

7263

11/21/94

1991-1994



AGREEMENT
 BETWEEN
 THE BOARD OF CONTROL
 OF
 FERRIS STATE UNIVERSITY
 AND
 AFSCME - AFL-CIO
 COUNCIL 25
 LOCAL UNION NO. 1609

Ferris State University

Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY



1991 - 1994

AGREEMENT

BETWEEN

THE BOARD OF CONTROL

OF

FERRIS STATE UNIVERSITY

AND

AFSCME - AFL-CIO

COUNCIL 25

LOCAL UNION NO. 1609

1875

1876

1877

1878

1879

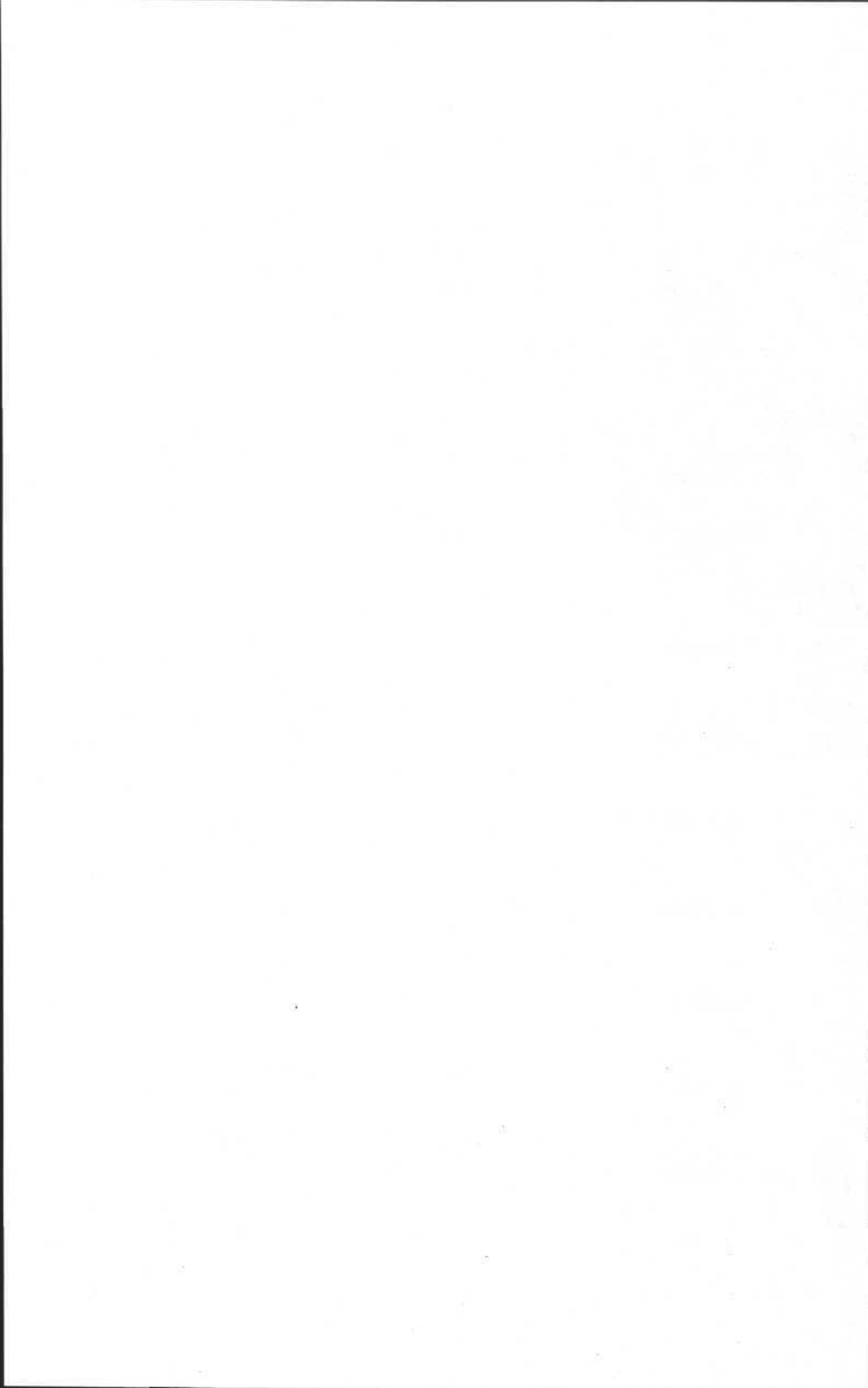
1880

TABLE OF CONTENTS

	<u>Article</u>	<u>Page</u>
Purpose and Intent.....	1	1
Recognition.....	2	1
Employees Covered.....	2	1
Definition of Terms.....	3	2
Employee and Employees.....		2
Temporary Employee.....		2
Part-Time Employees.....		2
Management Rights.....	4	2
Rules.....		3
Subcontracting.....		3
Other Agreements.....	5	4
Aid to Other Unions.....	6	4
Union Security.....	7	5
Requirements of Union Membership.		5
Union Dues and Initiation Fees.....	8	6
Payment of Check-off or Direct		
to the Union.....		6
Check-off Form.....		6
Deductions.....		6
Delivery of Executed Authorization		
of Check-off Form.....		6
When Deductions Begin.....		7
Delivery of Additional Check-off		
Forms.....		7
Refunds.....		7
Remittance of Dues to Secretary-		
Treasurer.....		7
Limit of Employer's Liability....		7
Union Representation.....	9	7
Number of Representation		
Districts.....		7
Special Conferences.....	10	9
Grievance and Arbitration Procedure.	11	10
Definition - Grievance.....		10
Definition - Day.....		10
Definition - Probationary		
Employee.....		10
Grievance Time Limits and Probationary		
Employees.....		10
Grievance Steps and List of		
Arbitrators.....		11
Meeting.....		11
Pre-Arbitration Conference.....		11
Arbitration.....		12
Discharge or Discipline.....	12	13
Discharge or Disciplinary Layoff.		13
Seniority.....	13	14
Seniority Defined.....		14
Probationary Employees.....		14
Seniority Lists.....		14

	<u>Article</u>	<u>Page</u>
Loss of Seniority.....	14	15
Seniority of Union Officials.....	15	15
Job Posting, Bidding, Transfers and Shift Preference.....	16	16
Job Posting and Bidding.....		16
Transfers.....		18
Temporary Assignments.....		19
Summer Lateral Transfers		19
Skilled Trades.....		21
Layoff and Recall.....	17	21
Recall Procedure.....		23
New, Changed or Eliminated Job Classification.....	18	23
Leaves of Absence.....	19	24
Personal Leave.....		24
Medical Leave of Absence.....		24
Leave for Union Business.....		25
Maternity Leave.....		25
Union Educational Leave.....		25
Medical Dispute.....		25
Leaves of Absence - General.....		26
Student Employees.....	20	26
Working Hours.....	21	27
Workday and Workweek.....		27
Shift Differential.....		27
Shift Hours.....		27
Rest Periods.....		28
Wash-Up Time.....		28
Call-in Pay.....		28
Time and One-Half.....		28
Equalization of Overtime Hours...		29
Vacations.....	22	31
Holidays.....	23	32
Group Life Insurance.....	24	33
Health Insurance.....	25	34
Dental Insurance.....		34
Medical Reimbursement Program....		35
Long-Term Disability Insurance...		35
Vision Plan.....		36
Retirement.....	26	36
Tuition Waiver.....	27	36
Jury Duty.....	28	37
Funeral Leave.....	29	37
Uniforms.....	30	38
Safety Committee.....	31	39
Sick Leave.....	32	39
Sick Leave Credit.....		39
Record and Reports.....		41

	<u>Article</u>	<u>Page</u>
Personal Leave Day.....	33	41
Longevity Pay.....	34	42
Longevity Pay Schedule.....		43
Work by Supervisors.....	35	43
Nine Month Employment	36	44
Miscellaneous.....	37	45
Union Bulletin Boards.....		45
Limit on Use of Bulletin Boards...		45
Non-Discrimination.....		45
Use of Facilities.....		46
Savings Clause.....		46
No-Interference and No-Lockout		
Guarantee.....	38	46
No-Interference.....		46
No-Lockout.....		46
Duration of Agreement.....	39	46



AGREEMENT

THIS AGREEMENT, entered into, effective the 22nd day of November, 1991, by and between the Board of Control of Ferris State University, hereinafter referred to as the "Employer" and Local Union 1609, and Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

Article 1 - PURPOSE AND INTENT

Section 1.

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Accordingly, the officials representing the Employer and the Union will, from time to time during the life of this Agreement at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Such meetings shall be conducted as a Special Conference in accordance with Article 10, Section 1.

Article 2- RECOGNITION

Section 1. - Employees Covered

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

Non-faculty employees of Ferris State University, excluding those employees in executive, administrative, supervisory, clerical, public safety, nursing, and hall director positions.

The Union has a list of employees it believes should be covered by the union contract. Both parties have agreed to meet within sixty (60) days after the signing of the contract to review the list.

Article 3. - DEFINITION OF TERMS

Section 1.

The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean regular employees within the bargaining unit represented by the Union, except certain temporary and part-time (as provided for elsewhere herein) employees who are excluded from the bargaining unit.

Section 2.

The term "temporary employee" as used in this Agreement, shall mean an employee whose employment is full time and is limited in duration and is established for a specific purpose. Such full-time, temporary employees shall not initially be employed for longer than six consecutive months. Any temporary full-time employee who works longer than six (6) consecutive months shall become a member of the bargaining unit and shall have accumulated seniority from the date of hire as a temporary employee. Such employees shall be credited with vacation time and sick time for that six (6) month period. Temporary employees will not be used to cause the lay-off or reduction in hours of any employee in the bargaining unit.

Section 3.

Part-time employees, excluding food service subs, shall mean an employee who is normally not scheduled to work more than twenty (20) hours per week.

Part-time employees shall not be members of the bargaining unit. However, no full-time existing position will be changed to two (2) or more part-time regular positions, nor shall part-time employees be used to eliminate regular bargaining unit positions.

Article 4 - MANAGEMENT RIGHTS

Section 1.

The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and the affairs of the University, except those expressly modified by this Agreement. These reserved rights shall include (by way of illustration only and not to be limited to) the determination of policies, operations, work assignments, work schedules, rules and regulations, for the proper and efficient functioning of the University and its work force. The Union agrees to cooperate with the University at all times in maintaining discipline and increasing efficiency and productivity.

Section 2. - Rules

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and put each into effect after advance notice to the Union and the employees.

Section 3. - Subcontracting

It is agreed between AFSCME Local 1609 and FSU that the Union and the employer will follow the procedures outlined below when subcontracting work which is regularly performed by bargaining unit members:

1. The Employer shall provide the president of the bargaining unit with written notification of the proposed subcontracting at least seventy-two (72) hours in advance of subcontracting. Exceptions to the 72 hour notice provision may be made in the event a situation arises that could lead to the damage of property and/or personal injury. Subsequent to notification, and upon request by the Union, the Employer will furnish the following information:
 - A. Available descriptive material, such as, plans, specifications, sketches, etc., associated with the work being considered for subcontracting.
 - B. Proposed time limits for project completion.
 - C. List of trades anticipated to be required for completion of work.

