

AGREEMENT

**between the
Board of Trustees
of
Ferris State University
and the
Ferris Nontenure-Track Faculty
Organization/AFT**

**September 15, 2015 through
June 30, 2020**

TABLE OF CONTENTS

2	ARTICLE 1 – PREAMBLE.....	1
3	ARTICLE 2 – RECOGNITION.....	1
4	ARTICLE 3 – SCOPE OF AGREEMENT.....	2
5	ARTICLE 4 – NON-DISCRIMINATION.....	3
6	ARTICLE 5 – HARASSMENT.....	4
7	ARTICLE 6 – HEALTH AND SAFETY.....	4
8	ARTICLE 7 – MANAGEMENT RIGHTS.....	4
9	ARTICLE 8 – UNION RIGHTS.....	5
10	ARTICLE 9 – INFORMATION.....	6
11	ARTICLE 10 – UNION-EMPLOYER MEETINGS.....	7
12	ARTICLE 11 – NO STRIKE - NO LOCKOUT.....	7
13	ARTICLE 12 – UNION DUES.....	7
14	ARTICLE 13 – GRIEVANCE PROCEDURE.....	8
15	ARTICLE 14 – PERSONNEL RECORDS.....	10
16	ARTICLE 15 – DISCIPLINE AND DISCHARGE.....	11
17	ARTICLE 16 – LEAVE OF ABSENCE.....	12
18	ARTICLE 17 – UNIVERSITY REQUIRED TRAVEL.....	14
19	ARTICLE 18 – ACADEMIC FREEDOM AND RESPONSIBILITIES.....	15
20	ARTICLE 19 – FACULTY SUPPORT.....	15
21	ARTICLE 20 – PROFESSIONAL DEVELOPMENT.....	16
22	ARTICLE 21 – PERFORMANCE EVALUATIONS.....	16
23	ARTICLE 22 – NOTIFICATION.....	18
24	ARTICLE 23 – APPOINTMENTS.....	18
25	ARTICLE 24 – REAPPOINTMENTS AND NON-REAPPOINTMENTS.....	19
26	ARTICLE 25 – REVIEW OF DESIGNATION.....	20
27	ARTICLE 26 – ASSIGNMENT OF CLASSES.....	21
28	ARTICLE 27 – POSTINGS.....	21
29	ARTICLE 28 – ABSENTEE REPLACEMENT.....	21
30	ARTICLE 29 – CANCELLATION OF CLASSES.....	22
31	ARTICLE 30 – STUDENT COMPLAINT PROCEDURE.....	22
32	ARTICLE 31 – HOLIDAYS.....	22
33	ARTICLE 32 – LIFE INSURANCE.....	22
34	ARTICLE 33 – HEALTH, DENTAL AND OPTICAL COVERAGE.....	22
35	ARTICLE 34 – FLEXIBLE SPENDING ACCOUNT.....	24
36	ARTICLE 35 – TUITION WAIVER.....	25
37	ARTICLE 36 – RETIREMENT.....	26
38	ARTICLE 37 – COMPENSATION.....	27
39	ARTICLE 38 – MEMBER DESIGNATION UPGRADES.....	31
40	ARTICLE 39 – JOINT TASK FORCE.....	31
41	ARTICLE 40 – TERM OF AGREEMENT.....	31
42	LETTER OF AGREEMENT – MONITORING.....	33
43	LETTER OF AGREEMENT – ADJUNCT INSTRUCTOR 2.....	34
44	LETTER OF AGREEMENT – AGENCY SHOP.....	36

1 **ARTICLE 1 – PREAMBLE**

2 This Collective Bargaining Agreement is entered into on this day, September 15, 2015,
3 by the Ferris State University Board of Trustees, hereinafter referred to as “the
4 Employer” or “the University”, and the Ferris Nontenure-Track Faculty Organization,
5 American Federation of Teachers Michigan, AFL-CIO, hereinafter referred to as “the
6 Union” or “the FNTFO”.

7 The purpose of this Agreement is to establish the terms and conditions of employment
8 for the employees covered. It is the intent and purpose of the parties that this
9 Agreement will provide for harmonious and constructive employment relations between
10 the Employer and valued employees. The parties recognize that good-faith collective
11 bargaining is a means of achieving this purpose and that such collaboration will
12 contribute to the instructional interest of Ferris State University.

13 It is expressly understood and agreed by the parties that this Preamble does not
14 establish any rights for any party, is not subject to the grievance or arbitration procedure
15 of this Agreement, and may not be relied upon in support of a grievance or other action.

16 The parties recognize the interests of the Employer and job security of the employees
17 depends upon the Employer’s success in establishing a proper service to the public and
18 especially to students of the University.

19 To these ends, the Employer and the Union encourage, to the fullest degree,
20 cooperative relations between their respective representatives at all levels and among
21 all employees.

22 **ARTICLE 2 – RECOGNITION**

23 Pursuant to and in accordance with the laws of the State of Michigan, the Employer
24 hereby recognizes the Union as the sole and exclusive representative for the purposes
25 of collective bargaining with respect to wages, hours and other terms and conditions of
26 employment for employees as certified in MERC Case No. R10 B-022, as described
27 below:

- 28 A. Included in the bargaining unit shall be all nontenure-track faculty employed by
29 Ferris State University who provided direct classroom instruction at the Big
30 Rapids Campus for three (3) or more credit hours per semester in any two (2)
31 semesters within the previous four (4) consecutive semesters or who are
32 employed to provide direct classroom instruction for three (3) or more credit
33 hours in the fall and spring semester in the current academic year. For the
34 purposes of defining the bargaining unit herein, “semesters” shall include the fall
35 or spring semesters, but shall not include the summer semester.

1 B. Excluded from the bargaining unit shall be:

- 2 1. Employees in other bargaining units.
- 3 2. Nontenure-track clinical faculty in the College of Health Professions, the
- 4 College of Pharmacy and the Michigan College of Optometry.
- 5 3. Nontenure-track faculty whose cumulative non-Big Rapids Campus direct
- 6 classroom instruction credit hours exceeded their cumulative direct classroom
- 7 instruction credit hours at the Big Rapids Campus during the previous four (4)
- 8 fall and spring semesters.
- 9 4. Nontenure-track faculty employed solely to provide online instruction.
- 10 5. Nontenure-track faculty whose cumulative online instruction credit hours
- 11 exceeded their cumulative direct classroom instruction credit hours at the Big
- 12 Rapids Campus during the previous four (4) fall and spring semesters.
- 13 6. Nontenure-track faculty whose primary assignment involves supervising,
- 14 coordinating, counseling or advising students as it relates to internships,
- 15 student teaching, practicum and observation.
- 16 7. Visiting professors with tenure or tenure track status at another institution of
- 17 higher education.
- 18 8. Persons given courtesy appointments who receive no compensation.
- 19 9. Employees who hold another non-instructional position with Ferris State
- 20 University.
- 21 10. Administrators, supervisors, managers, department heads, department
- 22 chairs, confidential employees and students.
- 23 11. All other employees not expressly included in the bargaining unit as described
- 24 in paragraph "A" above.

25 **ARTICLE 3 – SCOPE OF AGREEMENT**

26 This Agreement represents the entire agreement between the Employer and the Union.
27 This Agreement shall supersede and cancel all previous agreements between the
28 Employer, the Union and/or employees. Any agreements that supplement this
29 Agreement shall not be binding or effective until reduced to writing and signed by the
30 Employer and the Union.

31 No past practice, course of conduct, or understanding prior to the date of ratification,
32 which varies, waives or modifies any of the express terms and conditions contained
33 herein shall be binding upon the parties hereto, unless made and executed in writing by
34 the Employer and the Union.

35 The Employer and the Union acknowledge that during the negotiations which resulted in
36 this Agreement, each had the unlimited right and opportunity to make demands and
37 proposals with respect to any subject or matter not removed by law from the area of
38 collective bargaining, and that the understandings and agreements arrived at by the
39 parties after the exercise of that right and opportunity are set forth in this Agreement.
40 No provision of this Agreement, or the right of either the Employer or the Union under
41 the terms of this Agreement, shall be changed or altered in any way unless such

1 change or alteration is agreed upon in writing between the Employer and the Union.
2 Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily
3 waives the right and agrees that the other shall not be obligated to bargain collectively
4 with respect to any subject or matter covered in this Agreement.

5 Any agreement reached between the Employer and the Union is binding upon all
6 employees in the bargaining unit, the Employer and the Union, and may not be changed
7 by any individual or group of employees, or unilaterally by the Employer or the Union.

8 Should any part or provision of this Agreement be rendered or declared illegal or invalid
9 by operation of law or by decision of any tribunal of competent jurisdiction or if
10 compliance with or enforcement of any provision should be restrained by such tribunal
11 pending a final determination as to its validity, the remaining unaffected parts or
12 provisions of this Agreement shall not be affected thereby. In the event any provision
13 herein contained is so rendered invalid, upon written request by either party, the
14 Employer and the Union shall enter into collective bargaining for the purpose of
15 attempting to negotiate a mutually satisfactory replacement for such provision.

16 **ARTICLE 4 – NON-DISCRIMINATION**

17 The Employer and the Union agree that discrimination against any employee for any
18 reason shall be prohibited and will not be tolerated. To that end, the Employer and the
19 Union shall adhere to the non-discrimination policies adopted by the Board of Trustees
20 and to applicable federal, state and local non-discrimination laws and regulations.

21 The Employer shall not discriminate on the basis of race, color, religion or creed,
22 national origin, sex, gender identity, age, marital status, veteran or military status,
23 height, weight, protected disability, sexual orientation, or any characteristic prohibited by
24 applicable state or federal laws or regulations.

