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S T A T E O F M I C H I G A N

FERRIS STATE COLLEGE

Big Rapids

Michigan

August 24, 1967

American Federation of State,
County and Municipal Employees
805 W. Allegan Street
Lansing, Michigan

Attention: Staff Representative, Council 7,
AFSCME - AFL-CIO

Dear Sir:

During recent contract negotiations we discussed the possibility of a longevity pay program commencing at six years of employment. We suggest that a study be undertaken by both parties during the months preceding the contract expiration date.

Following a mutual exchange of information in written form we will engage in joint discussions on the following:

- (1) Wage spread and progressions for each job classification
- (2) Costs of alternate longevity pay programs

It should be understood that these discussions are intended to clarify the issues for 1968 bargaining rather than move up the reopening date now provided in the contract.

Sincerely,

/S/ John R. Smith

John R. Smith
Vice President for Business Operations

is

Ferris State College

A G R E E M E N T

This Agreement entered into this 24th day of August, 1967 between the Board of Control of Ferris State College (hereinafter referred to as the "Employer") and the International Union of the American Federation of State, County, and Municipal Employees (AFL-CIO) and Council #7 and its affiliate Local Union No. 1609, (hereinafter referred to as the "Union").

PURPOSE AND INTENT: 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, the employees and the Union.

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.

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

RECOGNITION (1) Employees covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer included in the following bargaining units:

Nonteaching employees of Ferris State College exclusive of those in executive, administrative, supervisory and clerical positions.

AID TO OTHER UNIONS

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

UNION SECURITY

Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

UNION SECURITY CONT'D.

(b) Employees covered hereby who after the effective date of this Agreement become members of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

UNION DUES AND INITIATION FEES

A. Payment by Check-Off or Direct to the Union.

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Union.

Check-Off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed an Authorization for Check-Off of Dues form which is consistent with the terms of this Agreement and does not impose restrictions of free choice upon employees.

B. Deductions.

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

C. Delivery of Executed Authorization of Check-Off Form.

A properly executed copy of said Authorization for Check-Off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Council #7 Secretary-Treasurer by the Employer.

D. When Deductions Begin.

Check-off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay and each pay thereafter.

E. Delivery of Additional Check-Off Forms.

The Union will provide to the Employer any additional Authorization for Check-Off of Dues forms under which the Union

E. Delivery of Additional Check-Off Forms Cont'd.

membership dues are to be deducted.

F. Refunds.

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Council #7.

G. Remittance of Dues to Secretary-Treasurer.

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council #7 as soon as possible after the first of the succeeding month. The Employer shall furnish the designated financial officer of Council #7, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms, but for whom no deductions have been made.

H. Termination of Check-Off.

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he revokes his Authorization for Check-Off of Dues. The Council #7 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

I. Limit of Employer's Liability.

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

REPRESENTATION Number of Representation Districts.

The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by agreement between the Employer and the Union.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement. Changes in the agreed number of representative districts will be by mutual agreement.

(a) In each district employees shall be represented by one Steward who shall be a regular employee and working in the district. When the established weekly work schedule calls for overtime work in excess of two hours by more than one employee of the district, the Steward (or the Alternate Steward previously

designated by the Union) shall be scheduled to work the overtime hours, provided there is work he can perform.

(b) The Stewards, during their working hours, without loss of time or pay, may in their own district, in accordance with the terms of this section, present grievances to the Employer representative in that area. The supervisor will normally grant permission and provide sufficient time to the Stewards to leave their work to receive a grievance from an employee; on-the-job investigation by the Steward, limited to the time necessary to check the facts, will be permitted, provided the Employer representative previously has been made aware of the specific complaint and has failed to act as requested. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time devoted to the proper handling of grievances will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

(c) A Zone Steward may be designated to discuss grievances with designated Employer representatives for each of the following groups:

Food Service
Residence Halls
Maintenance
Building and Grounds

A Zone Steward may leave his work during working hours without loss of pay for these discussions with the understanding that his immediate Supervisor has granted him permission, that the time will be devoted to the prompt handling of legitimate grievances and that he will perform his regularly assigned work at all times except when necessary to leave his work as provided herein.

