

**FSU & CTA, MEA-NEA
2013-2018**



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

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AGREEMENT

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

Article 1 - RECOGNITION

Section 1.1

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

Section 1.2

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

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

Article 2 - THE BARGAINING UNIT

Section 2.1

The bargaining unit is defined as:

- A. All office and clerical technical employees.
- B. All telephone operators and testing technicians.
- C. Excluding:
 - 1. Secretaries in the Office of Human Resources (hereinafter HR), and the secretary(s) to each of the following officers: President, Vice Presidents, Assistant Vice Presidents, Associate Vice Presidents and the Assistant to the President.
 - 2. Supervisors as defined by the Michigan Employment Relations Commission.
 - 3. Students on the student payroll.
 - 4. Assistant to the Controller; Secretary to the General Counsel; Electronic Technician and Technician Specialist are also excluded from the bargaining unit.
 - 5. Employees historically excluded from the bargaining unit.

- D. Any positions excluded from the bargaining unit by section 2.1.C. may be contested by the Association to the Michigan Employment Relations Commission as having been improperly excluded pursuant to Michigan Law.

Article 3 - EMPLOYEE RIGHTS and RESPONSIBILITIES

Section 3.1.

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

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

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

Section 3.2 - Classification Descriptions/Evaluations

A. Classification Description

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

B. Employee Evaluation

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

- C. The University shall use one uniform evaluation form for all members of the bargaining unit. This evaluation form shall consist of a rating on the following criteria, based upon a review of the responsibilities outlined in the employee's position description:

1. **Quantity of work:** Achievements from personal effort and completion of assignments.
2. **Quality of work:** Accuracy, thoroughness, usability, and dependability.
3. **Job Knowledge:** Understanding of objectives, duties and responsibilities gained through education, training and experience.
4. **Initiative and Organization:** Ability to be self-starting, efficient, resourceful and creative toward job objectives, duties and responsibilities.
5. **Attitude and cooperation:** Ability and willingness to cooperate with supervisors, co-workers and others, follow directions and rules, accept constructive criticism and exhibit good judgment.
6. **Dependability:** Regularity of attendance, punctuality, and attention to use of rest periods. Also meets deadlines.
7. **Capacity to develop:** Potential to develop skills, improve job performance and assume more responsibility.

8. A minimum overall rating: Satisfactory, needs improvement and unsatisfactory.

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

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

Section 3.2.1 - Probationary Employment

All new employees are placed on a probationary status at the beginning of his/her employment, until they have completed sixty (60) workdays following the first day of work for the University (a day will consist of 6 or more work hours). This probationary status constitutes a probationary period during which the supervisor assesses quality and quantity of work, initiative, ability, attitude and work habits to determine the probationary employee's proficiency in the position and acceptability as a University employee.

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

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

Section 3.2.2 - Discipline

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

Section 3.2.3 - Written Evaluation

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

Section 3.3 - Just Cause

New employees who have completed their probationary period shall not be disciplined, discharged or reduced in rank or compensation without just cause. Bargaining unit members who have accepted a position under Article 16 shall not be disciplined or discharged without just cause during and after the thirty (30) workday trial period.

Section 3.3.1 - Disciplinary Hearing

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

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

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

Section 3.4 - Personnel File

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

Article 4 - MANAGEMENT'S RIGHTS

Section 4.1

Nothing in this Agreement shall be determined to limit or curtail the University in any way in the exercise of its rights, powers, and authority which the University had prior to November 1, 1971 or subsequently, pursuant to law, unless and only to the extent that specific provisions of the Agreement curtail or limit such rights, powers, and authority.

The Association recognizes that the University's rights, powers, and authority include, but are not limited to, the right to manage the University, to determine the amount of supervision required, to direct, select, promote, decrease and increase the work force, the right to make all plans and decisions on all matters involving the administration of the University, and the right to introduce new and improved methods and facilities, and to change existing methods and facilities, to maintain discipline and efficiency of employees, determine the qualification of employees, and regulate quality and quantity of work. The Association reserves the right to grieve when action taken by the University under this paragraph is contrary to the purpose of this Agreement or to a limitation of such University rights contained in this Agreement.

Section 4.2

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

Section 4.3 - Rules and Regulations

The University may make reasonable rules and regulations not in conflict with this Agreement as it may from time to time determine best for the purpose of maintaining order, safety, and/or effective operations, and put such into effect after advance notice to the Association.

Article 5 - WRITTEN AGREEMENTS

Section 5.1 - Past Practice

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

Section 5.2

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

Section 5.3

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

Section 5.4

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

Article 6 - UNIVERSITY-ASSOCIATION SPECIAL CONFERENCES

Section 6.1

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

Section 6.2

The University agrees to negotiate with the accredited representatives of the Association, who shall be chosen by the Association, for the settlement of any dispute or grievance arising under this Agreement. Each party to this Agreement shall notify the other in writing of the names of its representatives.

Article 7 - ASSOCIATION REPRESENTATION

Section 7.1 - Notice

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

Section 7.2 - Supervisory Notice

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

Section 7.3 - Association Days

A total of twenty (20) workdays per year shall be provided, without cost, for the Association representation to attend training sessions and conferences and official meetings of the Local, State and National Association. In addition, each bargaining unit member will be given two (2) hours of release time per year to be used for Association business. Such days shall not be used for any activity described in Section 9.1. Specific days and individuals shall be determined by the Association President.

Section 7.4 - Use of Facilities

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

Section 7.5 - Meeting Times

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

Section 7.6 - Posting Notices/Bulletin Boards

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

Section 7.7 - Board Minutes

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

Section 7.8 – CTA Membership Dues Deduction

CTA members may authorize the Employer, by executing the proper forms, to make a prorated automatic payroll deduction on consecutive pay periods for CTA dues. The Employer will have no obligation to deduct or remit the dues payable for the account of any member for any pay date where his/her withholding authorization reaches the Payroll Office later than the pay ending date for each pay period one (1) week prior to each pay date. With respect to all sums deducted by the University pursuant to this Article, the University agrees promptly to disburse said sums directly to the Association.

The CTA and/or the MEA-NEA will indemnify the Employer against all liability the Employer may incur by reason of any dues deduction or remittance pursuant to this paragraph.

Article 8 - GRIEVANCES

Section 8.1 - General

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

Section 8.2 - Definition - Day

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

Section 8.3 - Flow

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

Section 8.4 - Procedure - Individual Grievance

Step 1 (Immediate Supervisor)

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

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

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

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

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

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

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

Step 3 (Office of the General Counsel)

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

Following receipt, a meeting must be held with the grievant, the representative of the Association and the Office of the General Counsel or its designee, within ten (10) days. The Office of the General Counsel or its designee shall respond in writing within fourteen (14) calendar days from the date of the meeting.

Step 4 (Arbitration)

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

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

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

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

Section 8.5 - Procedure - Association Grievances

This section is only applicable to grievances arising under paragraph 8.1.C. (Association grievance). Within twenty (20) days of the time a grievance might reasonably be known, the Association shall discuss it, identifying it as a grievance under 8.1.C., with the General Counsel or its designated representative. If the grievance is not resolved, it shall be reduced to writing and presented to the General

Counsel within five (5) working days of the above referenced discussion or the expiration of the twenty (20) days, whichever is longer.

The Office of the General Counsel or its designated representative shall respond in writing not later than fourteen (14) calendar days after receipt.

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

Article 9 - NO STRIKE

Section 9.1

The Association, its officers, agents, affiliates, members and employees agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycott, or any act that interferes with the University's operations. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any remedy under law for such violation.

Section 9.2

Nothing in this section shall preclude any right which the University has to take disciplinary action including discharge against any activity listed in 9.1 of this section. Action taken by the University under this section is subject to the grievance procedure.

Article 10 - HOURS OF WORK

Section 10.1 - Payroll Week

The payroll week shall begin at 12:01 A.M. Sunday and end at 12:00 midnight on the following Saturday. The basic workweek shall normally consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for employees on shift, approved flex time schedules or special schedule. Non-paid lunch period shall not be construed as a violation of this paragraph.

Section 10.2 - Overtime/Compensatory Time

The supervisor and employee shall determine in advance whether overtime pay or compensatory time is to be granted. If overtime pay is elected, time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday or in excess of forty (40) hours in any one workweek. Time and one-half shall be paid for all hours worked on Sunday. (Also refer to Section 22.5)

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

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

Employees may accumulate up to eighty (80) hours of compensatory time in a bank within a six (6) month period. Unused accumulated compensatory time will be paid to the employee at the employee's current overtime rate each December and June.

