

AGREEMENT

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

**July 1, 2025
through
June 30, 2030**

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Preamble

This Collective Bargaining Agreement is entered into on this day, July 1, 2025, 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.

Definitions

Unless otherwise specified, glossary terms mean:

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Term	Definition
Academic year	Two consecutive semesters beginning in the fall, excluding Wintermester and summer semester
Administrator	A non-bargaining unit University employee with supervisory or managerial responsibilities

Agree	Agree in writing
Agreement	The current collectively bargained agreement between the Ferris State University Board of Trustees and the Ferris Non-Tenure Faculty Organization/AFT-CIO
Appointment	An employee is appointed with a specific starting date and a specific ending date. Some appointments may cover an extended period of time
Appointment Letter	Letter of appointment as received by the employee from the university
By	When used with a date as a deadline means on or before 5:00 p.m. on the date
Collective Bargaining Agreement (CBA) / Contract	Agreement between Ferris State University and FNTFO/AFT
Course	Credit course
Day (when used to compute a period of time)	Calendar day exclusive of contractual holidays
Department	This term is synonymous with school. The smallest administrative unit to which a Member is assigned. In colleges without departments, the department is the college.
Department head, chair, or director	The administrator immediately responsible for a department. This term is synonymous with supervisor and director. In colleges or units without department head, chair, or directors, the dean would be the administrator immediately responsible for a department.
FMLA	Family and Medical Leave Act
HR	Human Resources

Layoff	An involuntary separation from employment that occurs after the appointment letter has been signed by an Employee but prior to the end of the employment period for which the appointment has been made
Member	A bargaining unit Member
Notice	Written notice
Provost/vice president for Academic Affairs	Provost/vice president for Academic Affairs or designee except as to Members reporting outside the division of Academic Affairs in which case it means the vice president of the division in which the Member is assigned.
Seniority	Length of continuous service with the Employer from the most recent date of hire. Three (3) consecutive semesters, not including summer or Wintermester, without a teaching assignment will be considered a break in continuous service, as will non-reappointment.
Unit	Synonymous with department and school
Vacancy	A bargaining unit position which the Employer posts as a board- appointed position.
Working Day	Monday through Friday on which University classes are scheduled at the Big Rapids campus

Section 1 – BASIC CONTRACT PROVISIONS

1.1 – 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

1. all nontenure-track faculty employed by Ferris State University except as otherwise excluded in **SECTION 1.1(B)** below,
2. Part-Time Writing Center Specialists

B. Excluded from the bargaining unit shall be:

1. Employees in other bargaining units.
2. Nontenure-track faculty in the Doctorate in Community College Leadership program, and 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 primary assignment involves supervising, coordinating, counseling or advising students as it relates to internships, student teaching, practicum and observation.
4. Visiting professors with tenure or tenure track status at another institution of higher education.
5. Persons given courtesy appointments who receive no compensation.
6. Employees who hold another non-instructional position with Ferris State University.
7. Administrators, supervisors, managers, department heads, department chairs, confidential employees and students.
8. Any employee whose regular work assignment is performed outside of the State of Michigan.
9. All other employees not expressly included in the bargaining unit as described in paragraph "A" above.

1.2 – TITLES

For purposes of this collective bargaining agreement employees will be officially designated as Part-Time Writing Center Specialist, Adjunct Instructor, or Lecturer. This does not preclude employees and/or departments from using other current working titles for personal identification purposes.

1.3 – 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 change or alteration is agreed upon in writing between the Employer and the Union.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

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

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

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

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

Option to Not Tender Dues

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

1.5 – NO STRIKE - NO LOCKOUT

So long as this Agreement is in effect, there shall be no strikes, sit downs, slowdowns, 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 their 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.

