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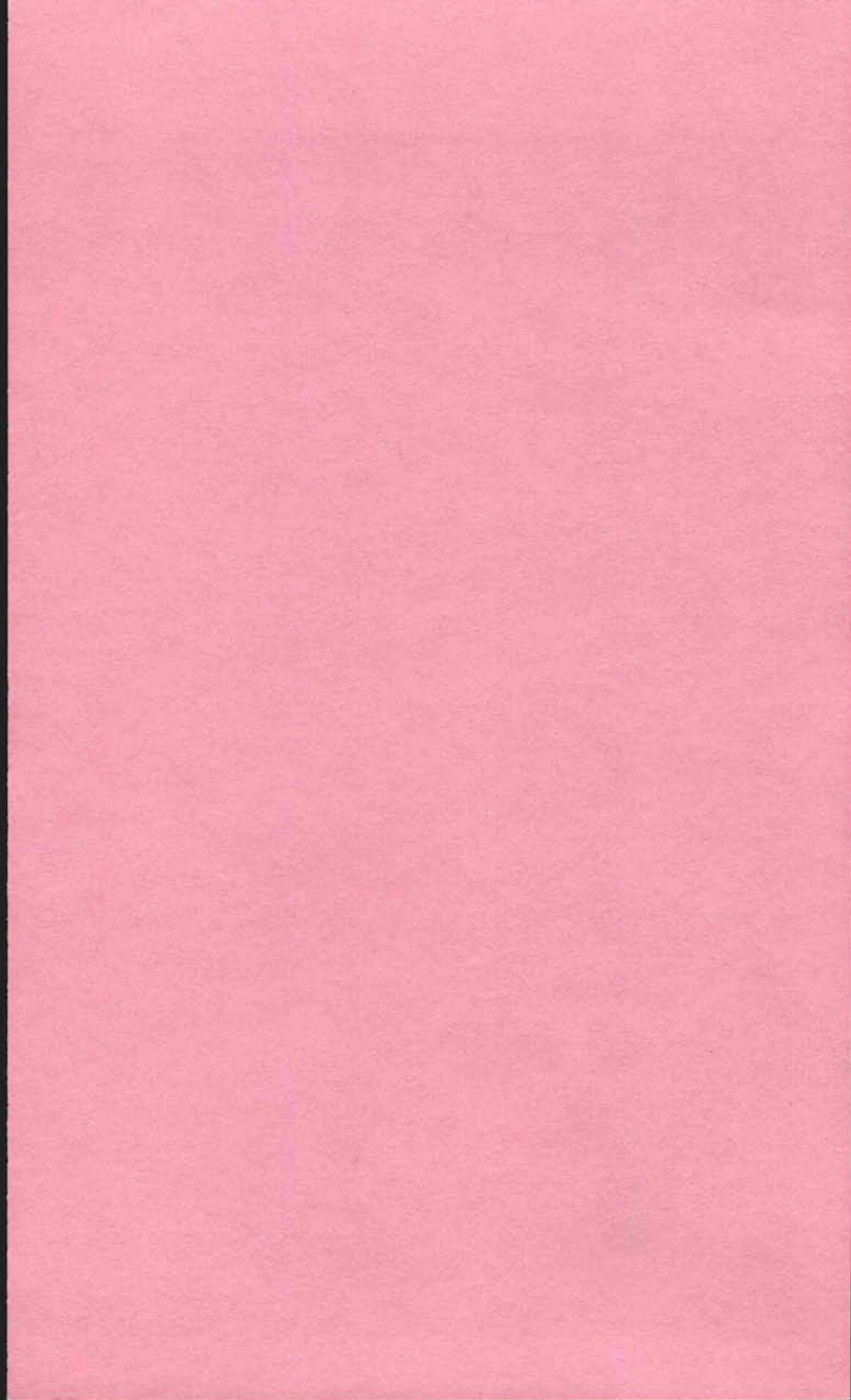
1995 - 2000



*Ferris State University*

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

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



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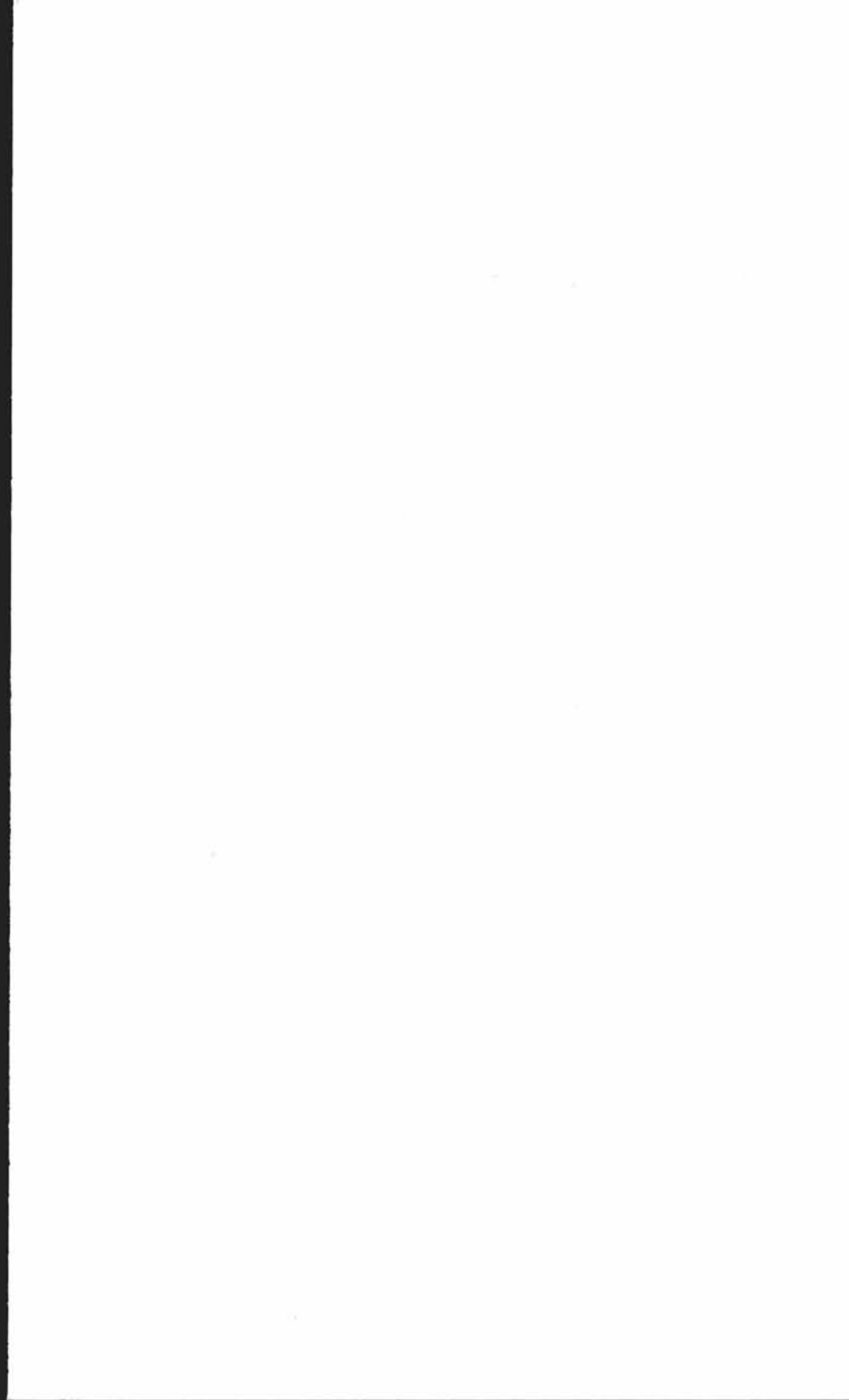
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## **AGREEMENT**

THIS AGREEMENT, entered into, effective the 22nd day of November, 1995, by and between the Board of Trustees of Ferris State University, hereinafter referred to as the "Employer" and Local Union 1609, and Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

### ***Article 1 - PURPOSE AND INTENT***

#### ***Section 1.***

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

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

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

## **Article 2- RECOGNITION**

### **Section 1. - Employees Covered**

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

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

## **Article 3 - DEFINITION OF TERMS**

### **Section 1.**

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

### **Section 2.**

The term "temporary employee" as used in this Agreement, shall mean an employee who is not currently a member of the bargaining unit, whose employment is full time and is limited in duration and is established for a specific purpose. Such full-time, temporary employees shall not initially be employed for longer than six (6) consecutive months. Any temporary full-time employee who works longer than six (6) consecutive months shall become a member of the bargaining unit.

Temporary employees will not be used to cause the lay-off or reduction in hours of any employee in the bargaining unit.

Section 3.

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

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

Section 4.

Dining Service Department substitute/trainee employees are not members of the bargaining unit and are not subject to the collective bargaining agreement except as set out in Article 17, Layoff and Recall. The duties performed by a Dining Service Substitute/Trainee will be duties comparable to those performed by a Food Service Worker either by substituting for an unavailable Food Service Worker or supplementing the Food Service Worker classification during special circumstances (these include catered events, athletic team meals, the beginning two weeks of each new semester, summer work, picnics, and conferences).

**Article 4 - MANAGEMENT RIGHTS**

Section 1.

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

agrees to cooperate with the University at all times in maintaining discipline and increasing efficiency and productivity.

Section 2. - Rules

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

Section 3. - Subcontracting

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

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

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

## **Article 5 - OTHER AGREEMENTS**

### **Section 1.**

There are no verbal or written understandings or agreements which are binding on either the Employer or the Union other than the

written agreements enumerated or referred to in this Agreement. No subsequent agreement(s) shall be binding on either the Employer or the Union until it has been put in writing and signed by both Employer and the Union.

Section 2.

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

**Article 6 - AID TO OTHER UNIONS**

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

**Article 7 - UNION SECURITY**

Section 1. - Requirements of Union Membership

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

- (1) Employees who choose to become Union members shall as a condition of employment, after the 45th day actually worked, be required to pay the Union for the duration of the Agreement, the uniform dues, initiation fees, and assessments hereafter levied by the Union for all members.

- (2) Any employee who chooses not to become a member of the Union shall, as a condition of employment, after the 45th day actually worked be required to pay to the Union a representation fee to be established by the Union in accordance with applicable law and certified to the University by the Union. Such representation fee for the first month shall be in an amount equal to the regular and usual monthly dues or representation fee.

Section 2.

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

Section 3.

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

Section 4.