25 Neither the Employer nor the Union shall discriminate against, intimidate, restrain,
26 coerce, or interfere with any employee because of, or with respect to, his or her lawful
27 Union activities, including participation in a grievance, or membership, or the right to
28 refrain from such activities or membership. In addition, there shall be no discrimination
29 against any employee in the application of the terms of this Agreement, because of
30 membership or non-membership in the Union.

31 An Employee who files a claim through a state or federal agency is precluded from also
32 filing and processing a grievance for the same claim. Any pending grievance(s) shall be
33 considered abandoned by the Employee and the Union. Should an Employee file a suit
34 alleging discrimination, the Employer shall notify the Union. If the Employee withdraws
35 such a suit, he or she will no longer be precluded from filing and processing a
36 grievance, as long as the timelines for initiating and advancing a grievance are met.

1 **ARTICLE 5 – HARASSMENT**

2 The Employer believes that all employees should be treated with dignity, respect and
3 free from all types of harassment. With that in mind, the Employer maintains a written
4 procedure for addressing claims of harassment. The procedure is described in policies
5 of the Board of Trustees and/or the Human Resources Policies and Procedures and
6 may be revised from time to time by the Employer.

7 **ARTICLE 6 – HEALTH AND SAFETY**

8 The Employer and the Union shall cooperate for the purpose of eliminating accidents,
9 health hazards and other unsafe working conditions. The Employer shall make
10 reasonable provisions for the safety and health of its employees while carrying out their
11 assigned responsibilities. The Employer, the Union and the employees recognize their
12 mutual obligations and/or rights under existing federal and state laws with respect to
13 safety and health matters.

14 **ARTICLE 7 – MANAGEMENT RIGHTS**

15 The Employer and the Union expressly agree that the University, its Board of Trustees,
16 its officers, agents, and bodies delegated by the Board of Trustees retain, solely and
17 exclusively, all inherent rights, functions, duties, responsibilities and authority with the
18 unqualified and unrestricted right to exercise its academic judgment, and the manner in
19 which the operations of the University will be conducted, except where those rights,
20 functions, duties, responsibilities and authority are limited by this Agreement.

21 A. For illustration only, the rights, functions, duties, responsibilities, and authority
22 identified in the above paragraph include but are not limited to the right to:

- 23 1. Plan, direct and control University operations;
- 24 2. Determine the type, kind, and schedule of services to be rendered;
- 25 3. Make all financial decisions, including decisions concerning all accounting,
26 bookkeeping, and other recordkeeping methods and procedures;
- 27 4. Determine its organizational and business structure;
- 28 5. Develop and implement the University’s mission statement, policies,
29 procedures and employment plans;
- 30 6. Determine the number, location, or relocation of facilities, buildings, and
31 rooms;
- 32 7. Determine the means, methods, and schedules of operations;
- 33 8. Alter, change, extend, curtail, or discontinue its operations or academic
34 programs, partially or completely;
- 35 9. Determine whether to purchase services from vendors outside the University;
- 36 10. Determine the size of the workforce and the scheduling and assignment of
37 employees, including what work will be assigned to which classification(s) of
38 employees;

- 1 11. Hire, transfer, establish or change work schedules, set hours of work,
2 establish, eliminate or change classifications, assign, promote, demote,
3 release, and lay off employees;
- 4 12. Determine quality and performance standards;
- 5 13. Determine class size, program or course curriculum, content and mode of
6 instruction;
- 7 14. Make offers of appointment and determine length of appointment;
- 8 15. Determine all academic policies, procedures, rules and regulations;
- 9 16. Determine the amount and type of supervision;
- 10 17. Establish and require employees to observe the Employer's rules and
11 regulations and reasonable standards of conduct;
- 12 18. Maintain order and discipline or terminate employees;
- 13 19. Perform all other functions inherent to the administration, management, and
14 control of a University.

15 The University's exercise of, or failure to exercise, its rights, functions, duties,
16 responsibilities or authority, in a particular manner, shall not be deemed a waiver of said
17 rights, functions, duties, responsibilities or authority or its right to exercise them in some
18 other manner not in conflict with the express provisions of this Agreement.

19 Nothing contained in the above illustration waives the Union's right to bargain over
20 mandatory subjects of bargaining consistent with this Agreement and applicable law.
21 Where the parties have bargained language that conflicts with the language contained
22 in the above illustration, the specific language shall prevail.

23 **ARTICLE 8 – UNION RIGHTS**

24 Designated representatives of the Union will be permitted to transact official business
25 with appropriate representatives of the Employer at reasonable and mutually agreeable
26 times, provided they follow regular Employer procedures.

27 The Union may schedule periodic meetings to conduct Union business on the Big
28 Rapids campus, provided the meetings are lawful and do not interfere with or disrupt
29 any operations of the Employer. Where facilities, including meeting rooms, or
30 equipment such as duplicating, IT, computing and audiovisual, are available for use by
31 other unions, such facilities or equipment will be available to the Union in accordance
32 with established Employer procedures and the appropriate and customary charges.

33 The Union may post notices on existing bulletin board space, which is not reserved for
34 specific purposes. In addition, the Employer shall provide the Union with bulletin board
35 space in mutually agreed-upon areas for the purpose of posting Union notices. All
36 notices shall be signed by a responsible officer of the Union and be informational to the
37 members of the bargaining unit concerning Union business and social events. In no
38 case will the Union post derogatory or defamatory material about the Employer or any
39 employee of the Employer.

1 The Union may use campus mail for distribution of material. Such material will be
2 distributed through the college or department office personnel using customary
3 procedures. Copies of all material to be distributed in this manner shall be provided to
4 the provost before distribution. United States mail that is received by the Employer
5 bearing the name of the Employee with a correct specific campus address will be
6 distributed to the Employee in the normal manner.

7 New Employees are required to attend new employee orientations as scheduled by the
8 Employer. Upon request of the Union, the Employer will make mutually agreed-upon
9 time and space available to the Union for orientation of new Employees immediately
10 after any Human Resources orientation or at any college or University-wide orientation.

11 The Employer shall not aid, promote or finance any group or organization which
12 purports to undermine the Union in its legitimate collective bargaining activities.

13 **ARTICLE 9 – INFORMATION**

14 Upon written request from the Union, the Employer will provide the Union with
15 information which is necessary for the purpose of collective bargaining and which does
16 not require unreasonable collection efforts and can be compiled during the normal
17 course of business.

18 No later than fifteen (15) business days after the start of each semester, the Employer
19 shall provide, at no cost to the Union, a preliminary list of current employees in the
20 bargaining unit. The Employer shall provide, at no cost to the Union, a finalized list of
21 current employees in the bargaining unit no later than forty-five (45) business days after
22 the start of each semester. This will be provided in a mutually agreeable electronic
23 format containing the following information for each employee appointment:

- 24 1. Employee name,
- 25 2. Designation,
- 26 3. Employee home address & telephone number, if the Employer has
27 possession of them,
- 28 4. Employee work address & telephone number,
- 29 5. Employing department,
- 30 6. Original date of hire,
- 31 7. Appointment start date,
- 32 8. Appointment end date,
- 33 9. Credit hours and/or contact hours,
- 34 10. Salary, and
- 35 11. Email address.

1 **ARTICLE 10 – UNION-EMPLOYER MEETINGS**

2 The purpose of this Article is to establish a forum to discuss important matters of mutual
3 interest between the Union and the Employer with the intention of fostering excellent
4 Employer-Union relations. These meetings will not be used to circumvent the grievance
5 procedure.

6 Representatives of the parties shall meet upon the request of one of the parties to
7 discuss matters which are of concern, including those matters necessary to the
8 implementation and administration of this Agreement. Such meetings shall be arranged
9 through the office of the Provost. The meeting may be attended by up to four (4)
10 representatives of each party. Additional representatives may be in attendance upon
11 mutual agreement. In the event the AFT representative is in attendance, he/she shall
12 not be counted as one of the four (4) Union representatives.

13 The parties will schedule meetings within fourteen (14) calendar days of a request,
14 whenever possible. Agenda items shall be communicated in advance by the parties
15 and an agenda will be prepared by the Employer. Additional items may be discussed
16 by mutual agreement.

17 It is understood that any matter discussed or action taken pursuant to such meetings
18 shall in no way change or alter any of the provisions of this Agreement, or the rights of
19 either the Employer or the Union under the terms of this Agreement.

20 **ARTICLE 11 – NO STRIKE - NO LOCKOUT**

21 So long as this Agreement is in effect, there shall be no strikes, sit downs, slow downs,
22 stoppages of work, boycotts, or any acts that interferes with the Employer's operations.
23 Any violation of the foregoing may be made a subject of disciplinary action and damage
24 action, including discharge or suspension, and this provision shall not be by way of
25 limitation on the Employer's right to any remedy under law for such violation.

26 Nothing in this Article shall limit an employee's participation in an activity that is
27 unrelated to his/her employment so long as the operations of the Employer are not
28 disrupted in any way.

29 The Employer shall not conduct a lockout of the bargaining unit members during the
30 term of this Agreement.

31 **ARTICLE 12 – UNION DUES**

32 FNTFO members may authorize the Employer, by executing the proper forms as
33 provided by the Employer, to make a prorated automatic payroll deduction on
34 consecutive pay periods for FNTFO dues. The Employer will have no obligation to

1 deduct or remit the dues payable for the account of any member for any pay date where
2 his/her withholding authorization reaches the Payroll Office later than the pay ending
3 date for each pay period one (1) week prior to each pay date.

4
5 The FNTFO and/or the AFT Michigan/AFT will indemnify the Employer against all
6 liability the Employer may incur by reason of any dues deduction or remittance pursuant
7 to this paragraph.

