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Ferris State University

and

Ferris Hall Director's Association/MEA/NEA

AGREEMENT

Agreement between the
Board of Control
of
Ferris State University
and the
Ferris Hall Director's Association
MEA/NEA
1991 - 1994

Ferris State University

1991-94
FERRIS STATE UNIVERSITY
AND
FERRIS HALL DIRECTORS ASSOCIATION/MEA/NEA
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THIS AGREEMENT entered into this 21st day of September, 1992 is between the Board of Control of Ferris State University (hereinafter referred to as "FSU") 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, FSU 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

FSU 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 FSU 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 - SPECIAL CONFERENCES

Special conferences between the Director of Residential Life, a representative from HRD, 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 two meetings per term/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 now employed, hereinafter employed, or recommended for employment by FSU. 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, FSU 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 FSU other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on FSU until it has been put in writing and signed by both FSU 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 FSU 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

FSU 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, FSU 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 FSU, or institution of any grievance, complaint or proceeding under this Agreement. FSU 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. FSU 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 preference, 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 FSU property, provided that this shall not interfere with or interrupt normal FSU operations in any manner.

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

FSU agrees to provide a bulletin board space at the Office of the Director of Residential Life 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

FSU will provide a total of four (4) days per year to the Association representative(s) without 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 quarter/semester.

Section 10.6 - Association Training

It is agreed that hall directors shall be provided four (4) hours release time during the fall Hall Director Training. The release time will be scheduled in consultation with the Director of Residential Life 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 on FSU's right to any remedy under law for such violation.

Article 12 - AGENCY SHOP

Section 12.1 - General Provisions

FSU is an agency shop employer. Therefore, each employee covered by the negotiated Agreement between the Board of Control 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, whichever 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 FSU 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 FSU, 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, FSU 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. FSU, 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 FSU pursuant to this Article, FSU 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 FSU 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 FSU, 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 FSU, 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 FSU, 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 FSU.
- C. If FSU, 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 FSU, does represent FSU, 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 FSU, 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 FSU, its officers, employees or agents under this section, after consultation with FSU.

Section 12.6 - Withholding Authorization

FSU 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 FSU'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 FSU, 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.

Section 13.2 - Probationary Members

- A. A hall director shall, upon initial employment, be required to serve a probationary period not to exceed one semester (15 work weeks).
- B. Decisions regarding the employment status or discipline of probationary hall directors rest solely with FSU and are not grievable or arbitrable under Article 17.
- C. A probationary hall director may be granted a second semester (15 work weeks) of probationary status as an alternative to non-renewal. The Association president shall be notified of FSU's decision to grant a probationary extension, and the reasons thereof unless the hall director indicates otherwise in writing.
- D. Should FSU 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 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 term/semester for each bargaining unit member. The appraisal(s) shall be shared with the evaluated bargaining unit member, and thereafter the evaluated bargaining unit member shall sign the evaluation form signifying that the employee has reviewed 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 FSU 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.

(See Appendix B re: Evaluation Form)

Section 13.4 - Representation and Professional Conduct

- A. FSU may adopt rules and regulations which are not in conflict with the terms of this Agreement governing conduct of members and FSU shall provide members with a copy of such rules and regulations.
- B. FSU and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon FSU. 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 - Complaints

With respect to a complaint against a hall director made to the director or assistant director of Residential Life, the following procedures shall be followed:

1. With the exception of a complaint dealing with violation of law, the complaining party shall always be encouraged to first attempt to resolve the problem directly with the hall director involved.
2. In more serious situations where it is decided that the complaint is to be disclosed to the hall director, then at the request of either or both the complainant and hall director involved, the director or assistant director of Residential Life shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either the complainant or hall director objects to a conference of all parties, the director or assistant director of Residential Life shall discuss the matter with the involved parties separately.
3. 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.