Employees who terminate their service with the University will be paid for accumulated compensatory time, at their then current rate of pay.

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

Section 10.3 - Work Schedule

The University reserves the right to establish starting and quitting times. The Association President and the bargaining unit member involved will be notified fourteen (14) calendar days in advance of any changes in work schedule, except in cases of emergency, or unless mutually agreed to otherwise between the employee and supervisor.

Section 10.3.1 - Flexitime

1. PROCEDURES

PARAMETERS:

University Regularly Scheduled Operating Hours:

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

Core Hours:

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

2. REGULATIONS

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

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

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

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

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

SAMPLE WORK SCHEDULES:

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

Section 10.4 - Overtime Pyramiding

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

Section 10.5 - Breaks

Employees will be granted a fifteen (15) minute rest period each day in the morning and fifteen (15) minute rest period each day in the afternoon. Such periods will be paid for at the employee's regular straight time rate and shall not result in lengthening the workday. The time for rest periods shall be strictly enforced. Employees are also granted an unpaid lunch period of one (1) hour each day except where approved special schedules provide otherwise.

Section 10.6 - Alternate Work Schedule

If an employee requests an alternate work schedule, his/her supervisor will review the request. Schedules may vary on a day-to-day basis. A permanent change in a work schedule, however, may not be made until specific concurrence is received from HR.

Section 10.7 - Extreme Weather

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

Section 10.8 - Shift Hours

A. Shift Hours

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

Article 11 - SENIORITY

Section 11.1 - Definition

Seniority is defined as length of continuous service with the University, as a bargaining unit member, since the most recent date of hire. No seniority accrues until an employee has completed the probationary period provided by this agreement. Upon completion of the probationary period, seniority shall date back to the most recent date of hire, or, if Section 11.6. is applicable, to the most recent date of re-entry into the bargaining unit.

Seniority during an approved leave of absence, or in the event of non-payment of dues, is determined under Article 19.

Section 11.2 - Seniority List

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

Section 11.3 - Quarterly Update

After the initial distribution and agreement as to the correctness of the seniority list, the University will provide the seniority list to the Association President during each quarter of the year. The list will be provided by January 10, April 10, July 10, and October 10, or the first business day following.

Section 11.4 - Probation

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

Section 11.5 - Identical Seniority Dates

When two or more employees have identical seniority dates:

For employees with a seniority date on or before September 30, 2002, sequential numbers, beginning with "1", equal to the number of employees will be placed in a container and each employee will draw a number. The lower numbers will be the more senior.

For employees hired on or after October 1, 2002, the last four (4) digits of the affected employee's social security number will be used to determine seniority, with the higher number having the most seniority.

The tie breaking process shall be conducted by HR with the participation of the Association President.

Section 11.6 - Leaving the Bargaining Unit

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

Section 11.7 - Super Seniority

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

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

Article 12 - LOSS OF SENIORITY

Section 12.1 - Causes

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

1. Quits or retires.
2. Is discharged for just cause.
3. Is absent for three (3) consecutive workdays without notification to the University and/or without justifiable reason for the absenteeism.
4. Does not return to work when recalled from layoff as set forth in the recall procedure.
5. Does not return to work after a sick leave of absence for the period of one (1) year or the employee's seniority, whichever is less under Article 20.

Section 12.2 – Notice of Resignation

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

Article 13 - LAYOFF

Section 13.1- General

The University is hopeful of maintaining full employment of bargaining unit members; however, a decrease in the number of persons employed may need to be implemented for a variety of reasons, and at the sole determination of the University. To that end, the Office of Human Resources will call a special conference, pursuant to Article 6, prior to the implementation of the layoff of bargaining unit members. The purpose of the special conference will be to inform Association representatives of the contemplated decrease in the work force and to receive input regarding possible alternatives.

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

If the workweek is reduced, those with reduced hours may bump into 40 hour positions under 13.4 B.

Section 13.2 - Order of Layoff

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

1. All part-time clerical employees or temporary clerical employees in the department.
2. Probationary employees in the department.
3. Full-time bargaining unit members in the classification being reduced, provided that the remaining employees in the department are qualified and presently capable of performing the work in the department.
4. In the event a bargaining unit member is laid off and a part-time employee is retained, upon request by the Association, the University will explain the basis for its decision.
5. However, no full-time existing position will be changed to two (2) or more part-time positions, nor shall part-time employees be used to eliminate existing regular bargaining unit positions, provided that nothing prohibits or limits the University from using either temporary part-time or temporary full-time employees.

Section 13.3 - Notice of Layoff

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

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

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

Individual notice of layoff shall be made by personal communication from HR and/or their supervisor and by certified mail to the employee's address maintained in HR.

Section 13.4 - Layoff Options

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

- A. Bid for vacancy - To apply for a vacancy posted pursuant to Article 15. However, a member who has been given a notice of layoff may fill a vacancy for which they are qualified prior to consideration of other candidates only upon mutual agreement between the University and Association.
- B. Bump - To bump into a bargaining unit classification with the same or lower top pay rate, subject to the following:
 1. General - The laid off employee must
 - a. meet the qualifications set forth in the job description.
 - b. within thirty (30) workdays in the position, satisfactorily perform the duties of the position after orientation without additional training.
 - c. be senior to the person (s)he is bumping.
 - d. bump in the following order:
 1. The least senior person in the same classification or in another classification with the same top pay rate.
 2. The least senior person in classifications with successively lower top pay rates ("lower classification").

3. Provided that, where the least senior person is employed at a campus more than 50 miles away, the laid off employee may either bump the least senior person at the distant campus or bump the next least senior person, in the above order, employed at the same campus.

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

3. If an employee who bumps into a classification other than that occupied at the time of layoff does not satisfactorily perform within thirty (30) workdays in the position to which (s)he has bumped, (s)he shall be returned to layoff without recourse under 13.4, subject to recall.

4. An employee who bumps into the same classification occupied at the time of layoff may elect to return to layoff within fifteen (15) workdays in the position to which (s)he has bumped, in which event (s)he shall be returned to layoff without recourse under 13.4, subject to recall.

C. Accept layoff.

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

Section 13.5 - Notice of Bump

A. An employee shall receive at least fifteen (15) workdays notice of being bumped by personal communication from HR and/or their supervisor and by certified mail to the address in HR.

B. Within five (5) workdays of notice of being bumped, the employee shall notify HR in writing as to which option in paragraph 13.4 (s)he will elect.

Section 13.6 - Layoff Benefits

A laid off employee will receive a tuition waiver of up to 16 course credit hours to be used within one (1) year of the effective date of layoff and as outlined in article 26 (Tuition Waiver). Further, the University shall pay its portion of the MESSA-PAK premium for the month immediately following the month in which the employee is laid off.

Article 14 - RECALL FROM LAYOFF

Section 14.1 - Eligibility

Employees on layoff for not more than twenty-four (24) months will be recalled in order of seniority, first to their classification and second to vacancies in other classifications with a top pay rate the same or lower than that from which they were laid off, for which they have the present skill and ability to perform.

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

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

An employee recalled to a classification different than that from which (s)he was laid off shall have thirty (30) workdays to demonstrate that (s)he is capable of satisfactorily performing the job. If, at the end of the thirty (30) workdays, the University determines that (s)he is not satisfactorily performing the job, (s)he shall be laid off without reference to Article 13. Such employee shall then have thirty (30) workdays added to the length of time they are entitled to remain on the recall list.

Section 14.1.1 - Notification

Notification of recall shall be by certified mail, addressed to the address provided by the employee to HR. Failure to return as directed in the recall notice, which will not be less than ten (10) working days of the date of first attempted delivery, unless otherwise mutually agreed upon before the recall, shall result in the employee being considered a voluntary quit, unless there is a reason satisfactory to the University for failing to respond or agree.