8 **Option to Not Tender Dues**

9 If an employee does not desire to join FNTFO, the employee does not need to complete
10 the payroll deduction authorization/membership card. If an employee has completed a
11 payroll deduction authorization/membership card and desires to stop paying dues or
12 fees, the employee shall revoke the authorization in accordance with the "Authorization
13 to Discontinue Payroll Deduction of Union Dues Deduction Form." The form must be
14 sent to the Employer's payroll office and the Union.

15 **ARTICLE 13 – GRIEVANCE PROCEDURE**

16 A grievance is an alleged violation of this Agreement. For purposes of this grievance
17 procedure, a day shall mean Monday through Friday, excluding days the University is
18 closed, and does not include the day on which the grievance is presented or appealed
19 or is returned by the Employer.

20 Any grievance not initiated or advanced to the next step within the time limits specified
21 herein shall be considered settled on the basis of the last answer by the Employer.

22 Lack of timely response by the Employer at any step will serve to advance the
23 grievance to the next higher step provided the Union notifies the Employer in writing
24 within the time limits for appeal to the next step. Time limits may be extended and steps
25 may be skipped by written agreement of the Union and the Employer.

26 A grievance may be initiated at Step 1 by the Union, an employee, or by an employee
27 on behalf of a group of employees; all other steps may be implemented only by the
28 Union. A Union representative shall be able to participate and represent an employee
29 at all grievance meetings except if specifically refused by an employee at Step 1. The
30 Union shall be promptly notified of any grievance initiated by an employee or group of
31 employees.

32 Attendance at grievance meetings is limited as specified herein unless the parties
33 mutually agree otherwise.

1 **Step 1 - Discussion**

2 Within twenty (20) business days following reasonable knowledge of the facts giving
3 rise to the grievance, not including the day of the occurrence, the grievant shall discuss
4 the grievance with the immediate supervisor.

5 **Step 2 - Dean or Other Appropriate Administrator**

6 If the grievance is not resolved at Step 1, the Union may submit a written grievance to
7 the Dean or other appropriate administrator as designated by the Employer. The
8 grievance shall be submitted within ten (10) business days of the discussion at Step 1
9 and shall set forth the provision(s) of this Agreement claimed to have been violated
10 along with a brief description about the alleged violation(s).

11 The Dean or other appropriate administrator will schedule a meeting to discuss the
12 grievance within ten (10) business days of receipt of the grievance. The Dean or other
13 appropriate administrator and no more than two (2) additional persons shall attend the
14 meeting on behalf of the Employer. The Union may designate up to three (3) persons to
15 attend the meeting on behalf of the Union (five [5] persons if a group grievance).

16 Within ten (10) business days after the Step 2 meeting, the Dean or other appropriate
17 administrator shall respond in writing to the Union's written grievance.

18 **Step 3 - Provost or Designee**

19 If the grievance is not resolved at Step 2, the Union may submit a written appeal to the
20 Provost or other appropriate administrator as designated by the Employer. The appeal
21 shall be submitted within ten (10) business days of the date of the Step 2 response and
22 shall set forth the provision(s) of this Agreement claimed to have been violated along
23 with a brief description of why the Step 2 response did not resolve the grievance.

24 The Provost or other appropriate administrator will schedule a meeting to discuss the
25 grievance within ten (10) business days of receipt of the appeal. The Provost or other
26 appropriate administrator and no more than two (2) additional persons shall attend the
27 meeting on behalf of the Employer. In addition, a representative of the Labor Relations
28 office may attend the meeting. The Union may designate up to three (3) persons to
29 attend the meeting on behalf of the Union (five [5] persons if a group grievance). In
30 addition, a representative of the AFT may attend the meeting.

31 Within ten (10) business days after the Step 3 meeting, the Provost or other appropriate
32 administrator shall respond in writing to the Union's grievance appeal.

33 **Step 4 - Arbitration**

34 The Union shall have twenty (20) business days from the date of the Step 3 meeting to
35 deliver written notice to the Office of the General Counsel of its intent to submit the

1 grievance to arbitration. Such notice shall identify the grievance being appealed and
2 include a statement of the remedy being sought by the Union.

3 Within ten (10) business days after delivery of the notice described in the preceding
4 paragraph, the Union may file a Demand for Arbitration with the American Arbitration
5 Association (AAA). Failure to adhere to these time limits means the grievance has been
6 abandoned by the Union. Once a timely demand has been submitted to AAA, its Labor
7 Arbitration Rules then in effect shall apply to the processing of the grievance. The
8 Union and the Employer shall share equally all administrative fees of the AAA.

9 The powers of the arbitrator shall be limited to the interpretation and application of the
10 terms of this Agreement. The arbitrator shall have no power to alter, add to, subtract
11 from or otherwise modify the terms of this Agreement. The arbitrator shall be
12 empowered to rule only on a grievance which alleges a violation of this Agreement. It
13 shall not be within the jurisdiction of the Arbitrator to change an existing wage rate or to
14 establish a new wage rate, nor to rule on the Employer's rights to manage and direct its
15 work force, nor to infer from any provision of this Agreement any limitation of those
16 rights.

17 Any award of back pay shall not be retroactive earlier than the beginning of the previous
18 academic year and shall be limited to the amount the employee would have earned
19 during the disputed period, less any amount received from other employment, self-
20 employment, state or federal agencies or any other work related source deemed
21 appropriate by the arbitrator according to common principles of mitigation of damages.

22 The arbitrator's decision shall be final and binding on the employee(s), the Union and
23 the Employer. The arbitrator's fees and expenses shall be shared equally by the
24 Employer and the Union. The cost of witnesses shall be borne by the party who calls
25 them.

26 **ARTICLE 14 – PERSONNEL RECORDS**

27 The Employer shall maintain personnel records as defined in Michigan's "Employee
28 Right to Know Act" (Act).

29 The Employee shall have the right to add material to his or her personnel record,
30 including, but not limited to documentation of service or professional awards,
31 nominations, or achievements, as approved by the Employer.

32 The source of all such records shall be clearly indicated. Anonymous communications
33 shall not be placed in an employee's personnel record; however, University required
34 student assessments of instruction, such as SAI and IDEA, shall be included in the
35 personnel record even if anonymous.

36 An employee shall have the right to place in his or her personnel record a written
37 response to any document contained in his or her personnel record, and that response

1 shall be attached to the appropriate document. Such written response shall not exceed
2 five (5) pages of 8½ x 11 size paper.

3 The human resources office shall maintain a procedure to allow employees' access to
4 their personnel records that is consistent with the Act. A representative of the Union
5 may, with the Employee's authorization, accompany an employee while he or she
6 reviews his or her personnel record. Upon request of the Employee, a copy of the
7 Employee's personnel records shall be provided to the Employee at the Employee's
8 own expense.

9 Access to personnel records shall be limited to individuals with a legitimate need to
10 know, either in connection with their Employer assigned responsibilities or in connection
11 with their responsibilities as a Union representative.

12 Employees are responsible for providing the Employer with the address and telephone
13 number at which they are to be contacted. The Employer has no liability if written
14 notices are sent to such addresses or calls are made to such telephone numbers.

15 **ARTICLE 15 – DISCIPLINE AND DISCHARGE**

16 During the term of an Employee's appointment, an Employee may be subject to
17 disciplinary action up to and including discharge, for misconduct or violation of rules.
18 Any Employee who is discharged during the term of his/her appointment shall not be
19 paid for the remainder of the appointment. In no case will a member be subjected to
20 disciplinary action based solely on anonymous information.

21 Misconduct or violation of rules may include but are not limited to: abuse of sick leave
22 and other leaves, excessive documented tardiness, deficiencies in professional conduct
23 and/or performance, violation of University policies, regulations and administrative
24 directions.

25 Prior to the discipline or discharge of an Employee, the Employer will hold a meeting
26 with the Employee and a Union representative(s) to generally describe the reasons for
27 the contemplated action and to afford the Employee the opportunity to respond.

28 The meeting with the Employee and the Union representative(s) shall not be required in
29 the event the Employer determines that circumstances dictate the Employee must be
30 removed from the University premises immediately.

31 The final determination of the Employer will be made only after consideration of all facts
32 involved, including the response of the Employee. Any disciplinary action will be
33 confirmed in writing to the Employee and the Union representative(s) with a copy to be
34 placed in the Employee's personnel file in Human Resources.

35 There shall be no disciplinary suspension without salary or disciplinary discharge until
36 the above written decision is rendered. Before suspending or discharging an employee,

1 the administration shall consult with the President of the FNTFO. The above procedure
2 will be administered in a timely fashion. Said decision is grievable starting with Step 4
3 of the Grievance Procedure.

4 **ARTICLE 16 – LEAVE OF ABSENCE**

5 **Military**

6 An Employee required to perform military service will be granted a leave of absence for
7 training or active duty in accordance with state and/or federal law. An Employee
8 requesting military leave must present the proper documents to the department
9 supervisor who will notify Human Resources and Payroll. Employees returning from
10 military leave will be treated in accordance with state and/or federal law. More details
11 are available in the Human Resources Personnel Policies.

12 **Medical**

13 An Employee unable to work due to a serious health condition may apply for a
14 temporary medical leave. If the Employee is eligible under the Family and Medical
15 Leave Act (FMLA), and the medical leave is approved, such medical leave shall run
16 concurrently with FMLA leave. More details are available in the Human Resources
17 Personnel Policies.

18 Employees must notify the supervisor of the need for medical leave in advance of taking
19 the time off, when possible, using the appropriate University approved form. While
20 medical leave is generally unpaid, employees will be required to use credited sick days,
21 if any, for days missed due to medical leave.