2. The Employer must review the following factors when determining whether or not to subcontract work regularly performed by bargaining unit members.
 - A. The ability or skills of AFSCME personnel to perform the work.
 - B. The ability of AFSCME personnel to do the work within a specified time period during regular time and/or overtime, and without unreasonably delaying their regular assignments.
 - C. Whether AFSCME personnel can compete with the subcontractor's cost to accomplish the work.
 - D. The inability or unavailability of AFSCME personnel to do portions of the work to be subcontracted. The Employer shall also consider the reasonableness of separating the work so that a subcontractor performs a portion of the work and AFSCME personnel perform another portion of the work.
3. Upon receipt of the Employer's notification of its intent to subcontract, the union may, within 24 hours, request a meeting with the supervisor who provided the notification of subcontracting to the Union. The purpose of the meeting shall be to discuss the four (4) factors set out in paragraph 2 (A-D) and to afford the Union an opportunity to make a proposal or adjustment which would eliminate the need to subcontract.

Article 5 - OTHER AGREEMENTS

Section 1.

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

Section 2.

All supplemental agreements shall be subject to the approval of the Employer, Local 1609, and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are offered.

Article 6 - AID TO OTHER UNIONS

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

Article 7 - UNION SECURITY

Section 1. - Requirements of Union Membership

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

- (1) Employees who choose to become Union members shall as a condition of employment, beginning on the sixtieth (60th) day from their date of hire or within sixty (60) days from the effective date of this Agreement, whichever is later, be required to pay the Union for the duration of the Agreement, the uniform dues, initiation fees, and assessments hereafter levied by the Union of all members.
- (2) Any employee who chooses not to become a member of the Union shall, as a condition of employment, within sixty (60) days from his/her date of hire, or within sixty (60) days of the effective date of this Agreement, whichever is later, be required to pay to the Union a representation fee to be established by the Union in accordance with applicable law and certified to the University by the Union. Such representation fee for the first month shall be in an amount equal to the regular and usual monthly dues.

Section 2.

The Union shall indemnify the University and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of, or by reason of, the adoption of the foregoing agency shop provision, or that shall arise out of or by reason of, any action that shall be taken by the University for the purpose of complying with the foregoing agency shop provision or in reliance on any notice or assessment which shall have been furnished to the University under the foregoing provision.

Section 3.

The University will notify the Union of the employment of each full-time bargaining unit member. At the end of the six (6) month period applicable to temporary full-time employees, the University will notify the Union of the names of temporary full-time employees who will then become members of the bargaining unit.

Section 4.

The Employer, each month, shall provide the Union, Local 1609, with an alphabetical listing of employees that union dues or representation fee deductions were made.

Article 8 - UNION DUES AND INITIATION FEES

Section 1. - Payment of Check-off or Direct to the Union

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

Management shall provide to the Union at least two (2) weeks before graduation a list of bargaining unit employees who will not work during the summer.

Section 2. - Check-off Form

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the constitution and Bylaws of the Union from Authorization for Check-off of Dues Form which is consistent with the terms of this Agreement and does not impose restrictions of free choice upon employees.

Section 3. - Deductions

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

Section 4. - Delivery of Executed Authorization of Check-off Form

A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Council 25 Secretary-Treasurer by the Employer.

Section 5. - When Deductions Begin

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

Section 6. - Delivery of Additional Check-off Forms

The Union will provide to the Employer any additional Authorization for Check-off of Dues forms under which the Union membership dues are to be deducted.

Section 7. - Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employees will be made by Council 25.

Section 8. - Remittance of Dues to Secretary-Treasurer

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council 25 as soon as possible after the first of the succeeding month. The Employer shall furnish the designated financial officer of Council 25, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-off for Dues forms, but for whom no deductions have been made.

Section 9. - Limit of Employer's Liability

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

Article 9 - UNION REPRESENTATION

Section 1. - Number of Representation Districts

The number of representation districts in the unit shall be twenty-nine (29) Stewards and five (5) Chief Stewards, unless the number is increased or decreased by agreement between the Employer and the Union.

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

Section 2.

In each district, as listed in Exhibit D., employees shall be represented by one (1) Steward who shall be a regular employee and working in that district. When the established weekly work schedule calls for overtime work in excess of two (2) hours by more than one (1) employee of the district, the Steward (or in the absence of the Steward, the Alternate Steward previously designated by the Union) shall be scheduled to work the overtime hours, provided there is work that can be performed within that employee classification.

Section 3.

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

Section 4.

The Chief Steward or, in the absence of a Chief Steward, an Alternate Steward, may be designated to discuss grievances with designated Employer representatives for each of the following areas:

1. Food Service - all shifts
2. Custodial Service - day shift
3. Physical Plant, excluding cleaning service - all shifts
4. All classifications in bargaining unit between the hours of 4:00 p.m. and 8:00 a.m.
5. All Clerks and Coordinators

A Chief Steward or, in the absence of a Chief Steward, an Alternate Steward, may leave his/her work during working hours without loss of pay for these discussions if his/her immediate Supervisor has granted him/her permission, that the time will be devoted to the prompt handling of grievances and that he/she will perform his/her regularly assigned work at all times except when necessary to leave his/her work as provided herein.

Section 5.

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

Section 6.

When the Steward or Alternate Steward is the grievant, the Chief Steward or his/her alternate will be the designated Union representative. Such designated representatives shall be allowed to investigate and present grievances to the Employer in accordance with the grievance procedure and other provisions of this article.

Article 10 - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the General Counsel

or a designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between the General Counsel and whomever else he/she appoints and two (2) representatives of the Union. Arrangements for such special conferences shall be confined to those included in the agenda. This meeting may also be attended by a representative of the Council and/or a representative of the International Union. The two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

Article 11 - GRIEVANCE STEPS AND ARBITRATION PROCEDURE

Section 1. - Introduction

It is the intention of the parties to expedite the handling of grievances, to this end, an employee will first discuss a potential grievance with the immediate supervisor and, if the employee desires, with his/her steward, in an attempt to amicably resolve the matter. If no resolution is reached, the Union may file a grievance pursuant to the procedures outlined in this article.

Section 2. - Definitions

- A. Grievance - A grievance is an alleged violation of a specific article or section of this Agreement.
- B. Day - Only for purposes of the grievance procedure, a day shall mean working days (excluding holidays and weekends as defined in the Agreement) and shall not include the day on which the grievance is presented or appealed or is returned by the Employer.
- C. Probationary Employee - An employee serving a probationary period as set forth in Article 13, Section 2.

Section 3. - Grievance Time Limits and Probationary Employees

- A. Any grievance not initiated or advanced to the next step within the time limits specified herein shall be considered settled on the basis of the last answer by the Employer. Lack of timely response by the Employer at any step will serve to advance the grievance to the next higher step if the Union so desires and notifies the Employer in writing. Time limits may be extended only by written notice agreement by the Union and the Employer.

- B. Probationary employees are not entitled to use the grievance process unless it is charged that the Employer's action was based upon Union activity.

Section 4. - Grievance Steps and List of Arbitrators

- A. Grievances will be processed in the following manner and within the stated time limits.

Step 1. - Meeting

A grievance will be initiated by a Union steward or Chief Steward advising the Director of the Physical Plant or the Director of Food Services in writing that a grievance exists. The Union steward must give the Director of the Physical Plant or Food Services the written grievance within fifteen (15) working days after the occurrence of the event giving rise to the grievance, not including the day of occurrence, provided the employee(s) has knowledge of the occurrence or reasonably should have had knowledge of the event. Within ten (10) working days a meeting shall be arranged with the employee(s) involved, the Union steward or Chief Steward, the immediate supervisor, and the director of the area involved. Each party may also have one (1) other representative at the meeting.

After the Step 1 meeting, Management shall respond in writing to the Union's written grievance within ten (10) working days.

Step 2. - Pre-Arbitration

If the grievance is not settled at Step 1, the Union may request the Office of the General Counsel to hold a pre-arbitration meeting. Such notice shall be in writing and will be sent within fourteen (14) calendar days of receipt of Management's response to Step 1. Within ten (10) working days after receipt of the Union's notice, the Office of the General Counsel shall contact the Union and arrange for a pre-arbitration conference.

The purpose of the pre-arbitration conference shall be to exchange evidence, identify witnesses and stipulate to facts or to set a date when such material will be exchanged. The parties may also attempt to resolve the dispute. If the matter cannot be resolved, the parties shall select an arbitrator in accordance with Section 4, B. The Union shall have sixty (60) calendar days from the

date of the pre-arbitration conference to notify the Office of the General Counsel in writing of its intent to arbitrate.

B. Arbitration

1. The Arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The powers of the arbitrator shall be limited to the interpretation and application of the expressed terms of the Agreement. The arbitrator shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the employee(s), the Union and the Employer.
2. The Arbitrator shall be empowered to rule only on a grievance which alleges a violation of a specific article or section of this Agreement.
3. It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provision of this Agreement any limitation of those rights.
4. Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided, however, that such facts or material must have been discussed during the grievance procedure preceding appeal to Arbitration. No new material, facts or issues may be presented at the Arbitration which have not been previously presented during Steps 1 and 2 of the Grievance Procedure.
5. The Arbitrator's charges for these services and expenses shall be shared equally by the Employer and the Union.
6. An award for back pay shall be limited to the amount of wages the employee(s) would have earned from the date of the suspension/termination, less any amount

received from other employment, self employment, or any other work-related source.

7. The parties shall mutually select one of the following individuals to conduct an arbitration hearing:

- a. Elaine Frost
- b. Malcolm House
- c. Ruth Kahn
- d. Robert Proctor
- e. George Roumell

Article 12 - DISCHARGE OR DISCIPLINE

Section 1.

The Employer shall not discharge or take other disciplinary action without just cause (except in the case of probationary employees).

Section 2. - Discharge or Disciplinary Layoff

The Employer agrees that prior to discharge or disciplinary layoff of any non-probationary employee to notify the Union of a hearing to consider the facts pertaining to that contemplated action. Such hearing will be held as soon as practicable. The hearing will be attended by representatives of the Union (Steward and President), the employee involved, representatives of the management unit involved and a representative of the Office of the General Counsel. This requirement for a hearing will not affect the Employer's right to suspend an employee prior to the hearing if such suspension is deemed appropriate by the Employer. However, such suspension will be on a "with pay" basis until a determination is made of the disciplinary action that will be taken. Such disciplinary action may then be made retroactive by the Employer to the time of such suspension.

Section 3.

A discharged or disciplined non-probationary employee will be allowed to discuss his/her discharge, discipline or suspension with the Steward of the district or Alternate Steward, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

Section 4.

While the Employer and the Union subscribe to the concept of progressive discipline, the Employer will not take into account prior infractions which occurred more than

two (2) years prior to the current offense. For purposes of progressive discipline, the Employer may use any offense which occurred within two (2) years of the current offense.

If an employee disagrees with any record of discipline kept by the employer for the purpose of this Article, the employee shall be given the opportunity to review and, at the employee's option, attach a written statement explaining the employee's position. This statement shall become a part of the record kept by the employer.

Article 13 - SENIORITY

Section 1. - Seniority Defined

"Seniority" as used in this Agreement shall mean uninterrupted employment with the Employer beginning with the latest date of hire, and shall include layoffs and other periods of absence authorized by and consistent with this Agreement.

Section 2. - Probationary Employees

- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first sixty (60) days of their continuous employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit or occupational group, whichever is in effect, and shall rank for seniority from the sixty (60) days prior to the date he/she completed the probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. However, no grievance will be entertained for discipline or termination of probationary employees unless it is charged that the Employer's action was based upon Union activity.

