

AGREEMENT

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

**July 1, 2020 through
June 30, 2024**

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1 **ARTICLE 1 – PREAMBLE**

2 This Collective Bargaining Agreement is entered into on this day, July 1, 2020, by the
3 Ferris State University Board of Trustees, hereinafter referred to as “the Employer” or
4 “the University”, and the Ferris Nontenure-Track Faculty Organization, American
5 Federation of Teachers Michigan, AFL-CIO, hereinafter referred to as “the Union” or
6 “the FNTFO”

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

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

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

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

22 **ARTICLE 2 – RECOGNITION**

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

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

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

25 **ARTICLE 3 – SCOPE OF AGREEMENT**

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

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

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

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

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

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

15 **ARTICLE 4 – NON-DISCRIMINATION**

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

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

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

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

1 **ARTICLE 5 – HARASSMENT**

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

7 **ARTICLE 6 – HEALTH AND SAFETY**

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

14 **ARTICLE 7 – MANAGEMENT RIGHTS**

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

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

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

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

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

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

21 **ARTICLE 8 – UNION RIGHTS**

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

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

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

38 The Union may use campus mail for distribution of material. Such material will be
39 distributed through the college or department office personnel using customary
40 procedures. Copies of all material to be distributed in this manner shall be provided to
41 the provost before distribution. United States mail that is received by the Employer

1 bearing the name of the employee with a correct specific campus address will be
2 distributed to the employee in the normal manner.

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

7 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.

9 **ARTICLE 9 – INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

31 **ARTICLE 12 – UNION DUES**

32 FNTFO members may authorize the Employer, by executing the proper forms as
33 provided by the Employer, to make a prorated automatic payroll deduction on
34 consecutive pay periods for FNTFO dues. The Employer will have no obligation to
35 deduct or remit the dues payable for the account of any member for any pay date where
36 their withholding authorization reaches the Payroll Office later than the pay ending date
37 for each pay period one (1) week prior to each pay date.

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

4 **Option to Not Tender Dues**

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

11 **ARTICLE 13 – GRIEVANCE PROCEDURE**

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

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

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

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

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

30 **Step 1 - Discussion**

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

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

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

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

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

14 **Step 3 - Provost or Designee**

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

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

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

29 **Step 4 - Arbitration**

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

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

1 Union and the Employer shall share equally all administrative fees of the AAA.

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

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

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

19 **ARTICLE 14 – PERSONNEL RECORDS**

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

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

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

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

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

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

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

7 **ARTICLE 15 – DISCIPLINE AND DISCHARGE**

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

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

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

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

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

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

32 **ARTICLE 16 – LEAVE OF ABSENCE**

33 **Military**

34 An employee required to perform military service will be granted a leave of absence for
35 training or active duty in accordance with state and/or federal law. An employee
36 requesting military leave must present the proper documents to the department
37 supervisor who will notify Human Resources and Payroll. Employees returning from

1 military leave will be treated in accordance with state and/or federal law. More details
2 are available in the Human Resources Personnel Policies.

3 **Medical**

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

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

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

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

26 **Personal**

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

34 **Jury Duty**

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

1 **Sick Days**

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

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

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

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

23 **Bereavement Days**

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

29 For purposes of bereavement leave, immediate family members shall include current
30 spouse, mother, father, child, son-in-law, daughter-in-law, stepchild, stepparent (current
31 spouse of parent), sister, brother, grandchild, grandparent, or parent of spouse.
32 For purposes of bereavement leave, other designated individuals or family members
33 shall include aunt, uncle, niece, nephew, sister-in-law, brother-in-law, or any person with
34 whom the employee is presently making their home.

35 Depending upon the University's work schedule, the approved number of days off from
36 work may vary but will not exceed the allowable maximums. Approved bereavement
37 days must be consecutive and coincide with the date of the funeral/memorial services.
38 If the employee does not attend the funeral/memorial services, days off will not be
39 granted. The employee may be required to provide confirmation of the death or
40 attendance at the funeral/memorial services.

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

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

7 Alternate bereavement time involving unusual circumstances may be requested with the
8 employee's department and the Human Resources office.