22 For employees classified as Adjunct Instructor 2 and Adjunct Instructor 3, a medical
23 leave shall not exceed one calendar year. For employees classified as Adjunct
24 Instructor 1, a medical leave shall not exceed one semester. The Employer reserves
25 the right to approve a medical leave in excess of these time limits, depending upon the
26 circumstances. An Employee returning from medical leave shall return to the same or
27 comparable position, if such a position is available, for the remainder of the unexpired
28 appointment term.

29 When an Employee is absent, other employees may, but are not required to, fill the
30 vacancy temporarily. If the vacancy is less than a week, the Employee filling the
31 vacancy will do so as a professional courtesy without compensation. If the vacancy
32 lasts for more than a week, the replacement Employee, if an FNTFO member, will be
33 paid for each class period retroactive to the first period taught, including the overload
34 rate when appropriate.

1 **Personal**

2 An employee may request an unpaid personal leave of up to thirty (30) calendar days
3 for a personal reason not covered under the terms of the FMLA. Approval of an unpaid
4 personal leave is at the discretion of the Employer and shall not be subject to the
5 Grievance Procedure unless the grievance alleges a violation of the Article entitled
6 "Non-Discrimination". If an Employee on approved personal leave is covered by the
7 Employer's health insurance plan, insurance shall continue in effect for the duration of
8 the leave as if the Employee were still working.

9 **Jury Duty**

10 An Employee called to serve on jury duty must notify his/her supervisor as soon as
11 possible. If selected as a juror, the Employee will be excused from his/her teaching
12 assignment if required to serve as a juror during scheduled class hours. The employee
13 will not lose pay during this time; however, any juror pay, other than meals and mileage,
14 must be endorsed and turned over to the Employer.

15 **Sick Days**

16 Employees designated as Adjunct Instructor 2 or Adjunct Instructor 3 will be credited
17 with 13 days (104 hours) of sick time each July 1. **Effective July 1, 2016**, employees
18 designated as Adjunct Instructor 1 with at least a twelve (12) credit hour course load will
19 be credited with two (2) sick days (16 hours) at the beginning of each semester and any
20 unused sick leave will be lost at the end of the semester. Human Resources will prorate
21 the amount for those employees who begin coverage after July 1 or who are off without
22 pay. For example: an employee who is hired in October will receive 10 days (80 hours)
23 of sick time for the first year, through the following June 30, while a new employee hired
24 in February would receive 6 days (48 hours). Any unused sick leave is lost as of June
25 30.

26 Sick days may be used in increments of four (4) hours and may be taken for serious
27 health conditions and medical appointments for the employee or immediate family
28 member. An Employee may be requested to provide satisfactory proof of medical
29 condition or disability, or of the ability to return to or continue work.

30 Sick days may be used in the instance of a serious health condition (even if not covered
31 under FMLA) of a member of the Employee's immediate family (spouse, parent or child)
32 to a maximum of three (3) days per incident. Sick time up to 24 hours may also be
33 granted for medical-related incidents/appointments (even if not covered by FMLA) for
34 the employee, spouse and children each fiscal year.

35 Employees must notify the supervisor of the need to use sick days in advance of taking
36 the time off, when possible, and when required, using the appropriate University
37 approved form and to provide verification.

1 **Bereavement Days**

2 Employees designated as Adjunct Instructor 2 or Adjunct Instructor 3 shall be eligible for
3 up to four (4) consecutive business days of paid leave to attend the funeral/memorial
4 services in the event of the death of an immediate family member and up to one (1) day
5 of paid leave to attend the funeral/memorial services of other designated individuals or
6 family members.

7 For purposes of bereavement leave, immediate family members shall include current
8 spouse, mother, father, child, son-in-law, daughter-in-law, stepchild, stepparent (current
9 spouse of parent), sister, brother, grandchild, grandparent, or parent of spouse.

10 For purposes of bereavement leave, other designated individuals or family members
11 shall include aunt, uncle, niece, nephew, sister-in-law, brother-in-law, or any person with
12 whom the employee is presently making his/her home.

13 Depending upon the University's work schedule, the approved number of days off from
14 work may vary but will not exceed the allowable maximums. Approved bereavement
15 days must be consecutive and coincide with the date of the funeral/memorial services.
16 If the employee does not attend the funeral/memorial services, days off will not be
17 granted. The Employee may be required to provide confirmation of the death or
18 attendance at the funeral/memorial services.

19 Employees must notify the supervisor of the need to use bereavement leave in advance
20 of taking the time off, when possible, using the appropriate University approved form.
21 The supervisor will determine how many days the employee may be off work and inform
22 the employee.

23 If the Employee attends a funeral/memorial service more than 300 miles from the
24 residence, an additional day may be approved, if properly requested.

25 Alternate bereavement time involving unusual circumstances may be requested with the
26 Employee's department and the Human Resources office.

27 **ARTICLE 17 – UNIVERSITY REQUIRED TRAVEL**

28 An Employee who is required by the University to teach a course at a location other
29 than the Big Rapids campus shall be allowed the use of a University motor pool vehicle
30 for travel to and from the Big Rapids campus and the remote location. If no motor pool
31 vehicle is available or upon advance approval to utilize a personal vehicle, the
32 employee will be reimbursed for mileage in accordance with University policy.

33 Other travel expenses for travel approved by the University shall be reimbursed in
34 accordance with the University travel policies.

1 **ARTICLE 18 – ACADEMIC FREEDOM AND RESPONSIBILITIES**

2 All employees shall be entitled to academic freedom in the classroom no less than
3 academic freedom extends to other instructional faculty at the University. The concept
4 of academic freedom should be accompanied by an equally demanding concept of
5 responsibility.

6 When an Employee speaks or writes as a citizen, s/he should be free from institutional
7 censorship or discipline provided the employee makes every effort to: be accurate,
8 exercise appropriate restraint, show respect for other opinions, and indicate s/he is not
9 a University spokesperson.

10 Employees and the Employer affirm the importance of maintaining high standards of
11 academic and professional integrity.

12 Employees and the Employer have a mutual interest in establishing an environment that
13 fosters and encourages the creativity of individual employees. In accordance with that
14 mutual interest, the Employer has adopted policies covering intellectual property rights
15 to identify the owners of certain works that may be created by employees in whole or in
16 part, and to identify the use that may be made of those works by employees and the
17 Employer. The parties acknowledge and agree that such policies will continue to apply
18 to employees under this Agreement. In the event such policies are revised, the
19 Employer will provide notice to the Union.

20 **ARTICLE 19 – FACULTY SUPPORT**

21 Employees will be provided access to the use of library facilities, parking and classroom
22 space. Any instructional materials required by the department for students or for a
23 course will be provided at no cost to the employee.

24 The Employer will provide access to facilities, services, texts, instructional and technical
25 support that is reasonably necessary for the employee to complete his or her assigned
26 duties and responsibilities, including but not limited to access to:

- 27 1. Office and desk space, printer, telephone and answering equipment,
28 2. Computer (a dedicated computer for Adjunct Instructor 2 and 3. Adjunct
29 Instructor 1s not sharing assigned office space will be provided a dedicated
30 computer. Adjunct Instructor 1s sharing office space may be provided a
31 dedicated computer, upon request, if available and feasible, as determined by
32 the dean or designee),
33 3. Laboratory and instructional equipment,
34 4. Mailbox,
35 5. Office supplies,
36 6. Photocopying equipment, and
37 7. Email account.

1 Employees will have the right to request that books, videos, software or other materials
2 be purchased by the appropriate library or department.

3 Keys to the office space, mailbox and building where classes are assigned shall be
4 provided consistent with campus or building specific policies.

5 **ARTICLE 20 – PROFESSIONAL DEVELOPMENT**

6 The Employer agrees to provide employees with access to University-sponsored
7 professional development workshops or seminars that are related to the Employee's
8 discipline and/or teaching responsibilities. Attendance at such workshops or seminars
9 must be approved by the immediate supervisor.

10 Employees whose job duties include course development shall be eligible to apply for
11 grants awarded by the University's Professional Development Committee and for other
12 grants and funds that may be offered by the Employer.

13 All employees shall be eligible to consult with the Faculty Center for Teaching and
14 Learning during times that do not conflict with the Employee's teaching responsibilities.

15 The Employer may grant additional professional development and/or educational
16 opportunities to employees outside those described in this Article.

17 When the Employer requires the Employee to attend and/or participate in training or
18 professional development as a requirement of his/her employment, associated actual
19 costs will be paid by the Employer, subject to standard University policies.

20 The Employer agrees to set aside designated funds each year to the Union for
21 professional development. A joint Union-Management Committee will be established to
22 oversee the disbursement of these funds.

23 **ARTICLE 21 – PERFORMANCE EVALUATIONS**

24 The intent of performance evaluations is to ensure that members of the bargaining unit
25 are instructing students consistent with the mission and core values of Ferris State
26 University.

27 Evaluations will be facilitated by the department chair, department head or school
28 director and will adhere to protocols established in this Agreement, by individual
29 employing departments, and by the Office of the Provost. Evaluations are intended to
30 be based upon classroom observation in order to facilitate:

- 31
- 32 1. Documentation of employee performance and skills
 - 33 2. Feedback that may lead to opportunities for professional growth
 - 34 3. Context for student evaluations

1 4. An opportunity to interact with department chair/head or designee.

2 Employees will be evaluated based upon the following criteria.

3 A. A classroom observation by another faculty member selected by FNTFO
4 members of that department. When appropriate, the department head or his/her
5 designee may also conduct a classroom visit. The days of evaluation shall be
6 arranged mutually by the evaluators and the employee.

