

June 30th, 1974

AN
AGREEMENT
BETWEEN
FERRIS STATE COLLEGE
An Affirmative Action Employer

And

AFSCME, AFL-CIO
COUNCIL 7
LOCAL UNION NO. 1609

Ferris State College

October 1972
LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

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THIS AGREEMENT entered into the 12th day of October, 1972, by and between the BOARD OF CONTROL OF FERRIS STATE COLLEGE (hereinafter referred to as the "Employer") and LOCAL UNION 1609 and MICHIGAN STATE EMPLOYEES UNION, COUNCIL 7 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE AND INTENT

Section 1. The general purpose of the 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.

Accordingly, the officials representing the Employer and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Such meetings shall be conducted as a Special Conference in accordance with Article X, Section 1.

ARTICLE II RECOGNITION

Section 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 bargaining 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:

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

ARTICLE III DEFINITION OF TERMS

Section 1. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean a regular employee or regular employees within the Bargaining Unit represented by the Union, except for temporary and part-time employees who are excluded from the Bargaining Unit.

Section 2. The term "temporary employee" as used in this Agreement shall mean an employee whose employment is limited in duration and is established for a specific purpose.

Section 3. The term "part-time employee" shall mean an employee, either regular or temporary, who is normally scheduled to work not more than twenty-four (24) hours per calendar week.

Section 4. The term "regular employee" shall mean an employee who fills an established position and who is not a temporary replacement.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. The Union recognizes that the 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 and regulations, for the proper and efficient functioning of the College and its work force.

Section 2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 3. Subcontracting. Except as it has done in the past, the Employer represents that it has no present intent to subcontract to others any work now performed by bargaining unit employees. If in the future the Employer wishes to subcontract work presently performed by bargaining unit employees, the Employer shall notify the Union of the proposed course of action and if requested, negotiate thereon. If the matter is not resolved to the satisfaction of the Union, the Union may use the procedures of the Michigan Public Employment Relations Act.

ARTICLE V OTHER AGREEMENTS

Section 1. There are no verbal or written understandings or agreements which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

Section 2. 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.

ARTICLE VI
AID TO OTHER UNIONS

Section 1. 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.

ARTICLE VII
UNION SECURITY

Section 1. **Requirements of Union Membership.** To the extent that the laws of the State of Michigan permit, it is agreed that employees covered by the Agreement shall either become Union members as described in subparagraph (1) below or shall pay an agency fee to the Union as described in subparagraph (2) below.

(1) Employees who choose to become Union members shall as a condition of employment, beginning on the 60th day from their date of hire or within 60 days from the effective date of this amendment, whichever is later, be required to pay the Union for the duration of the Agreement, the uniform dues, initiation fees, and assessments hereafter levied by the Union of all members.

(2) Any employee who chooses not to become a member of the Union shall, as a condition of employment, within sixty (60) days from his date of hire, or within sixty (60) days of the effective date of this amendment, whichever is later, be required to pay to the Union a representation fee to be established by the Union in accordance with applicable law and certified to the College by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues and for each month thereafter, in an amount equal to the regular and usual monthly dues.

Section 2. The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of the adoption of the foregoing agency shop provision, or that shall arise out of or by reason of any action that shall be taken by the College for the purpose of complying with the foregoing agency shop

provision or in reliance on any notice or assessment which shall have been furnished to the College under the foregoing provision.

ARTICLE VIII UNION DUES AND INITIATION FEES

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. Delivery of Executed Authorization of Check-off Form. A properly executed copy of such 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 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.

Section 5. 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.

Section 6. 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 membership dues are to be deducted.

Section 7. 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.

Section 8. 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 for dues forms, but for whom no deductions have been made.

Section 9. Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE IX

UNION REPRESENTATION

Section 1. 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.

Section 2. In each district employees shall be represented by one (1) 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.

Section 3. 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 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.

Section 4. A Unit Steward may be designated to discuss grievances with designated Employer representatives for each of the following groups:

Food Service

Mechanics

Residence Halls

Buildings and Grounds

A Unit 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.

Section 5. 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.

ARTICLE X SPECIAL CONFERENCES

Section 1. 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 meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and 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 (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

ARTICLE XI GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. 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 Sections 3 and 4 of this Article.

