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**MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION**

POLICE OFFICERS LABOR COUNCIL

FACT FINDER

S. OLOF KARLSTROM

and

**FERRIS STATE UNIVERSITY BOARD
OF TRUSTEES**

MERC CASE NOS.

G95-B-4001

G95-B-4003

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
OFFICE OF THE CLERK

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FINDINGS AND RECOMMENDATIONS

Appearances:

For the Employer:

**Scott E. Dwyer, Esq.
Mika, Meyers, Beckett & Jones
200 Ottawa Avenue, N.W. #700
Grand Rapids, MI 49503-2421**

Also Present:

**Julie Cole, Benefits and Hours Coordinator
Gary Atterbury, Assistant Director, Dept. of Public Safety
Beth Krueger, Director, Human Resources Development
Sally DePew, Director, Budgetary Planning and Analysis
Sue Benson, Legal Assistant to Attorney Dwyer
April Ressler, Representative General Counsel's Office**

For the Union:

**Ray Wallace, Field Representative
Police Officers Labor Council
605 Thomas Road
Harris, MI 48625**

Also Present:

**James William, Steward, Supervisors
Randall Jancek, Steward, Officers
Nancy Cicone, Research Analyst**

Background

There are two bargaining units involved in these proceedings, both represented by the Police Officers Labor Council. They are the Ferris State University Public Safety Supervisors (consisting of four employees) and the Ferris State University Public Safety Officers (consisting of eight employees). Both units had three year contracts with the University that expired on September 30, 1994. The parties negotiated on eight separate occasions, three times with state mediators to seek to resolve their differences. They couldn't and the matter was referred to this fact finder on December 18, 1995. Hearings were held on April 24 and 25 of this year at the offices of Mika, Myers, Beckett and Jones in Grand Rapids. Briefs were filed on May 31, 1995. This report emanates from those hearings.

Although the Union had specified some thirteen issues as open items in its fact finding petition, by the time of the hearing the Union had reduced the pertinent issues to three:

1. Health Insurance Premium
2. Wages
3. Duration.

Management agreed with these issues, but maintained that, in addition, the following items were open:

1. Family leave, pursuant to the Family and Medical Leave Act
2. Entire Health Insurance Plan including premiums
3. Compensatory Time Off
4. Termination of Employment for Medical Leaves in excess of 12 months.

By stipulation, the parties admitted their respective exhibits into evidence at the beginning of the hearing. The inventories of those exhibits are attached hereto. There were some 56 exhibits submitted by the University, 18 by the Union and one joint exhibit. Many of these exhibits were analysis of salary programs and other issues for various comparable universities. Others were actual collective bargaining agreements, budgets, crime statistics and other background materials. The majority of the exhibits were not subjected to any detailed testimony or cross examination.

The parties further stipulated that as to Article 18, Sections 1 and 2 of the two contracts dealing with the schedules and work hours, they would incorporate into the contract a 1992 Letter of Understanding. They also agreed that as to Article 14, Section C-5, it shall be clarified to read as follows:

"Seniority will be lost if an employees does not return from a leave of absence within the approved time frame."

It is my understanding that, except as to the issues involved in these hearings, all other provisions of the Collective Bargaining Agreements will remain the same or will be changed in accordance with specific agreed upon language changes initialed by the parties.

The parties further stipulated that:

1. Jurisdiction of the Fact Finder is appropriate and has been timely invoked.
2. There are no objections to the Pre-Trial procedures.
3. All exhibits offered by the parties shall be admitted for the record.
4. Testimony offered by Nancy Cicone and April Ressler was acceptable by telephone.

Both parties have acknowledged, and it is the understanding of the Fact Finder, that his findings and recommendations apply equally to the two bargaining units involved in these two cases.

Prior to the issuance of this award, the parties agreed to transmit the findings and recommendations of Fact Finder Kenneth Ganko in the matter of the Hall Directors Association (MERC Case #G94-3017). I note that his findings as to the budgetary problems of the University are similar to mine. His acceptance of the University's salary formula, however, is based upon a different rationale than I have followed herein.

