

4827

9/30/2001

AGREEMENT

FSU & PUBLIC SAFETY OFFICERS

October 1, 1998 through September 30, 2001



Ferris State University

AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF FERRIS STATE UNIVERSITY AND THE PUBLIC SAFETY OFFICERS, AN AFFILIATE OF THE MICHIGAN FRATERNAL ORDER OF POLICE

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

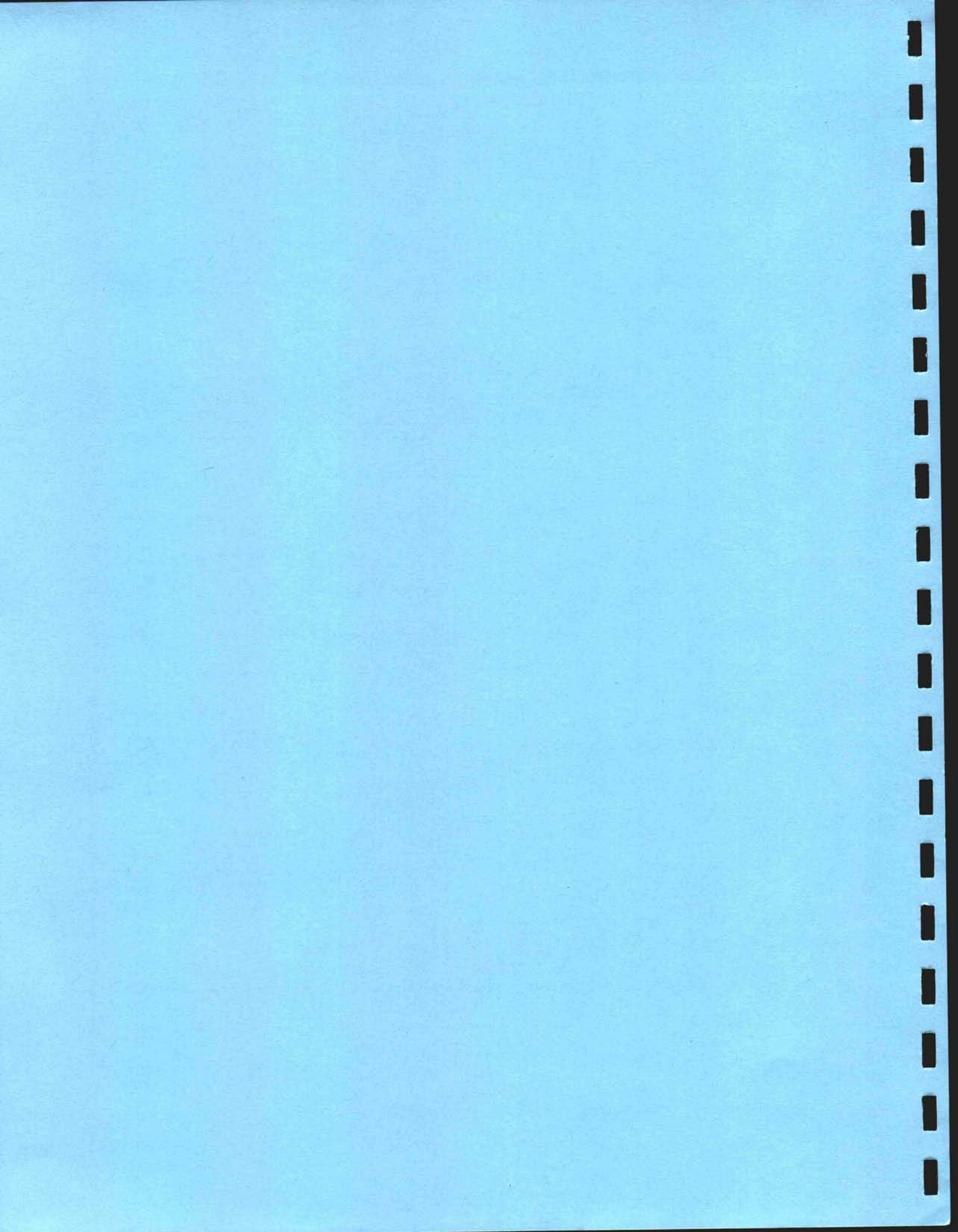


TABLE OF CONTENTS

| | |
|--|----|
| Article 1. - PURPOSE AND INTENT | 1 |
| Article 2. - RECOGNITION | 1 |
| Article 3. - WAIVER..... | 1 |
| Article 4. - AID TO OTHER ORGANIZATIONS | 1 |
| Article 5. - UNION MEMBERSHIP/AGENCY SHOP..... | 2 |
| Article 6. - STEWARDS | 2 |
| Article 7. - BULLETIN BOARDS | 3 |
| Article 8. - SPECIAL CONFERENCES | 3 |
| Article 9. - ACCESS TO PERSONNEL RECORDS..... | 3 |
| Article 10. - SEPARABILITY, PRECEDENCE AND PAST PRACTICES..... | 3 |
| Article 11. - NO STRIKE..... | 4 |
| Article 12. - GRIEVANCES | 4 |
| Article 13. - ADMINISTRATIVE RESPONSIBILITIES | 6 |
| Article 14. - SENIORITY | 7 |
| Article 15. - MILITARY LEAVE..... | 9 |
| Article 16. - SICK LEAVE - ACCRUAL AND USAGE | 9 |
| Article 17. - SICK LEAVE - SEPARATION | 10 |
| Article 18. - SCHEDULES AND WORK HOURS | 10 |
| Article 19. - INSURANCES..... | 15 |
| Article 20. - WORKERS' COMPENSATION | 18 |
| Article 21. - VACATIONS..... | 18 |
| Article 22. - RETIREMENT | 19 |
| Article 23. - EQUIPMENT, ACCIDENTS AND REPORTS | 20 |

