

Big Rapids
6/30/76

Ferris State College

AGREEMENT

Between

THE BOARD OF CONTROL OF FERRIS STATE COLLEGE

Big Rapids, Michigan

And

THE FERRIS FACULTY ASSOCIATION – MEA-NEA

1973-75



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Shirley M. Young
Director, Contract Management
Ferris State College
Big Rapids, Michigan 49307

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Section 1 - BASIC CONTRACTUAL PROVISIONS

1.1 Agreement and Definitions

This Agreement entered into this 27th day of November, 1973, is between the Board of Control of Ferris State College (hereafter referred to as "Ferris", or the "College" or the "Employer") and the Ferris Faculty Association, an affiliate of the Michigan Association for Higher Education MEA-NEA (hereafter referred to as the "Association").

1.2 Purpose

The general purpose of this Agreement is to set forth agreements reached between Ferris and the Association with respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit described in the Recognition clause below.

1.3 Recognition

In conformity with its responsibility under the laws of the State of Michigan with respect to the collective bargaining rights of the faculty, Ferris does hereby recognize for the term of this Agreement, the Association as the collective bargaining agent for the persons included in the bargaining unit as herein defined:

All full-time Board-appointed Ferris State College teaching faculty (10 or 12 month); librarians; audiovisual consultants; educational counselors; admissions counselors; coordinator of testing; financial aid assistant; director of student activities; rehabilitation counselor; foreign student counselor; veterans counselor; counselor for off-campus housing; assistant placement director; assistant to registrar; and part-time faculty who have been employed for at least one-half of the average load for their department for each of the last three consecutive quarters; excluding deans; associate and assistant deans, administrative assistants or assistants to deans; department heads; head librarian; administrative affairs division personnel; business operations division personnel; registrar; director of admissions, records and registration; associate director of admissions; director of financial aid; director of placement; director of security; director of student development services; college relations and development division personnel; all health center personnel; head residents; and all other college personnel and supervisors.

1.4 Other Agreements

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

1.5 Separability and Precedence

A. If any decision of any Michigan or United States court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected.

B. This Agreement shall supersede any rules, regulations or practices of Ferris which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

1.6 Informal Meetings

The President of Ferris, or his designee, shall meet with representatives of the Association once each academic quarter for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement; such informal meetings shall also be held at other times after a request of either the President of Ferris or the President of the Association for the purpose of maintaining and improving relationships.

1.7 Copies of the Agreement

Copies of the Agreement shall be printed at the expense of Ferris within thirty (30) days after the Agreement is signed and presented to all members of the bargaining unit now employed, hereafter employed, or recommended for employment by Ferris. Ferris will also supply to the Association, free of charge, fifty (50) copies of the Agreement. Additional copies will be provided at cost to the Association.

1.8 Association Membership Dues Deduction

Association members may authorize Ferris, by executing the proper form as provided by Ferris, to make a prorated automatic payroll

deduction on alternate pay periods for association dues. Ferris will have no obligation to deduct or remit the dues payable for the account of any bargaining unit member whose withholding authorization reaches the Payroll Office after the tenth (10th) day of the month. The Association will indemnify Ferris against all liability Ferris may incur by reason of any dues deduction or remittance pursuant to this paragraph.

1.9 Headings

Headings used in the Agreement are for informational purposes only and are not a part of the Agreement.

1.10 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Ferris and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

1.11 Amendment

Should a mutually acceptable amendment to the Agreement be negotiated by the parties it shall be reduced to writing, and submitted to the appropriate ratification procedures of Ferris and the Association. At such time as it has been ratified by both Ferris and the Association, it shall become a part of the Agreement.

Section 2 - RIGHTS OF THE ASSOCIATION

2.1 Rights of Faculty in Association

The College hereby agrees that every member of the bargaining unit shall have the right freely to join and support the Association for the

purpose of engaging in collective bargaining or negotiation. As a duly appointed body exercising power under the laws of the State of Michigan, the College undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by act of laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective negotiations with the College, or his institution of any grievance, complaint or proceeding under this Agreement. The College will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or nonmembership in, or lawful activities on behalf of the Association.