(d) The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

SPECIAL CONFERENCES

Special conferences for important matters, including safety, will be arranged between the Local President and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and

SPECIAL CONFERENCES CONT'D.

an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The two employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement, or an alleged discriminatory application of the Agreement by Employer. These shall include alleged discriminations on the basis of race, creed, color, sex or national origin. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

SECTION 2. Steps of the Grievance Procedure. An employee having a grievance as above defined shall present it to the Employer pursuant to the following procedure and to the rules for grievance processing of Section 3 of this Article.

Step 1. An employee may verbally present a grievance to his immediate Supervisor or to his Steward, or to each of them individually, or to both of them together. At any discussion between the employee and his immediate Supervisor, either of them may arrange for the Steward to be present. In the Food Service Department, the Kitchen Manager for the building will act as the immediate Supervisor; in the absence of the Kitchen Manager, the Shift Supervisor will receive and discuss grievances.

If the grievance is presented to the Supervisor and he grants it, the Steward, no later than the next day, may reduce it to writing, on a form provided by the Employer, and submit it to the Supervisor who, no more than two days later, shall write his answer on the form and return it to the Steward.

If the grievance is presented to the Supervisor and he denies it, the Steward shall reduce the grievance to writing and the Supervisor shall answer it, in the manner and within the time limits above.

Step 2. If the Supervisor's answer in Step 1, denying a grievance, is not satisfactory to the employee, the Zone Steward of the area involved may, within four (4) days thereafter, present it to the designated Department Head who shall answer it, in writing, on the form, no more than two (2) days later.

Step 3. If the answer of the Department Head in Step 2 is not considered satisfactory by the employee, the Union may, within five (5) days thereafter, present it to the Director of

Campus Services, or the Director of Physical Plant, depending upon the specific work area from which the grievance arose.

The Employer representatives may call a meeting with designated representative of the Local, at which any participant in the meeting may arrange to have present the grievant.

The Employer shall answer the grievance, in writing, no later than five (5) days after it is presented at this step.

Step 4. If the grievance disposition given in Step 3 is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3, and this grievance shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step 3, a Council or International representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 3, have on file with the Employer's Personnel Director and with the Detroit Regional Office of American Arbitration Association properly completed "Demand for Arbitration," on that Association's form so entitled, in the number of copies required, and shall have otherwise complied with the requirements of Rule No. 7 of the Association's "Voluntary Labor Arbitration Rules" as to initiation of arbitration under an arbitration clause in a collective bargaining agreement. The matter shall thereafter be administered by the Association in accordance with such "Voluntary Labor Arbitration Rules." As well, the Employer, the Union, the Arbitrator and the arbitration shall be subject to the following, which shall control if there be conflict with a rule of the Association:

- (1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- (2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
- (3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

- (4) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided, however, that such facts or material must have been discussed during the grievance procedure preceding appeal to arbitration.
- (5) The Association's administrative fee and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.
- (6) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding.

SECTION 3. Rules of Grievance Processing.

A. It is agreed that any grievance must be brought up as soon as it might, reasonably, have become known to exist and that, in any event, no grievance claim shall be valid for a period more than one (1) calendar month prior to the date the claim was first filed in writing, in the grievance procedure. Back pay shall be limited to the amount of wages the employee would have earned, within the foregoing limitation, less any amount received by him from other employment, self-employment or, if applicable, unemployment compensation.

B. Only for the purposes of the grievance procedure a "day" shall mean Monday through Friday, and shall not include the day on which a grievance is presented or appealed by the Union or is returned to it by the Employer.

C. The time limit at any Step of the grievance procedure may be extended by mutual agreement of the parties' representatives at that Step.