Section 2 – RIGHTS OF MEMBERS IN THE FNTFO

2.1 – NON-DISCRIMINATION

The Employer and the Union agree that discrimination against any employee for any reason shall be prohibited and will not be tolerated. To that end, the Employer and the Union shall adhere to the non-discrimination policies adopted

by the Board of Trustees and to applicable federal, state and local non-discrimination laws and regulations. Any revision of Board of Trustee policies and/or Human Resources Policies and Procedures to expand upon protections for employees over the course of this collective bargaining agreement will also be applied to this bargaining unit.

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

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

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

2.2 – 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 8 purports to undermine the Union in its legitimate collective bargaining activities.

2.3 – UNION PRESIDENT STIPEND

The Administration acknowledges the extra work required of the President of the FNTFO. Therefore, the Administration agrees to pay the President of the FNTFO a stipend for the Spring and Fall semesters equaling .25 FTE at the overload rate in this agreement.

2.4 – 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, they 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.

2.5 – MONITORING HIRING

1) The parties (Employer and Union) agree to meet to discuss any issues arising as identified by the Union related to appointments, reappointments or non-reappointments. Such meetings shall be conducted pursuant to section XXX "Union-Employer Meetings."

2) Time limits for filing an individual grievance on the Dean's decision to appoint, reappoint, or not reappoint shall start from the date of the individual letters, until no later than the start of Fall or Spring semester (as relevant).

3) In addition, time limits for filing an individual grievance to ensure that final candidates are equally suited for a position shall start from the date of the individual letters until no later than the start of the fall or spring semesters (as relevant).

4) Any such grievances are subject to the language of the articles entitled "Appointments," "Reappointments and Non-Reappointments," and "Review of Designation."

2.6 – 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.

2.7 – 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.

Section 3 – PROFESSIONAL CONDUCT

3.1 – 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 their 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.

3.2 – 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.

Section 4 – RIGHTS OF THE EMPLOYER

4.1 – 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.

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.

4.2 – 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. Any revision of Board of Trustee policies and/or Human Resource Policies and Procedures to expand upon the protections for employees over the course of this collective bargaining agreement will also be applied to this bargaining unit.

4.3– 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.

Section 5 – DURATION AND RENEWAL

5.1 – APPOINTMENTS AND TITLES

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.

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 Part-Time Writing Center Specialist, Adjunct Instructor, or Lecturer. Appointments and designation of employee status is the responsibility of the dean of each college pursuant to University policies and procedures.

Title	Length of appointment	Base Load
Part-Time Writing Center Specialist	One semester	≤ 28 hours per week
Adjunct Instructor	One semester	≤12 credit hours
Lecturer	1 to 3 years	12 credit hours per semester

A. Part-Time Writing Center Specialist

An employee designated as a Part-Time Writing Center Specialist is hired in the part-time classification in the Writing Center. An appointment shall be for one (1) semester, based upon the needs of the University.

B. Adjunct Instructor

An employee designated as Adjunct Instructor 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. An employee designated as Adjunct Instructor when initially hired must possess a degree in the academic

discipline assigned to meet all/any applicable accreditation and college/department requirements.

The Adjunct Instructor is hired on a semester-by-semester basis with a base load of 12 credit hours or less.

C. Lecturer

An employee designated as Lecturer when initially hired must possess a degree in the academic discipline assigned to meet all/any applicable accreditation and college/department requirements. 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 eighteen (18) credit hours or twenty-seven (27) 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.

Adjunct Instructors or Lecturers 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.

5.2 - LAYOFFS

A layoff is an involuntary separation from employment under this Agreement that occurs after an appointment letter has been signed by an Employee but prior to the end of the employment period for which the appointment has been made.

Layoffs shall be by department and rank as specified below provided the employees who are not being laid off are qualified to perform the remaining assignments. Part-Time Writing Center Specialists are to be laid off within their own area.

Subject to the foregoing, the priority of layoffs among the ranks shall be as follows:

1. Adjunct Instructors with part-time <12 hr assignments.
2. Adjunct Instructors with full-time 12+ hr assignments.
3. Lecturers.

