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7/31/2002

**Ferris State University  
and  
Ferris Hall Directors' Association/MEA/NEA  
AGREEMENT**



**Agreement Between the  
Board of Trustees  
of  
Ferris State University  
and the  
Ferris Hall Directors' Association  
MEA/NEA**

**February 13, 1999 - July 31, 2002**

*Ferris State University*

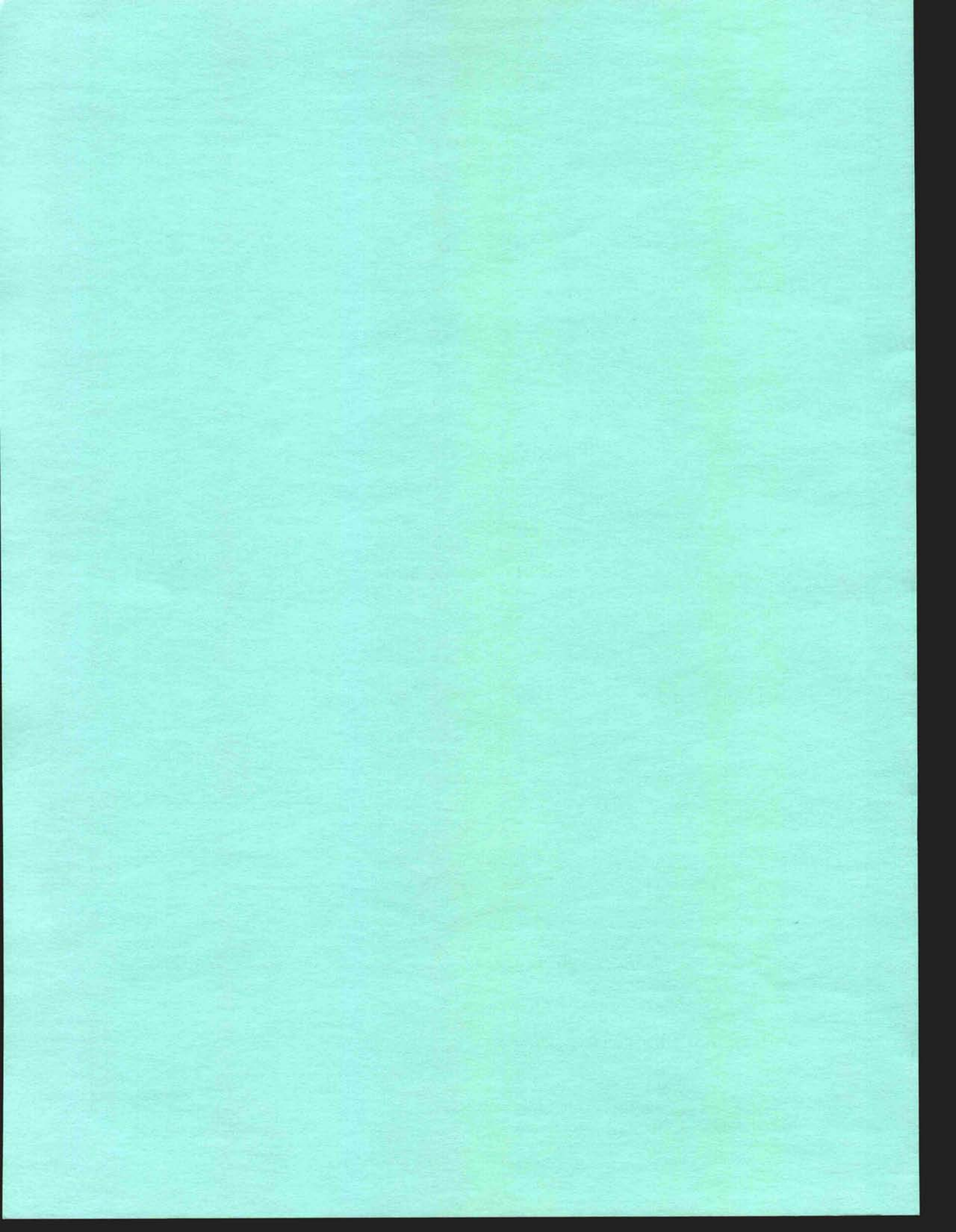


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THIS AGREEMENT entered into this 13<sup>th</sup> day of February, 1999 is between the Board of Trustees of Ferris State University (hereinafter referred to as "the University") and the Ferris Hall Directors Association, an affiliate of the Michigan Education Association (MEA)/National Education Association (NEA) (hereinafter referred to as "the Association").

#### **Article 1 - PURPOSE**

The general purpose of this Agreement is to set forth the agreed upon terms and conditions of employment relating to wages, hours and working conditions that are recited herein for employees in the bargaining unit described in the Recognition Clause below.

#### **Article 2 - RECOGNITION**

In conformity with its responsibility under the laws of the State of Michigan with respect to the collective bargaining rights of the employees, the University does hereby recognize for the term of this Agreement, the Association as the bargaining agent as herein defined: All full-time hall directors, including supervisory hall directors, but excluding student employees, temporary employees, all other supervisors, and all other employees.

#### **Article 3 - HEADINGS/TERMS**

All headings found within this Agreement represent locational headings only. These headings shall not be construed as part of the language of any of the specific articles or sections herein.

The terms "employee," "hall director," "residence hall director" and "bargaining unit member," when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as above defined. Reference to male employees shall include female employees.

#### **Article 4 - AID TO OTHER ORGANIZATIONS**

The University shall not aid, promote or finance any labor group or organization which purports to undermine this Association in its legitimate collective bargaining activities.

#### **Article 5 - SEPARABILITY AND PRECEDENCE**

- A. If any final decision of any Michigan or United States Court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be renegotiated to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected.

- B. This Agreement shall supersede any rules, regulations or practices of the University which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

#### **Article 6 - CONTRACT MAINTENANCE MEETING**

Special conferences between the Director of Housing Services, a representative from the Office of the General Counsel, and the Association (President, Grievance Chairperson, and the MEA representative) may be called by either party at mutually convenient times. The Association will be assured of at least three meetings per semester (six meetings per year) if requested.