The University

Ferris State University is located in the City of Big Rapids, Mecosta County, Michigan. It is one of eleven State Universities whose general fund is based primarily on state appropriations and student tuition. In addition to the Public Safety Officers and Supervisors, there are five other bargaining units with whom the University works (Exhibit 256): a Clerical Technical Unit consisting of 192 employees, a Nurses group consisting of 3 employees, an AFSCME Unit consisting of 198 employees, the Faculty consisting of 467 employees and the Hall Directors consisting of 11 employees (numbers are expressed in terms of full-time equivalents and therefore may not reflect total number of personnel involved as no data exists as to the number of part-time employees who may be involved). Additionally, there is a group of administrators consisting of 315 employees.

Beginning with the 1991-1992 fiscal year, the University began having severe budget problems. It was operating at an annual loss of three million dollars. As testified to by Sally DePew, Director of Budgetary Planning, the University instituted

at 12,461 students (see Exhibit 254). Thereafter, a combination of static state support and a precipitous decline in student enrollment to 9767 students in the 1995-1996 school year caused further problems.

Despite the relatively static state aid in the early 90's, the University did receive a 3% increase for 1995-96. A 5.4% increase has been proposed for 1996-97. The University has cut back on supplies and maintenance and laid off employees, principally in the academic areas although support groups have also lost personnel. Although no one has been laid off in the Public Safety Department, the Union does not seriously doubt the University's enrollment and financial problems.

The University in its negotiations has sought to put all bargaining units on the same salary schedule, and the same Health Insurance Plan. All of this is being done as a way of imposing cost containment within the University. The salary schedule is a formula based upon the number of student credit hours taken and upon which the State of Michigan bases its appropriations. (Exhibit 228 contains the HEIDI data submitted to the State detailing student credit hours.) Credit hours, of course, also form the basis for student tuition.

The salary formula was apparently developed by the faculty contract during negotiations with the University. This formula has been imposed upon the faculty by the University. It has apparently been adopted by the Clerical Technical bargaining unit, the nurses group and the administration (Exhibit 248).

Similarly, the insurance premiums and caps were developed during negotiations with the faculty. The University in its arguments relies upon the MEA's (Michigan Education Association, the parent of the faculty bargaining unit) forecast of a 4% annual increase in health insurance costs over the next two years.

In both the area of salaries and health insurance, the University believes it needs the certainty of their proposals and their cost caps to properly budget and meet their cost containment goals.

In the 1996-97 school year, the University foresees an 11 % increase in utilities as well as the need to make significant equipment and technological improvements. Additionally it has reserved \$80,000 to \$100,000 to provide merit increases to administrative personnel.

Public Safety Department

The Public Safety Department, under the direction of a Director and Assistant Director, consists of two bargaining units, a large student assistant component of approximately 70 persons and a clerical staff of 6 persons, plus 2 student assistants (Exhibit 221). The Supervisory Unit consists of three Sergeants and one Detective Sergeant. The Safety Officers Unit, consists of 8 officers, one of whom had resigned sometime prior to the hearings.

The Department's budget of approximately \$1,179,000 (Exhibit 219) has remained relatively static with slight decreases over the past three years according to Mr. Gary Atterbury, Assistant Director of Public Safety. Even so, he reports that the Department is doing an excellent job. The Officers and Sergeants are well trained in all aspects of police work including report writing, investigations, crime deterrence, ticket writing, and vehicle and foot patrol. Mr. Atterbury believes his officers are better than most other campus police. They have conducted internal investigations to uncover embezzlement within the University. The Officers are visible and interact with students and are often involved in student disciplinary actions. He believes the

department could save \$8,000 to \$10,000 in overtime pay if the compensatory time plan is adopted.

Comparable Institutions

In addressing the issue of comparability, little testimony of significance was introduced. Exhibits offered more information. The Union proposed the following as comparables at the hearing (Exhibit 101):

- Eastern Michigan University
- Grand Valley State University
- Lansing Community College
- Saginaw Valley State University
- Western Michigan University

In earlier correspondence to the fact finder, it had listed the following as well:

- Central Michigan University
- Mecosta County Sheriff's Department
- Northern Michigan University

The University listed as comparables the following:

- Mecosta County Sheriff's Department
- Grand Valley State University
- Michigan Technological University
- Northern Michigan University

In its exhibits, the University has provided contracts or copies of collective bargaining agreements from these institutions as well as copies of University budgets and many comparative salary analyses.