7
8 B. A meeting with the department head or his/her designee to discuss the following
9 criteria related to the classroom observation.

10 C. A written assessment based on the following:

- 11 1. Command of the subject matter,
- 12 2. Ability to organize material and convey it effectively to students,
- 13 3. Successful design and/or planning of courses and course materials,
- 14 4. Ability to communicate and achieve appropriate student learning goals,
- 15 5. Effective interaction with students,
- 16 6. Growth in the subject field and in teaching methods,
- 17 7. Review of the course materials, and
- 18 8. Quality of instruction.

19 D. Evidence of teaching performance: Teaching performance materials will also be
20 discussed during the classroom observation meeting. Teaching performance
21 materials include course materials and department-identified materials.
22 Additional evidence of teaching may be provided for evaluation as long as it is
23 consistent with criteria developed by the department. Employees will be given
24 ten (10) business days notice of the date by which they must provide materials
25 for the purpose of evaluation.

26 E. Student evaluations: Each semester, employees will conduct student evaluations
27 for each course using the University-approved instrument and process. Student
28 evaluations will not be used as the primary basis of evaluation.

29 Other professional activities, such as publications, may be submitted by the employee in
30 the evaluation process; however, since employees are employed to teach, the quality of
31 their teaching is the paramount concern in the evaluation process.

32 Frequency of Evaluations: New employees shall be assessed in their initial semester.
33 Reappointed employees shall be assessed once per academic year or if hired for a
34 multi-year contract, at least once during the appointment period.

35 A copy of each evaluation shall be provided to the employee and placed in the
36 employee's personnel file in Human Resources.

1 **ARTICLE 22 – NOTIFICATION**

2 Upon initial employment, reappointment or any notification of a change in the terms and
3 conditions of an employee’s appointment, the employee and Union will receive written
4 notification specifying:

- 5 1. Designation,
- 6 2. Name of employing academic unit,
- 7 3. Title of person to whom the employee reports,
- 8 4. Credit hours and/or contact hours and salary,
- 9 5. Information regarding benefit eligibility, as appropriate,
- 10 6. A description of the appointment and general responsibilities,
- 11 7. Effective date of appointment or reappointment, and
- 12 8. Ending date of appointment term.

13 Employees who are not reappointed shall be advised in writing with a copy to the Union.

14 **ARTICLE 23 – APPOINTMENTS**

15 The parties understand that an employee is appointed with a specific starting date and a
16 specific ending date. There is no guarantee of employment or of continued
17 employment. The Employer reserves the right to post a position at any time.

18 Adjunct Instructors may be hired through the Employer’s “Hiring Process Exception”
19 (HPE) at any time and in any category provided the college involved has followed the
20 HPE as outlined in the Human Resources Policies and Procedures. The Union will be
21 provided a copy of the department’s request for an HPE.

22 Based upon the needs of the University, some appointments may cover an extended
23 period of time. With that in mind, for each appointment, an employee will be designated
24 as Adjunct Instructor 1, Adjunct Instructor 2 or Adjunct Instructor 3. Appointments and
25 designation of employee status is the responsibility of the dean of each college.

26 **Adjunct Instructor 1**

27 An Employee designated as Adjunct Instructor 1 must possess at least minimal
28 qualifications in the academic discipline assigned, as identified by the faculty of the
29 department. Each appointment shall be for one (1) semester, based upon the needs of
30 the department.

31 **Adjunct Instructor 2**

32 An Employee designated as Adjunct Instructor 2, when initially hired, must possess an
33 advanced degree preferably in the academic discipline assigned, as identified by the
34 faculty of the department. Each appointment shall normally be for a course load of
35 twelve (12) credit hours or eighteen (18) contact hours per week per semester. A

1 course load of fifteen (15) credit hours or twenty-three (23) contact hours per week per
2 semester may be assigned with the consent of the employee. The annualized course
3 load for each appointment will be determined at the start of an appointment period and
4 cannot be increased during the appointment period without the employee's consent.
5 Each appointment shall be for one academic year or one calendar year. The courses
6 assigned may vary during the appointment term. In the event an employee's assigned
7 semester course load is reduced after the appointment letter has been issued, the
8 Employee will be assigned additional duties commensurate with the reduced load for
9 the remainder of that semester.

10 **Adjunct Instructor 3**

11 An Employee designated as Adjunct Instructor 3 must possess an advanced degree in
12 the academic discipline assigned, as identified by the faculty of the department. Each
13 appointment shall normally be for a course load of twelve (12) credit hours or eighteen
14 (18) contact hours per week per semester. A course load of fifteen (15) credit hours or
15 twenty-three (23) contact hours per week per semester may be assigned with the
16 consent of the Employee. The annualized course load for each appointment will be
17 determined at the start of an appointment period and cannot be increased during the
18 appointment period without the Employee's consent. Each appointment shall be for one
19 or more academic years or one or more calendar years but in no event will the
20 appointment exceed three (3) academic years or three (3) calendar years. The courses
21 assigned may vary during the appointment term. In the event an Employee's assigned
22 semester course load is reduced after the appointment letter has been issued, the
23 Employee will be assigned additional duties commensurate with the reduced load for
24 the remainder of that semester.

25 **ARTICLE 24 – REAPPOINTMENTS AND NON-REAPPOINTMENTS**

26 Before making decisions regarding reappointment or non-reappointment of an
27 individual, the Dean will determine the number and type of bargaining unit positions
28 needed and the assignments to be filled in each department. When making the
29 determination of reappointment or non-reappointment and assignment, the Dean will
30 consider a number of factors, including the following:

- 31 1. Educational credentials necessary for the assignment,
- 32 2. Appropriate teaching experience and/or expertise in the subject area,
- 33 3. Past performance with Ferris State University,
- 34 4. Availability for the scheduled offerings,
- 35 5. Collegiality,
- 36 6. Other legitimate Employer factors, and
- 37 7. Length of continuous service with the Employer from the most recent date of
38 hire. Three (3) consecutive semesters, not including summer, without a
39 teaching assignment will be considered a break in continuous service.

1 When the number of same-designated candidates eligible for reappointment is greater
2 than the number of available positions due to obligations to tenured or tenure-track
3 faculty, budget considerations, enrollment or programmatic needs, criterion #7 shall be
4 the deciding factor if the Dean determines the final candidates are equally suited for the
5 available position(s).

6 In the event that there is an increase in the number of nontenure-track positions in a
7 department, the Dean will consider applications submitted by any qualified candidates,
8 including current and former employees. Criterion #7 shall be the deciding factor if the
9 Dean determines the final candidates are equally suited for the available position(s).

10 In the event an employee's assigned semester course load is reduced after the re-
11 appointment letter has been issued, the employee will be assigned additional duties
12 commensurate with the reduced load for the remainder of that semester.

13
14 In the event the Union disagrees with the determination of the Dean regarding
15 reappointment, non-reappointment or that candidates are equally suited, a grievance
16 may be filed commencing at Step 2 of the Grievance Procedure. However, such
17 grievance shall not be eligible for appeal to Step 4 Arbitration.

18 Adjunct Instructors shall be notified of reappointment or non-reappointment as soon as
19 possible and ideally no later than the following dates: by May 1 for Adjunct Instructor 3;
20 by July 1 for Adjunct Instructor 2; and as soon as possible for Adjunct Instructor 1.
21 When notification cannot be made by these dates, the department will provide the
22 employee with an explanation of why the notification cannot be made. Anyone who is
23 not reappointed will be provided with a written explanation for the decision to not
24 reappoint.

25 **ARTICLE 25 – REVIEW OF DESIGNATION**

26 An Adjunct Instructor 1 may submit a written application to the Dean to be considered
27 for designation as Adjunct Instructor 2 under the following conditions:

28 1. The employee has taught at least twelve (12) credit hours or eighteen (18)
29 contact hours per week per semester for twelve (12) fall and/or spring
30 semesters in the last ten (10) academic years, and

31 2. The employee holds an advanced degree in the academic discipline
32 assigned.

33 -OR-

34 1. The employee has taught at least twelve (12) credit hours or eighteen (18)
35 contact hours per week per semester for sixteen (16) fall and/or spring
36 semesters in the last ten (10) academic years, and

1 2. The employee holds an advanced degree in any academic discipline.

2 In the event an employee disagrees with the determination of the Dean to appoint,
3 reappoint, or that final candidates are equally suited, a grievance may be filed
4 commencing at Step 2 of the Grievance Procedure. However, such grievance shall not
5 be eligible for appeal to Step 4 Arbitration.

6 **ARTICLE 26 – ASSIGNMENT OF CLASSES**

7 Determination of course times and assignment of specific course sections to employees
8 shall be the exclusive determination of the Employer and shall not be subject to the
9 Grievance Procedure. The exact procedure for assigning classes to employees may
10 vary from department to department.

11 While there is no obligation for a department to respond, an Employee may advise the
12 department of his/her schedule preferences.

13 **ARTICLE 27 – POSTINGS**

14 When the Employer determines that a Level 2 or Level 3 position is to be filled, other
15 than through an HPE or re-appointment, the position will be posted on the Employer's
16 internet-based system. Vacancies in Adjunct Instructor 3 positions shall be posted
17 regionally and/or nationally, as determined by the Dean. Level 1 positions shall be
18 posted when practicable. Bargaining unit members are encouraged to regularly access
19 the posting system to check for postings which may be of interest. The Employer will
20 notify the Union if any changes to the system are contemplated.

21 **ARTICLE 28 – ABSENTEE REPLACEMENT**

22 When an FNTFO bargaining unit member is absent, another FNTFO bargaining unit
23 member may voluntarily cover the class(es) on a temporary basis, as a professional
24 courtesy, without additional compensation for up to four (4) class periods of the same
25 section. A replacement employee must be approved by the dean or designee.