#### **Article 7 - COPIES OF AGREEMENT**

Copies of the Agreement shall be printed, if possible, within thirty (30) days after the Agreement is signed and presented to all members of the bargaining unit. The cost of printing the contracts shall be borne equally by both parties provided the Association makes the arrangements for such printing.

#### **Article 8 - WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. Therefore, the University and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. There are no verbal or written understandings or agreements, or past practices which are binding on the University other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on the University until it has been put in writing and signed by both the University and the Association.

#### **Article 9 - NEGOTIATIONS PROCEDURES**

In the interest of promoting timely and fruitful bargaining, the parties will strive to begin bargaining on a successor agreement at least ninety (90) days prior to the agreement's expiration.

Likewise, at the conclusion of each bargaining session, the chief negotiators will set the agenda, time, and place of the next bargaining session.

Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party.

There shall be two signed copies of any final agreement; one copy shall be retained by the University and one by the Association. (Copying and distribution of the agreement is governed by Article 7.)

## **Article 10 - RIGHTS OF THE ASSOCIATION**

### **Section 10.1 - Non-Discrimination**

The University hereby agrees that every member of the bargaining unit shall have the right freely to join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly appointed body exercising power under the laws of the State of Michigan, the University undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by act of laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, or participation in any lawful activities of the Association or collective negotiations with the University, or institution of any grievance, complaint or proceeding under this Agreement. The University will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the Association. The University will not discriminate against any bargaining unit member on the basis of race, age, sex, national origin, creed, color, religion, ancestry, marital status, nondisqualifying handicap, union affiliation, sexual orientation, height, weight, or veteran's status. This clause is not grievable if external resources of appeal are pursued.

### **Section 10.2 - Association Business**

Duly authorized representatives of the Association shall be permitted to transact official Association business on University property, provided that this shall not interfere with or interrupt normal University operations in any manner. The Association is to notify the Office of the General Counsel annually, in writing, of the names of Association members acting as Association representatives, including the capacity in which they are acting.

### **Section 10.3 - Meeting Rooms**

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes.

#### **Section 10.4 - Bulletin Boards**

The University agrees to provide a bulletin board space at Housing Services which may be used by the Association for posting notices relating to the business of the local chapter.

#### **Section 10.5 - Official Sessions: Local, State or National Education Association Business**

The University will provide a total of four (4) days per year to the Association representative(s) with pay, for the designated purpose of attending official national, state or local association representative sessions. Said leave will be granted upon written request by the Association, unless it conflicts with the designee's duties during opening or closing of each semester or with a University function/situation for which the Hall Director(s) must be available. If such leave has been granted, to the extent said leave has to be canceled by the University, the University will attempt to give reasonable notice to the employee of such cancellation.

#### **Section 10.6 - Association Training**

It is agreed that hall directors shall be provided four (4) hours release time during the fall training. The release time will be scheduled in consultation with the Director of Housing Services and will not interfere with residence hall directors' professional duties.

### **Article 11 - NO STRIKE**

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

### **Article 12 - AGENCY SHOP**

#### **Section 12.1 - General Provisions**

The University is an agency shop employer. Therefore, each employee covered by the negotiated Agreement between the Board of Trustees of Ferris State University and the Ferris Hall Directors Association/MEA/NEA, shall have the option to join the Association or not join as he/she determines. As a condition of employment, however, on or before thirty-one (31) days from the date of initial bargaining unit employment, or the effective date of this Agreement, which ever is later, each Hall Director must

join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. Each bargaining unit member may authorize payroll deduction for such dues/fee. In the event that a bargaining unit member shall not pay such service fee or Association dues directly to the Association or authorize payment through payroll deduction, the University shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

### **Section 12.2 - Non-payment Procedure**

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

- A. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee or Association dues, specifying the current amount of the delinquency, and warning him/her that unless the delinquent fees/dues are paid or a properly executed deduction form is tendered within fourteen (14) days, he/she shall be reported to the University and a deduction of the service fee or Association dues shall be made from his/her salary.
- B. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member, a copy of the return receipt, and the following written notice to the University, at the end of the fourteen (14) day period:

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

- C. The University, upon receipt of said notice and request for deduction, shall act pursuant to Section 12.1 above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

### **Section 12.3 - Disbursement**

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

#### **Section 12.4 - Objections to Association's Service Fee**

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

#### **Section 12.5 - Defense/Indemnification**

The Association (Hall Directors/MEA/NEA) agrees, upon request, to defend the University, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the Collective Agreement, and to indemnify the University, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding this Article of the Collective Agreement provided, however, that:

- A. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the University, its officers, employees or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement.
- B. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the University.
- C. If the University, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the University, does represent the University, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
- D. The Association, in defense of any such suit, after consultation with the University, has the right to decide whether to defend any said action or whether or not to appeal the decision of any Court or other tribunal regarding the validity of this Article.
- E. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the University, its officers, employees or agents under this section, after consultation with the University.

### **Section 12.6 - Withholding Authorization**

The University will have no obligation to deduct or remit dues or service fees payable for the account of any bargaining unit member for any pay date where his/her withholding authorization reaches the University's payroll office later than the pay ending date for each pay period, one week prior to each pay date.

### **Section 12.7 - Dues/Fees Proration**

- A. Properly authorized payroll deduction, made pursuant to this Article, shall be equally prorated over the pay periods during the academic year.
- B. Bargaining unit members whose entry into the unit occurs during the course of a year shall have their dues/fees prorated for that year.

### **Section 12.8 - Annual Association Certification**

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

## **Article 13 - HALL DIRECTORS RIGHTS**

### **Section 13.1 - Just Cause**

- A. Once a hall director has successfully been awarded employment beyond the probationary term, he/she shall not be reprimanded, reduced in compensation, demoted, suspended, or discharged without just cause.
- B. Disciplinary action shall be defined as any oral warning, written reprimand, reduction in pay, demotion, suspension or discharge for misconduct, from which a formal record is kept.
- C. A bargaining unit member shall be entitled to have present a representative of the Association at any meeting for any disciplinary action as defined in Section 13.1.B above.
- D. No employment or disciplinary action under this section shall be taken upon any complaint directed toward a hall director, nor shall any notice thereof be included in said hall director's personnel file or evaluation, unless the matter is reported to the hall director prior to any action. The hall director will be provided sufficient time and opportunity to respond and to attempt to correct the situation.