Section 3. - Seniority Lists

- A. The seniority list, on the date of this Agreement, will show the names and classifications of all employees of the unit entitled to a ranking for seniority.
- B. The Employer will keep the seniority list up to date at all times and will provide the local Union secretary/treasurer, and Council 25, with up-to-date copies at least every six (6) months that are appropriate for posting on the bulletin boards.

Article 14 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- A. If the employee is terminated.
- B. If the employee retires or receives a pension under the Michigan Public School Retirement Plan. If after the employee receives a pension for permanent total disability and that disability is removed and the employee is re-employed, his or her seniority, including that which the employee otherwise would have acquired during the period of his or her disability, shall be restored.
- C. If the employee is absent from his or her job for three (3) consecutive working days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his or her last known address that the employee has lost his or her seniority, and the employee's employment has been terminated. Exception may be made at the employer's sole discretion.
- D. If the employee does not return to work in accordance with the Recall Procedure.
- E. Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as "D" above.
- F. If the employee is laid off during the term of this Agreement for a continuous period equal to the seniority he or she had acquired at the time of such layoff or one (1) year, whichever is lesser.
- G. If the employee is on sick leave of absence for a period of one (1) year, or the length of his or her seniority, whichever is the lesser.
- H. If the employee is discharged and the discharge is not reversed through the grievance procedure.

Article 15 - SENIORITY OF UNION OFFICIALS

Section 1.

Notwithstanding their position on the seniority list, Stewards shall, in the event of a reduction in work force or a lack of work layoff, be offered work in their district if there is a job in their district which they can fully perform without added training or instruction.

The foregoing shall not apply to overtime work or to any new job openings or lateral transfers. For the purpose of this and the following paragraph, "district" shall mean the area of jurisdiction of the representatives involved. Super seniority does apply during assignment shifts that take place between term breaks or during the Summer quarter.

Section 2.

Notwithstanding his/her position on the seniority list, the President, of the Local Union, shall in the event of a lack of work layoff only, be offered work in the bargaining unit, provided he/she is able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at this University. This shall not apply to overtime work or to any new job openings. Representatives declining available jobs under either of the foregoing paragraphs will be required to wait their normal recall date according to his/her given seniority date.

Section 3.

Notwithstanding their position on the seniority list, Chief Stewards shall, in the event of a lack of work layoff, be offered work in their own unit as defined in Article 3, provided they are able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at this University. This shall not apply to overtime work or to any new job openings. Representatives declining available jobs under either of the foregoing paragraphs will be required to wait their normal recall date according to their given seniority date.

Article 16 - JOB POSTING, BIDDING, TRANSFERS AND
SHIFT PREFERENCE

Section 1. - Job Posting and Bidding

- A. The Employer will award available bargaining unit vacancies and newly created bargaining unit positions on a seniority basis to its full-time employees who possess the general physical qualifications and training/skills necessary for the job under consideration. The Employer shall designate what skills/training are required to be considered for the posted position. The designated skills/training will appear on the posting.

- B. All bargaining unit job vacancies or newly created bargaining unit positions will be posted for a period of three (3) working days, Monday through Friday, at each time clock used by bargaining unit members. Information on job postings will include job classification, hours, wages and location. All full-time temporary openings will be posted except short-term appointments not to exceed two (2) months. The University will attempt to fill job vacancies or newly created bargaining unit member positions within two (2) weeks of the vacancy. The Employer will furnish the local Union President with a copy of all job postings at the time they are posted.
- C. Such notice shall remain posted for three (3) working days before the job is filled.
- D. The Employer will not be obligated to consider a job bid from an employee who has not submitted his/her request (orally or in writing) for promotion to the Office of Human Resource Development on or before the third (3rd) working day the job is posted.
- E. If it should become necessary to bypass a more senior applicant, reasons for denial shall be given in writing to such employees.
- F. The employee who is awarded the opening shall be granted a reasonable trial period to determine:
- His/her ability to perform the job (40 working days)
 - His/her desire to remain on the job (30 calendar days)
- G. During the first thirty (30) calendar days, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reason shall be given to the employee, and he/she may grieve an unreasonable decision.
- H. During the trial period (40 working days) the employee shall receive the next rate of pay (in the new classification) higher than his/her own. At the end of the trial period, the employee shall receive the maximum rate for the job which is in accordance with the employee's seniority.

- I. Once an employee is awarded a job that he/she bids for, he/she will then be barred from bidding for any other job vacancies in the bargaining unit or newly created positions that may develop for twelve (12) months thereafter, unless the maximum rate for the new job is greater than the maximum rate for the job the employee presently holds or the work is transferred to another location and/or shift, or the position is eliminated. If an employee bids on a job and is unsuccessful in filling that job during the trial (40 working days) period, or if the employee elects to return to his/her former classification during the trial period (30 days) or if the employee makes a downward move (to a lesser paying job), he/she shall not have the right to bid on another job for six (6) months, except by mutual agreement of the Employer and the Union.
- J. At the time of the awarding of the position, the Employer will furnish the Union President with a complete listing of all employees who have signed a particular posting, together with the name of the employee awarded the position.

Section 2. - Transfers

- A. A lateral transfer is defined as a change in job location or shift without a change in job classification. An employee who is interested in changing job location or shift may sign a posting for an open job and be considered pursuant to the requirements of Section 1. If the job opening is filled by lateral transfer, the opening created by the lateral transfer may also be filled by lateral transfer, provided, however, that there will be no more than a total of three (3) lateral movements as a result of the first job vacancy. Lateral transfers and the ensuing opening after a lateral move will be posted up to the maximum of three (3) days. For the purpose of lateral transfers, a period of twelve (12) months must have elapsed since the employee changed job locations. Lateral transfers under this Article shall be posted. Temporary assignments for less than two (2) months may still take place pursuant to Article 16.2.D.1.
- B. Section A only applies to the job bidding procedure. It does not affect the Employer's right to make lateral transfers. The University, however, recognizes that a lateral transfer cannot be made for arbitrary, capricious or punitive reasons.
- C. All current temporary employees who have replaced permanent employees on leave exceeding six (6) months, will retain their current position and become a permanent employee as of the date of hire, if the

employee on leave either terminates or exceeds the leave provisions of this contract. Employees filling a temporary position may return to their former position if the position that they are filling for a temporary period is reclaimed by the incumbent and their former position is open or has been filled by a temporary appointment.

D. Temporary Assignments

1. All full-time temporary openings will be posted, except for short-term appointments not to exceed two (2) months due to illness, injury, approved leaves of absence or operational needs during the posting/hiring process.
2. Qualified candidates from within the bargaining unit who have expressed an interest in a position, orally or in writing, will receive consideration for such posted opening. Those bargaining unit members who are not considered qualified for specific openings will be advised in writing of the specific reasons why they are considered to be unqualified.
3. All current temporary employees who have replaced permanent employees on leave exceeding six (6) months, will retain their current position and become a permanent employee as of the date of hire, if the employee on leave either terminates or exceeds the leave provisions of this Agreement. (Refer to Article 19.)
4. Only one (1) 3 - 5 working day posting will be made; all other openings will be by appointment within the ranks.
5. All of the above is subject to seniority.
6. Right to return to former position. An employee who fills in for a temporary appointment may, on the return of the regular employee, return to his/her former position.

E. Summer Lateral Transfers

The University will not be required to post lateral transfers during the summer months (from the last day of classes of the academic year to the first day of classes of the next academic year). In the event the University determines that there is a need for employee reduction in a specific work area or building during the summer, the University may laterally transfer

employees. Employees will be transferred in accordance with seniority within the specific area or building.

Section 3.

- A. An employee who leaves the bargaining unit and later returns to the bargaining unit shall have only that seniority accumulated in the unit.
1. Section A shall apply for purposes of shift assignment, layoff and recall, acting assignments, promotions, transfers, overtime, and longevity.
 2. Section A shall not apply for purposes of determining sick leave, vacation accrual or pension benefits.
 3. In addition, Section A shall not affect the seniority dates of any employees in the bargaining unit as of November 22, 1991.
- B. If and when operations or divisions or fractions thereof are transferred outside the Big Rapids area for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Any necessary change in residence will be considered in such cases.
- C. The Employer agrees that in any relocation of work stations outside the immediate Big Rapids area, it will discuss the movements with the Union in order to provide for the protection of the seniority of the employees whose jobs are involved.

Section 4.

It is agreed that employees at the University may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification. It is understood that the above provision does not guarantee twelve (12) months' employment each year to any employee, but is merely a sincere effort on the part of the University to utilize the talents and services of regular full-time employees during normally slow periods. This clause is not deemed to supersede the provisions of Section 5.

Section 5.

If an employee is temporarily assigned to perform the work of a higher rated classification for a period of one

(1) or more hours, he/she will be compensated at the beginning rate of the classification or fifteen cents (\$.15) per hour above his/her current job rate, whichever is greater. This provision shall not apply to those situations involving the performance of higher rated work which has been included as a part of the regular compensation for the lower rated job (e.g., Cook I doing the work of Cook II during the regularly scheduled temporary absence of the latter). Employees temporarily assigned to lower rated tasks will not suffer rate reduction. This provision shall not apply to employees who bump to a lower rated job pursuant to the layoff and bumping procedure.

Section 6. - Skilled Trades

- A. Employees in the Journeyman classification are further grouped into the following maintenance departments: carpenter; electrician; plumber; painter; heating, ventilating and air conditioning (HVAC); vending; auto mechanic; and boiler operator.
- B. It is specifically recognized that the Employer may add additional classifications in the skilled trades when additional trades are used by the Employer. A discussion will be held with the Union prior to the addition of any new classification, or the deletion of any classification.
- C. It is also recognized that all skilled trades in all classifications are generally skilled in many maintenance areas and that all skilled trades may be temporarily required to work in other skill areas regardless of which specialized skilled trades usually performs the work. No assignment of this nature may be used for punitive reasons.
- D. Overtime is distributed for skilled trades classification employees pursuant to Article 21, Section 10.
- E. It is not the intention of the University to erode the classification structure under the collective bargaining agreement, and the University continues to support the apprenticeship program and the importance of the skilled trades classifications.

Article 17 - LAYOFF AND RECALL

Section 1.

When the University implements a reduction in the work force in the bargaining unit, it shall be done in the following order in the classification being reduced:

1. All part-time employees
 2. All probationary employees
 3. All temporary employees
 4. Regular full-time employees
- A. Probationary employees will be laid off in the classification to be reduced, provided employees with seniority can do the available work.
 - B. The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.
 - C. Employees laid off from their classification may exercise seniority to displace a junior employee in the same or lower paying classification for which the laid off employee has the skill and ability to qualify to do the work with normal supervision but without any additional training. Such employees may exercise seniority to displace a junior employee in any higher paying job classification only if said employee has had two (2) months experience with the University in that higher paying job classification to which he/she is attempting to exercise bumping privileges.
 - D. In the case of regular seasonal reductions in the Food Service group, employees with the greatest seniority will be permitted to elect a voluntary layoff rather than continued employment during the layoff period, provided the remaining employees are able to do the work required.
 - E. When there is a decrease in a work force of a skilled trades classification, the following procedure shall be followed:
 1. In the classification which is being reduced, the employee with the least seniority in that classification will be laid off first and so on within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.
 2. Employees laid off from their skilled trades classification may exercise seniority to displace a junior employee in another skilled trades classification only if the laid off employee has had two (2) months' experience in the job in which he/she is attempting to exercise bumping privileges and if he/she has

the skill and ability to qualify to do the work with normal supervision but without any additional training.