26 If the absence exceeds four (4) consecutive class periods of the same section, the
27 replacement employee will be paid at the FNTFO overload rate for each class period
28 taught, retroactive to the first class period the replacement employee taught, upon
29 written request.

30 If an FNTFO bargaining unit member covers for an FFA instructor, the replacement
31 employee will be paid at the FNTFO overload rate for each class period taught.

1 **ARTICLE 29 – CANCELLATION OF CLASSES**

2 The pay of employees will be continued during cancellation of classes for less than one
3 week resulting from officially-declared emergency periods consistent with the
4 University’s Business Policy Letter on Inclement Weather. Employees are not expected
5 to report for work when classes are cancelled.

6 **ARTICLE 30 – STUDENT COMPLAINT PROCEDURE**

7 The Employer believes that all employees should be treated with dignity, respect and
8 fairness. With that in mind, the Employer maintains a written procedure for addressing
9 student complaints that may be lodged against members of the bargaining unit. The
10 procedure is accessible through the office of Academic Affairs and may be revised from
11 time to time by the Employer.

12 **ARTICLE 31 – HOLIDAYS**

13 Bargaining unit members are not expected to report for work on a University approved
14 holiday or holiday shut down period.

15 **ARTICLE 32 – LIFE INSURANCE**

16 Employees designated as Adjunct Instructor 2 or Adjunct Instructor 3 shall be covered
17 for a twelve (12) month period (September through August) by \$20,000 group term life
18 insurance at no cost to the employee unless employment is terminated prior to the end
19 of the academic year.

20 **ARTICLE 33 – HEALTH, DENTAL AND OPTICAL COVERAGE**

21 **Employer Reserved Rights**

22 The Employer reserves the right to change, alter, amend, delete or discontinue any
23 offered health, dental or optical coverage as it deems necessary. The Employer will
24 provide the Union advance notice of any such changes, alterations, amendments,
25 deletions or discontinuance.

26 **Adjunct Instructor 1**

27 Employees classified as Adjunct Instructor 1 are not eligible for health, dental and
28 optical coverage. However, effective upon implementation of the Ferris 5 High
29 Deductible Health Care Plan, employees classified as Adjunct Instructor 1 will be
30 eligible to participate in that plan only, pursuant to the terms and conditions established

1 by the Employer; provided the employee pays the full premium through payroll
2 deduction.

3 **Adjunct Instructor 2**

4 Employees classified as Adjunct Instructor 2 who are assigned a course load of twelve
5 (12) or more credit hours or eighteen (18) or more contact hours per semester are
6 eligible to participate in the health, dental and optical coverage offered by the Employer
7 to this bargaining unit, pursuant to the terms and conditions established by the
8 Employer; provided the Employee pays the full premium through payroll deduction.
9 Such coverage shall be in effect during the Employee's term of appointment, subject to
10 the paragraph entitled "Employer Reserved Rights" above.

11 **Adjunct Instructor 3**

12 Employees classified as Adjunct Instructor 3 who are assigned a course load of twelve
13 (12) to fourteen (14) credit hours or eighteen (18) to twenty-two (22) contact hours per
14 semester are eligible to participate in the health, dental and optical coverage programs
15 offered by the Employer to this bargaining unit, pursuant to the terms and conditions
16 established by the Employer. The Employer's annual maximum contribution for such
17 coverage shall be in effect during the academic year only, subject to the paragraph
18 entitled "Employer Reserved Rights" above.

19 Employees classified as Adjunct Instructor 3 who are assigned a course load of fifteen
20 (15) or more credit hours or twenty-three (23) or more contact hours per semester are
21 eligible to participate in the health, dental and optical coverage offered by the Employer
22 to this bargaining unit, pursuant to the terms and conditions established by the
23 Employer. The Employer's annual maximum contribution for such coverage shall be in
24 effect during the employee's term of appointment (including summer if a calendar year
25 or multi-year appointment), subject to the paragraph entitled "Employer Reserved
26 Rights" above.

27 The Employer will contribute up to a maximum annual amount towards the health
28 insurance premiums for employees classified as Adjunct Instructor 3 as listed in the
29 table below. The Employee is responsible for paying the balance of the premiums
30 through payroll deductions. In the event any actual premium falls below the listed
31 maximums, the maximum amount listed shall be revised downward to the appropriate
32 amount and then increased as described hereinafter.

33 In the event the state or federal legislature adopts health care provisions that would
34 result in lower Employer cost and/or higher employee contributions than the amounts
35 agreed upon herein, the amounts in the table and/or the employee contributions will be
36 revised accordingly.

<u>Effective Date</u>	<u>Family</u>	<u>Two person</u>	<u>One person</u>
Beginning of the month following ratification by the FSU Board of Trustees ¹	\$12,495	\$7,767	\$3,884

1 ¹For eligible employees hired after the ratification date, coverage will commence effective the beginning of
2 the month following ratification by the FSU Board of Trustees or the date of appointment, whichever is
3 later.

4 For each benefit plan year thereafter, for the term of the contract, the above contribution
5 by the Employer will increase, but in no event exceed, to either the percentage increase
6 to the statutory hard caps (increased as set forth by the Publicly Funded Health
7 Insurance Contribution Act, MCL 15.561, et seq.), or by the actual premium increase, or
8 by three percent (3%), whichever is less.

9 The Employer will pay the full cost of the base plan for those employees who are
10 eligible for dental and optical coverage.

11 Except as limited below, an Adjunct Instructor 3 who is eligible to participate in the
12 Employer's health coverage but who is covered by another health program may elect to
13 opt-out of health coverage and receive \$64 per pay period in lieu of the Employer's
14 offered health coverage. In order to be eligible to opt-out, the employee must provide
15 the information required by the Human Resources Department. **Effective July 1, 2018,**
16 if member and spouse are both FSU employees, they cannot receive both health
17 coverage and opt-out payments.

18 Only one (1) health program offered by the Employer is allowed per household and/or
19 family. If a bargaining unit member is covered by a health program offered by the
20 Employer, s/he may not also be covered by another health program (i.e. spouse's
21 coverage from another employer).

22 Employees who are provided health, dental or optical coverage will receive the
23 coverage for a twelve (12) month period (September through August) unless the
24 coverage is terminated prior to the end of the academic year, for any reason. The
25 annual Employee contributions shall be paid prorated by payroll deduction during the
26 academic year.

27 Employer agrees to implement the Ferris 5 High Deductible Health Care plan as soon
28 as practicable after ratification by the Board of Trustees.

29 **ARTICLE 34 – FLEXIBLE SPENDING ACCOUNT**

30 The Employer shall provide employees the following flexible spending account benefits
31 pursuant to a qualified plan under Section 125 of the Internal Revenue Code:

- 1 1. Medical spending account,
- 2 2. Dependent care spending account, and
- 3 3. Insurance premium contributions.

4 A participating employee shall fund her/his individual account through salary reduction.
5 The program will become effective on or before six (6) months from the date of this
6 Agreement. The University will pay the cost of implementation and administration.

7 **ARTICLE 35 – TUITION WAIVER**

8 A tuition waiver benefit is available to eligible employees as described below. Details
9 and application forms are available through the Human Resources office.

10 **Adjunct Instructor 1**

11 Employees designated as Adjunct Instructor 1 shall be eligible to participate in the
12 University's tuition waiver benefit program. Such tuition waiver is only available during a
13 semester that the Adjunct Instructor 1 has a course load.

14 A tuition waiver benefit of up to four (4) credit hours per semester is available to
15 employees who are assigned a course load of less than twelve (12) credit hours or
16 eighteen (18) contact hours. A tuition waiver benefit of up to nine (9) credit hours per
17 semester with a maximum of twenty-four (24) credits per year is available to employees
18 who are assigned a course load of twelve (12) or more credit hours or eighteen (18) or
19 more contact hours. The employee may elect to transfer the tuition waiver benefit to an
20 immediate family member consistent with University policy. Such employees may elect
21 either the tuition waiver benefit or a contribution to a University sponsored retirement
22 savings program, but may not elect both benefits. **Effective July 1, 2016**, employees
23 designated as Adjunct Instructor 1 will be able to elect both the tuition waiver benefit
24 and a contribution to a University sponsored retirement savings program.

25 **Adjunct Instructor 2**

26 Employees designated as Adjunct Instructor 2 shall be eligible to participate in the
27 University's tuition waiver benefit program of up to nine (9) credit hours per semester
28 with a maximum of twenty-four (24) credits per year. Such tuition waiver is only
29 available during a semester that the Adjunct Instructor 2 has a course load. The
30 employee may elect to transfer the tuition waiver benefit to an immediate family member
31 consistent with University policy. Such employees may elect either the tuition waiver
32 benefit or a contribution to a University sponsored retirement savings program, but may
33 not elect both benefits. **Effective July 1, 2016**, employees designated as Adjunct
34 Instructor 2 will be able to elect both the tuition waiver benefit and a contribution to a
35 University sponsored retirement savings program.

1 **Adjunct Instructor 3**

2 Employees designated as Adjunct Instructor 3 shall be eligible to participate in the
3 University's tuition waiver benefit program of up to nine (9) credit hours per semester
4 with a maximum of twenty-four (24) credits per year. The employee may elect to
5 transfer the tuition waiver benefit to an immediate family member consistent with
6 University policy. Such tuition waiver is only available during a semester that the
7 Adjunct Instructor 3 has a course load.