### **Section 13.2 - Probationary Members**

- A. A hall director shall, upon initial employment, be required to serve a probationary period not to exceed two semesters.
- B. Decisions regarding the employment status or discipline of probationary hall directors rest solely with the University and are not grievable or arbitrable under Article 17.
- C. A probationary hall director may be granted a third semester of probationary status but shall not serve more than one complete fall semester and one complete winter semester of probation. The Director of Housing may reduce the probationary period if the Hall Director was a temporary hall director. The Association president shall be notified of the University's decision to grant a probationary extension or reduction, and the reasons thereof.
- D. Should the University determine not to rehire a probationary hall director, it shall notify that employee in writing on or before the employee's last contract day, or, on or before the end of the probationary period.
- E. A probationary hall director shall be evaluated during their probationary period at least once each semester in accordance with Article 13.3.

### **Section 13.3 - Evaluation**

Each bargaining unit member, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of his/her job responsibilities. It shall be an administrative responsibility to assist a bargaining unit member to become oriented to the University and improve job performance through constructive communication together with any recommendations the administrator may have for the employee.

At least one appraisal shall be conducted each semester for each probationary bargaining unit member. Other bargaining unit members shall have one appraisal annually. The appraisal(s) shall be shared with the evaluated bargaining member, and thereafter the evaluated bargaining unit member shall sign the evaluation. This signature may not signify agreement with the appraisal. A bargaining unit member who disagrees with an evaluation may submit a written rebuttal which shall be attached to all file copies of the evaluation in question and/or submit any complaints through the grievance procedure.

If the University believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve and the assistance available for such improvement.



Evaluations will be completed using a University-created appraisal form. The University will provide to the Association any changes to the appraisal form at least 30 calendar days prior to the changes taking effect.

**Section 13.4 - Representation and Professional Conduct**

- A. The University may adopt rules and regulations which are not in conflict with the terms of this Agreement governing conduct of members and the University shall provide members with a copy of such rules and regulations.
- B. The University and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably with the University. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include, but are not limited to: abuses of sick leave and other leaves, tardiness, willful and/or negligent deficiencies in professional performance, violation of known or properly distributed University policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violations of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the subject bargaining unit member.

**Section 13.5 - Access to Personnel Records**

- A. No more than one (1) official personnel file shall be maintained for any bargaining unit member. This file shall be located in the Human Resource Development office. Any member of the bargaining unit may examine all material that is not legally restricted in his/her personnel file. A bargaining unit member shall have access to his/her file upon making an appointment for such purpose, and may elect to be accompanied by a representative of the Association when the bargaining unit member examines it. Upon request and at the bargaining unit member's own cost, bargaining unit members will be provided a copy of such accessible personnel file documents as requested. The bargaining unit member may review material used and relied on in conjunction with their performance appraisal to the extent that the material is not legally protected.
- B. No new material originating after initial employment will be placed in a bargaining unit member's official personnel file unless the member shall have an opportunity to review the material. The bargaining unit member may submit a written statement regarding any material and the same shall be attached to the file copy of the material in question. An employee's signature on evaluative or disciplinary documents does not necessarily imply agreement.

**Section 13.6 - Payroll Deduction**

Hall Directors may submit to Human Resource Development a signed payroll deduction authorization for any savings institutions or an annuity type program authorized by the University.

**Article 14 - UNIVERSITY RIGHTS AND RESPONSIBILITIES**

**Section 14.1 - University Rights and Responsibilities**

It is the responsibility of the University to fulfill the role and mission of the University stated in the Ferris State University Mission and Role Statement. In fulfilling its role and mission:

- A. The University, on its own behalf, hereby retains and reserves unto itself, without limitation except as herein provided; all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the management and control of the University and its properties and facilities.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal, or discipline, or demotion; and to promote and transfer all such employees.
  - 3. To determine the duties, responsibilities and assignments of all employees and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the University, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

**Article 15 - PROFESSIONAL DEVELOPMENT**

**Section 15.1 - Tuition and Fee Waiver**

- A. Fee Waiver - It is the intent of the University to recognize that members of the bargaining unit are encouraged to attend cultural and athletic events at the

University and that admission charges, if any, will be at the established special fee rate.

- B. Tuition waiver – The University will waive tuition for all bargaining unit members for up to a maximum of eight (8) credit hours per semester, on an available space basis. The University will waive tuition only up to a maximum of eight (8) credits, to the extent such courses will not interfere with the regularly assigned duties of the bargaining unit member. The bargaining unit member's supervisor will grant comparable release time for external courses that do not interfere with regularly assigned duties.
- C. Use of tuition waiver by spouse or dependents—the University will allow the bargaining unit member to transfer his or her tuition waiver as set out in 15.1B for no more than a maximum of eight credits per semester to his or her spouse and/or dependent children (as defined by the IRS).

## **Article 16 - POSITION SELECTION**

### **Section 16.1 - Posting**

When a vacancy occurs within the bargaining unit during the academic year, the Director of Housing Services will determine the method for filling the vacancy on a temporary basis and implement the same. A vacancy shall not be filled on a temporary basis for more than the remainder of an academic year in which the vacancy occurred. When a vacancy occurs or new positions arise within the bargaining unit at the end of the academic year (filling positions for upcoming academic year), a descriptive notice of the position shall be posted at Housing Services for three (3) consecutive working days. Each bargaining unit member shall receive a copy of the posting no later than the posting date.

### **Section 16.2 - Bidding**

Bargaining unit members may bid for an open position within the bargaining unit by filing a letter of intent with the Director of Housing Services with a copy sent to the Association.

### **Section 16.3 - Selection**

The general rule, with respect to the selection of an applicant for a hall director position, will be the most senior qualified applicant within the bargaining unit shall be awarded the position. The University reserves the right to award a position to the most qualified applicant (including Americans with Disabilities Act accommodations) from the applicant pool notwithstanding an applicant's seniority or lack thereof. This situation shall be the exception as opposed to the general rule. A bargaining unit member denied a position, which has been awarded to a less senior or non-bargaining

unit applicant, shall be provided a written explanation of the reasons for rejection, when requested in writing within five (5) days of receipt of notice of rejection.