The Union points out that the search is to find institutions which are similar in size, in services rendered and which are located in a similar labor market. They argue, that the Upper Peninsular is not a similar labor market and that using the Mecosta County Sheriff Department would not offer a comparable service to the Safety Officer.

The University argues that Eastern Michigan and Western Michigan Universities are larger and located in more urban settings as is Lansing Community College. There is validity to this argument. Eastern Michigan is located in Ypsilanti, Western is

located in the Kalamazoo area. Both Institutions are substantially larger than Ferris State as are the communities in which they are located. Lansing Community College is primarily a commuter college located in downtown Lansing.

Accordingly, I find that the following institutions are comparable to Ferris State University in terms of services provided and size of institution (see Exhibit 241):

Grand Valley State University
Mecosta County Sheriff's Department
Northern Michigan University
Saginaw Valley University

I note that the parties have themselves picked Grand Valley State University, Mecosta County Sheriff's Department and Northern Michigan University. I have included Saginaw Valley as another comparable, recognizing that although it is in the much larger Saginaw County, the institution itself is located in a more rural setting and thus is similar to Grand Valley State University. The Mecosta County Sheriff's Department, which does not perform the same duties as the Safety Officers, does provide useful comparative salary data for the area. Eastern Michigan University and Western Michigan University are typically at the top of the salary schedules summarized in the various exhibits. Lansing Community College's salaries are more in line with Grand Valley State. Northern Michigan University and Michigan Technological University are typically at the low end of the salary schedules (see Exhibits 105-116 and 243-244).

Issues

Health Insurance Premiums

The Union's position on this issue is quite straight forward. It is requesting that the University pay the full premiums for all of the existing family/single coverages.

Article 19, Section 3 of the expired contract provided as follows:

"All bargaining unit members are protected by the Ferris-Flex insurance plans, or comparable plans as selected by FSU. In addition, dependent coverage up to age 25 is available for bargaining unit members enrolled in the Family Coverage under the Ferris-Flex insurance plan.

July 1, 1993 - June 30, 1994

FSU will pay on behalf of each bargaining unit member, up to \$372 per month for family coverage and up to \$158 per month for single coverage plus any unused premium from year two of the contract."

Testimony by Julie Cole, the Benefits and Hours Coordinator for the University, indicates that the University is presently paying up to \$423 per month for family coverage rather than the \$372 mentioned in the contract. This is apparently the result of previous savings in the cost of insurance.

The University's proposal essentially seeks to provide a cap in a different fashion by limiting its maximum contribution for health insurance costs. Its proposal provides as follows:

"3. Health Insurance. Article 19. Consistent with all prior contracts, the University will be allowed to select the carrier. Furthermore, effective on the date of ratification, the University, subject to the below restrictions, will pay 100% of the High Plan of the University's flex plan by gradually eliminating the bargaining unit's employee contribution for the High Plan, pursuant to the following schedule and subject to a 4% cap on the increase in the total premium (i.e. if the premium increase is over 4%, the employee is 100% responsible for the excess increase over 4%).

- (a) 50% of the fiscal year 1996 employee contribution shall be paid by the University from a date of ratification through June 30, 1996 (i.e. Ferris State University shall pay a maximum of \$5,177 per year).

- (b) 100% of the fiscal year 1997 employee contribution shall be paid by the University for July 1, 1996 through June 30, 1997 (i.e. Ferris State University shall pay a maximum of \$5,489 per year).
 - (c) Thereafter, the University's contribution shall be subject to the 4% cap on the increase in the total premium (i.e. if the premium increase is over 4%, the employee is 100% responsible for the excess increase over 4%) (and, therefore, Ferris State University shall pay a maximum of \$5,709 commencing on July 1, 1997; \$5,937 commencing July 1, 1998).
 - (d) The new health insurance rate schedule, based upon this proposal, is attached.
4. Health Insurance. There will be a \$5 prescription card.
5. Health Insurance. The new health insurance program will include cost containment measures, including PPOM, HHS-precertification and prescription/drug program.
6. Payment in Lieu of Health Insurance/Reimbursement. The University will freeze reimbursement as the fiscal year 1996, single subscriber rate for the 90-10 High Plan with the cost containment provisions (i.e. \$1,804).
7. Article 14 - Seniority, Section C - Loss of Seniority. See Exhibit A. Section E - Layoffs. See Exhibit A. This was previously tentatively agreed to by the parties."

