resources prior to the release time. 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.
- 15.9 Association Release Time. Grant Association release time of one-half (1/2) hour to every member two (2) times per year.
- 15.10 Association Leave Days. Leaves of absence with pay will be granted to those employees with seniority who are elected or selected by the Association for attending educational classes, business sessions, or conventions conducted by the Association. 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 University Human Resources Department, and provided that the employee's absence will not unreasonably interfere with the Employer's operation.

ARTICLE XVI

GRIEVANCE PROCEDURE

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

- 16.2 The Employer shall answer in writing all grievances presented to it in writing by the Association 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 Association's demand, to the next step of the grievance procedure.
- 16.3 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 twenty (20) working 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 (2) or more employees. An Association grievance is one which is based upon facts which allegedly impact the entire collective Bargaining Unit, the Association itself or the integrity of the collective bargaining process. Association grievances shall be filed in writing, signed by the Association President and filed at the third step of the grievance procedure.
- 16.4 Step One. If an employee believes he/she has a grievance and wants to present it through the grievance procedure, the employee may request that his/her Steward be present during the oral discussion. The immediate supervisor will attempt to address the grievance by discussing it orally with the employee or give his/her final answer orally within seven (7) working days from the date of the oral discussion.
- 16.5 If the grievance is not resolved by the oral discussion with the immediate supervisor or his /her subsequent oral answer, the employee or the Association 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/her Department Steward and submitted to the immediate supervisor who will make a written answer to the grievance within seven (7) working days from the date it is received. The employee or Department Steward will then file the grievance with the department head.
- 16.6 Step Two. The department head or his/her designated representative, upon receipt of the written grievance, will, within seven (7) working days, schedule and hold a meeting with the Grievance Chair (or designated representative) and grievant or with the Grievance Chair (or designated representative) and Steward and attempt to resolve the grievance. If the grievance is not settled at the meeting, the department head shall have seven (7) working days from the date the meeting is held to make his/her written answer to the grievance.
- 16.7 If the written answer of the department head does not resolve the grievance, the Association may file the grievance at the third step within seven (7) working days from the date the written answer is received. Failure of the Association to file the grievance at the third step within the seven (7) 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.

- 16.8 Step Three. If the grievance is not resolved by the department head's written answer and is filed with the Labor/Employee Relations Office by the Association President or his/her representative, 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 Association may have three (3) representatives at the meeting and the meeting may be attended by a UniServ Director and/or a MEA/NEA representative. If the grievance is not resolved at the meeting, the Labor/Employee Relations Office will make their written answer to the grievance within seven (7) working days from the date of the meeting.
- 16.9 Mediation. Any grievance alleging a violation of Paragraph 7.1 shall be submitted to mediation before proceeding to Step Four (arbitration) in the grievance process. The mediation shall be conducted by a State Mediator, or if one is not available, by a Federal Mediator. Present at the mediation should be a representative of the Employer, along with representatives of the Association. Also present will be the Grievant.
- 16.10. The Association representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- 16.11. Step Four: Arbitration. If the matter is not settled at the third step, a request to move the matter forward to arbitration, with official written notification to the University Human Resource Department, should be filed within twenty (20) working days of receipt of the third step decision. The arbitrator selection process shall be conducted by the American Arbitration Association. The Association shall file a written demand for arbitration with the American Arbitration Association within twenty (20) working days of written notice to the University. The parties will bear their own expenses individually and the fees and expenses of an Arbitrator shall be paid by the parties equally. Neither party shall be responsible for the expense of witnesses called by the other.
- 16.12 The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association, nor shall he/she interpret any insurance policy.
- 16.13 Finality of Decisions. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding upon the Association and its members, the employee or employees involved and the Employer.

ARTICLE XVII

SENIORITY DEFINED

- 17.1 An employee's Bargaining Unit seniority shall be defined as his/her length of continuous service with the Employer, in a Bargaining Unit position; since his/her last hiring date as an employee or, if initially employed as a temporary employee since the date upon which he/she has 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/she 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 leave or transfers. Employees will continue to accrue seniority, during sick leave of less than two (2) years duration. Department-wide seniority and Bargaining Unit seniority are synonymous.
- 17.2 Employees who leave the Bargaining Unit, but remain employed by the Employer, shall have their Bargaining Unit seniority frozen for a period of up to one hundred and eighty (180) calendar days. If such an individual successfully bids for a Bargaining Unit position, and begins working in that position within the one hundred and eighty (180) days, the individual will then have their former seniority reinstated (but will receive no seniority credit for time spent employed by the Employer in a position outside of this Bargaining Unit). Such an individual cannot "bump" back into the Bargaining Unit, but must apply for a Bargaining Unit position just like any other non-Bargaining Unit employee of the University.
- 17.3 Seniority Lists. Within ten (10) calendar days after the date of execution of this Agreement, the Employer will post a bargaining unit 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 six (6) month intervals following the initial posting.
- 17.4 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.
- 17.5 If two (2) or more employees have the same last hiring date, the employee(s) with the highest last four (4) digits of his/her Grizzly ID shall be the more senior employee.
- 17.6 By July 1 of the first year of the current Agreement, the University Human Resources Department will provide to the Association 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 (4) columns: names of employees (beginning with the employee with the most full-time service), his/her department, his/her full-time service date, and his/her date of hire.

ARTICLE XVIII

PROBATIONARY PERIOD

- 18.1 New employees shall be considered as probationary employees for the first three (3) months of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the bargaining unit from his/her first day worked. 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.
- 18.2 The Association 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 Association activities.

ARTICLE XIX

TEMPORARY EMPLOYEE

- 19.1 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 hire into a regular job other than temporary in any department covered by this Agreement within this eight (8) month period, he/she will be entered on the seniority list as of the latest date of hire.
- 19.2 A temporary employee who, without a break in service exceeding thirty (30) days, is hired into a position covered by this Agreement, shall be given credit for each day worked as a temporary employee for purposes of probationary status, if such employee, is performing the same or basically the same services he/she performed as a temporary employee.
- 19.3 The Employer shall, by January 15, April 15, 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.
- 19.4 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.

19.5 It is understood and agreed that employees on layoff status will be provided the opportunity to accept such temporary and or seasonal employment at the job's contractual rate, prior to the employment of temporary employees. 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 employees on lay-off status accept such employment.

ARTICLE XX

LOSS OF SENIORITY

20.1 An employee's seniority shall terminate:

- (a) If he/she quits.
- (b) If he/she 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 subsection, 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/she 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.
- (f) If he/she 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 (2) years. If such employee is re-employed and returns to a position covered by this Agreement, his/her seniority including that which he/she otherwise would have accrued during the period of disability shall be restored.

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

ARTICLE XXI

DISCIPLINE OR DISCHARGE

- 21.1 The Employer agrees, upon the discipline of an employee less than discharge, to immediately notify the Steward of the employee's department of the discipline. The President of OUCMT shall be immediately notified of the discharge of any Bargaining Unit employee.
- 21.2 A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Steward, and the Employer will make available an area where he/she may do so before he/she 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 or his/her designated representative will arrange for a hearing to be held with the discharged or suspended employee and his/her Steward.
- 21.3 Should the discharged employee or the Association representative consider the discharge to be improper, a grievance may be presented in writing by the Association President to the Assistant Vice President of University Human Resources or his/her designee, at the third step of the grievance procedure within seven (7) working days.
- 21.4 Should the disciplined employee or the Association representative consider the discipline to be improper, a grievance may be presented at the first step of the grievance procedure to the immediate supervisor.
- 21.5 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.
- 21.6 Suspension or Discharge for Misconduct. The Employer 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 21.7, if the Employer, 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.
- 21.7 Corrective Discipline. Except as provided in paragraph 21.6, the Employer 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. A verbal counseling session detailing the concerns of the immediate supervisor shall be given to the employee, who shall have the right to have his/her, Association representative present. A written record

of a counseling session shall not be placed in the employee's personnel file but will be documented in the supervisor's file.

(b) **Step Two** An oral reprimand shall be given to the employee, who shall have the right to have his/her Association representative present at the disciplinary meeting. The employee's supervisor shall place a notation in the employee's personnel file that such reprimand was given. The employee has the right to attach a rebuttal.

(c) **Step Three**. A written reprimand shall be given to the employee, who shall have the right to have his/her Association 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.

(d) **Step Four**. A one (1) to five (5) day suspension without pay shall be given to the employee, who shall have the right to have his/her Association 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.

(e) **Step Five**. At the sole and absolute discretion of the Employer, 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 Four 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.

ARTICLE XXII

ABSENCES

- 22.1 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 has been identified to the Association as such in writing prior to the time of his/her scheduled work of the nature and duration of his/her 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 voicemail 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.

ARTICLE XXIII

TEMPORARY LAY-OFFS

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

ARTICLE XXIV

LAYOFFS

- 24.1 Where there is a decrease in positions within a department, any temporary employee, non-Bargaining Unit part-time employee, and probationary employees in the affected department will be laid off in that order prior to any Bargaining Unit employee, provided the Bargaining Unit employee has the qualifications, as identified on the job posting, to perform the work required.
- 24.2 Employees will be laid off according to seniority in the affected classification, provided the greater seniority employees have the qualifications, as identified on the job posting, to perform the work required.
- 24.3 Employees to be laid off will have at least fourteen (14) calendar days notice of layoff. The Association President will receive a list from the Employer of the employees being laid off on the same date the notices are issued to employees.
- 24.4 Employees affected may accept lay-off or may exercise their bargaining unit seniority to displace employees with less seniority provided the employees have the qualifications, as identified on the job posting, to perform the work required. Upon receipt of notice of layoff, the affected employee shall have seven (7) calendar days to provide written notification to UHR of his/her intent to accept layoff or exercise his/her bargaining unit seniority. Failure to notify UHR of his/her intent will result in a waiver of such bumping rights and the employee shall be placed on layoff status.

24.5 An employee affected must exercise his/her seniority in the following order:

- 1) Assigned to a vacant position in the same classification
- 2) Displace the least-senior employee in the same classification.
- 3) Displace the least-senior employee in another classification at the same rate of pay.
- 4) Accept assignment in a vacant position in another classification, below the affected employee's pay rate.
- 5) Displace the least-senior employee in another classification, below the affected employee's pay rate.
- 6) Replace a temporary employee in another department who is employed in a bargaining unit classification; however, the affected employee shall not become a temporary employee for seniority or benefit purposes.

24.6 Any employee who accepts an assignment in a vacant position, has displaced a less-senior employee in another classification or has replaced a temporary employee in another department as outlined in paragraph 24.5 shall have preference during the initial callback, based on seniority, on returning to his/her original classification when there is a vacancy. Thereafter, the employee must use the bidding procedure to return to his/her former department or classification.