## **Article 17 - GRIEVANCES**

### **Section 17.1 - Definition - Grievance**

- A. A grievance is an alleged violation of a specific article or section of this Agreement.
- B. A grievance may be initiated by one or more bargaining unit members and must be signed by all grievants, and the conclusion of the grievance shall be applicable to all grievants.
- C. A grievance may be initiated by the Association when the Association's specific rights, as distinguished from the rights of the individual members of the Association, under this Agreement are alleged to have been violated.
- D. A grievance affecting a substantial number of bargaining unit members may be consolidated and brought forth as a single grievance by the Association. In such cases, all grievants must be identified and the conclusion of the grievance shall be applicable to all such grievants.

### **Section 17.2 - Definition - Day**

Only for the purpose of the grievance procedure, a day shall mean a work week day when University offices are open, excluding semester break days, and shall not include the day on which the grievance is presented or appealed or is returned by the University.

### **Section 17.3 - Definition - Probationary Employees**

The following procedure applies to employees other than those who are considered as probationary employees and may be disciplined or discharged without recourse to the grievance procedure. A grievance as above defined, however, may be filed by probationary employees on other matters alleging specific contractual violation(s).

### **Section 17.4 - Flow**

- A. The purpose of this article is to provide a prompt and efficient procedure for investigation and resolution of grievances. The review processes hereinafter set, therefore, shall be the sole methods for the resolution of grievances. All time limits will be adhered to, except where changed by mutual agreement in extenuating circumstances. It is the intention of the parties to expedite the handling of grievances.

- B. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn.
- C. The University and the Association may mutually agree to skip steps of the grievance procedure.

**Section 17.5 - The Grievance Procedure**

**A. Bargaining Unit Member(s) grievance**

**1. Step 1 - Discussion**

- a. Within thirteen (13) days of the time an alleged violation might reasonably be known to have occurred, the aggrieved member of the bargaining unit shall discuss the alleged violation with the Director of Housing Services (or his/her designee) in an attempt to amicably resolve the matter.
- b. Any settlement, withdrawal, or other disposition of a grievance at this step shall not constitute a binding precedent in the disposition of similar grievances.

**2. Step 2 - Written Level**

- a. In the event the grievance is not resolved at Step 1, it shall be discussed with the Association and should the Association endorse the grievance it shall be reduced to writing and signed by the grievant(s), endorsed by the Association, and presented to the Director of Housing Services (or his/her designee), on a standard grievance form within ten (10) days of the discussion at Step 1, and the information listed on the form shall set forth the specific acts that constitute the basis for the grievance and identify the specific language of the contract that is claimed to have been violated by those specific acts. This form must be signed by the Grievance Chairperson, the President or the Vice President of the Association. (Note: The standard form is included as Appendix A at the end of this contract.)
- b. The Director of Housing Services (or his/her designee) shall communicate a decision, in writing, to the grievant(s) as promptly as possible, but not later than ten (10) days after the written grievance has been received. Any grievance meeting at this level shall entitle the grievant to Association representation at the grievant(s)'(s) election.

- c. Any settlement, withdrawal, or other disposition of a grievance at this step shall not constitute a binding precedent in the disposition of similar grievances.

3. Step 3 - Office of the General Counsel and Office of the Vice President

- a. In the event the grievance is not resolved satisfactorily to the grievant(s) or the Association at Step 2, and the Association and the grievant(s) wish to advance same, it shall be presented within five (5) days after the decision of the Director of Housing Services to the Office of the General Counsel, which will send a copy to the Vice President for Administration and Finance. The written grievance must be signed by the aggrieved bargaining unit member, endorsed by the Association and, in addition to the required information outlined in Step 2 above, shall include the reasons the proposed resolution of the grievance at Step 2 is not satisfactory. The representative from the Office of the General Counsel and the Vice President for Administration and Finance or his or her designee shall meet with the grievant(s), and if the grievant(s) wish(es), with a representative of the Association. The decision at this step shall be written and communicated to all persons concerned as promptly as possible, but not later than ten (10) days after receipt of the grievance.

4. Step 4 - Arbitration

- a. If the Association and the grievant(s) are not satisfied with the disposition of the grievance by the Office of the General Counsel, the grievance may be submitted to arbitration by the Association only, within ten (10) days after receiving The University's Step 3 answer, by notifying the Office of the General Counsel that an appeal to arbitration will be made.
- b. Upon proper notification to the University by the Association of its submission of a grievance to arbitration, the University and the Association will attempt to select an arbitrator within two (2) weeks. If the parties do not select an arbitrator within the two (2) week period, the Association will submit a demand for arbitration to the American Arbitration Association, with a copy being sent to the Office of the General Counsel. The selection of the arbitrator will then be made according to the procedures established by the American Arbitration Association.

- c. The parties agree that the arbitrator and the arbitration shall be subject to the following:
  1. Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator, within the scope of his authority, shall be binding upon the parties.
  2. The cost of arbitration shall be borne equally by both parties. Expenses for witnesses, however, shall be borne by the party who calls them.
  3. Only one (1) grievance shall be presented to an arbitrator in any one (1) hearing, unless the grievances are on the same subject or unless the parties mutually agree to combine grievances on different subjects for the same arbitrator.
  4. The arbitrator shall conduct the hearing in accordance with the Labor Arbitration Rules of the American Arbitration Association.

#### B. Association Grievance

1. Step 1 and Step 2 shall be waived and the provisions therein incorporated, where applicable, into Step 3 below.
2. Step 3 - Office of the General Counsel
  - a. Only applicable to grievances arising under paragraph 17.1.C; within thirteen (13) days of the time an alleged violation might reasonably be known to have occurred, the Association shall discuss the alleged violation with a representative from the Office of the General Counsel and a representative from the office of the Vice President for Administration and Finance.

In the event the grievance is not resolved, it shall be reduced to writing, signed and presented to the Office of the General Counsel within five (5) days of the discussion. The Office of the General Counsel will provide a copy to the Vice President for Administration and Finance. The written grievance shall set forth the specific acts that constitute the basis for the grievance and identify the specific language of the Agreement that is claimed to have been violated by those specific acts.

- b. The office of the General Counsel and the Vice President for Administration and Finance shall communicate a single decision in writing to the Association as promptly as possible, but not later than ten (10) days after the written grievance has been received.
- c. If the grievance is not resolved at this step, the grievance may be moved to Step 4.