The Proposal is an attractive one, but as presented appears to constitute a loss to the Safety Department which is separately rated by the University to determine its annual cost (Exhibit 256). Ms. Cole testified to this fact, but went on to indicate that the safety officers and Sergeants would be rated with the administration and the nurses. This rating, she said, was shown in an exhibit attached to the University's pleadings in this case.

Under that exhibit (attached hereto), the high plan had a rating of \$5,278. The University would pay \$5,177 towards the insurance and the employees contributions of \$101 would be equally split between the University and the employee. the figures

shown in Exhibit 256 indicate the employees contribution in the school year 1995-96 could be as high as \$378 a year.

It is at this point that an assumption must be made regarding future costs of health insurance and what they might mean to the employees. The record does not reveal what the MEA prognosticators used to determine their 4% cap. Furthermore, the University's present rating table and information does not give us certainty as to how future costs may come out.

Nevertheless, I conclude that the University's cost containment provision for health insurance should be adopted.* At the same time I would recommend that the method by which insurance costs are apportioned among the various units of the University should be reexamined. There also needs to be a method to implement this plan as the 1996 fiscal year has passed. Accordingly, I find that the University should pay 50% of the employee contribution effective January 1, 1996. This of course effectively amends paragraph 3(a) of the University's proposal as there cannot be a ratification date in the 1996 fiscal year.

Salaries

The University argues that they should have a unitary salary formula for all employees at the University. The formula developed by the MEA during negotiations and now championed by the University is as follows:

"1. Wages - Article 27.

- (a) Effective October 1, 1994 (first year wage freeze);

* (I note as well that all comparables have cost sharing provisions in regard to health insurance (Exhibit 249.)

- (b) Effective October 1, 1995, 1996 and 1997 (the second, third and fourth years), respectively, a 0% to 3% 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:
- (1) If total student credit hours are less than 116,800 - no increase.
 - (2) If total student credit hours are more than 116,800 up to and including 139,600 - 1 1/2% increase.
 - (3) If total student credit hours are more than 139,600, up to and including 149,3000 - 2%.
 - (4) If total student credit hours are more than 149,300, up to and including 155,800 - 2 1/2% increase.
 - (5) If total student credit hours are more than 155,800 - 3% increase."

In support of their approach, the University feels that by making salaries contingent on their "customers" (student) satisfaction, they will encourage all employees to affirmatively engage themselves in creating within the University an environment for student success.

The Union argues that the Officers and Sergeants of the Public Safety Department have been an integral part of the University's drive to create a better learning environment. They point to their involvement with the students, the lower crime statistics (Exhibit 229) 40% in 1995-96 according to Sergeant James Williams, and their successful internal investigation regarding embezzlement of University funds. They also point to their role as teachers (admittedly for extra pay) in University Programs. The Union asks for a raise of 4% for each of the three year contracts they propose.

In making my recommendations regarding salary, I have in mind that the cost of living since 1994 has risen at an annual rate of at least 2.5% (Exhibit 242). I note as well the fact that the University has seen fit to reserve a special fund to provide merit raises to administrators of up to \$1,500 pursuant to the testimony of Mr. Atterbury and Beth Krueger. This was in addition to the 1.5% increase in 1995 that came about as a result of the student enrollments under the salary formula. I also note that among the comparables, raises of approximately 3% were granted on an annual basis.

Exhibit 250 states, that in 1993-94 the clerical technical unit received no increase. A review of this contract (Exhibit 202) reveals no increase for the period 7/1/93 - 12/31/93. For the period January 1, 1994 to December 31, 1994 a 3.5% lump sum percentage of earnings was paid effective in January 1995. Such a payment has no impact on salary and the related benefits tied to salary, but does constitute an increase in pay for the year. The unit also received a 3.5% increase in base salary effective January 1, 1995.

Accordingly, I find that increases in salary are appropriate as follows:

1994-95	2%
1995-96	2%
1996-97	3%

I do not find that a freeze in wages for 1994 is appropriate, nor do I find that reliance upon a salary formula devised by the faculty and imposed upon them as a last best offer is particularly useful to other bargaining units. (It is acknowledged that the formula provides for a 1 1/2% raise in 1995.) The increases proposed here are less than the general cost of living increases over that period. The figure for 1996-97

offers some protection against the uncertainties posed by the health insurance caps and gives to the officers a small share of the savings the University will realize from the compensatory time-off plan.