| | |
|---|----|
| Article 24. - TUITION AND FEE WAIVER..... | 21 |
| Article 25. - BEREAVEMENT LEAVE..... | 21 |
| Article 26. - PERSONAL LEAVE..... | 22 |
| Article 27. - SALARY SCHEDULE..... | 22 |
| Article 28. - LONGEVITY PAY..... | 24 |
| Article 29. - DISTRIBUTION OF AGREEMENTS..... | 24 |
| Article 30. - TERMINATION OF AGREEMENT | 24 |

INDEX OF TOPICS

| <u>Topic</u> | <u>Page</u> |
|--|-------------|
| Acting Assignment..... | 23 |
| Administrative Responsibilities | 6 |
| Agency Shop..... | 2 |
| Aid to Other Organizations..... | 1 |
| Bereavement Leave..... | 21 |
| Bulletin Boards | 3 |
| Compensatory Time | 12 |
| Dental Insurance | 17 |
| Educational Bonus | 23 |
| Equipment, Accidents and Reports..... | 20 |
| Fee Waiver..... | 21 |
| Field Training Officer..... | 23 |
| Grievance Procedure | 5 |
| Grievances | 4 |
| Group Life Insurance..... | 15 |
| Holidays | 13 |
| Hours of Service | 10 |
| Layoffs | 8 |
| Liability Insurance | 15 |
| Long Term Disability Insurance (Ferris-Flex) | 17 |
| Longevity Pay | 24 |
| Loss of Seniority | 7 |
| Lunch Period | 13 |
| Medical Insurance | 15 |
| Medical Reimbursement Plan | 16 |
| Military Leave..... | 9 |
| No Strike | 4 |
| Optical Plan..... | 17 |
| Overtime | 11 |
| Personal Leave | 22 |
| Personnel Records | 3 |
| Professional Conduct | 6 |
| Purpose and Intent | 1 |
| Recall Procedure | 9 |
| Recognition | 1 |
| Retirement | 19 |

| | |
|---|----|
| Salary Schedule | 22 |
| Schedules | 10 |
| Seniority | 7 |
| Seniority and Seniority Lists | 7 |
| Seniority of Steward | 8 |
| Separability, Precedence and Past Practices | 3 |
| Shutdowns | 14 |
| Sick Leave - Accrual and Usage | 9 |
| Sick Leave - Separation | 10 |
| Special Conferences | 3 |
| Staffing Levels | 14 |
| Stewards | 2 |
| | |
| Time Changes | 14 |
| Travel Pay for Training Opportunities | 14 |
| Tuition Waiver | 21 |
| | |
| Union Membership | 2 |
| | |
| Vacations | 18 |
| | |
| Waiver | 1 |
| Work Hours | 10 |
| Work Schedule | 12 |
| Workers' Compensation | 18 |

A G R E E M E N T

THIS AGREEMENT, made and entered into on February 13, 1999 by and between FERRIS STATE UNIVERSITY, party of the first part (hereinafter referred to as the University) and Unit I, non-supervisory Ferris State University Public Safety Officers, affiliated with the Police Officers Labor Council party, of the second part (hereinafter referred to as the "Union").

Article 1. - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the agreed upon terms and conditions of employment.

Article 2. - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the University does hereby recognize Police Officers Labor Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement, for the following unit: All full-time, non-supervisory Ferris State University Public Safety Officers.

Article 3. - 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 or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union, 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 referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed 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 Union.

Article 4. - AID TO OTHER ORGANIZATIONS

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

Article 5. - UNION MEMBERSHIP/AGENCY SHOP

Section 1.

Union members may authorize the University, by executing the proper form as provided by the University, to make a pro-rated automatic payroll deduction on alternate pay periods for union dues. The University will have no obligation to deduct or remit the dues payable for the amount of any bargaining unit member whose withholding authorization reaches the Payroll Office after the tenth (10th) day of the month. The Union will indemnify the University against all liability the University may incur by reason of any dues deduction or remittance pursuant to this paragraph.

Section 2.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Non members will be called Agency Shop Employees. Payroll deduction for Agency Shop Employees will not be required of the University, however, the University will comply with a written request by any Agency Shop Employee for automatic payroll deduction in an amount and for such purpose as the Union and the Agency Shop Employee should mutually agree upon. The Union will indemnify the University against all liability the University may incur by reason of any dues deduction or remittance pursuant to this section.

Article 6. - STEWARDS

Section 1.

Union employees shall elect a Steward to represent them. Union employees may also elect an alternate Steward, who is a regular employee, to represent them in the absence of the Steward.

Section 2.

The Steward or the alternate (in the Steward's absence) during regular working hours, without loss of time or pay, in accordance with the terms of this article, may investigate and present grievances to the University, upon having received permission from the Director of Public Safety or his designee to do so. Whenever, due to pressing job duties, such permission is not granted within twenty-four (24) hours, the time of filing a first-step grievance will be extended.