2.2 Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on institution property, provided that this shall not interfere with or interrupt normal institution operations in any manner.

2.3 Meeting Rooms

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes.

2.4 Posting of Association Notices

The Association shall have the right to post notices of its activities and matters of Association concern on a faculty bulletin board, at least one of which shall be provided in each academic building on the campus. The Association may have access to faculty mail boxes for distribution of material, or where access is not feasible, such material will be distributed by the school or department office. Copies of all material to be distributed through the mail boxes shall be submitted to the Vice President for Administrative Affairs prior to distribution.

2.5 No Strike

The Association, its officers, agents, affiliates, members and employees agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort

not to meet classes, boycott, or any act that interferes with the College's operations. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension, and this provision shall not be by way of limitation on Ferris' right to any remedy under law for such violation.

2.6 Agency Shop

Ferris and the Association agree that on or before May 1, 1974, a secret ballot shall be taken of all members of the bargaining unit whether or not they belong to the Association, to determine if an agency shop fee, equivalent to Association dues, shall be required of all bargaining unit members who do not belong to the Association effective July 1, 1974. Prior to the ballot, all faculty members must be advised of the amount of such a fee. If more than fifty (50%) percent of the bargaining unit members vote for an agency shop fee, Ferris agrees to meet with the Association to determine specific procedures and to implement them effective July 1, 1974.

Section 3 - FACULTY RIGHTS

3.1 Just Cause

No faculty member shall be reprimanded, reduced in rank or compensation without just cause; neither shall any tenured faculty member be discharged without just cause.

3.2 Rights of Probationary Faculty

- A. A faculty member may, upon initial employment, be required to serve a probationary period not to exceed five (5) years.
- B. Decisions regarding the employment status of probationary employees rest solely with the College and are not subject to grievance review. However, the College agrees:
 - 1. Notice of nonreappointment will be given according to the following time schedule:
 - a) Employees in their first, second or third year of service will be notified by February 1.
 - b) Employees in their fourth or fifth year of service will be notified by October 1.

2. Decisions will not infringe upon individuals' constitutional rights to free speech, press, or assembly;
3. Decisions will not consider the nature or extent of individuals' participation in the legal activities of the Ferris Faculty Association, as long as they are not in conflict with his professional responsibilities.

3.3 Representation and Professional Conduct

- A. The College may adopt rules and regulations not in conflict with the terms of this Agreement governing conduct of faculty members.
- B. The College and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the education process and reflects favorably upon the College. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of College policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending faculty member.
- C. Disciplinary action shall be defined as any oral warning, written reprimand, probation or suspension.
- D. A faculty member shall be entitled to have present a representative of the Association at any meeting for any disciplinary action which involves probation, or suspension.
- E. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by supervision, the findings and decisions of the Supervisor shall be filed, in writing, in the faculty member's personnel file, and a copy thereof given to the faculty member.

3.4 Access to Personnel Records

Any member of the bargaining unit may examine his post-employment personnel records. The bargaining unit member shall have

access to these records during normal business hours, and may at his option be accompanied by a representative of the Association when he examines them. Upon his request and at his own cost, a bargaining unit member will be provided a copy of such records as he requests.

3.5 Past Practices: Educational Policy

A. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate in discussion and debate in the issues that precede the formation and recommendation of educational policy within the College and its schools. Except as provided in this Agreement, changes or modifications in College or School procedures which affect the rights, privileges, and responsibilities regarding the formation and recommendation of educational policies will be governed by procedures established or prescribed by the College or school by-laws and regulations. To insure timely input on matters of professional concern in the decision making process, Ferris and the Association agree that the Association may establish appropriate faculty forums on significant issues as the need arises.

