

1.1. Agreement and Definitions

A. This Agreement, entered into this ~~19th~~ day of ~~July, 2013~~, is between the Board of Trustees of Ferris State University (hereinafter referred to as "FSU" or "University" or "the Employer") and the Ferris Faculty Association (hereinafter referred to as "FFA"), an affiliate of the Michigan Association for Higher Education MEA-NEA.

1.3. Recognition

C. Regular faculty rank above the level of instructor shall not be granted to staff who are not Board-appointed. ~~Faculty rank will be granted to personal counselors and admissions counselors in name only.~~

1.4. Summer

A. Determination of Summer Course Offerings Commencing Summer ~~2014~~2019:

Summer school offerings, herein defined as "courses/sections published in the Summer Bulletin," to be taught for full pay when minimum enrollments are met or pro rata pay when minimum enrollments are not met, will be determined by the Employer in a manner consistent with procedures for course/section determination during the regular academic year, except where modified as follows:

1. By ~~October-December~~ 15, department Members may suggest to their ~~department head, program director, or dean~~ or designee, as appropriate, those courses which might be taught during the summer semester.
2. By ~~November-January~~ 15, each ~~department head, program director, or dean~~ or designee where appropriate, shall have composed a list of potential summer school courses/sections for the following summer school semester. This list may include courses to accommodate students who are enrolled in programs that operate throughout the calendar year, students who are seeking to graduate at the end of the summer semester or the following academic semester, students who have been admitted to begin their programs in the summer, and students for whom FSU has an obligation to offer a supervised internship. It may also include such other courses deemed appropriate by academic deans, ~~department heads, or program directors~~ or designee(s).
3. Summer Course Offerings
 - a. ~~Guaranteed Summer Offerings~~
 - i. ~~The Employer will develop a list of guaranteed summer courses with session, day(s), and times that will be offered at full summer pay (See 7.7.A.2) and will be considered as administrative commitment to offer the courses.~~
 - ii. ~~The Employer will offer this list of courses by 5:00 p.m. of the first Friday of spring semester classes. Members will have until the beginning of early summer registration, generally the third week of spring semester, to select the courses(s) they will teach. Selection of courses will be determined by the summer rotation list.~~
 - iii.i. ~~Acceptance of summer teaching duties by Members will be considered as faculty commitment to fulfill those duties. Failure to fulfill that commitment will be reflected on summer rotation as if the course(s) had been taught.~~

b. ~~Enrollment-dependent Summer Offerings~~

~~i. In addition to Guaranteed Summer Offerings, other courses will also be open for student enrollment. These courses will not be guaranteed. Rather, formal offering of these courses will be enrollment-dependent. Courses in this category for which enrollments reach fifty percent (50%) of the academic year capacity (hereinafter "cap" rounded down to the nearest whole student) or fifteen (15) students, whichever is less, by the end of the first week of fall registration and continued summer registration shall not be canceled by the Employer. (Criteria for offering these courses may also include criteria outlined in Section 7.7.A.2.)~~

~~ii. Administrative commitment to offer these courses will become official as of 5:00 p.m. on the Friday of the first week of fall registration, generally the third week of March, and will be offered at full pay. Faculty selection and acceptance of enrollment-dependent courses for summer semester teaching assignments will become official at 5:00 p.m. Friday of the third week of fall registration, generally the end of the first week of April. Faculty selection and acceptance will be considered as faculty commitment to teach. Failure to fulfill that commitment will be reflected on summer rotation as if the course had been taught.~~

~~iii. The summer rotation system will be used to address these course additions.~~

c. ~~"Other" Summer Offerings~~

~~i. Courses added to the summer schedule after the end of the third week of fall registration will be offered for full pay. The summer rotation system will be used to address these additions.~~

~~i. The Employer reserves the right to add courses for full pay at any point in the registration process. The summer rotation system will be used to address these additions.~~

All summer course offerings for which enrollments reach fifty percent (50%) of the academic year capacity (hereinafter "cap" rounded down to the nearest whole student) or fifteen (15) students, whichever is less, by the ~~Wednesday after grades are due~~ Monday of finals week in May shall not be canceled by FSU, provided that there are qualified persons to teach the courses. Courses/sections for which enrollments do not reach fifty percent (50%) of cap (rounded down to the nearest whole student) or fifteen (15) students, whichever is less, may be canceled by FSU only when no qualified Member within the academic department is willing to teach the course/section for *pro rata* pay. However, FSU retains the right to

offer more than *pro rata* pay (within the restraints of the department summer teaching rotation list) to such a Member willing to teach such a course/section.

4. The dean ~~and the department head~~ or designee shall offer course assignments ~~and salary considerations~~ to Members within the seniority group consistent with the seniority group rotation list prior to making offers to other sources.

