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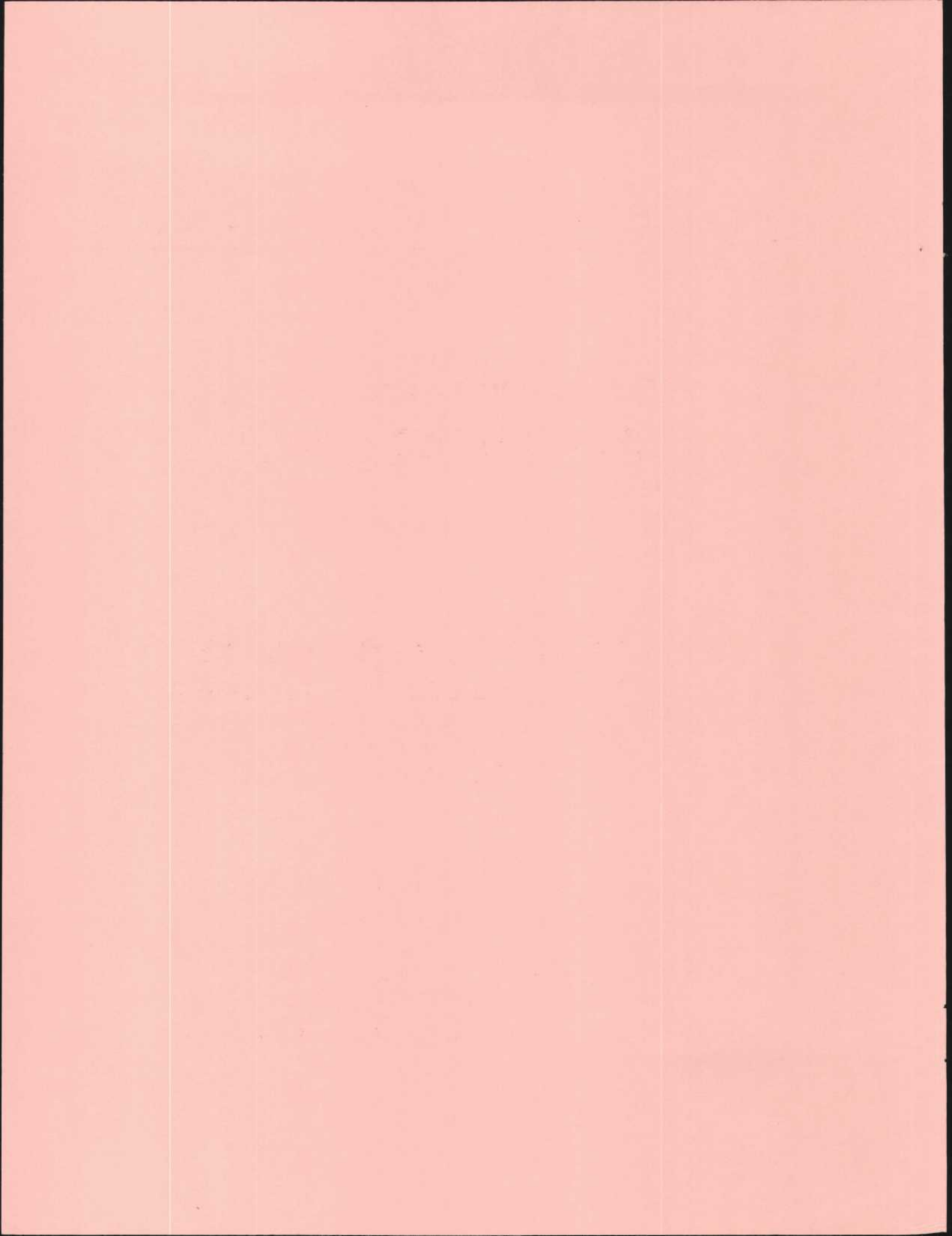
Ferris State University

AGREEMENT

FSU & FSU BIRKHAM HEALTH CENTER REGISTERED NURSES UNIT 1994-1998

Ferris State University

Agreement between the
Board of Trustees
of
Ferris State University
and the
FSU Birkam Health Center Registered Nurses Unit
Teamsters Local 214



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Registered Nurses Unit
1994-1998**

Agreement between the
Board of Trustees
of
Ferris State University
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FSU Birkam Health Center Registered Nurses Unit
Teamsters Local 214

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AGREEMENT

THIS AGREEMENT was entered into, effective November 1, 1994, between the Board of Control of Ferris State University (hereinafter referred to as "FSU") and the Registered Nurses Unit of the Ferris State University Health Center, Teamsters, State, County and Municipal Workers, Local 214, affiliated with International Brotherhood of Teamsters (hereinafter referred to as the "Union").

Article 1. - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of FSU, the employees and the Union.

The parties recognize that the interest of FSU and the job security of the employees depend upon FSU's success in establishing a proper service to the State.

To these ends, FSU and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Article 2. - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, FSU does hereby recognize the Union as the exclusive bargaining 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 all employees of FSU included in the bargaining unit described below:

"All full-time and regular part-time Registered Nurses employed by the Ferris State University Health Center; but excluding all other employees" (per certificate of representation issued by M.E.R.C. dated November 1, 1976)."

Article 3. - DEFINITION OF TERMS

The term "Regular Part-Time Registered Nurse" is used in this Agreement to mean a part-time Registered Nurse who is assigned to work forty (40) hours or more in each two (2) week period as a regular part of their job.

Article 4. - MANAGEMENT RIGHTS

Section 1.

The Union recognizes that FSU reserves and retains, solely and exclusively, all rights to manage and direct the work force and the affairs of the University, except as expressly modified by this Agreement. These reserved rights shall include (by way of illustration only, and not to be

limited to) the determination of policies, operations, work assignments, work schedules, rules and regulations, for the proper and efficient functioning of the University and its work force. The Union agrees to cooperate with FSU at all times in maintaining discipline and increasing efficiency and productivity.