Article 15 - JOB POSTING AND TRANSFERS

Section 15.1 - Job Posting

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

Section 15.1.1 - Bidding/Selection

1. Applicants for vacancies must notify HR in writing within the posting period. All applicants and any bargaining unit member who applies, will be evaluated based upon their qualifications.
2. Qualifications of applicants will be referred to and evaluated by the department where the vacancy exists, and further reviewed by Equal Opportunity, to determine that the applicants meet the qualifications of job postings. A list of all applicant names, also identifying CTA members, will be electronically sent to the CTA President by HR within five (5) work days of the review by Equal Opportunity. If there are five (5) or fewer qualified applicants, all will be interviewed. If there are more than five (5) qualified applicants, the five most senior CTA applicants will be interviewed plus any other applicants selected by the supervisor for interview.
3. Among equally qualified applicants, bargaining unit employees will be selected. Among equally qualified bargaining unit members, the most senior will be selected.
4. Bargaining unit members will be notified that they were not awarded the job one (1) day before the successful applicant is announced.
5. The successful applicant will be notified by the office of HR of their selection. The successful applicant will assume the new position within two (2) weeks unless otherwise mutually agreed. All other applicants will be notified of the selection by HR. Within five (5) work days of selection, the University will notify the president of the Association of the position filled, the name, date of hire, classification and salary of the person selected.
6. Upon request, bargaining unit members denied a position on the basis of any test given by the University will be shown his/her test results.

7. Upon written request, a bargaining unit member denied a position awarded to a less senior bargaining unit applicant or to an applicant from outside the bargaining unit, will be given a written statement explaining the reasons for the denial.
8. The University is committed to providing promotional opportunities to bargaining unit employees who are qualified to fill vacancies; however, it retains the right to hire from outside the bargaining unit.
9. At the sole discretion of the University, members within the unit may be given qualification credits towards degree equivalency. In such cases, the University shall view years of service as follows: members will be viewed as having one (1) year of University educational experience for each two (2) years worked; therefore, a member who has eight (8) years of seniority will have the equivalent of a BA Degree when competing for positions within the University.

Section 15.1.2 - Trial Period

Successful applicants will be given instruction and must evidence satisfactory performance within thirty (30) workdays of placement in the position. Before the expiration of thirty (30) workdays, (s)he may return to his/her former position or to layoff, whichever is applicable. Upon the completion of the thirty (30) workdays, the University may return him/her to his/her former position or to layoff, whichever is applicable, if performance has been unsatisfactory.

Section 15.1.3 - Limitations on Bidding

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

An employee awarded a bid job is barred from bidding for any other vacancy for six (6) months thereafter, unless approved by HR or designated representative. Limitations on bidding do not apply to employees in positions as a result of exercising options under Article 13.

Section 15.1.4 - Pay Rates

Bargaining unit members who are selected for another position in the bargaining unit will be paid at their current step level in their new position. Full-time non-bargaining unit employees who are appointed to a position in the bargaining unit shall be paid at the step level determined by the University.

Section 15.1.5 - Notice of Non-Bargaining Unit Vacancies

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

Section 15.2 - Temporary Transfers

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

Section 15.3 - Blended Positions

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

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

If an employee is temporarily assigned for a period of ten (10) consecutive workdays to perform the duties of a position outside of the bargaining unit or a blended position which carries a higher pay than the position regularly assigned, the Association shall be notified. Out-of-unit assignments or blended positions shall not exceed twelve (12) months.

If an employee is assigned some higher level non-bargaining unit duties, the employee and his/her supervisor will meet no later than ten (10) workdays after the assignment has begun to determine whether there will be a reduction in the employee's normal work load so the extra duties can be included in the regular 40 hour workweek or whether they choose to apply the provision of section 10.2 (overtime or comp time) of the contract. The Association shall be notified of the decision made.

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

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

Section 15.4 – Testing Procedures

Prior to implementing any testing procedures related to promotion or transfer, the University will call a special conference, pursuant to Article 6, to inform the Association and to receive input from Association representatives.

Article 16 - BEREAVEMENT LEAVE

Section 16.1

A. Immediate Family Members

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

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

B. Other Family Members

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

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

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

Article 17 - GROUP INSURANCE BENEFITS

Section 17.1 – Health Care Plan Options

The University shall offer to bargaining unit members the following health care options during each yearly open enrollment period. If husband and wife both are members of this bargaining unit, one member shall elect OPTION 1 and the other member shall elect OPTION 2. A member who elects to opt out of medical health care insurance will be placed under OPTION 2, outlined below.

Effective July 1, 2014, if the member and spouse/other eligible adult are both employees of the University, then one shall elect health insurance; however, the other spouse/other eligible adult shall not be eligible for the medical reimbursement. This provision shall not take effect unless a similar provision has been implemented for the nonunion employee group on or before July 1, 2014.

OPTION 1. MESSA medical health care coverage:

- Medical health care plan design at the discretion of MESSA pursuant to Section 17.2.

OPTION 1. MESSA Disability, Dental, Life and Vision:

- Long term disability—66 2/3%; \$2,500 maximum; 90 calendar day modified fill ; freeze on offsets; alcohol/drug and mental nervous—same as any other illness; education supplement benefit
- Delta Dental Plan 80/80/80: \$1,100
- Negotiated life insurance: \$30,000 AD & D
- VSP-3 vision insurance for employee and family

For the plan year commencing July 1, 2013, the University's maximum annual premium contribution to members selecting OPTION 1 medical health care coverage is:

Individual	\$ 5,692.50
Individual and Spouse	\$11,385.00
Family	\$15,525.00

For each benefit plan year thereafter, for the term of the contract, the above contribution by the Employer will increase, but in no event to exceed, to either the statutory hard caps (increased as set forth by the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq) or the amounts specified in the table below ("Percentage Increase in Employer's Cap"), whichever is less:

Plan Year	Percentage Increase in Employer's Cap
7/1/14 – 6/30/15	3.75%
7/1/15 – 6/30/16	3.50%
7/1/16 – 6/30/17	3.25%
7/1/17 – 6/30/18	3.00%

In the event the percentage increase in the actual premium or the statutory hard caps are less than the percentage increase in the Employer's cap in any of those years, then the difference between the percentage increase in the actual premium or statutory hard caps (whichever is lowest) and the percentage increase in the Employer's cap shall be carried over and increase the Employer's cap for the following year up to, but in no event to exceed the statutory hard cap. (Example #1: if for plan year 7/1/14 – 6/30/15 the statutory cap is 2.75% and the actual premium increase exceeds 3.75%, then 1.00% would be added to the 7/1/15 – 6/30/16 Employer's cap to make it 4.50%. Example #2: if for plan year 7/1/14 – 6/30/15 the statutory cap is 4.00% but the actual premium increase is 3.50%, then .25% would be added to the 7/1/15 – 6/30/16 Employer's cap to make it 3.75%.)

Individual members are responsible for premium payments in excess of the Employer's maximum contributions. The Employer is authorized by this Agreement to deduct from member's payroll checks, amounts in excess of the applicable maximum in order to cover full premium rates subject to the terms and conditions of the applicable policy(ies). Other family riders may be available to members at their expense through payroll deduction.

The cost for OPTION 1 MESSA Disability, Dental, Life and Vision shall be as described below for OPTION 2.

OPTION 2. MESSA Disability, Dental, Life and Vision Only:

- Long term disability--66 2/3%; \$2,500 maximum; 90 calendar day modified fill ; freeze on offsets; alcohol/drug and mental nervous--same as any other illness; Education supplement benefit
- Delta Dental Plan 80/80/80: \$1,100
- Negotiated life insurance: \$30,000 AD & D
- VSP-3 vision insurance for employee and family

The University's maximum monthly premium contribution to members selecting OPTION 2 is:

For the plan year commencing July 1, 2013, the Employer's annual contribution toward any non-medical health care benefits such as dental, vision, life and long term disability shall be:

Individual	\$1,017.00
Individual and Spouse	\$1,489.08
Family	\$2,136.96

For each benefit plan year thereafter, for the term of the contract, the above contribution by the Employer will increase, but in no event to exceed, to either the statutory hard caps (increased as set forth by the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq) or the amounts specified in the table below ("Percentage Increase in Employer's percentage Cap"), whichever is less:

Plan Year	Percentage Increase in Employer's Cap
7/1/14 – 6/30/15	3.75%
7/1/15 – 6/30/16	3.50%
7/1/16 – 6/30/17	3.25%
7/1/17 – 6/30/18	3.00%.

In the event the percentage increase in the actual premium or the statutory hard caps are less than the percentage increase in the Employer's cap in any of those years, then the difference between the percentage increase in the actual premium or statutory hard caps (whichever is lowest) and the

percentage increase in the Employer's cap shall be carried over and increase the Employer's cap for the following year up to, but in no event to exceed the statutory hard cap. (Example #1: if for plan year 7/1/14 – 6/30/15 the statutory cap is 2.75% and the actual premium increase exceeds 3.75%, then 1.00% would be added to the 7/1/15 – 6/30/16 Employer's cap to make it 4.50%. Example #2: if for plan year 7/1/14 – 6/30/15 the statutory cap is 4.00% but the actual premium increase is 3.50%, then .25% would be added to the 7/1/15 – 6/30/16 Employer's cap to make it 3.75%.)