B. Compensation:

a. Salary for a full summer teaching load of courses/sections in which minimum enrollments are met, [i.e. fifty percent (50%) of cap (rounded down to the nearest whole student) or fifteen (15) students, whichever is less] shall be thirty-five percent (35%) of the Member's regular academic year salary.

b. Determination of enrollment for determining full pay shall be by the Wednesday after grades are due in May.

c. Salary for less than a full load, either in number of courses/sections, or in courses/sections which do not meet minimum enrollment requirements for full pay, will be compensated on a *pro rata* basis.

i. Salary for courses/sections will be pro-rated until official enrollment (as set out in paragraph ii below) reaches fifty percent (50%) of the official course cap or fifteen (15) students, whichever is less. Pro-rata will be based on fifty percent (50%) of the official course cap, or fifteen (15) students, whichever is less. (Examples: For a course with an official course cap of twenty (20) with an enrollment of nine (9), the faculty member will receive 9/10 of full pay for the course. For courses with an official course cap of greater than thirty (30), with an enrollment of 14, the faculty member will receive 14/15 of full pay for the course).

ii. Minimum compensation for *pro rata* courses/sections will be based on the official enrollment in the course section on the official count date.

~~i.iii.~~ Courses/sections taught for *pro rata* compensation do not affect an instructor's position on his/her summer teaching rotation list. However, such courses/sections, when not covered, shall be offered to instructors in a manner consistent with the operation of the summer teaching rotation list.

d. Under normal circumstances, it shall not be the practice of the Employer to pay a non-Member more than a Member would receive for teaching the same course. Exceptions shall be reported in writing by the provost/vice

president for Academic Affairs or designee to the FFA president ~~in writing~~ prior to the start of class.

10.6. Absentee Replacement

A. When a Member is absent other Members may, but are not required to, ~~fill temporarily the vacancy~~ voluntarily cover the ~~absent Member's~~ class(es) on a temporary basis, as a professional courtesy, without additional compensation for up to four (4) class periods of the same section. Replacement faculty must be approved by the ~~department head~~ dean or designee.

B. ~~If the vacancy is less than five (5) consecutive working days, the Member(s) filling the vacancy will do so as a professional courtesy without compensation.~~ If the ~~vacancy lasts for more than~~ absence exceeds four (4) consecutive ~~working days~~ class periods of the same section, upon written request, the replacement Member(s) will be paid at the overload rate for each class period, retroactive to the first period the replacement Member taught.

10.7. Personal Leave Day

A. Twelve (12) month ~~teaching faculty, personal~~ counselors, admissions counselors, ~~department chairs~~ and librarians are eligible for two (2) personal leave days each fiscal year.

B. Personal leave days are not cumulative from year to year.

C. The second of the personal leave days may be taken only if the Member has accrued sick leave and will be charged to sick leave.

D. Personal leave days will be scheduled as mutually agreed with the ~~department head~~ dean or designee.

12.2. Vacations

Twelve (12) month ~~Member teaching faculty, personal~~ counselors, admissions counselors, ~~department chairs and librarians~~ are eligible for twenty (20) days' -vacation each year which accrue at the rate of 6.15 hours/bi-weekly pay period.

Earned vacation must be taken no later than the end of the year following the year in which the vacation is earned. Vacation days will be scheduled as mutually agreed with the dean or designee.

13.2. Health Insurance

Except as prohibited by law, the Employer shall provide to all Members on pay status and eligible dependents the following MESSA benefits Options set forth below. Dependents shall be eligible to age 26, effective January 1, 2011.

A. Option 1 (MESSA-~~Pak-A~~Choices Saver Rx):

MESSA Choices Saver Rx, ~~\$100/\$200~~\$300/\$600 deductibles, with the ~~\$10/20~~\$10/40 Rx Rider ~~and the Preventative Care/Hearing Aid Rider~~.

Long Term Disability – 66 2/3%,
\$5,000 Maximum,
90 calendar days' modified fill,
Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision [TO BE INSERTED]; and
Delta Dental – [TO BE INSERTED]

B. Option 2 (MESSA-~~Pak-Choices-H~~Choices Saver Rx):

MESSA Choices-~~H~~Saver Rx with ~~\$10/20~~\$500/\$1000 deductibles, with the \$10/40 Rx Rider

Long Term Disability – 66 2/3%,
\$5,000 Maximum,
90 calendar days' modified fill,
Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision – [TO BE INSERTED]; and

Delta Dental – [TO BE INSERTED]

- C. Option 3 (MESSA- ABC & ABC Rx (Plan 1)
\$1350/\$2700 deductibles with the \$10/40 Rx rider.