D. A grievance presented at any Step shall be dated and signed by the Union representative presenting it; an answer given and returned to the Union shall be dated and signed by the Employer's representative at that Step.

E. When a grievance is presented, Employer's representative shall acknowledge his receipt of it and the date thereof, in writing; when he returns it with his answer the Union's representative shall acknowledge his receipt of it and the date thereof, in writing.

F. In the absence of a representative at any Step, the party whom he represents may designate an alternate to act in his place.

G. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given it. A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.

H. In no event shall any Union representative leave his work for grievance purposes, above, without first notifying his immediate Supervisor, who shall as promptly as is practicable under the circumstances excuse him.

I. It is understood and agreed that any grievance settlement arrived at between the Employer and the Union is final and binding upon both of them and, also, cannot be changed by any employee.

COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

DISCHARGE OR DISCIPLINE

(a) Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward in the district of the discharge or discipline.

(b) A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer, if the Steward is then available.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Local President to the Personnel Director within two (2) regularly scheduled working days of the discharge or discipline. The Personnel Director will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than three (3) years previously.

SENIORITY DEFINED

"Seniority" as used in this Agreement shall mean the length of continuous service in the employ of Employer from the

SENIORITY DEFINED CONT'D.

date of last hire. Seniority shall apply unit-wide and by zones in the manner herein set forth. The zones shall be as follows:

- (1) Food service
- (2) Custodial Cleaning and Grounds Crew
- (3) Maintenance, Mechanical Maintenance and Electrical

SENIORITY Probationary Employees.

(a) New employees hired in the bargaining unit shall be considered as probationary employees for the first sixty (60) days of their continuous employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit or occupational group, whichever is in effect, and shall rank for seniority from the sixty (60) days prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. However, no grievance will be entertained for discipline or termination of probationary employees unless it is charged that Employer's action was based upon Union activity.

SENIORITY LISTS

(a) The seniority lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

(b) The Employer will keep the seniority lists up to date at all times and, whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the Union, post corrected seniority lists every ninety (90) days.

(c) Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the College shall give to the Council the names of all employees who have tendered an Authorization for Check-Off of Dues form.

LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- (a) If he quits.

CONT'D LOSS OF SENIORITY

(b) If he is discharged and the discharge is not reversed through the grievance procedure.

(c) If he retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and is reemployed, his seniority including that which he otherwise would have acquired during the period of his disability shall be restored.

(d) If he is absent from his job for four (4) consecutive working days without notifying the Employer unless it is impossible to give such notification. In proper cases, exceptions may be made by the Employer and the Union. After such absence, the Employer shall send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated.

(e) If he does not return to work when recalled from layoff; provided there has been a two (2) week or more notice of the recall date. Exceptions may be made by prior arrangement with Employer; notice of exceptions shall be given to the Steward of the group.

(f) Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as (e) above.

(g) If he is laid off during the term of this Agreement for a continuous period equal to the seniority he had acquired at the time of such layoff or one (1) year, whichever is lesser.

SHIFT PREFERENCE

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

SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards shall in the event of a lack of work layoff be offered work in their district if there is a job in their district which they can fully perform without added training or instruction. The foregoing shall not apply to overtime work or to any new job openings. For the purpose of this and the following paragraph, "district" shall mean the area of jurisdiction of the representative involved.

SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Financial Secretary, Recording Secretary, and Zone Stewards of the Local Union shall in the event of a lack of work layoff only be offered work in their respective districts, provided they are able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at this college. This shall not apply to overtime work or to any new job openings.

Representatives declining available jobs under either of the foregoing paragraphs will be required to wait their normal recall date according to their given seniority date.

SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are offered.

LAYOFFS

(a) When there is a decrease in the work force of the bargaining unit, the following procedure shall be followed: Probationary employees will be laid off in the group to be reduced, provided employees with seniority can do the available work.