Within the ranks above, the respective Dean has the discretion to determine the order of layoffs based on qualifications followed by time of service in rank.

Written notice of layoffs shall be provided by the Employer, with copies to the Union, as soon as possible after the decision is made. This notice shall include the reason(s) for the layoff and where applicable, information regarding benefits.

5.3 – REVIEW OF DESIGNATION

An Adjunct Instructor may submit a written application (form in Appendix X) to the Dean to be considered for designation as Lecturer 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 eight (8) consecutive fall and/or spring semesters in the last four (4) academic years, and
2. The employee holds a degree in the academic discipline assigned to meet all/any applicable accreditation and college department requirements.

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.

5.4 – 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 their schedule preferences.

5.5 – REAPPOINTMENTS AND NON-REAPPOINTMENTS

- A. 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. Other legitimate Employer factors, and
6. Seniority, defined as length of continuous service with the Employer from the most recent date of hire. Three (3) consecutive semesters, not including summer or Wintermester, 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 #6 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 #6 shall be the deciding factor if the Dean determines the final candidates are equally suited for the available position(s).

- B. 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.

5.6 – NOTIFICATION

A. 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.

B. Bargaining unit members shall be notified of reappointment or non-reappointment as soon as possible and ideally no later than the following dates:

Title	Notification Date
Part-Time Writing Specialist	Summer – May 1 Fall – August 1 Spring – December 1
Adjunct Instructor	ASAP
Lecturer	June 1

When notification cannot be made by these dates, the department will provide employees with an explanation of why the notification cannot be made.

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

Section 6 – WORKING CONDITIONS

6.1 – FNTFO EMPLOYEE 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 Lecturer. Adjunct Instructors not sharing assigned office space will be provided a dedicated computer. Adjunct Instructors 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.

6.2 – 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, they 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 they are 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.

6.3 – 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 their employment, associated actual costs will be paid by the Employer, subject to standard University policies.

The Employer agrees to set aside no less than \$15,000 per academic year to the Union for professional development. A joint Union-Management Committee will be established to oversee the disbursement of these funds.

6.4 – 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 their 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 their 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 at least once during the appointment period, with the University reserving the right for additional evaluations during any multi-year appointment periods to be performed by the Dean or designee.

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

6.5 – POSTINGS

When the Employer determines that a Lecturer 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 positions shall be posted regionally and/or nationally, as determined by the Dean. Adjunct Instructor and Part-Time Writing Center Specialist 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 occur.

6.6 – 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.

6.7 – 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.

Section 7 – GRIEVANCE

7.1 – GRIEVANCE PROCEDURE

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

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

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

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

Attendance at grievance meetings is limited as specified herein unless the parties 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.

Section 8 – LEAVE OF ABSENCE

8.1 – 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.

8.2 - MEDICAL LEAVE

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 Lecturer, a medical leave shall not exceed one calendar year. For employees classified as Adjunct Instructor or Part-Time Writing Center Specialist, 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.

8.3 - 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.

8.4 – JURY DUTY

An employee called to serve on jury duty must notify their supervisor as soon as possible. If selected as a juror, the employee will be excused from their 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.

8.5 – SICK DAYS

Employees designated as Part-Time Writing Center Specialists will accrue sick time at the rate of one (1) hour for every thirty (30) hours worked based on hours entered into the University's timekeeping system. Part-Time Writing Center Specialists may carry over up to 72 hours of unused sick time per benefit year.

Employees designated as Adjunct Instructors will accrue sick time at the rate of one (1) hour for every thirty (30) hours worked based on the number of hours provided in the assignment letter. Adjunct Instructors may carry over up to 72 hours of unused sick time per benefit year.

Employees designated as Lecturer will accrue sick time at the rate of one (1) hour for every twenty (20) hours worked. Consistent the with Earned Sick Time Act (ESTA), Lecturers, as full-time employees, are assumed to work forty (40) hours a week during their appointment period. Lecturers' unused sick time will carry over to the new benefits year.