Long Term Disability – 66 2/3%,
\$5,000 Maximum,
90 calendar days’ modified fill,
Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision –[TO BE INSERTED]; and
Delta Dental – [TO BE INSERTED]

- D. Option 4 (MESSA- ABC & ABC Rx (Plan 2)
\$2000/\$4000 deductibles with the \$10/40 Rx rider.):

Long Term Disability – 66 2/3%,
\$5,000 Maximum,
90 Calendar days’ Modified Fill,
Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-Year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision –[TO BE INSERTED]; and
Delta Dental – [TO BE INSERTED]

- E. Option 5 MESSA Pak B (Opt-out)

Long Term Disability – 66 2/3%,
\$5,000 Maximum,

90 Calendar days' Modified Fill,
 Pre-Existing Condition Waiver,
 Alcoholism/Drug – same as any other illness,
 Mental/Nervous-2-Year limitation, COLA;
 Negotiated Life – \$50,000 AD&D;
Vision – [TO BE INSERTED]; and
Delta Dental – [TO BE INSERTED]

Members electing MESSA-Pak B (Opt-out) shall also receive One Hundred Dollars (\$100.00) per month, less withholdings and deductions required by law, or, in lieu thereof, may elect to apply this amount to any of the Michigan Education Special Services Association Variable Option Plans and/or MEA Financial Services Tax Sheltered Annuities.

The Employer contributions toward medical health care benefits per plan year shall be as follows:

~~Plan year commencing July 1, 2013~~ Commencing the beginning of the month following final ratification, the Employer's annual contribution towards medical health care shall be ~~the statutory hard caps of:~~

Individual	<u>\$6,345</u>
Individual and Spouse	<u>\$13,002</u>
Family	<u>\$17,304</u>

For each benefit plan year thereafter (July 1 – June 30), for the term of the contract, the above contribution by the Employer will increase, but in no event to exceed, to either the percentage increase in the statutory hard caps (increased as set forth by the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq) or the amounts specified in the table below three percent (3%) (“Percentage Increase in Employer’s Cap”), whichever is less.:

<u>Plan Year</u>	<u>Percentage Increase in Employer’s Cap</u>
<u>7/1/14 – 6/30/15</u>	<u>3.75%</u>
<u>7/1/15 – 6/30/16</u>	<u>3.50%</u>
<u>7/1/16 – 6/30/17</u>	<u>3.25%</u>
<u>7/1/17 – 6/30/18</u>	<u>3.00%</u>

In the event the percentage increase in the actual premium or the percentage increase in the statutory hard caps are less than the percentage three percent (3%) increase in the Employer's cap in any of those years, then the difference between the percentage increase in the actual premium or statutory hard caps (whichever is lowest) and the percentage three percent (3%)

increase in the Employer’s cap shall be carried over and increase the Employer’s cap for the following year up to, but in no event to exceed the statutory hard cap. (Example: if for plan year 7/1/19 – 6/30/20 the statutory cap is 2.75% and the actual premium increase exceeds 3.00% then .25% would be added to the 7/1/20 – 6/30/21 Employer’s cap to make it 3.25%. (Example #1: if for plan year 7/1/14 – 6/30/15 the statutory cap is 2.75% and the actual premium increase exceeds 3.75%, then 1.00% would be added to the 7/1/15 – 6/30/16 Employer’s cap to make it 4.50%. Example #2: if for plan year 7/1/14 – 6/30/15 the statutory cap is 4.00% but the actual premium increase is 3.50%, then .25% would be added to the 7/1/15 – 6/30/16 Employer’s cap to make it 3.75%.)

For the plan year commencing July 1, 2013 Commencing the beginning of the month following final ratification, the Employer’s annual contribution toward any non-medical health care benefits such as long term disability, life, vision and dental, as described above in Option 3 (MESSA – PAK B) shall be:

Individual	<u>\$1,101</u>
Individual and Spouse	<u>\$1,701</u>
Family	<u>\$2,729</u>

For each benefit plan year thereafter, for the term of the contract, the above contribution by the Employer will increase, but in no event to exceed, to either the statutory hard caps (increased as set forth by the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq) or the amounts specified in the table below three percent (3%) (“Percentage Increase in Employer’s percentage Cap”), whichever is less:

<u>Plan Year</u>	<u>Percentage Increase in Employer’s Cap</u>
<u>7/1/14 – 6/30/15</u>	<u>3.75%</u>
<u>7/1/15 – 6/30/16</u>	<u>3.50%</u>
<u>7/1/16 – 6/30/17</u>	<u>3.25%</u>
<u>7/1/17 – 6/30/18</u>	<u>3.00%</u>