Section 3. Verbal Procedure. An employee shall verbally present a grievance to his immediate supervisor or to the supervisor involved with the grievance. At any discussion between the employee and the supervisor, the Steward will be present if the employee so requests. In the Food Service Department, the Kitchen Manager for the building will act as the Supervisor; in the absence of the Kitchen Manager, the Shift Supervisor will receive and discuss grievances.

Section 4. Written Procedure.

Step 1. A. If the employee has a grievance as above defined, it shall be reduced to writing, state the facts upon which it is based, specify the provision(s) of the agreement the employee thinks have been violated, signed by the employee and presented to the employee's immediate Supervisor within the time limits described in Section 4 of this Article; otherwise the employee will be conclusively presumed to have withdrawn the grievance.

B. If the employee timely presents his grievance, his immediate Supervisor shall sign and date it and give a written answer to it within two (2) regularly scheduled working days after the day on which the grievance was received by the Supervisor. If the answer by the Supervisor is satisfactory to the Union, the Steward shall so indicate in writing on the grievance form and the grievance shall be ended.

Step 2. If the Supervisor's answer in Step 1, denying a grievance, is not satisfactory to the employee, the Unit Steward of the area involved may, within five (5) working days thereafter, present it to the designated Department Head who shall answer it, in writing, on the form, no more than two (2) working 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) working days thereafter, present it to the Director of Residence Halls and Food Service, or the Director of Physical Plant, depending upon the specific work area from which the grievance arose.

The Employer representatives shall call a meeting with the Union not later than ten (10) calendar days after it is presented at this step. The Union shall be represented by the Union President and not more than two representatives of the Local Union. The grievant may also be present. The Employer shall

be represented by the appropriate Director described in the preceding paragraph, the Director of Personnel, and one other representative of the college if it so chooses.

The Employer shall give a written answer to the grievance within seven (7) calendar days after the Step 3 meeting.

Step 4. Board of Appeal. If the Employer's answer is not considered satisfactory by the employee, the Union may within fourteen (14) calendar days thereafter, request in writing a meeting with College representatives to discuss the matter further. The purpose of this meeting is to allow a Council 7 or International Union representative to meet with a representative of the College in an effort to settle the matter.

The Appeal Board shall consist of two representatives of the Employer and one representative of the Local, and one representative of the Council or International Union.

If the Union does not request an Appeal Board meeting, this Step will be waived by the Union. In such a case, the Union's time limits for submission of a case to Arbitration shall be measured from the date of the Employer's Step 3 answer.

The Employer shall give a written answer to the grievance within seven (7) calendar days after the Step 4 meeting.

Section 5. Arbitration. If the grievance disposition given in Step 3 or Step 4 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 the last Step, either Step 3 or Step 4, and this grievance shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step 3 or Step 4, 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 or Step 4, have on file with the Employer's Personnel Director and with the Detroit Regional Office of the 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 the 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.

(7) It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible.

(8) Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

Section 6. Rules of Grievance Processing.

A. It is agreed that any grievance must be reduced to writing and presented to the employee's supervisor in Step 1 of the written procedure no later than two (2) calendar weeks after it might, reasonably, have become known to exist. 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 on

grievances timely filed shall be limited to the amount of wages the employee would have earned from the date of the violation, 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, the 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.

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

ARTICLE XII

DISCHARGE OR DISCIPLINE

Section 1. 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.

Section 2. A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district or another Union representative if the Steward is unavailable, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer.

Section 3. Appeal of Discharge or Discipline. Should the discharge 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 three (3) 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.

Section 4. 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 two (2) years previously.

Section 5. Any employee found to be suspended or discharged without just cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from other employment or unemployment compensation which is not repaid to the M.E.S.C.

ARTICLE XIII

SENIORITY

Section 1. Seniority Defined. "Seniority" as used in this Agreement shall mean the length of continuous service in the employ of the Employer from the date of last hire. Seniority shall apply unit-wide and by zones in the manner herein set forth. The zones shall be as follows:

Food Service

Clerks

Mechanics, Groundsman, Custodian, Housekeeper.

Section 2. 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 the Employer's action was based upon Union activity.

