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9/30/94

AGREEMENT
FSU & PUBLIC SAFETY SUPERVISORS

1991-1994



Ferris State University

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

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of October, 1991, by and between FERRIS STATE UNIVERSITY, party of the first part (hereinafter referred to as "FSU") and Unit II, Ferris State University Public Safety Officers, affiliated with the Labor Council, Michigan Fraternal Order of Police, 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, FSU does hereby recognize Labor Council, Michigan Fraternal Order of Police, 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 Sergeants and Lieutenants of the 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, FSU 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 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 Union.

Article 4. - AID TO OTHER ORGANIZATIONS

FSU 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 FSU, by executing the proper form as provided by FSU, to make a pro-rated automatic payroll deduction on alternate pay periods for union dues. FSU 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 FSU against all liability FSU 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 FSU, however, FSU 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 FSU against all liability FSU 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 FSU, 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 FSU 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 FSU 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, or 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

FSU 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 FSU 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 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 11. - NO STRIKE

The Union, its officers, agents, affiliates, members and employees agree that so long as this Agreement is in affect, 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 FSU'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 FSU'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 FSU.

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 FSU 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 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 2: In the event the grievance is not resolved at Step 1, it shall be reduced to writing for presentation to the Office of Human Resource Development 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 proposed resolution of the grievance at Step 1 is not satisfactory. The Director of Human Resource Development or his 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 3: If the Union is not satisfied with the disposition of the grievance by the Director of Human Resource Development, the grievance may be submitted within thirty (30) days to the Federal Mediation and Conciliation Service for a decision using rules

and procedures of the Federal Mediation and Conciliation Service, including selection of an arbitrator, from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The parties may also mutually select an Arbitrator and not use the FMCS.

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 FSU to fulfill the role and mission of the University stated in the Ferris State University 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 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 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.

Section 2. - Professional Conduct:

- A. FSU may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing conduct of Public Safety Officers.
- B. FSU 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 FSU will make available an area where they may do so before being required to leave the property of FSU and may utilize the grievance procedure for alleged violation of the terms of this Agreement. Upon request, FSU 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 Lieutenants and Sergeants of the Ferris State University Public Safety Officers.
- 2. Probationary Status
 - a. All promotional appointments shall be probationary and subject to a probationary period of six (6) months. At any time during the probationary period, FSU may demote an employee whose performance does not meet the required work standards. An employee on probation in a promotional appointment shall

have the right to return to his/her previous appointment upon demotion, based upon seniority attained in Unit I as set out below under Section 14.B.1. The resulting bumped employees, from Unit I, shall not have cause to grieve such employment layoff in accordance with this Agreement. The Union therefore agrees not to advance any grievance of a Unit I employee bumped from a position with FSU, when such is the result of the activation of this provision.

- b. All original appointments to positions in the bargaining unit shall be probationary and subject to a probationary period of twelve months. At any time during the probationary period FSU may discharge the probationary employee. Any employee so discharged during the probationary period shall have no recourse to the grievance procedure.

B. Seniority and Seniority Lists

1. Accrual/Retention

- a. Seniority shall be given at the date of hire 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. FSU 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 FSU. After such absence, FSU will send written notification to the employee at his/her last known address that he/she has been terminated. FSU 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

FSU 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. Part-time bargaining unit employees shall be laid off first. Supervisory employees, not in this bargaining unit, but having seniority, may be assigned to the bargaining unit and displace less senior members thereof.

3. Notice of Layoff

FSU 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, FSU will compensate that person for the difference between contractual salary and the military pay and allowances for a period up to ninety (90) days. FSU will continue its normal contribution to insurance and other fringe benefits during this period.

Article 16. - **LEAVES OF ABSENCE - PAID**

Sick Leave

- A. Time taken off from an employee's duties for illness constitutes sick leave. Sick leave is not intended as earned time off with pay. Employees shall not lose seniority as a result of being absent due to illness or injury.
- B. Four (4) hours per biweekly pay period (80 hours) accrues to each member of the Union as sick leave. The maximum sick leave that can accrue is sixteen hundred (1600) working hours. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to illness, medical examination or treatment, dental examination or treatment, or optical examination or treatment. FSU has the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program.

- C. Sick leave of up to thirty (30) hours may be used due to the birth of a bargaining unit member's child, or the serious illness of a spouse or child. Extensions may be made in proper cases.
- D. A bargaining unit member granted sick leave of absence upon a verbal request, or one made on their behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing together with such evidence of need for leave as FSU may request.
- E. FSU may require a doctor's certificate or other satisfactory evidence that bargaining unit members have fully recovered and are able to preform all the elements of their job prior to returning such employees to work, or to determine if such employees continue to be ill or disabled for the purpose of continuing a leave of absence, and FSU, when it requests a doctor's opinion, shall pay for the doctor's fee.

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

- F. Maternity leave will be handled in accordance with FSU's sick leave policy and in conformance with applicable federal law.

Article 17. - SICK LEAVE - SEPARATION

Section 1.

Bargaining unit members who separate from FSU's 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 FSU'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 FSU.

Article 18. - SCHEDULES AND WORK HOURS

Section 1. - Hours of Service

A. Biweekly Work Period

A biweekly work period consists of eighty (80) hours of work. A biweekly period is considered complete if the actual time worked plus paid, annual, sick, military, or holiday leave equals or exceeds eighty (80) hours. The expressions "biweekly work period" and "biweekly pay period" are synonymous.

B. 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.

C. 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 regularly 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

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.

5. General

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

Section 2. - Work Schedule

A. Employees assigned to Patrol shall be allowed to select preferred shifts in accordance with their seniority. Employees shall bid for shifts quarterly by the following dates: December 1, March 1, June 1, and September 1. Shift changes will go into effect one month from those dates.

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

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, FSU 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 an/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 | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day following Thanksgiving |
| 3. Memorial Day | |
| 4. Easter Sunday | 9. Christmas Eve |
| 5. Independence Day | 10. Christmas 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 FSU 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 FSU year to year, they will be afforded equivalent time off between December 15 and January 15 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.

Article 19. - INSURANCES

Section 1. - Group Life Insurance

All bargaining unit members receive group term life insurance in the amount of \$40,000. This insurance terminates upon termination of employment with FSU.

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 FSU.

Section 3. - Medical Insurance

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

1. October 1, 1991 - June 30, 1992

FSU will pay on behalf of each bargaining unit member the full cost of the Ferris-Flex premium for single and family coverage.

2. July 1, 1992 - June 30, 1993

FSU will pay on behalf of each bargaining unit member, up to \$338 per month for family coverage and up to \$144 per month for single coverage plus any unused premium from year one of the contract.*

3. July 1, 1993 - June 30, 1994

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

* In the event the actual cost of the insurance premium for the first year of the contract is less than \$131 (single) / \$307 (family), the difference between the premiums and these amounts shall be added to the second year cap.

** In the event the actual cost of the insurance premium for the second year of the contract is less than \$144 (single) / \$338 (family), the difference between the premiums and the cap of \$144 (single) / \$338 (family) shall be added to the third year of the contract.

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 premium 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 bi-weekly basis as part of their regular pay check.

Section 5. - Dental Insurance

FSU shall make available a dental option through a carrier selected by FSU providing a 80-60-50 benefit level with a maximum of \$1,000 per person per year. An orthodontic rider with a \$1,000 lifetime maximum will be made applicable to full-time employees in the bargaining unit.

Section 6. - Long Term Disability Insurance

- A. FSU 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 FSU.
1. Benefits shall begin on the termination of the bargaining unit members' 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 date the bargaining unit member's services to beginning of the plan year.

Section 7 - Optical Plan

- A. Each bargaining unit member shall, commencing October 1, 1989, be entitled to \$300.00 per year for available services and/or equipment, through FSU's College of Optometry, at no cost to the bargaining unit member.
1. The \$300.00 allotment, 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 \$300.00 allotment 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 \$300.00 per year allotment, if and when utilizing FSU's College of Optometry, shall be based upon the College of Optometry's yearly set rates for such services to the personnel of FSU.

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 distribute his or her accumulated sick leave to cover the differential between Workers' Compensation and what he/she would normally receive.

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

Sergeants promoted from FOP Unit I will receive 160 paid vacation hours each year.

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 FSU 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. FSU shall notify employees of approval of vacation requests within a reasonable time after such requests are received. If an employee is required by FSU 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 Business Affairs.

Section 4.

Employees who terminate their services with FSU 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

Retirement benefits as required by the Michigan Public School Employees' Retirement Fund will be paid for by FSU.

Article 23. - EQUIPMENT, ACCIDENTS AND REPORTS

Section 1.

Equipment required by FSU will be furnished and maintained by FSU.

Section 2.

An employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by FSU, the employee, before starting his or her next shift, shall make out an accident report, in writing, on forms furnished by FSU 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 FSU of a vehicle being in an unsafe working-operating condition and receives no consideration from FSU, he or she shall take the matter up

with the officers of the Union who will take the matter up with FSU.

Article 24. - TUITION AND FEE WAIVER

Section 1. - 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 FSU and that admission charges, if any, should recognize their unique status.

Section 2. - Tuition Waiver

All bargaining unit members may take FSU 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.

Employees 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 includes 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.

Salary: October 1, 1991, through September 30, 1992
(Base Rates)

- A. Start Rate = \$30,594
- B. After 6 Months = \$32,585

Section 2.

Salary: October 1, 1992, through September 30, 1993
(Base Rates)

- A. Start Rate = \$31,994
- B. After 6 Months = \$33,985

Section 3.

Salary: October 1, 1993 through September 30, 1994
(Base Rates)

- A. Start Rates = \$33,444
- B. After 6 Months = \$35,435

Section 4.