Section 3.

The Union will furnish the University with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the University may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

Section 4.

The Union Steward or the alternate may be entitled to a total of two (2) days leave without pay, per year for the designated purpose of attending official state, regional or local Union conferences, seminars or business conventions. The leave will be granted, provided said leave is requested in writing, in advance, and such leave does not create unreasonable scheduling or workload difficulties.

Article 7. - BULLETIN BOARDS

The University agrees to provide bulletin board space which may be used by the Union for posting notice of the following types:

- A. Notices of recreational and social events.
- B. Notices of election.
- C. Notices of results of elections.
- D. Notices of meetings.

Article 8. - SPECIAL CONFERENCES

Special conferences on important matters may be arranged between the Union and the University or their designated representatives upon the request of either party, providing the other party agrees to such conferences.

Article 9. - ACCESS TO PERSONNEL RECORDS

No more than one (1) official personnel record may be maintained for any member of the bargaining unit, and such record will be accorded the normal privacy due such personal information. Any member of the bargaining unit may examine their post-employment personnel record. Bargaining unit members shall have access to their record during normal business hours and may elect to be accompanied by a representative of the Union when the bargaining unit member examines it. Upon request and at the bargaining unit member's own cost, the bargaining unit member will be provided a copy of such post-employment records as requested.

No material originating after initial employment will be placed in the employee's personnel file unless said employee is furnished with a copy of such 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.

Article 10. - SEPARABILITY, PRECEDENCE AND PAST PRACTICES

Section 1.

If any 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 deemed amended to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected. In the event that any article or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations upon the request of the Union

for such articles or sections during the period of invalidity or restraint for the purpose of arriving at mutually satisfactory replacement.

Section 2.

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 11. - NO STRIKE

The Union, its officers, agents, affiliates, members and employees agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort not to meet responsibilities, boycott, or any act that interferes with the University's operation. 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 on the University's right to any remedy under law for such violation.

Article 12. - GRIEVANCES

Definition - Grievance: A grievance is an alleged violation of a specific article or section of this Agreement.

Definition - Day: Only for the purpose of the grievance procedure, a day shall mean calendar days (excluding holiday days as defined by this Agreement) and shall not include the day on which the grievance is presented or appealed or is returned by the University.

Definition - Probationary Employee: The following procedure applies to and is available to all non-probationary employees covered by this Agreement. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.

Flow

- A. The purpose of this article is to provide a prompt and efficient procedure for investigation and resolution of grievances. The review process hereinafter set, therefore, shall be the sole method 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. To this end, an employee will first discuss the grievance with the immediate supervisor in an attempt to amicably resolve the matter.
- B. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given it. Lack of timely response by the University at any stage will serve to advance the grievance to the next higher step if the grievant so desires and signifies the desire by written notice to this purpose; but in no event does such lack of response give rise to further grievances. 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.

The Grievance Procedure:

Step 1: Within ten (10) days of the time a grievance might reasonably be known to exist, the aggrieved member of the bargaining unit shall first discuss the alleged violation of the agreement with his/her immediate supervisor, either with or without a representative of the Union.

The immediate supervisor shall give a verbal response to the employee within five (5) days of the Step 1 discussion. Resolutions at this step between supervisor and member are without precedent.

Step 2: If the grievance is not resolved as a result of the Step 1 discussion, within ten (10) days of the verbal response at Step 1, the aggrieved member of the bargaining unit may present in writing a signed statement setting 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, and discuss the grievance with the Director of Public Safety either with or without a representative of the Union.

The Director of Public Safety shall communicate a decision in writing to the grievant as promptly as possible, but not later than ten (10) days after the written grievance has been received.

Any settlement, withdrawal, or other disposition of a grievance at this step or during the initial discussion with the immediate supervisor shall not constitute a binding precedent in the disposition of similar grievances.

Step 3: In the event the grievance is not resolved at Step 2, it may be appealed to the Office of the General Counsel within ten (10) days after the decision of the Director of Public Safety. The written grievance must be signed by the aggrieved bargaining unit member, and shall state the specific acts or conditions and the provisions of this Agreement on which the grievance is based, and the reason the Step 2 answer is not satisfactory. The Director of Labor Relations or his/her designee shall meet with the grievant and, if the grievant wishes, with a representative of the Union. 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 the receipt of the grievance.

Step 4: If the Union is not satisfied with the disposition of the grievance by the Director of Labor Relations, the grievance may be submitted to arbitration 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.

Upon proper notification to the University by the Union 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 Union will submit a demand for arbitration to the American Arbitration Association, with a copy being sent to the Office of the General Counsel. The selection of the arbitrator will then be made according to the procedures established by the American Arbitration Association.

The Arbitrator 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.

The cost of arbitration shall be borne equally by both parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Article 13. - ADMINISTRATIVE RESPONSIBILITIES

Section 1.

It is the responsibility of the University to fulfill the role and mission of the University stated in the Ferris State University 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 all its properties and facilities;
 - 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their employment, or their dismissal for just cause, 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.

Section 2. - Professional Conduct:

- A. The University may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing conduct of Public Safety Officers.
- B. The University and the Union recognize a mutual responsibility for promoting professional conduct that encourages quality in the performance of duty. 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 deficiencies in professional performance, violation of reasonable University policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending Public Safety Officer.