Sick time does not accrue on any unpaid leave time or pay for worker's compensation.

An employee on a leave of absence without pay will not accrue sick time during leave.

For purposes of earned sick time under ESTA, a break in service means the employee is not actively employed with the University and does not have an active assignment. For employees who work the full academic year, summer semester is not considered a break in service.

Sick time is to be used consistent with the Human Resources Policy and Procedures.

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 timekeeping system and to provide verification. If there is a question about the availability or use of sick time, Human Resources will be the final decision maker.

Sick time may be used in increments of one (1) hour for exempt employees and six (6) minutes increments for non-exempt employees and may be taken for serious health conditions and medical appointments for the employee or immediate family member and other reasons outlined in the University's Human Resources Sick Leave Policy. An employee may be requested to provide satisfactory proof of medical condition or disability, or of the ability to return or continue work by Human Resources and as outlined in the Human Resources Policies and Procedures.

8.6 - BEREAVEMENT

Any FNTFO member shall be eligible for up to four (4) 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 their 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 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.

In the event the definitions of "immediate family members" or "other designated individuals or family members" are expanded, or the number of maximum work days granted are increased by the Bereavement Days HR Related Policies and Procedures (HRPP), it will also be applied to the employees covered by this CBA.

8.7 – 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 Closing or Cancelling of Classes Policy. Employees are not expected to report for work when classes are cancelled.

8.8 – HOLIDAYS

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

Section 9 – FRINGE BENEFITS

9.1 – LIFE INSURANCE

A. Employees designated as Lecturer 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.

B. FNTFO members shall have the option of purchasing additional coverage at their own cost subject to availability from the provider.

9.2 – 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 Instructors and Part-Time Writing Center Specialists

Employees classified as Adjunct Instructors or a Part-Time Writing Center Specialist are not eligible for employer paid health, dental and optical coverage. However, employees classified as Adjunct Instructor or Part-Time Writing Center Specialist will be eligible to participate in the Ferris 4 or Ferris 5 High Deductible Health Care Plan only, pursuant to the terms and conditions established by the Employer; provided the employee pays the full premium through payroll deduction. Coverage is through the end of the month in which the appointment ends.

Lecturers

Employees classified as Lecturer are eligible to participate in the health, dental and optical coverage offered by the Employer for 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), 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 Lecturer 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.

<u>Effective Date</u>	<u>Family</u>	<u>Two person</u>	<u>One person</u>
July 1, 2025 ¹	\$16,026.98	\$9,963.76	\$4,983.58

¹For eligible employees, coverage will commence effective July 1, 2025 or the first day 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, a Lecturer 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 may receive \$98.10 per pay (note this is paid over the 19 pays benefits are deducted) 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. 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, they 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.

9.3 – 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 University will pay the cost of implementation and administration.

9.4 – TUITION WAIVER

Details and application forms are available through the Human Resources office.

Adjunct Instructor and Part-Time Writing Center Specialist

Employees designated as Adjunct Instructor and Part-Time Writing Center Specialist 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 has a course load and is pursuant to IRS regulations and HRPP and Board Policies as may be amended over the course of the CBA.

A tuition waiver benefit of up to four (4) credit hours per semester is available to Part-Time Writing Center Specialists who work at least twenty (20) hours per week, or Adjunct Instructors 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.

Lecturer

Employees designated as Lecturer 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 Lecturer has a course load and is pursuant to IRS regulations, HRPP and Board Policies as may be amended over the course of the CBA.

9.5 – MILEAGE

1. FNTFO members who have the mileage compensation built into their salary and referenced in their appointment letter will continue to receive the amount for as long as they are reappointed to similar assignments. This will include: Jennifer Fong and Kathy Wykes.
2. A non-reappointment will be grounds to discontinue the amount for any future appointments occurring after the non-reappointment.
3. For members not mentioned in #1, mileage will be provided as allowed for by the IRS and/or the University's travel reimbursement policy, which may be revised from time to time.

