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Ferris State University

AGREEMENT

**FSU & CTA, MEA-NEA
1997 - 2002**

Ferris State University

Agreement between the
Board of Trustees
of
Ferris State University
and the
Clerical Technical Association
MEA-NEA

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Board of Trustees
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MEA-NEA

STEP INTO YOUR FUTURE

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AGREEMENT

This AGREEMENT is made in Big Rapids, Michigan, this the 15th day of October, 1997, by and between the Board of Trustees of Ferris State University, hereinafter referred to as the University, and the Clerical Technical Association of Ferris State University, Michigan Education Association (MEA)/National Education Association (NEA), hereinafter referred to as the Association.

Article 1 - RECOGNITION

Section 1.1.

The University recognizes the Association as the exclusive representative for collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment, that are recited herein, for the employees in the clerical technical bargaining unit as hereinafter defined.

Section 1.2.

The University and the Association subscribe to the principles of assisting qualified candidates from minority groups seeking initial employment or advancement at the University.

Representatives of the University and the Association shall meet at their mutual convenience to discuss concerns relative to the principles of affirmative action as set forth in the Board of Trustees policy.

Article 2 - THE BARGAINING UNIT

Section 2.1.

The bargaining unit is defined as:

- A. All office and clerical technical employees.
- B. All telephone operators and testing technicians.
- C. Excluding:
 - 1. Secretaries in the Office of Human Resource Development (hereinafter HRD), and the secretary(s) to each of the following officers: President, Vice Presidents, Assistant Vice Presidents, Associate Vice Presidents and the Assistant to the President, except that the position of secretary for the Assistant Vice President for Student Affairs, presently in the bargaining unit, will remain in the bargaining unit.
 - 2. Supervisors as defined by the Michigan Employment Relations Commission.
 - 3. Students on the student payroll.

4. Assistant to the Controller; Secretary to the General Counsel; Electronic Technician and Technician Specialist are also excluded from the bargaining unit.
 5. Employees historically excluded from the bargaining unit.
- D. Any positions excluded from the bargaining unit by section 2.1.C. may be contested by the Association to the Michigan Employment Relations Commission as having been improperly excluded pursuant to Michigan Law.

Article 3 - EMPLOYEE RIGHTS and RESPONSIBILITIES

Section 3.1.

The Association recognizes that the University has and is entitled to exercise the right of discipline. The University agrees that a claimed abuse of its rights to discipline its employees is a proper subject for a grievance hereunder.

The University and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, ancestry, age, sex, marital status, handicap, or union affiliation.

This clause is not grievable if external resources of appeal are pursued.

Section 3.2. - EVALUATIONS/CLASSIFICATION DESCRIPTIONS

A. Classification Description

Each bargaining unit member, upon employment, shall be given a copy of the University approved classification description for his/her specific classification. A bargaining unit member who transfers into a different classification will also be given the University approved classification description for his/her own classification.

B. Employee Evaluation

Employee evaluations will be conducted annually after the probationary period. At the beginning of each annual performance review period, the employee may be appraised of his/her job responsibilities for the next evaluation period. In the event that a performance evaluation is not conducted within fifteen (15) months of the probationary period or the prior evaluation, the presumption is that their annual performance remains the same as their last evaluation.

C. The University shall use one uniform evaluation form for all members of the bargaining unit. This evaluation form shall consist of only the following:

1. Quantity of work: Achievements from personal effort and completion of assignments.
2. Quality of work: Accuracy, thoroughness, usability, and dependability.
3. Job Knowledge: Understanding of objectives, duties and responsibilities gained through education, training and experience.

4. Initiative and Organization: Ability to be self-starting, efficient, resourceful and creative toward job objectives, duties and responsibilities.
5. Attitude and cooperation: Ability and willingness to cooperate with supervisors, co-workers and others, follow directions and rules, accept constructive criticism and exhibit good judgment.
6. Dependability: Regularity of attendance, punctuality, and attention to use of rest periods. Also meets deadlines.
7. Capacity to develop: Potential to develop skills, improve job performance and assume more responsibility.
8. A minimum overall rating: Satisfactory, needs improvement and unsatisfactory.

The performance evaluation shall be conducted by the employee's immediate supervisor and shall be based on observable and proven performance. The employee's signature shall indicate receipt of a copy of the evaluation. It shall not indicate agreement with the contents thereof.

Prior to the implementation of a new evaluation form, the form shall be reviewed with the Association.

Section 3.2.1. - Probationary Employment

All new employees are placed on a probationary status at the beginning of his/her employment, until they have been continuously employed for sixty (60) calendar days following the first day of work for the University. This probationary status constitutes a probationary period during which the supervisor assesses quality and quantity of work, initiative, ability, attitude and work habits to determine the probationary employee's proficiency in the position and acceptability as a University employee.

In the event that an employee has completed his/her probationary period with no probationary evaluation(s) given, the presumption is that his/her performance during the probationary period has been satisfactory.

During the probationary period, it shall be a supervisor's responsibility to assist the new employee in becoming oriented to the University. Supervisors will endeavor to improve an individual's performance through direct observation of the employee's work, and will make recommendations for improvement to the employee during their probationary period.

Section 3.2.2.

- A. Disciplinary action shall be defined as any oral warning, written reprimand, disciplinary probation or suspension, or discharge.
- B. An Association member may request to have present a representative of the Association at any meeting for any disciplinary action.
- C. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in employee performance is reduced to writing, the findings and decisions of the supervisor shall be filed in the bargaining unit member's HRD personnel file. The bargaining unit member shall have the right to sign or refuse to sign an acknowledgment of the inclusion of the information into his/her respective HRD personnel file.

Section 3.2.3.

A bargaining unit member who disagrees with a written evaluation, or any other information in their file may submit a written answer which shall be attached to the file copy of the material in question.

Section 3.3.

New employees who have completed their probationary period shall not be disciplined, discharged or reduced in rank or compensation without just cause. Bargaining unit members who have accepted a position under Article 16 shall not be disciplined or discharged without just cause during and after the fifteen (15) day trial period.

Section 3.3.1.

Prior to any disciplinary probation, suspension, discharge or reduction in rank or compensation of any employee who has completed his/her probationary period, a hearing shall be held to consider the facts pertaining to the contemplation of action. The employee shall be notified of the time and place of such a hearing, and shall be entitled to have a representative(s) of the Association present at such hearing if the employee so requests. The employee shall also be notified of the incident or circumstances giving rise to the hearing. The hearing will be held within five (5) working days after the event giving rise to the hearing is known to representatives of the University.

The hearing will be attended by the employee and a representative(s) of the Association, if the employee so requests. Also in attendance will be a representative(s) of the management unit involved and/or a representative of HRD and/or Office of the General Counsel.

The necessity for a hearing shall not affect the University's right to suspend an employee prior to the hearing if such a suspension is deemed appropriate. However, such suspensions shall be on a "with pay" basis until a determination is made, after the hearing, of disciplinary action. Such disciplinary actions may then be made retroactive to the time of initial suspension at the discretion of the University.

Section 3.4

Bargaining unit members shall have the right, by appointment, to review their HRD personnel files, and shall have the right to Association representation during such review. No new material pertaining to the employee's performance shall be placed in such HRD files without providing the bargaining unit member the opportunity to sign or refuse to sign an acknowledgment of inclusion of the information into his/her respective HRD personnel file. Within ninety (90) days after an employee's evaluation has taken place, information which has been used or may affect or be used relative to the employee's qualifications for employment, promotion, transfer, compensation or disciplinary action shall be forwarded to HRD for inclusion in the employee's personnel file. Information which is not included in the HRD personnel file shall not be used for the purposes stated above. The parties agree that information which is exempt from inclusion as an employee's personnel record under the Michigan Bullard-Plawecki Act, as well as University records maintained by the Affirmative Action Officer, shall not be included in the HRD Personnel file.

Article 4 - MANAGEMENT'S RIGHTS

Section 4.1.