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

24.8 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 (2) years duration. However, no benefits shall accrue while on such layoffs.

ARTICLE XXV

RECALL RIGHTS FOR EMPLOYEES ON LAYOFF STATUS

25.1 When the working force is increased after a layoff, employees on layoff status will be recalled according to seniority, provided the employees have the qualifications, as identified on the job posting, to perform the work required. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher rated job and is able to do the work.

25.2 Notices of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) working

days from the date of receipt of notice of recall, he/she shall be considered a voluntary quit.

- 25.3 Employees recalled from layoff shall have their Bargaining Unit seniority restored as of the date of layoff.

ARTICLE XXVI

VACANCIES

- 26.1 **Posting.** Job vacancies shall be posted for five (5) working days on the Association bulletin board. Prior to the actual posting the Association President (or designee) will be provided an opportunity to react to the posting information. If the University is unable to fill a position within ninety (90) calendar days it will notify the Association as to the current status. Information on the 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 (12) months annually. Employees who possess the qualifications for the job shall complete an on-line employment application, prior to the closing deadline.
- 26.2 **Filling Vacancies.**
- a) Vacancies shall be awarded to the best qualified applicant. To be the best 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 in one’s work station as expected); by getting along well with others; and by cooperation.
 - b) All Bargaining Unit applicants will be offered an interview if they meet the minimum qualifications as described on the job posting. If an internal applicant is not qualified, based on the job posting, he/she will be notified by University Human Resources.
 - c) External qualified applicants may be considered for interviews only after all internal qualified applicants have been interviewed.
 - d) Unless the external applicant is better qualified, the Bargaining Unit applicant will receive hiring preference.
 - e) 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.
 - f) 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.

g) If the duties or qualifications of the posted vacancy are changed the Association will be notified and the position will be reposted.

26.3 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.

26.4 During the trial period, both the Employer and the employee shall have the opportunity to have the employee revert back to his/her 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/her former position, he/she shall provide the employee written notice of the reasons why the employee is being returned to his/her former position with a copy to the Association President. Any dispute in regard to the ability of the employee to satisfactorily perform the new position shall be subject to the grievance procedure and shall be submitted at Step Three.

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

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

26.7 If the employee remains in the position at the conclusion of the trial period, he/she shall be ineligible for any other position for a period of six (6) months beginning the first day worked in the position.

ARTICLE XXVII

SHIFT PREFERENCE

27.1 Shift preference will be granted on the basis of seniority within the departmental 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. At the expiration of the shift preference five (5) working days posting period, the employee cannot withdraw the request for the shift transfer.

ARTICLE XXVIII

PERFORMANCE REVIEW

- 28.1 **Performance Review.** Annually employees will receive a written performance review on forms developed by the Employer. The performance review is to encourage ongoing dialogue between employees and hiring supervisors which will serve as a tool for job effectiveness, progress and growth. The performance review is not intended to be part of the disciplinary process and shall not be used as a substitute for it. Although performance reviews are maintained online, the employee may request that a paper copy be included in his/her personnel file.

ARTICLE XXIX

STUDENT EMPLOYMENT

- 29.1 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 OUCMT will be provided every two (2) months a list of students employed in each department.

Replacement means that student employment is increased in a department to absorb a least fifty percent (50%) of a Bargaining Unit employee's weekly work load (equal to the work load of a half-time (1/2) - 20 hours per week - position) when Bargaining Unit staffing in that department is reduced (either by an employee leaving the department - i.e., by transferring to another job, resigning, being discharged, deceasing, retiring, etc. - or by layoff).

- 29.2 If the work available in a department decreases, hours worked by student employees will be decreased before non-overtime hours of current Bargaining Unit employees in that department are reduced, and student employees in that department 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 department is bumped from his/her position through application of the layoff procedures, student staffing in that department 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 department area, or, if bumping rights are exhausted, would be laid off.

- 29.3 When an emergency circumstance arises on a non-scheduled workday (ie weekend days, holiday, etc), a student may be utilized solely to provide assistance until a regular employee becomes available through the department's emergency call-in process and may continue to provide assistance.

ARTICLE XXX

SUPERVISION WORKING

- 30.1 It is the policy of the Employer that supervisory employees shall not perform work in any job classification of the Bargaining Unit.
- 30.2 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.

ARTICLE XXXI

WORKING HOURS

- 31.1 Shift Differential. Employees who work on the second or third shift shall receive, in addition to their regular pay, one and one-half percent (1.5%) per hour and two percent (2.0%) 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.
- 31.2 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.
 - 1.) The second shift for the Central Heating Plant is any shift that regularly starts on or after 12:00 p.m. but before 9:00 p.m. (due to 12 hour shifts schedules)
 - c) The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.
- 31.3 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/her work station and the employee shall be at his/her 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 department. 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.

- 31.4 Wash Up Time. Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used. Necessary time will be based on department specific needs as determined by the supervisor.
- 31.5 Call-In Pay. An employee reporting for emergency duty at the Employer's request for work for which he/she had not been notified in advance and which is outside of and not continuous with his/her 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/her regular straight time rate.
- 31.6 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 (1) hour's pay at his/her regular straight time hourly rate for each twenty-four (24) hour day he/she is on standby. The assignment will be based on a posted schedule where each eligible employee is scheduled for seven (7) day period on a rotating basis. In the event there are no volunteers for a seven (7) day period and an employee must be assigned, the assignment will be given to the least senior employee in the department who has not been assigned standby during the schedule rotation. If extenuating circumstances prevent the least senior employee from fulfilling their standby duties, the next least senior employee will be assigned. 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.
- 31.7 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.
 - d) Alternate schedules:
 - 1) Ten (10) hour shifts – Time and one-half the regular straight time rate will be paid for all time worked in excess of ten (10) hours in an employee's work day or over forty (40) hours in a work week.
 - 2) Twelve (12) hour shifts – Time and one-half the regular straight time rate will be paid for all time worked in excess of twelve (12) hours in an employee's work day or over forty (40) hours in a work week.

*Subject to Supplemental Agreement as additional departments are recognized.

- 31.8 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.
- 31.9 In no case shall premium pay be paid twice for the same hours worked.
- 31.10 Equalization of Overtime Hours. Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours shall be posted in a prominent place in each department and shall be updated on a weekly basis, except in the Grounds Department, when specific skill levels are required, such as: operating snow plow trucks and large dump trucks, front/end/backhoe equipment, chainsaws, pesticide/herbicide spraying, etc.
- 31.11 Whenever overtime is required, the person with the least number of overtime hours in that classification within the department will be offered first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be offered if there is a shortage of employees in the classification needed. In such cases, they would be offered on the basis of least overtime hours in their classification provided they are capable of doing the work.
- However, in the event the Employer determines overtime work is required and there are insufficient volunteers who can perform the work required among the employees in the respective department, the least senior employees who can perform the work required shall be obligated to work the required overtime. The Employer 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, unless the employee can prove that an emergency situation existed such that the employee was unable to work the overtime. In such cases the Employer shall then have the right to mandate the next lowest overtime hour employee to work the overtime.
- 31.12 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. 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.
- 31.13 Overtime hours will be reverted to zero (0) for all employees on January 1 of each year.
- 31.14 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.

- 31.15 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/her probationary period.
- 31.16 Functional Leader: On occasion there may be times when a Supervisor, Coordinator or other Management personnel are not available. In the absence of the above, the most senior/qualified person in the department may be designated by the University to function as the Functional Leader. The designated individual will receive ten percent (10%) of his/her base hourly rate as hourly premium pay while functioning as the leader. The leader role will take effect automatically on the second day of an unscheduled absence or on the first day of a planned (scheduled) absence. Although a Supervisor, Coordinator or other Management personnel may be available, management may designate functional leader (s) if deemed necessary.
- 31.17 Alternate Work Schedule Program: By mutual agreement, employees may elect to work an alternate work schedule (four (4) ten (10) hour days) based on the following:
- a. The program consists of a three (3) month (Memorial Day through Labor Day) or twelve (12) month commitment.
 - b. Participation in program is voluntary.
 - c. Employees will notify the department in writing of their desire to participate in the program. Subsequently, on or before May 1st, with the option to choose three (3) month or yearlong commitment. Employees not providing such written notice by May 1st will be deemed to have declined participation in the program. In emergency situations, participating employees may be permitted to withdraw from the program provided the department is given reasonable notice.
 - d. During any week in which a holiday falls, employees will revert to the regular five (5) day eight (8) hour workweek.
 - e. The University may, in its sole discretion, exclude certain positions or departments as needed.
 - f. Minimum staffing levels will be determined by the department.
 - g. Each year employees' weekly days off will be determined by seniority at the time of sign up and will remain unchanged.
 - h. In the cases of absences or vacancies, the department has the right to require an employee or employees participating in the program to revert to the regular five (5) day eight (8) hour workweek.
 - i. The University reserves the right, in its sole discretion, to suspend or terminate the program upon reasonable notice to the employees. The University's determination to suspend or terminate the program will not be subject to the grievance procedure.
 - j. Overtime will be paid at time and one half for over ten (10) hours in a day or over forty (40) hours in a workweek.
 - k. Vacation, sick and personal time will be paid at their scheduled hours.

ARTICLE XXXII

ASSIGNMENT OF RESIDENCE HALLS EMPLOYEES

- 32.1 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.
- 32.2 It is understood that the above provision does not guarantee twelve (12) 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.
- 32.3 Emergency Call-Ins. An employee may volunteer to sign up for emergency call- in situations. The emergency call-in process will be to call in members from the list who live the closest proximity to the University. Members called in for emergencies will not be charged overtime for purposes of overtime equalization.

ARTICLE XXXIII

SKILLED TRADES/GROUNDSKEEPER/GREENSKEEPER

- 33.1 Costs for Skilled Trades and Groundskeeper/Greenskeeper Training Program Courses.
- (a) The Employer will pay the full cost of tuition for each required course taken to satisfy the specific requirements of a particular skilled trades or groundskeeper/greenskeeper training program to progress through the classifications (levels). Required courses to obtain an Associate's Degree in the respective training program will be reimbursed. The employee working toward completion of a program shall provide his/her supervisor with prior written notification for each course to be taken. The employee must submit evidence of successful completion of the course to obtain reimbursement. .
- 33.2 Certifications/Licenses. Employees must possess and maintain current licensure and/or certifications, if applicable to job requirements as identified on job postings. Steps related to maintenance, renewal, and verification of certification and licenses is as follows:
- The process to maintain current licensure and/or certification is subject to supervisor's approval. The employee must submit evidence of successful completion of the course or test to obtain reimbursement.