Section 3. 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 such list shall be available to the Union for inspection. Whenever a Steward shall raise a question of seniority, the seniority list will be available for his inspection for the purpose of settling the question. The Employer will give to the Union sufficient copies of a corrected seniority list every six (6) months.

C. Every six (6) months 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.

**ARTICLE XIV
LOSS OF SENIORITY**

Section 1. General Rules. An employee shall lose his seniority for the following reasons:

A. If he quits.

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 re-employed, 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 in accordance with the Recall Procedure.

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.

H. If he is on sick leave of absence for a period of one (1) year or the length of his seniority, whichever is lesser.

**ARTICLE XV
SENIORITY OF UNION OFFICIALS**

Section 1. 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.

Section 2. Seniority of Officers. Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary and Recording Secretary of the Local

Union shall in the event of a lack of work layoff only be offered work in the bargaining unit, 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.

Section 3. Seniority of Unit Stewards. Notwithstanding their position on the seniority list, Unit Stewards shall in the event of a lack of work layoff be offered work in their own district as defined in Article XV, Section 1, (p. 15) 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.

Section 4. Seniority of Negotiating Committee Members. Notwithstanding their position on the seniority list, members of the local Union negotiating committee (while actively engaged in contract negotiations at contract renewal time) shall, in the event of a layoff only, be continued at work as long as there is a job in the bargaining unit for which they have the ability to do the work and shall be recalled to work in the event of a layoff for the first open job for which they have the ability to do the work. The committee shall be limited in size to four (4) members in addition to the President of the Local.

ARTICLE XVI

PROMOTIONS, LAYOFFS, RECALLS, TRANSFERS AND SHIFT PREFERENCE

Section 1. Promotions.

A. The Employer will make promotions within each district available on a seniority basis to its employees in that district who possess the general physical qualifications for the

job as well as the special qualifications and training necessary for the job under consideration. A promotion is defined to mean either a change in job classification or a change in hours of work.

B. Job vacancies will be posted for a period of three (3) working days, Monday through Friday at each time clock used by bargaining unit employees. Information on job postings will include job classification, hours, wages, and location.

C. Such notice shall remain posted for three (3) working days before the job is filled. Temporary transfers will be used, if necessary, during the posting period.

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 third (3rd) working 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.

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 awarded the opening shall be granted a reasonable trial period to determine:

-His ability to perform the job

-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 reason shall be given the employee. 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 classification, the employee's pay will not be reduced as a result of the move.

J. Once an employee is awarded a job that he bids for, he will then be barred from bidding for any other job vacancies that may develop for one (1) year thereafter, unless the maximum rate for the new job is greater than the maximum rate for the job the employee presently holds.

If an employee bids on a job and is unsuccessful in filling that job during the trial period, or if the employee elects to return to his former classification during the trial period, or if the employee makes a downward move (to lesser paying job), he shall not have the right to bid on another job for six (6) months except by mutual agreement between the Employer and the Union.

Section 2. Layoff Procedure. When there is a decrease in the work force of the bargaining unit, the following procedure shall be followed.

A. Probationary employees will be laid off in the group to be reduced, provided employees with seniority can do the available work.

B. The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.

C. Employees laid off from their classification may exercise seniority to displace a junior employee in the same or lower paying classification in their own zone for which the laid off employee has the skill and ability to qualify to do the work with normal supervision but without any additional training. Such employees may exercise seniority to displace a junior employee in any higher paying job classification in their own zone only if said employee has had experience with the College in that higher paying job classification to which he is attempting to exercise bumping privileges.

D. 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 work required.

E. For the purposes of this layoff procedure, job classifications and zones will be as follows:

CLERKS' ZONE

Stockroom Clerk
Inventory Clerk
Receiving Clerk
Mail Clerk

FOOD SERVICE ZONE

Cook II
Baker II
Dish Machine Operator
Cook I
Baker I
Food Service Worker II
Food Service Worker I

MECHANIC, CUSTODIAN, GROUNDSKEEPER, HOUSEKEEPER ZONE

Mechanic
Bus Driver
Groundsman
Custodian
Housekeeper

F. Mechanic classification layoff procedure:

(1) Employees in the Mechanic classification are further grouped into the following maintenance departments: carpenter, electrician, plumber, painter, refrigeration, vending machine, auto mechanic, moving, utility storage and fireman.