Section 2. - Rules

FSU shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and put each into effect after advance notice to the Union and the affected employees.

Section 3. - Professional Conduct

- A. FSU may adopt reasonable rules and regulations not in conflict with the terms of this Agreement or with Act 149 of 1967, governing the conduct of Registered Nurses.
- B. FSU and the Union recognize a mutual responsibility for promoting professional conduct as set forth in the Nurse Practice Act and other appropriate professional guidelines that encourage quality in the performance of duty. FSU shall not require a Registered Nurse to perform any function or assignment which is specifically prohibited by Public Act 149 of 1967.
- C. The parties recognize that it has been the practice at FSU that requires a professional Registered Nurse to perform required duties with respect to patients regardless of whether she/he is a regular Registered Nurse or a supervisory Registered Nurse. While the staffing of the University's Health Service is entirely dependent upon its student population, and there may be changes in the level of Registered Nurses from year to year, it is agreed that there will not be such changes in the supervising Registered Nurses' duties as would adversely, in and of itself, erode the bargaining unit.
- D. The parties recognize the role of a Registered Nurse as one of great responsibility and, as such, are required to maintain direct and indirect nursing care for the patients. To these ends, FSU agrees that in order to best utilize the training of the Registered Nurses, FSU will endeavor to assign auxiliary personnel, when available, to relieve the Registered Nurse of such tasks as preparing and delivery of trays, meals, cleaning, delivery of lab specimens and such other duties not usually performed by a Registered Nurse.

Article 5. - OTHER AGREEMENTS

Section 1. - 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 understanding 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 and 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.

Section 2.

All supplemental agreements shall be subject to the approval of FSU and Teamsters Local 214. They shall be approved or rejected within a period of ten (10) days following the date they are offered.

Section 3.

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

Article 6. - AID TO OTHER UNIONS

FSU will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make agreements with such group or organization regarding covered employees for the purpose of undermining the Union.

Article 7. - UNION SECURITY

Section 1. - Requirements of Union Membership or Agency Shop Status

To the extent that the laws of the State of Michigan permit, it is agreed that employees covered by this Agreement shall either become Union members as described in sub-paragraph (1) below or shall pay a representation fee to the Union as described in sub-paragraph (2) below.

1. Employees who choose to become Union members shall, as a condition of employment, beginning on the sixtieth (60th) day from their date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, be required to pay the Union for the duration of the Agreement, or as otherwise provided by law, the uniform dues, the initiation fees, and assessments hereafter levied by the Union of all members.
2. Any employee who chooses not to become a member of the Union shall, as a condition of employment, within sixty (60) days from his/her date of hire, or within thirty (30) days of the effective date of this Agreement, whichever is later, be required to pay to the Union a representation fee to be established by the Union in accordance with applicable law (P.A. 390) and certified to the University by the Union. Such representation fee shall be in an amount equal to the Union's regular and usual dues for such Agency Shop member. This representation fee shall be for an amount, and shall include only those permissible expenditures, under Michigan's P.E.R.A.

Section 2.

The Union shall indemnify FSU and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of the adoption of the foregoing agency shop provision, or that shall arise out of or by reason of any action that shall be taken by FSU for the purpose of complying with the foregoing agency shop provision, or in reliance on any notice or assessment which shall have been furnished to FSU under the foregoing provision.

Article 8. - UNION DUES AND INITIATION FEES

Section 1. - Payment by Check-Off or Direct to the Union

Employees may tender the initiation fee, uniformly required as a condition of acquiring membership in the Union, and monthly membership or Agency Shop dues by signing the authorization for check-off of dues form, or may pay the same directly to the Union.

Section 2. - Check-Off Form

During the life of the Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the Laws of the State of Michigan permit, FSU agrees to deduct Union membership dues levied in accordance with the constitution and by-laws of the Union from the pay of each employee who executes or has executed an authorization for Check-Off of Dues form which is consistent with the terms of the Agreement and does not impose restrictions of free choice upon employees.

Section 3. - Deductions

Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues, together with the provisions of this Agreement consistent with state law. FSU shall have no responsibility for the collection of initiation fees, membership dues, Agency Shop dues, special assessments, or any other deductions not in accordance with this provision.

Section 4. - Delivery of Executed Authorization of Check-Off Forms

A properly executed copy of such authorization for check-off of dues form for each employee for whom the Union membership dues or Agency Shop dues, are to be deducted hereunder shall be delivered to FSU before any payroll deductions are made. Deductions shall be made thereafter only under authorization from check-off of dues forms which have been properly executed and are in effect. Any authorization from check-off of dues which is incomplete or in error will be returned to Local 214 Secretary-Treasurer by FSU.

Section 5. - When Deductions Begin

Check-off deductions under all properly executed authorization for check-off of dues forms shall become effective at the time the application is tendered to FSU and shall be deducted from the first (1st) pay and each pay thereafter.

Section 6. - Delivery of Additional Check-Off Forms

The Union will provide to FSU any additional authorization for check-off of dues forms under which Union membership dues of Agency Shop dues are to be deducted.

Section 7. - Refunds

In the case where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union constitution, by-laws, or the laws of the State of Michigan, refunds to the employee will be made by Teamsters, Local 214.

Section 8. - Remittance of Dues to Secretary-Treasurer

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Local 214 as soon as possible after the first of the succeeding month. FSU shall furnish the designated financial officer of Teamsters, Local 214, monthly with a list of those for whom the Union has submitted signed authorization for check-off for dues forms, but for whom no deductions have been made.

Section 9. - Limit of FSU's Liability

FSU shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Article 9. - UNION REPRESENTATION

Stewards, Alternate Stewards

The employees covered by this Agreement will be represented by one (1) Steward. The Union shall have the exclusive right to assign said Steward.

