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
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ARTICLE 1 – PREAMBLE

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

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

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

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

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

ARTICLE 2 – RECOGNITION

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

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

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

ARTICLE 3 – SCOPE OF AGREEMENT

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

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

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

No provision of this Agreement, or the right of either the Employer or the Union under 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.
ARTICLE 5 – HARASSMENT

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

ARTICLE 6 – HEALTH AND SAFETY

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

ARTICLE 7 – MANAGEMENT RIGHTS

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

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

1. Plan, direct and control University operations;
2. Determine the type, kind, and schedule of services to be rendered;
3. Make all financial decisions, including decisions concerning all accounting, bookkeeping, and other recordkeeping methods and procedures;
4. Determine its organizational and business structure;
5. Develop and implement the University’s mission statement, policies, procedures and employment plans;
6. Determine the number, location, or relocation of facilities, buildings, and rooms;
7. Determine the means, methods, and schedules of operations;
8. Alter, change, extend, curtail, or discontinue its operations or academic programs, partially or completely;
9. Determine whether to purchase services from vendors outside the University;
10. Determine the size of the workforce and the scheduling and assignment of employees, including what work will be assigned to which classification(s) of employees;
11. Hire, transfer, establish or change work schedules, set hours of work, establish, eliminate or change classifications, assign, promote, demote, release, and lay off employees;
12. Determine quality and performance standards;
13. Determine class size, program or course curriculum, content and mode of instruction;
14. Make offers of appointment and determine length of appointment;
15. Determine all academic policies, procedures, rules and regulations;
16. Determine the amount and type of supervision;
17. Establish and require employees to observe the Employer’s rules and regulations and reasonable standards of conduct;
18. Maintain order and discipline or terminate employees;
19. Perform all other functions inherent to the administration, management, and control of a University.

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

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

ARTICLE 8 – UNION RIGHTS

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

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

The Union may post notices on existing bulletin board space, which is not reserved for specific purposes. In addition, the Employer shall provide the Union with bulletin board space in mutually agreed-upon areas for the purpose of posting Union notices. All notices shall be signed by a responsible officer of the Union and be informational to the members of the bargaining unit concerning Union business and social events. In no case will the Union post derogatory or defamatory material about the Employer or any employee of the Employer.
The Union may use campus mail for distribution of material. Such material will be distributed through the college or department office personnel using customary procedures. Copies of all material to be distributed in this manner shall be provided to the provost before distribution. United States mail that is received by the Employer bearing the name of the Employee with a correct specific campus address will be distributed to the Employee in the normal manner.

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

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

ARTICLE 9 – INFORMATION

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

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

1. Employee name,
2. Designation,
3. Employee home address & telephone number, if the Employer has possession of them,
4. Employee work address & telephone number,
5. Employing department,
6. Original date of hire,
7. Appointment start date,
8. Appointment end date,
9. Credit hours and/or contact hours,
10. Salary, and
11. Email address.
ARTICLE 10 – UNION-EMPLOYER MEETINGS

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

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

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

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

ARTICLE 11 – NO STRIKE - NO LOCKOUT

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

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

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

ARTICLE 12 – UNION DUES

FNTFO members may authorize the Employer, by executing the proper forms as provided by the Employer, to make a prorated automatic payroll deduction on 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.
Step 1 - Discussion

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

Step 2 - Dean or Other Appropriate Administrator

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

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

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

Step 3 - Provost or Designee

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

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

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

Step 4 - Arbitration

The Union shall have twenty (20) business days from the date of the Step 3 meeting to deliver written notice to the Office of the General Counsel of its intent to submit the
grievance to arbitration. Such notice shall identify the grievance being appealed and include a statement of the remedy being sought by the Union.

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

The powers of the arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement. The arbitrator shall be empowered to rule only on a grievance which alleges a violation of this Agreement. 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 the Employer’s rights to manage and direct its work force, nor to infer from any provision of this Agreement any limitation of those rights.

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

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

**ARTICLE 14 – PERSONNEL RECORDS**

The Employer shall maintain personnel records as defined in Michigan’s “Employee Right to Know Act” (Act).

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

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

An employee shall have the right to place in his or her personnel record a written response to any document contained in his or her personnel record, and that response
shall be attached to the appropriate document. Such written response shall not exceed five (5) pages of 8½ x 11 size paper.

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

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

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

ARTICLE 15 – DISCIPLINE AND DISCHARGE

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

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

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

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

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

There shall be no disciplinary suspension without salary or disciplinary discharge until the above written decision is rendered. Before suspending or discharging an employee,
the administration shall consult with the President of the FNTFO. The above procedure will be administered in a timely fashion. Said decision is grievable starting with Step 4 of the Grievance Procedure.

ARTICLE 16 – LEAVE OF ABSENCE

Military

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

Medical

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

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

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

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

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

Jury Duty

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

Sick Days

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

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

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

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

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

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

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

Depending upon the University's work schedule, the approved number of days off from work may vary but will not exceed the allowable maximums. Approved bereavement days must be consecutive and coincide with the date of the funeral/memorial services.

If the employee does not attend the funeral/memorial services, days off will not be granted. The Employee may be required to provide confirmation of the death or attendance at the funeral/memorial services.

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

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

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

ARTICLE 17 – UNIVERSITY REQUIRED TRAVEL

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

Other travel expenses for travel approved by the University shall be reimbursed in accordance with the University travel policies.
ARTICLE 18 – ACADEMIC FREEDOM AND RESPONSIBILITIES

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

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

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

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

ARTICLE 19 – FACULTY SUPPORT

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

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

1. Office and desk space, printer, telephone and answering equipment,
2. Computer (a dedicated computer for Adjunct Instructor 2 and 3. Adjunct Instructor 1s not sharing assigned office space will be provided a dedicated computer. Adjunct Instructor 1s sharing office space may be provided a dedicated computer, upon request, if available and feasible, as determined by the dean or designee),
3. Laboratory and instructional equipment,
4. Mailbox,
5. Office supplies,
6. Photocopying equipment, and
7. Email account.
Employees will have the right to request that books, videos, software or other materials be purchased by the appropriate library or department.

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

**ARTICLE 20 – PROFESSIONAL DEVELOPMENT**

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

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

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

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

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

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

**ARTICLE 21 – PERFORMANCE EVALUATIONS**

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

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

1. Documentation of employee performance and skills
2. Feedback that may lead to opportunities for professional growth
3. Context for student evaluations
4. An opportunity to interact with department chair/head or designee.

Employees will be evaluated based upon the following criteria.

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

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

C. A written assessment based on the following:

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

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

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

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

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

A copy of each evaluation shall be provided to the employee and placed in the employee’s personnel file in Human Resources.
ARTICLE 22 – NOTIFICATION

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

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

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

ARTICLE 23 – APPOINTMENTS

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

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

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

Adjunct Instructor 1

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

Adjunct Instructor 2

An Employee designated as Adjunct Instructor 2, when initially hired, must possess an advanced degree preferably in the academic discipline assigned, as identified by the faculty of the department. Each appointment shall normally be for a course load of twelve (12) credit hours or eighteen (18) contact hours per week per semester. A
course load of fifteen (15) credit hours or twenty-three (23) contact hours per week per 
semester may be assigned with the consent of the employee. The annualized course 
load for each appointment will be determined at the start of an appointment period and 
cannot be increased during the appointment period without the employee’s consent. 
Each appointment shall be for one academic year or one calendar year. The courses 
assigned may vary during the appointment term. In the event an employee’s assigned 
semester course load is reduced after the appointment letter has been issued, the 
Employee will be assigned additional duties commensurate with the reduced load for 
the remainder of that semester.

**Adjunct Instructor 3**

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

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

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

1. Educational credentials necessary for the assignment,
2. Appropriate teaching experience and/or expertise in the subject area,
3. Past performance with Ferris State University,
4. Availability for the scheduled offerings,
5. Collegiality,
6. Other legitimate Employer factors, and
7. Length of continuous service with the Employer from the most recent date of 
hire. Three (3) consecutive semesters, not including summer, without a 
teaching assignment will be considered a break in continuous service.
When the number of same-designated candidates eligible for reappointment is greater than the number of available positions due to obligations to tenured or tenure-track faculty, budget considerations, enrollment or programmatic needs, criterion #7 shall be the deciding factor if the Dean determines the final candidates are equally suited for the available position(s).

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

In the event an employee’s assigned semester course load is reduced after the reappointment letter has been issued, the employee will be assigned additional duties commensurate with the reduced load for the remainder of that semester.

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

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

ARTICLE 25 – REVIEW OF DESIGNATION

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

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

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

-OR-

1. The employee has taught at least twelve (12) credit hours or eighteen (18) contact hours per week per semester for sixteen (16) fall and/or spring semesters in the last ten (10) academic years, and
2. The employee holds an advanced degree in any academic discipline.

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

ARTICLE 26 – ASSIGNMENT OF CLASSES

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

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

ARTICLE 27 – POSTINGS

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

ARTICLE 28 – ABSENTEE REPLACEMENT

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

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

If an FNTFO bargaining unit member covers for an FFA instructor, the replacement employee will be paid at the FNTFO overload rate for each class period taught.
ARTICLE 29 – CANCELLATION OF CLASSES

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

ARTICLE 30 – STUDENT COMPLAINT PROCEDURE

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

ARTICLE 31 – HOLIDAYS

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

ARTICLE 32 – LIFE INSURANCE

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

ARTICLE 33 – HEALTH, DENTAL AND OPTICAL COVERAGE

Employer Reserved Rights

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

Adjunct Instructor 1

Employees classified as Adjunct Instructor 1 are not eligible for health, dental and optical coverage. However, effective upon implementation of the Ferris 5 High Deductible Health Care Plan, employees classified as Adjunct Instructor 1 will be eligible to participate in that plan only, pursuant to the terms and conditions established
by the Employer; provided the employee pays the full premium through payroll deduction.

Adjunct Instructor 2

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

Adjunct Instructor 3

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

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

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

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

<table>
<thead>
<tr>
<th>Family</th>
<th>Two person</th>
<th>One person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of the month following ratification by the FSU Board of Trustees(^1)</td>
<td>$12,495</td>
<td>$7,767</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

**ARTICLE 34 – FLEXIBLE SPENDING ACCOUNT**

The Employer shall provide employees the following flexible spending account benefits pursuant to a qualified plan under Section 125 of the Internal Revenue Code:
1. Medical spending account,
2. Dependent care spending account, and
3. Insurance premium contributions.

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

ARTICLE 35 – TUITION WAIVER

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

Adjunct Instructor 1

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

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

Adjunct Instructor 2

Employees designated as Adjunct Instructor 2 shall be eligible to participate in the University's tuition waiver benefit program of up to nine (9) credit hours per semester with a maximum of twenty-four (24) credits per year. Such tuition waiver is only available during a semester that the Adjunct Instructor 2 has a course load. The employee may elect to transfer the tuition waiver benefit to an immediate family member consistent with University policy. Such employees may elect either the tuition waiver benefit or a contribution to a University sponsored retirement savings program, but may not elect both benefits. Effective July 1, 2016, employees designated as Adjunct Instructor 2 will be able to elect both the tuition waiver benefit and a contribution to a University sponsored retirement savings program.
Adjunct Instructor 3

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

ARTICLE 36 – RETIREMENT

Adjunct Instructor 1

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

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

Adjunct Instructor 2

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

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

Adjunct Instructor 3

Employees designated as Adjunct Instructor 3 shall be covered by one (1) Employer sponsored, non-MPSERS, retirement savings plan. The Employer will contribute ten percent (10%) of the employee’s gross earnings into the sponsored plan. If more than
one (1) plan is offered, the Employee shall select one (1) plan for which the Employer will make the contributions.

If an eligible employee does not select a retirement plan within thirty (30) calendar days of appointment, the Employer will designate a plan and deposit required contributions accordingly.

ARTICLE 37 – COMPENSATION

Salary

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

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

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

Effective July 1, 2015, employees below the minima will be increased to the minima or will receive a salary increase of one and a half (1.5%), whichever is higher. Employees who are paid above the minima shall receive a salary increase of one and a half percent (1.5%).
Effective July 1, 2016, the minimum salaries shall be as follows:

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

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

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

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

Effective July 1, 2017, employees who are paid above the minima shall receive a salary increase of two and one-quarter percent (2.25%).
Effective July 1, 2018, the minimum salaries shall be as follows:

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

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

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

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

Effective July 1, 2019, employees who are paid above the minima shall receive a salary increase of two percent (2%).
**Adjunct Instructor 1 Additional Pay**

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

**Titles**

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

**Overload**

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

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

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

**Summer Pay**

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

**Orientation Pay**

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

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

Lump Sum Payments

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

ARTICLE 38 – MEMBER DESIGNATION UPGRADES

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

ARTICLE 39 – JOINT TASK FORCE

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

ARTICLE 40 – TERM OF AGREEMENT

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

If either party desires to amend this Agreement, written notice to that effect shall be given to the other party by ninety (90) days prior to the termination date.
This Agreement shall expire at 11:59 PM on June 30, 2020, unless extended in writing by mutual agreement.

FOR THE UNION:

Sonya Alvarado
AFT Michigan, AFL-CIO

Linda Sherwood

Mary K. Bacon

Keith G. Calkins

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

3/4/16
LETTER OF AGREEMENT – MONITORING

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

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

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

THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to meet to discuss any issues arising as identified by the Union related to appointments, reappointments or non-reappointments. Such meeting(s) shall be conducted pursuant to the article entitled “UNION-EMPLOYER MEETINGS”.

2. Time limits for filing an individual grievance on the Dean’s decision to appoint, reappoint, not reappoint or that final candidates are equally suited for a position shall be tolled from the date of the individual letters until no later than the start of the fall or spring semester, as the case may be.

3. Any such grievances are subject to the language of the articles entitled “APPOINTMENTS”, “REAPPOINTMENTS AND NON-REAPPOINTMENTS” and “REVIEW OF DESIGNATION”.

4. This Letter of Agreement shall not change or alter any other provision of the collective bargaining agreement and/or any legal obligation of the Employer.

5. This Letter of Agreement shall expire consistent with the date of expiration of the collective bargaining agreement.

FOR THE UNION/DATE: 2-4-2016

Sonya Alvarado
AFT Michigan, AFL-CIO

FOR THE EMPLOYER/DATE:

Paul Blake
Provost/VP for Academic Affairs

Steve Stratton
Director of Labor Relations
Whereas, the Union and the Employer have engaged in good faith negotiations in an effort to reach agreement on the collective bargaining agreement between the parties, and

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

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

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

2. The designation as Adjunct Instructor 2 shall be in effect for the term of each listed employee’s current appointment period. If the employee is reappointed after the expiration of the current term of appointment, the designation of Adjunct
Instructor 2 shall not be reduced unless the employee has taught for two (2) consecutive semesters with a course load of less than twelve (12) credits per semester.

3. The listed employees shall each be considered as Adjunct Instructor 2 for the purposes of benefit eligibility as defined in the collective bargaining agreement.

4. This Letter of Agreement shall only apply to those employees listed in paragraph #1 above and shall not set a precedent for any other matters now pending or that may arise in the future between the parties.

5. Employees who receive their initial appointment to a bargaining unit position subsequent to the date of this Letter of Agreement shall be subject to the appointment, reappointment and designation of appointment process as outlined in the collective bargaining agreement.

6. This Letter of Agreement shall expire consistent with the date of expiration of the collective bargaining agreement.

FOR THE UNION/DATE: 2-4-2016

Sonya Alvarado
AFT Michigan, AFL-CIO

FOR THE EMPLOYER/DATE:

Paul Blake
Provost/VP for Academic Affairs

Mary Bacon
FNTFO President

Steve Stratton
Director of Labor Relations
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
ARTICLE 12 – UNION DUES AND REPRESENTATION FEES

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

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

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

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

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

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

An Employee paying the service fee or whose service fees have been deducted by the Employer from the Employee's salary may object to the use of the service fee for
matters not permitted by law. The procedure for making such objections is that officially adopted by the Union. A copy of the Union policy will be provided by the Union upon request of an employee covered by this Agreement.

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

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

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

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