B. The Association shall be informed of all changes in policies proposed or undertaken by the administration and shall determine what steps must be taken, if any, to bring the issues before the members of the bargaining unit. Moreover, the Association shall have the prerogative of raising for discussion, with faculty and administrators, issues of concern to faculty including the adoption of new educational policies.

C. It is the responsibility of the College to afford the Association adequate and timely notice of proposed changes in and additions to institutional policy, but both parties recognize that sometimes decisions must be made where prior consultation is not possible.

D. Any policy which the Association believes is of significance to the faculty is to be given as wide and open discussion as its potential effect requires. The discussion may take place at the departmental level, the school level and/or the College level.

E. The College, in order to assist in the achievement of this purpose, shall provide adequate communication facilities (use of mails, office machines, and reasonable supplies), suitable and appropriate meeting places and times for the necessary discussion and determination of the Association's position on the issues. The Association may post notices about these discussions on faculty bulletin boards.

F. It is the responsibility of the Association to provide timely response to any issues on which the College requests discussion or consideration.

G. Any discussion areas within this section which are mandatory subjects of bargaining as that term is defined by the Public Employment Relations Act, the Michigan Employment Relations Commission and applicable cases, and which are not resolved to the mutual satisfaction of the Association and the College shall become subjects for negotiation in the next contract.

Section 4 - ADMINISTRATIVE RESPONSIBILITIES

4.1 Administrative Responsibilities

It is the responsibility of Ferris to fulfill the role and mission of the College stated in the Ferris State College Role Statement. In fulfilling its role and mission:

- A. Ferris, on its own behalf, hereby retains and reserves unto itself, without limitation except as herein provided; all power, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- 1) To the management and control of the College and all its properties and facilities;
 - 2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 - 3) To approve and implement courses and programs of instruction and to provide for athletic, recreational and social events for students as it deems necessary;
 - 4) To determine the duties, responsibilities, and assignments of all employees and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by Ferris, the adoption of reasonable policies,

rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 5 - PROMOTIONS AND TRANSFERS

5.1 Study Committee

The Ferris Faculty Association shall designate a committee of its choosing which shall be charged with the responsibility of determining an Association position on promotional policies. The position shall be presented to Ferris for its consideration. Should the position of the Association be rejected by Ferris it shall be a mandatory subject of bargaining for the successor contract.

5.2 1973-74 Promotions

All promotions between rank for the 1973-74 Academic year shall be based on existing policies.

5.3 Change in Bargaining Unit Status

Any individual who is or would have been a member of the bargaining unit and who is or has been appointed to an administrative position, as well as all department heads and the directors that are not included in the bargaining unit as defined, and who subsequently chooses to fill a vacancy within the bargaining unit shall be considered to have all rights and benefits due to him under this contract and to have his original seniority date when he enters that position.

5.4 Transfers

With the consent of Ferris, a bargaining unit member may transfer from one school or department to another without loss of rights, provided he meets all of the necessary qualifications for the position to which he is transferring. Under no circumstances will any faculty member be transferred against his will.

Section 6 - TEACHING CONDITIONS

6.1 Professional Responsibilities

A. Ferris and the Association agree that the primary professional responsibilities of bargaining unit members are teaching, and the provision of counseling, library, and other educational services.

B. Further, Ferris and the Association agree that teaching faculty and other members in the bargaining unit have additional professional responsibilities such as advising students; orientation; registration of students; participation in college committees; keeping regular posted office hours, which are scheduled at times convenient for students; and participation in traditional functions which have unique academic significance. Faculty members shall not be asked to spend an excessive or unfair amount of time on such services.

C. It is also agreed that the nature of Ferris as an educational institution is such that the performance of teaching faculty duties extend beyond classroom responsibilities and cannot be restricted to a fixed amount of time or points in time. Therefore, this Agreement shall not be construed either to require a specific number of hours of service to the College, nor to give any bargaining unit members the right to additional compensation based on the number of hours of service performed, except as elsewhere provided in this Agreement.