### 3. Step 4 - Arbitration

- a. If the Association is not satisfied with the disposition of the grievance by the Office of the General Counsel, the grievance may be submitted to arbitration by the Association notifying the Office of the General Counsel of appeal to arbitration within ten (10) days after receiving the University's Step 3 answer.
- b. For advancement to arbitration, see Section 17.5.A.4, included hereunder by reference thereto.

## **Article 18 - LEAVES OF ABSENCE**

### **Section 18.1 - Vacation Days**

Each hall director will be credited with 96 vacation hours at the beginning of each academic year. No unused vacation hours may be carried over from winter semester to summer semester.

A hall director who has a full-time summer assignment through the Department of Housing Services will be credited with 48 vacation hours for the summer semester. No unused vacation hours may be carried over for summer semester to fall semester. For purposes of implementation, summer semester is from June 1 through July 31.

### **Section 18.2 - Weekend Leave**

Residence hall directors shall not be required to work nor be on call every weekend during the academic year. However, all residence hall directors shall be on duty the opening and closing weekend of each semester.

The residence hall directors, in consultation with the Director of Housing Services, shall develop a weekend rotation system which shall provide each hall director up to six (6) weekends off per semester (not including other vacation or leave days). The weekend off begins 12:00 noon Friday and ends at 6:00 p.m. Sunday. Weekends are not transferable to subsequent semesters. The hall directors shall develop the schedule so that to the extent possible each hall director that so desires will receive an equal number of weekends off duty each year. At no time shall more than one-half of the hall directors be scheduled for weekend leave on any particular



weekend. Once the rotation schedule is developed, a copy shall be retained by the Director of Housing Services and a copy provided to each hall director. Changes to the schedule established by the Director of Housing Services and the hall directors may be made by the Director of Housing Services when requested by a hall director(s).

The Director of Housing Services may cancel weekend leave scheduled for a particular weekend when in his or her judgment circumstances dictate the need for full or additional weekend staffing. In the event the Director of Housing Services exercises this authority, he or she will notify the bargaining unit members at the first reasonable opportunity.

### **Section 18.3 - Sick Leave - Short Term**

- A. 4.34 hours per pay period (two (2) pay periods per month) accrues to each member of the bargaining unit as sick leave. The maximum sick leave that can accrue is two hundred (200) working days (1,600 hours). Sick leave is herein defined as any regularly scheduled working time lost due to an illness requiring overnight absence from the residence hall or time lost due to an illness that interferes with the hall director's job duties. The University has the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program.
- B. A bargaining unit member granted sick leave of absence upon a verbal request, or one made on his/her 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 the leave as the University may request.
- C. The University may request a doctor's certificate or other satisfactory evidence that bargaining unit members have fully recovered and are able to perform all the essential functions of their job with or without a reasonable accommodation and without undue hardship to the University 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.
- D. It is the intent of the University in instances of critical illness or serious injury to advance additional sick leave of a regular employee up to a maximum of ten (10) days depending upon the term of employment; and then when it is apparent an unusual situation requires special handling, an additional ten (10) days as is appropriate may be advanced, if in the judgment of the University, the employee will return to the employ of the University upon recovery; further, the University may continue salary under conditions of a "catastrophe policy" for a very severe injury up to eight (8) weeks. Such funds to be reimbursed to the University in the event there is an insurance settlement involved.

#### **Section 18.4 - Sick Leave - Long Term**

Bargaining unit members on extended sick leave shall, upon return to work, be employed on their regular job or one comparable to it, provided the above requirements are met. Bargaining unit members shall provide a reasonable notice to the University when ready and able to return to work.

#### **Section 18.5 - FMLA Leave**

All FMLA requests will be handled in accordance with the University's FMLA policy and in compliance with the provisions of the Federal Act. The University shall notify the Association of any changes to this policy.

#### **Section 18.6 - Extended Sick Leave**

- A. An employee who is ill or injured and whose claim of injury or illness has been supported by evidence satisfactory to the University, shall, upon request, be granted a sick leave of absence. The total length of the leave of absence (including paid sick leave and unpaid sick leave) shall not exceed the length of accrued seniority or one (1) year, whichever is less. Such evidence of illness or injury shall include a doctor's certificate if requested by the University.
- B. When an employee has exhausted his/her sick leave, he/she will be removed from the payroll until he/she returns to work providing the employee was on an approved sick leave as provided in A above.

#### **Section 18.7 - Sick Leave - Separation**

- A. A bargaining unit member who separates from the University's service because of permanent disability shall be paid for all accumulated sick leave. Such compensation shall be made at his/her current rate of pay at the time of initial separation. In the event of death, fifty (50%) percent of the cash value of the bargaining unit member's unused sick leave bank, computed at the bargaining unit member's current rate of pay, will be paid to their estate or beneficiaries.
- B. A bargaining unit member who during the term of the Agreement separates from the University's service due to age and service requirements under the Michigan Public School Employee's Retirement Act shall be paid fifty percent (50%) of the accumulated sick leave up to a maximum of one hundred (100) days. Such compensation will be made at the rate of pay at the time of retirement.

#### **Section 18.8 - General Leave**

Upon written notification by an employee, stating the reason for his/her leave of absence, the University may grant an unpaid leave of absence. A leave may be granted

for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, childbirth, child care for the newly born infant not covered by sick leave or other leaves, or an extended trip, but not for the purpose of obtaining employment elsewhere or self-employment. It is understood that an employee's seniority shall not accumulate during approved leaves of absence and upon return, he/she will be reinstated to his/her regular job, subject to the seniority provisions of this Agreement. Leaves of absence will be in writing, and the supervisor must sign a leave of absence form before it is effective. Leaves of absence, under this section, may be granted for any period up to one (1) calendar year.

### **Section 18.9 - Bereavement Leave**

Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his or her immediate family. Time off will be granted only when it is consistent with this purpose, but the leave may be extended when circumstances require upon authorization from the Director of Housing Services.