In the event the percentage increase in the actual premium or the statutory hard caps are less than the percentage increase in the Employer’s cap in any of those years, then the difference between the percentage increase in the actual premium or statutory hard caps (whichever is lowest) and the percentage increase in the Employer’s cap shall be carried over and increase the Employer’s cap for the following year up to, but in no event to exceed the statutory hard cap. (Example: if for plan year 7/1/19 – 6/30/20 the statutory cap is 2.75% and the actual premium increase exceeds 3.00% then .25% would be added to the 7/1/20 – 6/30/21 Employer’s cap to make it 3.25%. (Example #1: if for plan year 7/1/14 – 6/30/15 the statutory cap is 2.75% and the actual premium increase exceeds 3.75%, then 1.00% would be added to the 7/1/15 – 6/30/16 Employer’s cap to make it 4.50%. Example #2: if for plan year 7/1/14 – 6/30/15 the statutory cap is 4.00% but the actual premium increase is 3.50%, then .25% would be added to the 7/1/15 – 6/30/16 Employer’s cap to make it 3.75%.)

Individual Members are responsible for premium payments in excess of the Employer's maximum contributions. The Employer is authorized by this Agreement to deduct from Member's payroll checks, amounts in excess of the applicable maximum in order to cover full premium rates subject to the terms and conditions of the applicable policy(ies). Other family riders may be available to Members at their expense through payroll deduction.

Individual Members are responsible for all additional costs of improved dental coverage and any increases for coverage for term of Agreement. ~~Specifically, the difference in cost between Delta Dental 100/80S/80; \$3,000 annual max class I, II, III, sealants included 50A; \$3,200 lifetime max ortho, Adult Ortho included and the previous coverage which was 80/80/80; 1000-50; 1500 plan.~~

Members who provide acceptable "proof of coverage" and elect not to choose any of the above insurance options will receive One Hundred and Fifty Dollars (\$150) per month, less withholdings or deductions required by law, or, in lieu thereof, may elect to apply this amount to any of the Michigan Education Special Services Association variable option plans and/or MEA financial services tax sheltered annuities.

As insurance rate increases are announced at the beginning of each new plan year, the Association may change ~~the to a~~ plan design acceptable to the University in order to maintain a rate within the range Members are willing to pay, so long as the changes do not increase the Employer's premium contribution. Any money saved by the Employer in contributions towards medical health care premiums as a result of the Association switching to a HSA shall be used to fund employees' HSA by the Employer, or used to defray other health care costs, up to but in no event to exceed, the statutory hard caps.

The parties agree that health insurance benefits provisions shall be reopened for negotiation, upon request of either party, should the existing provisions generate a tax or penalty to the University under any state and/or federal health care legislation. In no event will the Employer be required to pay more than the obligations set forth in Section 13.2.

13.3. Flexible Spending Account:

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

- A. Medical spending account;
- B. Dependent care spending account; and
- C. Insurance premium contributions.

Funding shall be through salary deduction. The Employer will pay the cost of implementation and administration.

13.4. Payroll Deduction - MEA Financial Services Programs

A. The Employer shall make available to all Members payroll deduction for all MEA Financial Services programs and annuities.

B. Payroll deduction shall be available for all insurance programs as herein provided.

13.5. Implementation of Related Insurance Benefits

A. A Member receiving a paid leave of absence shall have all insurance benefits continue uninterrupted throughout the period covered by the paid leave of absence. "Paid leave of absence" does not include leaves of absence during which the Member is eligible for Workers' Compensation benefits.

B. A Member who is off work on a non-occupational sick leave of absence and who is not receiving paid sick leave may continue his/her insurance programs, to the extent available through the insurance carrier(s), by contributing the full premium for all desired insurance coverage on or before the first of the month in which the premium is due. These contributions may be made for a period of up to twenty-four (24) months or to the extent possible through the insurance carrier. In cases of occupational sick leave, provided it is available through the insurance carrier, the Member shall not be limited as to the period during which he/she may continue insurance coverage through the timely payment of premiums.

C. In the event that a Member dies, and providing that the health insurance policy permits, the Employer shall continue payments of applicable premiums for the spouse and/or dependents of the deceased through the month of the death and continuing for the following two months.

D. A Member assigned less than a full work load shall receive the same insurance benefits as Members assigned a full work load.

E. The Employer shall pay insurance premiums for all Members beginning:
September 1 for present employees;
The date of starting work for those hired after September 1.

Such coverage shall end on the Member's date of termination, or as to Members who complete the academic year but do not return for the following academic year, August 31, as applicable.

F. The open enrollment period shall be jointly established by the Employer, the FFA, and the insurance carriers. In the event the parties are unable to agree to a jointly-established open enrollment period, the open enrollment period shall be established by the insurance carrier.

~~F. There shall be an additional open enrollment period for a change to any health care plan in September, 2013, if requested by the FFA.~~

G. Terms and conditions for participation in the various benefit plans set forth above are contained in full in the applicable master policies or insurance contracts which govern in determining any questions regarding eligibility or benefits outlined in this Section.