Compensatory Time Off

The University argues that compensatory time off at the rate of 1 1/2 hours for each hour of overtime should form a part of this proceeding. No specific proposal was presented on this issue during the hearings although the University said their proposal was similar to that in the Clerical Technical agreement.

According to testimony of Mr. Atterbury and Ms. Krueger, the idea of compensatory time off was first proposed by the Union. A copy of that proposal was included with the Fact Finding Petition. However, the Union withdrew that proposal prior to the hearings. A review of the language of the Clerical Technical contract (Exhibit 202) indicates that there are language differences, although minor in nature between that contract and the Union proposal. Testimony by the administrators reveals that \$6 to 8,000 of overtime pay has been worked by individual Officers and Sergeants. Exhibit 301 was jointly introduced and reveals the gross earnings of the individual bargaining unit members. Although the testimony was at times unclear, and did not identify overtime earnings, what was clear is that the University believes savings can occur and the Union has expressed a desire for such a clause.

Accordingly, I find that the compensatory time off provision proposed by the Union should be implemented effective October 1, 1996. That provision reads as follows:

"Compensatory Time Off

1. When officers/supervisors are called in/scheduled to work more than their normal work schedule, the director/assistant director or his/her designee, and employee shall determine in advance, unless there is an emergency situation, whether overtime pay or compensatory time is to be granted.
2. If the director/assistant director and employee agree that compensatory time is to be granted, in lieu of overtime pay, then compensatory time shall be calculated at time and one half.
3. Compensatory time is to be taken at a time mutually agreeable to the director/assistant director or his/her designee and the employee. Employees will be granted compensatory time on a first come, first serve basis, if scheduling permits.
4. Employees may accumulate up to forty (40) hours of compensatory time. Accumulated compensatory time must be totally used within the calendar quarter following the calendar quarter in which it is earned. Any compensatory time not used within the calendar quarter will be paid off to the employee at time and one half pay.
5. Employees who terminate their service with the University will be paid for accumulated compensatory time, not to exceed forty (40) hours, at their then current rate of pay.
6. Compensatory time may be used in increments of one hour or more and may be used, if approved by the director/assistant director or his/her designee, in conjunction with paid vacation or personal days(s). However, no more than 20 hours may be used in conjunction with vacation periods.
7. The accrual of compensatory time will be reported on the bi-weekly time sheet and use of compensatory time will be reported on the Ferris State University Request for Excused Absence form."

Family Medical Leave

The University argues that its Family Medical Leave policy should be adopted by the Sergeants and Safety Officers. The Union has expressed no opposition to this proposal. The University's argument that this should be a system wide approach in the application of the Medical Leave Plan has merit.

Accordingly, I find that effective October 1, 1996, the University's proposal to include its Family and Medical Leave Act Business Affairs Policy (Exhibit 225 as attached hereto) with the following amendments to the Sick Leave policy as set forth in Exhibit 201B, and reprinted here, should be adopted:

"Sick Leave

A. Time taken off from an employee's duties for illness constitutes sick leave. Employees shall not lose seniority as a result of being absent due to illness or injury. Sick leave shall not be used for any reason other than sick leave except as provided by the FMLA provisions of this Agreement.

B. 4.34 hours per semi-monthly pay period accrues to each member of the Bargaining unit as sick leave. The maximum sick leave that can accrue is sixteen hundred (1600) working hours. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to illness, medical examination or treatment, dental examination or treatment, or optical examination or treatment. FSU has the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program.

C. A bargaining unit member granted sick leave of absence upon a verbal request, or one made on their behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing together with such evidence of need for leave as FSU may request.

D. FSU may require a doctor's certificate or other satisfactory evidence that bargaining unit members have fully recovered and are able to perform all the elements of their job prior to returning such employees to work, or to determine if such employees continue to be ill or disabled for the purpose of continuing a leave of absence, and FSU, when it requests a doctor's opinion, shall pay for the doctor's fee.

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

E. A medical leave of absence may extend up to 12 months or the length of the employee's seniority, whichever is less. An employee not returning to work within that time frame will be considered as terminated from the University.