1. FSU will be notified of the name of the alternate Steward who would serve only in the absence of a regular Steward.
2. When authorized by the Grievance Procedure and approved by the supervisor, the Union Steward shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to FSU.
3. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.
4. The Union Steward, the alternate, or the Union bargaining committee shall not leave their work for the purpose of performing their Union duties under this Agreement without first obtaining the permission of their supervisor.

Article 10. - SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Union Steward and the University's Office of Legal Affairs at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between two representatives of the Union and the Office of Legal Affairs. Arrangements for such special conference shall be made in advance, and an agenda for the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by representatives of Local 214 and/or representatives of the International Union.

Article 11. - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Definitions

A. Grievance:

A grievance is an alleged violation of a specific article or section of this Agreement.

B. 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 by the Union, or is returned by FSU.

C. Probationary Employee:

The grievance procedure applies to employees other than those who are on probation. Such employees will be considered as probationary employees, as defined in Article 13 - Seniority, and may be disciplined or discharged without recourse to the grievance procedure.

Section 2. - Flow

A. The purpose of this section 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 and, if the employee desires, with her/his Steward, 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 by written notice to this purpose, but in no event does such lack of response give rise to further grievance. 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.

Section 3. - The Grievance Procedure:

Step 1:

Within then (10) days of the time a grievance might reasonably be known to exist, the aggrieved member of the bargaining unit shall prepare, or have prepared 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. The grievance must also be signed by the grievant's Steward, who will file the grievance with FSU by submitting it to the grievant's supervisor. The grievance must then be discussed with the Chief of Medical Services. The Steward and the grievant may be in attendance at such meeting, and a copy of that grievance may be provided to them.

The Chief of Medical Services shall communicate a decision in writing to the grievant and to the Union 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 appealed to the Office of the General Counsel by the Union within ten (10) days after receipt of the decision of the Chief of Medical Services. The written grievance must be signed by the Union and shall state the reasons the proposed resolution of the grievance at Step 1 is not satisfactory. A representative from the Office of the General Counsel shall meet with the Union Steward, and the grievant. The Local 214 representative may attend such a meeting if she/he so desires. The decision at this Step shall be written and communicated to the Grievant and to the representative of the Union as promptly as possible but not later than ten (10) days after receipt of the grievance.

Step 3:

If the grievance disposition given in Step 2 is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, or within the time limits herein set forth, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 2, and this grievance shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step 2, a Teamsters Local 214 Representative of the Union shall, within thirty (30) calendar days after the date of FSU's disposition in Step 2, file with the Office of the General Counsel a notice of intent to submit the unresolved grievance to arbitration. Thereafter, FSU and the Union will jointly request the American Arbitration Association to furnish them with a list of arbitrators. Upon receipt of that list, the parties shall select the arbitrator to hear the grievance by alternately striking one name from the list. Determination of who strikes the first name will be by a flip of a coin. The name remaining shall be designated to hear the grievance. In the event there is no name remaining, the parties will request the American Arbitration Association to provide a new list. The parties shall then attempt to select an arbitrator by again alternately striking one name from the list. In the event that an arbitrator is unable to be chosen in this fashion, the parties will select an arbitrator in accordance with the rules of the American Arbitration Association.

Section 4. - Pre-Arbitration Conference:

The Union or FSU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing for the purpose of reviewing the facts, to consider means of simplifying the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits. The pre-hearing conference shall be scheduled at least two (2) weeks prior to the scheduled arbitration hearing.

Section 5 - Rules Governing Arbitration

FSU, the Union, the Arbitrator and the Arbitration shall be subject to the following , which shall control if there be conflict with the rule of the American Arbitration Association:

1. The Arbitrator shall be empowered to rule only on a grievance which alleges a violation of a specific article or section of this Agreement.
2. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
3. It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on FSU's right to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this agreement any limitation of those rights.
4. Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided, however, that such facts or material must have been discussed during the grievance procedure proceedings prior to appeal to arbitration. No new material, facts, or issues may be presented at the arbitration which were not previously presented during Steps 1 and 2 of the Grievance Procedure.
5. The Association's administrative fee and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by FSU and the Union.
6. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon FSU, the Union and employee or employees involved.
7. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case.
8. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree otherwise.
9. The Arbitration hearing, except as otherwise provided in this Agreement or as agreed to between FSU and the Union, shall be governed by the Labor Arbitration rules of the American Arbitration Association.
10. The withdrawal or settlement of grievances by the Union and by FSU shall be without prejudice to either party. Such withdrawals and settlements may not be submitted as evidence in future arbitration cases between the parties.
11. No grievance claim shall be valid for a period more than one (1) calendar month prior to the date the claim was first filed in writing in the grievance procedure.
12. Back pay on grievances timely filed shall be limited to the amount of wages the employee would have earned from the date of the violation, less any amount received by her/him from other employment, self-employment, or any other work-related source.

13. The time limit at any step of the grievance procedure may be extended only by mutual agreement of the Union and the Office of General Counsel.
14. A grievance presented at any step shall be dated and signed by the Union representative presenting it; an answer given and returned to the Union shall be dated and signed by FSU's representative at that step.
15. When a grievance is presented, FSU's representative shall acknowledge his/her receipt of it and the date thereof, in writing; when he/she returns it with his/her answer, the Union's representative shall acknowledge his/her receipt of it and the date thereof, in writing.
16. Upon request to the Office of the General Counsel, a representative of the Union who will represent an employee in the grievance or arbitration procedures may visit the University for the purpose of preparing the case for presentation. During such a visit, the representative may view any area relevant to the grievance with the University's General Counsel for his/her designated representative. The steward of the Union or his/her designated representative may be present at this time.
17. It is understood and agreed that any grievance settlement arrived at between FSU and the Union is final and binding upon both of them.