14.2. Percentage Increase to Base Salary

A. Base salaries will be increased each July 1 for twelve (12) month Members and at the beginning of the academic year for ten (10) month Members. The amount of such increase for the years ~~2013~~2018-14-19 through ~~2017-18~~23 shall be as follows:

~~Prior to the addition of the percentage increase, for the 2013-2014 year only, \$1,350 shall be added to the base salaries for employees on the payroll the date of ratification by the FSU Board of Trustees.~~

1. ~~2013-14~~2018-19 – ~~1.50%~~ (effective upon final ratification)
2. ~~2014-15~~2019-20 – ~~1.50%~~
3. ~~2015-16~~2020-21 – ~~1.50%~~
4. ~~2016-17~~2021-22 – ~~1.50%~~
5. ~~2017-18~~2022-23 – ~~1.50%~~

B. Base salary is defined for this section only as that continuing contractual monetary commitment for services rendered according to primary contractual appointment and shall not include any additional monies received that are not specifically designated to become part of said contractual commitment.

C. The percentage increments set out at 14.2.A above shall be calculated after immediate past year promotion/merit increases are added to base salaries.

D. New faculty hires during each year of this Agreement shall be eligible for Section 14.2.A salary increases only if specifically provided for in their initial appointments.

14.3. Supplemental Market Adjustments

The Employer recognizes that to attract and retain qualified faculty it is necessary to make efforts to offer and maintain salaries that are competitive. To that end, the following salary supplemental market adjustment plan will be administered from ~~FY14~~FY19 through ~~FY18~~FY23.

A. ~~For the period FY14~~FY19 ~~FY18~~FY23, ~~the~~The Employer shall make \$300,000 available in ~~each of those~~ fiscal years 2018-19; 2019-20; 2020-21; 2021-22; 2022-23 for supplemental market adjustments.

B. These amounts will be used for supplemental market adjustments for eligible bargaining unit Members. In order to qualify, a Member must be eligible for the across-the-board salary increase described in 14.2 and have a salary below the mean for their discipline and rank as determined in 14.3.C. In addition, eligibility shall be determined according to the following criteria:

1. Any Member who has received a promotion/merit increase during the previous seven (7) years or who receives a promotion/merit increase during the period of this Agreement, or
2. Any tenured Member who has been determined in his or her post tenure performance review to have met or exceeded the performance expectations of the Employer in teaching, service and scholarship during the previous five (5) years, or
3. Any Member who has attained tenure during the past five (5) years or who attains tenure during the period of this Agreement, or
4. Any Member who has successfully completed the pre-tenure review process will qualify for a supplemental market adjustment for the year following that review.
5. Loss of Eligibility: Any Member who meets or exceeds the salary survey average by rank and discipline, who has not received a promotion/merit during the previous seven (7) years and is not eligible by means of successful completion of performance review, or who is currently not eligible for an across-the-board salary increase as provided in Section 14.2.A. shall be removed from consideration for a supplemental market adjustment.

C. Market Data: Supplemental market adjustments will be based upon the salary survey average by discipline and rank according to seniority group using the most current data available from the CUPA-HR, ASEE, ASCO, AACP, ASAHP, AACSB surveys preceding the committee's first meeting as provided in 14.3.C.1.

1. Updated survey averages shall be determined by a supplemental market adjustment committee comprised of two (2) bargaining unit Members appointed by the FFA and two (2) administrators appointed by the Employer. This committee shall meet annually and not later than June 1 of each year to review the data sources used for supplemental market adjustments.
2. Where appropriate, the same data sources used in the FY13-FY19 supplemental market plan shall be used in determining adjustments for bargaining unit Members being considered for supplemental market adjustments in FY14-FY20-23.

Disciplines falling outside of the [FY13-FY19](#) supplemental market adjustment plan will be reviewed and approved by this committee using the most current data available from CUPA-HR, ASEE, ASCO, AACP, ASAHP, [AACSB](#) surveys.

D. Supplemental Market Adjustment Calculation: The supplemental market adjustment to which any Member will be entitled shall be determined as follows:

1. Step 1: HR shall develop a spreadsheet showing the base salary in effect as of July 1 of the new fiscal year, adding first all promotion and merit salary increases approved during the previous academic year, and then applying the projected across-the-board salary increase for that year.

2. Step 2: HR shall compare the resulting total for each Member with the market averages identified in 14.3.C in order to identify eligible Members, excluding those whose Step 1 adjusted salaries equal or exceed the market average for that discipline and rank, or are otherwise ineligible to participate in the plan.

3. Step 3: HR shall total the number of eligible Members in order to apply the following formula. Those Members holding the rank of “professor” shall be eligible to receive a “full share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the Member’s salary to the level of the comparable survey average salary for his/her discipline and rank. Those Members holding the rank of “associate professor” shall be eligible to receive a “two-thirds share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the Member’s salary to the level of the comparable survey average salary for his/her discipline and rank. Those Members holding the rank of “assistant professor” or “instructor” shall be eligible to receive a “one-third share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the Member’s salary to the level of the comparable survey average salary for his/her discipline and rank.