- In January and July of each year, managers will receive a report of all licenses and certifications and a letter to be given to employee that their licenses/certifications are due to expire.
- Each employee is responsible for providing updated information to their manager prior to the expiration of their license/certification.
- Employees not providing proof of current licensure/certification within six (6) months past the expiration date will be reclassified to the status of a non-licensed level of which they are qualified.
- Employees not providing proof of current licensure/certification within twelve (12) months past the expiration date will be placed in the progressive disciplinary process at the Step Four (suspension) level.
- Employees hiring in with a Trade Issued Journeyman card only are exempt from the above steps.
- Master Electrician License - Effective January 1, 2010, a Master Electrician will be compensated \$2,080 per year, pro-rated and paid on a bi-weekly basis for assigning their license to Oakland University. This opportunity will be offered on an annual basis to the Master Electricians in order of seniority. In the event no Master Electrician accepts this offer, the requirement to assign a Master Electrician license to the University will be shared amongst all individuals in the Master Electrician classification on an annual basis. When it is determined that no volunteer has agreed to assign their license, the least senior employee will be required to have their license assigned to Oakland University. After the year has expired, and if there are no volunteers, the employee with the second least amount of seniority will be required to assign their license to the University for the following year. This rotation will continue each year moving up the seniority list until all individuals have shared in this requirement.

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

ARTICLE XXXIV

BENEFITS WHILE ON LEAVE

34.1 The employee who is on unpaid personal leave, leave for temporary termination of his/her 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 Benefit and Compensation Services

Office of the University Human Resources 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 University Human Resources Department.

- 34.2 Family and Medical Leave Act (FMLA). Notwithstanding any other provisions of this Agreement, including leave of absence provisions, the Employer 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. Excluding the requirements in paragraph 55.1 Short Term Sickness and Accident Insurance, employees' paid vacation time shall be used for FMLA leave only when requested by the employee.

ARTICLE XXXV

PHYSICIAN'S EXAMINATION AND MEDICAL DISPUTE RESOLUTION

- 35.1 The Employer may require an employee to undergo an examination at Employer expense by an appropriate medical doctor selected by the Employer prior to return from medical leave or extended layoff or whenever the Employer 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 Employer may require an examination at Employer expense by an appropriate medical doctor selected by the Employer 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 (2) 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 Employer 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 Employer and the employee, and the decision of this third doctor will be binding on both parties. In the event the Employer 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 Employer and the employee.

ARTICLE XXXVI

BEREAVEMENT TIME

- 36.1 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 five (5) working days for spouse, child, and parent or three (3) working days for all other immediate family members as described in paragraph 36.2. If a member of management has a legitimate concern about possible abuse, the manager shall have the right to ask for verification. If a death in the family occurs while on an approved extended vacation (three (3) days or greater) the employee should contact UHR to discuss appropriate use of requested Bereavement Time.
- 36.2 Definition of Immediate Family. The immediate family shall be interpreted as including: 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
- 36.3 One (1) day, the day of the funeral, is allowed in the case of the death of an aunt, uncle, grandparent in law, nephew, or niece. If a member of management has a legitimate concern about possible abuse, the manager shall have the right to ask for verification.
- 36.4 Permission will be granted to a reasonable number of employees in a department who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Such employees will be paid for up to three (3) hours, of previously scheduled working hours missed due to the attendance at 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. If a member of management has a legitimate concern about possible abuse the manager shall have the right to ask for verification.

ARTICLE XXXVII

JURY AND WITNESS SERVICE

- 37.1 An employee who loses time from his/her assigned schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at his/her 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/she was eligible to receive for each day. The employee will report for available work when released from jury duty or witness service. Pay for court appearance shall not apply if the employee is a party to the legal action.

ARTICLE XXXVIII

SICK TIME

- 38.1 Accumulation. 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 time with pay per year, to be credited at the rate of four (4) hours for each bi-weekly payroll period. Employees may use sick time after they have completed their first month of service. Maximum accrual is eighty (80) working days. The maximum number of days of any paid absence by reason of disability to which sick time may be applied, including periods covered by Workers' Compensation, is one hundred thirty (130) working days, inclusive of holidays. Employees who will be unable to return to work within that period should contact the Benefit and Compensation Services Office for assistance in making a claim under the Long-Term Disability plan. Any employees above the maximum eighty (80) days will not accrue additional time until such time as the days fall under the maximum accrual.
- 38.2 All employees shall accumulate sick time from the date they are hired.
- 38.3 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 time benefits of three (3) hours per pay period.
- 38.4 Availability. Sick time 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) Acute and serious personal illness of a husband, wife, son or daughter (natural or adopted or step) who is a dependent child, and parent or step-parent 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.
- 38.5 Employees who are laid off shall have available any unused sick time previously earned, effective at the time they are recalled.

- 38.6 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 time previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
- 38.7 Rate of Pay. All payments for sick time shall be made at the employee's current rate of pay.
- 38.8 Holiday Pay. An employee using sick time (and not on an extended disability leave of absence) during a period that included a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick time.
- 38.9 Employees on authorized paid leaves shall accrue the sick time provided in the paragraphs above on the basis provided above.
- 38.10 An employee who has at least five (5) years, but less than ten (10) years of continuous service and has attained sixty-two (62) years of age at the time of his/her separation, shall be paid fifty percent (50%) of his/her unused sick time of the effective date of separation. An employee who has at least ten (10) years of continuous service and has attained sixty-two (62) years of age at the time of his/her separation shall be paid one hundred percent (100%) of his/her unused sick time as of the effective date of separation, but not to exceed sixty (60) days.
- Any employee hired after December of 2002 shall not be eligible for sick time pay off.
- 38.11 Review. Each Immediate Supervisor shall be responsible for reviewing employee requests for sick time and determining their validity, and may request a statement from the employee's personal physician concerning his/her disability. Requests for a physician's statement shall not be arbitrary or capricious.

ARTICLE XXXIX

WORKERS' COMPENSATION

- 39.1 All employees are provided Workers' Compensation coverage by the Employer, with these features:
- a) Lost time (absence) of seven (7) calendar days or less is not compensable under the Workers' Compensation Act provisions. However, the Employer will compensate employees who have been injured on the job and who are absent from work due to such injury for seven (7) 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 (8) calendar days but less than fourteen (14) calendar days the Workers' Compensation Act provides that the employee shall be compensated in accordance with the Act from the eighth (8) day of absence (lost time). In such cases, the Employer 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 by utilizing accrued sick time, personal time and vacation time 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' Compensation and the employee's regular pay shall be deducted from sick time, personal time or vacation time.
- c) For lost time of fourteen (14) 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 by utilizing accrued sick time, vacation time, and personal time. Only the difference between Workers' Compensation and the employee's regular pay shall be deducted from sick time, personal time or vacation time.
- d) If the length of absence (period of lost time) is not initially projected to last at least fourteen (14) calendar days, the Employer 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 time, personal time and vacation time.

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

ARTICLE XL

LEAVES WITHOUT PAY

- 40.1 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.

ARTICLE XLI

ILLNESS OR DISABILITY LEAVE

- 41.1 When a leave of absence without pay is granted due to illness or disability, the employee must procure and have available to the Benefit and Compensation Services Office 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.
- 41.2 Return from Leave. Employees returning from the start of the approved illness or disability leave within one hundred eighty (180) calendar days shall return to work in their former department, job classification, and shift, provided they are able to perform their essential job functions. In the instance the employee is released to return with temporary restrictions the employer shall determine if the restriction can be accommodated within the confines of the position on a case by case basis.
- 41.3 In the event the employee does not return to work within one hundred eighty (180) calendar days or the exhaustion of his/her sick, vacation and personal hours (whichever comes last), the Employer reserves the right to fill the position. If the employee's previous position has been filled, the employee, after providing a doctor's release shall exercise a preferential right to return to work in any available position for which he/she meets the qualifications. The employee will not be allowed to bump into a position by seniority. If a job in his/her former classification becomes available within a six (6) month period after returning to work, the employee shall be allowed to exercise a preferential right to return to his/her former classification.

ARTICLE XLII

MILITARY LEAVE

- 42.1 **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.
- 42.2 **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/her military pay is less. If the employee takes military leave during his vacation, he/she will receive full pay.
- 42.3 Requests for leaves or extensions of leaves pursuant to this section shall be made in writing within a reasonable time, if possible.

ARTICLE XLIII

PERSONAL LEAVE

- 43.1 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 returning to work. Requests for leaves or extensions of leaves pursuant to this section shall be made in writing within a reasonable time. Unless the Association, the member and Employer agrees otherwise the Employer will hold the employee's job, for return of the employee, for the first three (3) months of an approved leave. After the first three (3) months of an approved leave the Employer will no longer be obligated to hold the position open for the return of the employee.

If the employee's previous position has been filled, the employee, when ready to return to work, will have to wait for an open position within his/her classification and will not be

allowed to bump into a position by seniority. If the employee is unable to secure an open position within one hundred twenty (120) calendar days of the date the employee was ready to return to work, the employee will be separated from his/her employment with the Employer and will lose all seniority.

ARTICLE XLIV

ASSOCIATION BUSINESS LEAVE

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

ARTICLE XLV

HOLIDAY PROVISIONS

- 45.1 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.
- 45.2 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.
- 45.3 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.
- 45.4 If an employee is absent on the working days immediately preceding or immediately following the holiday he/she will not be paid for the holiday unless his/her 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/she will receive the same holiday pay given to the rest of the employees.
- 45.5 If an employee terminates his/her employment he/she 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.

- 45.6 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.
- 45.7 An employee using sick time (and not on an extended disability leave of absence) during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick time.
- 45.8 Holiday Recess*. Employees not scheduled by the Employer to work on days designated by the Employer 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, at the equivalent of time and one-half (1 1/2) for each hour worked. The compensatory days must be taken by December 1st following the recess period in which it was earned. Extenuating circumstances for any compensatory time not taken may be addressed with management on an individual basis. Compensatory time earned will be posted in the department on a quarterly basis.

The compensatory days shall be taken 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 (1) or two (2) employees on a shift in a department 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 Employer 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. Work schedules during the holiday recess periods shall be handled as follows:

- a) The supervisor will notify the employees in the respective departments how many employees in each classification are required to work during each of the holiday recess days.
- b) The most senior employees in each classification in the department shall have first choice on whether to work.
- c) Scheduled work in each department 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.