Section 10 – COMPENSATION

10.1 – SALARY

Actual salaries may not be lower than the minimum salaries described below¹. Upon recommendation of the Department, the Dean of the hiring College may

¹ Excludes non-tenure track faculty affected by the Adjunct 2 Reclassification to Lecturer Letter of Agreement.

approve compensation above the minimum salary rate. Each letter of appointment will contain the actual salary to be paid to each employee.

Yearly increases to minimums:

2025-2026: 3%

2026-2027: 3%

2027-2028: 3%

2028-2029: 3%

2029-2030: 3%

Effective July 1, 2025, the minimum salaries shall be as follows:

Part-Time Writing Center Specialist		\$19.38 per hour
Adjunct Instructor <12 credits hours		\$1,314 per credit hour
Adjunct Instructor <12 credits hours	Advanced degree in primary academic discipline	\$1,416 per credit hour
Adjunct Instructor = 12 credit hours		\$20,921 per semester
Adjunct Instructor = 12 credit hours	Advanced degree in primary academic discipline	\$22,145 per semester
Lecturer		\$47,245 per 9 months
Lecturer	Terminal degree in primary academic discipline	\$52,705 per 9 months

Effective July 1, 2025, employees who are paid above the minima shall receive a salary increase of three percent (3.0%).

Effective July 1, 2026, the minimum salaries shall be as follows:

Part-Time Writing Center Specialist		\$19.96 per hour
Adjunct Instructor <12 credits hours		\$1,353 per credit hour
Adjunct Instructor <12 credits hours	Advanced degree in primary academic discipline	\$1,458 per credit hour
Adjunct Instructor = 12 credit hours		\$21,549 per semester

Adjunct Instructor = 12 credit hours	Advanced degree in primary academic discipline	\$22,809 per semester
Lecturer		\$48,663 per 9 months
Lecturer	Terminal degree in primary academic discipline	\$54,286 per 9 months

Effective July 1, 2026, employees who are paid above the minima shall receive a salary increase of three percent (3.0%).

Effective July 1, 2027, the minimum salaries shall be as follows:

Part-Time Writing Center Specialist		\$20.55 per hour
Adjunct Instructor <12 credits hours		\$1,394 per credit hour
Adjunct Instructor <12 credits hours	Advanced degree in primary academic discipline	\$1,502 per credit hour
Adjunct Instructor = 12 credit hours		\$22,195 per semester
Adjunct Instructor = 12 credit hours	Advanced degree in primary academic discipline	\$23,493 per semester
Lecturer		\$50,122 per 9 months
Lecturer	Terminal degree in primary academic discipline	\$55,915 per 9 months

Effective July 1, 2027, employees who are paid above the minima shall receive a salary increase of three percent (3.0%).

Effective July 1, 2028, the minimum salaries shall be as follows:

Part-Time Writing Center Specialist		\$21.16 per hour
Adjunct Instructor <12 credits hours		\$1,436 per credit hour
Adjunct Instructor <12 credits hours	Advanced degree in primary academic discipline	\$1,547 per credit hour
Adjunct Instructor = 12 credit hours		\$22,861 per semester

Adjunct Instructor = 12 credit hours	Advanced degree in primary academic discipline	\$24,198 per semester
Lecturer		\$51,625 per 9 months
Lecturer	Terminal degree in primary academic discipline	\$57,592 per 9 months

Effective July 1, 2028, employees who are paid above the minima shall receive a salary increase of three percent (3.0%).