Nothing in this Agreement shall be determined to limit or curtail the University in any way in the exercise of its rights, powers, and authority which the University had prior to November 1, 1971 or subsequently, pursuant to law, 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 University's rights, powers, and authority include, but are not limited to, the right to manage the University, 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 University, 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 University under this paragraph is contrary to the purpose of this Agreement or to a limitation of such University rights contained in this Agreement.

Section 4.2.

The Association will cooperate with the University at all times in maintaining discipline and increasing efficiency and productivity.

Section 4.3.

The University may make 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 advance notice to the Association.

Article 5 - AGENCY SHOP

Section 5.1.

Each employee covered by the negotiated Agreement between the University and the Association, shall, as a condition of employment, on or before sixty (60) days from the date of the Agreement, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee or Association dues directly to the Association or authorize payment through payroll deduction, the University shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

Section 5.2.

The procedure in all cases of non-payment of the service fee or Association dues shall be as follows:

- A. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee or Association dues, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fee or Association dues are paid or

a properly executed deduction form is tendered within fourteen (14) days, he/she shall be reported to the University and a deduction of the service fee or Association dues shall be made from his/her salary.

- B. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the University at the end of the fourteen (14) day period:
The Association certifies that _____ (name) _____ has failed to tender the periodic service fee or Association dues required as a condition of employment under the current Agreement and demands that under the terms of this Agreement, the University deduct the delinquent service fees of Association dues from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee include only those items authorized by law.
- C. The University, upon receipt of said notice and request for deduction, shall act pursuant to Section 5.1.A. above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

Section 5.3.

With respect to all sums deducted by the University pursuant to this Article, the University agrees promptly to disburse said sums directly to the Association.

Section 5.4.

Bargaining unit members paying the service fee provided for herein or whose service fees have been deducted by the University from their salaries may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association.

Section 5.5.

The Association agrees, upon request, to defend the University, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the Collective Agreement, provided, however, that:

- A. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the University, its officers employees or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement. ✓
- B. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the University.
- C. If the University, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the University, does represent the University, its officers, agents or employee in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

- D. The Association, in defense of any such suit, after consultation with the University, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
- E. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the University, its officers, employees or agents under this section, after consultation with the University.

Section 5.6.

The University 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.

Section 5.7.

The Association will certify at least annually to the University, fifteen (15) days prior to the date of the first payroll deduction for Association dues or service fees, the amount of said Association dues and the amount of the service fee to be deducted by the University, and that said service fee includes only those amounts permitted by the Agreement and by law.

Article 6 - WRITTEN AGREEMENTS

Section 6.1.

There are no understandings or agreements on past practices which are binding on either the University or Association other than the written agreements set forth or specifically referred to in this Agreement. No other agreement shall be binding on either the University or the Association until it has been reduced to writing and signed by the designated representative of the University and the Association.

Section 6.2.

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

Section 6.3.

Should any section of this Agreement be negated by a court or other body of competent final jurisdiction, that section shall be considered null and void. The University and the Association shall meet to renegotiate the negated section. All other terms of this Agreement shall remain binding on both the University and the Association.

Section 6.4.

The parties acknowledge that during the negotiations which resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after they exercised that right and opportunity are set forth in this agreement.

Article 7 - UNIVERSITY-ASSOCIATION SPECIAL CONFERENCES

Section 7.1.

Special conferences between the University and designated representatives of the Association may be called either by the University or Association's local President or his/her designee at mutually convenient times. The Association will be assured of at least one meeting per month, if requested, to discuss and settle questions pertaining to employee relations arising under this Agreement.

Section 7.2.

The University 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. Each party to this Agreement shall notify the other in writing of the names of its representatives.

Article 8 - ASSOCIATION REPRESENTATION

Section 8.1.

The Association is to notify the Office of the General Counsel, in writing, of the names of Association members acting as Association representatives, including the capacity in which they are acting, e.g. grievance committee member, bargaining team member.

Section 8.2.

An Association representative shall not leave his/her work for the purpose of performing his/her duties as an Association representative without first obtaining permission from his/her supervisor.

Section 8.3.

A total of twenty (20) days per year shall be provided, without cost, for the Association representation to attend training sessions and conferences and official meetings of the State and National Association. In addition, each bargaining unit member will be given two (2) hours of release time per year to be used for Association business. Such days shall not be used for any activity described in Section 10.1. Specific days and individuals shall be determined by the Association President.

Section 8.4.

The Association shall have the right to use the University facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes.

Section 8.5.

An Association representative(s) may meet with an individual employee on that employee's break and lunch periods, provided that it does not interfere with or interrupt the normal operations of the office involved or the University in any manner.

Section 8.6.

The Association shall have access to existing bulletin boards in break rooms, or designated posting areas, for the purpose of posting notices relating to the business of the Association.

Section 8.7. Information

The University shall make available, within ten (10) days of approval by the Board of Trustees, in full text in the Library, copies of minutes of official meetings of the Board of Trustees and the Annual Audited Financial Statement.

Article 9 - GRIEVANCES

Section 9.1. - General

- A. A grievance is an alleged violation of a specific article or section of this Agreement. A grievant is the person or persons adversely affected by the alleged violation.
- B. A grievance may be initiated by one or more bargaining unit members and must be signed by all grievants.
- C. A grievance may be initiated by the Association when the Association's specific rights are alleged to have been violated.
- D. A grievance must state the facts giving rise to the grievance, identify all articles alleged to have been violated and the relief sought, and be signed by an authorized representative of the Association.
- E. A settlement of a grievance at any step below step 3 shall not constitute a binding precedent.

Section 9.2. - Definition - Day

For the purpose of this Article only, and unless otherwise specified, a day is a regularly scheduled working day, excluding holidays and unanticipated University closing.

Section 9.3. - 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, shall be the sole method for the resolution of grievances. The original grievance form shall accompany any and all responses to the grievance. All time limits will be adhered to, except where changed by mutual agreement in extenuating circumstances.
- B. A grievance not advanced to the next level within the time limit is permanently withdrawn. Lack of timely response by the University will advance the grievance to the next higher step, if the grievant so desires.
- C. The grievant, with approval of the Association, may withdraw a grievance at any time. If a grievance is withdrawn, it may not be resubmitted.

Section 9.4. - Procedure - Individual Grievance

Step 1 (Immediate supervisor)

Within ten (10) days of the time an alleged violation of the Agreement might reasonably be known to have occurred, the affected member of the bargaining unit shall first discuss the alleged violation of the Agreement with his/her immediate supervisor, and his/her Association representative, if requested.

The immediate supervisor shall give a verbal response to the employee within five (5) days of the grievance discussion.

If the grievance is not resolved as a result of the discussion with the immediate supervisor, within twenty (20) days of the time the alleged violation of the Agreement might reasonably be known to have occurred, the affected member of the bargaining unit and his/her Association representative, if requested, shall present the grievance in writing to his/her immediate supervisor with a copy to the Office of the General Counsel.

The immediate supervisor shall respond in writing to the grievant no later than ten (10) days after the grievance has been received.

Any withdrawal of a grievance at this Step shall not constitute a binding precedent in the disposition of similar grievances.

Step 2 (Dean's level unless the dean is the immediate supervisor, in which case the grievance must be advanced to Step 3)

If the grievance is not resolved at step 1, it shall be presented in writing to the dean or, where appropriate, the equivalent supervisory level, with a copy to the Office of the General Counsel, within seven (7) days after the response of the immediate supervisor or the date the response was due, whichever is sooner. The grievance shall state the reasons the step 1 response is unsatisfactory. The dean or appropriate supervisor shall meet with the grievant within seven (7) days and, if the grievant wishes, with a representative of the Association. A written response shall be made not later than seven (7) days after the meeting at which the grievance was discussed.

Step 3 (Office of the General Counsel)

If the grievance is not resolved at the above steps, it shall be presented in writing to the Office of the General Counsel within seven (7) days after the decision at step 1 or 2, whichever applies, or the date the response was due, whichever is sooner. The grievance must be signed by the grievant(s) and by an authorized representative of the Association and shall be part of the original grievance form. It must include the reason the grievant considers the prior response unsatisfactory.