Individual members are responsible for premium payments in excess of the Employer's maximum contributions. The Employer is authorized by this Agreement to deduct from member's payroll checks, amounts in excess of the applicable maximum in order to cover full premium rates subject to the terms and conditions of the applicable policy(ies). Other family riders may be available to members at their expense through payroll deduction.

Members who provide acceptable "proof of medical health care coverage" and elect not to choose OPTION 1 medical health care coverage will receive \$250.00 per month in lieu of the coverage, less withholdings or deductions required by law. Effective July 1, 2015, the payment in lieu of medical health care coverage shall be changed from \$250.00 per month to \$64.00 per pay period. The member may elect to apply this amount to any of the Michigan Education Special Services Association variable option plans and/or MEA financial services tax sheltered annuities.

The parties agree that health insurance benefits provisions shall be reopened for negotiation, upon request of either party, should the existing provisions generate a tax or penalty to the University under any state and/or federal health care legislation. In no event will the Employer be required to pay more than the obligations set forth in Section 17.1.

Section 17.2 – Member's Insurance Premium Co-Payment

As insurance rate increases are announced at the beginning of each new plan year, the Association may change the plan design to maintain a rate within the range members are willing to pay, so long as the changes do not increase the University's premium contribution. Any money saved by the Employer in contributions towards medical health care premiums as a result of the Association switching to a HSA shall be used to fund employees' HSA by the Employer, or used to defray other health care costs, up to but in no event to exceed, the statutory hard caps. Upon request of the Association, an additional open enrollment for a change to another health care plan will be held for implementing an HSA.

Section 17.3 – Cafeteria Plan IRS Section 125

The University has adopted a cafeteria plan under section 125 of the internal revenue code providing that employees may elect to pay the premiums for their insurance pursuant to paragraph 17.1 of this article through a salary reduction agreement. The plan became effective May 1, 1995. All expenses relating to the administration of the plan shall be borne by the University.

Section 17.4 – Flexible Spending Account

The University will make available to the employees a flexible spending account plan for medical and dependent care.

Article 18 - COURT REQUIRED SERVICES

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

Article 19 - LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

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

Article 20 - SICK LEAVE OF ABSENCE

Section 20.1

A. Accrual

4.0 hours per bi-weekly pay period accrues to each bargaining unit member as sick leave, reduced prorata to reflect unpaid hours, not to exceed 1600 hours.

B. Leaves of absence under the FMLA

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

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

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

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

D. Use of leave of absence

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

E. Verification

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

F. General

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

Section 20.2.1

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

Section 20.2.2

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

Section 20.2.3

A. FMLA leaves

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

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

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

Section 20.2.4

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

Section 20.2.5

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

Section 20.2.6

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

Section 20.3.1

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

- A. Association members having six (6) months of full-time continuous employment will be eligible for the first personal leave not chargeable to sick leave.
- B. Association members having twelve (12) months of consecutive full-time employment will be eligible for the second day, chargeable to sick leave.
- C. The granting of either of these requests is dependent upon a determination by the supervisor that the absence will not cause undue hardship on the operation.
- D. A reasonable notice of three (3) days will be given of intention to utilize a personal leave day, except where there are extenuating circumstances.

Article 21 - EFFECT OF FALSIFYING REASON FOR LEAVE OF ABSENCES

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

Article 22 - HOLIDAY PAY

Section 22.1 - Paid Holidays

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

- Independence Day
- Labor Day
- Thanksgiving
- Day following Thanksgiving
- Friday preceding Easter
- Memorial Day
- Christmas
- New Year's Day

Section 22.2 - Shutdowns

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

Section 22.3 - Pay Eligibility

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

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

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

Section 22.3.1 - Loss of Holiday Pay

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

Section 22.4 - Saturday/Sunday

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

Section 22.5 - Work on a Holiday

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

Section 22.6 - Holidays on Vacation Days

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

Article 23 - RETIREMENT PLANS

Section 23.1 - Retirement System Selection

A. Members:

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

B. New Members:

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

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

Section 23.2 - Retirement System Payments

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

Section 23.3 - Retirement System Vesting

- A. Members participating in the basic MPSERS or the optional state retirement program (MIP), provided under authority of the MPSERS, shall become vested pursuant to the Michigan Public School Employee's Retirement Act, as amended.
- B. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested, subject to the provisions of the Plan, in amounts attributable to the contributions properly made under Section 23.2.C.
- C. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested, subject to the provisions of the Plan, in amounts attributable to the contributions made under Section 23.2.B. according to the following schedule:

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

- D. The Union will have two (2) representatives on any future retirement committees which may be established by Human Resources.

Article 24 - VACATION

Section 24.1 - Vacation Year

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

Section 24.2 - Accrual

Regular full-time office clerical/technical bargaining unit members will accrue paid vacation for each full month of service according to the following schedule:

<u>Length of Service</u>	<u>Vacation Period</u>
1 year through 3 years	12 days
4 years through 8 years	15 days
9 years through 14 years	19 days
15 years or more	20 days

Section 24.3 - Eligibility

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

Section 24.4 - Scheduling

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

Section 24.5 - Vacation Denials

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

Section 24.6 - Payout Upon Termination or Death

Employees who terminate their services with the University will be paid for accumulated vacation time at their then current rate of pay.

Article 25 – HEALTH AND SAFETY

Section 25.1

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

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

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

- A. They shall contact their immediate supervisor.

- B. If the supervisor does not adequately address the concern, the work area will be surveyed by a representative from the Environmental Health and Safety Office and Association representative, and a decision will be made to determine whether the conditions are such that the employee should be temporarily transferred to another work area, sent home (with pay which is not charged against the employee's paid leave accruals), or remain at his/her work station. In the event that the Association and the University disagree, the Ferris State University Safety Committee shall be contacted in an attempt to resolve the disagreement. The employee may file a grievance pursuant to Article 8 of this Agreement.

Article 26 - TUITION WAIVER

Section 26.1 - Full-Time Employees and Kendall (KCAD)

All regular full-time employees who are otherwise qualified to take University level courses, may take such course offerings at Ferris State University, without cost, as outlined below. This applies only to regular fees charged to all students for enrollment for a specific number of semester hours. All other special or incidental fees such as music fees, special course fees, parking, etc., are the employee's responsibility. Courses taken at Kendall College of Art and Design shall be in accordance with Appendix A.

Section 26.2 - Employee

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

- A. Prepare and submit the information requested on the "Tuition Benefit Program Application" form provided by the University.
- B. Take not more than a maximum of nine (9) credit hours per semester, not to exceed twenty-four (24) credit hours per calendar year. One (1) course may be taken during working hours, subject to the approval of the immediate supervisor concerned.

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

Section 26.3 - Spouse/Dependent

An employee may transfer a maximum of nine (9) credit hours per semester to his/her spouse and/or dependent children, not to exceed twenty-four (24) credit hours per calendar year.

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

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

Section 26.4 - Credit Transfer Limits

In no event shall more than twenty-four (24) credit hours be transferred for a spouse or child as defined in Section 26.3.

Section 26.5 - Academic Standards

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

Article 27 – LONGEVITY PAY

Note that as part of the 2002-2005 Collective Bargaining Agreement negotiations, longevity pay was blended into the salary pay scale beyond the 36-month level.

Article 28 - MISCELLANEOUS

Section 28.1.1 - Parking Pass

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

Article 29 - SALARY INCREASE

Section 29.1 – Salary and Schedules

Salaries will be paid in accordance with the schedules in Appendix B.

Effective August 29, 2013	2.25% To Base, To All Pay Levels
Effective July 1, 2014	2.25% To Base, To All Pay Levels
Effective July 1, 2015	2.00% To Base, To All Pay Levels
Effective July 1, 2016	1.50% To Base, To All Pay Levels
Effective July 1, 2017	1.50% To Base, To All Pay Levels

Each employee will receive an increase to base salary of \$802.00 prior to the 2.25% across the board percentage increase on August 29, 2013.

Section 29.2 – Shift Differential

Full-time employees who work on the 2nd or 3rd shift shall receive, in addition to their regular pay, thirty (.30) cents per hour. Such shift differential is to be added to the total wages and does not increase the base rate. Shift differential will be paid for the actual hours worked on a shift.