(b) Seniority employees in the zone(s) affected will be laid off in reverse order of seniority, provided employees with greater seniority are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs unless he has previously performed the higher rated job and is able to do the work.

In the case of regular seasonal reductions in the Food Service group, employees with the greatest seniority will be permitted to elect a layoff rather than continued employment during the layoff period, provided the remaining employees are able to do the job required.

RECALL PROCEDURE

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

(b) Seniority of an employee who is reemployed from a seniority list in the same zone from which he was laid off from

RECALL PROCEDURE CONT'D.

(b) cont'd. shall be restored to his status as of the date of layoff.

(c) Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report to work within four (4) days from the date of mailing of notice of recall, he shall be considered a quit.

TRANSFERS

(a) If an employee is transferred to a position with Employer which is not included in the bargaining unit and is thereafter transferred again to a position within the same unit, he shall then be credited with total length of service with Employer as his seniority. This shall also be applied to employees who were transferred to such a position prior to certification of the Union.

(b) Employees who are returned to bargaining unit positions under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, provided they are not duplicated with benefits accrued or granted in the nonunit position.

(c) If and when operations or divisions or fractions thereof are transferred outside the Big Rapids area for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Any necessary change in residence will be considered in such cases.

(d) The Employer agrees that in any relocation of work stations outside the immediate Big Rapids area it will discuss the movements with the Union in order to provide for the protection of the seniority of the employees whose jobs are involved.

PROMOTIONS

(a) The Employer will make promotions within each zone available on a seniority basis to its employees in that zone who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration.

(b) Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the work areas of the zone.

(c) Such notice shall remain posted for seven (7) calendar days before the job is filled. Temporary transfers will be used, if necessary, during the posting period.

PROMOTIONS CONT'D.

(d) The Employer will not be obligated to consider a request for promotion from an employee who has not submitted his request for promotion to the Employer on or before the seventh (7th) calendar day the job is posted.

(e) If it should become necessary in making a promotion to bypass a more senior applicant, reasons for denial shall be given in writing to such employee, upon request, with a copy to the Steward of the district.

(f) In the event a posted job opening is not filled in this manner, and before hiring from outside the bargaining unit, the Employer will transfer an employee from another zone who has indicated to the personnel department his desire to transfer and has the ability to perform the work.

(g) The employee who is promoted shall be granted a reasonable trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

(h) During the first thirty (30) days the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be given the employee, upon request, with a copy to the Steward of the district. In the event of disagreement, the matter then may become a proper subject for the grievance procedure.

(i) During the trial period the employee will receive the starting rate of the job. If the transfer is to an equal or higher rated position, the employee's pay will not be reduced as a result of the move.

PERSONAL LEAVE

(a) Leaves of absence up to three (3) months without pay may be granted in cases of need 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 family, 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.

LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

(a) When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, the employee must procure and have available a physician's transcript relative to the case before the employee reports to the doctor selected by Employer for a physical examination.

LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY CONT'D.

(b) The employee who is on personal leave, leave for temporary termination of his work, or leave for sickness or disability will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the payroll department of the College Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance, during this period. All leaves of absence must be approved by the administrative head and cleared through the Personnel Office.

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.

MILITARY LEAVE Extended Service.

Upon application, a military leave of absence (without pay) will be granted to seniority employees. This applies to employees who are inducted through Selective Service or a single voluntary enlistment in lieu of induction, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

MILITARY LEAVE Short Tours of Duty.

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organization, will be allowed the normal fifteen (15) days' leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and pay lost by him for regularly scheduled work during the leave, provided the military pay is less. If the employee takes military leave during his vacation, he will receive his full vacation pay.

LEAVE FOR UNION BUSINESS

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter, provided Employer is given adequate notice and is able to make arrangements for qualified substitute help where necessary.

Upon their return they shall be reemployed in their former job with accumulated seniority.