#### **A. Immediate Family Members**

A bargaining unit member shall be granted up to four (4) days bereavement leave for the death of a member of his or her family. "Immediate family" shall include:

parent	stepparent	spouse
child	stepchild	brother
sister	grandchild	grandparent
son-in-law	daughter-in-law	parent of spouse
step-brother	step-sister	
person bargaining unit member has made his or her home		

#### **B. Other Family Members**

A bargaining unit member shall be granted one (1) day of bereavement leave for "other family members." Other family members include:

aunt	uncle	niece
nephew	sister-in-law	brother-in-law
step-grandparent		

### **Section 18.10 - Military Leave**

It is agreed that the matter of leave of absence for and reinstatement of an employee during his/her period of involuntary military service with the Armed Forces of the United States shall be solely governed by the applicable Federal statutes as interpreted by the decisions of the courts.

### **Section 18.11 - Court Required Services/Jury Duty**

From time to time it may become necessary for a bargaining unit member to fulfill an obligation to serve on a jury or appear in court as required by a subpoena. In such cases, the bargaining unit member may request an excused absence.

A bargaining unit member required to appear in court will be excused from the University's service with pay for the days of court required service, unless the University is a defendant or respondent and the Association or an employee is the plaintiff or complainant.

A bargaining unit member is obligated to notify his/her supervisor as soon as he/she is summoned for such service so that arrangements for a substitute may be made.

A bargaining unit member is expected to report to regular duty when temporarily or permanently excused from attendance at court.

## **Article 19 - SENIORITY**

### **Section 19.1 - Seniority Defined**

Seniority is defined as length of continuous bargaining unit service with the University since the bargaining unit member's last date of entry into the bargaining unit. Seniority shall be applied only as specifically set forth in this Agreement.

### **Section 19.2 - Seniority Lists**

No more than sixty (60) days after the effective date of this Agreement, the University shall distribute to the employees covered, a list of the employees covered hereby in seniority according to its records; most senior employees being listed first. It shall be the responsibility of each employee to check such list and to notify the University of any alleged error therein. Disputes as to the correctness of seniority shown on the list so presented shall be subject to the grievance procedure herein if timely filed. After the initial distribution and agreement as to the correctness of the seniority list, the University will, from time to time, revise and republish the seniority list, but not less than annually.

### **Section 19.3 - Personnel Changes**

In effecting personnel changes, the University shall rely on such seniority list. The University shall incur no liability for erroneous personnel changes after the provisions of Section 19.2 have been met.

#### **Section 19.4 - Seniority and Probation**

Upon an employee's completion of the probationary period, he/she shall be placed on the seniority list with a date to coincide with his/her latest date of entry into the bargaining unit. Seniority is established as the first day of work. When a seniority date between two or more employees is identical, placement on the seniority list shall be settled by the last four digits of their social security numbers. The highest social security number will be most senior, the second highest number will be next most senior, and so forth.

#### **Section 19.5 - Seniority Retention and Accrual**

Any employee who leaves the bargaining unit for any reason, whether still employed by the University or not, shall lose all seniority accrued while in the unit and shall not accrue any further seniority while outside the bargaining unit. If an employee returns to the bargaining unit at a later time, he/she will return with no seniority but thereafter shall begin to accrue seniority at the regular rate.

#### **Section 19.6 - Super Seniority for Association Officers**

The President, the Vice President, the Secretary and the Treasurer of the Association shall have, during their respective terms of office, super seniority to be used only in the event of layoffs and not for any other purpose. By super seniority, it is meant that in the event of a layoff during their respective terms of office, the officers of the Association, provided they are qualified for the work then available, shall be the last persons laid off in the bargaining unit. The order of lay off shall be Treasurer first, Secretary second, Vice President third and the President shall be the last laid off. The provision confers no other seniority rights.

#### **Section 19.7 - Resignation**

Bargaining unit members shall give notification of their resignations or intent to terminate at least thirty (30) days in advance of the effective date of the resignation. Failure to do so shall be considered a violation of professional conduct pursuant to Article 13, Section 13.4.B.

### **Article 20 - REDUCTION IN FORCE**

#### **Section 20.1 - Layoff**

During the term of this Agreement, it may become necessary for the University, in exercise of its administrative discretion, to implement a reduction in the bargaining unit work force. When the University reduces the work force, it shall be done in the following way:

- A. Probationary employees shall be laid off first in inverse order of their tentative seniority.
- B. Regular, non-probationary employees shall be laid off next in inverse order of their bargaining unit seniority.
- C. Ninety (90) calendar days' written notice or ninety (90) calendar days' pay and benefits in lieu thereof, shall be given prior to any reduction in force.

#### **Section 20.2 - Recall**

The University shall have no obligation to recall after five hundred forty-eight (548) days from the date of layoff.

- A. Employees shall be recalled in order of their seniority.
- B. Notification of recall shall be by certified mail.
- C. No employee shall be forced to accept recall to a position that is temporary or is paid less than the one from which the employee was laid off. In the event the employee chooses to accept such position, his/her recall rights shall not be affected.
- D. Failure to respond to recall notice within ten (10) working days of mailing and to mutually satisfy return to work within the following seven (7) working days shall be a voluntary quit. At the University's discretion, exceptions may be made for extenuating circumstances.

#### **Article 21 - ASSIGNMENT/REASSIGNMENT OF WORK**

- A. The University shall have the right to assign work, normally and presently performed by bargaining unit members, to non-bargaining unit members when an emergency exists or in the case of reduction in the work force, either by attrition or layoff. "Emergency" shall be defined as any situation or circumstances which may adversely affect the health, safety or well being of the students or employees of the University. Assignment or reassignment, other than as a result of a reduction in the work force, shall be on a temporary basis only.
- B. The University shall not use this provision to create non-bargaining unit hall directors, however, it is expressly understood that the University retains the right to reorganize operations of the University.
  - 1. The University may close a hall(s), which may result in the reduction of the hall director position(s), or

2. Other reorganizations may occur. In such instances the University will notify the Association and bargain over the proposed reorganization and the effects of the reorganization prior to any such reorganization.

## **Article 22 - APARTMENT MAINTENANCE PROCEDURES**

### **A. Apartment Maintenance Procedures**

Each hall director shall receive a blank inventory sheet to be completed at the beginning of each academic year, or when moving to a new apartment, indicating the condition of the apartment, including specific deficiencies needing correction. The completed inventory sheet shall be forwarded to the Director of Housing Services who shall either implement corrective action within twenty (20) days of receipt of the inventory sheet, or set a meeting within that time frame to discuss discrepancies. Following the meeting the hall director(s) shall be provided, in writing, a statement of areas/conditions to be attended to. This statement shall be provided within ten (10) days.