ARTICLE XLVI

LONGEVITY PAY

- 46.1 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. Employees hired after ratification (12/6/11) of this agreement are not eligible for longevity pay.
- 46.2 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 thirty (30) or more hours per week in this instance).
- 46.3 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.
- 46.4 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 46.7 below) is based.
- 46.5 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).
- 46.6 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.

- 46.7 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 \$15,000.

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

ARTICLE XLVII

PERSONAL TIME

47.1 Three (3) days (24 hours) of personal time, 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 three (3) days, of personal time or fractional amount thereof as follows:

July through December	24 hours
January through March	12 hours
April through May	6 hours
June	0 hours

47.2 In addition to the personal time set forth above, employees who have accumulated twenty-five (25) or more sick days pursuant to section 38.1 of this Agreement shall be granted one (1) additional day of personal time pursuant to this section for a total of four (4) days. Employees who have accumulated fifty (50) sick days pursuant to section 38.1 of this Agreement shall be credited with two (2) additional days of personal time pursuant to this section for a total of five (5) days. Such additional days of personal time shall initially be calculated when the employee has accumulated sufficient sick time to qualify for the additional day (unless there is less than one (1) 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 time required for the granting of such additional personal time. For an employee who previously satisfied the "twenty-five (25) days" or "fifty (50) days" criterion to qualify for additional personal 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 twenty-five (25) days of sick time accrued or fifty (50) days of sick time accrued, he/she may make a written request to the Personnel Records Office in the University Human Resources Department for the granting of the additional personal time. 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 time will be awarded no later than thirty (30) calendar days from the date of submission of the written request.

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

- 47.4 The personal time, or any fraction thereof, shall not be utilized during an absence for sick time or during any other leave of absence.
- 47.5 No carry-over of unused personal time from one (1) fiscal year to another shall be allowed.
- 47.6 The employee shall obtain the approval of his/her supervisor prior to being absent for all, or any part, of his/her personal time.

ARTICLE XLVIII

VACATIONS

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

Length of Full-time Service	Maximum Vacation Hours Earned in One Year	Actual Vacation Hours Earned Per Pay Period
0 to 4.0 years	96 hours	3.69 hours
4.0 to 9.0 years	128 hours	4.92 hours
9.0 to 14.0 years	152 hours	5.85 hours
14.0 years and over	192 hours	7.38 hours

- 48.2 An employee's vacation accrual will be based on his/her scheduled hours in the work-week.
- 48.3 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 (2) years, for purposes of meeting the three (3) 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 time off 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 time off 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.

- 48.4 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 4.0 years	72 hours	2.77 hours
4.0 to 9.0 years	96 hours	3.69 hours
9.0 to 14.0 years	114 hours	4.39 hours
14.0 years and over	144 hours	5.53 hours

- 48.5 An approved leave of absence for military service will not be counted as a break in the employee’s service record when determining his/her earned vacation hours.
- 48.6 Effective January 1, 2014, any unused vacation hours no greater than a maximum one year accrual amount will be paid to employees at the time of termination provided the employee leaves in good standing and gives a two-week written notice of his/her 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.
- 48.7 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.
- 48.8 An employee may take his/her vacation at any time in the course of the year as long as he/she has provided appropriate notice to his/her supervisor and as long as his/her

proposed vacation conforms to the needs and requirements of his/her individual department.

- 48.9 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 (1) week at a time, but, with the specific approval of the employee's supervisor, requests for vacations of less than one (1) week at one (1) 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.
- 48.10 In the event a dispute arises between two (2) 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.
- 48.11 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 48.10.

ARTICLE XLIX

UNIVERSITY NON-CONTRIBUTORY RETIREMENT PLAN

- 49.1 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 Employer'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.
- 49.2 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 his/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/her continuous full-time employment in computing retirement benefits.

- 49.3 An employee with twenty-five (25) years of service under the retirement plan may retire under one (1) 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/she 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).
- 49.4 Calculations of Non-Con only pension benefits shall be as follows:
- a) Service credits for the determination of the pension benefit shall be one percent (1%) for each of the first ten (10) years of continuous employment and two percent (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).
- 49.5 An employee covered solely by the Employer Non-Con Plan shall be provided after retirement an Employer 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).
- 49.6 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 L Multiple Option Retirement Program below. To be eligible to receive such frozen pension benefits, an employee must obtain retirement eligibility status as defined under paragraphs 49.1, 49.2, or 49.3.
 - 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 one percent (1%) for each of the first ten (10) years of continuous employment and two percent (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 ten percent (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.

49.7 Hospital-Medical insurance for Retirees. Persons hired on or before December 31, 2006 will be eligible for Employer monthly contributions towards Medicare complementary coverage. 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 an Employer group health plan after retirement. 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 Employer. For persons retired by March 1, 1995, the Employer will continue to pay the full cost of the monthly premium for the available Medicare complementary plan selected for participation. For all other persons who retire, the Employer's monthly contribution, for single party coverage, towards Medicare complementary shall be:

\$329.82 plus an additional 4% in future years for persons who retired on or after March 1, 1995 but on or before December 31, 2006;

\$343.02 plus an additional 4% in future years for persons who retire on or after January 1, 2007 but on or before December 31, 2007;

\$343.02 with no additional percentage increase in future years for persons who retire on or after January 1, 2008.

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 an Employer group medical plan for those not eligible for Medicare). The Employer's monthly contribution for the premiums for spousal coverage shall be as follows: (a) if the plan is Medicare complementary coverage, the Employer 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 Employer contribution shall be limited to the amount contributed by the Employer for single coverage in that same group health plan for active employees. Any premium costs for hospital-medical coverage beyond the Employer 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 Benefit and Compensation Services Office to pay for such monthly premium costs. Continued premium contributions from the Employer are subject to timely monthly payments from the retiree or surviving spouse of amounts beyond the Employer contribution.

Persons hired on or after January 1, 2007 will be eligible for participation only, in the Employer's Medicare complementary coverage for both retiree and spouse, with the full premium cost at the prevailing retiree rates to be paid by the retiree ("Access Only".)

The current four percent (4%) escalator on Medicare complementary coverage will continue in Calendar Years 2006 and 2007 but will be eliminated (0%) in Calendar Year 2008.

Beginning January 1, 2009, employees who: (1) were full-time active employees on December 31, 2007 (2) were eligible for the Multiple Option Retirement Program pursuant to paragraph 50.1 (MORP) or the Supplemental Retirement Plan pursuant to paragraph 50.5 (SRP); and, (3) were an active employee in a paid status and eligible for Employer paid benefits received an annual lump sum of \$500 to either their MORP or SRP which would continue each calendar year thereafter.

Contributions will be made in January of the respective calendar year. Notwithstanding the foregoing, employees who are not eligible for Employer contribution to MORP and choose not to establish an SRP will not be eligible for the foregoing payments. Such employees will receive a pro-rata calendar year contribution in the calendar year in which they become eligible for the Employee contribution to MORP. An employee who is hired on or before the 15th of the month will have that month considered in calculating the calendar year pro-rata contribution.

The Employer has established an early retirement 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 sixty-two (62) and until she/he becomes eligible for the coverage at age sixty-five (65) described immediately above. The retiree must have retired in accordance with the provisions of 50.4 (retirement age and service requirements). The annual contribution to the early retirement fund shall be \$13,000 effective calendar year 2006. Amounts not used during one (1) 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 (2) times per year the University shall provide the Association with a report on usage and funds remaining. In no event will premium payments from the early retirement fund exceed Employer contributions for active employees for like coverage. These funds will initially be allocated to participants for one (1) party coverage. Any remaining funds will be used to provide two party coverage on a pro-rated basis (i.e., spouses of early OUCMT retirees will be covered once every early OUCMT retiree has been covered). The retiree must make advance arrangements with the Benefit and Compensation Services 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 sixty-two (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 Benefit and Compensation Services Office. Upon attainment of age sixty-two (62), the retiree would then become eligible for premium payments to be paid from the fund along with other retirees between the ages of sixty-two (62) and sixty-five (65).

Eligibility for coverage at age sixty-five (65) at Employer expense or for coverage between age sixty-two (62) and sixty-five (65) supported by the fund depends upon continued participation in the group hospital medical plan following termination from active service.

- 49.8 Medicare Complementary Premium Fund. The Employer has established a Medicare Complementary Premium Fund (hereafter referred to as MCPF) from which age sixty-five (65) or older individual official retirees (i.e., individuals who have satisfied the age and service requirements of paragraph 50.4) who have retired after March 1, 1995, or were hired before December 31, 2006 and their spouses may receive a monetary benefit to be applied to the retiree's share of the monthly premium cost for MCPF (ref. Paragraph 49.7). The Employer and the Association agree to continue the disbursement of funds through December 31, 2014 at which time this fund will no longer exist.

ARTICLE L

MULTIPLE OPTION RETIREMENT PROGRAM

- 50.1 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 (2) tax-deferred retirement plans are available in the Multiple Option Retirement Program: TIAA-CREF and Fidelity. Information regarding these plans is available from the Benefit and Compensation Services Office. The Employer and the Association may mutually agree to add other options or to disassociate from any of these plans.
- b) Employees may enroll in the program after 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 Employer shall contribute thirteen percent (13%) of each participating employee's salary on a monthly basis. For any benefit eligible custodians hired on or after January 1, 2012, the Employer shall contribute six and one half percent (6.5%) of their 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 Employer'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 Employer does not guarantee a return of principal or earnings on investments.

- 50.2 Employees who are participating in the Multiple Option Retirement Program and who "retire" or terminate without meeting the age and service requirements identified in 49.1, 49.2, or 49.3 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 49.7).
- 50.3 Employees participating in the Multiple Option Retirement Program, who have Frozen Non-Con Benefits, and who meet the age and service requirement identified in 49.1, 49.2 or 49.3 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 49.7.
- 50.4 Employees who "Retire" after meeting the age and service requirements of 49.1, 49.2, and 49.3 are eligible for Hospital-Medical insurance Coverage as described and as provided under 49.7 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.
- 50.5 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 51.1 A, subject to conditions established by the respective companies. Monthly contributions to this program must equal at least \$25.00.

ARTICLE LI

TOTAL-MEDICAL PROGRAM

51.1 Medical Coverage. The Employer 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 or one thousand and forty (1,040) hours over at least an eight (8) month period and who have completed their probationary period with Employer and employee contributions for the monthly premiums as specified below. The Employer will contribute towards the premium under the terms set forth in paragraph 51.2; however, the employee must complete the enrollment forms within thirty (30) days of employment. Insurance will become effective the first (1st) of the month after thirty (30) days of employment. Medical insurance shall be provided as agreed to by the Employer and the Association. Coverage information will be on file in University Human Resources and additional information will be provided by the medical carriers.