- C. A disciplined, or discharged, or suspended non-probationary employee will be allowed to discuss the discipline, discharge, or suspension with the Steward, and the University will make available an area where they may do so before being required to leave the property of the University and may utilize the grievance procedure for alleged violation of the terms of this Agreement. Upon request, the University will discuss the discharge or suspension with the employee and the Steward.

Article 14. – SENIORITY

A. Representation of Employees

1. The Union shall represent all full-time non-supervisory FSU Public Safety Officers.
2. All non-supervisory FSU officers shall, upon original appointment to Unit I, serve a probationary period of twelve (12) months. At any time during the probationary period the University may discharge the probationary employee. Any employee so discharged shall have no recourse to the grievance procedure of this Agreement.

B. Seniority and Seniority Lists

1. Accrual/Retention
 - a. Seniority shall be given at the date of hire in the bargaining unit and shall continue to accrue while in the Unit.
 - b. An employee hired on or after October 1, 1987 shall retain all seniority accrued while in the bargaining unit but shall not accrue seniority while outside the bargaining unit.
 - c. Seniority, for those employees hired prior to October 1, 1987, shall be based upon the length of continuous service, from date of hire, with the FSU Department of Public Safety.
2. Seniority shall be applied in accordance with applicable state and federal laws prohibiting discrimination.
3. The seniority list on the date this Agreement takes effect will show the names, job titles, recognized seniority in the bargaining unit, and the date of rank of all applicable employees of the bargaining unit entitled to seniority.
4. The University will keep the seniority list up-to-date at all times and, when changes occur, a list will be made available upon request by the Union.

C. Loss of Seniority

An employee shall lose his or her seniority and be terminated for the following reasons:

1. He/she quits, retires, or is terminated.
2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He/she is absent for three (3) consecutive working days without notifying the University. After such absence, the University will send written notification to the employee at his/her last known address that he/she has been terminated. The University may, in its sole discretion, excuse such absence if, due to extenuating circumstances, such notice was not provided.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
5. Failure to return from sick leaves of absence will be treated the same as three (3) above.

D. Seniority of Steward

The Steward (and his/her alternate) shall be selected from the permanent employees and shall have completed a probationary period in their current position, and shall have "Super Seniority." (Only in the event of a layoff.)

E. Layoffs

1. Permanent Employees

The University may lay off a permanent employee by reason of shortage of work or funds.

2. Order of Layoff

Layoff of employees shall be made first by inverse order of their seniority in the bargaining unit. Supervisory employees, and/or Unit II Public Safety Officers having seniority in the unit, may be assigned to the bargaining unit and displace less senior members thereof.

3. Notice of Layoff

The University shall give written notice to the employees and Union of any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) week before the effective date thereof.

F. Recall Procedure

When the working force is increased within twelve (12) months of a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall have no further right to re-employment.

Article 15. - MILITARY LEAVE

Any bargaining unit member, who has been or may be after this date, called into service with the armed forces of the United States, shall be accorded "leave of absence without pay or compensation" for such period of service and at his/her election for six (6) months thereafter, and shall be restored to the position he/she left or a comparable one for at least as many months as there shall have been remaining on his/her employment agreement at the time of his/her entry into active service.

When a bargaining unit member is involuntarily called for military duty, the University will compensate that person for the difference between contractual salary and the military pay and allowances for a period up to ninety (90) days. The University will continue its normal contribution to insurance and other fringe benefits during this period.

Article 16. - SICK LEAVE - ACCRUAL AND USAGE

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 semimonthly 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. The University 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 the University may request.

- D. The University 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 the University, 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 the employee has no sick time, or has used up all accrued sick time, he/she will be on an unpaid leave of absence.

Article 17. - SICK LEAVE - SEPARATION

Section 1.

Bargaining unit members who separate from the University service because of permanent disability shall be paid for all accumulated sick leave. Such compensation will be made at their current rate of pay. In the event of death, fifty percent (50%) of the cash value of unused sick leave bank, computed at the bargaining unit member's current rate of pay, will be paid to their estate or beneficiaries.

Section 2.

A bargaining unit member who during the term of this Agreement separates from the University's service due to age and service requirements under the Michigan Public School Employees' Retirement Act shall be paid fifty percent (50%) of his/her accumulated sick leave up to a maximum of eight hundred (800) hours. Such compensation will be made at his/her rate of pay at the time of retirement.

Section 3.

Employees will not be compensated for unused sick leave upon resignation or termination of their employment with the University.

Article 18. - SCHEDULES AND WORK HOURS

Section 1. - Hours of Service

- A. Hours of Work
 - 1. Ten (10) hours shall be considered a normal working day.

2. Employees normally will be required to work at least eight (8) days in a biweekly work period.
3. Employees shall normally be granted pass days in three (3) day periods.

B. Overtime

1. Eligibility

- a. Employees will be paid for all hours worked.
- b. All authorized overtime worked by employees shall be indicated on their appropriate officer's daily report and initialed by the supervisor who authorized the overtime worked.
- c. Court assignments other than on regular assigned duty periods, and on pass and vacation days, shall be considered overtime.

2. Basic

- a. Overtime at one and one-half of the regular pay rate shall be paid to eligible employees for work in excess of eighty (80) hours in a biweekly work period, or in excess of ten (10) hours a day.
- b. A day for officers is defined as ten (10) hours worked in a twenty-four (24) hour period (starting time of shift is beginning of the twenty-four (24) hour cycle).