Prior to a hall director moving into and prior to moving out of the resident hall director's apartment, the Director of Housing Services shall conduct an inventory and equipment condition check of the apartment.

- B. Repair work shall be completed as soon as possible but those areas/conditions involving safety, basic comfort or security shall be immediately addressed and corrected.
- C. Routine, ongoing maintenance, repair and minor changes shall be handled through the normal maintenance channels by the hall director. Matters not completed in a timely or satisfactory manner shall be reported to the Director of Housing Services who shall direct completion in conformity with this article.
- D. Hall directors' apartments shall be repainted on a timely basis. The normal painting schedule for apartments is every fifth (5<sup>th</sup>) year, but apartments, if warranted, could be painted as often as every two (2) years.
- E. Hall directors shall have carpets cleaned at least once a year; drapes as necessary. Window and screen cleaning, bathroom sanitation, floor stripping if relevant, and thorough appliance cleaning shall be done at least once per year. The scheduling of the aforementioned items shall be the responsibility of the hall director in concert with the custodial foreman, however, should any of the above functions be desired to be performed more than once yearly, the request and scheduling shall be performed at the direction and the discretion of the Director of Housing Services.
- F. Regular housekeeping and apartment care is the responsibility of the hall director and not the custodial staff.

Article 23 - SALARY AND BENEFITS

Section 23.1 - Salary

10/1/98 - THROUGH END OF 1998-99 ACADEMIC YEAR

<u>No Degree</u>	<u>BA</u>	<u>MA</u>
10 month - 12 month 12,300 - 14,800	10 month - 12 month 16,800 - 19,800	10 month - 12 month 19,800 - 23,800

ACADEMIC YEAR 1999-2000

2.7%

<u>No Degree</u>	<u>BA</u>	<u>MA</u>
10 month - 12 month 12,632 - 15,200	10 month - 12 month 17,254 - 20,335	10 month - 12 month 20,335 - 24,443

ACADEMIC YEAR 2000-2001

2.8%

<u>No Degree</u>	<u>BA</u>	<u>MA</u>
10 month - 12 month 12,986 - 15,625	10 month - 12 month 17,737 - 20,904	10 month - 12 month 20,904 - 25,127

ACADEMIC YEAR 2001-2002

3%

<u>No Degree</u>	<u>BA</u>	<u>MA</u>
10 month - 12 month 13,375 - 16,094	10 month - 12 month 18,269 - 21,531	10 month - 12 month 21,531 - 25,881

If the University finds that these salaries are not competitive they may increase them to a higher amount, to be competitive, for all hall directors.



### **Section 23.2 - Liability Insurance**

Each hall director is covered under a \$300,000. (minimum) single limit policy against personal liability arising out of his/her performance for the University.

### **Section 23.3 - Group Insurance Benefits**

The University shall provide without cost to the hall director the following MESSA Pak for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. The employer shall sign an employer participation agreement. Either PAK Plan A or PAK Plan B shall be selected by the employee.

#### **PAK PLAN A:**

- MESSA Super Care I health insurance
- Long term disability--60%; \$2500 maximum; 90 calendar day modified fill; freeze on offsets; alcohol/drug and mental nervous—same as any other illness; COLA; pre-existing condition waiver.
- Delta Dental Plan 80/60/50: \$1,000; (\$1,100 maximum for class I and II) orthodontic rider \$1,000.
- Negotiated life insurance: \$30,000 AD&D
- VSP-3 vision insurance

#### **PAK PLAN B: (Beginning 1993-94)**

- Medical reimbursement \$175.00/month
- Long term disability—same as PAK Plan A
- Delta Dental Plan—same as PAK Plan A
- Negotiated life insurance—same as PAK Plan A
- VSP-3 vision insurance—same as PAK Plan A

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

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

The bargaining unit member and his/her dependents may apply the monthly subsidy towards any of the Michigan Education Special Services Association variable option plans.

### **Section 23.4 – PAK Plan Maximums**

In no event shall the University pay for the PAK Plan coverages an amount to exceed the maximums set forth below:

7/1/98 – 6/30/99	4% + \$30 (\$376)
7/1/99 – 6/30/99	4% + \$10 (\$401)
7/1/00 – 6/30/01	4% + \$10 (\$427)
7/1/01 – 6/30/02	4% (\$444)
Pak B+medical reimbursement	\$175.00

### **Section 23.5 - Implementation of Related Insurance Benefits**

- A. All bargaining unit members receiving a paid leave of absence shall have all insurance benefits continue uninterrupted throughout the period covered by the paid leave of absence.
- B. Bargaining unit members who are off work on a non-occupational sick leave of absence and who are not receiving paid sick leave may continue their insurance programs to the extent available through the insurance carrier(s), by contributing the full premium for all desired insurance coverage on or before the first of the month in which the premium is due. These contributions may be made for a period of up to twenty-four (24) months or to the extent possible through the insurance carrier. In cases of occupational sick leave of absence, there shall be no limitation on the continuation of insurance coverages.
- C. In the event that a bargaining unit member dies, and providing that the health insurance policy permits, the University shall continue payments of applicable premiums for the spouse and/or dependents for the deceased through the month of the death and continuing for the following two (2) months.
- D. If a bargaining unit member is retrenched, insurance benefits shall continue to remain in effect through the month during which the retrenchment becomes effective, provided, however, that the bargaining unit member may continue insurance benefits, to the extent available through the insurance carrier(s), by contributing the full premium on or before the first of the month for which coverage is desired. The contributions may be continued as permitted by law.

- E. Bargaining unit members assigned less than a full work load shall receive the same insurance benefits as bargaining unit members assigned a full work load.
- F. A bargaining unit member who is hired for an effective first work day after the first required work day of the academic year shall be entitled to insurance benefits determined on a prorated basis calculated on the same basis as salary proration.
- G. The open enrollment period shall be jointly established by the University, the Association, and the insurance carrier(s), including opportunities for summer and fall open enrollment. Payroll deductions shall be available for all insurance programs as herein provided.
- H. Hall directors who have been employed during the previous academic year shall have their MESSA Pak insurance premiums paid by the University through the subsequent summer months (June, July, and August) prior to the next academic year.