(2) It is specifically recognized that the College may add additional departments in the mechanic classification when additional trades are used by the College. A discussion will be held with the Union prior to the addition of any new department, or the deletion of any department.

(3) It is also recognized that all mechanics in all departments are generally skilled in many maintenance areas and that all mechanics are required to do whatever work is asked of them regardless of which specialized mechanic usually performs the work.

(4) When there is a decrease in the work force of the mechanic classification, the following procedure shall be followed:

(a) In the maintenance department which is being reduced, the employee with the least seniority will be laid off first and so on within the department, providing the remaining employees in the department have the skill and ability to do the required work.

(b) Employees laid off from their maintenance department may exercise seniority to displace a junior employee in another maintenance department only if the laid off employee has had experience in the job in which he is attempting to exercise bumping privileges and if he has the skill and ability to qualify to do the work with normal supervision but without any additional training.

(c) Employees laid off from the mechanic classification pursuant to paragraphs (a) and (b) above may exercise seniority pursuant to paragraph C of this Article.

(5) Overtime is distributed for mechanic classification employees pursuant to Article XX, Section 10, page 28.

Section 3. Other Work Assignments. It is agreed that employees at the College may be assigned to other tasks during certain times 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 classification. 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 College to utilize the talents and services of regular, full-time employees during normally slow periods.

This clause is not deemed to supersede the provisions of Section 4, Higher Classification Work.

Section 4. Higher Classification Work. If an employee is temporarily assigned to perform the work of a higher rated classification for a period of one (1) or more hours, he will be compensated at the beginning rate of the classification or fifteen cents (15c) per hour above his current job rate, whichever is greater. 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 Cook II during the regularly scheduled temporary absence of the latter). Employees temporarily assigned to lower rated tasks will not suffer rate reduction. This provision shall not apply to employees who bump to a lower rated job pursuant to the layoff and bumping procedure.

Section 5. Recall Procedure.

A. When the working force is increased, any employees on layoff from the zone affected will be recalled according to

seniority provided he is 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. The Seniority of an employee who is recalled shall be restored 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 twelve (12) days from the date of mailing of notice of recall, he shall be considered a quit. Extension may be granted by the Employer in proper cases.

Section 6. Transfers.

A. If an employee is transferred to a position with the 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 the 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 non-unit 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.

Section 7. 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.

ARTICLE XVII
NEW, CHANGED, OR ELIMINATED JOB
CLASSIFICATIONS

Section 1. The right of the Employer to establish new job classifications, to change the job content of existing job classifications and to eliminate job classifications is recognized. Likewise, the right of the Union to negotiate wage rates for new job classifications and for job classifications in which the content is substantially changed is recognized.

Section 2. In the creation of a new job classification, the College shall discuss its possible inclusion in the bargaining unit with the Union.

Section 3. If the College creates a new job classification or substantially changes the content of an existing job classification; the Union shall have the right to negotiate a wage rate for the new or changed classification. Failing to reach agreement, the matter may be referred to the grievance procedure.

Section 4. If a bargaining unit classification is eliminated or changed to a non-unit classification, the Union will be notified by the Employer in advance of any change and given the opportunity to discuss the situation.

Section 5. Any dispute arising under this Article will be a proper subject for the grievance and arbitration procedure.

ARTICLE XVIII
LEAVES OF ABSENCE

Section 1. **Personal Leave.** 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.

Section 2. Medical Leave of Absence.

A. An employee who shall be injured or who shall become ill, and whose claim of injury of illness is supported by evidence satisfactory to the Employer, shall be granted a medical leave of absence by the Employer for the duration of the disability up to the length of his seniority at the time of such illness or injury, or twelve (12) months, whichever is the lesser.

An employee who is granted a sick leave of absence pursuant to this section must advise the Employer in writing every three months as to his status and when he can be expected to return to work. This information shall be signed by the employee's physician if the Employer so requests.

B. An employee granted a medical leave of absence upon his verbal request, or one made in his behalf, shall, at first reasonable opportunity under the circumstances presented, support such request with an application in writing and with such evidence of his need for leave as the Employer may require.