Should the University substitute one carrier for another, any substitution shall provide equivalent coverage. No changes shall take place in the plans listed in 51.2A and 51.2B during the period of this agreement without consultation with the Association; changes not mandated by the insurance providers may only be implemented with the consent of the Association.

51.2 The Employer's payment for the monthly premium for this coverage shall be as follows:

The University shall make a monthly premium contribution equal to ninety-five percent (95%) of the cost of the least-cost HMO plan for the respective level of coverage (single, two party, family). If the monthly premium for another medical plan selected by the employee is greater than the University contribution, the employee shall pay the difference

Medical Insurance Opt Out. Employees who are covered by another health insurance plan shall have the option to decline health insurance coverage from the Employer. Employees who elect to opt out of the health insurance coverage shall be paid one-thousand dollars (\$1,000) per year by the Employer.

Employees who are hired after January 1 or who experience a life-altering event may elect payment in lieu of enrollment, but will be paid on a prorated basis. An employee must provide proof of other health insurance prior to being authorized to opt out and receive payment.

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 for no longer than two (2) years by arranging to pay the full premium through the Benefit and Compensation Services 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. PPO Option

One PPO plan is available for participation: the PPO “B” Plan.

Medical insurance shall be provided as agreed to by the University and the Association. Coverage information will be on file in University Human Resources and additional information will be provided by medical carriers.

PPO “B” Plan. This plan is the Blue Cross Blue Shield of Michigan's PPO Option.

\$20 co-pay for office/urgent care visits in a network physician's office.

\$250 single/\$500 family calendar year deductible in network and \$500 single/\$1,000 family deductible out-of-network.

\$1,250 single/\$2,500 family annual out of pocket max in-network and \$3,500 single/\$7,000 family out of pocket max out of network.

When services are provided by a community provider, the provider pays eighty percent (80%) of the reasonable amount as determined by the carrier after deductibles and the participant is responsible for the remaining charges. If services are received from a provider who is not a member of the Plan network, the plan pays sixty percent (60%) of the reasonable amount as determined by the carrier and the participant is responsible for the remaining charges. Specific policy terms are those in the executed insurance contract with the carrier.

Medical benefits shall be provided as agreed to by the University and the Association. Coverage information will be on file in University Human Resources and additional information will be provided by the medical carriers.

The PPO plan described above is subject to specific carrier policy provisions and the Group Operating Agreements between Oakland University and the carrier.

B. Health Maintenance Organizations.

The University offers three (3) HMO plans.

All three HMOs will offer two (2) levels of benefits - Enhanced and Standard. The chart below contains the key features of all three (3) HMOs. A detailed description, including how members will qualify for the Enhanced or Standard coverage, will be provided in the annual open enrollment materials that are distributed to each member.

	Enhanced	Standard
Deductible (Single/Family)	\$0	\$200/\$400
Co-Insurance	N/A	80%/20%
Out of Pocket Max (including deductible)	N/A	\$2,200/\$4,400
Office/Urgent Care Co-Pay	\$20	\$30
Prescription Co-Pay		
Generic	\$7	\$10
Preferred Brand Name	\$15	\$20
Non-Preferred Brand Name	\$30	\$50

Note: the Standard Prescription Co-Pays for Priority Health are \$7/\$15/\$30

Information about Plan benefits, plan design, and open enrollment materials may be obtained from the University's Benefit and Compensation Service Office and will be provided by the medical carriers. All benefits of the HMO plans are subject to specific HMO policy provisions and the Group Operating Agreements between Oakland University and the HMO. Any employee enrolled in one (1) of the HMO offerings shall not be eligible for benefits set forth in paragraph 51.2A.

51.3 The hospital-medical plans set forth above shall be offered with Employer contribution towards payment of the monthly premium to all members of the Bargaining Unit on the first of the month after thirty (30) days of employment during all periods that said members work not less than twenty (20) hours during a pay period.

- a) In order to receive the medical coverage, employees must sign up for it at the Benefit and Compensation Services Office
 - (1) A new employee may sign up immediately after being hired either for coverage which will go into effect on the first of the month following thirty (30) days of employment.
 - (2) A new employee must sign up before the thirtieth (30th) day after he/she was hired in order to have the medical coverage with Employer contribution towards payment of the monthly premium go into effect after the first of the month following thirty (30) days of employment.
 - (3) Providing that the employee signed up for the benefit before the thirtieth (30th) day after he/she was hired, the medical coverage with Employer contribution towards payment of the monthly premium will go into effect on the first of the month following completion of thirty (30) days of employment.
- b) If the new employee does not sign up for the medical coverage prior to the thirtieth (30th) 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 Benefit and Compensation Services Office.

51.4 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.

ARTICLE LII

OPTICAL PLAN

52.1 The Employer shall provide two (2) optical plans. The first optical plan is Plan A, which provides coverage for an eye examination, with lenses if needed, every twelve (12) months and new frames provided every twenty-four (24) months. The Employer will also offer a Plan B option. However, the Plan B option only offers an exam every two (2) years. Employees shall be eligible for enrollment in either plan on the first of the month following thirty (30) days of employment. Eligible employees may enroll in these plans when first eligible or during an annual open enrollment period.

The Employer shall pay the full cost per year to provide this coverage for each enrolled employee and their eligible dependents for the duration of this contract. Additionally, Plan A offers a MD rider for certain subsidized services from a panel of licensed ophthalmologists.

ARTICLE LIII

DENTAL INSURANCE

53.1 The Employer 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. Coverage will become effective the first of the month after thirty (30) days 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. The Employer shall pay the full cost of such insurance.

The plan contains the following benefits for enrolled employees and eligible dependents as herein defined.

TYPE I & II BENEFITS	IN -NETWORK COVERAGE PERCENTAGE	NON-NETWORK COVERAGE PERCENTAGE
Diagnostic	100%	100%
Preventative	100%	100%
Emergency Palliative I	100%	100%
Radiographs I	100%	100%

Oral Surgery	II	100%	50%
Restorative	II	100%	50%
Periodontics	II	100%	50%
Endodontics	II	100%	50%

TYPE III BENEFITS

Bridges, Partials & Dentures 50% 50%

TYPE IV BENEFITS

Orthodontia 50% 50%

Diagnostic and Preventative care does not count toward annual maximum.

\$1,000 maximum per person per contract year on Type I, II, and III Benefits

\$1,500 lifetime maximum per person on Type IV Benefits

ARTICLE LIV

LIFE INSURANCE

- 54.1 The Employer will provide life insurance to each employee who is regularly scheduled to work a minimum of thirty (30) hours per week on a continuous basis. Employees will be eligible for enrollment on the first of the month following thirty (30) days of employment and is less than sixty-five (65) years of age an amount of term life insurance equal to his/her 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 sixty-five (65) the Employer shall provide such life insurance coverage as mandated by applicable Federal, state or local law.
- 54.2 The Employer will make available optional additional life insurance benefits to all employees who are eligible for the Employer-provided life insurance (paragraph 54.1) provided the employee enrolls within two (2) months of his/her 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.

ARTICLE LV

DISABILITY INSURANCE

- 55.1 Short-Term Sickness and Accident Insurance. The Employer shall provide short-term sickness and accident insurance to each employee who is regularly scheduled to work a minimum of thirty (30) hours per week on a regular basis. The Employer shall pay the full cost of such insurance. Employees will be eligible for enrollment on the first of the

month following thirty (30) days of employment. The short term disability insurance plan 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/she become disabled due to a covered non-occupational sickness or accidental injury. (An extended non-paid leave is a leave which is in excess of one (1) week.) Disability benefits 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 must utilize sick, personal and vacation time until commencement of the short-term disability benefit.

While the employee is on short-term disability, he/she must utilize available sick time, vacation time, and personal time to equal one hundred percent (100%) of base weekly salary. (Sick time, vacation time, and personal time plus short-term disability to equal one hundred percent (100%) of base weekly salary.) The employee must utilize available sick time, vacation time, and personal time until exhausted. Upon exhaustion of all sick, vacation, and personal time, the Employer will continue to pay group insurance as set forth in paragraphs 51 through 54 for a period not to exceed six (6) months from initial date of disability. Additionally, the employee will not continue to accrue sick, personal and vacation time while on short-term disability, consistent with language in paragraph 34.1.

55.2 Long-Term Disability Insurance. The Employer shall provide Long-Term Disability Insurance to each employee who is regularly scheduled to work a minimum of thirty (30) hours per week on a regular basis. The Employer shall pay the full cost of such insurance. Employees will be eligible for enrollment on the first of the month following thirty (30) days of employment. The long term disability insurance plan 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. While the employee is on Long Term Disability, he/she must utilize available sick time, vacation time and personal time only to equal one hundred percent (100%) of base weekly salary. (Sick time, vacation time and personal time plus long term disability to equal one hundred percent (100%) of base weekly salary).
- b) A monthly annuity premium benefit equal to the Employer's contribution and the employee's required contribution to the retirement plan (paragraph 49.1) not to exceed thirteen percent (13%) of the employee's base monthly wage.

55.3 Medical Spending (Health Care Reimbursement) Account Match.

For employees hired on or prior to December 31, 2011, the University will contribute funds each year to an individual's medical spending account pursuant to the following schedule:

- \$100, if the individual contributes \$100 through \$124 to his/her plan;
- \$125, if the individual contributes \$125 through \$174 to his/her plan;
- \$175, if the individual contributes \$175 or more to his/her plan.

ARTICLE LVI

UNIFORMS AND SAFETY EQUIPMENT

- 56.1 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. The Employer shall provide the following:
- a) Summer Wear. Orders will be placed by no later than April 15th. The employee shall receive four (4) complete uniforms appropriate for summer wear and by the particular job assignment. A complete uniform shall consist of four (4) shirts and four (4) pants. The employee shall have a choice of cotton or polyester shirts.
 - b) Winter Wear. Orders will be placed by no later than October 15th. The employee shall receive four (4) complete uniforms appropriate for winter wear and by the particular job assignment. A complete uniform shall consist of four (4) shirts and four (4) pants.
 - c) Golf Course. Employees at the golf course shall receive, prior to March 15th of each year, a six hundred and thirty five dollar (\$635) gross taxable amount clothing allowance to purchase pants, jackets, vest, pullovers, sweatshirts, rain gear, coveralls, and other appropriate work clothes. In addition, the golf course shall provide golf style shirts and golf hat to the employees.
- 56.2 Uniforms shall be replaced as provided in 56.1 or more often as the Employer deems replacement necessary, and any replaced uniform shall be returned by the employee. Upon approval of the immediate supervisor, the employee may adjust the clothing allocation based on individual needs and within the cost equivalency of a complete uniform.
- 56.3 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 \$150 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. The amount will be prorated based on weeks worked in the position for new hires and leaves of absence that exceed thirty (30) calendar days. (Example: an employee on leave for four (4) months would be prorated for nine (9) months, receiving 9/12 of the total cleaning allowance.)