Section 2. - Recall Procedure

- A. When the working force is increased, any employee on layoff from the unit affected will be recalled according to seniority, provided he/she is able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall, unless he/she has previously performed the higher rated job for a period of two (2) months and is able to do the work.
- B. The seniority of an employee who is recalled shall be restored as of the date of layoff.
- C. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to report to work within twelve (12) days from the date of mailing of notice of recall, he/she will be considered terminated. Extensions may be granted by the Employer in its sole discretion.

Article 18 - NEW CHANGED OR ELIMINATED JOB CLASSIFICATIONS

Section 1.

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

Section 2.

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

Section 3.

If the University creates a new job classification or substantially changes the content of an existing job classification, the Union shall have the right to negotiate a wage rate for the new or changed classification.

Section 4.

If a bargaining unit classification is eliminated or changed to a non-bargaining unit classification, the Union will be notified by the Employer in advance of any change and given the opportunity to discuss the situation. Failing to reach agreement, the matter may be referred to the grievance procedure.

Article 19 - LEAVES OF ABSENCE

Section 1. - Personal Leave

Leaves of absence up to three (3) months without pay may be granted in cases of need for those employees who have acquired seniority under this Agreement. Leaves shall not be granted for the purpose of obtaining employment elsewhere. Leaves of absence may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

Section 2. - Medical Leave of Absence

A. An employee who shall be injured or who shall become ill, and whose claim of injury or illness is supported by evidence satisfactory to the Employer, shall be granted a medical leave of absence by the Employer for the duration of the disability, up to the length of his/her seniority at the time of such illness or injury, or one (1) year, whichever is the lesser.

An employee who is granted a sick leave of absence pursuant to this section must advise the Employer in writing every three (3) months as to his/her status and when he/she can be expected to return to work. This information shall be signed by the employee's physician, if the Employer so requests.

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

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

- D. An employee who returns from a medical leave of absence within the time limit provided for in this Agreement, shall have the right to return to his/her former position.

Section 3. - Leave for Union Business

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

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

Section 4. - Maternity Leave

Maternity leave will be handled in accordance with the sick leave policy herein.

Section 5. - Union Educational Leave

Leaves of absence (with pay) will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union (including AFSCME conventions, workshops, and seminars). The number of working days allowed for this type of leave will not exceed a total of forty-five (45) days per year; these days to be allocated to all Union officials, or selected members to attend these meetings. Of this amount, the Vice President and President of the Union will be allowed ten (10) working days each for this type of leave each year.

Section 6. - Medical Dispute

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

parties. The expense of the third opinion shall be paid by the Employer.

Section 7. - Leaves of Absence - General

The employee who is on an unpaid leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Office Human Resource Development about maintaining the employee group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be approved by the administrative head and the Office of Legal Affairs. Seniority shall continue to accumulate during all leaves of absence and extensions thereof.

Article 20 - STUDENT EMPLOYEES

Section 1.

As a matter of policy, the University is committed to provide work opportunities for students who, by definition, are excluded from the bargaining unit. However, it is understood and agreed that student help will not be used to the extent that student help violates the security of the bargaining unit, as defined in Section 2, 3, and 4 below.

Section 2.

Open and filled full-time positions which become open will not be split into two (2) or more part-time positions for the purpose of providing work opportunities for University student employees, unless the position no longer needs to be a full-time position. It is understood that this commitment does not obligate the University to establish full-time positions from part-time positions.

Section 3.

Work regularly and customarily performed by an employee shall not be performed by student employees to the extent that it results in the bargaining unit employee's layoff or removal from a classification. Neither shall an employee be required to take a vacation to provide employment for a student. Students shall not perform mechanic classification work or operate power equipment of the sort identified as Grounds Worker/Operator responsibility (other than hand tools or power equipment used in or around homes) except where the student is operating the equipment as a student in a curriculum or as a helper to a bargaining unit member. If any such incident occurs, an appropriate remedy shall be agreed upon by the Employer and the union or prescribed by an arbitrator's ruling on such matter.

Section 4.

When a student employee has not been scheduled for work, he/she shall not be called to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis by extending his/her shift. If any such incident occurs, an appropriate remedy shall be agreed upon by the Employer and Union or prescribed by an arbitrator's ruling on such matter.

Section 5.

The University may require bargaining unit employees to work with and direct the work efforts of student employees. This is not to be construed to mean the bargaining unit employee are supervisors of student within the meaning of the Public Employee Relations Act. Nor will bargaining unit employees be held responsible for the job performance of students.

Article 21 - WORKING HOURS

Section 1. - Workday and Workweek

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

Section 2. - Shift Differential

Employees who work on the second and third shift shall receive, in addition to their regular pay, twenty cents (\$.20) per hour, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

Shift differential does not apply to first shift employees or extra work hours required of them; provided, however, the first shift employees who begin work prior to 5:00 a.m. will receive shift differential for all hours worked prior to 8:00 a.m.

Section 3. - Shift Hours

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

Section 4. - Rest Periods

Employees must take two (2) rest periods of not more than fifteen (15) minutes each for each eight (8) hour day of work. Rest periods will be taken at a time scheduled by the shift supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Section 5. - Wash-up Time

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

Section 6. - Call-In Pay

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

An employee who is called in to work prior to his/her scheduled starting time shall receive time and one-half the regular straight-time rate for all hours worked in advance of his/her regular shift. Such employees shall work at least a full eight (8) hour shift, including the extra call-in time, and will also be working all of their usual hours for that day if they so desire at their regular straight-time hourly rate.

Section 7. - Time and One-Half

1. Time and one-half the regular straight-time rate will be paid for all time worked in excess of eight (8) hours in an employee's workday.
2. Time and one-half the regular straight-time rate will be paid for all hours worked in excess of forty (40) hours in an employee's workweek.
3. Time and one-half the regular straight-time rate will be paid for all time worked on any of the designated holidays or during the Christmas closure. This time and one-half pay will be in addition to holiday pay.

Section 8.

For the purpose of computing overtime pay under Article 21, Section 7, paragraph 2, all hours in pay status including sick hours, vacation hours, and holiday hours, (unless the holiday falls on the employee's regularly scheduled day off) will be counted as hours worked.

If a holiday which is not worked falls on an employee's normal day off, the University shall have the option of either:

1. Scheduling the employee for an additional day off without pay in the same payroll week, immediately prior to or following the holiday, in which case the holiday shall not count as a day worked for purposes of computing overtime; or
2. Counting the holiday as a day worked for purposes of computing overtime.

Section 9.

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

Section 10. - Equalization of Overtime Hours

- A. Overtime hours shall be divided as equally as possible to within ten (10) hours among all employees in a given job classification and a given shift.

Custodial employees will have overtime equalized by shifts as follows:

5:00 a.m. - 1:30 p.m.
7:00 a.m. - 3:30 p.m.
5:00 p.m. - 1:30 a.m.
7:30 p.m. - 4:00 a.m.

In the Moving Department only, overtime shall be equalized from a list of employees who have requested to work overtime in the department. Overtime worked in the Moving Department shall not be counted on any other overtime list for purposes of equalization.

- B. An employee on vacation, sick leave of less than 30 days, funeral leave, leave of absence, personal leave, or other approved leave will be deemed to have refused available overtime and will be charged the average number of overtime hours worked during the overtime period.

An employee on sick leave of more than 30 days shall, upon return to work, be charged with the accumulated overtime hours of the lowest person on the list.

- C. An employee on vacation or personal leave may indicate in writing to his supervisor prior to his absence that he is available for overtime assignments. He may then be called for overtime.
- D. An employee who the supervisor is unable to contact after a good faith effort will be deemed to have refused available overtime and will be charged the average number of overtime hours during the overtime period. If an employee has an answering machine, management will attempt to leave a message on the machine indicating that the employee is needed for overtime.
- E. Accumulated overtime of stewards and alternate stewards will not be used in determining if overtime is properly equalized.
- F. It is understood that these guidelines do not always require that employees with the lowest amount of accumulated overtime must be assigned available overtime. It is understood that once disparities of greater than ten (10) hours develop between the employees highest and lowest in accumulated overtime, the employee(s) with the lowest accumulated overtime will be assigned the next available overtime until they are again within ten (10) hours of the employee with the highest accumulated overtime.
- G. In cases of bona fide emergency that will result in property damage or serious injury or death, the University may assign overtime in the manner appropriate to deal most effectively with the emergency, even if such assignment is not otherwise in accordance with these guidelines.
- H. Apprentices will accumulate overtime in that classification in which they are an apprentice. Separate overtime lists shall be maintained for skilled trades and apprentices in a classification unless agreed to otherwise by the employer and the union. An apprentice who becomes a skilled trades person in a classification will be assigned the highest number of accumulated overtime hours among skilled trades people in the classification.
- I. Employees who have changed job classifications will be charged with the highest number of overtime hours that exist in the new classification on their shift on the day of their transfer.

- J. The employer has the right to require employees to work overtime so long as this does not cause undue hardship to the employee.
- K. The days of work or shifts of employees will not be changed for the sole purpose of avoiding the payment of overtime pay. This Section shall not prevent the Employer from making permanent schedule changes or from adding additional bargaining unit employees even if those decisions are solely motivated by a desire to reduce overtime.
- L. Every month a copy of the overtime list for a district will be placed at the bulletin board near the time clock of the Chief Steward for the district. In addition, management shall place overtime lists for custodians in each supervisor's zone in a location designated by the Union.

Section 11.

No employee will be regularly scheduled for more than seven (7) consecutive days of work followed by at least two (2) days of rest. It is specifically recognized that this does not apply to the scheduling of overtime work for employees who are regularly scheduled to work five (5) consecutive days followed by two (2) days of rest.

Article 22 - VACATIONS

Section 1.

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

One (1) day per month or major fraction thereof from the first month of employment through the sixtieth (60th) month of employment. A "month" is defined to mean each one hundred and fifty (150) hours for which pay is received, i.e., worked hours, sick pay hours, holiday hours and vacation hours. In no event will a twelve (12) month employee be credited with more than twelve (12) months of employment in any year.

One and one-fourth (1 1/4) days per month from the beginning of the sixty-first (61st) month through the one hundred eighth (108th) month.

One and two-thirds (1 2/3) days per month after the one hundred eighth (108th) month.

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

Length of Continuous Service

Vacation

1 year through 4 years
5 years through 9 years
10 years or more

12 working days
15 working days
20 working days

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Vacations will be scheduled by supervisors at mutually convenient times, subject to the needs of the particular operation. The employer will not be arbitrary or capricious in the denial of vacation time. Seniority will be honored in ranking employee requests for particular vacation weeks. Vacations must be taken in the anniversary year following the year it accrues and are not cumulative from year to year.

Section 6.

If a holiday for which the employee is entitled to holiday pay falls within an employee's vacation, he or she will be given an additional day of vacation time to be arranged with his/her supervisor.

Article 23 - HOLIDAYS

Section 1.

Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Good Friday and Memorial Day are designated as regular holidays. For the duration of this contract, members will have off at least four (4) weekdays between Christmas Eve, Christmas and New Years with the specific schedule to be announced just prior to the holidays, and will receive the regular pay. Regular holidays falling on Sunday will be celebrated on the

following Monday. Regular holidays falling on Saturday will be celebrated on the preceding Friday.

Section 2.