Following receipt, a meeting must be held with the grievant, the representative of the Association and the, Office of the General Counsel or its designee, within ten (10) days. The Office of the General Counsel or its designee shall respond in writing within seven (7) days from the date of the meeting.

Step 4 (Arbitration)

If the Association is not satisfied with the response at step 3, the grievance may be submitted to arbitration by so notifying the Office of the General Counsel in writing within two (2) weeks of the step 3 response or the date such response was due, whichever is sooner.

Once notified, the University and the Association will attempt to select an arbitrator within two (2) weeks. If the parties do not select an arbitrator within the two (2) week period, the Association will submit a demand for arbitration to the American Arbitration Association, with a copy being sent to the Office of the General Counsel. The selection of the arbitrator will then be made according to the procedures established by the American Arbitration Association.

The arbitrator has no authority to alter, add to or subtract from the terms of this agreement. Unless otherwise provided for in this Agreement, the arbitrator shall not substitute her/his discretion, nor shall s/he exercise any responsibility or function for that of the University or the Association. The rules of the American Arbitration Association shall apply to all arbitration hearings. The decision of the arbitrator, within the scope of her/his authority, is binding upon the parties.

The arbitrator's costs shall be borne equally by both parties except that expenses for witnesses shall be borne by the party who calls them.

Section 9.5. - Procedure - Association Grievances

This section is only applicable to grievances arising under paragraph 9.1.C. Within twenty (20) days of the time a grievance might reasonably be known, the Association shall discuss it, identifying it as a grievance under 9.1.C., with the General Counsel or its designated representative. If the grievance is not resolved, it shall be reduced to writing and presented to the General Counsel within five (5) working days of the above referenced discussion or the expiration of the twenty days, whichever is longer.

The Office of the General Counsel or its designated representative shall respond in writing not later than ten (10) days after receipt.

If the grievance is not resolved, it may be moved to step 4 by delivering it to the Office of the General Counsel within ten (10) days of the response or the date the response was due, whichever is sooner.

Article 10 - NO STRIKE

Section 10.1.

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, boycott, or any act that interferes with the University'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 the University's right to any remedy under law for such violation.

Section 10.2.

Nothing in this section shall preclude any right which the University has to take disciplinary action including discharge against any activity listed in 10.1 of this section. Action taken by the University under this section is subject to the grievance procedure.

Article 11 - HOURS OF WORK

Section 11.1.

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 normally consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for employees on shift, approved flex time schedules or special schedule. Non-paid lunch period shall not be construed as a violation of this paragraph.

Section 11.2.

The supervisor and employee shall determine in advance whether overtime pay or compensatory time is to be granted. If overtime pay is elected, 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 work week. Time and one-half shall be paid for all hours worked on Sunday. (Also refer to Section 24.2)

If the supervisor and employee agree that compensatory time is to be granted, then compensatory time off shall be at straight time during the week in which it is worked, provided that the work week does not exceed forty (40) hours. All hours worked in excess of eight (8) hours in any regularly scheduled work day or in excess of forty (40) hours during a given week will earn compensatory time at the rate of time and one half. This section shall exclude those employees who have been granted permission to work four (4), ten (10) hour days as a flex time option; these employees may be entitled to compensatory time for hours worked in excess of 10 per day or 40 per week.

Compensatory time is to be taken at a time mutually agreeable to the University and the employee.

Employees may accumulate up to forty (40) hours of compensatory time. Accumulated compensatory time must be totally used within the calendar quarter following the calendar quarter in which it is earned.

Employees who terminate their service with the University will be paid for accumulated compensatory time, not to exceed forty (40) hours, at their then current rate of pay.

The accrual of compensatory time will be reported on the semi-monthly time sheet and use of compensatory time will be reported on the Ferris State University Request for Excused Absence form.

Section 11.3.

The University reserves the right to establish starting and quitting times. The Association President and the bargaining unit member involved will be notified seven (7) days in advance of any changes in work schedule, except in cases of emergency changes.

Section 11.3.1. - Flextime

1. PROCEDURES

PARAMETERS:

University Regularly Scheduled Operating Hours:

8:00 a.m. to 5:00 p.m.

Core Hours

9:00 a.m. to 3:30 p.m.

2. REGULATIONS:

1. All offices and work areas must be open and adequately covered for efficient operation from 8 a.m. to 5 p.m.. Supervisors set work schedules in conjunction with their office's working responsibilities and the employees' needs. The supervisor is free to deny any request for flextime schedule if, in his/her judgment, approval would be disadvantageous to the operation of the department.

2. Employees may elect to begin work up to one (1) hour earlier or later than University regularly scheduled operating hours. Schedules may vary on a day-to-day basis. However, all schedules must be approved at least one pay period in advance by the supervisor.

3. All full-time employees must work the core hours during each day a flextime schedule is employed.

4. Each full-time employee must work a minimum of eight (8) hours per day worked unless using authorized time off.

5. The daily lunch period shall be no less than thirty (30) minutes and no more than one (1) hour.

SAMPLE WORK SCHEDULES:

Work _____	Lunch _____	Work _____
7:00 (5 hrs) 12:00	12:00 (1 hr) 1:00	1:00 (3 hrs) 4:00
7:30 (4.5 hrs) 12:00	12:00 (1 hr) 1:00	1:00 (3.5 hrs) 4:30
8:00 (4 hrs) 12:00	12:00 (.5hr) 12:30	12:30 (4 hrs) 4:30

Section 11.4.

Overtime premiums shall not be pyramided for any hours of work except as otherwise specifically provided in this Agreement. When time worked is covered by two (2) different overtime provisions, only the highest rate will be paid, meaning those overtime rates will not be multiplied or added together.

Section 11.5.

Employees will be granted a fifteen (15) minute rest period each day in the morning and 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 (1) hour each day except where approved special schedules provide otherwise.

Section 11.6.

If an employee requests an alternate work schedule, his/her supervisor will review the request. A permanent change in a work schedule, however, may not be made until specific concurrence is received from HRD.

Section 11.7.

If the University is closed by the President of the University due to extreme weather, members of the Association will not be required to use personal leave accrual to avoid loss of compensation.

Section 11.8.

A. Shift Hours

1. The first shift is any shift that regularly starts at or after 5:00 a.m. but before 12:00 p.m.
2. The second shift is any shift that regularly starts at or after 12:00 p.m. but before 9:00 p.m.
3. The third shift is any shift that regularly starts at or after 9:00 p.m. but before 5:00 a.m.

B. Shift Differentials

1. Full-time employees who work on the second shift shall receive, in addition to their regular pay, twenty (20) cents per hour on the second shift. Such differential is to be added to the total wages and does not increase the base rate.
2. Shift differential will be paid for the actual hours worked on a shift.

Article 12 - SENIORITY

Section 12.1.

Seniority is defined as length of continuous service with the University, as a bargaining unit member, since the most recent date of hire. No seniority accrues until an employee has completed the probationary period provided by this agreement. Upon completion of the probationary period, seniority shall date back to the most recent date of hire, or, if Section 12.6. is applicable, to the most recent date of re-entry into the bargaining unit.

Seniority during an approved leave of absence, or in the event of non payment of dues, is determined under Article 20.

Section 12.2.

Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the University shall distribute to the Association, a list of the employees covered hereby in seniority order according to its records--most senior employees being listed first. It is the responsibility of each employee to check such list and to notify the University of any alleged error. Any bargaining unit member who feels his/her seniority date is incorrectly listed must have the University correct his/her date or grieve within twenty (20) days of the issuance of the first seniority list on which his/her name appears incorrectly.

Section 12.3.

After the initial distribution and agreement as to the correctness of the seniority list, the University will endeavor to revise the seniority list quarterly, but not less than semi-annually.

Section 12.4.

All employees shall be on probation and shall acquire no seniority until they have been employed continuously for sixty (60) calendar days following the first day of work for the University. During this period, the University may discharge such employees without regard to this Agreement. The University shall have no obligation to re-employ an employee who is discharged during the probationary period.