6.2 Academic Freedom

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present objectively the various scholarly views related to his subject and avoid presenting totally unrelated material.

C. The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational

officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

6.3 Department Procedures

It is the intent of the Association and of Ferris to support the participation by faculty in open discussion regarding matters of departmental concern. Both parties recognize that sometimes decisions must be made where prior consultation is not practical. Ferris and the Association agree that wherever possible and appropriate faculty views should be solicited about such concerns as:

- A. Course and curricular offerings;
- B. Preparation, appraisal and revision of course, curricular, and departmental objectives;
- C. The scheduling of courses and teaching assignments, including off campus and summer sessions;
- D. The appraisal of new candidates for professional positions;
- E. The utilization of budgetted funds; and
- F. Internal functioning and overall effectiveness of the department.

Section 7 - RETRENCHMENT

7.1 Retrenchment

The Administration shall meet and discuss with the Association any changes, including those involving curriculum and programs, which might lead to a reduction and/or reallocation of bargaining unit members (hereafter referred to as a retrenchment), except as such changes are limited in the procedures outlined below.

- A. A reduction in the required number of faculty in any curriculum area, department, or "seniority group" (as defined below) that may be accomplished through natural attrition (resignation, retirement, etc.) shall not require that the College and the Association meet and discuss such reduction.

- B. When retrenchment becomes necessary and it cannot be accomplished totally by attrition, the Association shall be notified immediately and retrenchment shall be made as circumstances require, provided that the following order among bargaining unit members, by seniority group, shall be utilized:
1. Temporary - part-time
 2. Temporary - full-time
 3. Regular - part-time
 4. Regular - full-time
- C. With respect to the application of Item B above, retrenchment shall be made in inverse order of length of service (seniority) from the most recent date of employment at Ferris State College. Each member of the bargaining unit shall be assigned to a seniority group based on the original position for which employed and/or to which specifically assigned at a later date. The seniority date of each bargaining unit member shall be the actual date the member was scheduled to report for work in a professional position except that a bargaining unit member transferred to another seniority group, excluding transfers that result from administrative reorganization or the abolition of a specific course or curriculum, shall serve a probationary period of two years before having seniority rights in the seniority group to which transferred. During this probationary period, the transferee shall continue to accumulate seniority in the department from which transferred; following termination of the probationary period the transferee shall have full seniority rights in the department to which transferred.
- D. Before dismissing a bargaining unit member due to retrenchment, the College shall make every effort to place him in another suitable position within the College.
- E. Bargaining unit members who are to be dismissed because of retrenchment shall be afforded advance notice of such dismissal based on length of service. A bargaining unit member dismissed after:
1. One, two or three years of service shall be notified by February 1 of the first, second or third year as appropriate.
 2. Four or five years of service shall be notified by October 1 of the fourth or fifth year as appropriate.

3. More than five years of service shall be notified by May 1 of the year preceding the last year of employment.

F. A bargaining unit member who is retrenched after five (5) years of service shall be placed on a preferred rehiring list for three (3) years and shall retain all prior accrued rights up to the date he was placed on that list. A bargaining unit member who is retrenched after less than five (5) years of service shall be placed on the preferred hiring list for two (2) years. No new person will be hired to fill a vacancy at Ferris State College in the seniority group of a retrenched person on the preferred rehiring list unless the vacancy first is offered in writing to all such qualified persons on the list, for recall in reverse order of placement thereon, for a period of thirty (30) calendar days. In the event a person rejects in writing an offered position in accordance with the foregoing or in the event he does not respond in writing within the thirty (30) day period, his name shall be removed from the preferred rehiring list.

G. In the event a bargaining unit member is recalled in accordance with the provisions of Item E, above, he shall receive at least the same rank and salary which he had when he was retrenched. In addition, he shall retain all sick leave accumulations, credits for tenure, and sabbatical leave; furthermore, he shall not be considered a new employee for purposes of fringe benefits provided for in this Agreement.