EP = Number of eligible professors

EA = Number of eligible associate professors

EAI = Number of eligible assistant professors/instructors

FS = Adjustment amount (full share)

$(EP \times FS) + (EA \times (FS \times 2/3)) + (EAI \times (FS \times 1/3)) = \$300,000.00$ (or the amount as listed in Section 14.3.A above)

By example: (Assume 100 eligible professors, 100 eligible associate professors, and 100 eligible assistant professors/instructors; “X” is a “full share” adjustment)

$$100X + (100X \times 2)/3 + (100X)/3 = \$300,000$$

X (“full share”) = \$1500

professors “full share” = \$1500; associate professor “two-thirds share” = \$1000; assistant professor/instructor “one-third share” = \$500.

4. Step 4: Limitations

a. No supplemental salary adjustment shall exceed the survey average for each eligible Member’s respective discipline and rank.

b. The supplemental market adjustment amount for Members who elect a reduced load under Section 16 of this Agreement will be pro-rated in accordance with their workload.

5. Step 5: If the initial projected amount distributed through 14.3.D Steps 1 – 4 above results in a total of less than the total as listed in Section 14.3.A. above, the difference shall be allocated utilizing the procedure of Step 3 until the total as listed in Section 14.3.A above is fully allocated.

E. The supplemental market adjustments will take effect as of July 1 for 12-month Members and the beginning of the academic year for 10-month Members.

This plan is effective only from July 1, ~~2013-2018~~ through the expiration of this Agreement.

15.1. Promotion

Each college, the librarians, and the group composed of the personal counselors/admissions counselors shall establish or maintain a promotion committee, composed of Members, fifty percent (50%) of whom shall be appointed by the dean. Current promotion policies of college/group will continue and any changes will be implemented when approved by both the dean and a majority vote of the promotion committee.

The criteria and procedures shall include the following:

A. Members hired on or after January 1, 2019 must have attained tenure in order to be eligible for promotion.

B. Promotion policies will be limited to criteria and procedures for promotion to assistant professor, associate professor and professor.

C. Degree and credit hour requirements presently being utilized will continue as minimum standards for advancement.

D. Recommendations for exceptions to academic requirements will be considered when other conditions warrant (e.g., license or certification, additional professional experience, related professional recognition or achievement).

E. Merit increases are an addition to advancement in rank but not a substitute for such advancement. Hence, the criteria and procedures for merit increases are the same as for promotion with the following additions:

1. Merit increases can only be given to those who have been advanced in rank to the maximum rank consistent with their promotion credentials as defined by the appropriate college/group promotion policy.

2. A tenured bargaining unit Member is eligible to apply for a merit increase only after a minimum of four (4) years since his/her last advancement of rank or prior merit increase.

3. Consideration will be given only to accomplishments of the applicant since his/her last promotion or merit increase, or date of hire, whichever is more recent.

15.2. Promotion/Merit Procedures

A. For any academic year, each college/group shall have one (1) promotion/merit for every fourteen (14) bargaining unit Members. The number of promotions/merits available for each college/group shall be as follows:

Number of Bargaining Unit Members	Promotions/Merits
0 – 13	0
14 – 27	1
28 – 41	2
42 - 55	3
56 – 69	4
-etc.-	

B. Fractional Portions

1. Fractional portions shall be computed by dividing the number of bargaining unit Members in a college/group that exceeds the minimum number in the groupings above by fourteen (14) and then rounding to the nearest tenth.

Example: There are fifty (50) bargaining unit Members in a college/group. That college/group is entitled to three (3) promotions/merits. In addition, the college/group is entitled to carry over a fractional portion of six-tenths (.6) since fifty (50) exceeds forty-two (42) by eight (8) and eight (8) divided by fourteen (14) rounded to the nearest tenth is six-tenths (.6).

2. All fractional portions may be carried over by a college/group for use in future years. When the accumulated total of such fractions equals one (1.0) in a college/group, the college/group shall be entitled to an additional promotion/merit.

C. The candidate shall submit a portfolio to the promotion/merit committee. The portfolio shall include a narrative explaining, at a minimum and in clear and explicit terms, how the employee meets the college's eligibility criteria for promotion or merit. A copy of the narrative shall be submitted simultaneously to the dean for review.

Each college/group promotion committee shall be responsible for transmitting a list to the dean indicating:

1. The individuals applying for promotion within their college/group that it recommends for promotion/merit. The number of recommendations shall be equal to or less than the number of promotions/merits available for the college/group. If the number of promotions/merits is less than the number of promotions/merits available in the college/group, the unused promotions/merits may be carried forward for use in future years.