Section 12.5.

After the date of ratification of this agreement, when two or more employees have identical seniority dates, sequential numbers, beginning with "1", equal to the number of employees will be placed in a container and each employee will draw a number. The lower numbers will be the more senior. The lottery shall be conducted by HRD with the participation of the Association.

Section 12.6. - Leaving the Bargaining Unit

Any employee currently in the bargaining unit, who initiates a transfer to a position with the University outside the bargaining unit, shall not be allowed to maintain seniority within the unit. However, an employee who initiates such a transfer and who then returns to the bargaining unit within ninety (90) days will then be credited with all of the seniority he or she had accrued as of the date of transfer from the bargaining unit. If an employee, who has been out of the bargaining unit over ninety (90) calendar days, returns to a bargaining unit position, he/she shall not be required to again serve the sixty (60) day probationary period. Any employee who is involuntarily transferred by the University from the bargaining unit shall retain all earned seniority.

Section 12.7.

The President, Vice President, Secretary, and Treasurer of the Association shall have, during their respective terms of office, super seniority both University-wide and in their respective departments to be used only in the event of layoffs and not for any other purpose.

NOTE: Super seniority means that in the event of a layoff from their respective departments during their respective terms of office, the above named officers of the Association, provided they are qualified for the work then available, shall be the last person(s) laid off with the bargaining unit, from their respective departments. Likewise, provided they are qualified for the work then available within the bargaining unit, they shall be the last persons within the bargaining unit laid off from the University. This provision confers no other seniority rights.

Article 13 - CAUSES FOR LOSS OF SENIORITY

Section 13.1.

Bargaining unit members shall cease to have seniority and be released from employment with the University if (s)he:

1. Quits or retires.
2. Is discharged for just cause.
3. Is absent for three (3) consecutive work days without notification to the University and/or without justifiable reason for the absenteeism.
4. Does not return to work when recalled from layoff as set forth in the recall procedure.
5. Does not return to work after a sick leave of absence for the period of one (1) year or the employee's seniority, whichever is less under Article 21.

Section 13.2.

Bargaining unit members should give notification of their resignation or intent to terminate at least ten (10) work days in advance. A resignation, once submitted in writing, may only be rescinded within one (1) working day without the consent of the University. If not rescinded by that time, the consent of the University must first be obtained.

Article 14 - LAYOFF

Section 14.1.

In the event of a reduction in force, the University may consider both layoff and a reduction of hours of work per week, provided that layoff will be preferred over a unit wide reduction in hours. In the event hours are reduced, they will not be reduced below thirty two (32) hours per week. Salary, vacation and sick leave accruals will be prorated based upon a forty (40) hour work week. Medical, dental, vision and life insurance benefits will be continued on the same basis as if working forty (40) hours per week.

If the work week is reduced, those with reduced hours may bump into 40 hour positions under 14.4 B.

Section 14.2 - Order of layoff

Bargaining unit layoffs will be by classification by department in inverse order of seniority in the following order:

1. Probationary employees
2. Full-time bargaining unit members in the classification being reduced, provided that the remaining employees in the department are qualified and presently capable of performing the work in the department.
3. Bargaining unit members will not be laid off nor will their hours be reduced if there are adult part time employees who have worked in their department for more than 32 hours per week in each week of the previous 6 months performing bargaining unit work as determined in the good faith discretion of the University and provided

that the remaining employees in the department are qualified and presently capable of performing all of the work performed by the adult part-time employee. In the event a bargaining unit member is laid off and an adult part-time employee is retained, upon request by the Association, the University will explain the basis for its decision.

4. However, no full-time existing position will be changed to two (2) or more adult part-time positions, nor shall adult part-time employees be used to eliminate existing regular bargaining unit positions, provided that nothing prohibits or limits the University from using either temporary adult part time or temporary full time employees.

As used in this section, "department" is the timekeeping location which includes the positions being reduced.

Section 14.3 - Notice of layoff

The University will provide not less than thirty (30) calendar days notice to the Association and each bargaining unit member who will be laid off of:

- A. the name of the bargaining unit member who will be laid off; and
- B. the anticipated date of layoff

Pay will be provided in lieu of notice for each work day less than thirty (30).

Individual notice of lay off may be made personally or by certified mail to the employee's address maintained in HRD.

Section 14.4 - Layoff options

Within five (5) work days after notice to the employee, the employee shall notify HRD in writing as to which of the following options (s)he will elect:

- A. Bid for vacancy - To apply for a vacancy posted pursuant to Article 16.
- B. Bump - To bump into a bargaining unit classification with the same or lower top pay rate, subject to the following:

1. General - The laid off employee must
 - a. meet the qualifications set forth in the job description.
 - b. within fifteen work days in the position, satisfactorily perform the duties of the position after orientation without additional training.
 - c. be senior to the person (s)he is bumping.
 - d. bump in the following order:
 1. The least senior person in the same classification or in another classification with the same top pay rate.
 2. The least senior person in classifications with successively lower top pay rates ("lower classification").
 3. Provided that, where the least senior person is employed at a campus more than 50 miles away, the laid off employee may either bump the least senior person at the distant campus or bump the next least senior person, in the above order, employed at the same campus.

2. An employee who bumps into a lower classification will be paid at his/her prior salary or the top salary rate of the new classification, whichever is less.

3. If an employee who bumps into a classification other than that occupied at the time of layoff does not satisfactorily perform within fifteen (15) work days in the position to which (s)he has bumped, (s)he shall be returned to layoff without recourse under 14.4, subject to recall.

4. An employee who bumps into the same classification occupied at the time of layoff may elect to return to layoff within fifteen (15) work days in the position to which (s)he has bumped, in which event (s)he shall be returned to layoff without recourse under 14.4, subject to recall.

C. Accept layoff.

Failure to timely notify HRD in writing will result in option C.

Section 14.5 - Notice of bump

A. An employee shall receive at least fifteen (15) work days notice of being bumped either by personal service or by certified mail to the address in HRD.

B. Within five (5) work days of notice of being bumped, the employee shall notify HRD in writing as to which option in paragraph 14.4 (s)he will elect.

Section 14.6 - Layoff benefits

A laid off employee will receive a tuition waiver of up to 16 undergraduate credit hours to be used within one (1) year of the effective date of layoff. Further, the University shall pay its portion of the MESSA-PAK premium for the month immediately following the month in which the employee is laid off.

Article 15 - RECALL FROM LAYOFF

Section 15.1.

Employees on layoff for not more than eighteen (18) months will be recalled in order of seniority, first to their classification and second to vacancies in other classifications with a top pay rate the same or lower than that from which they were laid off, for which they have the present skill and ability to perform.

An employee who declines recall to the classification from which laid off will have his/her name removed from the recall list and shall be deemed a voluntary quit.

If all employees on layoff having the present skill and ability to perform the work decline recall to a classification other than that from which laid off or to a position in the same classification with fewer work hours/week than at the time of layoff, they are required to accept recall in inverse order of seniority or be deemed a voluntary quit. Employees recalled to classifications other than that from which laid off, or recalled to classifications the same as that when laid off but with fewer scheduled hours, shall be deemed to be on continuing layoff status for purposes of recall to their classification.

An employee recalled to a classification different than that from which (s)he was laid off shall have fifteen (15) work days to demonstrate that (s)he is capable of satisfactorily performing the job.

If, at the end of the fifteen (15) work days, the University determines that (s)he is not satisfactorily performing the job, (s)he shall be laid off without reference to Article 14. Such employee shall then have fifteen (15) days added to the length of time they are entitled to remain on the recall list.

Section 15.1.1.

Notification of recall shall be by certified mail, addressed to the address provided by the employee to HRD. Failure to return as directed in the recall notice, which will not be less than five (5) working days of the date of first attempted delivery, unless otherwise mutually agreed upon before the recall, shall result in the employee being considered a voluntary quit, unless there is a reason satisfactory to the University for failing to respond or agree.