F. An employee who has accrued sick time will be on a paid medical leave of absence. If employee has no sick time, or has used up all accrued sick time, he/she will be on an unpaid medical leave of absence."

Termination of Employment for Medical Leaves in Excess of 12 months.

I make no finding on the employers desire to amend the seniority provision regarding return from a medical leave of absence in excess of 12 months. No testimony by either party was presented which would permit one to understand either the reason for the provision, the problems caused by a lack of such a provision, or whether a different time period should be used. This is a matter which should be negotiated by the parties.

Duration

Traditionally, collective bargaining contracts are for three year periods. I am so recommending in this case. I recognize the desire of the University not to have to engage in bargaining within eight or nine months of this Opinion. However, there are matters that do need to be discussed and further negotiated by the parties. They should not be put off for two more years.

By the end of the new contract period (September 30, 1997), the University will have had two years of experience with its insurance plan. The parties will have that at hand to review cost estimates and the rating system used by the University. Certainly, the issues of cost and fairness to the employees and the University will need review. During the hearings there was some testimony regarding the future status of the State operated retirement plans. This matter will need review. And finally, the University will have a better understanding of future state appropriations, the growth of the student body, and the status of its budget.

CONCLUSION

The above recommendations have been made based upon the testimony of the parties and a review of the many exhibits presented. Hopefully, the parties can now resolve their differences.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "S. Olof Karlstrom", with a long horizontal flourish extending to the right.

S. OLOF KARLSTROM,
Fact Finder

Dated: 29 Aug 94

SUMMARY OF RECOMMENDED CONTRACT FINDINGS

1. Health Insurance

The Health Insurance Plan proposed by the University wherein the University proposes to pay 100% of the High Plan subject to a 4% cap on the premium increase, but holding the employee responsible for premium increases above the 4% cap, should be adopted with implementation of the Plan set retroactively to January 1, 1996.

2. Salaries

Effective October 1, 1994, a 2% increase shall be added to the base salary.

Effective October 1, 1995, a 2% increase shall be added to the base salary.

Effective October 1, 1996, a 3% increase shall be added to the base salary.

3. Compensatory Time Off

The University's proposal for compensatory time off should be adopted by the parties effective October 1, 1996 utilizing the language of the Unions's initial proposal.

4. Family Medical Leave Act

The University's proposal to include the Family Medical Leave Act within the contract along with its proposed changes to the Sick Leave Policy should be adopted by the parties effective October 1, 1996.

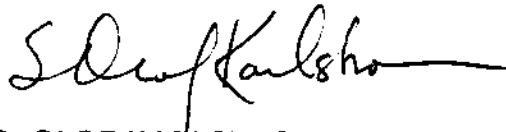
5. Termination of Employment for Medical Leave in Excess of 12 Months

The University's proposal should not be accepted. The matter needs full exploration at the bargaining table.

6. Contract Duration

A contract of three years should be implemented covering the period from October 1, 1994 to September 30, 1997.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "S. Olof Karlstrom", with a long horizontal flourish extending to the right.

S. OLOF KARLSTROM,
Fact Finder

Dated: 29 Aug 94

**MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION**

POLICE OFFICERS LABOR COUNCIL

and

FERRIS STATE UNIVERSITY BOARD
OF TRUSTEES

FACT FINDER
Olaf Karlstrom

EMPLOYER EXHIBIT LIST

MERC Case Nos. G95-B-4001
G95-B-4003

Ferris State University, by and through its attorneys, Mika, Meyers, Beckert & Jones,
P.L.C., hereby submits its Exhibit List:

201. FSU Answer to POLC Petition, Case Nos. G95 B-4001 and G95 B-4003;
202. FSU Clerical Technical Association Collective Bargaining Agreement, 1993-1997;
203. FSU Nurses' Collective Bargaining Agreement, 1994-1998;
204. FSU Answer to Petition/Final Offer to Hall Directors Association;
205. FSU December, 1995 Final Offer to FFA, Implemented January 22, 1996;
206. FSU Personal Policies Excerpts, 1991;
207. FSU Expired Supervisory Contract for Public Safety Officers, 1991-1994;
208. FSU Expired Contract for Public Safety Officers/Non-Supervisory, 1991-1994;