Article 14 - UNIVERSITY RIGHTS AND RESPONSIBILITIES

Section 14.1 - University Rights and Responsibilities

It is the responsibility of FSU 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. FSU, 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 FSU, 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 FSU 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--FSU will waive tuition for all bargaining unit members for no more than two (2) term (or three (3)

semester) FSU courses, up to a maximum of eight (8) credit hours per quarter/semester, on an available space basis. FSU will waive tuition only for those maximum of two (2) term/three (3) semester classes 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--FSU will allow the bargaining unit member to transfer his or her tuition waiver as set out in 15.1B for no more than two term/three semester FSU courses, up to a maximum of eight credits per quarter/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 arises or a new position opens within the bargaining unit a descriptive notice of the position shall be posted in the Office of the Director of Residential Life for five (5) 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 office of Human Resource Development with a copy sent to the office of the Director of Residential Life.

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. FSU reserves the right to award a position to the most qualified applicant (including American with Disability 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 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 FSU offices are open, excluding term/semester break days, and shall not include the day on which the grievance is presented or appealed or is returned by FSU.

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 violations(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. FSU 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 a grievance might reasonably be known to exist, the allegedly aggrieved member of the bargaining unit shall discuss the grievance with the director of Residential Life 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 Residential Life, 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 Residential Life shall communicate a decision, in writing, to the grievant(s) as promptly as possible, but no 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 Human Resource Development 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 Residential Life to the office of Human Resource Development, which will send a copy to the vice president for Student Affairs. 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 Human Resource Development and the vice president for Student Affairs 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 Human Resource Development, the grievance may be submitted to arbitration by the Association only, within ten (10) days after receiving FSU'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 FSU by the Association of its submission of a grievance to arbitration, FSU and the Association shall jointly request the American Arbitration Association (AAA) to furnish

the parties with an odd numbered list of arbitrators.

- c. Upon receipt of AAA's list the parties shall select the arbitrator to hear the grievance by alternately striking one name from the list until only one name remains. That remaining arbitrator shall be designated to hear the grievance. Determination of who strikes the first name will be by a flip of a coin; winner strikes last.
- d. 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 Human Resource Development
 - a. Only applicable to grievances arising under paragraph 17.1.C; within thirteen (13) days of the time a grievance might reasonably be known to exist, the Association shall discuss the grievance with a representative from the office of Human Resource Development and a representative from the office of the vice president of Student Affairs.

In the event the grievance is not resolved, it shall be reduced to writing, signed and presented to the office of Human Resource Development within five (5) days of the discussion. HRD will provide a copy to the vice president for Student Affairs. 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 Human Resource Development and the vice president for Student Affairs 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 Human Resource Development, 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 FSU'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 receive four (4) days off per quarter/six (6) per semester which will not accumulate past eight (8) days and must be used by the end of the summer quarter/semester.

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 term.

The residence hall directors, in consultation with the director of Residential Life, shall develop a weekend rotation system which shall provide each hall director up to four (4) weekends off duty each quarter/six (6) weekends per semester (not including other vacation or leave days). The weekend off begins at 8:00 a.m. Saturday and ends at 3:00 p.m. Monday. Weekends are not transferable to subsequent quarters/semesters. The hall directors should 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 Residential Life and a copy provided to each hall director. Changes to the schedule established by the director of Residential Life and the hall directors may be made by the director of Residential Life when requested by a hall director(s).

The director of Residential Life 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 Residential Life 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. FSU has the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program.
- B. Sick leave of up to five (5) full days per year may be granted due to adoption or the serious illness of a spouse, parent, child or for a father during childbirth. Extensions may be made in proper cases.
- C. 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 FSU may request.

- D. FSU May request 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.
- E. It is the intent of FSU 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 FSU, the employee will return to the employ of the university upon recovery; further, FSU 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 FSU 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 FSU when ready and able to return to work.

Section 18.5 - Maternity Leave

All maternity leave requests will be handled in accordance with the FSU sick leave policy.

Section 18.6 - Extended Sick Leave

- A. An employee who is ill or injured and whose accumulated sick leave credit has been exhausted and whose claim of injury or illness has been supported by evidence satisfactory to FSU, shall be granted a sick leave of absence, without pay, limited to 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 FSU.
- 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 FSU'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 FSU's service due to age and service requirements under the Michigan Public School Employees' 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, FSU 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 maternity leave (Article 18.5) 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 Residential Life.