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

## **Article 8 - UNION DUES AND INITIATION FEES**

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

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

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

### **Section 2. - Check-off of Dues Form**

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

### **Section 3. - Deductions**

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

### **Section 4. - Delivery of Executed Authorization of Check-off of Dues Form**

A properly executed copy of such Authorization for Check-off of Dues Form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before

any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Council 25 Secretary-Treasurer by the Employer.

Section 5. - When Deductions Begin

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

Section 6. - Delivery of Additional Check-off of Dues Forms

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

Section 7. - Refunds

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

Section 8. - Remittance of Dues to Secretary-Treasurer

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

Section 9. - Limit of Employer's Liability

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

**Article 9 - UNION REPRESENTATION**

Section 1. - Number of Representation Districts

The number of representation districts in the bargaining unit shall be twenty-seven (27) Stewards and six (6) Chief Stewards, unless the number is increased or decreased by agreement between the Employer and the Union.

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

Section 2.

In each district, as listed in Exhibit D., employees shall be represented by one (1) Steward who shall be a regular employee and working in that district.

Section 3.

The District Steward, or in the absence of the District Steward, the Alternate District Steward, during their working hours, without loss of time or pay and with prior approval of their supervisor, may in their own district, in accordance with the terms of this section, present grievances to the Employer representative in that area. The supervisor will normally grant permission and provide a reasonable time to the Stewards to leave their work to receive a grievance from an employee; on-the-job

investigation by the Steward, limited to the time necessary to check the facts, will be permitted, provided the Employer representative previously has been made aware of the specific complaint and has failed to act as requested. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time devoted to the proper handling of grievances will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

Section 4.

The Chief Steward or, in the absence of a Chief Steward, the District Steward, may be designated to discuss grievances with the immediate supervisor within that Chief Steward's or District Steward's Region of responsibility as set out in Exhibit D to the agreement.

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

Section 5.

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

Section 6.

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

**Article 10 - SPECIAL CONFERENCES**

Section 1.

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

Section 2.

Approximately three (3) weeks prior to the opening weekend of fall semester or as soon as that fall semester's staffing plan is complete the parties agree to meet for the purpose of planning for the first two (2) weeks of the fall semester in the Dining Services Department. The parties will discuss potential operational problems, staffing levels, and other pertinent issues.

## **Article 11 - GRIEVANCE STEPS AND ARBITRATION PROCEDURES**

### **Section 1. - Introduction**

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

### **Section 2. - Definitions**

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

### **Section 3. - Grievance Time Limits and Probationary Employees**

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

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

Section 4. - Grievance Steps

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

Step 1. - Discussion

Within five (5) working days after the occurrence of the event giving rise to the grievance, not including the day of the occurrence, provided the employee(s) has knowledge of the occurrence or reasonably should have had knowledge of the occurrence, the grievant and District Steward or Chief Steward, if the grievant chooses to have the District Steward or Chief Steward present, shall discuss the grievance with the grievant's immediate supervisor.

Step 2. - Written Level

In the event the grievance is not resolved in Step 1, it shall be discussed with the Chief Steward and, it may be reduced to writing and signed by the grievant(s), and Chief Steward, and presented to the appropriate administrator as designated by the University (i.e., Director of Plant Operations, Director of Dining Services, Director of Residential Life, or Director of Rankin Center) or his/her designee, on a standard FSU/AFSCME grievance form, within fifteen (15) working days of the discussion at Step 1, and shall set forth the specific language of the contract, including article and section, that is claimed to have been violated by those specific acts.

Within ten (10) working days a meeting shall be arranged with the employee(s) involved, the Chief Steward, the immediate supervisor, and the appropriate administrator as designated by the University (i.e., Director of Plant Operations, Director of Dining

Services, Director of Residential Life, or Director of Rankin Center) or his/her designee. Each party may also have one (1) other representative at the meeting.

After the Step 2 meeting, Management shall respond in writing to the Union's written grievance within ten (10) working days.

The University agrees to notify the Union promptly of any changes in administrators defined as appropriate in the grievance procedure.

### Step 3. - Pre-Arbitration

1. If the grievance is not settled at second-step, the Union may request the Office of the General Counsel or its designee to place the grievance on the agenda for the next pre-arbitration meeting. Such request shall be in writing and provided to the Office of the General Counsel within 14 calendar days of the Union's receipt of Management's response to Step 2. Items deemed "outstanding issues" may also be added to the agenda if mutually agreed to by the parties. Upon receipt of the Union's request, the Office of the General Counsel shall place the grievance or items deemed "outstanding issues" on the agenda unless such request is received less than ten (10) calendar days prior to the scheduled pre-arbitration meeting.
2. The parties agree that pre-arbitration will be held regularly (approximately monthly). The parties recognize, however, that unforeseen circumstances may force cancellation. If a pre-arbitration meeting is canceled, it shall be rescheduled as soon as possible. At the conclusion of the pre-arbitration meetings the parties will also attempt to schedule the next pre-arbitration meeting.
3. The parties agree that the agenda will be established ten (10) calendar days prior to pre-arbitration by the Office of the

General Counsel or its designee and be presented to AFSCME's Local President. All grievances advanced to pre-arbitration prior to that date shall be listed, unless time constraints do not allow for hearing all grievances. Any grievances not heard at pre-arbitration because of time constraints will be heard first after "outstanding issues" at the next pre-arbitration. Amendments to the agenda will be mutually agreed upon.

4. AFSCME's Local President will notify, in writing, the Office of the General Counsel or its designee five (5) calendar days in advance of anyone it would like to have released for each grievance. In addition to being subject to the other provisions of this section, each employee's release is subject to the approval of the employee's supervisor. Such approval will not be unreasonably withheld. No one will be released with less than five (5) calendar days' notice, unless mutually agreed upon.
5. Grievances will be scheduled in increments of 30 minutes.
6. AFSCME Local President or Vice President, the grievant(s), and the District Steward or Chief Steward may attend each pre-arbitration meeting without loss of pay for their regular, scheduled work hours. If any of the above-listed employee(s) are not scheduled for work during the pre-arbitration, the employee will not be compensated for attending.
7. Grievances involving the same or similar factual issues may be combined as one upon mutual agreement of the parties.
8. The parties agree that advanced preparation is essential for pre-arbitrations. The parties agree to come prepared and ready to proceed on time. Each party is responsible for taking their own notes, at the pre-arbitration meetings.

9. If the grievance is not resolved at the pre-arbitration step The Office of the General Counsel or its designee shall issue a written response to the grievance within twenty-five (25) working days from the date of the meeting.

Step 4. - Arbitration

- A. The Union shall have twenty-five (25) calendar days from the receipt of the pre-arbitration answer to notify the Office of the General Counsel in writing of its intent to arbitrate.
- B. Once contacted by Council 25 of its intent to go forward with arbitration, the University and the Union will agree to an arbitrator by jointly requesting the American Arbitration Association to furnish them with a list of arbitrators. Upon receipt of that list, the parties shall select the arbitrator to hear the grievance by alternately striking one name from the list. Determination of who strikes the first name will be by a flip of a coin. The name remaining shall be designated to hear the grievance. In the event there is not one name remaining, the parties will request the American Arbitration Association to provide a new list. The parties shall then attempt to select an arbitrator by again alternately striking one name from the list. In the event that an arbitrator is unable to be chosen in this fashion, the parties will select an arbitrator in accordance with the rules of the American Arbitration Association.
- C. The Union or the University may request a conference after the grievance has been submitted to arbitration and prior to the arbitration hearing for the purpose of reviewing the facts, to consider the means of simplifying the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.
- D. The University, the Union, the Arbitrator, and the Arbitration shall be subject to the following, which shall control if a

conflict exists with the rules of the American Arbitration Association.

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

5. The Arbitrator's charges for these services and expenses shall be shared equally by the Employer and the Union.
6. An award for back-pay for base wages shall be limited to the amount, of regular base wages the employee(s) would have earned from the date of the suspension/termination, less any amount received from other employment, self-employment, or any other work-related source. An employee will not be deemed to be unavailable or to have refused overtime during any period of suspension/termination that is overturned during the grievance procedure.
7. It shall be the responsibility of the Arbitrator to render a decision within forty-five (45) days of the closing of the case unless mutually extended by the parties.
8. Only one grievance shall be presented to an Arbitrator in any one hearing unless the parties mutually agree otherwise.

## ***Article 12 - DISCHARGE OR DISCIPLINE***

### ***Section 1.***

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

### ***Section 2. - Discharge or Disciplinary Suspension***

The Employer agrees that prior to discharge or disciplinary suspension of any non-probationary employee to as soon as reasonably possible notify the Union of a hearing to consider the facts pertaining to that contemplated action. Such hearing will be held as soon as practicable. The hearing will be attended by representatives of the Union (Chief Steward and President), the employee involved,

representatives of the management unit involved and a representative of the Office of the General Counsel. This requirement for a hearing will not affect the Employer's right to suspend an employee prior to the hearing if such suspension is deemed appropriate by the Employer. However, such suspension will be on a "with pay" basis until a determination is made of the disciplinary action that will be taken. Such disciplinary action may then be made retroactive by the Employer to the time of such suspension.

### Section 3.

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

Should the discharged or disciplined employee consider the action to be improper, a grievance may be presented within five (5) working days of the notice to discharge or discipline at and pursuant to Step 2 - Written Level of Article 11, Grievance Steps and Arbitration Procedure.

### Section 4.

While the Employer and the Union subscribe to the concept of progressive discipline, the Employer will not take into account prior infractions which occurred more than two (2) years prior to the current offense unless the offense resulted in a suspension of five (5) days or more, in which case the Employer may take the infractions into account for a period of three (3) years.

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

## ***Article 13 - SENIORITY***

### ***Section 1. - Seniority Defined***

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

### ***Section 2. - Probationary Employees***

- A. Employees hired in the bargaining unit shall be probationary employees for the first forty-five (45) days actually worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list from their last date of hire into the bargaining unit. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. However, no grievance will be entertained for discipline or termination of probationary employees unless it is charged that the Employer's action was based upon Union activity.

### ***Section 3. - Seniority Lists***

- A. The seniority list, on the date of this Agreement, will show the names and classifications, date of seniority, and position number of all employees of the unit entitled to a ranking for seniority.
- B. The Employer will keep the seniority list up to date at all times and will provide the local Union secretary/treasurer, and Council 25,

with up-to-date copies at least every six (6) months that are appropriate for posting on the bulletin boards.

**Article 14 - LOSS OF SENIORITY**

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

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

- G. If the employee is on sick leave of absence for a period of one (1) year, or the length of his or her seniority, whichever is the lesser.
- H. If the employee is discharged and the discharge is not reversed through the grievance procedure.