3. There shall be no pyramiding of overtime.

4. Scheduling

a. Scheduled Overtime

To the extent that sufficient notice is available and the best interest of the service will allow, scheduled overtime shall be distributed among the employees of the work unit on an equal-share basis. An employee who declines to work shall be counted as having worked in determining this "equal share." The overtime equalization list shall be kept current and will be made available to the Union upon request.

b. Unscheduled Overtime

Unscheduled overtime shall be offered to the most senior (date of hire) member of the Union (both Unit 1 and Unit 2 combined for this purpose). If he/she refuses the overtime, then it shall be offered to the next senior member of the Union and so on down the seniority list until the overtime is taken. In the event that the overtime is not taken (accepted) by anyone, the least senior member of the Union on the seniority list will be assigned to work same.

5. General

Employees may trade shifts and days off if mutually agreed and written permission is received from the Director or his/her designee.

D. Compensatory Time

1. When officers 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 eighty (80) hours of compensatory time in a contract year. Accumulated compensatory time must be totally used within the contract year in which it is earned. Any compensatory time not used within the contract year 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 eighty (80) 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 day(s). However, no more than twenty (20) hours may be used at one time in conjunction with vacation periods, unless an exception is approved by the Director/Assistant Director.
7. The accrual of compensatory time will be reported on the biweekly time sheet and use of compensatory time will be reported on the Ferris State University Request for Excused Absence form.

Section 2. - Work Schedule

The work schedule or shift hours of the employees shall be for twenty-eight (28) days in duration and shall be posted at least twenty-eight (28) calendar days in advance of the beginning of the schedule.

- A. Employees shall be allowed to select preferred shifts in accordance with seniority. Employees shall bid for shifts by July 15th, November 15th and April 15th in advance of the beginning of the semester.

The basic shift hours of 7:00 a.m. - 5:00 p.m., 5:00 p.m. - 3:00 a.m., and 9:00 p.m. - 7:00 a.m. in the Public Safety Department will not be changed due to an athletic/special event.

An employee may be asked to work "extra hours". Extra hours are defined as hours worked that are not regularly scheduled shift hours. Additional payment for extra hours shall be forty cents (\$0.40) per hour for hours between 5:00 p.m. to 9:00 p.m. and forty-five cents (\$0.45) per hour for hours between 9:00 p.m. to 7:00 a.m.

Work schedules may be changed for the following reasons:

1. Scheduling problems brought about because of employee absence due to approved use of sick leave, provided that at least twenty-four (24) hours' notice of such shift change is given to the affected employee. In the event such twenty-four (24) hours' notice is not given, said employee shall be paid time and one-half for all hours worked during said call-in.
2. In case of disasters (man-made or natural) and/or emergencies (including military call back) requiring total or partial mobilization of manpower for the protection of public health, welfare, and safety.
3. Court time as the result of a subpoena served, if not less than two (2) weeks' notice is provided.
4. Call-in or court time will be for not less than three (3) hours at time and one-half.
5. Reduction in work force or any other unforeseen circumstance that would impede the efficient operation of the Public Safety Department.

In the event it becomes necessary to change the work schedule pursuant to the reasons contained above, the University retains the right to place its officers back on their originally designated shifts after the occurrence giving rise to that change terminates.

B. Lunch Period

The normal ten (10) hour workday for employees engaged in a continuous operation shall usually include a one-half (1/2) hour lunch period except when in an emergency situation. A continuous operation is defined as being assigned to a work situation where nature of work restricts and/or prohibits an employee(s) from observing regularly scheduled lunch periods.

Section 3. - Holidays

Scheduling

1. Holidays will be observed on the day on which they occur.
2. Whenever a holiday falls on a scheduled day off in the employee's workweek, the employee will receive an additional day off, with pay, the time to be arranged with a supervisor who is in charge of the work schedule.

3. If a holiday occurs during a period of an employee's absence during which time the employee is using sick and/or annual leave credits, such holiday shall be carried as holiday time.

Section 4. - Designated Holidays

- A. All bargaining unit members will receive the following regularly scheduled holidays:

- | | |
|-----------------------|-------------------------------|
| 1. New Year's Eve Day | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day following Thanksgiving |
| 3. Memorial Day | 9. Christmas Eve Day |
| 4. Easter Sunday | 10. Christmas Day |
| 5. Independence Day | |
| 6. Labor Day | |

- B. Employees required to work on one or more of the above holidays shall receive the regular days' pay and, in addition, pay at the rate of time and one-half of their regular pay rate for hours worked during the holiday.

Section 5. - Shutdowns

- A. It has been the practice of the University to observe a campus-wide shutdown between Christmas and New Year's. However, because certain essential services must be continued during this period, including security, if it is necessary that any bargaining unit member is required to work during this period, as identified by the University year to year, they will be afforded equivalent time off between November 15 and January 31 in the following year. In the event compensation is granted during shutdown days to all other full-time employees not required to work, compensation will also be granted to bargaining unit members not required to work.

Section 6. - Staffing Levels

The afternoon and midnight shifts shall have no less than two (2) sworn officers working at all times. Exceptions shall be on holidays, school shutdowns and summer session.

Section 7. - Time Changes

In the spring, when daylight savings time occurs, and officers work an extra hour, they will get paid an extra hour's pay and be entitled to overtime if applicable. In the fall, when officers work one less hour they will be compensated for the normal shift.