9 **ARTICLE 17 – UNIVERSITY REQUIRED TRAVEL**

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

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

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

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

22 When an employee speaks or writes as a citizen, they should be free from institutional
23 censorship or discipline provided the employee makes every effort to: be accurate,
24 exercise appropriate restraint, show respect for other opinions, and indicate they are not
25 a University spokesperson.

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

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

1 **ARTICLE 19 – FACULTY SUPPORT**

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

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

- 8 1. Office and desk space, printer, telephone and answering equipment,
- 9 2. Computer (a dedicated computer for Adjunct Instructor 2 and 3. Adjunct
10 Instructor 1s not sharing assigned office space will be provided a dedicated
11 computer. Adjunct Instructor 1s sharing office space may be provided a
12 dedicated computer, upon request, if available and feasible, as determined by
13 the dean or designee),
- 14 3. Laboratory and instructional equipment,
- 15 4. Mailbox,
- 16 5. Office supplies,
- 17 6. Photocopying equipment, and
- 18 7. Email account.

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

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

23 **ARTICLE 20 – PROFESSIONAL DEVELOPMENT**

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

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

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

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

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

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

9 **ARTICLE 21 – PERFORMANCE EVALUATIONS**

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

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

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

21 Employees will be evaluated based upon the following criteria.

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

26 B. A meeting with the department head or their designee to discuss the following
27 criteria related to the classroom observation.

28 C. A written assessment based on the following:

- 29 1. Command of the subject matter,
- 30 2. Ability to organize material and convey it effectively to students,
- 31 3. Successful design and/or planning of courses and course materials,
- 32 4. Ability to communicate and achieve appropriate student learning goals,
- 33 5. Effective interaction with students,
- 34 6. Growth in the subject field and in teaching methods,

- 1 7. Review of the course materials, and
- 2 8. Quality of instruction.

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

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

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

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

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

21 **ARTICLE 22 – NOTIFICATION**

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

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

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

34 **ARTICLE 23 – APPOINTMENTS**

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

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

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

9 **Adjunct Instructor 1**

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

14 **Adjunct Instructor 2**

15 An employee designated as Adjunct Instructor 2, when initially hired, must possess an
16 advanced degree preferably in the academic discipline assigned, as identified by the
17 faculty of the department. Each appointment shall normally be for a course load of
18 twelve (12) credit hours or eighteen (18) contact hours per week per semester. A
19 course load of eighteen (18) credit hours or twenty-seven (27) contact hours per week
20 per semester may be assigned with the consent of the employee. The annualized
21 course load for each appointment will be determined at the start of an appointment
22 period and cannot be increased during the appointment period without the employee’s
23 consent. Each appointment shall be for one academic year or one calendar year. The
24 courses assigned may vary during the appointment term. In the event an employee’s
25 assigned semester course load is reduced after the appointment letter has been issued,
26 the employee will be assigned additional duties commensurate with the reduced load for
27 the remainder of that semester.

28 **Adjunct Instructor 3**

29 An employee designated as Adjunct Instructor 3 must possess an advanced degree in
30 the academic discipline assigned, as identified by the faculty of the department. Each
31 appointment shall normally be for a course load of twelve (12) credit hours or eighteen
32 (18) contact hours per week per semester. Each appointment shall normally be for a
33 course load of twelve (12) credit hours or eighteen (18) contact hours per week per
34 semester. A course load of eighteen (18) credit hours or twenty-seven (27) contact
35 hours per week per semester may be assigned with the consent of the employee. The
36 annualized course load for each appointment will be determined at the start of an
37 appointment period and cannot be increased during the appointment period without the
38 employee’s consent. Each appointment shall be for one or more academic years or one
39 or more calendar years but in no event will the appointment exceed three (3) academic
40 years or three (3) calendar years. The courses assigned may vary during the
41 appointment term. In the event an employee’s assigned semester course load is

1 reduced after the appointment letter has been issued, the employee will be assigned
2 additional duties commensurate with the reduced load for the remainder of that
3 semester.

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

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

- 10 1. Educational credentials necessary for the assignment,
- 11 2. Appropriate teaching experience and/or expertise in the subject area,
- 12 3. Past performance with Ferris State University,
- 13 4. Availability for the scheduled offerings,
- 14 5. Collegiality,
- 15 6. Other legitimate Employer factors, and
- 16 7. Length of continuous service with the Employer from the most recent date of
17 hire. Three (3) consecutive semesters, not including summer, without a
18 teaching assignment will be considered a break in continuous service.