H. As between any two or more employees who have the same seniority date, seniority shall be determined by the date of issuance of the initial contract.

Section 8 - GRIEVANCES

8.1 Definition - Grievance

A. A grievance is an alleged violation of a specific article or section of this Agreement.

8.2 Definition - Day

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 or is returned by Ferris.

8.3 Flow

- A. The purpose of this article is to provide a prompt and efficient procedure for investigation and resolution of grievances. The review process hereinafter set, therefore, shall be the sole method for the resolution of grievances. All time limits will be adhered to, except where extensions are made by mutual agreement.
- B. 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. A grievance may be initiated by one or more bargaining unit members and the conclusion of the grievance shall be applicable to all grievants.

8.4 The Grievance Procedure
Step 1

Within five (5) working days of the time a grievance might reasonably be known to exist, a member of the bargaining unit shall present in writing and discuss the grievance with his department head or immediate supervisor either with or without a representative of the Association.

The department head or immediate supervisor shall communicate a decision in writing to the grievant as promptly as possible, but not later than five (5) working days after the grievance has been presented to him.

Any settlement, withdrawal or other disposition of a grievance at this step shall not constitute a binding precedent in the disposition of similar grievances.

Step 2

In the event the grievance is not resolved at Step 1, it shall be reduced to writing for presentation to the dean of the school, or where appropriate, the next level supervisor, within five (5) working days after the decision of the department head or immediate supervisor. The written grievance shall be signed by the aggrieved bargaining unit member, and shall state the act or condition and the provisions of this Agreement on which the grievance is based, and the reasons the proposed resolution of the grievance at Step 1 is not satisfactory. The dean or next level supervisor shall meet with the grievant, and if he wishes, with a representative of the Association. The decision at this step shall be written and communicated to all

persons concerned as promptly as possible, but not later than ten (10) working days after receipt of the grievance.

Step 3

In the event the grievance is not resolved at Step 2 it may be submitted to the vice president of the appropriate division within ten (10) working days of receipt of the Step 2 decision. The submission shall include a copy of the original grievance signed by the grievant and the vice president shall meet with the grievant, and if he wishes, with a representative of the Association. The vice president shall communicate his written decision to the grievant and to the president of the Association within ten (10) working days after receipt of such grievance.

Step 4

In the event the grievance is not resolved at Step 3, the decision of the vice president may be taken to Step 4.

Within ten (10) working days after the decision in Step 3, the grievance may be submitted to the Office of the President. This written submission shall include a copy of the initial grievance, the recommended disposition at each preceding level, reason the grievant considers the disposition to be unsatisfactory.

Following this submission, no more than ten (10) working days shall elapse before a meeting is held between a representative of the Association and the Office of the President. The Office of the President shall answer the grievance, in writing, within ten (10) working days from the date of the meeting at which the grievance was discussed.

Step 5

If the Association is not satisfied with the disposition of the grievance by the Office of the President, the grievance may be submitted within two (2) weeks to the American Arbitration Association for a decision using rules and procedures of the AAA, including selection of an arbitrator, from a rotating panel of arbitrators familiar with the academic world submitted by the AAA.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator, within the scope of his authority, shall be binding upon the parties.

The cost of arbitration shall be borne equally by both parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Section 9 - LEAVES OF ABSENCE - PAID

9.1 Sick Leave - Short Term

- A. 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) working 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 College has the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program.
- B. 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.
- C. A bargaining unit member 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.
- D. The College may require a doctor's certificate or other satisfactory evidence that the bargaining unit member 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.

9.2 Sick Leave - Long Term

A bargaining unit member on extended sick leave shall, upon return to work, be employed on his regular job or one comparable to it provided the above requirements are met. A bargaining unit member shall provide reasonable notice to the College when he is ready and able to return to work.