Section 8. - Travel Pay for Training Opportunities

The University and the Union recognize the value of retraining opportunities for employees. The University in its discretion will provide opportunities for Public Safety Officers to receive additional training. Employees are required to report to work prior to the training and after the training when the training occurs during their regular shift.

Employees will receive their normal day's wages at the regular day shift rate for the day(s) of training plus the University will pay all travel expenses up to the amount allowable under University policy. Travel time to and from the training sessions over and above the normal scheduled day will not be compensated as extra pay.

Article 19. - INSURANCES

Section 1. - Group Life Insurance

All bargaining unit members receive group term life insurance in the amount of \$50,000. This insurance terminates upon termination of employment with the University.

Section 2. - Liability Insurance

All bargaining unit members are covered under a \$1,000,000 single incident, \$5,000,000 multiple incident policy against personal liability arising out of their performance of duty for the University.

Section 3. - Medical Insurance

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

1. July 1, 1998 - June 30, 1999

a. Family Coverage

Effective July 1, 1998, the University will pay all of the cost up to \$6,571 for family coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

b. Single Coverage

Effective July 1, 1998, the University will pay all of the cost up to \$1,947 for single coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

2. July 1, 1999 - June 30, 2000

a. Family Coverage

Effective July 1, 1999, the University will pay up to \$6,834 (\$6,571 x 1.04) for family coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

b. Single Coverage

Effective July 1, 1999, the University will pay up to \$2,025 ($1,947 \times 1.04$) for single coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

3. July 1, 2000 – June 30, 2001

a. Family Coverage

Effective July 1, 2000, the University will pay all of the cost up to \$7,107 ($\$6,834 \times 1.04$) for family coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

b. Single Coverage

Effective July 1, 2000, the University will pay all of the cost up to \$2,106 ($\$2,025 \times 1.04$) for single coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

4. July 1, 2001 – September 30, 2001

a. Family Coverage

Effective July 1, 2001, the University will pay up to \$7,391 ($\$7,107 \times 1.04$) for family coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

b. Single Coverage

Effective July 1, 2001, the University will pay up to \$2,190 ($\$2,106 \times 1.04$) for single coverage under the Ferris-Flex "High" plan with cost containment features (including PPOM, HHS-precertification and five [\$5.00] dollar prescription drug co-pay).

Section 4. - Medical Reimbursement Plan

Bargaining unit members who are presently covered under another health insurance program (i.e., through spouse's employer) and, therefore, not electing health insurance coverage may apply up to the amount of the single subscriber premium of Ferris-Flex single subscriber coverage towards the medical reimbursement plan provided as follows:

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

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

A check equal to the accrued single subscriber rate will be issued to bargaining unit members on a biweekly basis as part of their regular pay check.

Section 5. - Insurance

- A. The University shall make available a dental option through a carrier selected by the University providing an 80-60-50 benefit level with a maximum of \$1,000.00 per person per year. An orthodontic rider with a \$1,000.00 lifetime maximum will be made applicable to full-time employees in the bargaining unit, at no cost to the bargaining unit member.

Section 6. - Long Term Disability Insurance (Ferris-Flex)

- A. The University shall provide, without cost, to all bargaining unit members, a ninety (90) day elimination period Long Term Disability Insurance Plan by a carrier selected by the University.
1. Benefits shall begin on the termination of the bargaining unit member's sick leave or 90 days, (or as indicated upon their Ferris-Flex Election form) whichever is greater, and continue at 66 2/3% of the bargaining unit member's salary to age 65.
 2. The benefit shall be capped at 66 2/3% of \$5,000 per month in salary.
 3. The salary rate, for purposes of computing the LTD payment, shall be computed as of the beginning of the plan year.

Section 7. - Optical Plan

- A. Each bargaining unit member shall be entitled to \$125.00 (One Hundred Twenty-Five Dollars) per year for available optical services and/or equipment, through the University's College of Optometry or at any professionally licensed Optometric or Ophthalmic service of his/her choice, at no cost to the bargaining unit member. Effective February 1, 1997, the amount of the allotment shall be increased to \$175.00 (One Hundred Seventy-Five Dollars). Effective October 1, 1998, the amount of the allotment shall be increased to \$300.00 (Three Hundred Dollars).
1. The applicable allotment (\$300.00), without cost to the bargaining unit member, shall not and may not be carried over in whole or in any unused portion to any succeeding year.
 2. The applicable allotment (\$300.00) may be used by the bargaining unit member and/or any legal dependent thereof but under no circumstances shall the allotment be expanded beyond the \$300.00 per year cap per bargaining unit member as herein set out.
 3. The applicable allotment (\$300.00) if and when utilizing the University's College of Optometry shall be based upon the College of Optometry's yearly set rates for such services to the personnel of the University.

Article 20. - WORKERS' COMPENSATION

In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers' Compensation laws, and the employee may elect to use his or her accumulated sick/vacation leave to cover the differential between Workers' Compensation and his/her regular salary. Such use shall conform with guidelines established by Human Resource Development.

Article 21. - VACATIONS

Regular full-time bargaining unit members will receive paid vacation according to the following schedule:

| <u>Length of Service</u> | <u>Vacation Period</u> |
|---------------------------|------------------------|
| 1 year through 3 years | 96 hours |
| 4 years through 10 years | 120 hours |
| 11 years through 14 years | 144 hours |
| 15 years or more | 160 hours |

Section 1.