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

1. Such employee is and has been on the active payroll of the University at least ten (10) calendar days immediately preceding the holiday involved as a regular, full-time employee.
2. Such employee works the full schedule of hours or is excused from his or her scheduled workday immediately preceding and his/her scheduled workday immediately succeeding the holiday involved.
3. An employee otherwise eligible for holiday pay who is on layoff will be eligible to receive holiday pay as provided for in this Article, providing the layoff began no more than ten (10) calendar days prior to the holiday. Employees who do not work during the Christmas recess while school is not in session shall also be paid for the holidays falling during this period, provided they are otherwise eligible for holiday pay.
4. An employee who is on an approved leave of absence at the time a holiday falls shall not be eligible to receive holiday pay as provided for by this Article.

Section 3.

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

Article 24. - GROUP LIFE INSURANCE

Each bargaining unit member will be provided with \$15,000 term life insurance by the University. Further, Ferris State University agrees to make extended life insurance coverage available for the bargaining unit member's spouse in amount of \$3,000 and for the bargaining unit member's children in the amount of \$2,000 for each child. The cost of extended dependent coverage is to be paid in full by the employee.

Article 25. - HEALTH INSURANCE

Section 1.

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

Section 2.

The Ferris Flex Premium Health Care Plan with a PPOM Rider and \$5.00 drug card is currently the hospital-medical insurance. Any change of insurance carriers shall be proposed and discussed with the Union at least sixty (60) days in advance of such change. Only equivalent plans may be considered.

Section 3.

The employers liability shall be limited to the prompt payment of premiums required. Employees shall be responsible for making proper application for total coverage and dependent coverage.

Section 4.

Ferris State University agrees to pay the entire cost of the Ferris Flex Plan for the duration of this contract.

Bargaining unit members who are personally covered under another health insurance program (i.e., through spouse's employer) and therefore not electing health insurance coverage will be paid the amount of the single subscriber premium of the Premium Health Plan towards the medical reimbursement plan provided in section 6.

If husband and wife are both members of this bargaining unit, one shall elect health insurance coverage and the other shall elect the medical reimbursement plan.

When appropriate, Medicare premiums will be paid on behalf of the bargaining unit member, spouse, and/or dependents.

Section 5. - Dental Insurance

A dental benefit will be provided by an insurance carrier or insurance program established by the University for full single employee coverage with the coordination of benefits, covering an 80-60-50 benefit level with a maximum of \$1,000 per person plus an orthodontic rider with a \$1,000 lifetime maximum.

Two person and family coverage shall be made available to eligible bargaining unit members at their own expense through payroll deduction.

Section 6. - Medical Reimbursement Program

Bargaining unit members not electing health insurance shall be provided the following benefits:

A check equal to the accrued single subscriber rate will be issued to eligible bargaining unit members in their bi-weekly pay checks as applicable.

Section 7.

Subject to the policies, rules and regulations set forth by the Ferris Flex Plan, employees covered by this Agreement may apply for other available riders at their own expense.

Section 8.

It is agreed that the University contribution for premium payments for health insurance and life insurance benefits will be made as follows for employees who are retained on the University seniority list, but who are off work with an approved leave of absence or because of layoff.

1. Leaves of Absence. Employees who are granted a leave of absence will have insurance benefits continue to the end of the month in which the leave of absence occurs. Thereafter, the employee on leave of absence may continue his/her insurance for a period determined by the insurance carrier by contributing the full premium on a monthly basis prior to the date the premium is due.
2. Layoff. Employees who are laid off will have insurance benefits continue to the end of the month in which the layoff occurs and for the following three (3) months. Thereafter, the laid off employee may continue his/her insurance for a period determined by the insurance carrier by contributing the full premium on a monthly basis prior to the date the premium is due.

Section 9. - Long Term Disability Insurance

The University will provide all AFSCME bargaining unit members with long-term disability insurance. The LTD benefits will begin after the termination of the employee's sick leave or 90 days after the last day worked, whichever is the later date. Benefits will be equal to 66 2/3 percent

of the employees salary, and will continue until the employee reaches age 65. Social security and workers' compensation payments will be offset against the LTD payments.

Section 10. - Vision Plan

The University will pay up to \$15 per contract year per employee toward the cost of a basic comprehensive eye examination. The University will pay to \$78 per contract year per employee toward the cost of frames and/or lenses. This benefit is only available for employees, and is not available for dependants of employees. At their option, employees may have the examination performed by the Ferris State University Optometry Clinic. Also at their option, employees may purchase frames and/or lenses at the Ferris State University Optometry Clinic. The University will pay the \$15/\$78 regardless of where the services/equipment are purchased.

Section 11.

The University and the Union shall form a committee to review methods for reducing health care costs. The committee shall be comprised of representatives from each group (bargaining and non-bargaining) which uses Ferris Flex.

Article 26. - RETIREMENT

Section 1.

The parties recognize the coverage of bargaining unit employees under the Michigan Public School Employees Retirement Fund, provided by State Law and the University will continue to assume the employee pension contribution of five percent (5%).

Section 2.

The University shall make available to all present AFSCME employees who retire after July 1, 1990, of this collective bargaining agreement group life insurance in the face amount of \$2,500 at the retiree's expense.

Article 27. - TUITION WAIVER

Section 1.

All regular full-time employees who are otherwise qualified to take college level courses may take such course offerings of Ferris State University without cost on a space available basis, i.e. during open registration. This

applies only to regular fees charged all students for enrollment for a specific number of term hours. All other special or incidental fees, such as music fees, special course fees, parking, etc., are the employee's responsibility.

Section 2.

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

- A. Prepare and submit the information requested on the appropriate Ferris State University form. The form is available at the Office of Human Resource Development.
- B. Take not more than three (3) courses or eight (8) credit hours, per quarter. One course may be taken during working hours, subject to the recommendation of the immediate supervisor concerned and the approval of the General Counsel, who will review the recommendation or denial, and consider the reasonableness of any denial due to work load conditions. Release time will be considered time without pay. However, arrangements should be made with the supervisor for makeup of such time to provide for eight (8) hours of work per workday.
- C. Complete course and return duplicate copy with copy of grade slip for filing in the employee's personnel file.

Section 3.

An employee may transfer a maximum of eight (8) credit hours per quarter to his/her spouse and/or dependent children (as defined by IRS). A spouse and/or dependent child may register for such classes on a demand basis.

Article 28. - JURY DUTY

Section 1.

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

Section 2.

Employees who work on the second or third shifts will be transferred to the day shift on those days they actually serve as jurors.

Article 29. - FUNERAL LEAVE

Section 1. - 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. An "Immediate Family member" shall include: current spouse, child, step-child, daughter-in-law, parent, sister, brother, son-in-law, grand child, grandparent, parent/grandparent of spouse, step-parent, step-brother, and step-sister.

Section 2. - 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, uncle, sister-in-law, brother-in-law, niece, nephew, step-grandparent, and any person with whom the bargaining unit member is currently making his/her home.

Extensions and/or exceptions may be made in appropriate cases by the Office of the General Counsel.

Article 30. - UNIFORMS

All bargaining unit members are required to wear University uniforms while on the job, if the University has provided them with a uniform.

The University shall select the style, type, colors, and vendor of all uniforms. Employees may select either cotton or polyester material (if available) and shall have the option of long sleeve or short sleeve shirts/blouses. Female employees may select either dresses or slacks. Every effort will be made to provide uniforms that fit.

Upon request of the bargaining unit member, the University will supply three (3) sets of uniforms each year of this contract for employees assigned to Physical Plant (except for Food Service employees working as custodians during the summer). For the duration of the current AFSCME contract, Dining Services will pay a uniform allowance to Dining Service kitchen employees of \$90.00 per year. This money will be applied toward three (3) uniforms each year.

Upon request of bargaining unit member, new employees and employees not previously outfitted will receive three (3) uniforms. The University will provide additional uniforms if the employer determines a need to do so. The

employer will not be arbitrary or capricious in the exchange of uniforms as provided herein.

Food Service Unit employees are required to wear uniforms, for reasons of state regulation and the more acute sanitary concerns inherent in their work.

All employees in the unit are required to maintain reasonable standards of appearance, grooming, and personal hygiene. The University reserves the right to implement reasonable rules concerning such matters under Article 4.2 of this Agreement.

Those employees who elect not to receive uniforms will be required to wear a University identification badge as a measure of identification.

The parties further agree that an employee shall be deemed to have been provided a uniform if on or about the previous November 22 he/she was issued a uniform.

Article 31. - SAFETY COMMITTEE

The Safety Committee shall consist of six (6) representatives (one from each Chief Steward's district and Grounds) of the Union and the local Union President, and a University representative, who shall have the authority to act on behalf of the Employer. The Union will furnish the Employer with the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This committee shall meet at least once a month during working hours, for a period not to exceed two (2) hours for the purpose of relating unsafe conditions which may exist on the campus and for making recommendations to correct them. If the safety committee feels that an investigation should be made concerning a particular safety practice, rule, or condition, then one (1) Union member will be designated by the committee to investigate and make proper recommendations to the Employer. It shall be the right of every employee to protest working in any hazardous situation or operation and such shall be subject to immediate investigation by representatives of the Safety Committee as appointed by the chairman.

Article 32. - SICK LEAVE

Section 1. - Sick Leave Credit

Each regular full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave per year to be credited at the rate of one-half (1/2) day for each fully completed biweekly payroll period with a maximum accrual of two hundred and sixty (260) working days.

Section 2.

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

Section 3.

All absences of employees due to illness or injury (non-compensable) will be debited against the employee's record regardless of whether or not his/her department absorbs his or her work or the institution provides a substitute. An employee will be considered absent if he or she fails to appear for his or her regularly scheduled duties for one-half (1/2) day or more because of illness or injury, and his/her sick leave credit will be debited for the time he or she is absent from work.

Section 4.

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

Section 5.

Whenever an employee on sick leave has used up all of his or her sick leave credit, he or she will be removed from the payroll unless a sick leave of absence has been approved.

Section 6.

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

Section 7.

In case of the death of an employee (regardless of age or length of service to Ferris State University), payment of accumulative sick leave up to one hundred (100) days shall be made to the beneficiary designated by the employee or his

or her estate. Such compensation will be made at the employee's current rate of pay.

Section 8.

An employee who during the terms of this Agreement, separates from the school's service due to age and service requirements under the Michigan Public School Employees' Retirement Act, shall be paid fifty percent (50%) of accumulated sick leave up to a maximum of one hundred (100) days. Such compensation will be made at the employee's rate of pay at time of retirement.

Section 9. - Record and Reports

- A. The Payroll Office shall maintain a sick leave record on all employees. The record shall be credited with earned sick leave credit each monthly payroll period and debited periodically as sick leave benefits are used.
- B. Employees must notify their immediate supervisor, at the earliest opportunity, when they will be off work because of illness. All such calls must be made to the immediate supervisor no later than fifteen (15) minutes after the beginning of their shift, except that calls after fifteen (15) minutes will be given consideration by management in proven extreme emergency situations. The immediate supervisor is charged with the responsibility of reporting to the Payroll Office of the University on each payroll report all absences in his or her department which are chargeable against sick leave credit. This will be the original record from which the Payroll Office will secure the information for the permanent record. In addition, each Department or Division Head shall report verbally to the Payroll Office all absences in his or her department for that day.

Section 10.

All employees who are required to be absent from work due to the serious illness of an employee's child, spouse, step-child, sister, brother, grandchild, parent, grandparent or parent of spouse shall be entitled to use up to five (5) full days of accumulated sick leave per year for this purpose. Extensions may be made at the sole discretion of the Office of the General Counsel. The requirements of Section 3 of this Article shall apply.

Article 33. - PERSONAL LEAVE DAY

An employee with at least one (1) year's seniority at the time of the effective date of this contract, and

annually thereafter, may have two (2) day's personal leave, one (1) chargeable to sick leave and one (1) not chargeable. This leave may be coupled with vacation.