Article 16 - JOB POSTING AND TRANSFERS

Section 16.1. - Job Posting

1. A vacancy is a bargaining unit position which is authorized to be filled.
2. Vacancies will be posted for three (3) consecutive work days and will include (1) classification (2) the office or area in which the job is located (3) the minimum qualifications (4) required tests, if any (5) anticipated work schedule (6) the closing date of the notice and (7) salary. Upon request, applicants will be given a copy of the job description for the posted position.

Section 16.1.1 - Bidding/selection

1. Applicants for vacancies must notify HRD in writing within the posting period. All applicants will be evaluated based upon their qualifications.
2. The qualifications of applicants meeting the posted qualifications will be referred to the supervisor in the department where the vacancy exists. If there are five (5) or fewer qualified applicants, all will be interviewed. If there are more than five (5) qualified applicants, the supervisor will determine which of the applicants will be interviewed.
3. Among equally qualified applicants, bargaining unit employees will be selected. Among equally qualified bargaining unit members, the most senior will be selected.
4. The successful applicant will be notified by the office of HRD of their selection. The successful applicant will assume the new position within two (2) weeks unless otherwise mutually agreed. All other applicants will be notified of the selection by HRD. Within five (5) work days of selection, the University will notify the president of the Association of the position filled, the name, date of hire, classification and salary of the person selected. Also, any unsuccessful bargaining unit applicant shall be notified within the same five (5) days).
5. Upon request, bargaining unit members denied a position on the basis of any test given by the University will be shown his/her test results.
6. Upon written request, a bargaining unit member denied a position awarded to a less senior bargaining unit applicant will be given a written statement explaining the reasons for the denial.

Section 16.1.2. - Trial Period

Successful applicants will be given instruction and must evidence satisfactory performance within fifteen (15) work days of placement in the position. Before the expiration of fifteen (15) work days, (s)he may return to his/her former position or to layoff, whichever is applicable. Upon the completion of the fifteen (15) work days, the University may return him/her to his/her former position or to layoff, whichever is applicable, if performance has been unsatisfactory.

Section 16.1.3 - Limitations on bidding

No employees may bid on bargaining unit or other positions for six (6) months after initial hire, unless approved by HRD or designated representative.

An employee awarded a bid job is barred from bidding for any other vacancy for six (6) months thereafter, unless approved by HRD or designated representative. Limitations on bidding do not apply to employees in positions as a result of exercising options under Article 14.

Section 16.1.4 - Pay Rates

1. Employees selected for a position at the same or higher top pay rate will be paid at his/her current rate of pay, or at the 90 day rate of pay, whichever is higher.
2. Employees selected for a position with a lower top pay rate will be paid at his/her current rate of pay or at the top rate of the new classification whichever is less.

Section 16.1.5. - Notice of non bargaining unit vacancies

The University will inform the Association of the non bargaining unit vacancies. Bargaining unit employees may apply to the appropriate administrator.

Section 16.2 - Transfers

Bargaining unit members temporarily transferred to another classification for longer than two (2) weeks will be paid the rate of the position to which transferred which corresponds to the member's length of service or their rate, whichever is higher.

Section 16.3

A bargaining unit employee shall not be required to take a non-bargaining unit out-of-assignment position nor a "blended position".

For purposes of this section, a blended assignment is defined as a work situation in which a bargaining unit employee temporarily performs some bargaining unit and some non-bargaining unit work. A non-bargaining unit out-of-assignment position is defined as a position in which the bargaining unit member temporarily assumes the duties of a position which has been a non-bargaining unit position.

If an employee is temporarily assigned for a period of ten (10) consecutive workdays to perform the duties of a position outside of the bargaining unit or a blended position which carries a higher pay than the position regularly assigned, the Association shall be notified. Out-of-unit assignments or blended positions shall not exceed six (6) months.

If an employee is assigned some higher level non-bargaining unit duties, the employee and his/her supervisor will meet no later than ten (10) workdays after the assignment has begun to

determine whether there will be a reduction in the employee's normal work load so the extra duties can be included in the regular 40 hour workweek or whether they choose to apply the provision of section 11.2 (overtime or comp time) of the contract. The Association shall be notified of the decision made.

Upon the employee's return to the position held prior to the out-of-unit or blended assignment, the former salary plus any scheduled increases which would have been normally granted during the time spent in the out-of-unit or blended assignment shall be resumed.

During this period of out-of-assignment or blended work, the employee will continue with the same benefits according to provisions of the collective bargaining agreement. The salary, however, shall be at the appropriate pay rate.

Article 17 - BEREAVEMENT LEAVE

Section 17.1.

A. Immediate Family Members

An employee who is absent from work due to the death of a member of his/her immediate family shall be entitled to a paid funeral leave, not to exceed four (4) work days, one (1) of which shall include the day of the funeral. "Immediate Family" shall be defined as:

Spouse	Step-sister	Daughter-in-law
Child	Parent	Grandchild
Step-child	Sister	Grandparent
Step-parent	Brother	Parent/Grandparent of Spouse
Step-brother	Son-in-law	

B. Other Family Members

Employees who are absent from work due to the death of any of the following shall be entitled to one (1) day of paid leave for the day of the funeral.

Aunt	Niece	Step-grandparent
Uncle	Nephew	Any person with whom
Sister-in-law		the bargaining unit
Brother-in-law		member is currently making his/her
		home

Extensions and/or exceptions may be made in appropriate cases by HRD.

Article 18 - GROUP INSURANCE BENEFITS

Section 18.1

The University shall provide the following MESSA-PAK for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. The employer shall sign an employer participation agreement. Either PAK Plan A or PAK Plan B shall be selected by the employee.

PAK PLAN A:

- MESSA Super Care 1 health insurance
- Long term disability--66 2/3%; \$2,500 maximum; 90 day calendar day modified fill ; freeze on offsets; alcohol/drug and mental nervous--same as any other illness; COLA; education supplement benefit
- Delta Dental Plan 65/50/50: \$1,100
- Negotiated life insurance: \$30,000 AD & D
- VSP-3 vision insurance for employee and family

PAK PLAN B:

- Medical reimbursement -- \$158.00
- Long term disability -- same as PAK Plan A
- Delta Dental Plan -- same as PAK Plan A
- Negotiated life insurance -- same as PAK Plan A
- VSP-3 vision insurance -- same as PAK Plan A

Section 18.2.

- A. Effective July 1, 1997, the University shall pay the full premium cost for MESSA Paks A and B, which is \$538.21 and \$88.87, respectively.
- B. Effective July 1, 1998, the University shall pay the premium cost for MESSA Paks A & B, but in no event will the University pay any amount of the premium which exceeds \$559.74 for Pak A and \$92.42 for Pak B, respectively.
- C. Effective July 1, 1999, the University shall pay the premium cost for MESSA Paks A & B, but in no event will the University pay any amount of the premium which exceeds \$582.13 for Pak A and \$96.12 for Pak B, respectively.
- D. Effective July 1, 2000, the University shall pay the premium cost for MESSA Paks A & B, but in no event will the University pay any amount of the premium which exceeds \$605.42 for Pak A and \$99.96 for Pak B, respectively.
- E. Effective July 1, 2001, the University shall pay the premium cost for MESSA Paks A & B, but in no event will the University pay any amount of the premium which exceeds \$629.64 for Pak A and \$103.96 for Pak B, respectively.

Sponsored dependent coverage on health insurance is available to bargaining unit members at their own expense through payroll deduction.

If husband and wife are both members of this bargaining unit, one shall elect PAK Plan A and the other shall elect PAK Plan B.

Section 18.3 - Variable Option Plan

The bargaining unit member and his/her dependents may apply all or part of the monthly subsidy provided under plan B towards any of the Michigan Education Special Services Association variable option plans and/or MEA Financial Services tax sheltered annuities to be deposited semi-monthly.

Section 18.4

The University has adopted a cafeteria plan under section 125 of the internal revenue code providing that employees may elect to pay the premiums for their insurance pursuant to paragraph 18.2 of this article through a salary reduction agreement. The plan became effective May 1, 1995. All expenses relating to the administration of the plan shall be borne by the University.