8 **ARTICLE 36 – RETIREMENT**

9 **Adjunct Instructor 1**

10 Employees designated as Adjunct Instructor 1 shall be eligible to participate in one (1)
11 Employer sponsored, non-MPSERS, retirement savings plan. The Employer will
12 contribute a lump sum of \$500 for any semester that the Employee is assigned a course
13 load of twelve (12) or more credit hours or eighteen (18) or more contact hours. If more
14 than one plan is offered, the Employee shall select one (1) plan for which the Employer
15 will make the contribution.

16 An Adjunct Instructor 1 who elects to participate in any University sponsored retirement
17 savings program shall not be eligible for the tuition waiver benefit. **Effective July 1,**
18 **2016**, employees designated as Adjunct Instructor 1 will be able to elect both the tuition
19 waiver benefit and a contribution to a University sponsored retirement savings program.

20 **Adjunct Instructor 2**

21 Employees designated as Adjunct Instructor 2 shall be eligible to participate in one (1)
22 Employer sponsored, non-MPSERS, retirement savings plan. The Employer will
23 contribute a lump sum of \$1000 for any semester that the Employee is assigned a
24 course load of twelve (12) or more credit hours or eighteen (18) or more contact hours.
25 If more than one plan is offered, the Employee shall select one (1) plan for which the
26 Employer will make the contribution.

27 An Adjunct Instructor 2 who elects to participate in any University sponsored retirement
28 savings program shall not be eligible for the tuition waiver benefit. **Effective July 1,**
29 **2016**, employees designated as Adjunct Instructor 2 will be able to elect both the tuition
30 waiver benefit and a contribution to a University sponsored retirement savings program.

31 **Adjunct Instructor 3**

32 Employees designated as Adjunct Instructor 3 shall be covered by one (1) Employer
33 sponsored, non-MPSERS, retirement savings plan. The Employer will contribute ten
34 percent (10%) of the employee's gross earnings into the sponsored plan. If more than

1 one (1) plan is offered, the Employee shall select one (1) plan for which the Employer
 2 will make the contributions.
 3
 4 If an eligible employee does not select a retirement plan within thirty (30) calendar days
 5 of appointment, the Employer will designate a plan and deposit required contributions
 6 accordingly.

7 **ARTICLE 37 – COMPENSATION**

8 **Salary**

9 Actual salaries may not be lower than the minimum salaries described below. Each
 10 letter of appointment will contain the actual salary to be paid to each employee.

11 Effective September 15, 2015, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1056 per credit or contact hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1136 per credit or contact hour
Adjunct Instructor 2		\$37,915
Adjunct Instructor 3		\$40,128
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$42,768

12 Effective July 1, 2015, employees below the minima will be increased to the minima or
 13 will receive a salary increase of one and a half (1.5%), whichever is higher. Employees
 14 who are paid above the minima shall receive a salary increase of one and a half percent
 15 (1.5%).

1 Effective July 1, 2016, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1080 per credit or contact hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1162 per credit or contact hour
Adjunct Instructor 2		\$38,768
Adjunct Instructor 3		\$41,031
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$43,730

2 Effective July 1, 2016, employees who are paid above the minima shall receive a salary
 3 increase of two and a quarter percent (2.25%).

4 Effective July 1, 2017, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1104 per credit or contact hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1188 per credit or contact hour
Adjunct Instructor 2		\$39,640
Adjunct Instructor 3		\$41,954
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$44,714

5 Effective July 1, 2017, employees who are paid above the minima shall receive a salary
 6 increase of two and one-quarter percent (2.25%).

1 Effective July 1, 2018, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1123 per credit or contact hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1209 per credit or contact hour
Adjunct Instructor 2		\$40,334
Adjunct Instructor 3		\$42,688
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$45,496

2 Effective July 1, 2018, employees who are paid above the minima shall receive a salary
 3 increase of one and three-quarters percent (1.75%).

4 Effective July 1, 2019, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1145 per credit or contact hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1233 per credit or contact hour
Adjunct Instructor 2		\$41,141
Adjunct Instructor 3		\$43,542
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$46,406

5 Effective July 1, 2019, employees who are paid above the minima shall receive a salary
 6 increase of two percent (2%).

1 **Adjunct Instructor 1 Additional Pay**

2 Any Adjunct Instructor 1, who receives a regular assignment equivalent to twelve (12) or
3 more credit hours in a semester, will be paid an additional \$5000 for that semester,
4 spread evenly over the bi-weekly pay periods.

5 **Titles**

6 For purposes of this collective bargaining agreement employees will be officially
7 designated as Adjunct Instructor 1, Adjunct Instructor 2 or Adjunct Instructor 3. This
8 does not preclude employees and/or departments from using other current working titles
9 for personal identification purposes.

10 **Overload**

11 When the Employer determines that additional academic courses are needed, the
12 courses will be scheduled through the dean of the appropriate college. Where these
13 additional courses cannot be assigned to tenured or tenure track faculty, bargaining unit
14 members may be assigned where schedules allow, on a voluntary basis. Acceptance
15 on a voluntary basis of such extra assignment shall not make the additional assignment
16 a part of the employee's regular workload.

17 An employee may normally teach a maximum of six (6) overload lecture and/or lab
18 hours per semester. Overload responsibilities shall not conflict with nor interfere with
19 the regular course load of the Employee.

20 The rate of payment for overload responsibilities shall be \$85 per lecture hour and
21 \$42.50 per lab hour. **After July 1, 2018**, the Union and Employer agree to review the
22 overload pay. The above rates will remain in effect unless the parties agree otherwise,
23 in writing.

24 **Summer Pay**

25 An employee who teaches summer classes will be paid at his/her regular academic
26 year rate for a lecture hour or lab hour.

27 **Orientation Pay**

28 Prior to the beginning of the academic year in August, the Division of Academic Affairs
29 may sponsor an orientation program for new employees. Attendance at this program is
30 required. Employees shall receive \$100 per day up to a maximum of \$500 for
31 attendance at this program.

1 **Pay Periods**

2 Adjunct Instructors 2 and 3, who work the academic year only, may elect to receive pay
3 pro-rated over a calendar year consistent with the Employer's payroll procedures.
4 Interested employees must notify Human Resources prior to the beginning of the fall
5 semester of each year to select this option. Once selected, the option is irrevocable
6 until the subsequent academic year.

7 **Lump Sum Payments**

8 Employees designated as Adjunct Instructor 1 with a 12 or more credit hour load, or
9 equivalent, Adjunct Instructor 2 and Adjunct Instructor 3 will be paid a one-time lump
10 sum gross payment of \$500 after ratification by the Board of Trustees. All other
11 employees designated as Adjunct Instructor 1 will be paid a one-time lump sum gross
12 payment of \$250 after ratification by the Board of Trustees. These amounts will be
13 subject to regular deductions and not rolled into base salary and only apply to
14 employees who are teaching in the fall 2015 semester.

15 **ARTICLE 38 – MEMBER DESIGNATION UPGRADES**

16
17 The Employer agrees to upgrade three members, Laurie Nelson, Lynann Byars and
18 Paul Zube, from the designation of Adjunct Instructor 1 to Adjunct Instructor 2.

19 **ARTICLE 39 – JOINT TASK FORCE**

20 It is agreed that a Joint Task Force will be created to review data accuracy and
21 consistency issues.

22 **ARTICLE 40 – TERM OF AGREEMENT**

23 This Agreement is made by and between Ferris State University and the Ferris
24 Nontenure-Track Faculty Organization/AFT, AFL-CIO, and shall be effective as of
25 September 15, 2015.

26 If either party desires to amend this Agreement, written notice to that effect shall be
27 given to the other party by ninety (90) days prior to the termination date.

1 This Agreement shall expire at 11:59 PM on June 30, 2020, unless extended in writing
2 by mutual agreement.

3 FOR THE UNION:

4 
5 Sonya Alvarado
6 AFT Michigan, AFL-CIO

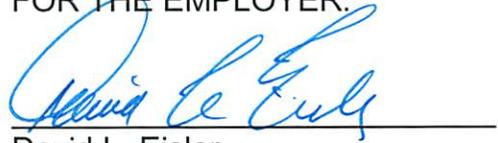
7 
8 Linda Sherwood

9 
10 Mary K. Bacon

11 
12 Keith G. Calkins

13 
14 Paul Zube

FOR THE EMPLOYER:


David L. Eisler
President


J. Andy Karafa


Kirk Weller


Holly Williams


Steve Stratton


Paul Blake
Provost/VP for Academic Affairs

1 **LETTER OF AGREEMENT – MONITORING**

2 **Whereas**, the Union and the Employer have engaged in good faith negotiations in an
3 effort to reach agreement on the collective bargaining agreement between the parties,
4 and

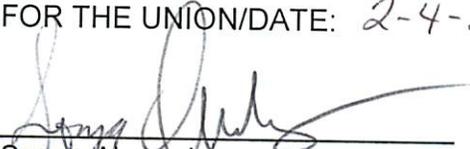
5 **Whereas**, the parties discussed a process for monitoring appointments and
6 reappointments during the life of the initial collective bargaining agreement as a way of
7 preparing for negotiations for the successor agreement, and

8 **Whereas**, the parties have reached agreement on the process for such monitoring;

9 **THE PARTIES AGREE AS FOLLOWS:**

- 10 1. The parties agree to meet to discuss any issues arising as identified by the
11 Union related to appointments, reappointments or non-reappointments. Such
12 meeting(s) shall be conducted pursuant to the article entitled "UNION-
13 EMPLOYER MEETINGS".
14 2. Time limits for filing an individual grievance on the Dean's decision to appoint,
15 reappoint, not reappoint or that final candidates are equally suited for a
16 position shall be tolled from the date of the individual letters until no later than
17 the start of the fall or spring semester, as the case may be.
18 3. Any such grievances are subject to the language of the articles entitled
19 "APPOINTMENTS", "REAPPOINTMENTS AND NON-REAPPOINTMENTS"
20 and "REVIEW OF DESIGNATION".
21 4. This Letter of Agreement shall not change or alter any other provision of the
22 collective bargaining agreement and/or any legal obligation of the Employer.
23 5. This Letter of Agreement shall expire consistent with the date of expiration of
24 the collective bargaining agreement.

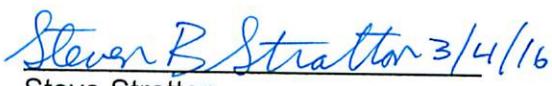
25 FOR THE UNION/DATE: 2-4-2016

26 
27 Sonya Alvarado
28 AFT Michigan, AFL-CIO

29 
30 Mary Bacón
31 FNTFO President

FOR THE EMPLOYER/DATE:


Paul Blake
Provost/VP for Academic Affairs

 3/4/16
Steve Stratton
Director of Labor Relations

1 LETTER OF AGREEMENT – ADJUNCT INSTRUCTOR 2

2 **Whereas**, the Union and the Employer have engaged in good faith negotiations in an
3 effort to reach agreement on the collective bargaining agreement between the parties,
4 and

5 **Whereas**, the parties have spent many hours discussing the designation status of
6 employees covered by the collective bargaining agreement, and

7 **Whereas**, the parties have reached agreement on the method for designating the status
8 of employees hired subsequent to the beginning date of the collective bargaining
9 agreement, and

10 **Whereas**, the parties have discussed the designation status of current employees who
11 do not meet the criteria for Adjunct Instructor 2 as outlined in the collective bargaining
12 agreement, and

13 **Whereas**, the parties desire to “grandfather” these employees into the designation of
14 Adjunct Instructor 2 for the purposes of reaching this collective bargaining agreement,
15 and

16 **Whereas**, the terms of this “grandfathering” needs to be reduced to writing, therefore

17 **THE PARTIES AGREE AS FOLLOWS:**

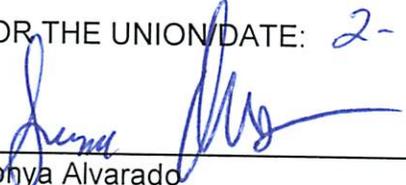
18 1. The below-listed employees will be designated as Adjunct Instructor 2,
19 regardless of whether they meet the criteria as outlined in the collective
20 bargaining agreement:

- | | |
|----------------------------|------------------|
| Bacon, Mary | Karafa, Thuy |
| Baxter, Mary | Nelson, Laurie |
| Borst, Trudy | Rizzo, Anna |
| Byars, Lynann | Schoenlein, Beth |
| Caserta, Lilia | Sherwood, Linda |
| Deurloo, Carol | Shetty, Dharma |
| Fitzwilliams-Heck, Cynthia | Vought, Lynette |
| Foos, Scott | Walling, Jean |
| Fox, Bernadette | Weaver, Richard |
| Herrick, John | Zube, Paul |
| Johnson, John | |

21 2. The designation as Adjunct Instructor 2 shall be in effect for the term of each
22 listed employee’s current appointment period. If the employee is reappointed
23 after the expiration of the current term of appointment, the designation of Adjunct

- 1 Instructor 2 shall not be reduced unless the employee has taught for two (2)
2 consecutive semesters with a course load of less than twelve (12) credits per
3 semester.
- 4 3. The listed employees shall each be considered as Adjunct Instructor 2 for the
5 purposes of benefit eligibility as defined in the collective bargaining agreement.
- 6 4. This Letter of Agreement shall only apply to those employees listed in paragraph
7 #1 above and shall not set a precedent for any other matters now pending or that
8 may arise in the future between the parties.
- 9 5. Employees who receive their initial appointment to a bargaining unit position
10 subsequent to the date of this Letter of Agreement shall be subject to the
11 appointment, reappointment and designation of appointment process as outlined
12 in the collective bargaining agreement.
- 13 6. This Letter of Agreement shall expire consistent with the date of expiration of the
14 collective bargaining agreement.

15 FOR THE UNION/DATE: 2-4-2016

16 
17 Sonya Alvarado
18 AFT Michigan, AFL-CIO

19 
20 Mary Bacon
21 FNTFO President

FOR THE EMPLOYER/DATE:


Paul Blake
Provost/VP for Academic Affairs

 3/4/16
Steve Stratton
Director of Labor Relations

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

LETTER OF AGREEMENT

Whereas, based on the passage of 2012 PA 349, certain provisions of the 2012-2015 contract commonly referred to as "agency shop" had to be removed for the successor collective bargaining agreement;

The parties agree to the following:

1. If at any time during the course of the 2015-2020 collective bargaining agreement, 2012 PA 349 is declared invalid, unconstitutional, or otherwise no longer prevents or prohibits an agency shop provision, by any court of appropriate jurisdiction (to which there is no appeal filed), or PA 349 is repealed, all of the agency shop provisions in the 2012-2015 contract which were removed shall be immediately returned to the contract and shall be operable between the parties. (See attached).
2. Nothing in this Agreement shall be construed as amending or deleting any other provision in the parties' collective bargaining agreement.
3. This Letter of Agreement shall not set a precedent for any other matters now pending or that may arise in the future between the parties.

FOR THE UNION:

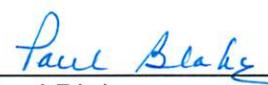


Sonya Alvarado
AFT Michigan, AFL-CIO



Mary K. Bacon
FNTFO President

FOR THE EMPLOYER:



Paul Blake
Provost/VP for Academic Affairs



Steve Stratton
Director of Labor Relations

1 ARTICLE 12 – UNION DUES AND REPRESENTATION FEES

2
3 The Employer and the Union recognize that the proper negotiation and administration of
4 a collective bargaining agreement and the fulfillment by a Union of its statutory duty of
5 representation entail expenses that are appropriately shared by all employees who are
6 beneficiaries of such agreements. Therefore, each employee covered by this collective
7 bargaining agreement shall as a condition of employment, on or before thirty-one (31)
8 days from the date of commencement of professional duties, join the Union or pay a
9 service fee to the Union. The service fee shall be determined in the manner permitted
10 by law. The Employer agrees to deduct such dues or fees from the employee's salary;
11 however, the Employee must sign an authorization for payroll deduction of such dues or
12 fees. The authorization for payroll deduction is voluntary, except as provided below.

13
14 In the event that an Employee covered by this collective bargaining agreement does not
15 pay such service fee directly to the Union or authorize payment through payroll
16 deduction, the Union shall notify the employee of non-compliance by certified mail,
17 return receipt requested. The notice shall explain that the Employee is delinquent in not
18 tendering the service fee, specify the current amount of the delinquency, and warn the
19 Employee that unless the delinquent service fees are paid or a properly executed
20 deduction form is tendered within fourteen (14) calendar days, the Employee shall be
21 reported to the Employer and the deduction of service fee shall be made from the
22 employee's salary.

23
24 If the Employee fails to comply, the Union shall give a copy of the letter sent to the
25 delinquent employee and the following written notice to the Employer at the end of the
26 fourteen (14) day period:

27
28 The Union certifies that (employee name) has failed to tender the periodic service fee
29 required as a condition of employment under this collective bargaining agreement and
30 demands that, under the terms of this Agreement the Employer deduct the delinquent
31 service fee(s) from the employee's salary. The Union certifies that the amount of the
32 service fee includes only those items authorized by law.

33
34 The Employer shall then deduct the appropriate fees from the employee's salary. In the
35 event of the employee's compliance at any time prior to this deduction, the request for
36 deduction will be withdrawn. In enforcing this provision, the Union agrees not to
37 discriminate among its members.

38
39 The Union will certify at least annually to the Employer the amount of said dues and the
40 amount of the service fee to be deducted by the Employer, and that said service fee
41 includes only those amounts permitted by this Agreement and by law. The Employer
42 agrees to disburse all sums deducted directly to the Union as soon as is practicable,
43 during the normal course of business.

44
45 An Employee paying the service fee or whose service fees have been deducted by the
46 Employer from the Employee's salary may object to the use of the service fee for

1 matters not permitted by law. The procedure for making such objections is that officially
2 adopted by the Union. A copy of the Union policy will be provided by the Union upon
3 request of an employee covered by this Agreement.

4
5 Upon request of the Employer, the Union agrees to defend the Employer and its
6 officers, agents or employees in any suit brought against all or any of them regarding
7 the collection and/or disbursement of Union dues and representation fees. The Union
8 further agrees to indemnify the Employer and its officers, agents or employees, for any
9 costs or damages which may be assessed against all or any of them regarding the
10 collection and/or disbursement of Union dues and representation fees.

11
12 The Employer will have no obligation to deduct or remit the dues or service fee payable
13 for the account of any member for any pay date where his/her withholding authorization
14 reaches the Payroll Office one (1) week prior to each pay date.

15
16 The Union will certify to the Employer at least fifteen (15) days prior to the date of the
17 first payroll deduction for dues or service fees, the amount of said dues and the amount
18 of the service fee to be deducted by the Employer and that said service fee includes
19 only those amounts permitted by this Agreement and by law.

20
21 Should any provisions of this Section be found contrary to law as a result of a final
22 decision from which no appeal is processed, and which is binding on the parties to this
23 Agreement, the parties will meet on written request of either party to negotiate to bring
24 this Section into compliance with any such final decision. Such negotiations are to be
25 limited to the provisions of this Section and will not affect the terms and conditions of
26 this Agreement, which shall remain in full effect for the life of this Agreement.