Effective July 1, 2029, the minimum salaries shall be as follows:

Part-Time Writing Center Specialist		\$21.79 per hour
Adjunct Instructor <12 credits hours		\$1,479 per credit hour
Adjunct Instructor <12 credits hours	Advanced degree in primary academic discipline	\$1,593 per credit hour
Adjunct Instructor = 12 credit hours		\$23,547 per semester
Adjunct Instructor = 12 credit hours	Advanced degree in primary academic discipline	\$24,924 per semester
Lecturer		\$53,174 per 9 months
Lecturer	Terminal degree in primary academic discipline	\$59,320 per 9 months

Effective July 1, 2029, employees who are paid above the minima shall receive a salary increase of three percent (3.0%).

Adjunct Instructor 2 Reclassification

Employees formerly classified as Adjunct Instructor 2 will be re-classified as Lecturers and advance to the newly established Lecturer minimums in accordance with the Adjunct Instructor 2 Reclassification to Lecturer Letter of Agreement.

10. 2 - 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 equal to the respective rate for full-time tenured/tenure-track faculty per overload lecture hour overload lab hour.

10.3 – SUMMER PAY

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

10.4 – WINTERMESTER

Wintermester courses are implemented as an expedited semester between fall and spring semesters. Wintermester courses will be made available to members of the bargaining unit after qualified, tenured, and tenured-line faculty have been assigned. Available Wintermester courses shall be posted for bargaining unit members to express interest in teaching. Assignment of courses shall be at the discretion of the Employer and consistent with department policy. Teaching Wintermester courses will have no bearing on the employee's load during fall or spring semesters. Payment for teaching during Wintermester shall be at the Overload rate identified in the CBA.

10. 5 - 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.

10.6 – CONTACT HOUR PAY

One (1) contact hour is equal to .6667 of one (1) credit hour. Compensation for contact hours will be calculated by multiplying each contact hour by .667 to determine the credit hour equivalent, then multiplying by the credit hour rate of pay

10.7 – PAY PERIODS

Lecturers who work the full academic year are defaulted to a 20 pay period. Individuals may elect to receive pay pro-rated over 26 pays consistent with the Employer's payroll procedures. Interested employees must notify Human

Resources no later than August 1st of each year to select the 26 pay option. Once selected, the option is irrevocable until the subsequent academic year.

Section 11 – RETIREMENT

11.1 – RETIREMENT ELIGIBILITY

The definition of being eligible to retire is that the employee has worked full-time at the University for:

- A. Thirty (30) years or meets the eligibility requirement of the full thirty (30) year MPSERS retirement, or
- B. Is at least fifty-five (55) years of age and has worked for the University for at least fifteen (15) years of full-time employment, or
- C. Is at least sixty (60) years of age and has worked for the University for at least ten (10) years of full-time employment.

Notice of retirement: An employee must provide notice of retirement by March 15 for a May retirement and by September 15 for a December retirement.

Note: Employees who voluntarily leave the University's employment but have not met the above eligibility or notice requirements will be considered to have resigned.

11.2 RETIREMENT CONTRIBUTION

Adjunct Instructor

Employees designated as Adjunct Instructor 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.

Lecturer

Employees designated as Lecturer 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.

Section 12: CONCLUDING ELEMENTS

12.1 – JOINT TASK FORCE

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

12.2 – 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 July 1, 2025.

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, 2030.

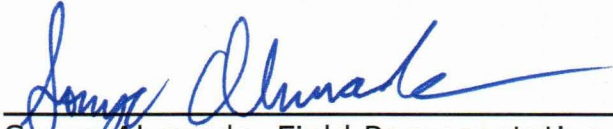
FOR THE UNION:



Diane Jackson, FNTFO President



Cynthia Milligan, FNTFO Treasurer

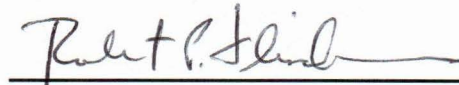


Sonya Alvarado, Field Representative
AFT-MI

FOR THE EMPLOYER:



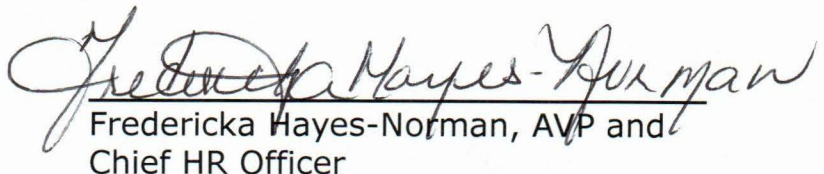
Bill Pink, President



Bobby Fleischman, Provost

 11/10/25

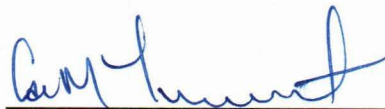
Michael Garrity, Director of Labor
Relations



Fredericka Hayes-Norman, AVP and
Chief HR Officer



Logan Jones, Interim Associate
Provost



Cassie Tennant, AVP for Finance

Letter of Agreement – ADJUNCT INSTRUCTOR 2 RECLASSIFICATION TO LECTURER

Ferris State University (University)
Ferris Non-tenure Track Faculty Organization (Union)
Adjunct Instructor 2 Reclassification to Lecturer

LETTER OF AGREEMENT

Whereas, the University and the Union are parties to a Collective Bargaining Agreement (CBA), and have been engaged in good faith negotiations to reach agreement on the successor CBA to the CBA expired June 30, 2025, and

Whereas, the parties have spent many hours discussing the designation of status of employees covered by the CBA, and the feasibility of consolidating three non-tenured track classifications (Adjunct Instructor 1, 2, 3) into two non-tenured track classifications (Adjunct Instructor, Lecturer), and

Whereas, the CBA sets a minimum salary rate for represented classifications, while allowing for compensation above the minimum at the discretion of the Dean and upon recommendation of the Department, and

Whereas, the CBA sets requirements needing to be met, and an application process, for classification designation review and consideration by the respective Dean, and

Whereas, the parties have discussed, and arrived at agreement on, the future "Lecturer" designation status of employees currently designated as "Adjunct Instructor 2", including the applicable minimum salary rate for each employee in each year of the successor CBA, and

Whereas, the parties desire to set forth an agreement in writing, therefore

THE PARTIES AGREE AS FOLLOWS:

1. The University and Union agree that the following individuals currently classified as "Adjunct Instructor 2", will be reclassified into the "Lecturer" title upon ratification of the successor CBA without needing to undergo the application, review and consideration called for in the Review of Designation Section of the CBA:

Bacon, Mary K	Rescoe, Sarah B
Borst, Trudy M	Rizzo, Anna M
Cosper, Jessica D	Schoenlein, Beth C
Fitzwilliams-Heck, Cynthia J	Sherwood, Linda M
Fong, Jennifer L	Shetty, Dharmalaxmi P
Foos, Scott E	Swinkunas, Bernadette
Johnson, John W	Vought, Lynette M
Nelson, Laurie A	
2. The University and Union agree that each identified individual has their own individualized minimum salary level at which they may not be paid less than while designated as a "Lecturer", and each individualized minimum salary level has been calculated to bring all members to the same minimum salaries in year 2029-2030 of the CBA.
3. The University and Union agree that the individualized minimum salary levels, and thereby minimum increase per individual, for each year of the CBA are captured on the chart attached to this Letter of Agreement as Attachment A.
4. The University and Union agree that this Letter of Agreement applies only to minimum salary level, and all other applicable terms of employment and benefits otherwise

Ferris State University (University)
Ferris Non-tenure Track Faculty Organization (Union)
Adjunct Instructor 2 Reclassification to Lecturer

available to the "Lecturer" classification under the negotiated CBA apply to the individuals identified above effective with their reclassification upon ratification.

5. This is the entire agreement between the parties, and this agreement shall expire consistent with the date of expiration of the CBA.

Diane Jackson
7/10/25

Mike Kautz
7/10/25

Appendix A - FNTFO MEMBERSHIP DUES AUTHORIZATION

Ferris Non-Tenure Track Faculty Organization

AFT Michigan

LOCAL #6528

Membership Authorization

I hereby authorize the following deduction(s) from my salary checks, and the remittance of these deductions(s) to the indicated agencies.