56.4 Safety glasses.

- a) All employees: Non-prescription/generic safety glasses (frames and lenses) as required by Federal, state or local safety standards and or Employer's regulations will be provided at no cost to the employee.
- b) Skilled Trades and Grounds employees: Employees who work in skilled trades or grounds jobs and must wear prescription 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 up to two hundred dollars (\$200) and fifty percent (50%) of the cost over \$200, but total not to exceed four hundred dollars (\$400) once every two (2) years 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 (2) years, he/she will not at this time be required to have another eye examination at his/her expense.

56.5 Safety Toe Footwear. The University will provide safety toe footwear as required by the Federal and State Rules and Regulations (MIOSHA Part 33, Personal Protective Equipment). The University has exclusive rights to determine the replacement, based on need. The employee, upon approval may purchase the footwear at a store of his/her selection, but the following conditions must be met.

- a) Request replacement in writing.
- b) The worn out footwear must be visually checked by management.
- c) The footwear must meet the standards of safety toe footwear as defined by MIOSHA Part 33.

- d) The employee shall provide proof of purchase and proof indicating appropriate safety toe footwear.
- e) The University will reimburse the employee up to \$ 150 per pair of safety toe footwear.

56.6 For the benefit of skilled tradesmen, sufficient coveralls (in no case less than four (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.

ARTICLE LVII

SNOW DAYS AND EMERGENCY SHUTDOWNS

- 57.1 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. University Human Resources will communicate with managers regarding the role of the supervisor in administering Article 57 of the Labor Agreement.
- 57.2 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 two times their base hourly 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.

ARTICLE LVIII

CAREER DEVELOPMENT

- 58.1 Career Development Program This program is intended to encourage employees to select a career objective for themselves, to provide a planned path in an accredited degree program (excluding the Medical School Program) for acquiring knowledge and developing skills that will enhance performance on the present job, and/or to increase likelihood of promotion to higher level positions within the university.
- 58.2 Eligibility
- A. All regular employees who are regularly scheduled to work a minimum of twenty (20) hours per week and who have satisfactorily completed six (6) months of employment may participate in this program.
 - B. Regular full-time employees who are scheduled to work forty (40) hours per week, twelve (12) month per year, may enroll in one (1) career related course per semester term during working hours, provided they have the permission of their department or administrative head. The employee and supervisor must arrange a revised work schedule to make up the missed work hours.
- 58.3 Requirements and Provisions
- A. Tuition. Subject to the provisions of this article, the University will cover one hundred percent (100%) of tuition costs. The cost of books, other fees including without limitation orientation and lab fees, travel and other expenses are not included.
 - B. Limitations. The total amount of money allocated per employee per semester shall be the actual cost of course(s) approved, but not more than the cost of eight (8) credit hours at the applicable University tuition rate for the semester in question. The total amount of money allocated per fiscal year per employee shall not exceed the cost of sixteen (16) credit hours.
 - C. Program. The employee must submit a Career Development plan for approval by UHR. Funding will only be approved for courses within a degree-granting or certificate-granting program at the University, as defined in the undergraduate or graduate catalog, or for credit bearing courses at the University that are pre-requisites for entry into such program.
 - D. Application. Career Development applications will only be accepted as early as one semester before, and no later than the drop/add date for the semester. Late and incomplete applications will be rejected.

E. Account holds. Funding will not be approved when an employee owes money to the University or has a hold on his/her student account.

F. Tuition Payment. Subject to the other requirements of this article, funds for approved courses taken at the University will be credited to the employee's student account.

58.4 Proof of Successful Completion and Reimbursement

A. Funding for an undergraduate course(s) is contingent upon the employee receiving a grade of at least "2.0" on a "4.0" scale. Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the employee's sixteen (16) credit limit for that University fiscal year. As part of the application process, the employee must authorize UHR in writing to verify the grade received in a funded course (s).

B. Funding for a graduate course(s) is contingent upon the employee receiving a grade of at least a "3.0" on a "4.0" scale. Failure to achieve a 3.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the employee's sixteen (16) credit limit for that University fiscal year.

C. In the event of withdrawal from or unsuccessful completion of a funded course, UHR will debit the employees student account for amounts credited to the student account by UHR for that course and the course will still count towards the employee's sixteen (16) credit limit for that University fiscal year.

58.5 Dependent Children and Spouse Partial Tuition Waiver. The University has established a partial tuition waiver program for dependent children and spouses of employees.

58.6 Eligibility. Subject to the other provisions of this article, a dependent child or spouse of an employee who meets the eligibility criteria for participation in the Career Development Program as described above in paragraph 58.2a, is eligible for partial tuition waiver for undergraduate or graduate courses if the dependent child or spouse is attending the University as a regularly enrolled student working towards a degree or certificate granting program, as defined in the undergraduate or graduate catalog to be awarded by the University. The Internal Revenue Service's definition of dependent child for federal income tax purposes shall apply.

58.7 Requirements and Provisions

A. Dependent children or spouse tuition waiver applications will only be accepted as early as one (1) semester before, and no later than the drop/add date for the semester which that course is offered. Late and incomplete applications will be rejected.

- B. The University will waive fifty percent (50%) of the cost of the eligible dependent child's and/or spouse's tuition, up to a maximum of thirty-two (32) credit hours per fiscal year (with a maximum of sixteen (16) credit hours per semester).
- C. The dependent children and/or spouse must apply and be accepted into a degree or certificate granting program at the University or as a guest student.

58.8 Proof of Successful Completion of Course

- A. Funding for an undergraduate course(s) is contingent upon the dependent child or spouse receiving a grade of at least "2.0" on a "4.0" scale. Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
- B. Funding for a graduate course(s) is contingent upon the dependent child or spouse receiving a grade of at least "3.0" on a "4.0" scale. Failure to achieve a 3.0 or better in a course will result in debiting of the previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
- C. In the event of a withdrawal from or unsuccessful completion of a funded course, UHR will debit the dependent child's or spouse's student account for amounts credited to the student account by UHR for that course and the course will still count towards the employee's thirty-two (32) credit limit for that University fiscal year.

ARTICLE LIX

MISCELLANEOUS PROVISIONS

- 59.1 All supplemental agreements shall be subject to the approval of the Employer and OUCMT. They shall be approved or rejected within a period of ten (10) days following the date they are filed by OUCMT.
- 59.2 The Employer and OUCMT agree that for the lifetime of this Agreement only the least senior member within each department may be scheduled for a workweek which includes both Saturday's and Sunday's 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 (2) week prior notice of a change in the weekly work schedule shall be given. In all cases, at least one (1) week prior notice shall be given.
- 59.3 Printing of Agreement. The Association and the Employer shall share equally in the costs of printing this Contract.

- 59.4 Parking Fees. It is agreed that members of the Bargaining Unit shall be provided parking at no cost to the employee.

ARTICLE LX

STRIKES AND LOCKOUTS

- 60.1 The Association agrees during the life of this Agreement, neither the Association, 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.
- 60.2 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/Employee Relations Office within thirty (30) calendar days after the date upon which the employee was discharged or disciplined.

ARTICLE LXI

CONTRACT DOCUMENTS

- 61.1 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 OUCMT 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.

ARTICLE LXII

RATIFICATION

- 62.1 The OUCMT 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 MEA/NEA and OUCMT will recommend to the employees that it be ratified.

ARTICLE LXIII

TERMINATION AND MODIFICATION

- 63.1 This Agreement shall continue in full force and effect until October 31, 2017. The language of 49.7 and 51.1 shall be maintained for the length of the agreement unless the University and the Association agree to modify the language.
- 63.2 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.
- 63.3 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.
- 63.4 Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association, to OUCMT and if to the Employer, addressed to the Assistant Vice President of University Human Resources, or to any such address as the Association or the Employer may make available to each other.

ARTICLE LXIV

JOB DESCRIPTIONS

- 64.1 The Employer and OUCMT, MEA, 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 OUCMT before implementation.

ARTICLE LXV

FLEXIBLE BENEFITS OPTIONS

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

APPENDIX A: OUCMT CLASSIFICATIONS AND PAYRATES

November 1, 2014 – October 31, 2015

<u>Title</u>	<u>Probationary</u>	<u>After 90 days</u>	<u>After 2 years</u>
Custodian IV/Housing-Oak. Ctr	N/A	N/A	\$18.20
Custodian III/Grndskeeper/Facilities	N/A	N/A	\$15.70
Custodian III/Facilities	N/A	N/A	\$15.70
Custodian II/Housing-Oak. Ctr	\$12.11	\$12.36	N/A
Custodian I/Facilities	\$10.46	\$10.71	N/A

Effective November 1, 2014 a Lump Sum Payment based on two percent (2%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the Custodian IV/Housing-Oak.Ctr. classification and a Lump Sum Payment based on three percent (3%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the Custodian III/Grndskeeper/Facilities and Custodian III/Facilities classifications.

November 1, 2015 – October 31, 2016

<u>Title</u>	<u>Probationary</u>	<u>After 90 days</u>	<u>After 2 years</u>
Custodian IV/Housing-Oak. Ctr	N/A	N/A	\$18.20
Custodian III/Grndskeeper/Facilities	N/A	N/A	\$15.70
Custodian III/Facilities	N/A	N/A	\$15.70
Custodian II/Housing-Oak. Ctr	\$12.11	\$12.36	N/A
Custodian I/Facilities	\$10.57	\$10.82	N/A

Effective November 1, 2015 a Lump Sum Payment based on two percent (2%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the Custodian IV/Housing-Oak.Ctr. classification and a Lump Sum Payment based on three percent (3%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the Custodian III/Grndskeeper/Facilities and Custodian III/Facilities classifications.

November 1, 2016 – October 31, 2017

<u>Title</u>	<u>Probationary</u>	<u>After 90 days</u>	<u>After 2 years</u>
Custodian IV/Housing-Oak. Ctr	N/A	N/A	\$18.20
Custodian III/Grndskeeper/Facilities	N/A	N/A	\$15.86
Custodian III/Facilities	N/A	N/A	\$15.86
Custodian II/Housing-Oak.Ctr	\$12.11	\$12.36	N/A
Custodian I/Facilities	\$10.68	\$10.93	N/A

Effective November 1, 2016, a Lump Sum Payment based on two percent (2%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the Custodian IV/Housing-Oak. Ctr.classification.