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

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

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

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

35 Adjunct Instructors shall be notified of reappointment or non-reappointment as soon as
36 possible and ideally no later than the following dates: by May 1 for Adjunct Instructor 3;
37 by July 1 for Adjunct Instructor 2; and as soon as possible for Adjunct Instructor 1.
38 When notification cannot be made by these dates, the department will provide the
39 employee with an explanation of why the notification cannot be made. Anyone who is

1 not reappointed will be provided with a written explanation for the decision to not
2 reappoint.

3 **ARTICLE 25 – REVIEW OF DESIGNATION**

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

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

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

11 -OR-

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

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

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

20 **ARTICLE 26 – ASSIGNMENT OF CLASSES**

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

25 While there is no obligation for a department to respond, an employee may advise the
26 department of their schedule preferences.

1 **ARTICLE 27 – POSTINGS**

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

9 **ARTICLE 28 – ABSENTEE REPLACEMENT**

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

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

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

20 **ARTICLE 29 – CANCELLATION OF CLASSES**

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

25 **ARTICLE 30 – STUDENT COMPLAINT PROCEDURE**

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

31 **ARTICLE 31 – HOLIDAYS**

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

1 **ARTICLE 32 – LIFE INSURANCE**

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

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

7 **Employer Reserved Rights**

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

12 **Adjunct Instructor 1**

13 Employees classified as Adjunct Instructor 1 are not eligible for health, dental and
14 optical coverage. However, employees classified as Adjunct Instructor 1 will be eligible
15 to participate in the Ferris 4 High Deductible Health Care Plan only, pursuant to the
16 terms and conditions established by the Employer; provided the employee pays the full
17 premium through payroll deduction.

18 **Adjunct Instructor 2**

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

26 **Adjunct Instructor 3**

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

34 Employees classified as Adjunct Instructor 3 who are assigned a course load of fifteen
35 (15) or more credit hours or twenty-three (23) or more contact hours per semester are
36 eligible to participate in the health, dental and optical coverage offered by the Employer
37 to this bargaining unit, pursuant to the terms and conditions established by the

1 Employer. The Employer’s annual maximum contribution for such coverage shall be in
2 effect during the employee’s term of appointment (including summer if a calendar year
3 or multi-year appointment), subject to the paragraph entitled “Employer Reserved
4 Rights” above.

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

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

<u>Effective Date</u>	<u>Family</u>	<u>Two person</u>	<u>One person</u>
July 1, 2020 ¹	\$14, 214	\$8, 835	\$4,419

15 ¹For eligible employees, coverage will commence effective July 1, 2020 or the beginning of the month
16 following the date of appointment, whichever is later.

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

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

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

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

35 Employees who are provided health, dental or optical coverage will receive the
36 coverage for a twelve (12) month period (September through August) unless the
37 coverage is terminated prior to the end of the academic year, for any reason. The

1 annual employee contributions shall be paid prorated by payroll deduction during the
2 academic year.

3 **ARTICLE 34 – FLEXIBLE SPENDING ACCOUNT**

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

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

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

12 **ARTICLE 35 – TUITION WAIVER**

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

15 **Adjunct Instructor 1**

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

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

30 **Adjunct Instructor 2**

31 Employees designated as Adjunct Instructor 2 shall be eligible to participate in the
32 University's tuition waiver benefit program of up to nine (9) credit hours per semester
33 with a maximum of twenty-four (24) credits per year. Such tuition waiver is only
34 available during a semester that the Adjunct Instructor 2 has a course load. The
35 employee may elect to transfer the tuition waiver benefit to an immediate family member
36 consistent with University policy. Such employees may elect either the tuition waiver
37 benefit or a contribution to a University sponsored retirement savings program, but may

1 not elect both benefits. Effective July 1, 2016, employees designated as Adjunct
2 Instructor 2 will be able to elect both the tuition waiver benefit and a contribution to a
3 University sponsored retirement savings program.

4 **Adjunct Instructor 3**

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

11 **ARTICLE 36 – RETIREMENT**

12 **Adjunct Instructor 1**

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

19 An Adjunct Instructor 1 who elects to participate in any University sponsored retirement
20 savings program shall not be eligible for the tuition waiver benefit. Effective July 1,
21 2016, employees designated as Adjunct Instructor 1 will be able to elect both the tuition
22 waiver benefit and a contribution to a University sponsored retirement savings program.