For new employees, one (1) day will be accrued each six (6) months of employment. The first day will be without charge, and the second day will be charged to sick leave.

Employees must apply for personal leave at least two (2) working days before such leave is desired, except in cases of emergency. The granting of personal leave days will be routine unless an undue hardship to co-workers or the University's service will result. If a request for personal leave is denied, the reasons for such denial will be given to the effected employee in writing, if so requested.

Article 34. - LONGEVITY PAY

Section 1.

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

Section 2.

Longevity pay shall be computed as a percentage of the employee's regular, annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full-time continuous service.

Section 3.

After completion of six (6) years of continuous full-time service, measured by the hiring anniversary date, each employee shall receive annual longevity payments as provided in the schedule. Payment shall be due not later than the second pay date after the anniversary date.

Section 4.

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

Section 5.

Prorated payments on a monthly basis with one-half (1/2) or more of a month being considered as an entire month, shall be made to those employees who retire under the University retirement plan prior to their anniversary date. This also applies to those employees not under the retirement plan, but who are sixty-five (65) years of age at the time of their separation. In case of death, longevity payments shall be made to the dependent. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding anniversary date to the date of retirement, separation, or death, and shall be made as soon as practicable thereafter.

Section 6.

No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$16,044 during the first year of this contract, \$16,606 during the second year of the contract and \$17,187 during the third year of this contract. In each subsequent year, the longevity cap will increase at the same percentage rate as wages increase for this Union for that year.

Section 7. - Longevity Pay Schedule

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

Section 8.

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

Section 9.

Employees absent from work due to layoff, authorized sick leave or leave of absence for a period of more than three (3) consecutive months shall not be credited with, nor continue to accumulate continuous service for any period

thereafter, until they are returned to the Employer's active payroll (active pay status).

Article 35. - WORK BY SUPERVISORS

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

Article 36. - NINE MONTH EMPLOYMENT

Section 1.

The Employer may, at its discretion, establish nine (9) month positions in the bargaining unit. The Employer may also convert existing twelve (12) month positions to nine (9) month positions when the positions become vacant. The total number of nine (9) month employees in the bargaining unit shall not exceed 30% of the bargaining unit.

Section 2.

The employees in nine (9) month positions shall continue to receive health/dental/life insurance provided under this Agreement during the period they are not assigned any work, provided the employee pays any employee contribution toward insurance prior to the commencement of the period they are not assigned to work.

Section 3.

Vacation, sick pay, and seniority shall not accrue during the period a nine (9) month employee is not assigned to work. Such accrual shall resume upon return to work.

Section 4.

An employee working in a nine (9) month position shall not receive University pay nor unemployment compensation during the period he/she is not assigned to work.

Section 5.

There is no guarantee of summer employment however, if the University determines that there is a need for nine (9) month employees to perform summer work, the work will be offered on a seniority basis within a given classification. However, the employee must be deemed qualified by the University to perform the work available. Summer work will

be offered on an as needed basis and may be for a limited period of time.

Section 6.

All known available summer work will be posted at least thirty (30) calendar days prior to the last day of classes of the academic year.

Section 7.

The nine (9) month employment period will be from the first day of classes of the academic year to the last day of classes of the academic year.

Section 8.

All employees presently in nine (9) month positions who have a seniority date on or before October 23, 1990, shall have their positions converted to twelve (12) month positions if they so desire. An employee shall have thirty (30) days after the effective date of this Agreement to make an election or their position shall remain a nine (9) month position.

Section 9.

The language in this article applies only to nine (9) month employees. For purposes of nine (9) month employees, this article supersedes all other sections of the contract.

Section 37. - MISCELLANEOUS

Section 1. - Union Bulletin Boards

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

- notices of Union recreational and social events
- notices of Union elections
- notices of results of Union Elections
- notices of Union meetings
- notice of other matters (providing prior approval for posting is received from the General Counsel)

Section 2. - Limit on Use of Bulletin Boards

The Union shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the President of the Local Union will be advised by the Office of the General Counsel of the nature of the dispute, and the notices or bulletins in

question will be removed from the bulletin boards until the dispute is resolved.

Section 3. - Non-Discrimination

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

Section 4. - Use of Facilities

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

Section 5. - Savings Clause

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

Article 38 - NO-INTERFERENCE AND NO-LOCKOUT GUARANTEE

Section 1. - No-Interference

The Union and its officials will not cause, support, or condone, nor shall any employee or employees interrupt their service being performed nor take part in any action against or any interference with the operations of the University during the term of this Agreement.

Section 2. - No-Lockout

The University shall not conduct a lockout of the bargaining unit employees during the term of this Agreement.

Article 39. - DURATION OF AGREEMENT

Section 1.

This Agreement shall continue in full force and effect until 11:59 p.m. on November 21, 1994.

Section 2.

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination.

Section 3.

If neither party gives notice of amendment as provided, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 4.

Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, in Lansing, Michigan, and if to Management, at its address in Big Rapids, Michigan, or to any such address as the Union or the Management may make available to each other.

FOR AFSCME - LOCAL 1609

FOR FERRIS STATE UNIVERSITY

Charles A. Baker
Mary E. Derriving
Bonnie L. Murchick
Jon Schooley
Roger Smith *commit #*

John Butta
Walter E. Lucke
Gary L. Davone
[Signature]
[Signature]
Mario Stella Swift

Year 1
 AFSCME Nov. 22, 1991 through Nov 21, 1992

Classification	Start	INC
		3.50%
		1 Year of
		Bargaining Unit
		Seniority
Food Service Worker I	7.88	8.83
Salad Maker I	8.48	9.55
Salad Maker II	9.06	10.14
Cook I	8.48	9.55
Cook II	9.06	10.14
Baker I	8.48	9.55
Baker II	9.06	10.14
Food Production System Coordinator	9.06	10.14
Food Service Grill Room		
Attendant I	8.48	9.55
Food Service Grill Room		
Attendant II	9.06	10.14
Locker Room Attendant	8.66	9.69
Custodian	8.66	9.69
Custodial - Maintenance		
Worker (Pool)	9.33	10.43
Vehicle Maintenance Worker	9.33	10.43
Grounds Worker	8.66	9.70
Grounds Worker/Operator	9.06	10.16
Grounds Worker Specialist	9.46	10.58
Dish Machine Operator	8.66	9.69
Custodian/Inventory Stockroom		
Coordinator	9.78	10.87
Food Service Stockroom		
Coordinator	9.23	10.36
Bus Driver	9.47	10.59
Stockroom Coordinator	9.55	10.75
Receiving Coordinator	9.94	11.08
Mail Coordinator	9.73	10.87
Moving Coordinator	9.73	10.87
Stockroom Coordinator -		
Central Stores	9.73	10.87
Journey Carpenter	11.21	12.62
Journey Locksmith/Carpenter	11.21	12.62
Journey Electrician	11.21	12.62
Journey Plumber	11.21	12.62
Journey Painter	11.21	12.62
Journey HVAC	11.21	12.62
Journey Vending	11.21	12.62
Journey Auto Mechanic	11.21	12.62
Journey Power Plant Operator	11.21	12.62
Journey Elevator Mechanic/		
Electrician	12.07	13.52
Master Electrician	12.07	13.52
Master Plumber/Steamfitter	12.07	13.52
Power Plant Operator	12.07	13.52

Year 2
AFSCME Nov. 22, 1992 through Nov 21, 1993

Classification	Start	1 Year of Bargaining Unit Seniority	INC
			3.50% 2 Years of Bargaining Unit Seniority
Food Service Worker I	7.88	8.83	9.14
Salad Maker I	8.48	9.55	9.89
Salad Maker II	9.06	10.14	10.50
Cook I	8.48	9.55	9.89
Cook II	9.06	10.14	10.50
Baker I	8.48	9.55	9.89
Baker II	9.06	10.14	10.50
Food Production System Coordinator	9.06	10.14	10.50
Food Service Grill Room Attendant I	8.48	9.55	9.89
Food Service Grill Room Attendant II	9.06	10.14	10.50
Locker Room Attendant	8.66	9.69	10.03
Custodian	8.66	9.69	10.03
Custodial - Maintenance Worker (Pool)	9.33	10.43	10.80
Vehicle Maintenance Worker	9.33	10.43	10.80
Grounds Worker	8.66	9.70	10.04
Grounds Worker/Operator	9.06	10.16	10.52
Grounds Worker Specialist	9.46	10.58	10.95
Dish Machine Operator	8.66	9.69	10.03
Custodian/Inventory Stockroom Coordinator	9.78	10.87	11.25
Food Service Stockroom Coordinator	9.23	10.36	10.72
Bus Driver	9.47	10.59	10.96
Stockroom Coordinator	9.55	10.75	11.13
Receiving Coordinator	9.94	11.08	11.47
Mail Coordinator	9.73	10.87	11.25
Moving Coordinator	9.73	10.87	11.25
Stockroom Coordinator - Central Stores	9.73	10.87	11.25
Journey Carpenter	11.21	12.62	13.06
Journey Locksmith/Carpenter	11.21	12.62	13.06
Journey Electrician	11.21	12.62	13.06
Journey Plumber	11.21	12.62	13.06
Journey Painter	11.21	12.62	13.06
Journey HVAC	11.21	12.62	13.06
Journey Vending	11.21	12.62	13.06
Journey Auto Mechanic	11.21	12.62	13.06
Journey Power Plant Operator	11.21	12.62	13.06
Journey Elevator Mechanic/ Electrician	12.07	13.52	13.99
Master Electrician	12.07	13.52	13.99
Master Plumber/Steamfitter	12.07	13.52	13.99
Power Plant Operator	12.07	13.52	13.99

Year 3
AFSCME Nov. 22, 1993 through Nov. 21, 1994

Classification	Start	INC 3.50%		
		1 Year of Bargaining Unit Seniority	2 Years of Bargaining Unit Seniority	3 Years of Bargaining Unit Seniority
Food Service Worker I	7.88	8.83	9.14	9.46
Salad Maker I	8.48	9.55	9.89	10.23
Salad Maker II	9.06	10.14	10.50	10.87
Cook I	8.48	9.55	9.89	10.23
Cook II	9.06	10.14	10.50	10.87
Baker I	8.48	9.55	9.89	10.23
Baker II	9.06	10.14	10.50	10.87
Food Production System Coordinator	9.06	10.14	10.50	10.87
Food Service Grill Room Attendant I	8.48	9.55	9.89	10.23
Food Service Grill Room Attendant II	9.06	10.14	10.50	10.87
Locker Room Attendant	8.66	9.69	10.03	10.38
Custodian	8.66	9.69	10.03	10.38
Custodial - Maintenance Worker (Pool)	9.33	10.43	10.80	11.18
Vehicle Maintenance Worker	9.33	10.43	10.80	11.18
Grounds Worker	8.66	9.70	10.04	10.39
Grounds Worker/Operator	9.06	10.16	10.52	10.89
Grounds Worker Specialist	9.46	10.58	10.95	11.33
Dish Machine Operator	8.66	9.69	10.03	10.38
Custodian/Inventory Stockroom Coordinator	9.78	10.87	11.25	11.64
Food Service Stockroom Coordinator	9.23	10.36	10.72	11.10
Bus Driver	9.47	10.59	10.96	11.34
Stockroom Coordinator	9.55	10.75	11.13	11.52
Receiving Coordinator	9.94	11.08	11.47	11.87
Mail Coordinator	9.73	10.87	11.25	11.64
Moving Coordinator	9.73	10.87	11.25	11.64
Stockroom Coordinator - Central Stores	9.73	10.87	11.25	11.64
Journey Carpenter	11.21	12.62	13.06	13.52
Journey Locksmith/Carpenter	11.21	12.62	13.06	13.52
Journey Electrician	11.21	12.62	13.06	13.52
Journey Plumber	11.21	12.62	13.06	13.52
Journey Painter	11.21	12.62	13.06	13.52
Journey HVAC	11.21	12.62	13.06	13.52
Journey Vending	11.21	12.62	13.06	13.52
Journey Auto Mechanic	11.21	12.62	13.06	13.52
Journey Power Plant Operator	11.21	12.62	13.06	13.52
Journey Elevator Mechanic/ Electrician	12.07	13.52	13.99	14.48
Master Electrician	12.07	13.52	13.99	14.48
Master Plumber/Steamfitter	12.07	13.52	13.99	14.48
Power Plant Operator	12.07	13.52	13.99	14.48