Employee ID _____



Job Title/Position

- ☐ Part-Time Writing Center Specialist
- ☐ Part Time Adjunct
- ☐ Full-Time Adjunct
- ☐ Lecturer

Full Name _____

Pronouns _____

Personal (Non-Work) Email _____

Employer Provided Email _____

Cell Phone _____

College / Department(s) / Office

Location _____

Home Address

Street Address_____

City_____ State_____ Zip_____

Signature_____

FNTFO_____

SAMPLE

Received by FNTFO

Updated 10/25

HR date

Appendix B – CHANGE OF DESIGNATION APPLICATION

I, _____, have been teaching at Ferris State University for eight (8) consecutive fall/spring semesters.

The semesters are:

I am requesting a review for a change in designation to Lecturer in accordance with Section 5.3: Review of Designation in the FNTFO Bargaining Agreement.

Signature

Date

FNTFO Executive Board Member

Date

- Must be submitted no later than January 15 for a change the following FALL semester.
- Please send this letter to the Dean of your college at Ferris State University and a copy to the FNTFO.
- If possible, please include your Letters of Appointment with this copy.

Oct. 25

Appendix C – FNTFO GRIEVANCE FORM

Grievance Process Summary

Step 1 – Immediate Supervisor Discussion

- Within 20 business days of knowledge of issue
- Employee discusses grievance with supervisor
- Supervisor issues a response

Step 2 – Dean/Administrator

- Union files within 10 business days of Step 1
- Meeting within 10 business days
- Written response due in 10 business days

Step 3 – Vice President/Designee

- Appeal filed within 10 business days of Step 2 response
- Meeting within 10 business days
- Written response due in 10 business days

Step 4 – Arbitration

- Union notifies within 20 business days of Step 3
- Demand to AAA within 10 business days
- Arbitrator's decision is final & binding
- Costs shared equally by Union & Employer

Step	Deadline	Action
Step 1: Immediate Supervisor	20 business days	Discuss grievance, supervisor responds
Step 2: Dean/Admin	10 business days	Union files grievance; meeting & response within 10 days
Step 3: VP/Designee	10 business days	Union appeals; meeting & response within 10 days
Step 4: Arbitration	20 business days	Union notifies; AAA filing in 10 days; final decision

Individual Grievance Numbering_ Year, 0xx (ex. 25011)

Group Grievance Numbering_ GG Year 99x, (ex. GG25990)

Note: Please refer to grievance procedure found in section 7.1 in the FNTFO 2025-2030 CBA.

If additional space is needed under any step, please attach additional sheet(s) of paper.

Grievance No _____

Date Filed _____ Name of Grievant _____

(20 days from this date for a meeting and response)

Nature of Grievance:

Article / Section(s) Violated:

Relief Sought:

Signature of Grievant: _____

Signature of Union Official: _____

Step One: Discussion with Immediate Supervisor (See Section 7. Pg. 32)

Date of Discussion with Immediate Supervisor _____
(10 days for meeting and response)

Disposition by Immediate Supervisor

Signature of Immediate Supervisor: _____

Step Two: Dean or Other Appropriate Administrator (See Section 7. Pg. 32)

Date received by Dean or Other Appropriate Administrator: _____

(10 days for meeting and response)

Disposition by Dean or Other Appropriate Administrator:

Signature of Dean or Other Appropriate Administrator: _____

Step Three: Vice President or Designee (See Section 7. Pg. 33)

Date received by Vice President or Designee: _____

(10 days for meeting and response)

Disposition by Vice President or Designee:

Signature of Vice President or Designee:

Step Four: Arbitration (See Section 7. Pg. 33)

Date submitted to Arbitration: _____

(20 days for meeting and response)

Signature of Union Representative:

SAMPLE