**Article 15 - SENIORITY OF UNION OFFICIALS**

**Section 1.**

Notwithstanding his/her position on the seniority list, the President of the Local Union shall, in the event of a layoff, be offered work in the bargaining unit, provided he/she is able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at this University. This shall not apply to overtime work or to any new job openings.

**Section 2.**

Notwithstanding their position on the seniority list, Chief Stewards shall, in the event of a layoff, be offered work in their own region as defined in Exhibit D, provided they are able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification at this University. This shall not apply to overtime work or to any new job openings.

**Section 3.**

"District" shall mean the area of jurisdiction of the representatives involved. Notwithstanding their position on the seniority list, District Stewards shall, in the event of a layoff, be offered work in their district if there is a job in their district which they can fully perform without added training or instruction.

The foregoing shall not apply to overtime work or to any new job openings or lateral transfers. Super seniority does apply during assignment shifts that take place between term breaks or during the Summer semester.

Section 4.

Representatives declining available jobs under paragraphs 1, 2, & 3, above will be required to wait their normal recall date according to his/her given seniority date.

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

Section 1. - *Permanent Vacancies and Permanent Newly-Created Bargaining Unit Positions*

- A. The Employer will award permanent bargaining unit vacancies and permanent newly created bargaining unit positions on a seniority basis to its full-time employees who possess the general physical qualifications and training/skills necessary for the job under consideration. The Employer shall designate what skills/training are required to be considered for the posted position. The designated skills/training will appear on the posting.
- B. All permanent bargaining unit vacancies or permanent newly created bargaining unit positions will be posted for a period of three (3) working days, during Monday through Friday, at mutually agreed upon locations. Information on job postings will include job classification, hours, wages, location, and position number. The University will attempt to fill permanent vacancies or permanent newly created bargaining unit positions within two (2) weeks of the permanent vacancy. The Office of Human Resource Development (HRD) will furnish the Union President with a copy of all permanent job postings at the time they are posted.

- C. The Employer will not be obligated to consider a job bid from an employee who has not submitted his/her bid (in writing) to HRD on or before the third (3rd) working day the job is posted. A steward may, at the request of an employee, subject to the requirements set out elsewhere in this section, submit a job bid for that employee.
- D. If it should become necessary to bypass a more senior applicant, reasons for denial, if requested, shall be given in writing to such employees with a copy to the Union President.
- E. The employee who is awarded the permanent vacancy or permanent newly-created position shall be granted a reasonable trial period to determine:
  - His/her ability to perform the job (40 working days)
  - His/her desire to remain on the job (30 calendar days)
- F. During the first thirty (30) calendar days, the employee shall have the opportunity to revert back to his/her former classification.
- G. During the trial period (40 working days) the employee shall receive the next rate of pay (in the new classification) higher than his/her former rate of pay. The employee shall receive the maximum rate for the job which is in accordance with the employee's seniority beginning on the forty-first (41st) working day.
- H. Once an employee is awarded a permanent vacancy or a permanent newly-created position, he/she will then be ineligible to bid for any other permanent or temporary vacancies in the bargaining unit or permanent or temporary newly created positions that may develop from the date awarded the position to the actual start date of the new position and for twelve (12) months thereafter from the effective start date of the new position, unless the maximum rate for the new position is greater than the maximum rate for the position the employee presently holds or the work is transferred to another location and/or shift, or the position is

eliminated. If an employee bids on a permanent vacancy or a permanent newly-created position and is unsuccessful in filling that position during the trial (40 working days) period, or if the employee elects to return to his/her former classification during the trial period (30 calendar days) or if the employee makes a downward move (to a lesser paying position), he/she shall be ineligible to bid on another permanent or temporary vacancy or permanent or temporary newly-created position for six (6) months unless there are no other bidders from within the bargaining unit.

- I. At the time of the awarding of the permanent vacancy or permanent newly-created position, HRD will furnish the Union President with a complete listing of all employees who have signed a particular posting, together with the name of the employee awarded the position and the position number.

Section 2. - Temporary Vacancies and Temporary Newly-Created Positions (61 Days or More)

- A. "Temporary vacancies" and "temporary newly-created positions" are positions for a duration of 61 days or more, up to one year.
- B. All temporary bargaining unit vacancies or temporary newly created bargaining unit positions will be posted for a period of three (3) working days, during Monday through Friday, at mutually agreed upon locations. Information on job postings will include job classification, hours, wages, location, expected duration and the minimum requirements for the position. The University will attempt to fill temporary vacancies or temporary newly created bargaining unit positions within two (2) weeks of the temporary vacancy. HRD will furnish the local Union President with a copy of all temporary job postings at the time they are posted.
- C. An employee who fills a temporary vacancy or a temporary newly-created position may, on the return of the regular employee or the awarding of the position to another employee after one year, return to his/her former position.

- D. The Employer will award temporary bargaining unit vacancies and temporary newly created bargaining unit positions on a seniority basis to full-time employees who possess the minimum qualifications for the position. The Employer shall designate what minimum qualifications are required to be considered for the posted position. The designated minimum qualifications will appear on the posting.
- E. The Employer will not be obligated to consider a job bid from an employee who has not submitted his/her bid (in writing) to HRD on or before the third (3rd) working day the job is posted. A steward may, at the request of an employee, subject to the requirements set out elsewhere in this section, submit a job bid for that employee.
- F. If it should become necessary to bypass a more senior applicant, reasons for denial, if requested, shall be given in writing to such employees.
- G. An employee who is awarded a temporary vacancy or temporary newly-created position shall be granted a 40 working day trial period to determine his/her ability to perform the job.
- H. If an employee is awarded a temporary position or a temporary newly-created position and is unsuccessful in filling that position during the trial (40 working days) period, or if the employee makes a downward move (to a lesser paying position), he/she shall be ineligible to bid on another temporary vacancy or temporary newly-created position for six (6) months, except by mutual agreement of the Employer and the Union.

If an employee is awarded a temporary position or a temporary newly-created position he/she shall be ineligible to bid on another temporary position while assigned to a temporary position.

- I. At the time of the awarding of the temporary vacancy or temporary newly-created position, HRD will furnish the Union President with a complete list of AFSCME bidders who have signed a particular

posting, together with the name of the employee awarded the position, the position number and expected duration.

Section 3. - Temporary Assignments (Less than 60 Days)

- A. A "temporary assignment" is any temporary assignment due to illness, injury, approved leave of absence or operational needs during the posting/hiring process or for short-term (less than four [4] weeks) operational needs.
- B. A temporary assignment of less than 60 days does not have to be posted and will not be made for arbitrary, capricious, punitive, or discriminatory reasons.
- C. An employee filling a temporary assignment will, upon expiration of the temporary assignment, return to his/her former position.

Section 4. - Lateral Transfers

The University may, in its discretion, make lateral transfers. A lateral transfer is defined as a change in job location or shift without a change in job classification. Lateral transfers of 60 days or less do not have to be posted. Lateral transfers of 61 days or more will be posted. If a lateral transfer is made, the vacancy created by the lateral transfer may also be filled by lateral transfer, provided, however, that there will be no more than a total of three (3) lateral movements as a result of the first job vacancy. The University recognizes that a lateral transfer cannot be made for arbitrary, capricious or punitive reasons.

Section 5. - Summer Transfers

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

Section 6.

- A. If an employee on leave either terminates or exceeds the leave provisions of this contract (one year), and his/her position was temporarily filled as set out in Section 2 or 3, above, his/her position will be posted in accordance with Section 1, above.
- B. An employee who leaves the bargaining unit and later returns to the bargaining unit shall have only that seniority accumulated while in the unit.
  - 1. Section B shall apply for purposes of shift assignment, layoff and recall, acting assignments, promotions, transfers, overtime, and longevity.
  - 2. Section B shall not apply for purposes of determining sick leave, vacation accrual or pension benefits.
- C. If and when operations or divisions or fractions thereof are transferred outside the Big Rapids area for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Any necessary change in residence will be considered in such cases.
- D. The Employer agrees that in any relocation of work stations outside the immediate Big Rapids area, it will discuss the movements with the Union in order to provide for the protection of the seniority of the employees whose jobs are involved.
- E. It is agreed that employees at the University may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification. It is understood that the above provision does not guarantee twelve (12) months' employment each year to any employee, but is merely a sincere effort on the part of the University to utilize the

talents and services of regular full-time employees during normally slow periods. This clause is not deemed to supersede the provisions of F.

F. If an employee is temporarily assigned without posting to perform the work of a higher rated classification for a period of one (1) or more hours, he/she will be compensated at the beginning rate of the classification or fifteen cents (\$.15) per hour above his/her current job rate, whichever is greater for hours worked. This provision shall not apply to those situations involving the performance of higher rated work which has been included as a part of the regular compensation for the lower rated job (e.g., Cook I doing the work of Cook II during the regularly scheduled temporary absence of the latter). Employees temporarily assigned to lower rated tasks will not suffer rate reduction. This provision shall not apply to employees who bump to a lower rated job pursuant to the layoff and bumping procedure.

G. Skilled Trades:

1. Employees in the trades classification are further grouped into the following maintenance departments: carpenter; carpenter/locksmith; electrician; elevator mechanic; plumber; painter; heating, ventilating, air conditioning, and refrigeration (HVACR); vending; auto mechanic; and power plant operator.
2. It is specifically recognized that the Employer may add additional classifications in the skilled trades. A discussion will be held with the Union prior to the addition of any new classification, or the deletion of any classification.
3. It is also recognized that all skilled trades in all classifications are generally skilled in many maintenance areas and that all skilled trades may be temporarily required to work in other skill areas regardless of which specialized skilled trades usually performs the work. No assignment of this nature may be used for punitive reasons.

4. Overtime is distributed for skilled trades classification employees pursuant to Article 21, Section 10.
5. It is not the intention of the University to erode the classification structure under the collective bargaining agreement, and the University continues to support the apprenticeship program and the importance of the skilled trades classifications.

#### **Article 17 - LAYOFF AND RECALL**

##### **Section 1.**

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

1. All part-time employees
  2. All probationary employees
  3. All temporary employees
  4. Regular full-time employees
- A. Probationary employees will be laid off in the classification to be reduced, provided employees with seniority can do the available work.
  - B. Employees provided notice of lay-off will be allowed to either accept the lay-off or exercise seniority to displace a less senior employee, and so on, within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.
  - C. Employees given notice of lay-off from their classification may either accept lay-off or exercise seniority to displace a less senior employee in the same or lower paying classification for which the employee provided notice of lay-off has the skill and ability to

qualify to do the work with normal supervision but without any additional training. Such employees may exercise seniority to displace a less senior employee in any higher paying job classification only if said employee has had two (2) months experience with the University in that higher paying job classification to which he/she is attempting to exercise bumping privileges.