209. FSU Clerical Technical Association Collective Bargaining Agreement Excerpts, 1989-1993;
210. FSU Nurses' Collective Bargaining Agreement Excerpts 1990-1994;
211. FSU-FFA Collective Bargaining Agreement Excerpts 1990-1994;
212. FSU-AFSCME Collective Bargaining Agreement Excerpts 1991-1994;
213. FSU-HDA Collective Bargaining Agreement Excerpts 1991-1994;
214. FSU Budgetary Planning and Analysis - Fiscal 1995 General Fund Budget,
215. FSU Detailed Supporting Statements by Fund Year End of June 30, 1995,
216. FSU 1994-94 General Fund Operating Budget - February, 1995,
217. FSU Budgetary Planning and Analysis - Fiscal 1996 General Fund Budget,
218. FSU 1995-96 General Fund Operating Budget - October 1995,
219. FSU Current DPS Budget,
220. DPS Schedule;
221. FSU DPS Organizational Chart;
222. FSU PSO Job Description;
223. FSU Detective/Sergeant Job Description;
224. FSU Sergeant Job Description;
225. FSU FMLA Business Policy, May, 1994;

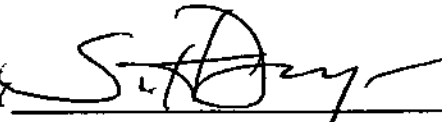
- 226. FSU Flex Benefits Plan for Department of Public Safety;
- 227. Benefit Information for Ferris Flex Plan;
- 228. HEIDI Data;
- 229. 1993, 1994 and 1995 Crime Statistics;
- 230. FSU Residency Report - Fall Term 1990-1995;
- 231. GVSU Collective Bargaining Agreement, 1993-1996;
- 232. Mecosta County Sheriff Collective Bargaining Agreement, 1994-1996;
- 233. Michigan Technological University Collective Bargaining Agreement, 1996;
- 234. Northern Michigan University Collective Bargaining Excerpts, 1992-1994;
- 235. Saginaw Valley State University Collective Bargaining Agreement Excerpts,
1996;
- 236. GVSU Financial Information;
- 237. Mecosta County Sheriff Financial Information;
- 238. Michigan Technological University Financial Information;
- 239. Northern Michigan University Financial Information;
- 240. Saginaw Valley State University Financial Information;
- 241. Two Summary Charts for Fiscal Years 1994 and 1995, respectively, comparing
Employee/Student Population, Mutual Aid Agreement, Financial Information
between Ferris State University, Grand Valley State University, Saginaw

Valley State University, Michigan Technological University, Northern
Michigan University and Mecosta County Sheriff Department;

242. CPI Information.

MIKA, MEYERS, BECKETT & JONES, P.L.C.
Attorneys for Ferris State University

DATED: April 8, 1996

BY 
Scott E. Dwyer (P33131)

BUSINESS ADDRESS AND TELEPHONE:
Suite 700, 200 Ottawa Avenue, NW
Grand Rapids, MI 49503
(616) 459-3200

FAUSER\SED\CLNFERRIS\POL\EXHIBIT.LIS

SUPPLEMENTAL EXHIBIT LIST

- 242 Comparisons of Public Safety Officers' and Public Safety Supervisors' Compensation and Changes in Cost of Living
 - 243 Comparisons of FSU's Police Safety Supervisors' Compensation and Compensation of Other Universities' Police Safety Supervisors' Groups
 - 244 Comparisons of FSU's Police Safety Officers' Compensation and Compensation of Other Universities' Police Safety Officers' Groups
 - 245 Comparisons of FSU POLC Contract Duration and the Duration of Other Universities' Public Safety Groups' Contracts
 - 246 Comparisons of FSU's Proposed POLC Compensation and FSU's Proposed Compensation to Other University Employee Groups Currently in Negotiations
 - 247 Comparison of FSU Proposal and POLC Request
 - 248 Other University Groups Whose Salary Increase is Based Upon Total Student Credit Hours
 - 249 Comparisons of FSU's Proposed POLC Health Insurance Benefits and the Health Insurance Benefits of Other Universities' Police Safety Groups
 - 250 Comparisons of Public Safety Officers' and Supervisors' Compensation and Compensation of Other University Employee Groups
 - 251 Base Wage Top Paid Patrolman (1993 through 1996)
 - 252 Base Wage Top Paid Supervisor (1993 through 1996)
 - 253 Comparison of Various Economic and Non-Economic Provisions of FSU's Public Safety Agreements, POLC's Demands and Other Employers
 - 254 Comparisons of the Total Student Enrollment at Ferris State University and the Number of Students Living on Campus
- MASHCLMFSUGENERALISUPPEXH.LST
- 256 Family and Single Person Annual rates effective 7/1/95 for Flex Health Insurance Plan