FOOD SERVICE

Chief Steward
Chief Steward Alternate

Districts:

Knollcrest
Steward
Steward Alternate

South
Steward
Steward Alternate

Southwest
Steward
Steward Alternate

Masselink
Steward
Steward Alternate

Rankin Center
Steward
Steward Alternate

CLEANING SERVICE

Chief Steward
Chief Steward Alternate

Districts:

East Masselink, West Masselink, Carlisle, Helen Ferris and
Custodian/Inventory Stockroom Coordinator
Steward

Rankin Center, Clark, Vandercook and Hallisy
Steward

Taggart, Pickell, Ward and Miller
Steward

Brophy, McNerney, Merrill and Travis
Steward

Cramer and Bishop
Steward

Puterbaugh, Henderson, South Bond and North Bond
Steward

Health Center, Library, Locker Room Attendants and Custodial
- Maintenance Worker
Steward

First Shift Custodians who work 5 a.m. - 1:30 p.m.
Steward
Alternate Steward

Chief Steward 5 p.m. - 1:30 a.m.

Alumni, M.R.P.C., Prakken, Science, Starr, T & I and T & I
Annex, West
Steward

Audio Visual, Business, Johnson Hall, Music, Rankin, Swan,
HPE and Plastics Technology
Steward

Allied Health, Pennock, Creative Arts Center,
Learning/Living Center, Pharmacy, Bishop, General Services
Building, Sports Complex, and HET
Steward

All Food Centers, Rankin, Knollcrest, South, Southwest, West
and Masselink
Steward

5 p.m. Float Crew
Steward
Alternate Steward

PHYSICAL PLANT

Chief Steward
Alternate Steward

Grounds
Steward
Alternate Steward

Electricians, Bus, Garage, Auto Mechanics
Steward
Alternate Steward

Boiler Operators, H.V.A.C. and Vending
Steward
Alternate Steward

Painters
Steward

Plumbers
Steward
Alternate Steward

Clerks
Chief Steward

Carpenters, Locksmith and Moving
Steward
Alternate Steward

INDEX

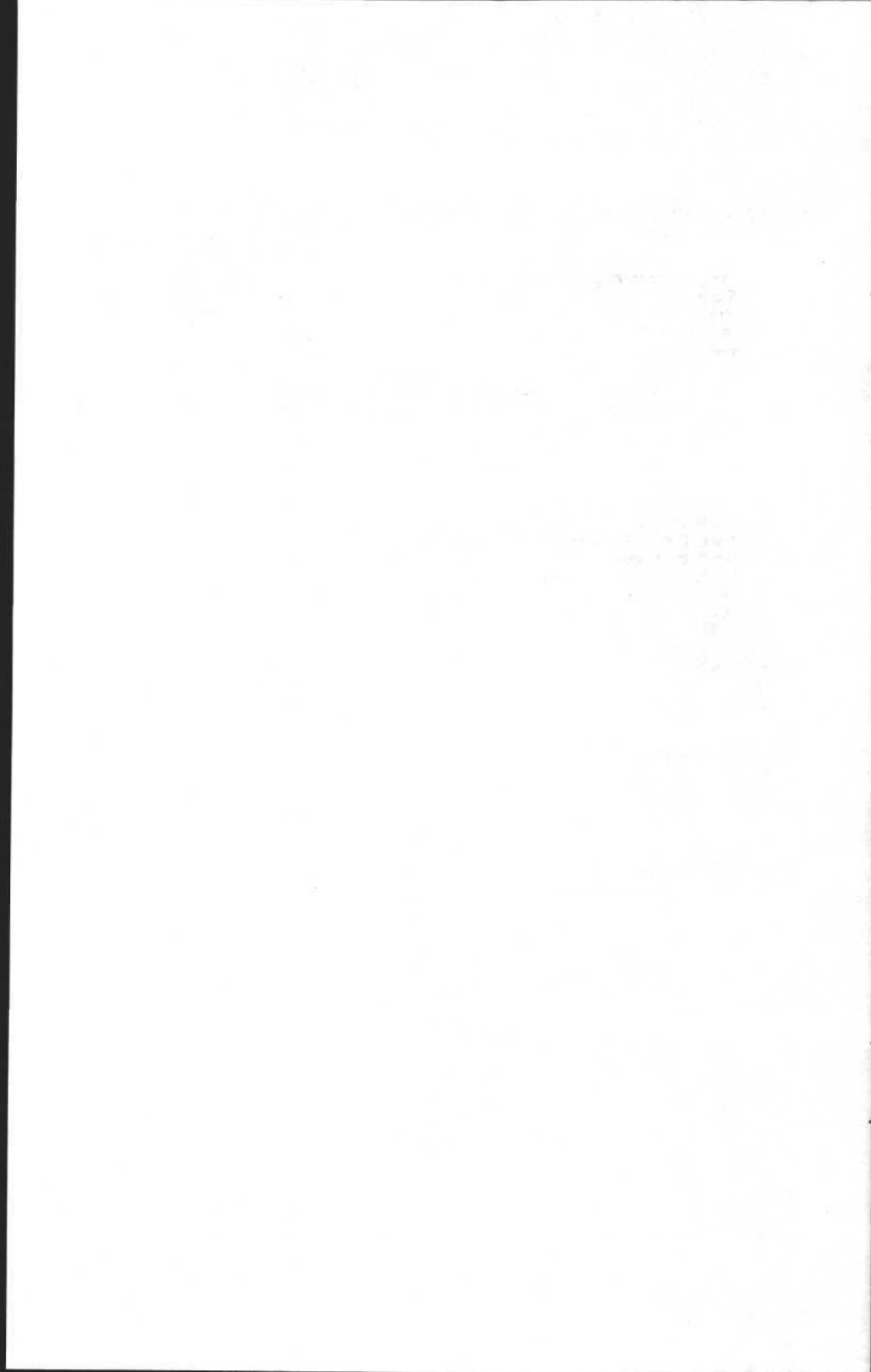
	<u>Page</u>	<u>Article/Section</u>	
Agency Shop Provision	5	7	1
Aid to Other Unions	5	6	
Arbitration	12-13	11	4
Call-in Pay	28	21	6
Classification (with pay rates)	42-44	34	1-9
Check-Off Form	6	8	2
Deductions	6	8	3
Definition - Day	10	11	2
Definition - Grievance	10	11	2
Definition - Probationary Employee	10	11	2
Definition of Terms	2	3	
Delivery of Additional Check-Off Forms ..	7	8	6
Delivery of Executed Authorization of Check-Off Form	7	8	4
Dental Insurance	34-35	25	5
Discharge or Discipline	13-14	12	
Discharge or Discipline Layoff	13-14	12	2-4
Duration of Agreement	46-47	39	
Employees Covered	1-2	2	1
Employee and Employees	2	3	1
Equalization of Overtime Hours	29-31	21	10-11
Funeral Leave	38	29	
Funeral Leave-Immediate Family Members....	38	29	1
Funeral Leave-Other Family Members.....	38	29	2
Grievance and Arbitration Procedure	10-13	11	
Grievance Steps and List of Arbitrators ..	11-13	11	4
Grievance Time Limits and Probationary Employees.....	10-11	11	3
Group Life Insurance	33	24	
Health Insurance	34-36	25	
Holidays	32-33	23	
Introduction-Grievance and Arbitration....	10	11	1
Job Posting, Bidding, Transfers and Shift Preference	16-21	16	
Job Posting and Bidding	16-18	16	1
Jury Duty	37	28	
Layoff and Recall	21-23	17	
Leave for Union Business	25	19	3
Leaves of Absence	24-26	19	
Leaves of Absence - General	26	19	7
Limit of Employer's Liability	7	8	9
Limit on Use of Bulletin Boards	45-46	37	2
Long-Term Disability Insurance	35-36	25	9
Longevity Pay	42-44	34	
Longevity Pay Schedule	43-44	34	7
Loss of Seniority	15	14	