9.3 Sick Leave - Separation

- A. A bargaining unit member who separates from the College service because of permanent disability shall be paid for all accumulated sick leave. Such compensation will be made at his current rate of pay. In the event of death fifty (50%) percent of the cash value of his unused sick leave bank, computed at the bargaining unit member's current rate of pay, will be paid to his estate or beneficiaries.
- B. A bargaining unit member 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 fifty (50%) percent of his accumulated sick leave up to a maximum of one hundred (100) days. Such compensation will be made at his rate of pay at the time of retirement.

9.4 Bereavement Leave

A bargaining unit member shall be granted up to three (3) days bereavement leave for the death of a parent, spouse, child, brother, or sister or any near relative who resides in the same household with the bargaining unit member or any person with whom the bargaining unit member has made his home. The actual three (3) days to be granted shall be such as will accommodate to the reasonable needs of the faculty member involved. 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; but the leave may be extended when circumstances require it.

9.5 Sabbatical Leave

- A. Sabbatical Leave is designed to encourage faculty members to pursue special studies, investigations, and research that will contribute to their professional development and competence and render the recipients more useful to Ferris State College as a teacher, as an investigator, or as an administrator. Sabbatical Leave is an investment in the future of higher education and is granted with primary consideration given to the needs and aims of Ferris State College.

- B. A member of the faculty, including professional service personnel and administrative staff, shall become eligible for Sabbatical Leave after continuous full-time service of a minimum of six (6) regular school years, excluding summers, or after continuous full-time of a minimum of six (6) calendar years; whichever applies to be determined by the conditions of his annual employment agreement. A recipient of a Sabbatical Leave shall become eligible for a subsequent Sabbatical Leave only after fulfilling the above requirements again, with time of service being calculated from the date of his return to his duties at Ferris State College. The duration of a Sabbatical Leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

- C. The period of Sabbatical Leave shall be determined in each instance by the validity of the request of the applicant and the needs and resources of Ferris State College. Sabbatical Leaves may be granted for periods of one, two, three, or four quarters but shall, in no case, exceed the period of time for which the applicant is regularly appointed. Under special circumstances, determined by the needs of the applicant and the interests of Ferris State College, a Sabbatical Leave of two or more non-consecutive quarters may be granted, insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed.

- D. Applications requesting Sabbatical Leave shall be submitted on the official forms of this College designed for this purpose on or before November 1 of the year preceding the academic year in which the leave is being requested. The application form shall, in addition to other pertinent data, contain adequately detailed plans of the scope of the proposed professional activities for the period of Sabbatical Leave. Upon completion of the application form, it shall be submitted to the faculty member's Department Head or Dean, who shall forward it to the proper college administrative authorities. Failure of the Board of Control to act favorably on a request for Sabbatical Leave shall nullify the application for that leave. A new application shall be submitted for a subsequent request.

- E. Compensation to be granted a faculty member during period of Sabbatical Leave shall be dependent upon the circumstances prescribed by each individual application.

- F. If the faculty member does not receive remuneration for services from another institution, organization, or agency, or self earned income for professional services during the leave period, compensation shall be paid at a rate determined by the length of the period of Sabbatical Leave and by the conditions of his employment agreement at Ferris State College covering that period of time. A faculty member shall receive his full quarterly salary during a Sabbatical Leave of one quarter duration. For a leave of two quarters' duration, a faculty member shall receive two-thirds of his regular salary for that period and for leaves of three or four quarters' duration he shall receive one-half his regular salary for that period.
- G. In the event a faculty member is to be engaged in remunerative employment of any kind during the period of time covered by a Sabbatical Leave, the President shall determine the rate of compensation to be paid by Ferris State College, with due consideration given to additional expenses incurred by a faculty member engaged in Sabbatical Leave.
- H. Compensation shall be payable according to the payroll procedures for Ferris State College.
- I. Sabbatical Leave shall be considered as full-time service to Ferris State College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which he would normally be eligible were he not on approved leave.
- J. Sabbatical Leave may be terminated prior to the expiration date only upon mutual agreement between the recipient and Ferris State College.
- K. A recipient of a Sabbatical Leave shall be required, upon returning to Ferris State College, to submit to the President duplicate copies of a written report, of professional quality, outlining his experiences and achievements in keeping with the purposes for which the leave was granted. One copy of this report shall be retained in the faculty member's personnel file; the second copy shall be filed in the Ferris State College Library.