- D. Remaining least senior employees who are not assigned to available positions will be laid off (retaining recall rights as provided for in this Article).
- E. In the case of regular seasonal reductions in the Dining Services group, employees with the greatest seniority will be permitted to elect a voluntary layoff rather than continued employment during the layoff period, provided the remaining employees are able to do the work required.
- F. When there is a decrease in a work force of a skilled trades classification, the following procedure shall be followed:
  - 1. In the classification which is being reduced, the employee with the least seniority in that classification will be provided notice of lay-off first and so on within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.
  - 2. Employees provided notice of lay-off from their skilled trades classification may exercise seniority to displace a less senior employee in another skilled trades classification only if employee provided notice of lay-off has had two (2) months' experience in the job in which he/she is attempting to exercise bumping privileges and if he/she has the skill, ability, and certification/license or the ability to obtain license within 60 days of the start date in the new classification to qualify to do the work with normal supervision but without any additional training.

3. Remaining least senior employees who are not assigned to available positions will be provided notice of lay-off.
  4. All other provisions of Article 17 apply to skilled trades except to the extent of any inconsistencies, in which case Section F. will apply.
- G. Notice of lay-off is not deemed to be an actual lay-off for purposes of recall.
- H. The University will provide not less than fourteen (14) calendar days notice to the Local 1609 President and each bargaining unit member who will be laid off of:
- A. the name of the bargaining unit member who will be laid off; and
  - B. the anticipated date of layoff

Pay will be provided in lieu of notice for each work day less than fourteen (14).

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

Section 2. - Recall Procedure

- A. When the working force is increased, any employee on layoff from the bargaining unit will be recalled according to seniority, provided he/she is able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher rated job for a period of two (2) months and is able to do the work.
- B. Laid-off employees will not accrue seniority during the lay-off period. Once an employee is recalled to a permanent full-time position, their seniority shall be adjusted to reflect the period of layoff.

- C. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to report to work within twelve (12) days from the date of mailing of notice of recall, he/she will be considered terminated. Extensions may be granted by the Employer in its sole discretion.
- D. When the Employer determines that it will fill a position at a time when an employee(s) is on layoff the following procedure will be followed: First, the Employer will post the position pursuant to Article 16, Section 1. Second, in the event the position is not awarded to a bargaining unit member pursuant to Article 16, Section 1, the most senior employee on layoff shall be recalled to the position, provided the employee has the skill and ability to perform the duties of the position.
- E. Laid-off employees will be offered substitute/trainee work during their period of lay-off provided work is available. After laid-off employees have been offered substitute/trainee work, the University may use non-bargaining unit employees to fill substitute/trainee positions.
- F. After laid off employees have been offered employment in a temporary position, the University may use non-bargaining unit employees for temporary positions due to illness, injury, approved leave of absence, or operational needs during the posting/hiring process.

**Article 18 - NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS**

Section 1.

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

classifications to which the content is substantially changed is recognized.

Section 2.

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

Section 3.

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

Section 4.

If a bargaining unit classification is eliminated or changed to a non-bargaining unit classification, the Union will be notified by the Employer in advance of any change and given the opportunity to discuss the situation.

**ARTICLE 19 - LEAVES OF ABSENCE**

The Ferris State University Family and Medical Leave Act Policy is hereby incorporated into this Agreement. The provisions of the Family and Medical Leave Act Policy have the force of any other provision of this Agreement, which would include any portions of the Family and Medical Leave Act Policy that provides benefits greater than those set out in this section or other sections of this Agreement.

Section 1. - Personal Leave

Leaves of absence up to three (3) months without pay may be granted in cases of need for those employees who have acquired seniority under this Agreement. Leaves shall not be granted for the purpose of obtaining employment elsewhere. Leaves of absence may

be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

Section 2. - Medical Leave of Absence

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

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

- B. An employee granted a medical leave of absence upon his/her verbal request, or one made on his/her behalf, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing and with such evidence of his/her need for leave as the Employer may require.
- C. If an employee is on sick leave of absence for more than thirty (30) days, the Employer may require him/her to furnish a physician's statement that he or she has adequately recuperated and is able to return to work on his/her job or a job to which his/her seniority would entitle him/her pursuant to this Agreement.
- D. An employee who returns from a medical leave of absence within the time limit provided for in this Agreement, shall have the right to return to his/her former position.

Section 3. - Leave for Outside Union Assignments

Members of the Union selected by the Union to do work which takes them from their employment for a period of more than thirty (30) days shall, at the written request of the Union, be granted a temporary unpaid leave of absence not to exceed two (2) years or the term of office, whichever is shorter, provided the Employer is given adequate notice and is able to make arrangements for qualified substitute help where necessary.

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

The leave in this section is intended to be used for responsibilities outside of the routine, typical, responsibilities undertaken by Union members at the University.

Section 4. - Maternity Leave

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

Section 5. - Union Education Leave and Union Leave for Internal Union Business

Leaves of absence (with pay) will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union (including AFSCME conventions, workshops, and seminars) and to those employees selected or designated to perform local, internal Union business. The combined number of working days allowed for these type of leaves described in this section will not exceed a total of fifty-two (52) days per year. The minimum increment of time that must be used when taking leave under this provision shall be half-day increments.

Section 6. - Medical Dispute

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

Section 7. - Leave of Absence - General

The employee who is on an unpaid leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Office of Human Resource Development about maintaining the employee group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be approved by the appropriate administrator as designated by the University (i.e., Director of Plant Operations, Director of Dining Services, Director of Residential Life, or Director of Rankin Center) or designee.

The University agrees to notify the Union promptly of any changes in administrators defined as appropriate in this agreement.

Seniority shall continue to accumulate during all leaves of absence and extensions thereof.

**Article 20 - STUDENT EMPLOYEES**

Section 1.

As a matter of policy, the University is committed to provide work opportunities for students who, by definition, are excluded from the

bargaining unit. However, it is understood and agreed that student help will not be used to the extent that student help violates the security of the bargaining unit, as defined in Section 2, 3, and 4 below.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

**Article 21 - WORKING HOURS**

Section 1. - Workday and Workweek

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

Section 2. - Shift Differential

Employees who work on the second and third shift shall receive, in addition to their regular pay, twenty cents (\$.20) per hour (\$.30 per hour beginning November 22, 1998), additional compensation for hours actually worked on the 2nd or 3rd shift. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

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

Section 3. - Shift Hours

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

Section 4. - Rest Periods

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

Section 5. - Wash-up Time

Employees will be given time (as appropriate for the type of work performed) prior to punching out to wash up and change uniforms.

Section 6. - Call-In Pay

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

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

The Employer may require classifications within designated departments to carry pagers according to the Pager Procedure established by the University.

The Pager Procedure will include at least the following:

1. Participants will be all employees in the designated departments.
2. The on-call employees will receive \$8.50 per weekday and \$12.00 per week-end day and holidays compensated for each day the pager is carried (plus any increases pursuant to the salary grid in years 1996, 1997, 1998, and 1999) in addition to any pay received for call-in's for each week he/she carries the pager.
3. Assignment will be made from the designated department overtime list. Pager Assignments will be given to the employee with the lowest accumulated overtime. An employee who declines to carry the pager assignment will be charged for all call-ins during the pager assignment period. If all employees in that classification decline to carry the pager, the employee who has the lowest accumulated overtime must carry the pager for that assignment.
4. Except as otherwise noted, it is understood that overtime shall be kept according to the overtime guidelines and is subject to equalization of overtime hour requirements. However, it is recognized that due to the seven (7) day scheduling period that disparities of greater than ten (10) hours may develop.
5. Employees who receive a page must contact the appropriate dispatcher, as determined by the University, within one-half (1/2) hour of the page.
6. In the event a holiday falls on the day the pager is scheduled to be passed from one employee to another, the employee currently carrying the pager will retain it for those day(s) and be compensated for each day the pager is carried.

7. The pager week shall be defined as seven (7) consecutive calendar days except where extended due to holiday(s) as set out in number 6 above. Assignments will be made on Tuesday of each week and will begin at 4:30 p.m. on Tuesday and end at 8:00 a.m. on the following Tuesday.

Section 7. - Time and One-Half

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

Section 8.

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

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

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

2. Counting the holiday as a day worked for purposes of computing overtime.

Section 9.

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

Section 10. - Equalization of Overtime Hours

- A. Overtime hours shall be divided as equally as possible to within ten (10) hours among all employees in a given job classification and a given shift by region as listed in Exhibit E, except as modified or described below:

Region 1 -- Physical Plant:

Overtime hours accumulated while working outside a classification will not be kept on that classification overtime list or any other overtime list and is not subject to equalization of hours requirements.

Trades

Each trades department (i.e., HVACR, plumbing, etc.) will have a single overtime list, which lists all employees in that trades department irrespective of shift and classification.

Grounds

In the grounds department all classifications are on a single overtime list irrespective of shift or classification.

Moving Crew

In the Moving Department only, overtime shall be equalized from a list of eligible employees who have

requested to work overtime in the department. Overtime worked in the Moving Department shall not be counted on any other overtime list for purposes of equalization.

Employees desiring to work overtime as part of a moving crew shall request in writing to the moving supervisor that their name be included on a separate list of available employees. Such written request will include the employee's shift and home telephone number.

There shall be two (2) lists. One for persons normally assigned to the day shift (designated the a.m. list), and one for persons normally assigned to other than day shift (designated as the p.m. list).

All Saturday and Sunday moving overtime shall be offered first to the list with the lowest accumulated averaged overtime. All overtime needed during the day shift shall be worked by p.m. list employees. All overtime on other than the day shift shall be worked by a.m. shift employees.

Employees performing as moving crew workers will be compensated at \$10.53/hour plus any increases pursuant to the salary grid in years 1996, 1997, 1998, and 1999.

Employees performing as moving coordinators shall be compensated in accordance with Article 16, Section 6.F.

#### Asbestos Abatement

It is not required to equalize overtime to within 10 hours (as described in Section 10.F) for those qualified employees within any given classification required to

do asbestos management/removal on an overtime basis.

Employees within a given classification who work overtime hours in the asbestos abatement program shall have those hours maintained on a separate list within that classification.

Employees who have changed job classifications or newly hired employees will be charged with the highest number of overtime hours charged against employees in that classification and shift not working in the asbestos abatement program on the day they enter the classification.

#### Region 2 -- Dining Services

Overtime hours will be divided as equally as possible among all employees in a given job classification and a given shift.

Overtime hours accumulated while working outside the employee's job classification or shift within the Region will be charged against that employee's accumulated overtime in their current classification and shift.

The Dining Services Shifts are as follows:

A.M.--starts after 5:00 a.m. but before 9:30 a.m.