**MICHIGAN DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION**

POLICE OFFICERS LABOR COUNCIL

**FACT FINDER
S. OLOF KARLSTROM**

and

**FERRIS STATE UNIVERSITY BOARD
OF TRUSTEES**

**MERC CASE NOS.
G95-B-4001
G95-B-4003**

UNION EXHIBIT LIST

- 101 Comparability**
- 102 Wage Synopsis and Proposal**
- 103 Wage Increases of Comparables Based on Credit Hour Enrollment**
- 104 Contract Duration of Comparables**
- 105 Comparable 1993 Base Wage Top Paid Patrolman**
- 106 Comparable 1994 Base Wage Top Paid Patrolman**
- 107 Comparable 1995 Base Wage Top Paid Patrolman**
- 108 Comparable 1996 Base Wage Top Paid Patrolman**
- 109 Comparable 1994 Economic Compensation 8 year Patrolman**
- 110 Comparable 1994 Paid Days Off 8 year Patrolman**
- 111 Comparable 1993 Base Wage Top Paid Sergeant**
- 112 Comparable 1994 Base Wage Top Paid Sergeant**
- 113 Comparable 1995 Base Wage Top Paid Sergeant**
- 114 Comparable 1996 Base Wage Top Paid Sergeant**

- 115 Comparable 1994 Economic Compensation 10 year Sergeant
- 116 Comparable 1994 Days Off 10 year Sergeant
- 117 Issue Synopsis Medical Insurance
- 118 Comparable Medical Insurance - Employee Contribution

JOINT EXHIBITS

- 301A 1995 Calendar Year Earnings of Safety Officers
- 301B 1995 Calendar Year Earnings of Sergeants

Ferris State University

Business Policy Letter

TO: Vice Presidents, Deans, Directors and Department Heads 94:6
DATE: May 25, 1994

FERRIS STATE UNIVERSITY
Family and Medical Leave Act (FMLA) Policy
(Board Approved May 6, 1994)
(Supersedes 94:2)

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 the 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 a 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 circumstance 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 three (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 provision 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 accrued 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 child or foster placement may be requested.

V. 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 changes 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 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 an 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 administrative and administrative support employees are covered under the provisions of the Board-approved Personnel Policies. 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 an 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.



Roy J. Tiede, Vice President for Business Affairs

FLEX INSURANCE PLAN

ANNUAL RATES -- EFFECTIVE 7/1/95

		PREMIUM HP	HIGH HH	BASE HB	REIMB HN	DENTAL A DA	DENT REIMB DN
POLC - FAMILY	TOTAL	\$5,864	\$5,278	\$5,043	\$1,804	\$468	\$162
	SCHOOL	\$5,177	\$5,177	\$5,043	\$1,804	\$468	\$162
	EMP	\$687	\$101	\$0	\$0	\$0	\$0
POLC - SINGLE	TOTAL	\$2,004	\$1,804	\$1,723	\$1,804	\$468	\$162
	SCHOOL	\$2,004	\$1,804	\$1,723	\$1,804	\$468	\$162
	EMP	\$0	\$0	\$0	\$0	\$0	\$0

NOTES

New coverages -- change in cap amounts
50% employee contribution to be paid by FSU thru 6/30/96

CAP CALCULATION \$423 FY95 MONTHLY CAP \$440 MONTHLY RATE HIGH PLAN
((CURRENT RATE - FY95 CAP)/2)+FY95 CAP

\$431 NEW FY96 MONTHLY CAP
\$5,177 FY96 ANNUAL CAP

	POLC Co-Pay
Premium	\$28.63
High	\$4.21
Base	\$0.00

CALCULATIONS FOR FUTURE YEARS:

EFF 7/1/96	5278 X 1.04	\$5,489 MAX CAP
EFF 7/1/97	5489 X 1.04	\$5,709 MAX CAP
EFF 7/1/98	5709 X 1.04	\$5,937 MAX CAP