Article 12. - DISCHARGE, SUSPENSION OR DISCIPLINE

Section 1. - Just Cause

FSU shall not discharge or take other disciplinary action without just cause (except in the case of probationary employees).

Section 2. - Notice of Discharge or Disciplinary Layoff

FSU agrees promptly, upon the discharge or disciplinary layoff of any non-probationary employee to notify, in writing, the Steward and the Union representative of the discharge or discipline, setting forth the reason or reasons for such action.

Section 3.

A discharged or disciplined non-probationary employee will be allowed to discuss her/his discharge or discipline with the Steward or alternate Steward, and FSU will make available an area where she/he may do so before she/he is required to leave the property of FSU.

Section 4. - Use of Past Record

In imposing any discipline or discharge on a current charge, FSU will not take into account any prior infractions which occurred more than two (2) years previously, except in cases where the employee's record may be evidence of a pattern of discipline, or to show the basis of progressive discipline regardless of the length of time or nature of the prior discipline.

Article 13. - SENIORITY

Section 1. - Seniority Defined

Seniority, as used in this Agreement, shall mean uninterrupted employment with FSU, beginning with the latest date of hire, and shall include layoffs and other periods of absence authorized by, and consistent with, this Agreement. Seniority shall apply unit-wide.

Section 2. - Probationary Employees

New full-time employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, she/he shall be entered on the seniority list of the unit, and shall rank for seniority from ninety (90) days prior to the date she/he completes the probationary period. There shall be no seniority among probationary employees.

Section 3. - Representation of Probationary Employees

The Union shall represent probationary employee for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and the other conditions of employment agreed to in this Agreement. However, no grievance will be entertained for discipline or termination of probationary employees unless it is charged that FSU's action was based upon Union activity.

Section 4. - Part-Time Employees

Part-time employees who are regularly scheduled to work shall accrue seniority on a pro-rata basis in accordance with the number of hours worked and the employee's last date of hire, provided, however, that they shall serve a probationary period of fifty (50) working days prior to the end of the probationary period.

Section 5. - Seniority Lists

1. Seniority shall not be affected by the age, race, sex or marital status of the employee.
2. The seniority list on the date of this Agreement will show the date of hire, consistent with this Article, as well as names and job titles of all employees of the unit entitled to seniority.
3. FSU will maintain the seniority lists at all times and will provide the Union Steward with a copy at least yearly, delivered during the month of September.

Article 14. - LOSS OF SENIORITY

Section 1.

An employee shall lose her/his seniority for the following reasons:

- A. If the employee is terminated.

- B. If she/he retires or receives a pension under the Michigan Public School Employees' Retirement Plan. If after she/he receives a pension for permanent total disability and that disability is removed, and she/he is re-employed, her/his seniority, including that which she/he otherwise would have acquired during the period of her/his disability, shall be restored.
- C. If she/he is absent from her/his job for three (3) consecutive working days without notifying FSU. After such absence, FSU shall send written notification to the employee at her/his last known address that she/he has lost her/his seniority and her/his employment has been terminated. Consideration because of unusual circumstances shall not be unreasonably denied.
- D. If she/he does not return to work in accordance with the recall procedure.
- E. Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as item (C) above.
- F. If she/he is laid off during the term of this Agreement for a continuous period equal to the seniority she/he acquired at the time of such layoff or one (1) year, whichever is lesser.
- G. If she/he is discharged and the discharge is not reversed through the grievance procedure.

Article 15. - SENIORITY OF OFFICERS AND STEWARDS

The Union Steward shall head the seniority list of the unit, during their term of office, for the purpose of layoff only.

Article 16. - LAYOFFS, RECALLS, TRANSFERS AND BARGAINING UNIT WORK

Section 1. - Layoff Defined

1. The word "layoff" means a reduction in the work force due to a decrease of work.
2. In the event it becomes necessary for a layoff, FSU shall meet with the proper Union representatives at least three(3) weeks prior to the effective date of the layoff. At such meeting, FSU shall submit a list of the employees scheduled for layoff.
3. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority i.e., the least senior employee on the seniority list being laid off first.
4. Employees to be laid off will receive at least ten (10) calendar days' advance notice of the layoff.
5. In the case of regular seasonal reduction of the entire work force, employees with the greater seniority will be permitted to fill summer positions.

Section 2. - Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at her/his last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from the date of the delivery of notice of recall, she/he shall be considered a quit. Extensions may be granted by FSU.

Section 3. - Transfers

1. If an employee is transferred to a position with FSU which is not included in the bargaining unit, and is thereafter transferred again to a position within the same unit, she/he shall then be granted seniority equal to the total length of service with FSU, as her/his seniority. This shall also be applied to employees who are transferred to such a position prior to certification of the Union.
2. Employees who are returned to bargaining unit positions under the above circumstances shall retain all rights accrued for the purpose of any benefit provided for in this Agreement.

Section 4. - Bargaining Unit Work

FSU shall not use non-bargaining unit personnel to perform bargaining unit work while any bargaining unit employee is on layoff status without first offering the work to those employees on layoff, and then only to the extent that such work does not amount to a regular part-time bargaining unit workload.

Article 17 - RATES FOR NEW JOBS

If a new job is created, requiring a Registered Nurse and specific qualifications not generally contained in the normal duties of a Registered Nurse in the bargaining unit, FSU agrees to negotiate with the Union for an appropriate rate for that unique position as well as posting requirements and definition of qualifications and trial period. Bargaining unit members will not be assigned temporary supervisory responsibility without their consent.