P.M.--starts after 9:30 a.m. but before 1:00 p.m.

Late Night--starts after 1:00 p.m. but before 5:00 a.m.

Overtime will be offered as follows (Management will determine whether or not overtime will be offered by extension of shift or otherwise.):

a. Call-In Overtime

1. First, work in a given classification will be offered to employees in that classification who are regularly on that shift but are not regularly scheduled to work that day and who have the lowest accumulated overtime.

2. Second, work in a given classification will be offered to employees in that classification who are regularly scheduled on a different shift not regularly scheduled to work that day and who have the lowest accumulated overtime.

3. Third, work in a given classification will be offered to Dining Services employees in other classifications who are regularly on that shift and who are qualified to do that work and who are not regularly scheduled to work that day, and who have the lowest accumulated overtime.

4. Fourth, work in a given classification will be offered to Dining Services employees in other classifications who are not regularly on that shift and who are qualified to do that work and who are not regularly scheduled to work that day, and who have the lowest accumulated overtime.

b. Extensions of Shift

1. First, work in a given classification will be offered to employees in that classification who are regularly on that shift, are regularly assigned to that Dining Center, and who have the lowest accumulated overtime.

2. Second, work in a given classification will be offered to employees in that classification, are

regularly on that shift, are regularly assigned to a different Dining Center, and who have the lowest accumulated overtime.

3. Third, work in a given classification will be offered to Dining Services employees in other classifications who are regularly on that shift, are qualified to do that work, are regularly assigned to that Dining Center, and who have the lowest accumulated overtime.

4. Fourth, work in a given classification will be offered to Dining Services employees in other classifications who are regularly on that shift, are qualified to do that work, are regularly assigned to a different Dining Center, and who have the lowest accumulated overtime.

Regions 3 and 4 -- Custodial:

Custodial employees will have overtime equalized by shifts by region as listed in Exhibit E as follows:

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

Overtime hours accumulated while working outside the employee's job classification or shift will be charged against the employee's accumulated overtime in their current classification and shift.

If employees on a given shift in the region are unavailable for overtime then employees on the other shifts in that region will be asked to do the overtime. If employees on all shifts in the region are unavailable then employees in the custodial

classification from other regions will be asked to perform the overtime.

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

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

- C. An employee on vacation or personal leave may indicate in writing to his/her supervisor prior to his/her absence that he/she is available for overtime assignments. He/She may then be called for overtime.
- D. An employee who the supervisor is unable to contact after a good faith effort will be deemed to have refused available overtime and will be charged the average number of overtime hours during the overtime period. If an employee has an answering machine, management will attempt to leave a message on the machine indicating that the employee was called for overtime.
- E. An employee who is working for the University at the same time overtime hours are being offered will not be charged a refusal for the overtime being offered (working includes participation in an employer mandated training program).
- F. Except as otherwise noted, it is understood that these guidelines do not require that employees with the lowest amount of accumulated overtime must be assigned available overtime. It is understood that once disparities of greater than ten (10) hours develop between the employees highest and lowest in accumulated overtime, the employee(s) with the lowest accumulated overtime will be assigned the next available overtime

until they are again within ten (10) hours of the employee with the highest accumulated overtime.

- G. In cases of emergency where essential services are disrupted, or which may result in property damage, serious injury, or death, the University may assign the work in the manner appropriate to deal most effectively with the situation, even if such assignment is not otherwise in accordance with these guidelines.
- H. Employees who have changed job classifications or shift and newly hired employees will be charged with the highest number of overtime hours that exist in the new classification or shift by employees not working in the Asbestos Abatement Program, on the day of their transfer or the day they enter the new classification.
- I. The employer has the right to require employees to work overtime. Employees may refuse mandatory overtime assignments one (1) time in a six (6) month period.
- J. The Employer will provide written notification to the employee seven (7) calendar days in advance when a schedule change is made. The days of work or shifts of employees will not be changed for the sole purpose of avoiding the payment of overtime pay. This Section shall not prevent the Employer from making permanent schedule changes or from adding additional bargaining unit employees even if those decisions are solely motivated by a desire to reduce overtime.
- K. Every month a copy of the overtime list for a district will be placed in a mutually-agreed upon designated area. In addition, management shall place overtime lists for custodians in a mutually-agreed upon designated area.
- L. A separate overtime list will be maintained during the summer months for employees assigned to Dining Services for the summer.

Section 11.

No employee will be regularly scheduled for more than seven (7) consecutive days of work without being followed by at least two (2) days of rest. It is specifically recognized that this does not apply to the scheduling of overtime work for employees who are regularly scheduled to work five (5) consecutive days followed by two (2) days of rest.

**Article 22 - VACATIONS**

Section 1.

Regular full-time employees covered by this Agreement will be eligible for vacation with pay in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation</u>
1 year through 4 years	12 working days
5 years through 9 years	15 working days
10 years or more	20 working days

A "month" is defined to mean any month in which an employee works at least a minimum of one hundred and fifty (150) regular hours for which pay is received, i.e., worked hours, sick pay hours, holiday hours and vacation hours. In no event will a twelve (12) month employee be credited with more than twelve (12) months of employment in any year.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

**Article 23 - HOLIDAYS**

Section 1.

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

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

Section 2.

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

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

Section 3.

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

**Article 24. - GROUP LIFE INSURANCE**

Each bargaining unit member will be provided with \$25,000 term life insurance by the University. Further, Ferris State University agrees to make extended life insurance coverage available for the bargaining unit member's spouse in the amount of \$5,000 and for the bargaining unit member's children in the amount of \$5,000 for each child. The cost of extended dependent coverage is to be paid in full by the employee.

**Article 25. - HEALTH INSURANCE**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Ferris State University agrees to pay 100% of the Ferris Flex High Plan for the duration of this contract subject to a 4% annual cap on the increase in the total premium (i.e., if the premium increase is over 4%,

the employee is 100% responsible for the increase over 4%) and therefore, Ferris State University shall pay a monthly maximum of \$506.25 (family), \$150.00 (single) commencing July, 1996; \$526.50 (family), \$156.00 (single) commencing July, 1997; \$547.56 (family), \$162.24 (single) commencing July, 1998; and \$569.46 (family), \$168.73 (single) commencing July, 1999.

Bargaining unit members who are personally covered under another health insurance program (i.e., through spouse's employer) and therefore not electing health insurance coverage will be paid the amount of the 1996 single subscriber premium (\$150.00 less applicable taxes and withholdings) of the High Health Plan towards the medical reimbursement plan provided in section 6.

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

The University will reimburse current bargaining unit members up to a maximum of \$60 (sixty) per month for the cost of Medicare premiums which the employee is incurring for his/her Social Security approved disabled dependent(s) under the age of 65. To receive reimbursement, the employee must submit proof to the Office of Human Resource Development that Medicare payments were paid. Reimbursement will be paid to the employee on a quarterly basis. The provisions of this paragraph are applicable only when Medicare is the primary health insurance coverage for the dependent.

#### Section 5. - Dental Insurance

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

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

Section 6. - Medical Reimbursement

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

A check equal to the 1996 accrued single subscriber rate (\$150.00 less applicable taxes and withholdings) will be issued to eligible bargaining unit members in their bi-weekly pay checks as applicable.

Section 7.

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

Section 8.

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

1. Leaves of Absence. Employees who are granted a leave of absence will have insurance benefits continue to the end of the month in which the leave of absence occurs. Thereafter, the employee on leave of absence may continue his/her insurance for a period determined by COBRA by contributing the full premium on a monthly basis prior to the date the premium is due. Employees granted leaves of absence under the FMLA shall have insurance benefits continue as specified in the FMLA Policy.

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

Section 9. - Long Term Disability Insurance

The University will provide all AFSCME bargaining unit members with long-term disability insurance. The LTD benefits will begin after the termination of the employee's sick leave or at the end of the elimination period for the LTD plan selected, calculated from the last day worked, whichever is the later date. Benefits will be equal to 66 2/3 percent of the employees salary, and will continue until the employee reaches age 65. Social security and workers' compensation payments will be offset against the LTD payments.

Section 10. - Vision Plan

The University will provide benefits according to the following schedule:

**Vision Plan Coverage**

Benefit	Coverage
Exam	\$5.00 Co-pay - Plan pays maximum \$40.00
Lenses	\$10.00 Co-pay - Plan pays maximum \$60.00 Single vision lenses \$90.00 Bifocal lenses \$100.00 Trifocal lenses
Frames	\$10.00 Co-pay - Plan pays maximum \$65.00
Contact Lenses	\$10.00 Co-pay - Plan pays maximum \$70.00

Eligible for one exam and a pair of lenses and frames or one exam and one pair of contact lenses each plan year (July 1 through June 30) for each person covered under the vision plan.

The complete provisions of the Plan are contained in the plan document available in HRD.

Section 11.

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

**Article 26 - RETIREMENT**

Members presently in the Michigan Public School Employee's 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.

Those bargaining unit employees hired after January 1, 1996, and who are not eligible to participate in MPSERS or its successor will participate in a defined contribution plan established by the University. For these employees, the University will budget an appropriate amount to address contributions required to be made to a retirement program.

The parties agree that once the retirement committee makes its recommendation regarding a successor retirement plan, the parties, upon the request of the union, will bargain regarding the same.

**Article 27 - TUITION WAIVER**

Section 1.

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

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

Section 2.

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

- A. Prepare and submit the information requested on the appropriate Ferris State University form. The form is available at the Office of Human Resource Development.
- B. Take not more than three (3) courses or eight (8) credit hours, per semester. One course may be taken during working hours, subject to the approval of the immediate supervisor concerned and the approval of the appropriate administrator as designated by the University (i.e., Director of Plant Operations, Director of Dining Services, Director of Residential Life, or Director of Rankin Center) or his/her designee, who will review the recommendation or denial, and consider the reasonableness of any denial due to work load conditions. Release time will be considered time without pay. However, arrangements should be made with the supervisor for makeup of such time to provide for eight (8) hours of work per workday.

A laid off employee will receive a tuition waiver of up to sixteen (16) undergraduate credit hours to be used within one (1) year of the initial date of layoff.

The University agrees to notify the Union promptly of any changes in administrator(s) defined as appropriate in this Article.

- C. Complete course and return duplicate copy with copy of grade slip for filing in the employee's personnel file.

Section 3.

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

**Article 28 - JURY DUTY**

Section 1.

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

Section 2.

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

**Article 29 - FUNERAL LEAVE**

Section 1. - Immediate Family Members

An employee who is absent from work due to the death of a member of his/her immediate family shall be entitled to a paid funeral leave, not to exceed four (4) work days. An "Immediate Family member" shall include: current spouse, child, step-child, daughter-in-law, parent, sister, brother, son-in-law, grandchild, grandparent, parent/grandparent of spouse, step-parent, step-brother, and step-sister.