Bargaining unit members are eligible to take one (1) day of paid vacation for each month of service after six (6) months of continuous employment. Vacations must be totally used in the anniversary year following the year it accrues.

Section 2.

Vacations are taken at a time mutually agreeable to the University and the employee with the need for the services of the employee at the particular time being paramount. Vacation will be worked out as far in advance as possible. When scheduling vacation requests, seniority shall be recognized and be given preference in the initial round of vacation scheduling. Thereafter, the needs of the Department and the individual preferences will be paramount. The University shall notify employees of approval of vacation requests within a reasonable time after such requests are received. If an employee is required by the University to reschedule his or her vacation request or is denied a request for vacation, then the provision of Section 3 shall not be invoked.

Section 3.

Vacation credits are not cumulative from year to year except in most unusual circumstances subject to review and approval by the Vice President for Administration and Finance.

Section 4.

Employees who terminate their services with the University will be paid for accumulated vacation time, in accordance with the state laws of Michigan, not to exceed that authorized for that year at their then current rate of pay.

Article 22. - RETIREMENT

Section 1. - Retirement System Selection

1. **Members:**

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

2. **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 FSU.

If an election is not made within the 30-day period, the member will be enrolled in the plan with a University-designated vendor.

Section 2. - Retirement System Payments

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

Section 3. - Retirement System Vesting

1. Members participating in the basic MPERS or the optional state retirement program (MIP), provided under authority of the MPERS, shall become vested pursuant to the Michigan Public School Employees' Retirement Act, as amended.
2. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested immediately, subject to the provisions of the Plan, in amounts attributable to the contributions properly made under Article 22, Section 2, paragraph 3.

3. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested, subject to the provisions of the Plan, in amounts attributable to the contributions made under Article 22, Section 2, paragraph 2 according to the following schedule:

| | |
|--|---------------|
| ◆ After one year of University service: | 12.5% vested |
| ◆ After two years of University service: | 25.0% vested |
| ◆ After three years of University service: | 37.5% vested |
| ◆ After four years of University service: | 50.0% vested |
| ◆ After five years of University service: | 62.5% vested |
| ◆ After six years of University service: | 75.0% vested |
| ◆ After seven years of University service: | 87.5% vested |
| ◆ After eight years of University service: | 100.0% vested |

Section 4. - General

1. The Union will have two (2) representatives on any future retirement committees which may be established by Human Resource Development.
2. Employees hired after January 1, 1996 will be eligible upon retirement to participate in the University's health insurance program under the provisions of COBRA. The premium cost for COBRA coverage will be the sole responsibility of the employee.
3. Employees who retire under the defined contribution plan whose eligibility for health insurance coverage under COBRA has ended may apply for coverage under a conversion policy offered by a vendor selected by the University.

Section 5. - Implementation

1. Employees hired since January 1, 1996, at their option, may make the employee contribution (up to four (4%) percent) for the period January 1, 1996, through April 15, 1999, in twenty (20) equal installments of no less than ten (\$10) dollars. Such "installment" payments are required to be made in the same tax year, and thus, fewer than twenty (20) payments may be required of employees who elect this option.
2. For employees hired since January 1, 1996, the University will make a retroactive contribution to their retirement account. The amount of the contribution will be equal to ten (10%) percent of an employee's earnings plus earned interest at the annual rate of six (6%) percent.

Article 23. - EQUIPMENT, ACCIDENTS AND REPORTS

Section 1.

Equipment required by the University will be furnished and maintained by the University.

Section 2.

An employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the University, the employee, before starting his or her next shift, shall make out an accident report, in writing, on forms furnished by the University and shall turn in all available names and addresses of witnesses to any accidents.

Section 3.

If the occasion arises where an employee gives written report on forms in use by the University, of a vehicle being in an unsafe working-operating condition, and receives no consideration from the University, he or she shall take the matter up with the officers of the Union who will take the matter up with the University.

Article 24. - TUITION AND FEE WAIVER

Section 1. - 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, should recognize their unique status.

Section 2. - Tuition Waiver

All bargaining unit members may take the University course offerings and have the regular fees for such courses waived provided that not more than two (2) courses (or eight (8) credit hours) are taken during any quarter and provided that such course or courses do not interfere with their regularly assigned duties, and the employee has a satisfactory job performance evaluation, and the course is not offered at times outside the employee's working hours.

All bargaining unit members may transfer their existing eight (8) credit hour tuition benefit to an eligible spouse and/or dependent child. This program applies to undergraduate tuition only: registration and other incidental fees which may be charged shall be borne by the spouse and/or dependent child. A dependent child shall be defined as any natural or adopted child of the eligible employee who is twenty-four (24) years old or less by December 31 of the academic year for which tuition assistance is requested.

Employee's and/or their spouse or dependents may not displace other students in a course.

Article 25. - BEREAVEMENT LEAVE

A bargaining unit member may be granted up to four (4) consecutive business days of paid leave to attend funeral services in the event of the death of a member of the immediate family. Immediate family for purposes of this Article shall be defined as current spouse, mother, father, child, son-in-law, daughter-in-law, stepchild, stepparent (current parent of spouse), sister, brother, grandchild, grandparent or parent of spouse. If the funeral is to take place more than 300 miles from the employee's residence, an additional day may be granted for travel time. One day paid leave may be granted to attend the funeral of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, or any person with whom the employee is presently making his/her home.