Article 18 - LEAVES OF ABSENCE

Section 1. - Personal Leave

Upon written application by employees, stating the reason for their requests for leaves of absence, FSU may grant reasonable leaves of absence without pay. Leaves 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, or an extended trip, but not for the purpose of obtaining employment elsewhere or self-employment. It is understood that employees' seniority accumulates during approved leaves of absence and upon return they will be reinstated to their regular jobs subject to the seniority provisions of this Agreement. Leaves of absence will be in writing and the supervisor, the Dean and/or Director, and a representative from the Office of the General Counsel must sign a leave of absence form before it is effective. Personal leave of absence shall not be granted for any period exceeding six (6) calendar months except for good cause shown and by mutual agreement between FSU and the Union. During such approved leaves Contract benefits may be retained by the bargaining unit

member through cash payment made by the subject employee, to the Office of Human Resource Development, at the then current rate(s) for retention of desired, continued benefits.

Section 2. - Medical Leave of Absence

- A. An employee who shall be injured or who shall become ill, and who's claim of injury or illness is supported by evidence satisfactory to FSU, shall be granted a medical leave of absence by FSU for the duration of the disability up to the length of her/his seniority at the time of such illness or injury, or one (1) year, whichever is lesser. An employee who is granted a sick leave of absence pursuant to this section must advise FSU, in writing, every three (3) months as to her/his status and when she/he can be expected to return to work. This information shall be signed by the employee's physician if FSU so requests.
- B. An employee granted a medical leave of absence upon her/his verbal request, or one made in her/his behalf, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing and with such evidence of her/his need for leave as FSU may require.
- C. If an employee is on sick leave for more than thirty (30) days, FSU may require her/him to furnish a physician's statement that she/he has adequately recuperated and is able to return to work on her/his job or a job to which her/his seniority would entitle her/him pursuant to this Agreement.
- D. An employee who returns from a medical leave of absence within the time limit provided for in this Agreement, shall have the right to return to her/his former job classification.

Section 3. - Leave for Union Business

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with FSU shall, at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter, provided FSU is given adequate notice and is able to make arrangements for qualified substitute help where necessary.

Upon their return they shall be re-employed in their former job classification with accumulated seniority provided, however, if a leave for Union business is extended beyond the two (2) years, or the term of office, whichever may be shorter, the employee's seniority will not accumulate during the extended portion of the leave.

Section 4. - Union Educational Leave

Leaves of absence (without pay) will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed one (1) employee, and the number of working days will not exceed five (5) for each employee in any one (1) calendar year.

The parties agree that granting leaves will be dependent upon adequate notice to FSU to enable it to find replacement help where necessary. The Union further agrees that FSU need not relieve more than one (1) employee from any one (1) job classification at the same time. FSU reserves the right to designate key work days, which will not be used for educational leave purposes due to pressing need for personnel at the University.

Section 5. - Medical Dispute

In the event of a dispute involving an employee's physical ability to perform her/his job on her/his return to work at the University from layoff or leave of absence of any kind, and the employee is not satisfied with the determination of the University physician, she/he may submit a report from a medical doctor of her/his own choosing at her/his own expense. If the dispute still exists, at the request of the Union, the University physician and the employee's physician shall agree upon a third medical doctor to submit a report to FSU and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by FSU and the employee.

Section 6. - Leaves of Absence - General

The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check the University Benefits Department of the Human Resource Development Office about maintaining employee benefits during this period. All leaves of absence must be reported by the employee's supervisor and acknowledged by FSU. Seniority shall continue to accumulate during all leaves of absence and extensions thereof.

Article 19. - WORKERS' COMPENSATION

In the event an employee sustains an occupational injury, she/he will be covered by applicable Workers' Compensation laws, and the employee may elect to distribute her/his accumulated sick leave to cover the difference between Workers' Compensation and what she/he would normally receive.

Article 20. - WORKING HOURS

- A. Shift Hours.
1st Shift - 8:00 a.m. - 5:00 p.m.
- B. The usual workday will consist of eight (8) hours and the usual workweek will consist of forty (40) hours for full-time employees.
- C. Employees are permitted one rest period not to exceed fifteen (15) minutes during each half day (4 hours of work). Scheduling is dependent on the discretion of the supervisor and whether work can be interrupted. It may not be used to cover late arrival to work or early departure, nor may it be accumulated if not taken.
- D. A Registered Nurse called in to work at a time other than her/his scheduled working hours will receive at least three (3) hours of pay.
- E. When the patient load increases during peak periods, a supervisor may assist bargaining unit members in the performance of their duties, as long as such work does not erode existing bargaining unit work.
- F. Bargaining Unit employees will not be required to work during term breaks, but will be available on a seniority basis to relieve the nursing supervisor of such duties when he/she is on a leave of absence. FSU will offer the opportunity for relief work

in order of seniority. If all employees refuse this work, FSU has the right to order the least senior employee to work during term breaks.

Article 21. - VACATIONS

Section 1.

Regular full-time employees, who work a regular schedule of forty (40) hours per week, are covered by this Agreement and will be eligible for vacation with pay as follows:

1 - 3 years.....	9 days
4 - 10 years.....	11-1/4 days
11 - 14 years.....	13-1/2 days
15 years or more	15 days

Section 2.

Vacations will be taken at such times during the year as is convenient to the operation of the Health Center. Special consideration may be granted in the event of unusual circumstances.

Section 3.

Employees may use their accumulated vacation leave after six (6) months of service with FSU subject to the above.

Section 4.

If employment is terminated for any reason after completing six (6) months or more of continuous service, the employee will be paid for all accumulated, but not taken, vacation leave.

Article 22. - HOLIDAYS

Section 1.

Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve day, Christmas day, New Year's Eve day, New Year's Day and Good Friday, are designated as regular holidays for full-time employees. A full-time bargaining unit member on summer contract will also receive, Memorial Day, and July 4 as a holiday, if scheduled to work the day preceding and the day after the holiday (other than Saturday and Sunday). This benefit does not apply to part-time employees.