Article 19 - COURT REQUIRED SERVICES

An employee who serves on jury duty or who is subpoenaed by a party other than the University as a witness in any court or official administrative hearing other than a proceeding in which the University is a defendant or respondent and the Association or an employee is the complaining party will be paid the difference between his/her regular pay and the witness fees received exclusive of the witness's expenses such as mileage, lodging or meals.

Article 20 - LEAVE OF ABSENCE WITHOUT PAY

The University may grant leaves of absence without pay or benefits for sick leave or for reasons other than those entitling leave of absence under the Family and Medical Leave Act of 1993, hereinafter "FMLA".

An employee who desires a leave of absence must submit a written request, stating the reason for the request. The request must be approved by the employee's supervisor, the appropriate dean or director, and HRD or their designated representative. All denied requests are subject to review by HRD upon request of the employee.

During an approved leave of absence without pay, an employee's seniority will continue to accumulate provided that member continues to pay his/her yearly dues as set each year in September by the Association. An employee's seniority will be frozen if the Association dues are not kept current.

The twelve (12) month period for determining eligibility for FMLA leave will be as in University policy.

Upon timely return from a leave of absence without pay other than under the FMLA, an employee will be reinstated to the position held at the time the leave of absence began or a comparable position, subject to the seniority provisions of this Agreement. Employees on leave of absence without pay under the FMLA will be reinstated in accordance with its terms and conditions.

Article 21 - SICK LEAVE OF ABSENCE

Section 21.1.

A. Accrual

4.34 hours per semi-monthly pay period accrues to each bargaining unit member as sick leave, reduced prorata to reflect unpaid hours, not to exceed 1600 hours.

B. Leaves of absence under the FMLA

Employees may be required to use paid sick leave and other paid leave before using leave under the FMLA, as set forth in University FMLA policy.

C. Leaves of absence which do not qualify for FMLA leave

Sick leave is any scheduled working day, or part thereof, during which an employee is absent because of

1. Employee disability caused by illness or injury.
2. Employee, dependent child, or spouse medical, dental, or optical examination or treatment.
3. Serious illness of the employee's spouse, parent or dependent child.

D. Use of leave of absence

1. Leave under C 1 & 2 above may be used up to the number of hours accrued.
2. Leave under C 3 above may not exceed three (3) full days. Extensions may be granted at the discretion of the University.

E. Verification

Employees may be required to substantiate the reason for their absence with a statement from the attending physician, dentist, or eye doctor. If such substantiation is requested for absences of four (4) days or less the University must have reasonable cause to believe that the leave is not for purposes defined in this Article.

F. General

Sick leave is intended only as financial security for employees who are unable to perform their duties for the reasons stated above. Sick leave is not to be used for reasons other than those described in this Article.

Section 21.2.1.

Employees granted sick leave of absence upon verbal request or upon request made on their behalf by another shall, at the first reasonable opportunity under the circumstances presented, support such request in writing together with such evidence of need for leave as the University may request, including a doctor's certificate.

Section 21.2.2.

The University may require satisfactory health care provider verification that an employee is able to perform all of the essential duties of his/her job with or without reasonable accommodation before returning the employee to work.

Section 21.2.3

A. FMLA leaves

Employees on leave under the FMLA will be returned to work in accordance with the FMLA.

- B. An employee on sick leave of absence for less than thirty (30) consecutive work days shall be employed on his/her regular job upon return to work, provided the above requirements are met. An employee on sick leave of absence for thirty (30) consecutive work days or more shall be employed on his/her regular job or on a comparable job upon return to work, provided the above requirements have been met.

When an employee has been on sick leave of absence for thirty (30) consecutive days or more, the University shall have until five (5) days after the employee reports that he/she is ready and able to return, to place the employee back to work.

Section 21.2.4.

An employee who quits employment with the University because of permanent disability shall be paid for all accumulated sick leave at the employee's rate of pay at the time of quit.

Section 21.2.5

In case of death of an employee, payment of accumulated sick leave, not to exceed one hundred (100) days, shall be made to the beneficiary designated by the employee or to the employee's estate at the employee's rate of pay as of the date of death.

Section 21.2.6.

Employees who retire during the term of this Agreement and meet the eligibility requirements for retirement shall be paid fifty percent (50%) of their accumulated sick leave, not to exceed one hundred (100) days pay at the employee's rate of pay at the time of retirement.

Section 21.3.1.

Two personal leave days will be granted; one (1) chargeable to sick leave, with the following constraints:

- A. Association members having six (6) months of full-time continuous employment will be eligible for the first personal leave not chargeable to sick leave.
- B. Association members having twelve (12) months of consecutive full-time employment will be eligible for the second day, chargeable to sick leave.
- C. The granting of either of these requests is dependent upon a determination by the supervisor that the absence will not cause undue hardship on the operation.

- D. A reasonable notice of three (3) days will be given of intention to utilize a personal leave day, except where there are extenuating circumstances.

Article 22 - EFFECT OF FALSIFYING REASON FOR LEAVE OF ABSENCES

An employee who gives a false reason for obtaining a leave of absence is subject to disciplinary action up to and including discharge.

Article 23 - HOLIDAY PAY

Section 23.1

Subject to the following paragraphs, the University will pay eligible employees the number of hours they would have been scheduled to work had the day not been a holiday, not to exceed eight (8) hours pay at straight-time rate for the following holidays:

Independence Day
Labor Day
Thanksgiving
Day following Thanksgiving
Good Friday
Memorial Day
Christmas
New Year's Day

Section 23.2

For the duration of this contract, bargaining unit members will not be required to work Christmas Eve Day and at least four (4) week days between Christmas and New Year's Day, with the specific schedule to be announced prior to the campus-wide shutdown. Employees will receive pay for these days.

Section 23.3

In order to be eligible for holiday pay, an employee must:

1. have been employed for not less than ten (10) consecutive working days immediately preceding the holiday;
2. have worked the full number of scheduled work hours on the University's last scheduled work day before the holiday and the full number of scheduled hours on the University's first workday after such holiday, unless on approved paid leave.

The requirement that employees work the day before or the day after the holiday may be waived at the University's discretion, provided that the employee receives written permission to be absent from HRD or designee before the holiday.

Section 23.3.1

Unexcused absence or leave of absence without pay on the employee's last scheduled workday before a holiday or their first scheduled workday after a holiday shall result in loss of holiday pay. If the employee has already been paid for the holiday because of uncertainty as to whether he/she was eligible or by mistake, the University is authorized to deduct the amount of holiday pay from the next check(s) issued to the employee if the University later determines that the employee is ineligible for holiday pay, provided the University notifies the employee in advance that the deduction will take place and the reason.

Section 23.4

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 23.5

Employees who work on a holiday will be paid time and one-half (1/2) their regular rate for the hours worked plus holiday pay. If employees scheduled to work on a holiday fail to do so, they forfeit their holiday pay unless they substantiate, by doctor's certificate, if requested by the University, that they were disabled because of illness or injury.

Section 23.6

When any of the contractual holidays fall during an eligible employee's approved vacation and (s)he is absent because (s)he is on vacation, (s)he shall be paid for such holiday(s) and will not be charged vacation for the holiday(s).

Article 24 - RETIREMENT PLANS

Section 24.1 - Retirement System Selection

A. Members:

Members presently in the Michigan Public School Employees' Retirement System (MPSERS) or any other available retirement program provided by the Michigan Public School Employee's Retirement Act (such as MIP) must remain in such system or its successor until retirement. Members presently in the FSU Tax-Deferred Annuity Plan (TIAA-CREF and Fidelity Investments being the current Fund Sponsors under the Plan) must remain in such system or its successor until retirement.

B. New Members:

Unless legally obligated to allow or require enrollment in MPSERS, within thirty (30) calendar days of the effective date of employment, a member must elect to participate in a retirement program offered by FSU.