C. If an employee is on sick leave for more than thirty (30) days, the Employer may require him to furnish a physician's statement that he has adequately recuperated and is able to return to work on his job or a job to which his seniority would entitle him pursuant to Paragraph D.

D. An employee who returns from a medical leave of absence shall have the right to return to his former job classification.

Section 3. Leave of Absence - General. 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 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.

Section 4. 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.

Section 5. 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.

Section 6. Military Leave. Short Tours of Duty. Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or similar military organizations, will be allowed a maximum of fifteen (15) days' leave of absence when ordered to active duty for training or due to temporary civil disturbances. 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.

Section 7. 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 the Employer is given adequate notice and is able to make arrangements for qualified substitute help where necessary.

Upon their return they shall be re-employed in their former job classification with accumulated seniority, provided, however, if a leave for union business is extended beyond two (2) years or the term of office, whichever may be shorter, the employee's seniority will not accumulate during the extended portion of the leave.

Section 8. 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 and the leave shall be granted. This leave shall also apply to adoptive mothers of newborn infants.

Application for reinstatement from such leave must be made before the leave expires.

If it is not possible for the employee to immediately return from maternity leave, she will be granted an extended leave for a maximum of three (3) months. The employee returning from maternity leave 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.

Seniority will continue to accumulate during all such leaves of absence. The employee must check the payroll department of the College Business Office about maintaining the employee group life insurance and hospitalization and surgical insurance, during this period.

Section 9. 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 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 the 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 the Employer and the employee.

Section 10. 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 five (5) for each employee in any one calendar year.

The parties agree that granting leaves will be dependent upon adequate notice to the Employer to enable it to find replacement help where necessary. The Union further agrees

that the Employer need not relieve more than two (2) employees from any one job classification at the same time. The 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.

ARTICLE XIX

Section 1. Student Employees. It is recognized by the Union that, as a matter of policy, the College is committed to providing work opportunities for students who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy. However, it is understood and agreed that student help will not be used to deprive regular employees on the College's payroll of their regularly scheduled work.

Section 2. The College may require bargaining unit employees to work with and direct the work efforts of student employees. This shall not be construed to mean that bargaining unit employees are supervisors of students within the meaning of the Public Employment Relations Act nor will bargaining unit employees be held responsible for the job performance of students.

ARTICLE XX

WORKING HOURS

Section 1. Workday and Workweek. 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.

Section 2. Shift Differential. Employees who work on the second or third shift shall receive, in addition to their regular pay, ten cents (10c) per hour and fifteen cents (15c) 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 work on a shift.

Section 3. 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 about 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.

Section 4. 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.

Section 5. 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.

Section 6. 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 this regular straight-time rate.

An employee who is called in to work prior to his scheduled starting time shall receive time and one-half the regular straight-time rate for all hours worked in advance of his regular shift. Such employees shall also be permitted to work all of their usual hours for that day if they so desire at their regular straight-time hourly rate.

Section 7. 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.

(3) Time and one-half the regular straight time rate will be paid for all time worked on one of the six (6) designated primary holidays in addition to holiday pay.

Section 8. For the purpose of computing overtime pay under Paragraph (2) of Section 7, a holiday not worked for which an employee received holiday pay or an excused sick day for which an employee receives pay will be counted a day worked unless it falls on one of his regularly scheduled days off that week.

Section 9. In no case shall premium pay be paid twice for the same hours worked.

Section 10. 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, except in the mechanic classifications where overtime hours shall be divided as equally as possible among employees in a given department and on a given shift. An up-to-date record of overtime hours worked shall be maintained on a standard form and posted for employee and Union inspection.

B. For the purpose of this clause, time not worked because the employee was relieved of an assignment after refusing the assignment for the overtime as scheduled will be charged the average number of overtime hours of the employees worked during that overtime period (2 hours minimum).

C. Excessive overtime hours will be carried over each year and are subject to review at the beginning of the fall term and at the end of the winter term.

D. Employees who have changed job classifications will be charged with the highest number of overtime hours that exist in the new classification on their shift on the day of his transfer; except in the Mechanic classifications where employees who have changed job classifications will be charged with the highest number of overtime hours that exist in his new department on his shift on the day of the transfer.

**ARTICLE XXI
VACATIONS**

Section 1. Regular, full-time employees covered by this Agreement will be eligible for vacation with pay as follows:

One (1) day per month* or major fraction thereof from the first month of employment through the sixtieth (60th) month of employment;

One and one-fourth (1-1/4) days per month from the beginning of the sixty-first (61st) month through the one hundred twentieth (120th) month;

One and one-half (1-1/2) days per month from the beginning of the one hundred twenty-first (121st) month through the one hundred ninety-second (192nd) month;

One and two-thirds (1-2/3) days per month after the one hundred ninety-third (193rd) month.

*A "month" is defined to mean each 150 hours for which pay is received, i.e., worked hours, sick pay hours, holiday hours, and vacation hours. In no event will a twelve (12) month employee be credited with more than twelve (12) months of employment in any year. Nor will a nine (9) month employee be credited with more than nine (9) months of employment in any nine (9) month school year.

The above formulas will result in the following schedule of vacations:

| Length of Continuous Service | Vacation |
|-------------------------------------|-----------------|
| 1 year through 5 years | 12 working days |
| 6 years through 10 years | 15 working days |
| 11 years through 16 years | 18 working days |
| 17 years or more | 20 working day |

Section 2. 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.

Section 3. Employees may use their accumulated vacation leave after six (6) months of service with the employer.

Section 4. If employment is terminated for any reason after completing six (6) months or more of continuous service, the employee will be paid for all accumulated vacation.

Section 5. 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. Vacations must be taken in the anniversary year following the year it accrues and are not cumulative from year to year.

Section 6. 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.

Section 7. Part-time employees who regularly work at least twenty (20) hours per week shall receive a pro rata vacation benefit in the proportion that their hours worked during a year bears to full-time employment.

Section 8. Employees who are scheduled to work only during the nine-month school year will receive a vacation benefit as described in Section 1 of this Article. Such employees will be credited with one year of continuous service for each nine-month school year worked; provided, however, that no employee shall earn more than one year of continuous service in any twelve-month period.

ARTICLE XXII HOLIDAYS

Section 1. Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be designated as regular holidays.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

Section 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.

Section 7. Additional Holidays. All regular, full-time employees will receive the day following Thanksgiving, the first working day either before or after (to be designated by Employer) Christmas Day and New Year's Day and Good Friday afternoon as additional holidays. The College agrees to meet with the Union prior to any of these additional holidays and to discuss which day shall be considered the holiday for afternoon and night shift employees.

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.

ARTICLE XXIII GROUP INSURANCE

Section 1. The 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.

Section 2. The Employer's liability shall be limited to the prompt payment of premiums required. Employees shall be responsible for making proper application for coverage and for premiums on dependent coverage.

Section 3. The Employer agrees to include a Major Medical Insurance policy in addition to the other insurance already available to bargaining unit employees. This Major Medical policy is presently in effect for other College personnel. For this Major Medical insurance, the Employer shall pay the cost for the single subscriber. Employees shall be responsible for making proper application for coverage and for premiums on dependent coverage.

Section 4. Effective October 1, 1972, the Employer agrees to contribute Eight Dollars and Fifty Cents (\$8.50) per month toward dependent coverage for those employees who carry dependent coverage insurance pursuant to the above. Effective July 1, 1973, the Employer agrees to contribute Thirty Three Dollars (\$33.00) per month toward insurance coverage for an employee who carries dependent coverage (to cover

insurance payment, including Major Medical coverage, for employee and his family). The Employer will pay the full cost of insurance for employees who do not carry dependent coverage provided the insurance payment does not exceed \$33.00 per month.

ARTICLE XXIV RETIREMENT

Section 1. The parties recognize the coverage of Unit employees under the Michigan Public School Employees Retirement Fund, provided by State Law.

ARTICLE XXV FEE REFUND

Section 1. 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 specific number of term hours. All other special or incidental fees such as music fee, special course fee, parking, etc., are not refundable.

Section 2. 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 the 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.

ARTICLE XXVI JURY DUTY

Section 1. 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.

**ARTICLE XXVII
FUNERAL LEAVE**

Section 1. 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, except that the last day of funeral leave may be changed in exceptional cases. 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, step child, parent, sister, brother or parent of spouse. Step parents, step-brothers, and step-sisters shall also be included above if the step-relationship began before the employee reached his 19th birthday. An employee who is absent from work due to the death of an aunt, uncle, grand-parents, or grand-children of the employee shall receive one (1) day of paid funeral leave for the day of the funeral.