Section 2.

Subject to the following requirements, each full-time employee not on leave of absence or layoff who is not scheduled to work on any such holidays shall be paid for eight (8) hours at her/his regular straight time rate of pay provided that:

- A. Such employee is and has been on the active payroll of the University and works the regular schedule of hours (or is excused from such schedule) for the ten (10) calendar days immediately preceding the holiday involved and her/his scheduled workday immediately succeeding the holiday involved.

- B. A full-time employee otherwise eligible for holiday pay who is on layoff will be eligible to receive holiday pay as provided for in this Article, provided the layoff began no more than ten (10) calendar days prior to the holiday.
- C. An employee who is on an approved leave of absence at the time a holiday falls shall not be eligible to receive holiday pay as provided for by this article.
- D. If an employee works on a designated holiday they shall receive time and one-half (1 1/2) their regular rate for the number of hours worked plus their regular holiday pay.

Section 3.

An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.

Section 4.

If a full-time employee terminates her/his employment, she/he will not receive pay for the holidays occurring after the last day worked even though the holiday may fall within the period of her/his projected terminal vacation leave.

Section 5. - Shutdowns

It has been the practice of FSU to observe a University-wide shutdown, when possible, between Christmas and New Year's. This will be at the discretion of the University President's Office if this practice is to be continued and, if so, will be announced annually. Whether bargaining unit members are paid during said shutdowns, or whether it will be considered a layoff without pay, will also be at the discretion of the President.

Article 23. - HEALTH INSURANCE

Section 1. - Medical Insurance

Effective on the date of ratification, the University, subject to the below restrictions, will pay 100% of the High Plan of the University's flex plan by gradually eliminating the bargaining unit employee's contribution for the High Plan, pursuant to the following schedule and subject to a 4% cap on the increase in the total premium (i.e., if the premium increase is over 4%, the employee is 100% responsible for the excess increase over 4%). Furthermore, the coverage shall be increased from the current 80/20 to 90/10.

- A. 25% of the fiscal year 1995 employee contribution shall be paid by the University for January 1, 1995, through June 30, 1995.
- B. 50% of the fiscal year 1996 employee contribution shall be paid by the University for July 1, 1995 through June 30, 1996 (i.e. Ferris State University shall pay a maximum of \$5,949 per year).
- C. 100% of the fiscal year 1997 employee contribution shall be paid by the University for July 1, 1996, through June 30, 1997 (i.e. Ferris State University shall pay a maximum of \$5,489 per year).

- D. Thereafter, the University's contribution shall be subject to the 4% cap on the increase in the total premium (i.e., if the premium increase is over 4%, the employee is 100% responsible for the excess increase over 4%) (and, therefore, Ferris State University shall pay a maximum of \$5,709 commencing July 1, 1997; \$5,937 commencing July 1, 1998).
- E. There will be a \$5.00 prescription card.
- F. The new health insurance program will include cost containment measures, including PPOM, HHS--pre-certification and prescription drug program.

Section 2. - Ferris Flex Premium Health Care Plan

All bargaining unit members will receive Ferris-Flex Premium Health Care Plan for a full twelve (12) month period for the bargaining unit member, spouse and/or dependents.

- A. FSU agrees to pay up to the following sums of money per month per bargaining unit member for plans other than the 90/10 High Plan in Section 1 above:

<u>EFFECTIVE</u>	<u>MAXIMUM PREMIUM PER MONTH PER BARGAINING UNIT MEMBER</u>	
	<u>Single</u>	<u>Family</u>
FY 1996	\$162.00	\$468.00
FY 1997	\$178.00	\$515.00
FY 1998	\$196.00	\$567.00
FY 1999	\$215.00	\$624.00

- B. Other optional family riders are available to bargaining unit members at their own expense through payroll deductions.
- C. 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 Ferris-Flex Premium Health Care Plan toward the medical reimbursement plan as follows:
 1. 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 in lieu of the Health Insurance.
 2. Bargaining unit members not electing health insurance shall elect the medical reimbursement plan in lieu of the Health Insurance.

3. A check equal to the fiscal year 1996 single subscriber rate for the 90/10 High Plan (i.e. \$1,804) will be issued to any bargaining unit member on a quarterly basis who can and does elect, pursuant to this Agreement the medical reimbursement plan.

Section 3. - Definitions

"Dependents" shall mean natural and adopted sons and daughters who are less than nineteen (19) years of age and who are receiving in excess of one-half (1/2) of their support from the bargaining unit member.

Section 4. - 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 \$1,000.00 per person per year, plus an orthodontic rider with a \$1,000.00 lifetime maximum will be made applicable to full-time employees in the bargaining unit.

FSU agrees to pay up to the following sums of money per month per bargaining unit member. The University will increase the current caps by 10% annually. The new caps for -

Fiscal year 1996, commencing on July 1, 1995 will be \$39.00/month;
Fiscal year 1997, commencing on July 1, 1996 will be \$42.92/month;
Fiscal year 1998, commencing on July 1, 1997 will be \$47.25/month; and
Fiscal year 1999, commencing on July 1, 1998 will be \$52.00/month.

Article 24. - OTHER GROUP INSURANCES

Section 1. - Life Insurance

FSU will provide \$15,000 worth of life insurance to each bargaining unit member, with the options as allowed under the Ferris Flex Plan. The choice of carrier shall remain with FSU.

Section 2. - Long-Term Disability

FSU shall provide, without cost, to all bargaining unit members, after one year of continuous employment, a Long-term Disability Insurance Plan. Long-term disability benefits begin after the termination of the eligible employee's sick leave or 90 days, whichever is greater. The long-term disability plan will pay 66.66% of annual salary to a maximum of \$5,000 per month to age 65.