Progression to "After two (2) years" pay rate shall occur on the second anniversary of the current employee's most recent date of hire.

The pay rate of the Custodian Groundskeeper while functioning as a Custodian shall be paid at the appropriate Custodian pay rate. The pay rate of the Custodian/Groundskeeper while functioning as a Groundskeeper shall be in accordance with Appendix C.

Custodian I/Facilities and Custodian II/Housing –Oak. Ctr. are new hires on or after 01/01/12.

NOTE: Any current custodian in Facilities as of the date of ratification (12/ 6/11), will be eligible for the current pay rate at Housing or Oakland Center, should they be selected for a transfer into either one (1) of those two (2) areas.

APPENDIX B: OUCMT CLASSIFICATIONS AND PAYRATES

November 1, 2014 – October 31, 2015

	<u>Probationary</u>	<u>After 90 Days</u>	
Mail Clerk	\$18.99	\$19.76	4.1% to base rate
Equipment Room Attendant	\$19.35	\$19.93	
University Services Clerk	\$19.93	\$20.96	
University Services Clerk III	\$21.35	\$22.05	

Effective November 1, 2014 a Lump Sum Payment based on two percent (2%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the **Equipment Room Attendant, University Svcs. Clerk and University Svcs Clerk III** classifications

November 1, 2015 – October 31, 2016

Mail Clerk	\$19.75	\$20.55	4% to base rate
Equipment Room Attendant	\$19.35	\$19.93	
University Service Clerk	\$19.93	\$20.96	
University Service Clerk III	\$21.35	\$22.05	

Effective November 1, 2015 a Lump Sum Payment based on two percent (2%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the **Equipment Room Attendant, University Svcs. Clerk and University Svcs Clerk III** classifications

November 1, 2016 – October 31, 2017

Mail Clerk	\$20.15	\$20.96	4% to base rate
Equipment Room Attendant	\$19.35	\$19.93	
University Service Clerk	\$19.93	\$20.96	
University Service Clerk III	\$21.35	\$22.05	

Effective November 1, 2016 a Lump Sum Payment based on two percent (2%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the **Equipment Room Attendant, University Svcs. Clerk and University Svcs Clerk III** classifications

APPENDIX C: OUCMT CLASSIFICATIONS AND PAYRATES

NOVEMBER 1, 2014– OCTOBER 31, 2015

1% to base rate

Title	Probationary	After 90 Days
Groundskeeper I	\$17.83	\$18.42
Greenskeeper I	\$17.83	\$18.42
Groundskeeper II	\$19.54	\$20.13
Greenskeeper II	\$19.54	\$20.13
Groundskeeper III	\$20.52	\$21.17
Greenskeeper III	\$20.52	\$21.17
Groundskeeper IV	\$21.68	\$22.29
Greenskeeper IV	\$21.68	\$22.29
Mastery Level V	NA	\$23.43

NOVEMBER 1, 2015– OCTOBER 31, 2016

2% Lump Sum

Title	Probationary	After 90 Days
Groundskeeper I	\$17.83	\$18.42
Greenskeeper I	\$17.83	\$18.42
Groundskeeper II	\$19.54	\$20.13
Greenskeeper II	\$19.54	\$20.13
Groundskeeper III	\$20.52	\$21.17
Greenskeeper III	\$20.52	\$21.17
Groundskeeper IV	\$21.68	\$22.29
Greenskeeper IV	\$21.68	\$22.29
Mastery Level V	NA	\$23.43

NOVEMBER 1, 2016– OCTOBER 31, 2017

2% Lump Sum

Title	Probationary	After 90 Days
Groundskeeper I	\$17.83	\$18.42
Greenskeeper I	\$17.83	\$18.42
Groundskeeper II	\$19.54	\$20.13
Greenskeeper II	\$19.54	\$20.13
Groundskeeper III	\$20.52	\$21.17
Greenskeeper III	\$20.52	\$21.17
Groundskeeper IV	\$21.68	\$22.29
Greenskeeper IV	\$21.68	\$22.29
Mastery Level V	NA	\$23.43

Employees shall progress through the Groundskeeper/Greenskeeper pay levels in accordance with program and experience requirements as identified on Appendix E Program and/or Licensure Requirements - Greenskeepers, Groundskeepers, Skilled Trades.

Effective November 1, 2015 and November 1, 2016 a Lump Sum Payment based on two percent (**2%**) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the Groundskeeper and Greenskeeper classifications

APPENDIX D: OUCMT CLASSIFICATIONS AND PAYRATES
EXPERIMENTAL MACHINIST, MECHANIC, PAINTER

NOVEMBER 1, 2014– OCTOBER 31, 2015
2% Lump Sum

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.13	na	\$18.70	\$19.16
Skilled Trades II	\$19.46	\$19.78	\$20.10	\$20.61
Skilled Trades III	\$20.85	\$21.06	\$21.41	\$21.82
Skilled Trades IV	\$22.65	na	na	Na
Skilled Trades V	\$23.85	na	na	na
Skilled Trades VI	\$24.86	na	na	na
Mastery Level VII	\$27.96	na	na	na

NOVEMBER 1, 2015 – OCTOBER 31, 2016
2% Lump Sum

Title	Start	3 Months	Na	Na
Skilled Trades I	\$18.13	na	\$18.70	\$19.16
Skilled Trades II	\$19.46	\$19.78	\$20.10	\$20.61
Skilled Trades III	\$20.85	\$21.06	\$21.41	\$21.82
Skilled Trades IV	\$22.65	na	na	Na
Skilled Trades V	\$23.85	na	na	na
Skilled Trades VI	\$24.86	na	na	na
Mastery Level VII	\$27.96	na	na	na

NOVEMBER 1, 2016 – OCTOBER 31, 2017
2% Lump Sum

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.13	na	\$18.70	\$19.16
Skilled Trades II	\$19.46	\$19.78	\$20.10	\$20.61
Skilled Trades III	\$20.85	\$21.06	\$21.41	\$21.82
Skilled Trades IV	\$22.65	na	na	Na
Skilled Trades V	\$23.85	na	na	na
Skilled Trades VI	\$24.86	na	na	na
Mastery Level VII	\$27.96	na	na	na

Effective November 1, 2014, November 1, 2015 and November 1, 2016 a Lump Sum Payment based on two percent (**2%**) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the **Experimental Machinist, Mechanic and Painter** classifications

APPENDIX D: OUCMT CLASSIFICATIONS AND PAYRATES

CARPENTER, LOCKSMITH

NOVEMBER 1, 2014– OCTOBER 31, 2015

1% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.31	na	\$18.88	\$19.35
Skilled Trades II	\$19.65	\$19.98	\$20.30	\$20.82
Skilled Trades III	\$21.06	\$21.27	\$21.62	\$22.04
Skilled Trades IV	\$22.88	na	na	na
Skilled Trades V	\$24.09	na	na	na
Skilled Trades VI	\$25.11	na	na	na
Mastery Level VII	\$28.24	na	na	na

NOVEMBER 1, 2015 – OCTOBER 31, 2016

2.5% Lump Sum

Title	Start	3 Months	Na	Na
Skilled Trades I	\$18.31	na	\$18.88	\$19.35
Skilled Trades II	\$19.65	\$19.98	\$20.30	\$20.82
Skilled Trades III	\$21.06	\$21.27	\$21.62	\$22.04
Skilled Trades IV	\$22.88	na	na	na
Skilled Trades V	\$24.09	na	na	na
Skilled Trades VI	\$25.11	na	na	na
Mastery Level VII	\$28.24	na	na	na

NOVEMBER 1, 2016 – OCTOBER 31, 2017

2.5% Lump Sum

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.31	na	\$18.88	\$19.35
Skilled Trades II	\$19.65	\$19.98	\$20.30	\$20.82
Skilled Trades III	\$21.06	\$21.27	\$21.62	\$22.04
Skilled Trades IV	\$22.88	na	na	na
Skilled Trades V	\$24.09	na	na	na
Skilled Trades VI	\$25.11	na	na	na
Mastery Level VII	\$28.24	na	na	na

Effective November 1, 2015 and November 1, 2016 a Lump Sum Payment based on two and one-half percent (2.5%) of the hourly rate times annual regularly scheduled hours will be paid to all employees in the **Carpenter** and **Locksmith** classifications

APPENDIX D: OUCMT CLASSIFICATIONS AND PAYRATES

ELECTRICAL, HVAC

NOVEMBER 1, 2014– OCTOBER 31, 2015
2.5% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.58	na	\$19.17	\$19.64
Skilled Trades II	\$19.95	\$20.27	\$20.60	\$21.13
Skilled Trades III	\$21.37	\$21.59	\$21.95	\$22.37
Skilled Trades IV	\$23.22	na	na	na
Skilled Trades V	\$24.45	na	na	na
Skilled Trades VI	\$25.48	na	na	na
Mastery Level VII	\$28.66	na	na	na

NOVEMBER 1, 2015 – OCTOBER 31, 2016
6% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$19.70	na	\$20.32	\$20.82
Skilled Trades II	\$21.15	\$21.49	\$21.84	\$22.40
Skilled Trades III	\$22.65	\$22.89	\$23.27	\$23.71
Skilled Trades IV	\$24.61	na	na	na
Skilled Trades V	\$25.92	na	na	na
Skilled Trades VI	\$27.00	na	na	na
Mastery Level VII	\$30.38	na	na	na

NOVEMBER 1, 2016 – OCTOBER 31, 2017
6% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$20.88	na	\$21.54	\$22.07
Skilled Trades II	\$22.42	\$22.78	\$23.15	\$23.74
Skilled Trades III	\$24.01	\$24.26	\$24.67	\$25.13
Skilled Trades IV	\$26.09	na	na	na
Skilled Trades V	\$27.48	na	na	na
Skilled Trades VI	\$28.62	na	na	na
Mastery Level VII	\$32.20	na	na	na

APPENDIX D: OUCMT CLASSIFICATIONS AND PAYRATES

HEATING PLANT

NOVEMBER 1, 2014– OCTOBER 31, 2015

2% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.49	na	\$19.07	\$19.54
Skilled Trades II	\$19.85	\$20.18	\$20.50	\$21.02
Skilled Trades III	\$21.27	\$21.48	\$21.84	\$22.26
Skilled Trades IV	\$23.10	na	na	na
Skilled Trades V	\$24.33	na	na	na
Skilled Trades VI	\$25.36	na	na	na
Mastery Level VII	\$28.52	na	na	na