Section 2. - Other Family Members

Employees who are absent from work due to the death of any of the following shall be entitled to one (1) day of paid leave for the day of the funeral: aunt, uncle, sister-in-law, brother-in-law, niece, nephew, step-grandparent, and any person with whom the bargaining unit member is currently making his/her home.

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

**Article 30 - UNIFORMS**

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

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

Upon request of the bargaining unit member, the University will supply three (3) sets of uniforms each year of this contract for employees assigned to Physical Plant (except for Food Service employees working as custodians during the summer). For the duration of the current AFSCME contract, Dining Services will provide five (5) shirts to Dining Service kitchen employees and \$55.00 for pants per year.

Upon request of bargaining unit member, new employees and employees not previously outfitted will receive three (3) uniforms. The University will provide additional uniforms if the employer determines a need to do so. The employer will not be arbitrary or capricious in the exchange of uniforms as provided herein.

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

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

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

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

#### **Article 31 - SAFETY COMMITTEE**

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

## **Article 32 - SICK LEAVE**

### Section 1. - Sick Leave Credit

Each regular full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave per year to be credited at the rate of 4.34 hours for each fully completed semi-monthly payroll period with a maximum accrual of two hundred and sixty (260) working days.

### Section 2.

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

### Section 3.

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

### Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

In case of the death of an employee (regardless of age or length of service to Ferris State University), payment of accumulative sick leave up to one hundred (100) days shall be made to the beneficiary designated by the employee or his or her estate. Such compensation will be made at the employee's current rate of pay.

Section 8.

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

Section 9. - Record and Reports

- A. The Payroll Office shall maintain a sick leave record on all employees. The record shall be credited with earned sick leave credit each monthly payroll period and debited periodically as sick leave benefits are used.

- B. Employees must notify their immediate supervisor, at the earliest opportunity, when they will be off work because of illness. All such calls must be made to the immediate supervisor no later than fifteen (15) minutes after the beginning of their shift, except that calls after fifteen (15) minutes will be given consideration by management in proven extreme emergency situations. The immediate supervisor is charged with the responsibility of reporting to the Payroll Office of the University on each payroll report all absences in his or her department which are chargeable against sick leave credit. This will be the original record from which the Payroll Office will secure the information for the permanent record.

Section 10.

All employees who are required to be absent from work due to the serious illness of an employee's child, spouse, step-child, sister, brother, grandchild, parent, grandparent or parent of spouse shall be entitled to use up to five (5) full days of accumulated sick leave in total per year for this purpose. The requirements of Section 3 of this Article shall apply. Such leave to the extent it falls under the FMLA shall run concurrently to the FMLA leave and shall be credited as such.

**Article 33 - PERSONAL LEAVE DAY**

An employee with at least one (1) year's seniority at the time of the effective date of this contract, and annually thereafter, may have two (2) day's personal leave, one (1) chargeable to sick leave and one (1) not chargeable. This leave may be coupled with vacation.

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

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

personal leave is denied, the reasons for such denial will be given to the affected employee in writing, if so requested.

**Article 34 - LONGEVITY PAY**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$17,445 during the first year of this contract and \$17,707 during the second year of the contract. In each subsequent year, the longevity cap will increase at the same percentage rate as wages increase for this Union for that year.

Section 7. - Longevity Pay Schedule

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

Section 8.

For the purpose of this article, continuous service shall be broken by: 1) termination or retirement. However, employees whose employment is for the academic year only will not suffer a break in

continuous service by reason of their employment only during the Employer's academic year, provided they return to work immediately at the start of the following academic year.

Section 9.

Employees absent from work due to layoff, authorized sick leave or leave of absence for a period of more than three (3) consecutive months shall not be credited with, nor continue to accumulate continuous service for any period thereafter, until they are returned to the Employer's active payroll (active pay status).

**Article 35 - WORK BY SUPERVISORS**

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

**Article 36 - NINE MONTH EMPLOYMENT**

Section 1.

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

Section 2.

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

Section 3.

Vacation pay and sick pay shall not accrue during the period a nine month employee is not assigned to work. Such accrual shall resume upon return to work. This contractual provision is to recognize that accrual of seniority on a twelve (12) month basis will occur for nine (9) month employees.

Section 4.

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

Section 5.

There is no guarantee of summer employment however, if the University determines that there is a need for nine (9) month employees to perform summer work, it will be offered to nine (9) month employees first before being offered to non-bargaining unit employees. However, the employee must be deemed qualified by the University to perform the work available. Summer work will be offered on an as needed basis and may be for a limited period of time.

Section 6.

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

Section 7.

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

**Article 37 - MISCELLANEOUS**

Section 1. - Union Bulletin Boards

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

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

Section 2. - Limit on Use of Bulletin Boards

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

Section 3. - Non-Discrimination

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws and University policy pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement by the commitment not to discriminate against any person or persons

because of race, creed, color, religion, national origin, age, sex, or Union affiliation.

Section 4. - Use of Facilities

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

Section 5. - Savings Clause

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

Section 6. - Asbestos Abatement

1. It is the University's desire to manage and remove certain asbestos containing material through the use of its own employees. To this end, it is the University's intention to establish a limited task force comprised of selected AFSCME unit members.
2. This task force will initially be comprised of members from the carpentry classification, members from the plumbing classification, and members from the HVACR classification. It is understood that the University retains the right to modify the size and the makeup of the task force at any time. All individuals comprising the task force will be provided the necessary training, and must achieve certification pursuant to prevailing regulatory requirements in order to engage in assigned asbestos management/removal tasks.

The classification from which the employees are selected and the number of employees required within a given classification will be determined exclusively by the University. After this determination has occurred, each selected classification will be polled for

purposes of identifying individuals within that classification who are interested in doing asbestos removal work. In the event that there are more individuals interested within the classification than there are positions available, appointments shall occur in order of greatest seniority.

If the University determines a need to have custodial personnel work with asbestos containing materials, the above selection procedure will be applied by shift.

All training, qualifying medical examination, tools, equipment, and certification costs will be provided by the University at no expense to the employee.

**Article 38 - NO INTERFERENCE AND NO-LOCKOUT GUARANTEE**

**Section 1. - No-Interference**

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

**Section 2. - No-Lockout**

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

**Article 39 - DURATION OF AGREEMENT**

**Section 1.**

This Agreement shall continue in full force and effect until 11:59 p.m. on November 21, 2000.

Section 2.

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

Section 3.

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

Section 4.

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

For AFSCME - Local 1609

For Ferris State University

Leticia Phillips

Scott Hill Kennedy

Tom Weaver

Tom [unclear]

[unclear]

Lore Helmer

Gordon [unclear]

Kevin March

Colin [unclear]

Michael J. Hughes

[unclear]

\_\_\_\_\_

Tom Wittbeck

\_\_\_\_\_

## Wages

- A. Effective November 22, 1995, 1996, 1997, 1998, and 1999, respectively, a 0% to 4 1/2% increase based upon total student credit hours, including off-campus credit hours, as reported in the HEIDI fall data submission to the state, according to the following formula:

Less than 116,800	=	0%
More than 116,800 to 139,600	=	1 1/2%
More than 139,600 to 149,300	=	2%
More than 149,300 to 155,800	=	2 1/2%
More than 155,800 to 160,800	=	3%
More than 160,800 to 165,800	=	3 1/2%
More than 165,800 to 170,800	=	4%
More than 170,800 to 175,800	=	4 1/2%

Except as otherwise noted the base for the November 22, 1995, wage increase will be Year-Three Wages of the 1991-1994 Collective Bargaining Agreement.

The student credit hours in the compensation formula do not include student credit hours generated by Kendall College of Art & Design students. Kendall is a separate entity and every indication is that it will continue to be so at least through the end of the proposed contract. When Kendall student credit hours are reported in the HEIDI fall data submission to the State as a result of the Kendall/Ferris merger, the student credit hours from Kendall will be used in the compensation formula set out above.

- B. Retroactivity for wage increase will be based on the grid (Section A) back to November 22, 1995.
- C. A one-time \$500.00 (five hundred dollars) payment will be made to each bargaining unit member (not added to base wages) if the Collective Bargaining Agreement is ratified by the Union by December 6, 1996.

- D. A one-time \$140.00 (one hundred, forty dollars) payment will be made to each bargaining unit member (not added to base wages) on July 1, 1997, and \$125.00 (one hundred twenty-five dollars) not added to base wages on July 1, 1998.
- E. The November 22, 1995, wages increases are figured off of the figures for Year 3 (November 22, 1993, through November 21, 1994) of the 1991-1994 Agreement.
- F. Asbestos Abatement - The University will compensate the employee at the premium rate set out below, for each hour or portion of an hour during which the employee is engaged in work involving the management/removal of asbestos containing materials. However, the employee will receive no less than three (3) hours of pay at the established rate (shown below) for each occasion that the employee is assigned asbestos removal work.

Beginning November 22, 1995 - \$15.48 per hour plus any increases pursuant to the salary grid in years 1996, 1997, 1998, 1999.

- G. Equity Adjustments: The top rate of pay for all coordinator classifications shall be adjusted to \$11.87 per hour effective on the date of ratification; there is no retroactivity for this change. The top rate of pay for the grounds specialist classification shall be adjusted to \$11.87 per hour effective on the date of ratification; there is no retroactivity for this change.