If an election is not made within the 30-day period, it will be conclusively presumed that the member has decided to participate in the TIAA-CREF retirement plan or its successor.

Section 24.2 - Retirement System Payments

- A. Contributions on behalf of members participating in the basic MPSERS or the optional state retirement program (MIP), provided under authority of MPSERS, shall be made by FSU pursuant to the Michigan Public School Employee's Retirement Act, as amended.
- B. FSU shall pay into the retirement account of a member participating in the FSU Tax-Deferred Annuity Plan (TIAA-CREF, Fidelity investments or other fund Sponsor) an amount equal to Ten percent (10%) of the member's earnings.
- C. Members participating in the FSU Tax-Deferred Annuity Plan (TIAA-CREF, Fidelity Investments or other Fund Sponsor) shall pay Four percent (4%) of her/his earnings into her/his retirement account. Such payment is to be made by salary reduction on a pre-tax basis.

Section 24.3 - Retirement System Vesting

- A. Members participating in the basic MPSERS or the optional state retirement program (MIP), provided under authority of the MPSERS, shall become vested pursuant to the Michigan Public School Employee's Retirement Act, as amended.
- B. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested, subject to the provisions of the Plan, in amounts attributable to the contributions properly made under Section 24.2.C.
- C. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested, subject to the provisions of the Plan, in amounts attributable to the contributions made under Section 24.2.B. according to the following schedule:

◆ After one year:	12.5% vested
◆ After two years:	25% vested
◆ After three years:	37.5% vested
◆ After four years:	50% vested
◆ After five years:	62.5% vested
◆ After six years:	75% vested
◆ After seven years:	87.5% vested
◆ After eight years:	100% vested

Article 25 - VACATION

Section 25.1.

The vacation year for vacation purposes will be July 1 to June 30th.

Section 25.2.

Regular full-time office clerical/technical bargaining unit members will accrue 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 8 years	15 days
9 years through 14 years	19 days
15 years or more	20 days

Section 25.3.

Association members are eligible to take their accumulated vacation days after six (6) months of continuous employment. Vacations must be totally used in the vacation year following the year it accrued.

Section 25.4.

Vacations are taken at a time mutually agreeable to the University and the employee, with the need for the service of the employee at the particular time being paramount. Vacations in different vacation years may not be scheduled back-to-back without mutual agreement between the University and the Association.

Section 25.5.

An employee who requests vacation time off by May 1st of a year and has had the request denied by reason of University operational necessity, shall, upon written request, be allowed vacation time which must be used at a mutually acceptable period no later than the first ninety (90) days of the next year.

Section 25.6.

Employees who terminate their services with the University will be paid for accumulated vacation time, not to exceed that authorized for that year, at their then current rate of pay.

Article 26 - HEALTH AND SAFETY

Section 26.1.

The University subscribes to the promotion of good health and a safe working environment. The University will continue to make every reasonable effort to provide for the health and safety of its employees at all times during the hours of their employment. The University will continue to comply with all applicable federal and state provisions pertaining to such matters.

Employees shall not be required to work under unsafe or hazardous conditions or to perform such tasks which endanger their health, safety, or well-being.

If an employee has a concern about a health or safety matter, the following procedure shall be followed:

- A. They shall contact their immediate supervisor.
- B. If the supervisor does not adequately address the concern, the work area will be surveyed by a representative from the Environmental Health and Safety Office and Association

representative, and a decision will be made to determine whether the conditions are such that the employee should be temporarily transferred to another work area, sent home (with pay which is not charged against the employee's paid leave accruals), or remain at his/her work station. In the event that the Association and the University disagree, the Ferris State University Safety Committee shall be contacted in an attempt to resolve the disagreement. The employee may file a grievance pursuant to Article 9 of this Agreement.

Article 27 - TUITION WAIVER

Section 27.1.

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

Section 27.2. - Employee

To be eligible to enroll in University courses, an employee must:

- A. Prepare and submit the information requested on the "Employee Educational Opportunity Program" form provided by the University.
- B. Take not more than a maximum of eight (8) credit hours per semester. One (1) course may be taken during working hours, subject to the approval of the immediate supervisor concerned.

Enrollment in courses under this Article is permitted provided space is available and students of the University are not being displaced or denied a seat in class.

Section 27.3. - Spouse/Dependent

An employee may transfer a maximum of eight (8) credit hours per semester to his/her spouse and/or dependent children.

The following conditions and terms must be satisfied in order to use the tuition assistance benefit for an employee's spouse/dependent:

- A. The spouse/dependent must present evidence of admission to Human Resources Development confirming that:
 - 1. He/she is the eligible employee's natural or adopted child who was 24 years of age or less on the first day of classes for that semester; or
 - 2. He/she is the eligible employee's stepchild who was 24 years of age or less on the first day of classes for that semester and is claimed by the employee as a dependent on their federal income tax return; or
 - 3. He/she is the spouse of an eligible employee; and
 - 4. He/she has satisfied all admission requirements and is eligible to enroll for courses.

Section 27.4 - Credit Transfer Limits

In no event shall more than sixteen (16) credit hours be transferred for a spouse or child as defined in Section 27.3.

Section 27.5

An eligible employee's spouse or dependents shall be subject to all University academic standards and policies and may be refused admission to the University, enrollment in courses, or continued enrollment at the University the same as any other student of the University.

Article 28 - LONGEVITY PAY

Section 28.1.

Longevity pay will be paid according to the following rules and schedule of payment.

Section 28.1.1.

Longevity pay shall be computed as a percentage of the job classification rate in which the employee is serving. The applicable rate shall be the classification rate being paid in the first regularly scheduled pay period in the fiscal year in which the longevity pay is due. The rate shall not include overtime pay or shift differential pay. Longevity shall be based on continuous service from the most recent date of hire in this Bargaining Unit. Association members who are currently red circled will receive longevity pay as a percent of their annual salary.

Section 28.1.2.

To be eligible for longevity payments, an employee must have completed five years of continuous full-time employment at the University. Therefore, the first longevity payment will be made at the beginning of the sixth year. Subsequent payments will be made upon the completion of each additional year of continuous full-time service at Ferris State University, according to the following table.

<u>Continuous Service</u>	<u>Longevity Payment</u>
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 years 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 28.1.3.

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 University's retirement plan. This also applies to those not under the retirement plan who are at least 65 years of age at the time of 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 to the date of retirement, separation, or death and shall be made as soon as practicable thereafter.

Section 28.1.4.

No longevity payment as shown in the preceding schedule shall be made for that portion of an employee's regular annual wage which is in excess of \$29,354 from date of ratification through September 30, 1997.

The longevity cap shall be increased in each longevity year by the same percentage as any base salary increase for that year:

<u>Year</u>	<u>Longevity Cap =</u>
10/01/97 - 09/30/98	\$29,354 + % increase from grid
10/01/98 - 09/30/99	97/98 cap + % increase from grid
10/01/99 - 09/30/00	98/99 cap + 3%
10/01/00 - 09/30/01	99/00 cap + 2.6%
10/01/01 - 09/30/02	00/01 cap + 2.6%

Article 29 - MISCELLANEOUS

Article 29 1.1.

The University will provide the Association with one all parking lot pass each year this contract is in effect.

Article 30 - SALARY INCREASE

A. Effective October 1, 1997, salaries will be increased on October 1 of 1997 as follows:

Based upon total student credit hours as reported in the annual HEIDI Fall data submissions to the State of Michigan:

Less than 116,800	0%
>116,800 to 149,300	2.0%
>149,300 to 155,800	2.5%
>155,800	3.0%

On the first pay date as is practicable after ratification, all active employees will receive a one hundred fifty dollars (\$150) lump sum payment, not included in the base.

B. Effective October 1, 1998, salaries will be increased on October 1 of 1998 as follows:

Based upon total student credit hours reported in the annual HEIDI Fall data submissions to the State of Michigan:

Less than 116,800	0%
>116,800 to 149,300	2.0%
>149,300 to 155,800	2.5%
>155,800	3.0%

On the first pay date after October 1, 1998, all active employees will receive a one hundred fifty dollar (\$150) lump sum payment, not included in the base.