NOVEMBER 1, 2015 – OCTOBER 31, 2016

2.25% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.91	na	\$19.50	\$19.98
Skilled Trades II	\$20.30	\$20.63	\$20.96	\$21.49
Skilled Trades III	\$21.75	\$21.96	\$22.33	\$22.76
Skilled Trades IV	\$23.62	na	na	na
Skilled Trades V	\$24.88	na	na	na
Skilled Trades VI	\$25.93	na	na	na
Mastery Level VII	\$29.16	na	na	na

NOVEMBER 1, 2016 – OCTOBER 31, 2017

2.25% to base

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$19.34	na	\$19.94	\$20.43
Skilled Trades II	\$20.76	\$21.09	\$21.43	\$21.97
Skilled Trades III	\$22.24	\$22.45	\$22.83	\$23.27
Skilled Trades IV	\$24.15	na	na	na
Skilled Trades V	\$25.44	na	na	na
Skilled Trades VI	\$26.51	na	na	na
Mastery Level VII	\$29.82	na	na	na

APPENDIX D: OUCMT CLASSIFICATIONS AND PAYRATES

PLUMBER

NOVEMBER 1, 2014– OCTOBER 31, 2015

2% to base rate

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$18.67	na	\$19.07	\$19.54
Skilled Trades II	\$19.85	\$20.18	\$20.50	\$21.02
Skilled Trades III	\$21.27	\$21.48	\$21.84	\$22.26
Skilled Trades IV	\$23.10	na	na	na
Skilled Trades V	\$24.33	na	na	na
Skilled Trades VI	\$25.36	na	na	na
Mastery Level VII	\$28.52	na	na	na

NOVEMBER 1, 2015 – OCTOBER 31, 2016

3% to base rate

Title	Start	3 Months	3 Months	9 Months
Skilled Trades I	\$19.23	na	\$19.64	\$20.13
Skilled Trades II	\$20.45	\$20.79	\$21.12	\$21.65
Skilled Trades III	\$21.91	\$22.12	\$22.50	\$22.93
Skilled Trades IV	\$23.79	na	na	na
Skilled Trades V	\$25.06	na	na	na
Skilled Trades VI	\$26.12	na	na	na
Mastery Level VII	\$29.37	na	na	na

NOVEMBER 1, 2016 – OCTOBER 31, 2017

4% to base rate

Title	Start	3 Months	6 Months	9 Months
Skilled Trades I	\$20.00	na	\$20.43	\$20.94
Skilled Trades II	\$21.27	\$21.62	\$21.96	\$22.52
Skilled Trades III	\$22.79	\$23.00	\$23.40	\$23.85
Skilled Trades IV	\$24.74	na	na	na
Skilled Trades V	\$26.06	na	na	na
Skilled Trades VI	\$27.16	na	na	na
Mastery Level VII	\$30.55	na	na	na

**APPENDIX E
PROGRAM AND/OR LICENSURE REQUIREMENTS
GREENSKEEPERS, GROUNDSKEEPER, SKILLED TRADES**

Employees shall progress through the pay levels in accordance with program and/or licensure requirements identified below							
Classification	Pay Levels						
	I	II	III	IV	V	VI	VII
Groundskeeper Greenskeeper	Less than 9 credit hours and less than 1 year relevant experience	9 credit hours / 1 year relevant experience	23 credit hours/ 2 years relevant experience	37 credit hours / 3 years relevant experience OR new hires meeting program requirements	Satisfaction of program and licensure requirements AND 36 months of service OR New Hires who met requirements and have completed 18 months of service		
Skilled Trades - Carpentry	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification
Skilled Trades - Electrical	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification

	Pay Levels						
Classification	I	II	III	IV	V	VI	VII
Skilled Trades - Experimental Machinist	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification
Skilled Trades - Heating Plant	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification
Skilled Trades - HVAC	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification

Classification	Pay Levels						
	I	II	III	IV	V	VI	VII
Skilled Trades - Locksmith	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification
Skilled Trades - Mechanic	Less than 16 credit hours and less than 2 years relevant experience. IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)	16 credit hours/2 years relevant experience IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)	24 credit hours / 3 years relevant experience IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)	32 credit hours / 4 years relevant experience IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)	40 credit hours/5 years relevant experience IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)	Satisfaction of program and/or licensure requirements (55 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements. IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification IGCEMA CERTIFICATE will be accepted in lieu of college credits (Golf Course Mechanic)
Skilled Trades - Painter	Less than 8 credit hours and less than 2 years relevant experience	8 credit hours/2 years relevant experience	16 credit hours / 3 years relevant experience	24 credit hours / 4 years relevant experience	32 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (38 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification

	Pay Levels						
Classification	I	II	III	IV	V	VI	VII
Skilled Trades - Plumber	Less than 12 credit hours and less than 2 years relevant experience	12 credit hours/2 years relevant experience	20 credit hours / 3 years relevant experience	28 credit hours / 4 years relevant experience	36 credit hours/5 years relevant experience	Satisfaction of program and/or licensure requirements (46 credit hours) and 6 years relevant experience OR New Hires meeting program and/or licensure requirements	Satisfaction of program and/or licensure requirements and 3 months of service in the Skilled Trades VI classification

APPENDIX F
LETTER OF AGREEMENT
TRAINING FUND

Oakland University and Oakland University Campus Maintenance and Trades agree to the following:

- The Association will contribute the remaining balance (approximately \$8600) from the existing career development fund balance to be used for the purpose of paying for courses taken outside of Oakland University and currently not covered under Article XXXIII Skilled Trades/Groundskeeper/Greenskeeper.
- Existing funds at the end of each year will not be forfeited but will carry over into the next year.
- For the duration of the contract, unused monies in the career development fund may be used at the Association's discretion.
- Requests for time off must be given to supervisor for approval in a reasonable and timely manner.

**Letter of Agreement
Between
Oakland University
and the
Oakland University Campus Maintenance & Trades**

This letter of agreement ("LOA") is entered into by and between Oakland University ("University") and the Michigan Education Association (MEA) OUCMT ("Association").

Recitals

WHEREAS, the University and the Association (collectively the "Parties") are Parties to a 2014-2017 Collective Bargaining Agreement ("Agreement"); and

WHEREAS, the Parties are committed to diversity and inclusion and building a community that welcomes and honors all people.

NOW, THEREFORE, the Parties agree as follows:

Letter of Agreement

1. The foregoing Recitals are incorporated into this LOA by this reference.
2. Paragraphs 36.2, 38.4, 58.5, 58.6, 58.7 and 58.8 of the Agreement are amended as follows:

ARTICLE XXXVI
BEREAVEMENT TIME

- 36.2 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, half-sister, Other Qualified Adult and Dependent Children of Other Qualified Adults. The Employer and the Association intend that the terms and conditions that apply to employees and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

Other Qualified Adults and Dependent Children of Other Qualified Adults shall be interpreted as including:

a) Other Qualified' Adult means an individual who meets all of the following eligibility requirements, to Oakland's satisfaction, at the time an employee makes a request for benefits:

- (1) is not the spouse of the employee;
- (2) has shared a residence with the employee for eighteen (18) continuous months prior to a request for benefits;
- (3) is neither employed by the owner of the residence in which the employee resides, nor a landlord, tenant or border;
- (4) is at least twenty-six (26) years of age;
- (5) is financially interdependent with the employee;
- (6) has no familial relationship to the employee;
- (7) is not married to someone other than the employee;
- (8) is not a dependent of the employee as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (9) is not an undocumented immigrant.

b) Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to Oakland's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (2) is not married.

ARTICLE XXXVIII **SICK TIME**

38.4 Availability. Sick time shall be available for use by employees for the following purposes:

- d) Acute and serious personal illness of a husband, wife, son or daughter (natural or adopted or step) who is a dependent child, parent or step-parent, Other Qualified Adult and Dependent Children of Other Qualified Adults, 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.

ARTICLE LVIII
CAREER DEVELOPMENT


- 58.5 Partial Tuition Waiver. The University has established a partial, tuition waiver program for dependent children, spouses and Other Qualified Adults and Dependent Children of Other Qualified Adults of employees.
- 58.6 Eligibility. Subject to the other provisions of this article, a dependent child, spouse, or Other Qualified Adult and Dependent Children of Other Qualified Adults of an employee who meets the eligibility criteria for participation in the Career Development Program as described above in paragraph 58.2a, is eligible for partial tuition waiver for undergraduate or graduate courses if the dependent child, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults is attending the University as a regularly enrolled student working towards a degree or certificate granting program to be awarded by the University. The Internal Revenue Service's definition of dependent child for federal income tax purposes shall apply.
- 58.7 Requirements and Provisions
- A. Dependent children, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults tuition waiver applications will be accepted from the first day of the semester preceding the semester in which the course for which funding is sought is offered, and no later than the drop/add date ' for the semester. Late and incomplete applications will be rejected.
 - B. The University will waive 50% of the cost of the eligible dependent child's, spouse's and/or Other Qualified Adult and Dependent Children of Other Qualified Adults tuition, up to a maximum of thirty-two (32) credit hours per fiscal year (with a maximum of sixteen (16) credit hours per semester).
 - C. The dependent children, spouse, and/or Other Qualified Adult and Dependent Children of Other Qualified Adults must apply and be accepted into a degree or certificate granting program at the University or as a guest student.

58.8 Proof of Successful Completion of course

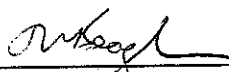
- A. Funding for an undergraduate course(s) is contingent upon the dependent child or spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults receiving a grade of at least "2.0" on a "4.0" scale. Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
 - B. Funding for a graduate course(s) is contingent upon the dependent child or spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults receiving a grade of at least "3.0" on a "4.0" scale. Failure to achieve a 3.0 or better in a course will result in debiting of the previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
 - C. In the event of a withdrawal from or unsuccessful completion of a funded course, UHR will debit the dependent child's or spouse's or Other Qualified Adult's or Dependent Children of Other Qualified Adults' student account for amounts credited to the student account by UHR for that course and the course will still count towards the employee's thirty-two (32) credit limit for that University fiscal year.
3. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the Association's membership and upon approval of the University's Board of Trustees.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

OAKLAND UNIVERSITY




Ronald P. Watson
Assistant Vice President
University Human Resources
Date 2/6/2015

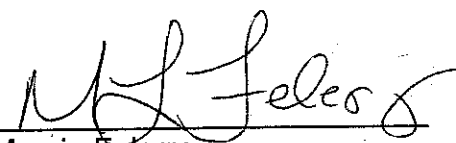


John W. Beaghan
Vice President
Finance and Administration
Date 2/6/15

OUCMT



Mick Ide
President
OUCMT
Date 2-6-15



Marcia Felegy
Executive Director
OUCMT, MEA/NEA
Date 2/6/15

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