2. A rank ordering for all of the additional individuals approved for promotion/merit within the college/group.

3. If the dean believes a candidate does not meet the college eligibility criteria for promotion/merit, the dean shall call a meeting of the committee to discuss his/her concerns. If following this discussion, the committee does not change its recommendation, the dean may strike from the list the candidate in question and shall

provide in writing and in clear and explicit terms, to the candidate, committee and the provost/vice president for Academic Affairs, the reason the candidate was struck from the list based upon the college eligibility criteria for promotion/merit.

4. The decision by the dean to strike a candidate shall be automatically appealed to the provost/vice president for Academic Affairs. If the provost/vice president for Academic Affairs, upon review, agrees with the recommendation of the committee, the candidate shall be restored to the list in his or her original rank order. If the provost/vice president for Academic Affairs concurs with the dean, the recommendation shall automatically be forwarded to the president for review and decision. The president shall either concur with the recommendation of the committee or uphold the decision of the dean to strike the candidate. The president shall issue his/her decision in writing, explaining the basis for his/her decision in clear and explicit terms. The decision of the president of FSU is final, binding and not subject to arbitration.

4.5. The failure of the promotion/merit committee to comply with any of its obligations under Section 15 is exempt from the grievance process and the Employer shall have no liability because of such failure.

D. 1. The dean may add persons to the extra list generated by paragraph 15.2.C.2 in any position order which he/she believes is appropriate but not altering the relative order established by the college/group promotions/merit committee.

2. The dean shall forward the lists arrived at in sections 15.2.C and 15.2.D to the provost/vice president for Academic Affairs and the college/group promotion/merit committee.

E. Pending conclusion of any appeal under the provisions of 15.2.C.4, the provost/vice president for Academic Affairs shall forward the lists described in 15.2.D to the president who will recommend the lists arrived at in 15.2.C.1, as amended for any person(s) whose name was struck by the dean and not reinstated by the appeal process, to the Board of Trustees. In addition, the president shall recommend to the Board of Trustees twelve (12) individuals from the lists determined in 15.2.D.1 maintaining the rank order within each college/group. If promotion or merit is granted to an individual who fails to meet either the college/group criteria or contractual criteria for that promotion or merit, this promotion or merit shall not be counted as one of the twelve (12) promotions/merits granted by the president.

F. The provisions of this Section do not preclude the president from recommending to the Board such additional promotions/merits as he/she may deem appropriate (whether or not the bargaining unit Member is on any of the lists described above).

G. A Member who receives a promotion/merit shall be deemed to have been awarded an advancement of rank or merit increase with respect to Section 15 of this Agreement and with respect to any college/unit promotion/merit policy.

15.3. Compensation for Promotions/Merit

Compensation for Promotion

Upon promotion/~~merit~~ a bargaining unit Member shall receive an increase which in no case shall be less than:

Instructor to Assistant Professor	\$2,000
Assistant Professor to Associate Professor	\$3,000
Associate Professor to Full Professor	\$4,500

The above amounts shall be pro-rated up for twelve (12) month bargaining unit Members.

Compensation for Merit

Upon being granted merit a bargaining unit Member shall receive an increase which in no case shall be less than the amounts listed below consistent with the Member's current rank:

<u>Assistant Professor.....</u>	<u>\$2,000</u>
<u>Associate Professor</u>	<u>\$3,000</u>
<u>Full Professor</u>	<u>\$4,500</u>

The above amounts shall be pro-rated up for twelve (12) month bargaining unit Members.

15.4. Degrees

A. A Member who attains a new and higher degree from a fully accredited institution of higher education in his/her discipline or related field of study shall receive a salary increment added to his/her base salary in accordance with the schedule below, provided that the new degree is the first of its level held by the Member in his/her discipline or related field of study.

First baccalaureate	\$500
First masters in field of discipline.....	\$1000
First doctor's degree signifying professional curricula or specialist degree beyond masters in field of discipline.....	\$1250
First doctorate in field of discipline (generally the Ph.D. and Ed.D. or equivalent)	\$1500

B. A bargaining unit Member entering a new degree program in a discipline directly related to his/her teaching duties, or entering a program to obtain a second degree of the same level in his/her discipline or a related field may receive payment in accordance with the above schedule upon written approval, prior to entering such program, by the provost/vice president for Academic Affairs.

C. It is the intent of this section to provide the faculty Member with some adjustment to take account of his/her starting salary at the University when he/she lacked the degree in question.

D. Adjustments to salary under this section shall be effective the first complete pay period following completion of the degree requirements, as verified by the registrar of the applicable university or through its other official procedure.