MATERNITY LEAVE

Any seniority employee may request a maternity leave without pay up to a maximum of eight (8) months, by writing to her department supervisor. The department supervisor will send the regular Request for Leave of Absence forms, with proper signatures, to the Personnel Department at this time.

Application for reinstatement from such leave must be made before the leave expires. The assignment upon return from maternity leave will be dependent upon the jobs available and not restricted to the same unit or the same class level which was held by the employee previous to her maternity leave.

If it is not possible to assign work to the employee immediately upon a return from maternity leave, she will be granted an extended leave for a maximum of three (3) months, during which time the Personnel Department will make a concerted effort to find employment for her. If the employee is not returned to work during this three (3) months period, she will have the right to displace an employee with less seniority in the same classification in the unit she worked at the time her leave of absence was granted. The employee will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time.

The employee must check with the payroll department of the College Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance, during this period.

MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the College from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of the College physician, he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Union the College physician and the employee's physician shall agree upon a third medical doctor to submit a report to Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by Employer and the employee.

UNION BULLETIN BOARD

(a) The Employer will provide bulletin boards in each district which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events.
2. Notices of Union elections

UNION BULLETIN BOARD CONT'D.

3. Notices of results of Union elections.
4. Notices of Union meetings.

LIMIT ON USE OF BULLETIN BOARDS

The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the President of the Local Union will be advised by the Personnel Office 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.

RIGHTS OF EMPLOYER

The Union recognizes that Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and the affairs of the College, except as expressly modified by this Agreement. These reserved rights shall include (by way of illustration only) the determination of policies, operations, work assignments, work schedules, rules of conduct, etc., for the proper and efficient functioning of the College and its work force.

TERM OF AGREEMENT

(a) This Agreement and the terms and conditions hereof shall become effective on the date hereof and shall continue in full force and effect only until July 1, 1968.

For the Union:

For Employer:

/S/ Jack Eilar

/S/ John R. Smith

/S/ Marvin Gregory

/S/ Kenneth F. Gallagher

WORKING HOURS

(a) Shift Differential

Employees who work on the second or third shift shall receive, in addition to their regular pay, seven cents (7¢) per hour and twelve cents (12¢) 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.

(b) Shift Hours

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

(c) Rest Periods

Employees may take two rest periods of not more than fifteen (15) minutes each for each eight (8) hour day of work. Rest periods should be taken at a time scheduled by the shift supervisor. 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.

(d) Wash-Up Time

Employees will be given time prior to punching out to wash up and change uniforms, as the time may be required by the job.

(e) Call-In Pay

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

(f) Time and One-Half

(1) 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 workday.

(2) 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 workweek.

(f) Time and One-Half Cont'd.

(3) Time and one-half the regular straight-time rate will be paid for all time worked on one of the six designated primary holidays in addition to holiday pay.

(g) For the purpose of computing overtime pay under paragraph 2 hereof, a holiday not worked for which an employee receives holiday pay will be counted as a day worked unless it falls on one of his regularly scheduled days off that week.

(h) In no case shall premium pay be paid twice for the same hours worked.

(i) Higher Classification Work

If an employee is temporarily assigned to perform the work of a higher rated classification for a period of four (4) or more hours, he will be compensated at the beginning rate of the classification or ten (10) cents per hour above his current job rate, whichever is greater. Employees temporarily assigned to lower rated tasks will not suffer rate reduction. This provision should not apply to those situations involving the performance of higher rated work which has been included as a part of the regular compensation for the lower rated job (e.g., Cook I doing the work of the Cook II during the temporary absence of the latter.)

WORKDAY AND WORKWEEK

(a) Forty (40) hours shall constitute a normal workweek and eight (8) hours a normal workday. This shall not be construed as a guarantee of hours of work.

EQUALIZATION OF OVERTIME HOURS

(a) Overtime hours shall be divided as equally as possible among employees in a given job classification and on a given shift. An up-to-date record of overtime hours worked will be maintained for employee and Union inspection.