Article 25. - RETIREMENT

The parties recognize the coverage of bargaining unit employees under the Michigan Public School Employees' Retirement Fund, provided by state law, and FSU assumes the employee pension contribution.

Article 26. - TUITION WAIVER

A. All regular full-time employees who are otherwise qualified to take FSU courses may take such course offerings of Ferris State University without cost. This applies only to regular fees charged all students for enrollment for a specific number of term hours. All other special or incidental fees such as music fees, special course fees, parking fees, etc., are the employee's responsibility.

B. To be eligible to enroll in FSU courses, an employee must:

1. Prepare and submit the information requested on the "Request to Enroll in University Courses Offered by Ferris State University" form provided by FSU.
2. Eligible employees may take up to two (2) courses per quarter; a maximum of eight (8) credit hours. One course may be taken during working hours if the employee has a satisfactory job performance evaluation, the course is not offered at times outside the employee's working hours and is subject to the recommendations of the immediate supervisor concerned and the approval of the Office of Human Resource Development, who will review the recommendation or denial and consider the reasonableness of any denial due to work load conditions. Release time will be considered time without pay. Employees may not displace other students in a course.
3. Complete course and return duplicate copy with copy of grade slip for filing in the employee's personnel jacket.

Section 1. Tuition Assistance Program for Employee Spouses and Children

- A. Each bargaining unit member shall have available a tuition assistance program providing a waiver of 30% of the cost of tuition fees at FSU each term, or the alternative of transferring the bargaining unit member's eight (8) credit hours, which shall be available to eligible spouses and children of bargaining unit members. A decision regarding the alternative selected shall be made each term. A bargaining unit member is eligible for one alternative per term only.
- B. A bargaining unit member's spouse or child shall be eligible for a tuition waiver if he/she presents evidence of admission to the Ferris State University Registrar's Office confirming that:
1. He/she has satisfied all admission requirements and is eligible to enroll for courses; and
 2. He/she is the spouse of a bargaining unit member; or
 3. He/she is a bargaining unit member's natural or adopted child who was 24 years of age or less on the first day of classes for that quarter; or
 4. He/she is a stepchild who is 24 years of age or less on the first day of classes for that quarter and is claimed by the bargaining unit member as a dependent on his/her federal income tax return.

- C. A bargaining unit member's spouse or child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Ferris State University the same as any other student of the University.
- D. In no event shall more than 60% of the fees be waived nor more than sixteen (16) credit hours be transferred for a spouse or child as above defined.
- E. Spouses and dependents are eligible to take a class either on an on demand or space available basis.

Article 27. - PERSONAL LEAVE DAY

A full-time employee with at least one (1) year of seniority may have one (1) day of sick leave each contract year as personal leave, and one (1) day of personal leave not chargeable to sick leave. A personal leave day may be coupled with vacation time but may not be coupled with other holidays. FSU retains the right to deny personal leave days at all times when work situations would be disrupted by such leaves, but will not deny the request unreasonably. This benefit does not apply to part-time employees.

A personal leave day is not cumulative from year to year.

Article 28. - BEREAVEMENT LEAVE

Employees who are absent from work due to the death of a member of their immediate family shall be entitled to a paid funeral leave of not to exceed four (4) regularly scheduled days, one (1) of which shall include the day of the funeral. For this purpose, "immediate family" shall be defined as spouse, child, step-child, parent, sister, brother, grandchild, grandparent or parent of spouse. Step-parents, step-brothers, and step-sisters shall also be included above if the step relationship began before employee reached their 19th birthday. Employees who are absent from work due to the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, or step-grandparent or any person with whom bargaining unit members are presently making their homes shall receive one (1) day of paid funeral leave for the day of the funeral. Extension and/or exceptions may be made in appropriate cases by the Office of the General Counsel.

Article 29. - SICK LEAVE

Section 1. - Sick Leave Credit & Payment

- A. Each regular full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave per year to be credited at the rate of 4.34 hours for each fully completed semi-monthly payroll period with a maximum accrual of two hundred (200) working days.
- B. All regular full-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the University. Any utilization of sick leave allowance by an employee must have the approval of the appointing authority or designated supervisor.

- C. All absences of a full-time employee due to illness or injury (non-compensable) will be debited against the employee's record regardless of whether or not her/his department absorbs her/his work or the institution provides a substitute. A full-time employee will be considered absent if she/he fails to appear for her/his regularly scheduled duties for one-half (1/2) day or more because of illness or injury, and her/his sick leave credit will be debited for the time she/he is absent from work.
- D. In cases of suspected abuse or recurring requests for sick leave, each employee desiring consideration for sick leave benefits may be required to file with the Office of Human Resource Development either a physician's statement or a sworn affidavit, whichever is requested by the Office of Human Resource Development, that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time, and the employee's accrued sick balance will be reduced accordingly.
- E. Whenever an employee on sick leave has used up all her/his sick leave credit, she/he will be removed from the payroll unless a sick leave of absence has been approved.
- F. An employee who separates from the school service because of permanent disability shall be paid for all accumulative sick leave. Such compensation will be made at the employee's current rate of pay.
- G. In case of the death of an employee (regardless of age or length of service at Ferris State University, payment of accumulated sick leave up to one hundred (100) days shall be made to the beneficiary designated by the employee or her/his estate. Such compensation will be made at the employee's current rate of pay.
- H. An employee who, during the terms of this Agreement separates from the school service due to age retirement under the Michigan Public School Employee's Retirement Act shall be paid fifty percent (50%) of accumulated sick leave up to a maximum of one hundred (100) days. Such compensation will be made at the employee's rate of pay at time of retirement.