- L. Sabbatical Leave is granted with the expectation that the recipient has an ethical obligation to return to Ferris State College for an extended period of service.
- M. Before the leave is granted the faculty member shall agree in writing that in the event he fails to return to service at the College at the expiration of such leave and render services of a period of at least one (1) year thereafter, he will reimburse Ferris for all sums paid him by Ferris while on leave.

Section 10 - UNPAID LEAVES OF ABSENCE

10.1 General Conditions

Leaves of absence without pay may be granted by Ferris when such leaves are in the best interest of the College and the bargaining unit member. A bargaining unit member granted a leave of absence without pay shall retain his seniority and have reemployment rights at the end of his leave of absence. He will not receive pay for the holidays falling within the leave of absence, nor will he accrue any sick leave time. The bargaining unit member is responsible for contacting the payroll department of the College Business Office if he wishes to maintain at his own expense group life insurance and hospitalization and surgical insurance during this period.

10.2 Professional Growth

A leave of absence for one (1) year may be granted a bargaining unit member when, at the request of the College, or when mutually agreed upon, the employee accepts such leave solely to pursue academic training or such work experience as is adjudged to further the effectiveness of the work of the employee at the College. Such leaves shall be determined administratively. In such instances the bargaining unit member shall be entitled to those rights and benefits under the control of the College, as were he continuously employed.

10.3 Extended Personal Illness

A leave of absence may be granted for reason of personal illness for a period not to exceed one (1) calendar year. The request for an extension of a leave of absence beyond this period of time may be honored upon the recommendation of the bargaining unit member's personal physician and concurred in by a medical examiner of the College's choosing, and shall be for such extended period as recommended by the President of Ferris State College in the interest of the College. The same rights and benefits of the

bargaining unit member, under extended personal illness, shall continue as in the instance of other approved leaves.

10.4 Military Duty

Any bargaining unit member, who has been or may be after this date, called into service with the armed forces of the United States, shall be accorded "leave of absence without pay or compensation" for such period of service and at his election for six (6) months thereafter; and shall be restored to the position he left or a comparable one for at least as many months as there shall have been remaining on his employment agreement at the time of his entry into active service.

10.5 Professional Service

A leave to serve in a professional organization may be granted for one (1) year or less, renewable at the bargaining unit member's option for a second year.

10.6 Public Service

A leave may be granted to a bargaining unit member who is elected or appointed to a political office which requires his absence from duty at the institution for the term of office or period of appointment. Such leave may be extended if he is reelected or reappointed. A leave of absence may also be granted to a bargaining unit member for up to six (6) months for the purpose of campaigning for political office.

10.7 Fulbright or Exchange Teaching

A leave of absence for up to two (2) years may be granted to any bargaining unit member upon application for the purpose of participating in a Fulbright or other educational exchange program in other institutions, states, territories or countries, or educational programs related to his professional responsibilities.

10.8 Leave by Mutual Consent

A leave for personal reasons may be granted by the College to a bargaining unit member upon mutual consent for up to one (1) year.

10.9 Maternity

A. Upon request, Ferris will grant a maternity leave to any pregnant bargaining unit member. Within the first three (3)

months of pregnancy such request must be submitted in writing to her Department Head or Dean or immediate supervisor, and shall include a certificate from her doctor setting forth the physician's estimate of the expected delivery date and her ability to continue working. The maternity leave may begin at a time determined by the physician and the bargaining unit member, and it shall end after a post-partum examination is conducted and certified by her physician.