Article 30 - RECLASSIFICATION

Position descriptions:

Position descriptions will be developed for each job classification. The position descriptions will include at a minimum (1) position title, (2) qualifications, and (3) duties and responsibilities.

Reclassification by the University

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

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

Employee request for reclassification review

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

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

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

A reclassification review committee consisting of seven (7) people shall be established by the Associate Vice President of Human Resources (AVPHR). Three (3) of the committee members shall be selected from the bargaining unit by mutual agreement of the Association President and AVPHR. Committee members will be afforded the necessary training to carry out the function of the committee in a fair and professional manner. The committee will interview the employee and consider the materials submitted in order to submit a recommendation to the appropriate Vice President. When the committee and the employee agree that an interview is not necessary, the committee's recommendation may be based upon the PDQ.

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

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

Following the review, the following actions are possible:

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

HR will coordinate the preparation of the written recommendations of the committee for submission to the appropriate Vice President for final decision. The final decision shall be reduced to writing and submitted by HR to the employee and the Association.

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

General

The decision of the Vice President regarding reclassification or the denial thereof is not subject to the grievance procedure or to arbitration. However, the employee may request that the Office of the General Counsel review the reclassification process, including timeliness, to ensure that the processing of the employee's request was fair and non-biased. A representative of the General Counsel's office will meet with the employee to discuss the employee's concerns. A written synopsis of the meeting will be provided to the employee, if the employee so requests.

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

Article 31 - DURATION OF CONTRACT

Section 31.1

This document expresses the whole agreement between the University and the Association and without change, except as specifically amended as identified herein, shall continue in effect until 11:59 p.m. June 30, 2018.

Section 31.2 - Notice to Modify

Notice to modify, alter, amend, renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than thirty (30) nor earlier than one hundred twenty (120) calendar days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by mail and facsimile, or in the alternative, by certified mail, addressed to the Association, and if to the University, addressed to the Office of the General Counsel or to any such address as the Association or University may make available to each other.

FOR THE ASSOCIATION



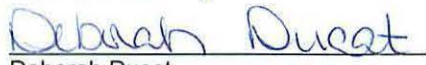
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Dorothy Hart



Patrick Tobin



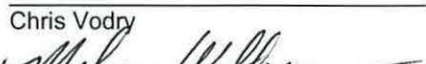
Deborah Ducat



Joyce Marek



Katy Mopre



Chris Vodry
Melissa Wilkinson

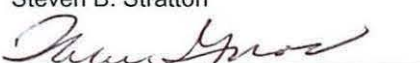
FOR FERRIS STATE UNIVERSITY



David L. Eisler, President

 8/21/14

Steven B. Stratton



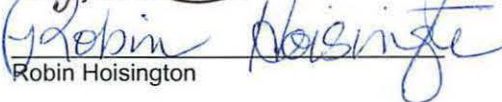
Tamie Grunow



Scott Garrison



J. Andy Karafa



Robin Hoisington

APPENDIX A

TUITION CREDIT BENEFIT KENDALL (KCAD)

The bargaining unit tuition credit benefit shall remain as current contract language unless a change occurs to the Personnel Policies Tuition Waiver for Kendall, which increases the tuition benefit. In that event, the change will be provided to the members of the CTA.

Bargaining unit and non-bargaining unit employees at FSU and FSU-Kendall have had a Tuition Waiver Program (Tuition Remission) benefit available to them. Currently, the FSU benefit is to be used for FSU courses and the Kendall benefit is to be used for Kendall courses. Neither institutions' bargaining agreements nor personnel policies contemplated using the benefit for courses at an institution other than its own, as the institutions are currently structured. With the December 31, 2000 merger of FSU and Kendall, the parties need to consider and determine the applicability of the Kendall benefit for FSU courses, and the FSU benefit for Kendall courses. The following recommendation is made:

Eligible FSU and FSU-Kendall employees covered by a collective bargaining agreement will continue under such agreement, unless modified, for courses at their respective institutions. Currently, Kendall Faculty Association and Kendall are bargaining this benefit.

For non-bargaining unit, eligible FSU-Kendall employees enrolled in Kendall courses after September 6, 2000, and/or those enrolled in FSU courses, the Tuition Waiver Program (Tuition Remission) benefit is to be valued at a maximum of \$1,620.00 beginning with the Winter Semester 2001 (excluding non-eligible fees). This benefit would apply to courses offered by FSU at FSU main campus, FSU-Kendall, or any other FSU location. However, for non-bargaining unit, eligible FSU-Kendall employees enrolled in Kendall courses on or before September 6, 2000, the former Tuition Waiver Program (Tuition Remission) policy of paying for all Kendall courses will continue, according to eligibility guidelines developed by the Vice Chancellor and President of Kendall College of Art and Design.

For any eligible FSU employees who have a Tuition Waiver benefit specifying number of course credits (currently up to 9 credits), and because of the addition of Kendall and wanting to offer the Kendall courses to these employees, we must determine the monetary value of a course credit at FSU so the benefit value, in whole or in part, is available to the employees for Kendall courses. This is because the benefit set out in course credits does not directly apply to Kendall course credits. In the event an employee takes courses at both FSU and FSU-Kendall within the same semester, or takes all FSU-Kendall courses, a method to determine the value of the benefit is necessary. The value is \$1,620.00 (9 credits x \$180 per credit, the current undergraduate rate). It is not the intent to provide employees with a Tuition Waiver benefit of a maximum number of course credits in addition to \$1,620.00 each semester. For eligible FSU employees (bargaining and non-bargaining), the Tuition Waiver benefit that pays for 30% of the semester's tuition for a family does not apply to FSU-Kendall courses.

FSU employees covered by the Tuition Waiver benefit specifying number of course credits, as described in the paragraph directly above, who take FSU and FSU-Kendall courses within the same semester, shall have the Tuition Credit in the form of number of credits applied to FSU courses first with any remaining credits converted to and valued at \$180.00 per credit to be applied to FSU-Kendall courses. FSU-Kendall employees shall have their Tuition Waiver benefit (which is monetary) applied to Kendall courses prior to applying any remaining benefit to FSU courses.

Each institution will arrange for financial aid adjustments and Tuition Waiver reimbursements to the other campus for the dollar value of the Tuition Waiver benefit, based upon a business plan developed between the two institutions.

APPENDIX B

CT SALARY SCHEDULE - August 29, 2013 - June 30, 2014 (2.25%)

Grade	Position Title	Start	After 1 Year	After 3 Years	After 5 Years	After 11 Years	After 16 Years	After 21 Years	After 25 Years
Grade 1	Account Clerk Level 1								
	Admissions Assistant 1								
	Library Assistant 1								
	Secretary Level 1								
	Student Service Rep 1	\$26,561	\$29,848	\$32,027	\$32,650	\$32,963	\$33,275	\$33,587	\$33,902
Grade 2	Print Operator								
	Inventory Clerk	\$28,142	\$31,632	\$33,935	\$34,597	\$34,928	\$35,261	\$35,591	\$35,922
Grade 3	Account Clerk Level 2								
	Clinic Clerk								
	Customer Service Representative								
	Health Admissions Clerk								
	Library Assistant 2								
	Parking Clerk								
	Secretary Level 2								
Student Service Rep 2	\$29,118	\$32,730	\$35,099	\$35,784	\$36,128	\$36,471	\$36,812	\$37,156	
Grade 4	Advancement Services Assistant								
	Alumni Relations Assistant								
	Career Services Assistant								
	Computer Asset Specialist								
	Dining Services Assistant								
	FLITE & Media Distribution Assistant								
	Honors Program Assistant								
	Ice Arena Operations Assistant								
	ITS Service Desk Specialist 1								
	Library Assistant 3								
	Medical Records/Billing & Ins. Spec.								
	Project Assistant								
	Purchasing Specialist								
	Student Conduct Specialist								
Student Service Rep 3									
Work Control Center Assistant	\$31,200	\$35,081	\$37,603	\$38,340	\$38,707	\$39,075	\$39,442	\$39,811	
Grade 5	Academic Senate/Arts & Lectures Asst.								
	Account Clerk Level 3								
	Annual Giving/Advancement Assistant								
	International Stud. Admissions Spec.								
	Payroll Clerk 2								
	Public Safety Records Specialist								
	Secretary Level 3								
	Student Activities Specialist								
Student Service Rep 4	\$33,284	\$37,430	\$40,113	\$40,900	\$41,293	\$41,686	\$42,078	\$42,472	
Grade 6	Academic Research Specialist								
	Account Specialist								
	Business Office Accounting Specialist								
	College of Pharm. Administrative Spec.								
	Enrollment Services Office Specialist								
	Enrollment Services Software Specialist								
	ITS Service Desk Specialist 2								
	Lead Payroll Clerk								
Library Technical Services									
Operations Technician	\$37,735	\$42,449	\$45,459	\$46,352	\$46,799	\$47,244	\$47,689	\$48,136	
Grade 7	Lab Technician	\$40,951	\$46,077	\$49,326	\$50,296	\$50,782	\$51,267	\$51,752	\$52,235
Grade 8	Cable Television Technician	\$43,083	\$48,482	\$51,894	\$52,916	\$53,427	\$53,937	\$54,447	\$54,959
Grade 9	TV Production Electronic Technician	\$48,028	\$54,058	\$57,853	\$58,992	\$59,563	\$60,134	\$60,705	\$61,274