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

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 so required to appear in court will be excused from FSU's service with pay for the days of court required service. Fees received, other than expenses, for such service shall be returned to FSU.

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 FSU 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, FSU 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 FSU 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, FSU 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, FSU shall rely on such seniority list. FSU 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 FSU 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 must 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 FSU, in exercise of its administrative discretion, to implement a reduction in the bargaining unit work force. When FSU 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

FSU shall have no obligation to recall after three (3) full years 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 FSU's discretion, exceptions may be made for extenuating circumstances.

Article 21 - ASSIGNMENT/REASSIGNMENT OF WORK

- A. FSU 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 circumstance 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. FSU shall not use this provision to create non-bargaining unit hall directors, however, it is expressly understood that FSU 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. The University may change a hall by substantially reducing the number of students (i.e., 1/2 of the students or more) in that hall. In such a case the residence hall directors of these halls ("the reduced occupancy directors") will work for fifteen (15) hours a week for the office of Student Affairs or one of its subordinate areas or departments in addition to their regular hall director duties. Hall directors currently performing work that could be assigned to the reduced occupancy directors will not be replaced by reduced occupancy directors unless he or she is better qualified to do the work. Otherwise the reduced occupancy director will be assigned to vacant or newly created positions or work. This provision shall not be

construed to guarantee hall directors supplemental campus employment in addition to their hall director positions; it is intended to protect hall directors currently having supplemental employment from arbitrary removal solely to provide work for one of the reduced occupancy directors.

3. 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 Residential Life 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 Residential Life 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 Residential Life 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 (5th) 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 Residential Life.

- 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

A. Base Salary

1991-1992 (+4.0%)

	No Degree	Bachelor's Degree	Master's Degree OR Bachelor's Degree + 30 Hrs
1st Year	\$ 9,224	\$10,297	\$11,180
2nd Year	9,312	10,396	11,288
3rd Year	9,403	10,497	11,396
4th Year	9,584	10,697	11,616
5th Year	9,675	10,799	11,726
6th Year and beyond	= 4.0% increase to 1990-91 base salary		

1992-1993 (+3.5%)

	No Degree	Bachelor's Degree	Master's Degree OR Bachelor's Degree + 30 Hrs
1st Year	\$ 9,547	\$10,657	\$11,571
2nd Year	9,638	10,760	11,683
3rd Year	9,732	10,864	11,795
4th Year	9,919	11,072	12,022
5th Year	10,014	11,177	12,136
6th Year and beyond	= 3.5% increase to 1991-1992 base salary		

1993-1994 (+4.6%)

	No Degree	Bachelor's Degree	Master's Degree OR Bachelor's Degree + 30 Hrs
1st Year	\$ 9,986	\$11,148	\$12,104
2nd Year	10,081	11,255	12,221
3rd Year	10,179	11,364	12,338
4th Year	10,375	11,581	12,575
5th Year	10,474	11,691	12,695
6th Year and beyond	= 4.6% increase to 1992-1993 base salary		

B. Supervisory Compensation

1. Each supervising hall director (with a double hall and an assistant hall director) will receive an additional 15% of their annual base compensation. This compensation is not built into the hall director's salary base and shall be paid only for the term of service as a supervising hall director.

C. Summer Work

1. Each hall director continuing regular residence hall duties for those residence halls remaining open to summer quarter enrolled FSU students, shall be compensated at one-third of base pay for summer, 1993. (For summer, 1994 compensation shall be 42% for both summer sessions and 21% for one summer session.) Payment shall be calculated on the just completed academic year salary.
2. Each hall director assigned to summer quarter residence work with FSU sponsored camps, seminars and/or orientation sessions shall be compensated on a daily prorated basis according to his/her just completed academic year salary.
3. Other summer work for FSU is outside the parameters of this contract and subject to FSU's rules and regulations with respect to employment and compensation.