## **Article 24 - RETIREMENT**

### **Section 24.1 – Retirement System Selection**

#### **A. Members:**

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

#### **B. New Members:**

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

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

### **Section 24.2 – Retirement System Payments**

- A. Contributions on behalf of members participating in the basic MPERS or the optional state retirement plan (MIP), provided under authority of MPERS, shall be

made by the University pursuant to the Michigan Public School Employee's Retirement Act, as amended.

- B. The University shall pay into the retirement account of a member participating in the University's Tax-Deferred Annuity Plan (TIAA-CREF, Fidelity Investments or other fund Sponsor) an amount equal to Ten percent (10%) of the member's earnings.
- C. Members participating in the University's Tax-Deferred Annuity Plan (TIAA-CREF, Fidelity Investments or other Fund Sponsor) shall pay Four percent (4%) of her/his earnings into her/his retirement account. Such payment is to be made by salary reduction on a pre-tax basis.

### **Section 24.3 – Retirement System Vesting**

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

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

### **Article 25 - WORKERS' COMPENSATION**

- A. In the event a bargaining unit member sustains an occupational injury, he/she will be covered by and subject to applicable Michigan Workers' Compensation laws.
- B. The bargaining unit member may elect to use his/her accumulated sick/vacation leave to cover the differential between Workers' Compensation and his/her regular salary entitlement. Such use shall conform with guidelines established by Human Resource Development.

## Article 26 - MISCELLANEOUS

- A. Continuing Hall directors will be provided University housing during the summer semester in a location determined by the Director of Housing Services. Hall directors that will not be continuing for the next academic year may request summer housing, which will be awarded in the sole discretion of the Director of Housing Services. Hall directors must vacate their University provided housing at least two weeks prior to the beginning of hall director training.
- B. It is agreed that each hall director will be provided the maximum meal plan. It is agreed that each hall director will be provided the maximum meal plan for each member of his/her immediate family residing with him/her. Each hall director will be provided twenty (20) additional meal tickets and additional meal tickets as requested at the discretion of the Director/Associate Director of Housing.
- C. At no time will a bargaining unit member be required to provide transportation.
- D. Each hall director shall be furnished with an apartment. This apartment will include utilities, phone, and furnishings provided by The University. The University and individual hall directors will meet annually to review maintenance requirements. Because of space limitations, such housing will be made available only for a total of three persons at any one time limited to a combination of the hall director, his or her spouse or children. The three will be made up of either the hall director, his or her spouse, and one child or the hall director and two of his or her children. Exceptions may be made by the Director of Housing Services.
- E. Each hall director will be provided with a University parking permit at no cost. A temporary restricted parking permit for that hall director's assigned parking lot shall be made available to each hall director for non-University affiliated guests who visit the campus, or for a resident spouse for the hall director. It is expressly understood that the restricted pass shall not be used by a hall director for University employees, students, or for the hall director's second vehicle if not married.
- F. Semester Breaks
  - 1. During semester breaks, when hall director duties are completed and residence halls are officially closed, employees within the bargaining unit shall be free from any work responsibility to the University.
  - 2. The University may mandate hall directors to remain during recognized semester breaks for certain continuing bargaining unit responsibilities.

Should any hall director be required to work during semester break they shall be compensated at two times their regular daily rate of pay.

- a. For purpose of this provision, daily rate of pay shall be the hall director's contract salary divided by the number of days, exclusive of semester breaks, he/she is obligated to report for work in the relevant year.

### Article 27 - DURATION OF AGREEMENT

This Agreement is effective from date of Board of Trustees ratification (February 13, 1999) until 12:01 a.m. July 31, 2002. Its salary and fringe benefits provisions are to begin October 1, 1998.

### SIGNATORIES

For the Association:

For the University:

Richard Schultz 6/7/99  
Richard Schultz, MEA Date

Jana Hurler 6/07/99  
Jana Hurler Date

Susan B. Rickwalt 6/7/99  
Susan Rickwalt Date

Jon H. Shaffer 6/7/99  
Jon Shaffer Date

Althea Woodley 6/7/99  
Althea Woodley Date

Beth Krueger 6/7/99  
Beth Krueger Date

Clifford Golz 6/7/99  
Clifford Golz Date

Scott Hill-Kennedy 6/07/99  
Scott Hill-Kennedy Date

**APPENDIX A**

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ FSU Hall Directors/MEA/NEA

Distribution of Form

- 1. Director of Housing Services
- 2. Office of Human Resource Dev.
- 3. Association
- 4. Grievant

Submit to supervisor/principal in duplicate

Hall: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

STEP 1 (Discussion)/STEP 2

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Director of Housing Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed in reporting  
Section B of Step 1 & 2, attach an additional  
sheet.

(continued on reverse side)

GRIEVANCE REPORT FORM

STEP 3

A. Date received by Office of the General Counsel \_\_\_\_\_

B. Disposition of Office of the General Counsel \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP 4

A. Date submitted to arbitration \_\_\_\_\_

B. Disposition & award of arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

NOTE: All provisions of Article(s) \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, 19\_\_\_\_\_, will be strictly observed in the settlement of grievances.



## APPENDIX B

Individual Hall Directors will be paid under the new contract based upon their current educational experience (no degree, Bachelors degree, or Masters degree) and current Hall Director assignment (10 month or 12 month). This new rate will be pro-rated and effective beginning October 1, 1998.

- If Michelle Dietz and/or Susan Rickwalt obtain a Masters degree from a fully accredited institution of higher education in her discipline or related field of study, and provide proof of same by official transcript to Human Resource Development by no later than January 15, 2000, she or they will receive the current salary for the degree, i.e., the salary she would be receiving if she had been hired with the degree, retroactive to the effective date of the new salary schedule in the 1998-2002 Agreement (October 1, 1998).
- If Robert Corbett obtains a Masters degree from a fully accredited institution of higher education in his discipline related field of study, and provides proof of same by official transcript to Human Resource Development by no later than January 15, 2001, he will receive the current salary for the degree, i.e., the salary he would be receiving if he had been hired with the degree, retroactive to one year prior to that date or October 1, 1998, whichever is the most recent.
- Michelle Dietz, Susan Rickwalt, and Robert Corbett will receive a one-time, lump sum payment of \$500.00 on the soonest regular paycheck practicable after the Agreement is ratified.