APPENDIX B

CT SALARY SCHEDULE - July 1, 2014 - June 30, 2015 (2.25%)

Grade	Position Title	Start	After 1 Year	After 3 Years	After 5 Years	After 11 Years	After 16 Years	After 21 Years	After 25 Years
Grade 1	Account Clerk Level 1 Admissions Assistant 1 Library Assistant 1 Secretary Level 1 Student Service Rep 1	\$27,159	\$30,520	\$32,748	\$33,385	\$33,705	\$34,024	\$34,343	\$34,665
Grade 2	Print Operator Inventory Clerk	\$28,775	\$32,344	\$34,699	\$35,375	\$35,714	\$36,054	\$36,392	\$36,730
Grade 3	Account Clerk Level 2 Clinic Clerk Customer Service Representative Health Admissions Clerk Library Assistant 2 Parking Clerk Secretary Level 2 Student Service Rep 2	\$29,773	\$33,466	\$35,889	\$36,589	\$36,941	\$37,292	\$37,640	\$37,992
Grade 4	Advancement Services Assistant Alumni Relations Assistant Career Services Assistant Computer Asset Specialist Dining Services Assistant FLITE & Media Distribution Assistant Honors Program Assistant Ice Arena Operations Assistant ITS Service Desk Specialist 1 Library Assistant 3 Medical Records/Billing & Ins. Spec. Project Assistant Purchasing Specialist Student Conduct Specialist Student Service Rep 3 Work Control Center Assistant	\$31,902	\$35,870	\$38,449	\$39,203	\$39,578	\$39,954	\$40,329	\$40,707
Grade 5	Academic Senate/Arts & Lectures Asst. Account Clerk Level 3 Annual Giving/Advancement Assistant International Stud. Admissions Spec. Payroll Clerk 2 Public Safety Records Specialist Secretary Level 3 Student Activities Specialist Student Service Rep 4	\$34,033	\$38,272	\$41,016	\$41,820	\$42,222	\$42,624	\$43,025	\$43,428
Grade 6	Academic Research Specialist Account Specialist Business Office Accounting Specialist College of Pharm. Administrative Spec. Enrollment Services Office Specialist Enrollment Services Software Specialist ITS Service Desk Specialist 2 Lead Payroll Clerk Library Technical Services Operations Technician	\$38,584	\$43,404	\$46,482	\$47,395	\$47,852	\$48,307	\$48,762	\$49,219
Grade 7	Lab Technician	\$41,872	\$47,114	\$50,436	\$51,428	\$51,925	\$52,421	\$52,916	\$53,410
Grade 8	Cable Television Technician	\$44,052	\$49,573	\$53,062	\$54,107	\$54,629	\$55,151	\$55,672	\$56,196
Grade 9	TV Production Electronic Technician	\$49,109	\$55,274	\$59,155	\$60,319	\$60,903	\$61,487	\$62,071	\$62,653

APPENDIX B

CT SALARY SCHEDULE - July 1, 2015 - June 30, 2016 (2.00%)

Grade	Position Title	Start	After 1 Year	After 3 Years	After 5 Years	After 11 Years	After 16 Years	After 21 Years	After 25 Years
Grade 1	Account Clerk Level 1								
	Admissions Assistant 1								
	Library Assistant 1								
	Secretary Level 1								
	Student Service Rep 1	\$27,702	\$31,130	\$33,403	\$34,053	\$34,379	\$34,704	\$35,030	\$35,358
Grade 2	Print Operator								
	Inventory Clerk	\$29,351	\$32,991	\$35,393	\$36,083	\$36,428	\$36,775	\$37,120	\$37,465
Grade 3	Account Clerk Level 2								
	Clinic Clerk								
	Customer Service Representative								
	Health Admissions Clerk								
	Library Assistant 2								
	Parking Clerk								
Grade 3	Secretary Level 2								
	Student Service Rep 2	\$30,368	\$34,135	\$36,607	\$37,321	\$37,680	\$38,038	\$38,393	\$38,752
Grade 4	Advancement Services Assistant								
	Alumni Relations Assistant								
	Career Services Assistant								
	Computer Asset Specialist								
	Dining Services Assistant								
	FLITE & Media Distribution Asst.								
	Honors Program Assistant								
	Ice Arena Operations Assistant								
	ITS Service Desk Specialist 1								
	Library Assistant 3								
	Medical Records/Billing & Ins. Spec.								
	Project Assistant								
	Purchasing Specialist								
	Student Conduct Specialist								
Student Service Rep 3									
Work Control Center Assistant	\$32,540	\$36,587	\$39,218	\$39,987	\$40,370	\$40,753	\$41,136	\$41,521	
Grade 5	Academic Senate/Arts & Lectures Asst.								
	Account Clerk Level 3								
	Annual Giving/Advancement Assistant								
	International Stud. Admissions Spec.								
	Payroll Clerk 2								
	Public Safety Records Specialist								
	Secretary Level 3								
Student Activities Specialist									
Student Service Rep 4	\$34,714	\$39,037	\$41,836	\$42,656	\$43,066	\$43,476	\$43,886	\$44,297	
Grade 6	Academic Research Specialist								
	Account Specialist								
	Business Office Accounting Specialist								
	College of Pharm. Administrative Spec.								
	Enrollment Services Office Specialist								
	Enrollment Services Software Specialist								
	ITS Service Desk Specialist 2								
	Lead Payroll Clerk								
Library Technical Services									
Operations Technician	\$39,356	\$44,272	\$47,412	\$48,343	\$48,809	\$49,273	\$49,737	\$50,203	
Grade 7	Lab Technician	\$42,709	\$48,056	\$51,445	\$52,457	\$52,964	\$53,469	\$53,974	\$54,478
Grade 8	Cable Television Technician	\$44,933	\$50,564	\$54,123	\$55,189	\$55,722	\$56,254	\$56,785	\$57,320
Grade 9	TV Production Electronic Technician	\$50,091	\$56,379	\$60,338	\$61,525	\$62,121	\$62,717	\$63,312	\$63,906

APPENDIX B

CT SALARY SCHEDULE - July 1, 2016 - June 30, 2017 (1.50%)