D. Degrees:

It is a goal of the Association and the office of Residential Life that hall directors have at least a bachelor's degree, and ideally a master's degree. Preference will be given to hall director position applicants who have earned a master's degree or a bachelor's degree. Nevertheless, in the event that a qualified

candidate with a bachelor's degree is not available, the director of Residential Life may hire a qualified individual who has not earned a bachelor's degree.

To encourage obtaining degrees and continuing education, a bargaining unit member who attains a new and higher degree from a fully accredited institution of higher education in his/her discipline or related field of study shall receive the current salary for the degree, i.e., the salary he/she would be receiving if he/she had been hired with the degree.

Section 23.2 - Longevity Pay

- A. Upon completion of full-time service to FSU as set out below, FSU shall make lump sum longevity cash payments to eligible recipients as set out below:

<u>Service</u>	<u>Payment</u>
Completion of 3rd & 4th year	2% of base salary
Completion of 5th, 6th & 7th year	4% of base salary
Completion of 8 th, 9th & 10th year	6% of base salary
Completion of 11th year and each year thereafter	8% of base salary

- B. Payment shall be made within thirty (30) days of the last day of service of each qualifying contract year.
- C. Payments are one time awards and are not built into a bargaining unit member's salary base.

Section 23.3 - Liability Insurance

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

Section 23.4 - 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 day 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 23.5

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

Sept. 1, 1992 - June 30, 1993	Pak A	\$289.09
July 1, 1993 - 1994	Pak A Pak B + medical reimbursement	\$332.45 \$175.00

Section 23.6 - 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, FSU 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 with 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 FSU, 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 FSU through the subsequent summer months (June, July, and August) prior to the next academic year.

Article 24 - RETIREMENT

- A. FSU and the Association recognize the coverage of bargaining unit employees under the Michigan Public School Employees' Retirement Fund as provided by state law. FSU will pay the employee pension contribution for each bargaining unit member except any portion attributable to the Member Investment Plan (MIP), which portion shall be paid by the bargaining unit member.
- B. Notwithstanding the mandate and limitations of Article 24 A. above, those hall directors, and only those hall directors, presently participating in FSU's Optional Retirement Program (TIAA-CREF) will be permitted, unless otherwise restricted by law, to remain in and a part of that program with FSU assuming the employee contribution thereto.

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 distribute his/her accumulated sick leave to cover the differential between Workers' Compensation and his/her regular salary entitlement.

Article 26 - MISCELLANEOUS

- A. Hall directors occupying FSU apartments during the summer quarter will be charged the published FSU one-bedroom rate if the hall director is not employed full time for the summer quarter. Any charged hall director employed full time as an FSU hall director the following fall quarter shall be reimbursed all rent paid pursuant to this provision within 30 days of the beginning of that fall quarter.
- B. It is agreed that each hall director will be provided one twenty (20) meal plan for each member of his/her family residing with him/her. Three (3) meal tickets per quarter/five (5) per semester will be provided to each hall director, and they will be transferable. Each hall director who does not have family members residing with him/her shall receive twenty (20) additional meal tickets per quarter/thirty (30) per semester. All meal tickets must be used by the end of spring quarter/semester. Those hall directors working full time for summer quarter will be given twenty (20) meal tickets to be used for summer quarter only.

- C. At no time will a bargaining unit member be required to provide transportation.
- D. Each hall director shall be furnished with an apartment within the residence hall assigned. This apartment will include utilities, phone, and furnishings provided by FSU. FSU 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 Residential Life.
- E. Each hall director will be provided with an FSU 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-FSU affiliated guests who visit the campus, or for a resident spouse of the hall director. It is expressly understood that the restricted pass shall not be used by a hall director for FSU employees, students, or for the hall director's second vehicle if not married.
- F. Term/Semester Breaks
1. During term/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 FSU.
 2. FSU may mandate hall directors to remain during recognized term/semester breaks for certain continuing bargaining unit responsibilities. Should any hall director be required to work during term/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 term/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 Control ratification (September 21, 1992) until 12:01 a.m. July 1, 1994. Its salary and fringe benefits provisions are to begin September 1, 1992.