Shift Premium: October 1, 1991, through September 30, 1994.

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

The Administration reserves the right to change the pay period to a semi-monthly pay period from the current biweekly period upon sixty (60) days notice to the bargaining unit.

Article 28. - LONGEVITY PAY

Bargaining unit members who have completed four (4) years of continuous service, and are beginning their fifth (5th) year with FSU, 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

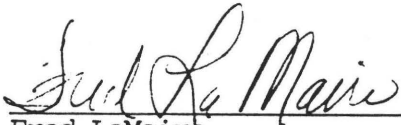
FSU agrees to make available to each bargaining unit member a copy of this Agreement. The cost of printing this Agreement shall be shared equally by both parties.

Article 30. - TERMINATION OF AGREEMENT

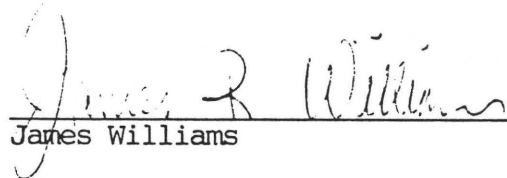
This Agreement shall be in full force and effect from October 1, 1991, until 11:59 p.m. September 30, 1994.

SIGNATORIES

Fraternal Order of Police/Unit II

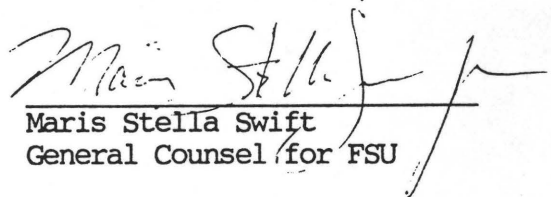


Fred LaMaire
FOP Labor Representative

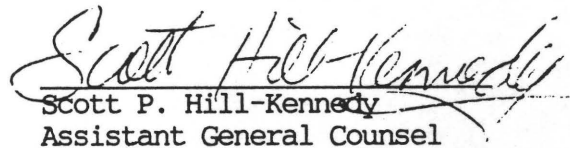


James Williams

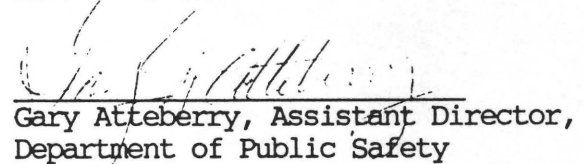
Ferris State University



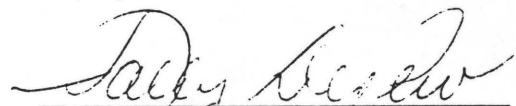
Maris Stella Swift
General Counsel for FSU



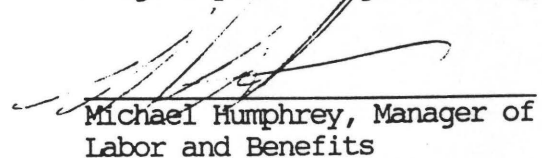
Scott P. Hill-Kennedy
Assistant General Counsel



Gary Atteberry, Assistant Director,
Department of Public Safety



Sally A. DePew, Director of
Budgetary Planning and Analysis



Michael Humphrey, Manager of
Labor and Benefits

ADDENDUM
LETTER OF UNDERSTANDING
BETWEEN PUBLIC SAFETY SUPERVISORS UNIT II
AND FERRIS STATE UNIVERSITY

TEMPORARY DETECTIVE/SERGEANT POSITION

Unit II, Fraternal Order of Police affiliated Ferris State University Public Safety Officers and Ferris State University hereby agree, on a temporary (experimental) basis, to the following:

1. A one year temporary assignment of one of the existing Shift Sergeants to a Detective/Sergeant position (Job Description Attached).
2. The assignment will be awarded on the basis of seniority.
3. The Detective/Sergeant would begin on September 1, 1991 or on the day that the new patrol officer starts whichever is later.
4. The remaining two Shift Sergeants will rotate on the 5 p.m. to 3 a.m. shift.
5. The Detective/Sergeant will mostly work the day shift 8 a.m. to 4 p.m. However, the Detective/Sergeant can be assigned to work nights and/or special events.
6. The temporary Detective/Sergeant position will have a \$300.00 clothing allowance. This clothing allowance is based upon a 12 month assignment.
7. The benefits associated with the temporary Detective/Sergeant position will be the same as those detailed in the current collective bargaining agreement between FSU and the Public Safety Officers Unit II. In addition, upon the ratification of a successor agreement the officer occupying the temporary Detective/Sergeant's position will be afforded the same benefits as contained in the successor agreement.
8. The salary associated with the temporary Detective/Sergeant position will be governed by the salary schedule as detailed in Article 27 of the current collective bargaining agreement between FSU and the Public Safety Officers Unit II. In addition, upon the ratification of a successor agreement the officer occupying the temporary Detective/Sergeant's position will be afforded the same salary schedule as contained in the successor agreement.

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