(b) For the purpose of this clause, time not worked because the employee was relieved of an assignment will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum).

(c) Excess overtime hours will be carried over each year and are subject to review at the end of each period.

(d) Employees that have changed districts will be charged with the highest number of overtime hours that exist in the new district on the day of his transfer.

WORKING SUPERVISORS

Supervisory employees will not regularly perform the work which has previously been given exclusively to an hourly rated classification covered by this Agreement; however, it is understood that such work will be performed from time to time in situations involving (by way of illustration only) instruction or training of employees, demonstrations, testing, experimenting, emergencies or unavailability of qualified unit employees.

VACATIONS

(a) Regular, full-time employees covered by this Agreement will be eligible for vacation with pay as follows:

<u>Length of Continuous Service as of July 1st</u>	<u>Vacation</u>
6 Months but less than 1 Year	Prorated portion of 1 Year benefit
1 Year but less than 10 Years	12 Working Days
10 Years but less than 16 Years	15 Working Days
16 Years or More	20 Working Days

Employees who are laid off or on a leave of absence for a period in excess of thirty (30) calendar days during the vacation year will be entitled to a prorated vacation benefit based upon the above schedule.

Employees with less than six (6) months of continuous service on July 1 not entitled to a vacation during the ensuing fiscal year will carry forward into the following year a prorated vacation benefit to be added to vacation credits for that later year.

(b) Any employee with less than one year of service whose employment is terminated automatically waives his right to all accumulated vacation time. Employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that fiscal year.

(c) Vacations will be scheduled by supervision at mutually convenient times, subject to the employee needs of the particular operation. Seniority will be honored in ranking employee requests for particular vacation weeks. All vacations accrued to June 30 must be taken during the following twelve (12) months.

(d) If a holiday for which the employee is entitled to holiday pay falls within an employee's vacation, he will be given an additional day of vacation -- time to be arranged with supervisor.

HOLIDAYS

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be designated as regular holidays.

HOLIDAYS CONT'D.

(a) Each full-time employee not on leave of absence or layoff who is not scheduled to work on any such holidays shall be paid for eight (8) hours at his regular straight-time rate of pay, provided that:

(1) Such employee is and has been on the active payroll of the College at least ten (10) days immediately preceding the holiday involved as a regular, full-time employee.

(2) Such employee works the full schedule of hours or is excused from his scheduled workday immediately preceding and his scheduled workday immediately succeeding the holiday involved.

(b) An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

(c) Whenever one of these holidays falls on Saturday, the holiday will be celebrated on Friday. Whenever one of these holidays falls on Sunday, it will be celebrated on the following Monday.

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

(e) 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.

ADDITIONAL HOLIDAYS

All regular, full-time employees will receive the first working day either before or after (to be designated by Employer) Christmas Day and New Year's Day as additional holidays.

Employees required to work on one or more of these additional holidays will be paid regular straight-time rate for the day and will receive an additional day off with pay during the week preceding or following the holiday or will be paid at straight-time rates for an additional day in lieu of the holiday, the time to be arranged with his supervisor.

GROUP INSURANCE

Employer agrees to maintain for the duration of this Agreement programs of hospital-medical and life group insurance with the benefits and other policy conditions presently established.

Employer's liability shall be limited to the prompt payment of premiums required (entire cost - single subscriber). Employees shall be responsible for making proper applications for coverage and for premiums on dependent coverage.

RETIREMENT

The parties recognize the coverage of unit employees under the Michigan Public School Employees Retirement Fund, provided by State law.

UNION EDUCATIONAL LEAVE

Leaves of absence (with pay) will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed five (5) employees and the number of working days will not exceed four (4) for each employee in any one (1) calendar year beginning January 1, 1967.

The parties agree that granting leaves will be dependent upon adequate notice to Employer to enable it to find replacement help where necessary. The Union further agrees that Employer need not relieve more than two (2) employees from any one job classification at the same time. Employer reserves the right to designate key workdays which will not be used for education leave purposes due to pressing need for personnel at the College.