Year Beginning 11/22/95 – (1.5% increase from Year 3 of the 1991-1994 Agreement)  
AFSCME

Classification	Start	1 Year of Barg. Unit Seniority	2 Years of Barg. Unit Seniority	3 Years of Barg. Unit Seniority
Food Service Worker	8.00	8.96	9.28	9.60
Salad Maker I	8.61	9.69	10.04	10.38
Salad Maker 1.5	8.81	9.86	10.20	10.56
Cook I	8.61	9.69	10.04	10.38
Cook II	9.20	10.29	10.66	11.03
Baker	9.20	10.29	10.66	11.03
Grill Room Attendant I	8.61	9.69	10.04	10.38
Food Court Attendant	8.61	9.69	10.04	10.38
Grill Room Attendant II	9.20	10.29	10.66	11.03
Locker Room Attendant	8.79	9.84	10.18	10.54
Custodian	8.79	9.84	10.18	10.54
Custodial-Maintenance Worker (Pool)	9.47	10.59	10.96	11.35
Vehicle Maintenance Worker	9.47	10.59	10.96	11.35
Grounds Worker	8.79	9.85	10.19	10.55
Grounds Worker/Operator	9.20	10.31	10.68	11.05
Grounds Worker/Specialist	9.60	10.74	11.11	11.50
Dish Machine Operator	8.79	9.84	10.18	10.54
Custodian/Inventory Stockroom Coordinator	10.09	11.25	11.64	12.05
Food Service Stockroom Coordinator	9.37	10.52	10.88	11.27
Bus Driver	9.61	10.75	11.12	11.51
Bookstore Stockroom Coordinator	9.69	10.91	11.30	11.69
Receiving Coordinator	10.09	11.25	11.64	12.05
Mailroom Coordinator	9.88	11.03	11.42	11.81
Moving Coordinator	9.88	11.03	11.42	11.81
Stockroom Coordinator - Plant Stores	9.88	11.03	11.42	11.81
Journey Carpenter	11.38	12.81	13.36	13.72
Journey Locksmith/Carpenter	11.38	12.81	13.36	13.72
Journey Electrician	11.38	12.81	13.36	13.72

Journey Plumber	11.38	12.81	13.36	13.72
Journey Painter	11.38	12.81	13.36	13.72
Journey HVACR	11.38	12.81	13.36	13.72
Journey Vending	11.38	12.81	13.36	13.72
Journey Auto Mechanic	11.38	12.81	13.36	13.72
Journey Elevator Mechanic	18.47	19.29	19.89	20.30
Master Electrician	12.25	13.72	14.20	14.70
Master HVACR	12.25	13.72	14.20	14.70
Master Plumber/Steamer	12.25	13.72	14.20	14.70
Power Plant Operator	12.25	13.72	14.20	14.70

Year 11/22/96 -- (1.5% increase)  
AFSCME

Classification	Start	1 Year of Barg. Unit Seniority	2 Years of Barg. Unit Seniority	3 Years of Barg. Unit Seniority
Food Service Worker	8.12	9.09	9.42	9.74
Salad Maker I	8.74	9.84	10.19	10.54
Salad Maker 1.5	8.94	10.01	10.35	10.72
Cook I	8.74	9.84	10.19	10.54
Cook II	9.34	10.44	10.82	11.20
Baker	9.34	10.44	10.82	11.20
Grill Room Attendant I	8.74	9.84	10.19	10.54
Food Court Attendant	8.74	9.84	10.19	10.54
Grill Room Attendant II	9.34	10.44	10.82	11.20
Locker Room Attendant	8.92	9.99	10.33	10.70
Custodian	8.92	9.99	10.33	10.70
Custodial-Maintenance Worker (Pool)	9.61	10.75	11.12	11.52
Vehicle Maintenance Worker	9.61	10.75	11.12	11.52
Grounds Worker	8.92	10.00	10.34	10.71
Grounds Worker/Operator	9.34	10.46	10.84	11.22
Grounds Worker/Specialist	9.74*	10.90*	11.28*	11.67*
Dish Machine Operator	8.92	9.99	10.33	10.70
Custodian/Inventory Stockroom Coordinator	10.24*	11.42*	11.81*	12.23*
Food Service Stockroom Coordinator	9.51*	10.68*	11.04*	11.44*
Bus Driver	9.75	10.91	11.29	11.68
Bookstore Stockroom Coordinator	9.84*	11.07*	11.47*	11.87*
Receiving Coordinator	10.24*	11.42*	11.81*	12.23*
Mailroom Coordinator	10.03*	11.20*	11.59*	11.99*
Moving Coordinator	10.03*	11.20*	11.59*	11.99*
Stockroom Coordinator - Plant Stores	10.03*	11.20*	11.59*	11.99*
Journey Carpenter	11.55	13.00	13.46	13.93
Journey Locksmith/Carpenter	11.55	13.00	13.46	13.93

Journey Electrician	11.55	13.00	13.46	13.93
Journey Plumber	11.55	13.00	13.46	13.93
Journey Painter	11.55	13.00	13.46	13.93
Journey HVACR	11.55	13.00	13.46	13.93
Journey Vending	11.55	13.00	13.46	13.93
Journey Auto Mechanic	11.55	13.00	13.46	13.93
Journey Elevator Mechanic	18.75	19.58	20.19	20.60
Master Electrician	12.43	13.93	14.41	14.92
Master HVACR	12.43	13.93	14.41	14.92
Master Plumber/Steamer	12.43	13.93	14.41	14.92
Power Plant Operator	12.43	13.93	14.41	14.92

\*Beginning 12/9/96, the rate of pay for all grounds specialists and all coordinators shall be: start - \$10.24; 1 Year - \$11.42; 2 Year - \$11.81; 3 Year - \$12.23.

**EXHIBIT D**

**STEWARD REPRESENTATIONAL REGIONS AND DISTRICTS**

**Region: Skilled Trades:**

Chief Steward

*Districts:*

1. Electricians, Elevator Mechanic  
Steward  
Alternate Steward
2. HVACR  
Steward  
Alternate Steward
3. Plumbers, Power Plant Operators  
Steward  
Alternate Steward
4. Painters  
Steward  
Alternate Steward
5. Carpenters, Carpenter/Locksmiths  
Steward  
Alternate Steward

6. Vehicle Maintenance Worker, Auto Mechanics, Bus Driver/Parcel Pick-Up

Steward  
Alternate Steward

***Region: Grounds***

Chief Steward

*Districts:*

7. Grounds Workers, Grounds Worker/Operator, Grounds Worker Specialist

Steward  
Alternate Steward

***Region: Coordinators***

Chief Steward

*Districts:*

8. Dining Service Stockroom Coordinators, Bookstore Stockroom Coordinator, & Vending

Steward  
Alternate Steward

9. Mailroom Coordinator, Plant Stores Stockroom Coordinator, Receiving Coordinator, Custodial/Inventory Stockroom Coordinator, Moving Coordinator.

Steward  
Alternate Steward

***Region: Dining Service Units:***

Chief Steward

*Districts:*

10. Southwest Commons Dining Center

Steward a.m.  
Steward p.m.

11. South Commons Dining Center

Steward a.m.  
Steward p.m.

12. Rankin Dining Center

Steward a.m.  
Steward p.m.

13. Masselink Dining Center

Steward a.m.  
Steward p.m.

***Region: Custodial Cleaning Services - Residential Buildings***

Chief Steward

*Districts:*

14. East Masselink, West Masselink, Carlisle, Helen Ferris, Locker Room Attendant, and Custodial Maintenance Worker (Pool)

Steward  
Alternate Steward

15. Clark, Vandercook, Hallisy, Taggart, Pickell, Brophy, McNerney, Merrill and Travis.

Steward  
Alternate Steward

16. Miller, Ward, Cramer, Puterbaugh, Henderson, South Bond, and North Bond.

Steward  
Alternate Steward

17. Rankin Center - Student Center

Steward  
Alternate Steward

***Region: Custodial Cleaning Services - Non-Residential Buildings***

Chief Steward

*Districts:*

18. Alumni, Technology Transfer Center, Prakken, West, Starr, Automotive Center, Construction Technology Center, Science, Arts & Sciences Commons

Steward  
Alternate Steward

19. Instructional Resource Center, Nursing Center, Business, Johnson Hall, Music, Swan, Plastic Technology.

Steward  
Alternate Steward

20. Victor F. Spathelf Center, Pennock, Creative Arts Center, Southwest Commons, Pharmacy, Bishop, General Services, Sports Complex, Heavy Equipment and West Commons

Steward  
Alternate Steward

21. Float Crew

Steward  
Alternate Steward

22. Dining Service Custodians - Rankin, Masselink, South, Southwest, Birkham Health Center/Rankin Pug and Rankin New Addition

Steward  
Alternate Steward

23. Health & Physical Education and Library

Steward  
Alternate Steward

## EXHIBIT E

### EQUALIZATION OF OVERTIME REGIONS

#### 1. *Physical Plant Region*

Electricians, Vehicle Maintenance Worker, Auto Mechanics, Elevator Mechanic, HVACR, Painters, Plumbers, Power Plant Operators, Carpenters, Carpenters/Locksmiths, Grounds Workers, Grounds Workers/Operators, Grounds Worker Specialists, Mailroom Coordinator, Plant Stores Stockroom Coordinator, Receiving Coordinator, Custodial/Inventory Stockroom Coordinator, Moving Coordinator, Bus Driver/Parcel Pick-up

#### 2. *Dining Service Region*

Food Service Workers, Salad Maker I's, Salad Maker 1.5's, Cook I's, Cook II's, Bakers, Food Service Grill Room Attendant I's, Food Service Grill Room Attendant II's, Food Court Attendant, Dish Machine Operators, Food Service Stockroom Coordinators, Vending, by Dining Center location:

- A. Southwest
- B. South
- C. Rankin
- D. Masselink

#### 3. *A.M. Shift*

Custodians in the following locations, and also including Locker Room Attendant, Custodial-Maintenance Worker (Pool), Dining Service Custodians, and Bookstore Stockroom Coordinator:

East Masselink, West Masselink, Carlisle, Helen Ferris, Clark, Vandercook, Hallisy, Taggart, Pickell, Brophy, McNerney, Merrill, Travis, Miller, Ward, Cramer, Puterbaugh, Henderson, South Bond, North Bond, Rankin Center-Student Center.

**4. P.M. Shift**

Custodians in the following locations, and also including Float Crew, and Dining Service Custodians:

Alumni, Technology Transfer Center, Prakken, West, Starr, Automotive Center, Construction Technology Center, Science, Arts & Sciences Commons, Instructional Resource Center, Birkham Health Center, Business, Johnson Hall, Music, Swan, Plastic Technology, Victor F Spathelf, Pennock, Creative Arts Center, Southwest Commons, Pharmacy, Bishop, West Commons, General Services, Heavy Equipment, Sports Complex, Health & Physical Education, Library, Rankin New Addition and Rankin Pug.

To the extent the classification list changes, the parties will negotiate such change on this Exhibit E.

## **FERRIS STATE UNIVERSITY**

### **Family and Medical Leave Act (FMLA) Policy**

#### **I. POLICY**

The Family and Medical Leave Act of 1993 (FMLA) gives eligible Ferris employees the right to take unpaid leave or paid leave, if appropriate benefits have been earned, for a period of up to 12 work weeks in a 12-month period because of the birth of a child or the placement of a child for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, or because that employee's own serious health condition makes the employee unable to do his or her job. Under certain circumstances, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

An employee on FMLA leave is also entitled to maintain the same health benefits (such as medical, dental and vision insurance) as he/she had before going on leave. The employee, however, would continue to pay his/her share of any applicable premiums during the leave period.

An employee generally has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

Ferris also requires certain notification from employees who wish to take a leave under the parameters of the FMLA.