Section 18 - OVERLOAD

A. Additional sections of academic courses requiring part-time instructional staff will be scheduled through the deans of the appropriate colleges. These sections may be staffed by Members of the full-time faculty, where schedules allow, on a voluntary basis, and acceptance on a voluntary basis of such extra assignment shall not make the extra or additional assignment a part of the Member's workload, nor shall such additional responsibilities in any way be subject to review of a Member's workload.

B. The deans of the appropriate colleges may allow Members of the full-time faculty to teach in the various programs according to the following criteria:

1. A Member with a full workload, including release time, may teach a maximum of ~~five (5)~~six (6) overload credit hours per semester under this policy;
2. Retrenched Members, qualified to teach an overload class pursuant to Section 7.6, shall have priority access to overload classes including priority over all qualified full-time Members;
3. A rotation list of interested Members from within the discipline will be maintained in the department office. A Member may withdraw his/her name from this list by mid-term of the preceding semester without his/her name being placed at the bottom of the list;
4. Selection of Members for these additional assignments shall be from the rotation list of qualified Members available and interested in the specific assignments;
5. Participation in this extra class responsibility will require full-time Members to be carrying full-time responsibilities, as defined by the departmental workload policy; and
6. These added responsibilities shall not conflict nor interfere with the full-time duties of the applicant. Any Member applying for extra class responsibility under this policy shall inform his/her department head in advance.

C. If all other factors are relatively equal, subject to B.2 above, consideration will first be given by the dean and department head to the best qualified candidates among those available from the Members within the seniority group before going to other sources. Final selection will be made by the deans and department heads.

D. The rate of payment for ~~these~~ lecture class responsibilities shall be \$85 per credit hour per week. Effective the beginning of the fall 2021 semester, the rate of payment for lecture class responsibilities shall be \$90 per credit hour per week. Effective the beginning of the fall 2022 semester, the rate of payment for lecture class responsibilities shall be \$95 per credit hour per week.

E. Lab classes will be paid at the rate of fifty percent (50%) of the above rate. [When calculating overload, contact hours must first be converted to credit hours pursuant to Section 7.2.A.iii.a.](#)

Section 19 - PART TIME INSTRUCTION

A. Recognizing that the use of non-bargaining unit temporary and part-time faculty is necessary for the efficient operation of the University, the Employer may establish and maintain full-time equated (FTE) non-bargaining unit temporary and part-time faculty not to exceed the following percentages (listed below) of Members except as set out in 19.B below.

~~FY10-FY19~~ and thereafter 19%

For the purposes of this provision, part-time and temporary non-bargaining unit faculty excludes clinical faculty, cooperative education, independent study work credited to department heads/school directors, up to one-half (1/2) load per semester taught by department heads/school directors, work performed because of a Member being on a leave of absence, work performed because of reduced workload under Section 16, non-bargaining unit temporary and part-time faculty teaching at any location other than the FSU campus located in Big Rapids, and any administrator within the division of Academic Affairs who teaches because there is no Member qualified and available.

The percentage of non-bargaining unit temporary and part-time faculty shall be determined annually by using the "unranked" faculty, adjusted for the exclusions in the above paragraph, ~~if necessary, in the HEIDI report submitted to the state by the Employer~~ as the numerator and the number of Members on the fall seniority report as the denominator.

B. In the event that non-bargaining unit temporary and part-time faculty exceeds the percentages referred to in Section 19.A, in the event any of such excess teach more than two standard workloads in a department for four (4) consecutive semesters, excluding summer semester and overloads, in an otherwise standard work assignment for a Member in that department, unless the need for teaching in such assignment has ended or will be reduced, upon the completion of the four (4) consecutive semesters, the Employer shall hire a full-time Member for each full-load equivalent beyond one (1) full-load assignment in that department.

C. No course shall be taught by a non-bargaining unit employee for more than one (1) semester unless such employee's credentials have been made available for review if written request is made by a majority of the Members in the department.

D. Whenever one-third (1/3) of the Members of a seniority group in which a course being taught by a non-Member petition for a new evaluation or whenever the department head determines that a new evaluation of the non-Member is necessary, the department head shall institute a new review.

Section 21 - DURATION OF CONTRACT

This Agreement shall be in effect from July 19, 2013 until 11:59 p.m., June 30, [20182023](#).

FERRIS FACULTY ASSOCIATION:

FERRIS STATE UNIVERSITY:

Appendix A

OTHER ELIGIBLE ADULTS

The parties agree to incorporate, in its original form, the following Letter of Agreement pertaining to Other Eligible Adults, into the collective bargaining agreement, but change the expiration date from June 30, 2013 to June 30, [20182023, provided that the medical insurance carrier allows such coverage](#).

The University reserves the right to terminate this benefit in the event the University could be subject to penalties for maintaining other eligible adult benefits.

FOR THE UNION:

FOR THE EMPLOYER: