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AN  
AGREEMENT  
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FERRIS

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

STATE

Michigan State University

COLLEGE

an affirmative action employer

and

THE



OFFICE

CLERICAL

1974 - 1976

TECHNICAL

ASSOCIATION

*Ferris State College*

*Ferris State College  
Big Rapids, Mich. 49307*

## **AGREEMENT**

This Agreement is made at Big Rapids, Michigan, this 17th day of August, 1972, by and between the Board of Control, Ferris State College, hereinafter referred to as the College, and the Ferris State College Clerical and Technical Association, hereinafter referred to as the Association.

Certain provisions of this Agreement, identified as amended changes, have been agreed to by and between the parties first mentioned, on the 11th day of September, 1974 and have full force and effect from that date.

### **ARTICLE I RECOGNITION**

Section 1.1 The College recognizes the Association as the exclusive representative for collective bargaining with respect to their rates of pay, wages and salaries, hours of employment, and other conditions of employment, for the employees in the Clerical and Technical Association as hereinafter defined.

### **ARTICLE II THE BARGAINING UNIT**

Section 2.1 Pursuant to and in accordance with the consent election (Case No. R71-1-370) held at Ferris State College, November 1, 1971, under the direction of the Michigan Employment Relations Commission, the office bargaining unit is defined as all office clerical and technical employees, including receptionists and switchboard operators, but excluding confidential secretaries (Secretary to the Board of Control, Secretary and Stenographer to the President, Secretaries to the members of the President's Cabinet, Secretary to the Director of Personnel), professional employees (Library Assistants, System Analysts, Programmers, Office Clerical Supervisors, and Administrative Aides), and students on the student payroll.

This Agreement shall not be interpreted to preclude the creation of new job classifications or changes in existing job classifications in accordance with the needs of the College.

### ARTICLE III NO DISCRIMINATION

**Section 3.1** The Association recognizes that the College has and is entitled to exercise the right of discipline. The College agrees that a claimed abuse of its right to discipline its employees is a proper subject for a grievance hereunder. The College further agrees that there shall be no discrimination in any way against any of its employees for holding membership or for activity in the Association.

### ARTICLE IV MANAGEMENT'S RIGHTS

**Section 4.1** Nothing in this Agreement shall be determined to limit or curtail the College in any way in the exercise of its rights, powers, and authority which the College had prior to November 1, 1971, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers, and authority. The Association recognizes that the College's rights, powers and authority include, but are not limited to, the right to manage the College, to determine the amount of supervision required, to direct, select, promote, decrease and increase the work force, the right to make all plans and decisions on all matters involving the administration of the College, and the right to introduce new and improved methods and facilities, and to change existing methods and facilities, to maintain discipline and efficiency of employees, determine the qualification of employees, and regulate quality and quantity of work. The Association reserves the right to grieve when action taken by the College under this paragraph is contrary to the purpose of this Agreement or to a limitation of such College rights contained in this Agreement.

**Section 4.2** The Association agrees to cooperate with the College at all times in maintaining discipline and increasing efficiency and productivity.

**Section 4.3** The College shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time determine best for the purpose of maintaining order, safety, and/or effective operations, and put such into effect after advanced notice to the Association and employees. Any complaint relative to the reasonableness

or the application of any rule established after the date hereof may be considered as a grievance and subject to the grievance provision contained in this Agreement.

## ARTICLE V

### ASSOCIATION SECURITY

(This article is amended by Agreement of the Parties on September 11, 1974 and is changed to read:)

Section 5.1 Those employees in the Office Clerical Technical Association Bargaining Unit who were not members of the Association on August 17, 1972 and who, subsequent to that date, have not joined the Association need not now join the Association.

Section 5.2 All employees covered by this Agreement who are members of the Association on August 17, 1972 must maintain membership in good standing in the Association, subject to the limitations of any State or Federal law, as a condition of employment.

Section 5.3 All employees covered by this Agreement who had not completed their probationary period on August 17, 1972 and who have not joined the Association and all employees covered by this Agreement who were hired on or after August 17, 1972 shall, not later than October 1, 1974, either join the Association as described in sub-paragraph, Section 5.3.1 below or pay a representative fee to the Association as described in sub-paragraph, Section 5.3.2 below.

Section 5.3.1 Employees identified in Section 5.3 above who choose to become a member of the Association not later than October 1, 1974 shall, as a condition of employment, be required to pay the Association for the duration of the Agreement, the uniform dues, and assessments hereafter levied by the Association of all members. There will be no retroactive dues required.

Section 5.3.2 Employees identified in Section 5.3 above who choose not to become a member of the Association not later than October 1, 1974, shall, as a condition of employment, be required to pay to the Association a representative fee. Such representative fee shall be in an amount equal to the Association's regular and usual monthly dues. There will be no retroactive dues required.

Section 5.4 Those employees covered by this Agreement who have not completed their probationary period as of September 11, 1974, shall, as a condition of continued employment, join the Association and pay dues no later than 61 days after hire.

Section 5.5 All employees covered by this Agreement hired on or after September 11, 1974 shall, as a condition of employment, join the Association and pay dues no later than 61 days from the date of hire.

Section 5.6 All employees transferred into the Office Clerical Technical Association Bargaining Unit shall join the Association and pay dues not later than the 61st day after such transfer. This is a condition of continued employment.

## **ARTICLE VI DUES CHECKOFF**

Section 6.1 Upon receipt of proper voluntary authorization from the employee, the College will deduct from the pay of each employee in the bargaining unit the regular bi-weekly dues of the employee and other assessments, if any. The bi-weekly dues and other assessments, if any, shall be deducted from the first paycheck issued after receipt of the authorization card, and the amount so deducted, together with a list showing the name of each employee from whose pay deductions have been made, and the amount deducted, shall be paid over and delivered to the Treasurer of the Ferris State College Clerical and Technical Association on, or before, the end of the same month in which the deductions are made.

Section 6.2 The College shall be held harmless and shall not be liable to the Association or its members for any dues or other assessments, if any, once remitted to the Association and shall not be liable if such sums are lost, or otherwise unaccounted for by the Association.

## **ARTICLE VII WRITTEN AGREEMENTS**

Section 7.1 There are no understandings or agreements on past practices which are binding on either the College or Association other than the written agreements set forth or referred to in this Agreement. No further agreement shall be binding on either the College or the Association until it

has been reduced to writing and signed by the designated representative of the College and the Association.

Section 7.2 The College does not, nor does it intend, nor does the Association intend to require the College, to violate any government statute, regulation, or directive.

## ARTICLE VIII COLLEGE-ASSOCIATION SPECIAL CONFERENCES

Section 8.1 Special conferences between the College and the Negotiating Committee of the Association may be called either by the College or the Association's Committee at mutually convenient times to discuss and settle questions pertaining to employee-relations arising under this Agreement.

Section 8.2 The College agrees that, unless prevented by circumstances beyond its control, the Negotiation Committee shall have sufficient time to study any position to be taken by the College and to consult with the employees involved on any matter in controversy under this Agreement before the Negotiating Committee shall be expected to make a final statement of the Association's position on any such matter.

Section 8.3 The College agrees to negotiate with the accredited representatives of the Association, who shall be chosen by the Association, for the settlement of any dispute or grievance arising under this Agreement during the life of the Agreement. The Association shall notify the College in writing of the names of such representatives.

## ARTICLE IX ASSOCIATION REPRESENTATION

Section 9.1 The College recognizes that the employees are entitled to be represented by a bargaining committee of not more than five (5) employees covered by this Agreement, one of whom shall be the President of the Association; and the members of the Association do hereby designate this committee as the agent or representative of the Association for negotiation purposes.

Section 9.2 The Association shall choose from its members an area representative, with alternate, to handle complaints, disputes or grievances that may arise in their respective areas.

Section 9.3 The jurisdiction of the area representative, according to area, including the possible regrouping of areas for seniority purposes, shall be subject to further negotiations on request of either the College or the Association.

Section 9.4 Members of the negotiating committee and area representatives, or alternates, shall not leave their work area for the purpose of performing their duties as members of the negotiating committee or as area representatives, or alternates, under this Agreement without first obtaining the permission of their supervisor.

Section 9.5 The Association is to notify the Director of Personnel, acting as the College's representative, in writing of the names of these employees.

#### ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1 It is the intent of the College and the Association that all employees be fairly treated. Every effort shall be made by both parties to adjust, with the least possible delay, any and all disputes which may arise under the grievance procedure.

Section 10.2 Any grievance or dispute which may arise as to the interpretation or claimed violation of this Agreement shall be presented for adjustment in the following manner promptly after the occurrence of the events giving rise to the grievance, but in no event later than ten (10) working days thereafter, except that this provision shall not apply to pay shortages where no question of rate is involved.

Section 10.2.1 **Step One.** Any grievance arising in a department shall be presented orally to the department head by the employee involved with or without his area representative, as the employee desires. In this step, the grievance shall be fully and thoroughly discussed by the parties, who agree to make every effort to settle the grievance in this step. They shall have two (2) working days in which to do so unless they mutually agree that more time is necessary.

**Section 10.2.2 Step Two.** If no settlement is arrived at through the oral presentation provided in 10.2.1 above, the grievance shall be reduced to writing by the employee on triplicate grievance forms furnished by the College, and the College's copy shall thereupon be presented to the Dean, Director, or Senior Supervisor of the area concerned. Not later than the third (3) working day from the written presentation of the grievance, the employee involved, with or without the area representative, shall meet with the Dean, Director, or Senior Supervisor for the purpose of attempting to adjust the written grievance. At the conclusion of the meeting, the Dean, Director, or Senior Supervisor shall record on the triplicate grievance forms the date of the meeting, those present, and his disposition of the grievance. He shall have two (2) working days in which to do so, unless the parties mutually agree that more time is necessary. If the answer by the Dean, Director, or Senior Supervisor is satisfactory, the employee or the area representative will so indicate on the grievance form and the grievance shall be ended. Thereafter, the Dean, Director, or Senior Supervisor will return to the employee one copy of the grievance form and deliver one copy to the Director, Personnel or his designated substitute, and will retain one copy. The employee shall deliver his copy of the grievance form to the President of the Association.

**Section 10.2.3 Step Three.** If no settlement is arrived at in Step Two, the President of the Association, or in his absence a designated substitute, together with another member of the negotiating committee if the President of the Association or substitute so desires, may upon request meet with the Director, Personnel or in his absence his designated substitute, and endeavor to adjust the matter. If the grievance is of emergency nature, the meeting shall be held promptly. If the grievance is not of an emergency nature, the meeting shall be held within four (4) working days. At the conclusion of the meeting, the Director, Personnel, or his designated substitute, shall record on the duplicate grievance forms his disposition of the grievance. He shall have one (1) working day in which to do so, unless the parties mutually agree that more time is necessary. The representatives of the College and the Association shall thereafter retain their respective copies of the grievance forms.



**Section 10.2.4A** 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.

**Section 10.2.5 Step Four and General Grievances.** General grievances initiated by the President or area representative of the Association involving the application and interpretation of claimed violations of this Agreement and grievances not adjusted with the Director, Personnel or his designated substitute, after presentation in Step Three, shall be presented at a meeting of the negotiating committee of the Association and a fully authorized representative, or representatives, of top management of the College. Such a meeting shall be held within five (5) working days of the request therefor, in the case of a general grievance, or within five (5) working days after the written answer to the grievance has been delivered in Step Three, unless in the case the parties mutually agree that more time is necessary. At the conclusion of the meeting, the authorized representative of top management or of the Association, as the case may be, shall record on the triplicate grievance form the disposition and the Association's answer to the grievance. He shall have three (3) working days in which to do so, unless the parties mutually agree that more time is necessary.

**Section 10.2.6** In the event that any grievance or dispute involving the interpretation or application or claimed violation of this Agreement is not settled under the procedure outlined above, there shall be no lockout or strike; but the Association may, within thirty (30) calendar days thereafter, notify the College's Director, Personnel in writing of its appeal of the grievance to arbitration. Failure of the Association to so appeal to arbitration shall mean that the grievance has been withdrawn by the Association.

**Section 10.2.7** If notice of appeal to arbitration is given under 10.2.6 above, the parties will endeavor to select a mutually satisfactory arbitrator during a ten (10) day calendar period following the date of such notice. If they are unable to do so within such period, they shall submit the grievance to the Michigan Employment Relations Commission for handling under the Voluntary Labor Arbitration Rules.

**Section 10.2.8** The parties agree that the arbitrator of the arbitration shall be subject to the following:

- a. The arbitrator shall be empowered to rule only on those grievances which involve interpretation or application of this Agreement.
- b. He shall not add to, delete from, ignore, or change any of the terms of this Agreement.
- c. If a question of back pay is involved in a grievance arbitration, the arbitrator may not award back pay for a period longer than thirty (30) calendar days prior to the date of submission of the grievance to the College in writing in Step Two. Back pay shall be limited to the amount of the wages the employee would have earned, less any amount received by him for other employment or Unemployment Compensation which is not repaid to the Michigan Employment Security Commission.
- d. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case, if possible.
- e. 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.
- f. The arbitrator shall be powered by and function in accordance with the Labor Arbitration Rules of the American Arbitration Association.
- g. The Arbitrator's fee and expenses and the fees and expenses of the American Arbitration Association (if it administers the case) shall be borne equally by the College and the Association.

## ARTICLE XI NO STRIKE - NO LOCKOUT

**Section 11.1** The Association recognizes that the College has contracts with other labor organizations and under law must engage in negotiations with such labor organizations. Accordingly, during the life of this Agreement, the Association for itself and its members, individually and collectively, agrees not to cause nor to take part in any slowdown, sitdown, or any curtailment, restriction, or interference with the operation of the College.

**Section 11.2** The Association for itself and its members, individually and collectively, agrees not to cause nor to take part in any strike or stoppage of work nor to engage in any picketing of the College during the life of this Agreement and the College agrees not to lock out any employee who is a member of the Clerical Technical bargaining unit.

**Section 11.3** Nothing in this section shall preclude any right which the College has to take whatever disciplinary action it deems appropriate including discharge against any employee who participates in any activity listed in 11.1 and 11.2 of this section. Action taken by the College under this section is subject to the grievance procedure.

## **ARTICLE XII HOURS OF WORK**

**Section 12.1** The payroll week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight on the following Saturday. The basic workweek shall consist of five (5) consecutive eight-hour days, Monday through Friday, except for employees on shift or special schedule. Non-paid lunch period shall not be construed as a violation of this paragraph. Normal hours of work shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

**Section 12.2** Time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday or in excess of forty (40) hours in any one workweek. Paid holidays falling on a regular workday, Monday through Friday, and not worked, shall be counted as time worked for overtime purposes in that week. Providing an employee has worked all hours scheduled during the previous Monday through Friday, the time and one-half premium will also be paid for Saturday work. Time and one-half shall also be paid for all hours worked on Sunday.

**Section 12.3** Time and one-half shall be paid for work performed on all full holidays for which holiday pay is provided. The time and one-half provided for hours worked on holidays shall be in addition to the straight time holiday pay provided for herein.

**Section 12.4** The College reserves the right to establish starting and quitting times. The Association will be notified in advance of general changes in College starting and quitting time.

**Section 12.5** Overtime premiums shall not be pyramided for any hours of work.

**Section 12.6** Employees covered by this Agreement will be granted a fifteen (15) minute rest period each day in the morning and a fifteen (15) minute rest period each day in the afternoon. Such periods will be paid for at the employee's regular straight time rate and shall not result in lengthening the workday. The time for rest periods shall be strictly enforced. Employees are also granted an unpaid lunch period of one hour each day except where approved special schedules provide otherwise.

### **ARTICLE XIII SENIORITY**

**Section 13.1** Seniority is defined as length of continuous service with the College as a regular full-time employee since the employee's most recent date of hire. Seniority shall commence after the employee completes the probationary period hereinafter provided for. Seniority shall be applied only as specifically set forth in this Agreement.

**Section 13.2** Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the College shall post a list of the employees covered hereby in seniority according to its records—most senior employee being listed first. It shall be the responsibility of each employee to check such list and to notify the College of any alleged error therein. Disputes as to the correctness of seniority shown on the list so presented shall be subject to the grievance procedure herein, if not amicably resolved.

**Section 13.3** After the initial posting and agreement as to the correctness of the seniority list, the College will from time to time revise the seniority list, but not more than semi-annually.

**Section 13.4** In effecting personnel changes, the College shall be entitled to rely on such seniority list. The College shall incur no liability for erroneous

personnel changes after the provisions of Section 13.2 have been complied with.

**Section 13.5** All employees shall be considered to be on probation and shall have no seniority until they have been employed continuously for sixty (60) calendar days following the first day of work for the College. During this period, the College may lay off or discharge such employees without regard to this Agreement. The College shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period. No employee may bid on another job during his probationary period.

**Section 13.6** Upon an employee's completion of the probationary period, he shall acquire seniority and he shall be placed on the seniority list with a date to coincide with his date of last hire. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by alphabetical order of their surnames.

**Section 13.7** After completing his probationary period, any employee who has been in, or who is later transferred to, a position with the College which is not included in the bargaining unit and is thereafter transferred again to a position within such unit by the College, shall be deemed to retain the seniority accumulated while within the unit and to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. If an employee returns to the bargaining unit at a later time, the employee will be reinstated with his retained and accumulated seniority.

**Section 13.8** Subject to the provisions of applicable Federal or State legislation, the members of the Negotiating Committee of the Association, the President, the Vice President, the Secretary, and the Treasurer shall have, during their respective terms of office, super seniority both College-wide and in their respective departments to be used only in the event of layoffs and not for any other purpose.

**NOTE:** By super seniority is meant that in the event of a layoff from their respective departments during their respective terms of office, the incumbents of the Association named, provided they are qualified for the work then available, shall be the last persons laid

off within the Bargaining Unit from their respective departments. Likewise, provided they are qualified for the work then available within the Bargaining Unit shall be the last persons within the Bargaining Unit laid off from the College. This provision confers no other seniority rights.

#### **ARTICLE XIV CAUSES FOR LOSS OF SENIORITY**

**Section 14.1** An employee shall cease to have seniority and to be on any seniority list if:

**Section 14.1.1** He is laid off for a period of one (1) year or the length of his seniority, whichever is lesser or He is on sick leave of absence for a period of one (1) year or the length of his seniority, whichever is lesser.

**Section 14.1.2** He quit of his own accord.

**Section 14.1.3** He is discharged for just cause.

**Section 14.1.4** He is absent for three (3) consecutive workdays without notification to the College and/or without justifiable reason for his absenteeism.

**Section 14.1.5** He does not report for work within three (3) regular workdays when recalled after a layoff or give a justifiable explanation for not reporting for work within that time or such additional time as may be satisfactory to the College; provided, that if a laid-off employee is notified to return to work and is unable to return to work on account of sickness, certified by the employee's physician, shall not lose his seniority rights if within a period, not to exceed six (6) months from the time he received such notification, but within one (1) year from the date he was laid off, is able to do so, returns to work for the College.

#### **ARTICLE XV REDUCTION IN FORCE**

**Section 15.1** When it becomes necessary to reduce the work force in any department, it shall be done in the following way:

**Section 15.1.1** The necessary number of temporary and probationary employees shall first be laid off, except that unqualified employees shall not, by virtue of this provision, displace qualified employees already on said jobs.

**Section 15.1.2** The next necessary reduction in force in that department shall be accomplished by laying off those employees with least College-wide seniority in the classifications being reduced in that department, except that unqualified employees shall not, by virtue of this provision, displace efficient employees already on said jobs.

**Section 15.1.3** When laid off from his own classification, an employee with College-wide seniority who is qualified to fill a lower rated job in a department other than his own shall be entitled to transfer (bump) to a lower rated job held by an employee with lesser College-wide seniority and to retain such position on the basis of his College-wide seniority.

**Section 15.1.4** An employee shall be considered qualified under the preceding paragraphs of this section provided he has the qualifications set forth in the job description. The job description shall define each job's requirement as to education, experience, initiative and ingenuity, physical demand, and any other element required by that job.

**Section 15.1.5** The foregoing layoff rules are not intended for upgrading purposes.

## **ARTICLE XVI RECALL AFTER REDUCTION IN FORCE**

**Section 16.1** When there is an increase in the work force after a layoff, a laid-off employee will be recalled to a job opening for which he possesses the necessary training and skill and to which no present employee is entitled by virtue of his College-wide seniority. Recall will be accomplished in the inverse order from that in which employees were laid off. This provision is not to be construed as a guarantee that the laid-off employee being recalled will be returned to the same job in the same office from which he was laid off.

## ARTICLE XVII

### JOB POSTINGS, TRANSFERS, AND PROMOTIONS

Section 17.1 The College and the Association subscribe to the principle of upgrading employees within the bargaining unit. When a job vacancy occurs or a new job is created within the bargaining unit, upgrading to, or other movement to, such vacancy shall be accomplished in the following manner.

Section 17.1.1 Such vacancy or job opening will be offered to employees by posting a notice of the opening for three (3) consecutive working days. Any person, providing he has the qualifications necessary, may bid for such opening by filing with the Personnel Office the form provided by the College. The most senior employee in the next lower classification who bids for such opening who presently has the necessary skills and ability to perform the work in question shall be awarded the job. The College retains the right to give written and/or other types of tests to determine if an employee has the skills and ability to perform the work of the open job. If the most senior employee is denied his bid on the basis of any test given by the College, he shall be shown the test results and given written explanation of why his bid was denied.

Section 17.1.2 If the job is not filled in the manner prescribed above, the College may hire qualified new employees. If the College decides to hire a trainee for the position, it agrees to give current employees an opportunity as trainees.

Section 17.1.3 An employee who is accepted under 17.1.1 above will be given a trial period not to exceed thirty (30) calendar days to determine whether he is able to satisfactorily perform the job with proper instructions. It is agreed that no such employee will be given a trial period of less than three (3) working days under this provision.

Section 17.1.4 When an employee's bid is accepted for a new job, his rate shall be his present rate or the starting rate of the new job, whichever is higher, beginning on the day he is transferred to the new job.

Section 17.1.5 Once an employee is awarded a job that he bid for, he will then be barred from bidding for any other job vacancies that may develop



for six (6) months thereafter. Once a new employee is hired for a bargaining unit position, he will then be barred from bidding for any other job vacancies that may develop for six (6) months thereafter. If an employee bids on a job and is unsuccessful in performing that job during the trial period or if the employee elects to return to his former classification during his trial period, he shall not have the right to bid on another job for six (6) months, except by prior agreement by the College.

**Section 17.1.6** Downgrading to a lesser paying job or a lateral bidding (to a job within the same rate as the employee's present job) shall be allowed only for personal hardship reasons and only after prior approval by the Director, Personnel. As the result of a downgrading, the salary paid the downgraded employee will be the maximum salary of the lower classification or the current rate of the employee, whichever is lesser.

**Section 17.2** In consonance with the provisions of Section 17.1 above, the College and the Association agree that when a position outside of the bargaining unit is vacated or created, the College will inform the Association of the new or vacated position to provide members of the Association the opportunity to indicate to the Personnel Office their desire to be considered for the position. The Personnel Office will refer the name of the interested bargaining unit person(s) to the operating official concerned.

## ARTICLE XVIII FUNERAL ATTENDANCE Amended 9-11-74

**Section 18.1** In the event of the death of an employee's child, spouse, mother or father, mother-in-law or father-in-law, brother or half-brother, sister or half-sister, stepchild whom he has raised as his own, stepparent who has raised the employee as his own, the College will compensate the employee for time lost due to funeral attendance. A limit of three days bereavement leave will be paid at his average, actual, hourly earning for regular work during the week in which the death occurs. In addition, one (1) day of travel each way if funeral occurs more than 250 miles from Big Rapids will be allowed. The College may require proof of death.

Section 18.2 The language "average, actual hourly earnings for regular work during the week in which the death occurs" means average, actual hourly earnings for time worked, exclusive of overtime premium pay; in other words, straight-time earnings.

Section 18.3 "Time lost due to funeral attendance" includes the hours for which an employee was scheduled to work on any workday, Monday through Friday, inclusive, or would have been scheduled to work had the death not occurred. It includes Saturday or Sunday only for those employees who are scheduled to work on those days.

Section 18.4 The "limit of three days" for which the College may pay may be any one of the three following alternatives:

- a. The day upon which the funeral occurs together with the calendar day immediately preceding and the calendar day immediately following.
- b. The day upon which the funeral occurs and the two (2) calendar days immediately preceding that day.
- c. The day upon which the funeral occurs and the two (2) calendar days immediately succeeding that day.

Section 18.5 An employee who is absent from work due to the death of an aunt or uncle or grandparent or grandchild of the employee shall receive one (1) day of paid funeral leave for the day of the funeral. In addition one (1) day of travel each way will be allowed if the funeral is held 250 miles from Big Rapids.

Section 18.6 Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family. Time off will be granted only when it is consistent with this purpose.

**ARTICLE XIX  
HOSPITAL AND SURGICAL INSURANCE/  
MASTER MEDICAL - LIFE INSURANCE**

Amended 9-11-74

Section 19.1 The College agrees to pay the following sums of money in the

years designated toward the cost of Blue Cross-Blue Shield or comparable health insurance, as determined by the College, including single subscriber, two person and full family coverage.

Effective:	1974-75	\$32.28
	1975-76	35.28

Section 19.2 Election for coverage by bargaining unit members of the above benefit shall be made according to the standard procedure of the College Office of Personnel.

Section 19.3 In the event a new coverage or different benefits are placed in force, this coverage will automatically be extended to the members of the Association.

## **ARTICLE XX JURY DUTY**

Section 20.1 The College considers jury duty as a civic responsibility. Accordingly in the event an employee is required to perform service as a juror and is thereby required to lose time from his job, the College will pay him for such lost time the difference between his regular weekly earnings for the hours lost and his pay as a juror.

## **ARTICLE XXI LEAVE OF ABSENCE**

Section 21.1 Personal Business - upon written application by an employee in which he states the reason for his request for leave of absence, the College may grant an employee a reasonable leave of absence. It is understood that such employee's seniority accumulates during approved leave of absence and, upon return, an employee will be reinstated to his regular job subject to the seniority provisions of this agreement. Leaves of absence will be in writing and the Supervisor, the Dean and/or Director, and the Vice President for Business Operations must sign a leave of absence form before it is effective. Personal leaves of absence shall not be granted for any period exceeding three (3) calendar months except for good cause shown and by mutual agreement between the College and the Association. Employees will not be granted leaves of absence for the purpose of seeking or accepting employment elsewhere or undertaking self-employment.

**ARTICLE XXII**  
**SICK LEAVE OF ABSENCE**  
Amended 9-11-74

**Section 22.1** One-half day per bi-weekly pay period accrues to each member of the Association as sick leave. The maximum sick leave that can accrue is two hundred (200) days. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to illness, medical examination or treatment, dental examination or treatment, optical examination or treatment. The employee may be required to substantiate the reason for his absence with a statement from the attending physician, dentist, or eye doctor.

Sick leave of up to one (1) full day may be used due to the serious illness of his spouse or child. Extensions may be made in proper cases.

**Section 22.2.1** An employee who shall become ill or has become injured and whose claim of injury or illness is supported by evidence satisfactory to the College shall be granted a sick leave of absence. Such evidence may include a doctor's certificate if requested or required by the College.

**Section 22.2.2** An employee granted sick leave of absence upon his verbal request, or one made in his behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing together with such evidence of his need for leave as the College may request including a doctor's certificate.

**Section 22.2.3** The College may require a doctor's certificate or other satisfactory evidence that an employee has fully recovered and is able to perform all the elements of his job prior to returning such employee to work, or to determine if such employee continues to be ill or disabled for the purpose of continuing a leave of absence.

**Section 22.2.4** An employee on sick leave of absence upon return to work shall be employed on his regular job or one comparable to it provided the above requirements are met. The College shall have five (5) days after an employee reports that he is ready and able to return in which to place the employee back in the working force.

**Section 22.2.5** When an employee has used all of his sick leave credit, he will be removed from the payroll until he reports back to duty.

**Section 22.2.6** An employee who separates from the College service because of permanent disability shall be paid for all accumulated sick leave. Such compensation will be made at the employee's current rate of pay.

**Section 22.2.7** In case of the death of the employee (regardless of length of service at Ferris State College), payment of accumulated sick leave up to 100 days 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 22.2.8** An employee who during the term of the Agreement separates from the College's service due to age and service requirements under the Michigan Public School Employees Retirement Act shall be paid 50% of accumulated sick leave up to a maximum of 100 days. Such compensation will be made at the employee's rate of pay at the time of retirement.

**Section 22.3.1** One (1) personal leave day, chargeable to sick leave will be allowed for 1974-75.

**Section 22.3.2** Two (2) personal leave days, chargeable to sick leave will be allowed for 1975-76.

### **ARTICLE XXIII MILITARY LEAVE OF ABSENCE**

**Section 23.1** It is agreed that the matter of leave of absence for, and reinstatement of, an employee during his period of military service with the Armed Forces of the United States shall be solely governed by the applicable Federal statutes as interpreted by the decisions of the Courts.

### **ARTICLE XXIV MATERNITY LEAVE OF ABSENCE**

**Section 24.1** Upon request the College will grant a maternity leave of absence to any female employee who becomes pregnant. The following procedure is to be used in requesting such leaves.

**Section 24.1.1** When an employee has knowledge of being pregnant, she shall immediately notify the Personnel Office and in any event must do so

within the first three (3) months of pregnancy. The employee will present a certificate from her physician setting forth the physician's estimate of the expected date of delivery and his opinion regarding her ability to continue working up to the time of confinement and advisability of her doing so. A maternity leave may begin at a time determined by the physician and the employee and shall end not later than six (6) weeks following the termination of pregnancy or after a post-partum examination is conducted and certified by the attending physician. During a maternity leave, the employee will use accumulated sick leave first and then accumulated vacation leave and shall retain only the office-wide seniority she had at the start of her leave and only office-wide seniority shall accumulate during the leave. No later than two weeks prior to the examination, the employee must indicate in writing to the Personnel Office that she expects to return to employment upon release by her physician. Failing such notification, the employee shall be considered to have quit.

**ARTICLE XXV  
EFFECT OF FALSIFYING REASON FOR LEAVE OF ABSENCE**

Section 25.1 The College and the Association agree that an employee who gives a false or contrived reason for obtaining a leave of absence is subject to disciplinary action including discharge.

**ARTICLE XXVI  
HOLIDAY PAY**

Section 26.1 Subject to conditions hereinafter set forth, the College agrees to pay its employees eight (8) hours pay at their straight time rate exclusive of overtime premiums for the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and the day following, Christmas Day and the day before or the day following Christmas and New Year's Days (to be designated by the President) and 1/2 day in the afternoon of Good Friday.

**ARTICLE XXVII  
ELIGIBILITY**

Section 27.1 In order to qualify for such holiday pay, each employee must have been employed for ten (10) working days immediately preceding the

holiday; an employee must also work the full number of scheduled work hours on the College's last scheduled working day prior to each such holiday and the full number of hours on the College's first workday after such holiday unless excused by an approved leave of absence. An employee who fails to work the full number of hours on the workday prior to or immediately after the holiday because of a bona fide illness or injury supported by a doctor's certificate, when requested by the College, or because of a death in the employee's family shall receive holiday pay providing that the illness or injury began no more than seven (7) calendar days prior to the holiday or in the case of a death in the family, provided that the death occurred not more than three (3) days before the holiday. The requirement that employees work the day before or the day after the holiday may be waived by the College at its discretion providing that the employee receives written permission from the Personnel Department to be absent prior to the holiday in order to be eligible for holiday pay.

**Section 27.2** When a holiday falls on a Saturday, the Friday before shall be considered as the holiday for the purpose of this provision. When a holiday falls on a Sunday, the Monday immediately following shall be considered as the holiday for this provision.

**Section 27.3** If an employee works on any holiday, he shall receive time and one-half (1-1/2) his regular rate for the number of hours of work plus holiday pay. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay unless he can substantiate, by doctor's certificate, that he was ill.

**Section 27.4** When any of the above described holidays fall within the period of an eligible employee's approved vacation and he is absent from his regularly scheduled workweek because he is on vacation, such employee shall receive pay for such a holiday in accordance with the provisions in this article or the employee may take an additional day of vacation.

## **ARTICLE XXVIII VACATION**

**Section 28.1** The vacation year for vacation purposes is the anniversary date of the employee's current hire date with the College.

**Section 28.2** Regular full-time office clerical technical employees will receive one day of paid vacation for each full month of service according to the following schedule:

<u>Length of Service</u>	<u>Vacation Period</u>
1 year through 3 years	12 days
4 years through 10 years	15 days
11 years through 16 years	18 days
17 years or more	20 days

**Section 28.3** An office technical clerical employee is eligible to take his accumulated vacation days after six (6) months of continuous employment. Vacations must be totally used in the anniversary year following the year it accrues.

**Section 28.4** Vacations are taken at a time mutually agreeable to the College and the employee with the need for the services of the employee at the particular time being paramount. Vacations in different anniversary years may not be scheduled back-to-back without mutual agreement between the College and the Association.

**Section 28.5** Vacation credits are not cumulative from year to year except in most unusual circumstances subject to review and approval by the Vice President for Business Operations.

**Section 28.6** An employee who terminates his services with the College for any reason will be paid for accumulated vacation time, not to exceed that authorized for that year, at his then current rate of pay.

**ARTICLE XXIX  
HEALTH AND SAFETY**

**Section 29.1** The College subscribes to the promotion of good health and safety conditions. The College will continue to make reasonable provisions for the health and safety of its employees at all times during the hours of their employment and will continue to comply with all applicable Federal and State provisions pertaining to such matters.



## **ARTICLE XXX TUITION WAIVER**

**Section 30.1** All regular full-time employees who are otherwise qualified to take college level courses may take such course offerings of Ferris State College, without cost. This applies only to regular fees charged all students for enrollment for a specific number of term hours. All other special or incidental fees such as music fees, special course fees, parking, etc., are the employee's responsibility.

**Section 30.2** To be eligible to enroll in College Courses, an employee must:

- a. Prepare and submit the information requested on the "Request to Enroll in College Courses Offered by Ferris State College" form provided by the College.
- b. Take not more than two courses per quarter. One course may be taken during working hours subject to the approval of the immediate supervisor concerned. Release time will be considered time without pay. However, arrangements should be made with the supervisor for makeup of such time to provide for eight (8) hours of work per workday.
- c. Complete course and return duplicate copy with copy of grade slip for filing in the employee's personnel jacket.

## **ARTICLE XXXI LONGEVITY PAY Amended 9-11-74**

**Section 31.1** All regular full-time employees within the Association in the active service of the College as of July 1, 1972, and any year thereafter shall be entitled to receive longevity pay for length of continuous service with the College according to the following rules and schedule of payment.

**Section 31.1.1** Longevity pay shall be computed as a percentage of the rate of the job for the classification in which the employee is serving. Rate of the job shall be the rate of a classification being paid as of the first regularly scheduled pay period of the fiscal year in which the longevity pay is due. Rate of the job shall not include overtime pay or premium pay. Longevity shall be based on full-time continuous service.

**Section 31.1.2** After completion of five years of continuous full-time service by July 1 of any year and continuing in subsequent years in such service, each employee shall receive annual longevity payments as provided in the schedule.

**Section 31.1.3** To be eligible for longevity payments 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 31.1.4** Payments to employees who become eligible by July 1 of any year shall be due on the first pay day subsequent to December 1.

**Section 31.1.5** Pro-rated payment on a monthly basis (1/2 or more of a month shall be considered as an entire month) shall be made to those employees who retire under the College's retirement plan prior to December 1 of any year thereafter. This also applies to those not under the retirement plan who are 65 years of age at the time of the separation. In case of death, longevity payments shall be made to the dependents. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service granted to an employee from the preceding July 1 to the date of retirement, separation, or death and shall be made as soon as practicable thereafter.

**Section 31.1.6** No longevity payment as shown in the following schedule shall be made for that portion of an employee's classification, the rate of which is in excess of \$7,500.

**Section 31.1.7** Effective July 1, 1975, no longevity payment as shown in the following schedule shall be made for that portion of an employee's classification, the rate of which is in excess of \$8,000.

**Section 31.1.8            LONGEVITY PAY SCHEDULE**

<b>Continuous Service</b>	<b>Longevity Payment</b>
After 5 years through 10 years	2% of rate of the job
After 11 years through 15 years	3% of rate of the job
After 16 through 20 years	4% of rate of the job
After 21 years through 25 years	5% of rate of the job
After 26 years	6% of rate of the job

Section 31.1.9 For the purpose of this article, continuous service shall be broken by (1) quit, (2) discharge, (3) retirement. However, employees whose employment is for the academic year only shall not suffer a break in continuous service by reason of their employment during the College's academic year provided they return to work immediately at the start of the following academic year.

Section 31.1.10 Employees absent from work due to layoff, physical disability, or authorized sick leave or leave of absence for a period of more than three consecutive months shall not be credited with nor continue to accumulate continuous service for any period thereafter until return to the College's active payroll (active pay status).

**ARTICLE XXXII**  
**DURATION AND TERMINATION OF AGREEMENT**  
Amended 9-11-74

Section 32.1 This document expresses the whole agreement between the College and the Association and without change, except as specifically amended as identified herein, shall continue in effect until midnight, June 30, 1976. If neither party gives notice in writing to the other party not more than ninety (90) days nor less than sixty (60) days prior to such expiration date then this agreement, exclusive of the subject of salaries and wages, shall continue in force for another year and similarly for periods of one (1) year each thereafter.

IN WITNESS HEREOF, the parties hereto have extended this Agreement as provided herein to June 30, 1976, and have executed this Agreement on September 11, 1974.

FOR THE ASSOCIATION

/S/ Mara Visners, President  
/S/ Mary F. Armbruster, Vice President  
/S/ Mary Jo Lockerby, Secretary  
/S/ Anna R. Harrison, Treasurer  
/S/ Theresa K. Boyce, Board of Trustees

FOR THE COLLEGE

/S/ G.A. Hartford Jr.  
/S/ Kenneth F. Gallagher  
/S/ Michael W. Gattie  
/S/ A. LaVange Sahlin

**OCTA 1974-75 SALARY**  
**Effective July 1, 1974**

Class	N E W			
	Present Rate	Starting Rate	90 Days	6 Months
Receptionist	\$ 2.50	\$ 2.50	\$ 2.57	\$ 2.65
Clerk Typist	5625	5611	5784	5963
Switchboard Operator	5730	5710	5892	6074
Key punch Operator	5845	5824	6010	6196
Bookstore Clerk	5950	5929	6118	6307
Cashier	5950	5929	6118	6307
Infirmiry Assistant	5950	5929	6118	6307
Library Clerk	5950	5929	6118	6307
Account Clerk, Jr.	6175	6154	6350	6546
Animal & Greenhouse Tech	6175	6154	6350	6546
Departmental Secretary	6175	6154	6350	6546
Lab Supply Clerk	6175	6154	6350	6546
Parking Violations Clerk	6175	6154	6350	6546
Pay Clerk, Jr.	6175	6154	6350	6546
Stenographer	6175	6154	6350	6546
Library Technician	6510	6487	6694	6901
Pay Clerk, Sr.	6835	6817	7028	7245
Account Clerk Sr.	6835	6817	7028	7245
Secretary	6835	6817	7028	7245
Testing Clerk	6835	6817	7028	7245
Typesetter Technician	6835	6817	7028	7245
Vending Operations Clerk	6835	6817	7028	7245
Administrative Account Clerk, Sr.	7940	7900	8158	8416
Administrative Secretary	7940	7900	8158	8416
Computer Operator	9092	9059	9348	9637
Educational Media Technician	9920	9894	10,200	10,515
Instrument Repair	9975	9949	10,257	10,574
Electronic Technician	9975	9949	10,257	10,574
Technician Specialist	9975	9949	10,257	10,574
Electronic Maintenance Tech-AV	10,475	10,448	10,771	11,104
AV Prod. Electronic Tech	11,750	11,760	12,125	12,455

All bargaining unit members except as noted below, will move to the new rate for their classification based upon their time on the job.

All bargaining unit members above the new rate of the job and who have completed five or more years of service are red circled. These employees will receive a longevity payment according to the schedule and will receive an additional \$325 spread over 26.1 pay periods.

All bargaining unit members who were over the rate of the job during 1973-74 and who will receive a small increase to bring them to the new rate of the job for 1974-75 will receive an additional dollar amount spread over 26.1 pay periods at least equal to the amount of increase received by other personnel in the classification. If the employees referred to in this paragraph are otherwise eligible for a longevity payment, they shall receive such longevity payment according to the schedule.

The Receptionist classification will be discontinued by attrition. Each receptionist presently on the rolls is above the rate of the job. Accordingly, each receptionist will have her present 1973-74 rate increased by .15 per hour. Each receptionist presently on the rolls is eligible for longevity payment according to the schedule.

### OCTA 1975-76 SALARY SCHEDULE

Effective July 1, 1975

	Start	90 Days	Rate of Job
Receptionist	\$ 2.60	\$ 2.70	\$ 2.80*
Clerk Typist	5779	5957	6141
Switchboard Operator	5881	6068	6256
Keypunch Operator	5998	6190	6381
Bookstore Clerk	6106	6301	6496
Cashier	6106	6301	6496
Infirmery Assistant	6106	6301	6496
Library Clerk	6106	6301	6496
Account Clerk, Jr.	6338	6540	6742
Animal & Greenhouse Tech	6338	6540	6742

	Start	90 Days	Rate of Job
Departmental Secretary	6338	6540	6742
Lab Supply Clerk	6338	6540	6742
Parking Violations Clerk	6338	6540	6742
Pay Clerk, Jr.	6338	6540	6742
Stenographer	6338	6540	6742
Library Technician	6681	6894	7108
Pay Clerk, Sr.	7021	7238	7462
Account Clerk, Sr.	7021	7238	7462
Secretary	7021	7238	7462
Testing Clerk	7021	7238	7462
Typesetter Technician	7021	7238	7462
Vending Operations Clerk	7021	7238	7462
Adm. Account Clerk, Sr.	8137	8402	8668
Administrative Secretary	8137	8402	8668
Computer Operator	9330	9628	9926
Educational Media Technician	10,190	10,506	10,830
Instrument Repair	10,247	10,564	10,891
Electronic Technician	10,247	10,564	10,891
Technician Specialist	10,247	10,564	10,891
Electronic Maint. Tech-AV	10,761	11,094	11,437
AV Production Electr. Tech	12,085	12,488	12,828

\*Each receptionist presently on the rolls is above the rate of the job. Accordingly, each receptionist will have her 1974-75 rate increased by .15 per hour. Each receptionist presently on the rolls is eligible for longevity payment according to the schedule.

Effective July 1, 1975, the College will pay the employee's contribution to Michigan Public School Employees Retirement System. Presently this contribution is 5% of the gross salary.

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