#### **II. GENERAL CONDITIONS AND PROCEDURES OF ALL LEAVES**

##### **A. Who is eligible for FMLA leave?**

1. All full-time and part-time employees at any Ferris location who meet all of the following criteria:

a. Have worked at Ferris for at least 12 months.

- b. Have worked at least 1,250 hours of service during the 12-month period before the leave.
2. Supplemental faculty will be credited with 2.5 hours of work per week, per contact hour.
3. Grant, contract and temporary-funded employees may be eligible for benefits under the FMLA during the term of their grant, contract or funding. The provisions of the FMLA do not continue past the date the funding or contract expires.

#### B. Notification Requirements

1. In order to receive leave under the FMLA, the employee must notify his/her supervisor, of the need for leave, when possible, 30 calendar days prior to the date the leave will begin.
2. If the employee is unable to provide 30 days advance notice (as in the case of a medical emergency) the employee must notify his/her supervisor as soon as practicable.
3. Failure to provide advance notice (when determined it was possible to do so) may result in delaying approval of the FMLA.

#### C. Employee Job Rights

1. Subject to the specific limitations contained in this Policy, eligible employees may take a total of up to 12 work weeks of FMLA leave during a 12-month period.
2. The employee will be returned to his/her position or equivalent position at the end of the FMLA leave, provided:
  - the grant/contract/term of employment did not expire during the leave, or
  - the University is still offering those services previously performed by the employee at the time the employee is ready to return to work, or

- the employee's position was not eliminated due to a business or economic reason.
- 3. If an employee is requesting an intermittent or reduced schedule leave, the University has the right to transfer the employee to another position during the time period of such leave. However, such a temporary transfer would be to a similarly situated and similarly classified position. The employee's salary, benefits, etc. would not be negatively affected.
- 4. If an employee does not return to work after the 12-week FMLA is over and he/she does not apply for and receive approval for another University leave, he/she will be considered to have terminated employment with the University.
- 5. The University will not discharge or discriminate against, or otherwise interfere with, restrain or deny an employee from exercising rights under the FMLA.

#### D. Time Period

For purposes of the FMLA, the 12-month period will be a "rolling" 12-month "look back" period based on the employee's use of FMLA leave during the previous 12 months. Therefore, an employee will not be entitled to more than 12 work weeks of FMLA leave during any 12-month period.

#### E. Employee Benefits

1. Sick and vacation accrual - The employee will accrue sick and vacation time while he/she is on paid leave and will not accrue vacation or sick time while on unpaid leave.
2. Medical benefits - the employee will continue to receive University-provided medical/dental/vision insurance as though he/she were working. Such benefits will continue whether the leave is paid or unpaid. If a co-payment is required, provisions to pay the co-payment during an unpaid leave must be arranged by the employee by contacting the HRD Department. The same procedure will be

followed for collecting premiums under an unpaid FMLA leave as is done for other unpaid leaves. Failure to make required payments will result in loss of coverage, or in an obligation to repay the University if it elects to advance moneys to keep the coverage in effect. If the leave is paid, any required premium will be deducted from the employee's paycheck, as is the customary manner.

3. If an employee does not return from the FMLA leave, he/she may be required to repay the University for the cost of that benefit while he/she was on leave, unless failure to return is due to a serious health condition or other circumstances beyond the employee's control.
4. If the employee does not return from leave, he/she may continue his/her insurance coverage by paying for all required premiums under the COBRA provisions. The COBRA effective date is the date the employee notifies HRD that he/she is not returning from leave or the date the leave expires and the employee does not return, whichever occurs first.
5. University-paid life insurance, and long-term disability (LTD) coverage ceases when the employee is on unpaid status. However, the employee will be covered from the first day back to work, provided the employee returns to work at or before the FMLA leave expires.

#### F. Pay

The University will reduce the pay of exempt employees for family and medical leave-related absences of less than one day unless the employee elects or the employee's supervisor directs the use of appropriate paid benefit time (such as sick pay or vacation pay) to cover the absence. This will not affect the employee's exempt status under the Fair Labor Standards Act.

- G. The Business Affairs Policy on Time Reduction and other University policies on leaves of absence, etc., will run concurrently with the provisions of the Family and Medical Leave Act when applicable. Additional paid or unpaid leave may be considered or required consistent with other University-approved leaves of absence and policies.

#### H. Intermittent and/or Reduced Schedule Leaves

1. Employees may request and be granted intermittent/reduced schedule leave in the case of a serious illness of themselves, their parent, spouse or child if there is a medical necessity and if the medical need can be best accommodated through such a leave. Intermittent/reduced schedule leave is not available (except as medically required) in connection with the birth of a child, an adoption or foster care.
2. Intermittent/reduced schedule leave must be scheduled whenever possible at least three (3) days in advance.
3. Intermittent/reduced schedule leave must be taken in 30 minute increments.
4. Intermittent/reduced schedule leave is counted toward the 12-week maximum FMLA leave which can be used during a 12-month period.
5. Intermittent/reduced schedule leaves, unless otherwise noted, are subject to the appropriate general provisions of this policy.
6. The employee is required to schedule intermittent leave requests, when possible, so not to unduly interfere with the department's operations.
7. If the employee was temporarily transferred to another position during his/her intermittent or reduced schedule leave, the employee must give the University (3) days notice of the ability to end the leave and return to his/her former position or an equivalent position.

#### III. CONDITIONS AND PROCEDURES FOR BIRTH AND ADOPTION (Family Leave)

An eligible employee is entitled to take up to 12 consecutive weeks off for family leave for the birth of his/her newborn child, for the legal adoption of his/her child; or, to accept foster care placement of a child. The following conditions apply:

- A. The 12 weeks of leave must be taken consecutively (no intermittent or reduced schedule leave) and within the first 12 months after the birth or adoption.
- B. Each employee is entitled to 12 weeks except if both spouses work for Ferris. In that case, the total number of weeks taken between the two employees cannot exceed 12.
- C. The medical recovery period for the birth of a baby will be considered as a medical leave and be covered under the provisions of the medical leave (see Section V). For example, if a female employee gives birth, her physician may require a six-week medical leave of absence. If, after the six weeks, the employee can medically return to work, she may then take an additional six weeks off as part of the provisions of the family leave. This second six-week period off work must be taken within the first 12 months following the baby's birth.
- D. The employee requesting family leave for birth/adoption (other than under the provisions of the medical leave) may use available vacation time, personal days, unpaid leave or a combination of paid and unpaid leave as part of the FMLA leave, or the employee's supervisor may require the employee to substitute available paid leave for FMLA leave. If the employee does not have enough paid benefit time to cover the leave, he/she will go on an unpaid leave.
- E. Verification of adoption, birth of a child or foster placement may be requested.

#### **IV. PROCEDURES ON SERIOUS HEALTH CONDITION OF FAMILY MEMBER**

An eligible employee is entitled to take up to 12 work weeks off from work to care for a spouse, parent or child with a serious health condition.

- A. A serious health condition involves inpatient care at a medical facility or continuing treatment by a health care provider.

- B. The "need to care for" a family member includes both physical and psychological care when the family member is unable to care for his/her own basic medical hygienic or nutritional needs or safety, or is unable to transport him/herself to the doctor, etc. It also includes time needed to make arrangements for change in care, such as transfer to a nursing home.
- C. A "child" includes a biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18, or, if older than 18, is incapable of self-care because of mental or physical disability. The term "spouse" means husband or wife. "Parent" is the person who acted as a parent when the employee was a child but does not include mother-in-law or father-in-law.
- D. The leave may be taken intermittently or on a reduced schedule but the total amount of time off cannot exceed 12 weeks of the employee's normal hours worked.

Example:

Full-time employee:

40 hours/week x 12 weeks = 480 hours

Part-time employee who works an average of 24 hours a week:

24 hours/week x 12 weeks = 288 hours

- E. The employee may use his/her available accrued sick, vacation, personal days or unpaid leave for the duration of the FMLA leave or the employee's supervisor, upon consultation with and the advice of HRD, may require the employee to substitute available paid leave benefits for FMLA leave. If the employee does not have enough paid benefit time to cover the length of the leave, the employee will then go on unpaid leave.
- F. Only in the case of a serious illness of a child when both parents work at Ferris, can each parent then take 12 weeks off.

**V. GUIDELINES ON SERIOUS HEALTH CONDITIONS OF THE EMPLOYEE**

- A. Full-time Employees - Full-time employees are either covered under the provisions of the Board-approved Personnel Policies or appropriate collective bargaining agreement. Any FMLA leave will run concurrently with the applicable medical leave provisions. The employee may use his/her available accrued sick, vacation, personal days or unpaid leave for the duration of the FMLA leave, or the employee's immediate supervisor may require the employee to substitute available paid leave benefits for FMLA leave. Once the employee has used all of his/her sick, vacation and personal days, the employee will then go on unpaid leave.
- B. Part-time Employees - Eligible part-time employees may also apply for a leave of absence for medical reasons. However, since health benefits are not available to part-time employees, there are no health benefits available during the medical leave.

**VI. CERTIFICATION OF NEED FOR FMLA LEAVE**

- A. Initial Certification - Ferris may require certification from the employee's health care provider for the following reasons:
- to verify that the employee is needed to care for the family member, or
  - the employee is not able to perform his/her job duties.

The University reserves the right to ask for a second opinion by a health care provider chosen by the University. Such an opinion will be paid for by the University. If the University requests a third opinion, that opinion will be final and binding. If ever needed, the University will pay for the third opinion and the University and employee will work together to reach agreement on whom to use for the third opinion. All certifications must be provided to the University within 15 calendar days of the University's request, if practical.

- B. Continuing Certification - Each 30 days, the University may request verification of the need to continue the leave. Failure to provide such requested documentation in a 15-day period may result in termination of FMLA leave.

- C. A "health care provider" would include, for example, a licensed doctor of medicine or osteopathy, dentist, clinical psychologist, and other health care providers who are authorized to practice under State law and under the scope of their practice as defined by State law.
- D. When the employee is ready to return from his/her leave, he/she must submit medical verification (if applicable) of his/her ability to return to work.

#### **VII. QUESTIONS AND POLICY INTERPRETATION**

- A. The Office of Human Resource Development (HRD) is responsible for implementing and coordinating the provisions of the FMLA for the campus. Questions may be directed to HRD.
- B. If there are any conflicts between the University policy and provisions of the Federal Act, the provisions of the Federal Act will supersede. The Federal Act and the Federal regulations will be used to resolve issues that arise.
- C. Specific provisions of the FMLA are negotiable for bargaining unit employees. Non-bargaining unit employees are covered by the Federal Act effective August 5, 1993.

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