SIGNATORIES

For the Association:

For the University:

Rebecca A. Burns
Rebecca Burns, President

Joe Mendenhall
Joe Mendenhall

Althea Woodley
Althea Woodley

Robert E. Kern
Robert Kern

Judy Vance Morris, MEA
Judy Vance Morris, MEA

Beth Krueger 2/8/93
Beth Krueger

Scott Hill-Kennedy 2/09/93
Scott Hill-Kennedy

GRIEVANCE REPORT FORM

Grievance # _____	FSU Hall Directors/MEA/NEA	<u>Distribution of Form</u>
Submit to supervisor/principal in duplicate		1. Director of Residential Life 2. Office of Human Resource Dev 3. Association 4. Grievant
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 Residential Life _____		

		_____ Signature
		_____ Date
D. Disposition of grievant and/or Association: _____		

		_____ Signature
		_____ Date
If additional space is needed in reporting Section B of Step I/II attach an additional sheet.		
(continued on reverse side)		

GRIEVANCE REPORT FORM

STEP III

A. Date received by office of Human Resource Development _____

B. Disposition of office of Human Resource Development _____

Signature

Date

C. Position of grievant and/or Association _____

Signature

Date

STEP IV

A. Date submitted to arbitration _____

B. Disposition & award of arbitrator _____

Signature

Date

NOTE: All provisions of Article _____ of the Agreement dated _____,
19__ , WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

EVALUATION FORM

The evaluation of hall directors shall be of a narrative format and will include evaluation of no more than the following factors and only to the extent applicable:

1. Ability to develop subordinates: Extent to which employee utilizes abilities of subordinates and develops them for more responsible duties.
2. Affirmative Action: Significance of goals relative to availability data; achievement of goals.
3. Attitude: Initiative, interest and enthusiasm demonstrated. Extent to which employee is a "self-started" in attaining position objectives.
4. Cost control: Extent to which employee maintains cost controls with effective production and operations.
5. Dependability: Extent to which employee can be counted on to carry out instructions, have good attendance and fulfill position responsibilities.
6. Human relations: Ability and willingness to effectively work with people.
7. Judgment: Effectiveness of thought, vision, creativity, analysis, sound reasoning and results.
8. Knowledge of position: Understanding of objectives, duties and responsibilities--including paperwork.
9. Supervision: Effectiveness in planning activities of group supervised, and resultant productivity.

Overall Evaluation (Required): Consider the employee's total job performance and make a one sentence statement that the employee's job performance is either satisfactory, needs improvement, or is unsatisfactory.

NOTE: For the 1992-93 academic year, no more than two (2) evaluations of a hall director will be required.

--LETTER OF UNDERSTANDING--

Because of the unique circumstances of the 1992-93 academic year, arrangements for a reduced number of students and staff in three (3) residence halls (Pickell, Miller, and Puterbaugh halls), it is agreed that for the 1992-93 academic year the residence hall directors of these halls ("the three") will work for fifteen (15) hours a week for the office of Student Affairs or one of its subordinate areas or departments in addition to their regular hall director duties. Hall directors currently performing work that could be assigned to the hall directors in Pickell, Miller or Puterbaugh will not be replaced by one of the three unless one of the three listed above is better qualified to do the work. Otherwise the three will be assigned to vacant or newly created positions or work. This provision shall not be construed to guarantee hall directors supplemental campus employment in addition to their hall director positions; it is intended to protect hall directors currently having supplemental employment from arbitrary removal solely to provide work for one of the three.

For Ferris:

Scott Hill-Kennedy

Date: February 8, 1993

For Association:

Judy Vance Morris/MSA

Date: February 8, 1993

--LETTER OF UNDERSTANDING--

The parties agree that the tentatively agreed upon 1991-1994 master agreement for the FSU hall directors is subject to clerical correction and review and correction of all references to "terms/semesters" and the American Disabilities Act prior to final publication of the document.

Further, upon ratification of the tentative agreement by both parties, the FSU Hall Directors Association/MEA/NEA shall withdraw its pending unfair labor practice complaints against Ferris State University.

For Ferris:

Scott Hill-Kennedy

Date: February 8, 1993

For Association:

Judy Vance Morris/MSA

Date: February 8, 1993

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