Grade	Position Title	Start	After 1 Year	After 3 Years	After 5 Years	After 11 Years	After 16 Years	After 21 Years	After 25 Years
Grade 1	Account Clerk Level 1								
	Admissions Assistant 1								
	Library Assistant 1								
	Secretary Level 1								
	Student Service Rep 1	\$28,118	\$31,597	\$33,904	\$34,564	\$34,895	\$35,225	\$35,555	\$35,888
Grade 2	Print Operator								
	Inventory Clerk	\$29,791	\$33,486	\$35,924	\$36,624	\$36,974	\$37,327	\$37,677	\$38,027
Grade 3	Account Clerk Level 2								
	Clinic Clerk								
	Customer Service Representative								
	Health Admissions Clerk								
	Library Assistant 2								
	Parking Clerk								
	Secretary Level 2								
Student Service Rep 2	\$30,824	\$34,647	\$37,156	\$37,881	\$38,245	\$38,609	\$38,969	\$39,333	
Grade 4	Advancement Services Assistant								
	Alumni Relations Assistant								
	Career Services Assistant								
	Computer Asset Specialist								
	Dining Services Assistant								
	FLITE & Media Distribution Asst.								
	Honors Program Assistant								
	Ice Arena Operations Assistant								
	ITS Service Desk Specialist 1								
	Library Assistant 3								
	Medical Records/Billing & Ins. Spec.								
	Project Assistant								
	Purchasing Specialist								
	Student Conduct Specialist								
Student Service Rep 3									
Work Control Center Assistant	\$33,028	\$37,136	\$39,806	\$40,587	\$40,976	\$41,364	\$41,753	\$42,144	
Grade 5	Academic Senate/Arts & Lectures Asst.								
	Account Clerk Level 3								
	Annual Giving/Advancement Assistant								
	International Stud. Admissions Spec.								
	Payroll Clerk 2								
	Public Safety Records Specialist								
	Secretary Level 3								
	Student Activities Specialist								
Student Service Rep 4	\$35,235	\$39,623	\$42,464	\$43,296	\$43,712	\$44,128	\$44,544	\$44,961	
Grade 6	Academic Research Specialist								
	Account Specialist								
	Business Office Accounting Specialist								
	College of Pharm. Administrative Spec.								
	Enrollment Services Office Specialist								
	Enrollment Services Software Specialist								
	ITS Service Desk Specialist 2								
	Lead Payroll Clerk								
	Library Technical Services								
	Operations Technician	\$39,946	\$44,936	\$48,123	\$49,068	\$49,541	\$50,012	\$50,483	\$50,956
Grade 7	Lab Technician	\$43,350	\$48,777	\$52,217	\$53,244	\$53,758	\$54,271	\$54,784	\$55,295
Grade 8	Cable Television Technician	\$45,607	\$51,322	\$54,935	\$56,017	\$56,558	\$57,098	\$57,637	\$58,180
Grade 9	TV Production Electronic Technician	\$50,842	\$57,225	\$61,243	\$62,448	\$63,053	\$63,658	\$64,262	\$64,865

APPENDIX B

CT SALARY SCHEDULE - July 1, 2017 - June 30, 2018 (1.50%)

Grade	Position Title	Start	After 1 Year	After 3 Years	After 5 Years	After 11 Years	After 16 Years	After 21 Years	After 25 Years
Grade 1	Account Clerk Level 1								
	Admissions Assistant 1								
	Library Assistant 1								
	Secretary Level 1								
	Student Service Rep 1	\$28,540	\$32,071	\$34,413	\$35,082	\$35,418	\$35,753	\$36,088	\$36,426
Grade 2	Print Operator								
	Inventory Clerk	\$30,238	\$33,988	\$36,463	\$37,173	\$37,529	\$37,887	\$38,242	\$38,597
Grade 3	Account Clerk Level 2								
	Clinic Clerk								
	Customer Service Representative								
	Health Admissions Clerk								
	Library Assistant 2								
	Parking Clerk								
	Secretary Level 2								
Student Service Rep 2	\$31,286	\$35,167	\$37,713	\$38,449	\$38,819	\$39,188	\$39,554	\$39,923	
Grade 4	Advancement Services Assistant								
	Alumni Relations Assistant								
	Career Services Assistant								
	Computer Asset Specialist								
	Dining Services Assistant								
	FLITE & Media Distribution Asst.								
	Honors Program Assistant								
	Ice Arena Operations Assistant								
	ITS Service Desk Specialist 1								
	Library Assistant 3								
	Medical Records/Billing & Ins. Spec.								
	Project Assistant								
	Purchasing Specialist								
	Student Conduct Specialist								
Student Service Rep 3									
Work Control Center Assistant	\$33,523	\$37,693	\$40,403	\$41,196	\$41,591	\$41,984	\$42,379	\$42,776	
Grade 5	Academic Senate/Arts & Lectures Asst.								
	Account Clerk Level 3								
	Annual Giving/Advancement Assistant								
	International Stud. Admissions Spec.								
	Payroll Clerk 2								
	Public Safety Records Specialist								
	Secretary Level 3								
Student Activities Specialist									
Student Service Rep 4	\$35,764	\$40,217	\$43,101	\$43,945	\$44,368	\$44,790	\$45,212	\$45,635	
Grade 6	Academic Research Specialist								
	Account Specialist								
	Business Office Accounting Specialist								
	College of Pharm. Administrative Spec.								
	Enrollment Services Office Specialist								
	Enrollment Services Software Specialist								
	ITS Service Desk Specialist 2								
	Lead Payroll Clerk								
Library Technical Services									
Operations Technician	\$40,545	\$45,610	\$48,845	\$49,804	\$50,284	\$50,762	\$51,240	\$51,720	
Grade 7	Lab Technician	\$44,000	\$49,509	\$53,000	\$54,043	\$54,564	\$55,085	\$55,606	\$56,124
Grade 8	Cable Television Technician	\$46,291	\$52,092	\$55,759	\$56,857	\$57,406	\$57,954	\$58,502	\$59,053
Grade 9	TV Production Electronic Technician	\$51,605	\$58,083	\$62,162	\$63,385	\$63,999	\$64,613	\$65,226	\$65,838



FERRIS STATE UNIVERSITY

APPENDIX C

LETTER OF UNDERSTANDING

The University will develop a report listing the average weekly work hours for part-time clerical employees and provide that report to the President of the CTA-MEA at the timing of the release of the seniority report. In the event work units have employed any part-time clerical employees at an average of more than twenty-eight (28) work hours or more per week will be notified by letter of that usage and be required to discontinue that practice and comply with that standard of twenty-eight (28) hours or less per week. This notification will be forwarded to the Vice President of that operating unit for enforcement.

FOR THE ASSOCIATION

FOR FERRIS STATE UNIVERSITY

Dorothy Hart 8/22/14
Dorothy Hart, President Date
Clerical/Technical Association/MEA/NEA

David L. Eisler 9/19/14
David L. Eisler, President Date

Patrick T. Bolen 8/22/14
Patrick T. Bolen Date
MEA/NEA Uniserv Director

Steven B. Stratton 8/21/14
Steven B. Stratton Date
Director of Labor Relations



FERRIS STATE UNIVERSITY

APPENDIX D

LETTER OF AGREEMENT

This Agreement is between the Board of Trustees of Ferris State University and the Clerical Technical Association of Ferris State University.

WHEREAS, based on the passage of 2012 PA 349, certain language in the Agency Shop Section of the 2008-2013 contract had to be removed for the 2013-2018 collective bargaining agreement; and

WHEREAS, the parties are aware of several legal challenges pending challenging the constitutionality and/or validity of PA 349; and

WHEREAS, the parties are willing to address the Agency Shop Section of the contract in the event PA 349 no longer prevents an agency shop during the course of the 2013-2018 collective bargaining agreement.

NOW, THEREFORE, the parties have agreed to the following:

1. If at any time during the course of the 2013-2018 collective bargaining agreement 2012 PA 349 is declared invalid, unconstitutional, or otherwise no longer prevents or prohibits an agency shop provision, by any court of appropriate jurisdiction (to which there is no appeal filed), or PA 349 is repealed, all of the language removed from the Agency Shop Section of the 2008-13 contract for the 2013-18 contract shall be immediately returned to the contract and shall be operable between the parties. (See attached).

2. Nothing in this Agreement shall be construed as amending or deleting any other provision in the parties' collective bargaining agreement.

3. This Agreement is without precedent for any further relationship or practice between the parties.

FOR THE UNION:

Dorothy Hart 8-22-14
Dorothy Hart Date
President
Clerical Technical Association/MEA/NEA

FOR THE EMPLOYER:

David L. Eisler 9/19/14
David L. Eisler Date
President

Patrick T. Bolen 8/22/14
Patrick T. Bolen Date
MEA/NEA Uniserv Director

Steven B. Stratton 8/21/14
Steven B. Stratton Date
Director of Labor Relations

Article 5 - AGENCY SHOP

5.1 - Dues and Service Fees

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

Section 5.2 – Non-payment

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

A. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee or Association dues, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fee or Association dues are paid or a properly executed deduction form is tendered within fourteen (14) calendar days, he/she shall be reported to the University and a deduction of the service fee or Association dues shall be made from his/her salary.

B. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the University at the end of the fourteen (14) calendar day period:

The Association certifies that _____ (name) _____ has failed to tender the periodic service fee or Association dues required as a condition of employment under the current Agreement and demands that under the terms of this Agreement, the University deduct the delinquent service fees of Association dues from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee include only those items authorized by law.

C. The University, upon receipt of said notice and request for deduction, shall act pursuant to Section 5.1.A. above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

Section 5.3

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

Section 5.4

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

Section 5.5 - Hold Harmless

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

A. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the University, its officers,

employees or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement.

B. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the University.

C. If the University, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the University, does represent the University, its officers, agents or employee in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

D. The Association, in defense of any such suit, after consultation with the University, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.

E. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the University, its officers, employees or agents under this section, after consultation with the University.

Section 5.6 - Authorization of Payroll Deduction

The University will have no obligation to deduct or remit the dues payable for the account of any bargaining unit member whose withholding authorization reaches the Payroll Office after the tenth (10th) day of the month.

Section 5.7 - Dues and Fees

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

APPENDIX E

OTHER ELIGIBLE ADULTS

The parties agree to incorporate, in its original form, the following Letter of Agreement pertaining to Other Eligible Adults, into the collective bargaining agreement, but change the original expiration date from June 30, 2013 to June 30, 2018.

FOR THE UNION:

FOR THE EMPLOYER:

Dorothy Hart 8-22-14
Dorothy Hart Date
President
Clerical-Technical Association/MEA/NEA

David L. Eisler 9/19/14
David L. Eisler Date
President

Patrick T. Bolen 8/23/14
Patrick T. Bolen Date
MEA/NEA Uniserv Director

Steven B. Stratton 8/21/14
Steven B. Stratton Date
Director of Labor Relations

ATTACHMENT TO EXHIBIT E

Ferris State University
CTA-MEA
Other Eligible Adult Health Benefit Coverage
Page 1 of 3

LETTER OF AGREEMENT

Whereas, CTA-MEA desires to extend the definition of persons eligible for certain benefits to "Other Eligible Adults" or "OEA";

Whereas, the Employer agrees to do so along the following terms and conditions;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Letter of Agreement shall commence when it is signed by all necessary parties and shall expire at midnight on June 30, 2013.
2. Open enrollment for OEA shall commence as soon as practicable after this Letter of Agreement has been fully executed.
3. Initially the decision of whether a Member's OEA is eligible for this Program shall be made by the Associate Vice President for Human Resources. A Member may appeal the decision according to the normal process for appealing such decisions.
4. The following Program Summary and Enrollment Form outlines the terms and conditions of the Program and eligibility under the Program.

Other Eligible Adult Health Care Plan (Medical, Hospitalization, Vision, Dental, and Prescription Drug) Program Summary and Enrollment Form

A program effective as soon as practicable, that changes the eligibility criteria for enrollment in its health care plan(s) (medical, hospitalization, vision, dental, and prescription drug, hereinafter referred to as "health care plan"). Individuals are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The Employer reserves complete discretion to determine how the below-listed eligibility criteria and disqualifications will be applied during the program, and the documentation required in connection with enforcement. The Employer also reserves the right to modify, suspend or terminate this program if required by law to do so.

Under the program, an employee in the bargaining unit represented by CTA-MEA ("Member") may enroll one (1) "other eligible adult" ("OEA") in an FSU-sponsored health care plan available to Members, but only if ALL of the following OEA eligibility criteria are met:

- The Member is eligible for and enrolled in the FSU-sponsored health care plan;
- The Member does not have a current or former spouse who is enrolled in any FSU-sponsored health care plan or receiving any consideration to "opt-out" of any such FSU-sponsored plan, if such enrollment or "opt-out" is based upon any relationship with the Member seeking to designate the OEA;
- The OEA is an adult under Michigan law;
- The OEA currently resides in the same residence as the Member and has done so for the last 18 continuous months;¹

¹ Numerous factors may be considered in determining residency, including such items as: (1) location of a person's principal residence; (2) address listed on a person's driver's license and any changes; (3) registration address of a person's vehicle(s); (4) address of a person's professional license(s); (5) address where a person is registered to

- The OEA is not a tenant of the Member, and the Member is not a tenant of the OEA;
- The OEA is not a "dependent" of the Member as defined by the IRS; and the Member is not a "dependent" of the OEA; and
- The OEA is not eligible to inherit from the Member, or from the Member's current or former spouse, under the laws of intestate succession in the State of Michigan (This provision does not preclude the Member from naming the OEA in his or her estate plan).

Eligibility to continue coverage for an OEA ceases at the end of the month in which anyone or more of the eligibility criteria are not met.

The following individuals are *disqualified* from eligibility *as an OEA* under this program:

- The current or former spouse of the Member²
- The children (including adopted, step- and foster children) of the Member or of the Member's current or former spouse, and their descendants (e.g., children, grandchildren, etc.)
- The parents (including adopted, step- and foster parents) of the Member or of the Member's current or former spouse, and their descendants (e.g., the Member's siblings, nieces, nephews, in-laws, etc.)
- The grandparents of the Member or of the Member's current or former spouse, and their descendants (e.g., aunts, uncles, cousins, etc.)
- The Member's renters, boarders, tenants, landlord, etc.

Eligibility to continue coverage for an OEA ceases immediately upon an OEA becoming disqualified.

An OEA's children (including adopted, step- and foster children) who are qualified and claimed as IRS-defined dependents by the Member's eligible and enrolled OEA are also eligible for health care benefits in the same plan if they are members of the Member's household and under the age of 19 or a full-time student (as defined in the applicable health care plan) and they are unmarried (up to age 23 if an IRS-defined dependent). Such children's eligibility to continue coverage ceases immediately upon the OEA or the child becoming ineligible or disqualified.

Members must notify FSU Human Resources/Benefits in writing of any change in eligibility status or any disqualification, within 15 days after the relevant event.

The OEA enrollment form can be submitted only during the regular open enrollment period, or within 30 days after all of the eligibility criteria are first met, or within 30 days after an eligible OEA involuntarily loses health care benefits sponsored by another employer (a special enrollment event).

I wish to enroll the following Other Eligible Adult (OEA) and OEA's children:

vote; (6) location of the bank(s) where a person maintains accounts and statement address on same; (6) address on checking account, credit accounts/cards, etc. There will not be determined to be a break in residency if the OEA temporarily resides in the FSU employee's and OEA's former residence to sell a home or to stay with minor children to complete the current school year.

² A former spouse may be eligible as an OEA if after the divorce the former spouse becomes eligible again under the eligibility requirements above. The period of continuous residence must begin again after the divorce.

Ferris State University
 CTA-MEA
 Other Eligible Adult Health Benefit Coverage
 Page 3 of 3

OEA:

Name	Birthdate	Social Security #
<u>Children:</u>		
Name	Birthdate	Social Security #
Name	Birthdate	Social Security #
Name	Birthdate	Social Security #
Name	Birthdate	Social Security #

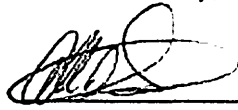
I certify that the OEA named above currently meets the OEA eligibility criteria for the program and that neither the OEA nor any of the OEA's listed children is disqualified from eligibility as described above. I understand that I am responsible for immediately notifying the Employer in writing if my OEA or any of my OEA's children ceases to satisfy one or more of the eligibility criteria or if my OEA should be disqualified from eligibility under the program. I understand that I am responsible for any premium co-pays attributable to participation of my OEA or my OEA's children in any FSU-sponsored health care plan, and for all costs and expenses attributable to participation by an OEA or OEA's children who are ineligible, and I authorize the Employer to deduct such premium co-pays, costs and expenses from my periodic pay. I understand that state and or federal law may not recognize "Other Eligible Adults" as being qualified for tax exempt status regarding the employer paid benefit. Therefore, I understand that the value of the health care coverages is subject to income tax and FICA taxes and will be reported as income on my W-2 form. I have been advised to consult with my own tax counsel at my own expense to determine the tax implications of the receipt of these benefits. I also understand that I will be responsible for paying any taxes associated with enrolling my OEA and my OEA's children. I also understand that in addition to all of the above that an OEA must meet the requirements of the insurance carrier to be eligible for insurance benefits.

Any information falsified on this document may result in discipline up to and including termination from employment.

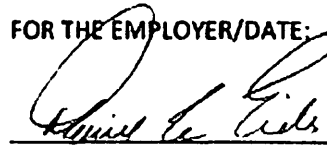
Employee Name (please print)	Birthdate	Social Security #
------------------------------	-----------	-------------------

Signature: _____ Date: _____

FOR THE UNION/DATE:


 Allen Sutherby, President
 CTA-MEA
 10/20/2010
 Date

FOR THE EMPLOYER/DATE:


 David L. Eisler, President
 FERRIS STATE UNIVERSITY
 10/21/10
 Date


 Steven B. Stratton, Director
 Labor Relations
 10/20/10
 Date

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