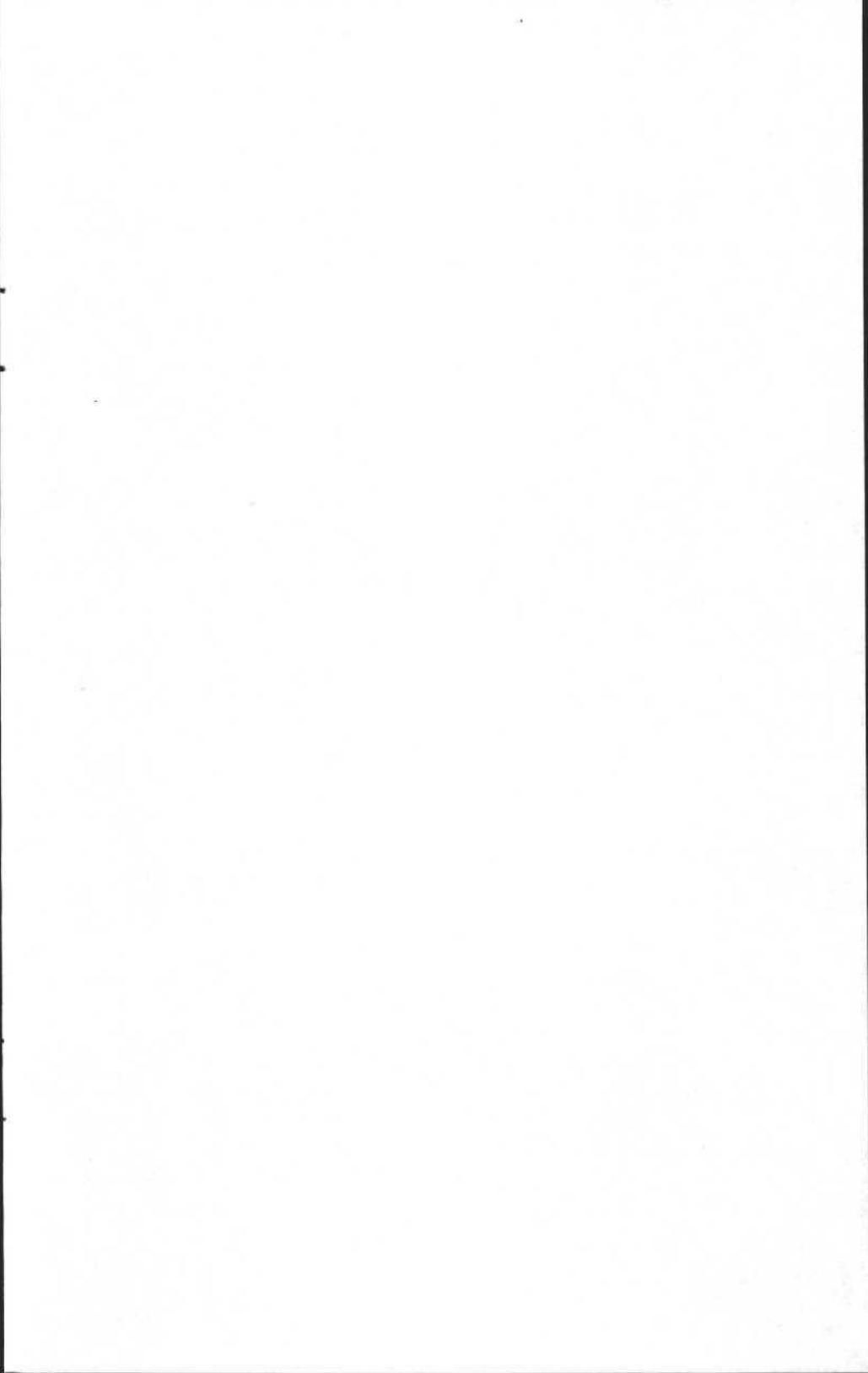
INDEX

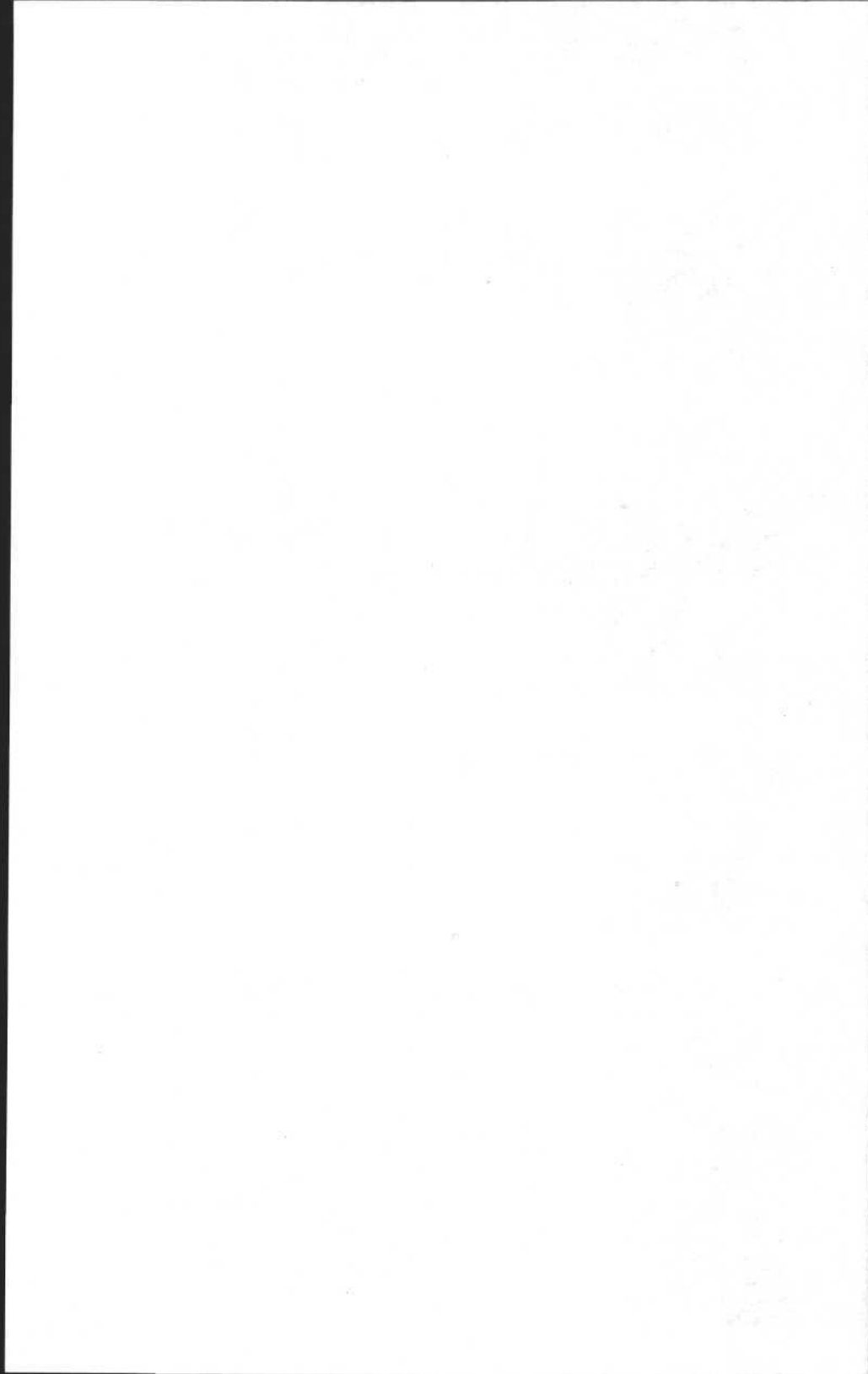
	<u>Page</u>	<u>Article/Section</u>	
Management Rights	3-4	4	
Maternity Leave	25	19	4
Medical Dispute	25-26	19	6
Medical Leave of Absence	24-25	19	2
Medical Reimbursement Program	35	25	6-8
Miscellaneous	45-46	37	
New, Changed or Eliminated Job Classification	23-24	18	
Nine Month Employment.....	44-45	36	
No-Interference and No-Lockout Guarantee .	46	38	
No-Interference	46	38	1
No-Lockout	46	38	2
Non-Discrimination	46	37	3
Number of Representation Districts	8	9	1-6
Other Agreements	4	5	
Overtime Scheduling (rate of pay)	28-31	21	6-11
Payment of Check-off or Direct to the Union	6	8	1
Personal Leave	24	19	1
Personal Leave Day	41-42	33	
Pre-Arbitration Conference	11-12	11	4
Probationary Employees	14	13	2
Purpose and Intent	1	1	
Recall Procedure	23	17	2
Recognition	1-2	2	
Record and Reports	41	31	9-10
Refunds	7	8	7
Remittance of Dues to Secretary-Treasurer.	7	8	8
Requirements of Union Membership	5-7	7	1-4
Rest Periods	28	21	4
Retirement	36	26	
Rules	3	4	2
Safety Committee	39	31	
Savings Clause	46	37	5
Seniority	14	13	
Seniority Defined	14	13	1
Seniority Lists	14	13	3
Seniority of Union Officials	15-16	15	
Shift Differential	27	21	2
Shift Hours	27	21	3
Sick Leave	39-41	32	
Sick Leave Credit	39-41	32	1-8
Sick Leave Pay Out	40-41	32	7
Skilled Trades	21	16	6
Special Conferences	9-10	10	
Student Employees	26-27	20	
Subcontracting	3-4	4	3

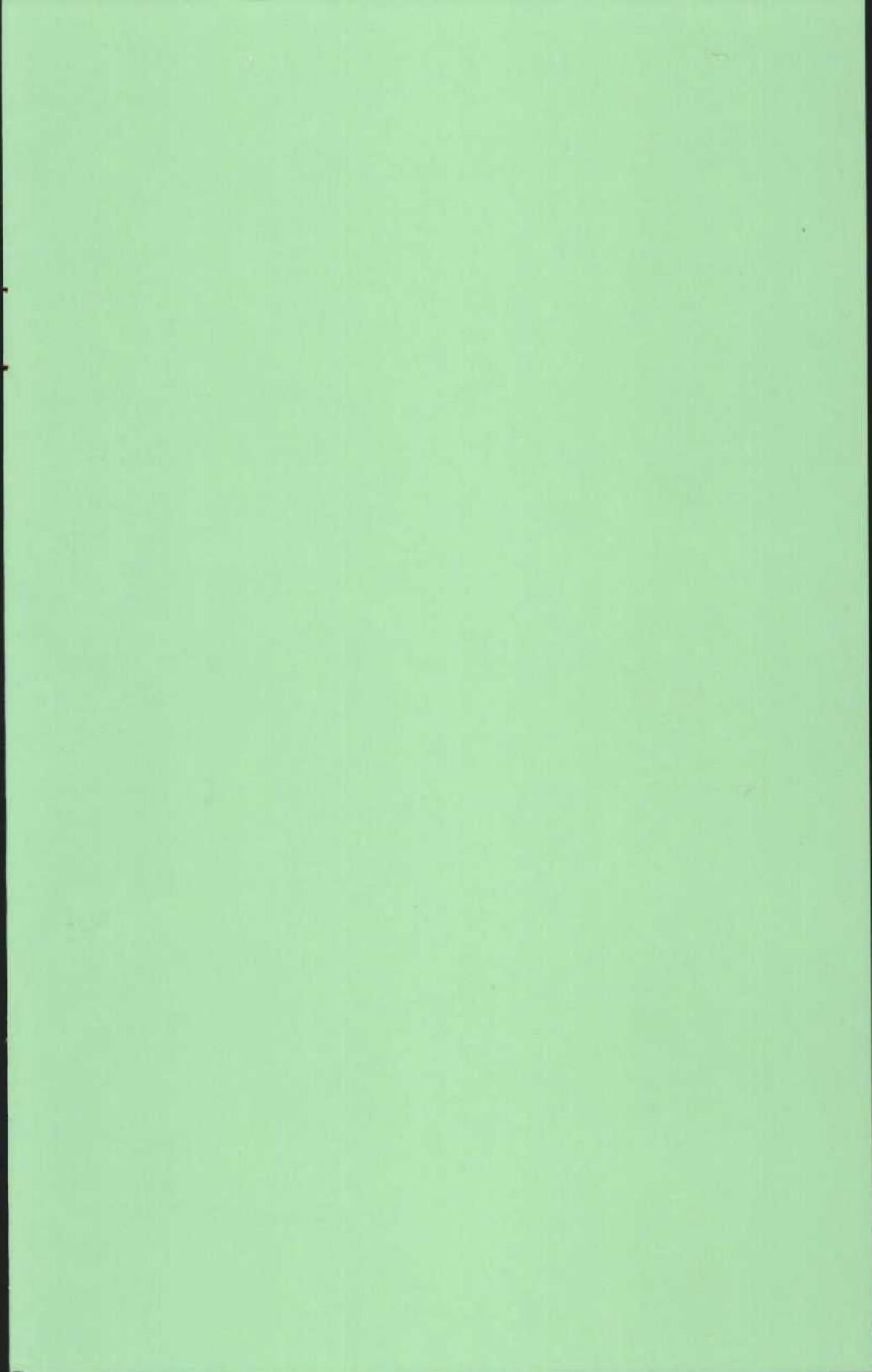
INDEX

	<u>Page</u>	<u>Article/Section</u>	
Temporary Assignments	19	16	2
Time and One-Half	28-29	21	7-9
Transfers	18-21	16	2-5
Tuition Waiver	36-37	27	
Uniforms	38-39	30	
Union Bulletin Boards	45	37	1
Union Dues and Initiation Fees	6-7	8	
Union Education Leave	25	19	5
Union Representation	8-9	9	
Union Security	5-6	7	
Use of Facilities	46	37	4
Vacations	31-32	22	
Vision Plan	36	25	10-11
Wash-up Time	28	21	5
When Deductions Begin	7	8	5
Work by Supervisors	43	35	
Workday and Workweek	27	21	1
Working Hours	27-31	21	









FSU is an Affirmative Action/Equal Opportunity Institution