Article 26. - PERSONAL LEAVE

An employee with at least one (1) year seniority at the time of the effective date of this contract, and annually thereafter, may have two (2) days' personal leave, one (1) chargeable to sick leave and one (1) not chargeable. Employees must apply for personal leave at least two (2) working days before such leave is desired, except in cases of emergency. Personal leave days are not cumulative from year to year.

Article 27. - SALARY SCHEDULE

Section 1.

October 1, 1998 through September 30, 1999.

Effective October 1, 1998, there will be a Three (3%) Percent increase to each employee's base salary.

| <u>Years of Experience at FSU</u> | | <u>Salary</u> |
|-----------------------------------|---|---------------|
| A. 0 - 1 Year | = | \$27,910. |
| B. 1 - 2 Years | = | \$29,960. |
| C. 2 - 3 Years | = | \$32,009 |
| D. 3 Years and beyond | = | \$34,044. |

Section 2.

October 1, 1999 through September 30, 2000.

Effective October 1, 1999, there will be a Three (3%) Percent increase to each employee's base salary.

| <u>Years of Experience at FSU</u> | | <u>Salary</u> |
|-----------------------------------|---|---------------|
| A. 0 - 1 Years | = | \$28,747. |
| B. 1 - 2 Years | = | \$30,859. |
| C. 2 - 3 Years | = | \$32,969. |
| D. 3 Years and beyond | = | \$35,065. |

Section 3.

October 1, 2000 through September 30, 2001.

Effective October 1, 2000, there will be a Three (3%) Percent increase to each employee's base salary.

| <u>Year of Experience at FSU</u> | | | <u>Salary</u> |
|----------------------------------|--------------------|---|---------------|
| A. | 0-1 Years | = | \$29,609. |
| B. | 1-2 Years | = | \$31,785. |
| C. | 2-3 Years | = | \$33,958. |
| D. | 3 Years and beyond | = | \$36,117. |

Section 4.

Shift Premium: October 1, 1998, through September 30, 2001.

| | | | |
|----|-----------------|---|----------------|
| A. | Afternoon Shift | = | \$.40 per hour |
| B. | Midnight Shift | = | \$.45 per hour |

Section 5. - Acting Assignment

In the absence of a Command Officer on any given Patrol Shift, the most senior officer on duty shall assume the duties and responsibilities of the Command Officer, and shall be paid an additional \$.50 per hour for all hours worked in the acting assignment.

Section 6. – Field Training Officer (FTO) Compensation

For each day (10 hours) of supervising the training of a new officer, a Field Training Officer will receive, in addition to regular pay, one and one-half hours of pay at the officer's regular rate of pay.

Section 7. – Educational Bonus

Officers with a Bachelors Degree on or before October 1, 1998

Officers who earn a Bachelors Degree from a fully accredited institution of higher education on or before October 1, 1998, and who present proof of the same by official transcript to Human Resources Development will receive a \$50 increase to base annual salary beginning October 1, 1998. These same officers will receive a \$50 increase to base annual salary beginning October 1, 1999.

October 1, 1999 – Officers who earn a Bachelors Degree from a fully accredited institution of higher education between October 2, 1998, and on or before October 1, 1999, and who present proof of the same by official transcript to Human Resources Development will receive a \$100 increase to base annual salary beginning October 1, 1999.

October 1, 2000 – Officers who earn a Bachelors Degree from a fully accredited institution of higher education between October 2, 1999, and on or before October 1, 2000, and who present proof of the same by official transcript to Human Resources Development will receive a \$100 increase to base annual salary beginning October 1, 2000.

Article 28. - LONGEVITY PAY

Bargaining unit members who have completed four (4) years of continuous service, and are beginning their fifth (5th) year with the University, will receive longevity payments of Two and One-Half percent (2-1/2%) of their current base salary; Three and One-Half percent (3-1/2%) at the end of nine (9) years and beginning their tenth (10th) year; and Four and One-Half percent (4-1/2%) at the completion of fourteen (14) years. Thereafter, bargaining unit members will receive such payments annually on the pay following their anniversary date.

Article 29. - DISTRIBUTION OF AGREEMENT

The University agrees to make available to each bargaining unit member a copy of this Agreement. The cost of printing this Agreement shall be shared equally by both parties.

Article 30. - TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from October 1, 1998, until 11:59 p.m. September 30, 2001.

Notice to modify, alter, amend, renegotiate or change, or any combination thereof, the provisions of this agreement shall be given no later than ninety (90) days or earlier than one hundred twenty (120) days prior to the expiration of the agreement. Notice shall be in writing and shall be sufficient if sent by certified mail to the University, addressed to the Office of the General Counsel, and if to the Union, addressed to the Police Officers Labor Council, or to any such address as the University or Union may make available to each other.

SIGNATORIES

Police Officers Labor Council/Unit I

Ferris State University

Fred LeMaire 5/29/99
Fred LeMaire Date
POLC Representative

Scott Hill-Kennedy 6/09/99
Scott Hill-Kennedy Date
General Counsel for FSU

Randall W. Jancek 5-8-99
Randall W. Jancek Date
Public Safety Officer

Stanley Dinius 6-8-99
Stanley Dinius Date
Director, Department of Public Safety

Gary Attberry 6-10-99
Gary Attberry Date
Assistant Director, Department of Public Safety