- C. Effective October 1, 1999, salaries will be increased Three Percent (3%).
- D. Effective October 1, 2000, salaries will be increased Two and Six-Tenths Percent (2.6%).

On the first pay date after October 1, 2000, all active employees will receive a two hundred dollar (\$200) lump sum payment, not included in the base.

- E. Effective October 1, 2001, salaries will be increased Two and Six-Tenths Percent (2.6%).

On the first pay date after October 1, 2001, all active employees will receive a two hundred dollar (\$200) lump sum payment, not included in the base.

Article 31 - RECLASSIFICATION

Reclassification by the University

The University may establish new classifications, change duties and responsibilities of classifications or combine classifications, hereinafter "reclassification", or eliminate classifications as it deems necessary or desirable.

Should the University propose to reclassify, it will provide the Association with pertinent information, including the responsibilities, duties and proposed pay rate which shall be discussed in relationship to the duties and responsibilities of other bargaining unit classifications.

Employee request for reclassification review

An employee who believes that (s)he is regularly required to perform the duties, responsibilities, and skills of a higher classification may request in writing a classification review by HRD and copy the Association.

The request must state the specific duties and/or responsibilities which the employee believes entitles him/her to a classification review. The employee must also timely provide HRD with requested information.

HRD will respond to the request within ten (10) working days and will ask the employee's supervisor to have the employee complete and return a position description questionnaire (PDQ) within six (6) weeks. The failure of HRD to timely respond shall not be the basis for reclassification. HRD will acknowledge to the employee receipt of the PDQ. If the PDQ is not returned to HRD within the six (6) week period, the effective date of the classification review will be the date that HRD receives the completed PDQ. Written requests for extensions will be considered for such events as illness, vacation, etc.

In most instances, an on-site interview will be conducted. When the University and the employee agree that the review does not necessitate an on site interview, the reclassification decision may be based upon the PDQ. However, the employee may request and shall receive an on-site interview.

Classification reviews may normally be requested if three years have lapsed since the last audit or classification review of that position. Exceptions will be made for unusual circumstances.

Upon request, the employee may meet with the person doing the review for an explanation of the process.

Following the review, the following actions are possible:

1. A reclassification
2. The classification remains the same, but specified duties of the employee not within the classification are deleted or reassigned.
3. No change

The employee and the Association will be provided a copy of the HRD report, recommendation to the Vice President and his/her decision.

A reclassification will be effective as of the day the request was delivered to HRD, provided that the employee requesting the review has been timely in responding to HRD's request for information. In other cases, it will be effective as of the date of the decision.

General

Reclassification or the denial thereof is not subject to the grievance procedure or to arbitration. However, the reclassification process, timeliness, and timelines are subject to the grievance procedure, including arbitration. The employee may appeal the decision of HRD to the Office of The General Counsel or its designated representative, who shall, upon request, meet regarding the matter. A written decision will be given to the employee and a copy sent to the Association.

The person in the reclassified position will remain at the same relative position on the salary schedule. For example, if the employee was at the 36 month level of a Secretary I classification and the position is reclassified as a Secretary II position, (s)he would be at the 36 month level of the Secretary II salary range.

Article 32 - DURATION OF CONTRACT

Section 32.1.

This document expresses the whole agreement between the University and the Association and without change, except as specifically amended as identified herein, shall continue in effect until 11:59 p.m. September 30, 2002.

Section 32.2 - Notice to Modify

Notice to modify, alter, amend, renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than sixty (60) nor earlier than one hundred twenty (120) days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by mail and facsimile, or in the alternative, by certified mail, addressed to the Association, and if to the University, addressed to the Office of the General Counsel or to any such address as the Association or University may make available to each other.

For the Association

For Ferris State University



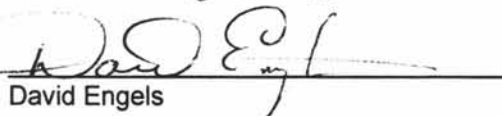
Richard Schultz, 13-Uniserv Director



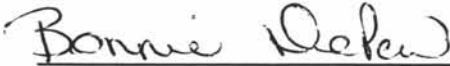
Richard J. Daly



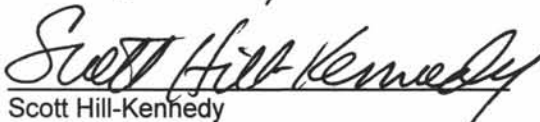
Marcia Ladner



David Engels



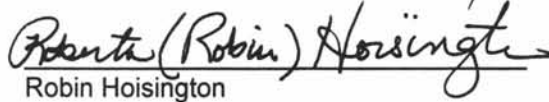
Bonnie DePew



Scott Hill-Kennedy



Julie Hoisington



Robin Hoisington



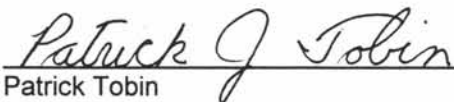
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Beth Krueger



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Patrick Tobin

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CTA of FSU MEA/NEA
Salary Schedule
10/1/97

Grade	Classification	Start 10/1/97	90 Days 10/1/97	6 Months 10/1/97	36 Months 10/1/97
1	Clerk	\$16,242	\$16,888	\$17,822	\$18,179
2	Clerk Typist LIS Assistant 1	\$17,126	\$17,811	\$18,791	\$19,169
3	Cashier Level 1 Customer Service Representative Telephone Operator	\$17,403	\$18,102	\$19,097	\$19,478
4	CRT Operator Data Entry Operator	\$17,721	\$18,430	\$19,442	\$19,830
5	Book Store Clerk Clinic Assistant	\$18,012	\$18,731	\$19,761	\$20,158
6	Account Clerk Level 1 Admissions Assistant 1 Cashier Level 2 Dispatcher Health Admissions Clerk LIS Assistant 2 Registration Records Clerk Secretary Level 1 Tool Room Clerk	\$18,638	\$19,384	\$20,450	\$20,857
7	Copy Center Operator Parking Violations Clerk	\$19,568	\$20,350	\$21,468	\$21,897
8	Admissions Assistant 2 Merchandising Specialist	\$19,783	\$20,576	\$21,705	\$22,142
9	Account Clerk Level 2 Clinic Clerk Computer Operations Assistant Financial Aid Assistant 1 LIS Assistant 3 Secretary Level 2 Student Loan Assistant Typesetter Technician Vending Route Operator Word Processing Specialist	\$20,488	\$21,305	\$22,476	\$22,927
10	Vending Storeroom Specialist	\$21,032	\$21,848	\$23,020	\$23,470
11	Academic Computing Lab Assistant Academic Senate/Arts & Lectures Asst. Admissions Assistant 3 Admissions Data Entry Specialist Admissions Information Specialist Alumni Relations Assistant Financial Aid Assistant 2 Optometric Technician Orientation & Commencement Assistant Payroll Clerk Level 2 Placement Services Specialist Project Assistant Student Awards Recruiting Specialist Student Judicial Services Specialist	\$21,997	\$22,876	\$24,136	\$24,617

CTA of FSU MEA/NEA

Salary Schedule

10/1/97

Grade	Classification	Start 10/1/97	90 Days 10/1/97	6 Months 10/1/97	36 Months 10/1/97
12	Account Clerk Level 3	\$23,505	\$24,445	\$25,791	\$26,309
	Biology Lab Technician				
	Lead Payroll Clerk				
	Physical Science Lab Technician				
	Secretary Level 3				
13	Computer Operator	\$26,727	\$27,800	\$29,328	\$29,913
14	Educational Media Technician	\$29,057	\$30,219	\$31,880	\$32,520
15	Instrument Repair	\$29,213	\$30,381	\$32,052	\$32,694
16	A.V. Electronics Maintenance Technician	\$30,601	\$31,824	\$33,576	\$34,250
	Cable Television Technician				
17	TV Production Electronic Technician	\$34,180	\$35,549	\$37,504	\$38,268