Section 2. - Records and Reports

- A. The Payroll Office shall maintain a sick leave record on all employees. The record shall be credited with earned sick leave credit each monthly payroll period and debited periodically as sick leave benefits are used.
- B. Employees must notify their immediate supervisor, at the earliest opportunity, when they will be off work because of illness. All such calls must be made to the immediate supervisor no later than fifteen (15) minutes after the beginning of their shift, except that calls after fifteen (15) minutes will be given consideration by management in proven extreme emergency situations. The immediate supervisor is charged with the responsibility of reporting to the Payroll Office of the University on each payroll report all absences in his/her department which are chargeable against sick leave credit. This will be the original record from which the Payroll Office will secure the information for the permanent record. In addition, each Department or

Division Head shall report verbally to the Payroll Office all absences in his/her department for that day.

- C. A full-time employee who is required to be absent from work due to the serious illness of any member of the employee's family who, at the time of illness, is living in the employee's home shall be entitled to use up three (3) full days of accumulated sick leave per year for this purpose. Extensions may be made in the sole discretion of the Office of the General Counsel.

Section 3. FMLA

Requests for leaves of absence and/or time off under the provisions of the Family and Medical Leave Act of 1993 (FMLA) will be granted in accordance to the terms of the University FMLA policy for Nurses.

Article 30. - JURY DUTY

A bargaining unit member who serves on Jury Duty will be paid the difference between her/his pay for Jury Duty and her/his regular pay.

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

Article 31. - SAFETY PROCEDURES

FSU agrees to support a systematized safety awareness program for the purpose of eliminating conditions or practices that could or have contributed to unsafe conditions.

Article 32. - COMPUTATION OF BENEFITS

Only straight-time hours paid to a full-time employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, providing, however, such computation will be on an annual basis. Only straight-time hours will be used in this application.

Article 33. - MISCELLANEOUS

Section 1. - Distribution of Agreement

FSU agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of FSU. Cost to be borne equally by both parties.

Section 2. - Union Bulletin Boards

FSU will provide a bulletin board which may be used by the Union for posting notices pertaining to Union business.

Article 34. - PART-TIME EMPLOYEES

Section 1.

Part-time Registered Nurses who worked less than twenty (20) hours per week will receive the entry rate and no fringe benefits.

Section 2.

Part-time Registered Nurses worked forty (40) hours or more for two (2) week periods for ten (10) consecutive weeks will receive pro-rated benefits in vacation allowance, sick leave and tuition waivers.

Article 35. - SALARY SCALE

Bargaining unit members on disciplinary probation will not be offered any salary increase during the year of that probation.

FOR REFERENCE: Effective January 6, 1994

<u>Start</u>	<u>90 Days</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
\$12.52	\$12.79	\$13.20	\$13.57	\$14.29	\$14.65	\$15.00	\$15.25	\$15.69	\$16.13

- A. Effective 11/1/94 (first year wage freeze).
- B. Effective November 1st of the second, third and fourth years (1995, 1996 and 1997, respectively) a 0% to a 3% increase based upon total student credit hours (including off-campus credit hours) as reported in the "HEIDI" fall data submission to the State, according to the following formula:
 - (1) If total student credit hours are less than 116,800 -- no increase.
 - (2) If total student credit hours are more than 116,800 up to and including 139,600 -- 1 1/2 % increase.
 - (3) If total student credit hours are more than 139,600 up to and including 149,300 -- 2 % increase.
 - (4) If total student credit hours are more than 149,300 up and including 155,800 -- 2 1/2% increase.
 - (5) If total student credit hours are more than 155,800 -- 3% increase.

Article 36. - LONGEVITY PAY

Section 1.

All regular full-time bargaining unit members in the active service of FSU shall be entitled to receive longevity pay for length of continuous service with FSU according to the following rules and schedule of payment.

Section 2.

Longevity pay shall be computed as a percentage of the employee's base salary. Base salary or wage shall be that salary or wage which an employee is being paid as of the first regularly scheduled pay period of the fiscal year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity shall be based on continuous service from most recent date of hire in this Unit.

Section 3.

To be eligible for longevity payments subsequent to the first payment, a bargaining unit member must have completed continuous full-time service equal to the service required by the original eligibility plus a minimum of one (1) additional year of such service for such payment.

Section 4.

Pro-rated payment on a monthly basis (1/2 or more of a month shall be considered as an entire month) shall be made to those employees who retire under the University's retirement plan. This also applies to those not under the retirement plan who are 65 years of age at the time of separation. In case of death, longevity payments shall be made to the dependents. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service to the date of retirement, separation, or death and shall be made as soon as practicable thereafter.

Section 5. - Payment Schedule

No longevity payments, as shown in the following schedule, shall be made for that portion of an eligible employee's regular salary or wage which is in excess of the following:

November 1, 1994 through October 31, 1995 \$22,629

November 1, 1995 through October 31, 1996 \$22,968

The University will apply the same percentage increases as provided in wages annually to the step amounts effective November 1, 1996, and November 1, 1997.

Continuous Service

Longevity Payment

After 5 years through 10 years

2% of annual wage base

After 11 years, no longevity payments will be made as a longevity differential has been rolled into newly created wage steps at ten, fifteen, and twenty years, effective November 1, 1990.

Article 37. - SUMMER EMPLOYMENT

FSU will offer the opportunity to work summers in the order of seniority. If all employees refuse this work, FSU has the right to order the least senior person to work in the summer.

Article 38. - TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from November 1, 1994, until 11:59 p.m. October 31, 1998, and it hereby expressly represents the complete, final agreement between the parties.

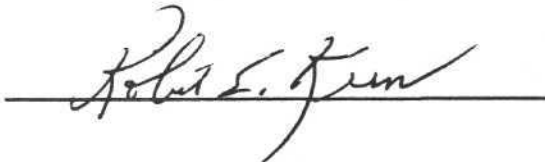
**For Teamsters, State, County, and
Municipal Workers, Local 214**

For Ferris State University









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