- B. The maternity leave may last for the period of time that the physician shall state that the bargaining unit member is unable to work, up to a maximum of twelve (12) months. In addition, any bargaining unit member having given birth shall be entitled to leave without pay for up to six (6) months. Professional courtesy would expect the bargaining unit member, if possible, to start her maternity leave before the beginning or after the end of a quarter. Prior to returning from maternity leave, the bargaining unit member shall give reasonable notice to Ferris that she is ready and able to work.

10.10 Leave Extension

A leave of absence without salary may be extended for up to one (1) year following written request by the bargaining unit member to the College. Such request must be made at least four (4) months prior to the scheduled termination of the original leave.

Section 11 - RELATED BENEFITS

11.1 Designated Holidays

- A. All bargaining unit members will receive the following regularly scheduled holidays:
1. New Year's Day
 2. Memorial Day
 3. Good Friday (Afternoon)
 4. Independence Day
 5. Labor Day
 6. Thanksgiving Day
 7. Day Following Thanksgiving Day
 8. Christmas Day
- B. In addition to the above, either the day before or the day after

Christmas and New Year's are designated as holidays, in a manner convenient to the College.

- C. When any holiday falls on Saturday, the preceding Friday will be designated as the holiday; when any holiday falls on Sunday, the following Monday will be designated as the holiday.

11.2 Group Life Insurance

All bargaining unit members receive group term life insurance in the amount of \$15,000. This insurance terminates upon termination of employment with the College.

11.3 Liability Insurance

All bargaining unit members are covered under a \$300,000 single limit policy against personal liability arising out of their performance for the College.

11.4 Medical Insurance

All bargaining unit members are protected by the Blue Cross-Blue Shield Group Insurance plans, or comparable plans, supplemented by a Master Medical Plan which provides up to \$50,000 in benefits. The cost of the premium for the bargaining unit member is paid in full by the College. Optional family riders are available to bargaining unit members at their own expense through payroll deduction, except as provided elsewhere in this Agreement.

Section 12 - SALARY ADJUSTMENTS

12.1 General Provisions

- A. Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.
- B. Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The College may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit.

12.2 1973-74 Increase

The base 1972-73 salary of all bargaining unit members employed at Ferris during 1972-73 and not currently on disciplinary probation, will be increased by \$700 for 1973-74. This increase will be retroactively effective to cover the 1973-74 contract year for each person. If this Agreement is ratified by December 1, 1973, retroactive payments will be available by December 15, 1973.

12.3 1974-75 Increase

All bargaining unit members employed at Ferris During 1973-74 and not on disciplinary probation shall receive a salary increase of \$840 on their base 1973-74 salary effective July 1, 1974, for 12-month contracted employees and the first day of Faculty Week for all 9-month contracted employees.

12.4 Medical Insurance Adjustment

In addition, Ferris 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 Ferris, including two person and full family coverage:

Effective: January 1, 1974	\$27.28 per month
1974-75	\$32.28 per month

Election for coverage by bargaining unit members of the above benefit shall be made according to procedures of the Ferris Personnel Office.

Section 13 - DURATION OF AGREEMENT

13.1 Duration of Agreement

This Agreement will be effective on the date of signing and shall continue in full force and effect until midnight of June 30, 1975.

FERRIS FACULTY ASSOCIATION

By Paul Robert Spagnuolo
President

Member

By Rayl McLaughlin
Negotiating Committee
Member

By Jack E. Jensen
Negotiating Committee
Member

By Don Bunch
Negotiating Committee
Member

FERRIS STATE COLLEGE

By Robert L. Ewigleben
President

By J. William Wenzel
Chairman, Negotiating
Committee

By John Johnson

By Donald H. Butcher

By Paul J. [unclear]

By Stacy [unclear]

Dated this 27th day of

November, 1973

I hereby attest that the above signature of the President is that of Robert L. Ewigleben, President of Ferris State College.

Neva C. Martin
Neva C. Martin, Secretary to the
Board of Control of Ferris State College

November 28, 1973

CORPORATE SEAL

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