**ARTICLE XXVIII
UNIFORMS**

Section 1. The Employer will continue its practice of supplying uniforms and equipment where required, subject to established rules regarding issue, maintenance and returns.

**ARTICLE XXIX
SICK LEAVE**

Section 1. Sick Leave Credit. Each regular full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave per year to be credited at the rate of one-half (1/2) day for each fully completed bi-weekly payroll period with a maximum accrual of two hundred (200) working days.

Section 2. 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.

Section 3. 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 (1/2) day or more because of illness or injury, and his sick leave credit will be debited for the time he is absent from work.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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 Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) 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.

Section 8. 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 percent (50%) of accumulated sick leave up to a maximum of one hundred (100) days or Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), whichever is lesser. Such compensation will be made at the employee's rate of pay at time of retirement.

Section 9. Records and Reports.

A. The payroll 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 their immediate supervisor, at the earliest opportunity, when they will be off work because of illness. All such calls must be made no later than one (1) hour after the beginning of their shift, except that calls after one (1) hour will be given consideration by management in proven extreme emergency situations. The immediate supervisor is charged with the responsibility of reporting to the payroll 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 payroll office will secure the information for the permanent record. In addition, each Department or Division Head shall report verbally to the payroll office all absences in his department for that day.

Section 10. An employee who is required to be absent from work due to 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. Section 4 hereof shall apply.

ARTICLE XXX LONGEVITY PAY

Section 1. All regular, full-time employees within the bargaining unit shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

Section 2. Longevity pay shall be computed as a percentage of the employee's 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 fiscal year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full-time continuous service.

Section 3. After 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 annual longevity payments as provided in the schedule.

Section 4. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.

Section 5. Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

Section 6. Prorated payments on a monthly basis with one-half (1/2) or more of a month being considered as an entire month, shall be made to those employees who retire under the College retirement plan prior to October first 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 prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee for the preceding October first to the date of retirement, separation, or death, and shall be made as soon as practicable thereafter.

Section 7. No longevity payment 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 Six Thousand Dollars (\$6,000.00).

Section 8. Longevity Pay Schedule.

| Continuous Service | Annual Longevity Pay |
|-------------------------------------|-----------------------------|
| After 6 years and through 11 years | 2% of Annual Wage |
| After 12 years and through 16 years | 3% of Annual Wage |
| After 17 years and through 22 years | 4% of Annual Wage |
| After 23 years and through 25 years | 5% of Annual Wage |
| After 26 years of service | 6% of Annual Wage |

Section 9. For the purpose of this article, continuous service shall be broken by: (1) quit; (2) discharge; or (3) retirement. However, employees whose employment is for the academic year only will not suffer a break in continuous service by reason of their employment only during the Employer's academic year provided they return to work immediately at the start of the following academic year.

Section 10. Employees absent from work due to layoff, physical disability or authorized sick leave or leave of absence for a period of more than three (3) consecutive months shall

not be credited with nor continue to accumulate continuous service for any period thereafter, until they are returned to the Employer's active payroll (active pay status).

ARTICLE XXXI WORK BY SUPERVISORS

Section 1. 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.

ARTICLE XXXII MISCELLANEOUS

Section 1. Union Bulletin Boards. The Employer will provide bulletin boards in each district which may be used by the Union for posting notices of the following types:

- notices of Union recreational and social events
- notices of Union elections
- notices of results of Union elections
- notices of Union meetings

Section 2. 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.

Section 3. Non-Discrimination. The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age or sex.

Section 4. Use of Facilities. The College agrees it will make every effort to make College athletic facilities available to Union employees on the same basis that they are available to non-student groups such as faculty and administration. It is recognized that use by students takes priority over all other groups.

Section 5. Savings Clause. If any of the provisions of this Agreement are held to be invalid by any operation of law or by any competent tribunal the Employer and the Union agree to re-enter collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

ARTICLE XXXIII

DURATION OF AGREEMENT

Section 1. This Agreement and the terms and conditions hereof shall become effective on October 12, 1972, except for the wage rates found in Exhibit A which shall be retro-active to July 1, 1972 for all employees still on the seniority list as of the effective date of this Agreement.