FEE REFUND

Full-time employees with a minimum of one year of service who take college credit courses at Ferris State College shall receive a refund of their regular fees payment, provided they meet the conditions set forth below. This refund applies only to the regular fees charged all students for enrollment for a specific number of term hours. All other special or incidental fees such as music fee, special course fee, parking, etc., are not refundable.

To be eligible for a fee refund the employee must:

(a) Prepare and submit the information required on the application form prescribed.

(b) Arrange his courses during hours he is not scheduled to be working for Employer.

(c) Take not more than two (2) courses or six (6) term hours of credit in a single term.

(d) Complete the course and earn a grade of "C" or higher.

JURY DUTY

An employee with seniority, who serves on jury duty, will be paid the difference between his pay for jury duty and his regular pay. An employee is expected to report for regular College duty when either temporarily or permanently excused from attendance at court.

FUNERAL LEAVE

An employee who is absent from work due to the death of a member of his immediate family shall be entitled to a paid funeral leave of not to exceed three (3) regularly scheduled days ending with the day of the funeral. Pay shall be at straight time hourly rates for the hours lost due to the leave. For this purpose, "immediate family" shall be defined as spouse, child, parent, sister, brother, or parent of spouse.

UNIFORMS

Employer will continue its practice of supplying uniforms and equipment where required, subject to established rules regarding issue, maintenance and returns.

SICK LEAVE

I. Sick Leave Credit

All regular full-time employees covered by this Agreement will accumulate sick leave credits equivalent to one (1) workday per full calendar month of active employment, with a maximum accumulation of two hundred (200) working days.

II. Use of Sick Leave Credit

(a) All regular full-time or regular part-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the College. Any utilization of sick leave allowance by an employee must have the approval of the appointing authority or designated supervisor.

(b) All absences of employees due to illness or injury (non-compensable) will be debited against the employee's record regardless of whether or not his department absorbs his work or the institution provides a substitute. An employee will be considered absent if he fails to appear for his regularly scheduled duties for one-half day or more because of illness or injury, and his sick leave credit will be debited for the time he is absent from work.

(c) Each employee, desiring consideration for sick leave benefits, may be required to file with the Personnel Office either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.

(d) Whenever an employee has used up all of his sick leave credit, he will be removed from the payroll until he reports back to duty.

(e) An employee who separates from the school service because of permanent disability shall be paid for all accumulative sick leave. Such compensation will be made at the employee's current rate of pay.

(f) In case of the death of an employee (regardless of age or length of service at Ferris State College), payment of accumulative sick leave up to one hundred (100) days with a maximum of \$2500 shall be made to the beneficiary designated by the employee or his estate. Such compensation will be made at the employee's current rate of pay.

(g) An employee who, during the term of this Agreement, separates from the school service due to age retirement under the Michigan Public School Employees Retirement Act shall be paid fifty per cent (50%) of accumulated sick leave up to a maximum of one hundred (100) days or \$2500, whichever is lesser. Such compensation will be made at the employee's rate of pay at time of retirement.

(h) An employee who is required to be absent from work due to the serious illness of a spouse or child of the employee shall be entitled to use up to one (1) full day of accumulated sick leave for this purpose. Extensions may be made in proper cases. Paragraph (c) hereof shall apply.

III. Records and Reports

(a) The Personnel Office shall maintain a sick leave record on all employees. The record shall be credited with earned sick leave credit each monthly payroll period and debited periodically as sick leave benefits are used.

(b) Employees must notify immediate supervisor, at the earliest opportunity, when they will be off work because of illness. The immediate supervisor is charged with the responsibility of reporting to the Personnel Office of the College on each payroll report all absences in his department which are chargeable against sick leave credit. This will be the original record from which the Personnel Office will secure the information for the permanent record. In addition, each Department or Division Head shall report verbally to the Personnel Office all absences in his department for that day.