Section 2. This Agreement shall continue in full force and effect until June 30, 1974 at midnight.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL UNION 1609 and
MICHIGAN STATE EMPLOYEES UNION,
COUNCIL 7

Manuel Nelson

Donald S. Mitchell
COUNCIL 7

FERRIS STATE COLLEGE

DA Hartford Jr

Frank F. Galloway

EXHIBIT A
FERRIS STATE COLLEGE
SALARY RANGE - BARGAINING UNIT

(Effective July 1, 1972)

| | START | AFTER 90 DAYS | AFTER 6 MTHS. & RATE OF JOB |
|------------------------|--------|------------------|--------------------------------------|
| Food Service Worker I | \$2.45 | \$2.65 | \$2.78 |
| Food Service Worker II | 2.75 | 2.95 | 3.13 |
| Cook I | 2.75 | 2.95 | 3.13 |
| Cook II | 3.05 | 3.25 | 3.43 |
| Baker I | 2.75 | 2.95 | 3.13 |
| Baker II | 3.05 | 3.25 | 3.43 |
| Housekeeper | 2.45 | 2.65 | 2.79 |
| Custodian | 2.85 | 3.00 | 3.21 |
| Groundsman | 2.85 | 3.00 | 3.22 |
| Dish Machine | 2.85 | 3.00 | 3.21 |
| Stock Room Clerk | 3.05 | 3.25 | 3.46 |
| Inventory Clerk | 3.05 | 3.25 | 3.46 |
| Receiving Clerk | 3.05 | 3.25 | 3.46 |
| Mail Clerk | 3.05 | 3.25 | 3.46 |
| Bus Driver | 3.25 | 3.45 | 3.66 |
| Mechanic* | 3.45 | 3.65 | 3.94 |

*All mechanics shall receive a fifteen cent (15c) increase or the rates described above, whichever is greater.

FERRIS STATE COLLEGE
SALARY RANGE - BARGAINING UNIT

(Effective July 1, 1973)

| | START | AFTER 90 DAYS | AFTER 6 MTHS. & RATE OF JOB |
|------------------------|--------|------------------|--------------------------------------|
| Food Service Worker I | \$2.60 | \$2.80 | \$2.93 |
| Food Service Worker II | 2.90 | 3.10 | 3.28 |
| Cook I | 2.90 | 3.10 | 3.28 |
| Cook II | 3.20 | 3.40 | 3.58 |
| Baker I | 2.90 | 3.10 | 3.28 |
| Baker II | 3.20 | 3.40 | 3.58 |
| Housekeeper | 2.60 | 2.80 | 2.94 |
| Custodian | 3.00 | 3.15 | 3.36 |
| Groundsman | 3.00 | 3.15 | 3.37 |
| Dish Machine | 3.00 | 3.15 | 3.36 |
| Stock Room Clerk | 3.20 | 3.40 | 3.61 |
| Inventory Clerk | 3.20 | 3.40 | 3.61 |
| Receiving Clerk | 3.20 | 3.40 | 3.61 |
| Mail Clerk | 3.20 | 3.40 | 3.61 |
| Bus Driver | 3.40 | 3.60 | 3.81 |
| Mechanic* | 3.70 | 3.90 | 4.19 |

*All mechanics shall receive a ten cent (10c) increase or the rates described above, whichever is greater.

MEMORANDUM OF UNDERSTANDING

This confirms our agreement that:

So much of Paragraph A, Section 1 Promotions, Page 16, which reads "The Employer will make promotions within each district" is changed to read "The Employer will make promotions within each zone".

So much of Section 3, page 16, Seniority of Unit Stewards which reads "Notwithstanding their position on the seniority list, Unit Stewards shall in the event of a lack of work layoff be offered work in their own districts . . ." is changed to read "Notwithstanding their position on the seniority list, Unit Stewards shall in the event of a layoff be offered work in their own zone . . .".

Executed on October 12, 1972

For Local 1609

/S/ Manuel Nelson
President, Local 1609

For Ferris State College

/S/ Kenneth F. Gallagher
Director Personnel

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