23 **Adjunct Instructor 2**

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

30 An Adjunct Instructor 2 who elects to participate in any University sponsored retirement
31 savings program shall not be eligible for the tuition waiver benefit. Effective July 1,
32 2016, employees designated as Adjunct Instructor 2 will be able to elect both the tuition
33 waiver benefit and a contribution to a University sponsored retirement savings program.

34 **Adjunct Instructor 3**

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

1 one (1) plan is offered, the employee shall select one (1) plan for which the Employer
2 will make the contributions.

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

6 **ARTICLE 37 – COMPENSATION**

7 **Salary**

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

10 Effective July 1, 2020, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1168 per credit hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1258 per credit hour
Adjunct Instructor 2		\$41,964
Adjunct Instructor 3		\$44,413
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$47,334

11 Effective July 1, 2020, employees who are paid above the minima shall receive a salary
12 increase of two percent (2.00%).

1 Effective July 1, 2021, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1194 per credit hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1286 per credit hour
Adjunct Instructor 2		\$42,908
Adjunct Instructor 3		\$45,412
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$48,399

2 Effective July 1, 2021, employees who are paid above the minima shall receive a salary
 3 increase of two and a quarter percent (2.25%).

4 Effective July 1, 2022, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1221 per credit hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1315 per credit hour
Adjunct Instructor 2		\$43,873
Adjunct Instructor 3		\$46,434
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$49,488

5 Effective July 1, 2022, employees who are paid above the minima shall receive a salary
 6 increase of two and one-quarter percent (2.25%).

1 Effective July 1, 2023, the minimum salaries shall be as follows:

<u>Designation</u>	<u>Education Credentials</u>	<u>Minimum Salary</u>
Adjunct Instructor 1		\$1245 per credit hour
Adjunct Instructor 1	Advanced degree in primary academic discipline	\$1341 per credit hour
Adjunct Instructor 2		\$44,750
Adjunct Instructor 3		\$47,363
Adjunct Instructor 3	Terminal degree in primary academic discipline	\$50,478

2 Effective July 1, 2023, employees who are paid above the minima shall receive a salary
3 increase of two percent (2.00%).

4 **Adjunct Instructor 1 Additional Pay**

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

8 **Titles**

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

13 **Overload**

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

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

1 The rate of payment for overload responsibilities shall be \$90 per lecture hour and
2 \$45.00 per lab hour. Effective the beginning of the fall 2021 semester, the rate of
3 payment for overload responsibilities shall be \$95 per lecture hour and \$47.50 per lab
4 hour.

5 **Summer Pay**

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

8 **Orientation Pay**

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

13 **Contact Hours Pay**

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

17 **Pay Periods**

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

23 **Lump Sum Payments**

24 Employees designated as Adjunct Instructor 1 with a 12 or more credit hour load, or
25 equivalent, Adjunct Instructor 2 and Adjunct Instructor 3 will be paid a one-time lump
26 sum gross payment of \$500. All other employees designated as Adjunct Instructor 1
27 will be paid a one-time lump sum gross payment of \$250. These amounts will be
28 subject to regular deductions and not rolled into base salary and apply to employees
29 who taught during either the 2019 fall semester or the 2020 spring semester. Payments
30 will be made with the first full pay period of July 2020. Full-time teaching during either
31 semester qualifies for the \$500 payment. Part-time teaching during either semester
32 qualifies for the \$250 payment.

33 **ARTICLE 38 – MEMBER DESIGNATION UPGRADES**

34 The Employer agrees to upgrade three members, Jenny Armentrout, Robert Workman
35 and Laurel Humphreys, from the designation of Adjunct Instructor 1 to Adjunct
36 Instructor 2.

1 **ARTICLE 39 – JOINT TASK FORCE**

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

4 **ARTICLE 40 – TERM OF AGREEMENT**

5 This Agreement is made by and between Ferris State University and the Ferris
6 Nontenure-Track Faculty Organization/AFT, AFL-CIO, and shall be effective as of July
7 1, 2020.

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

10 This Agreement shall expire at 11:59 PM on June 30, 2024, unless extended in writing
11 by mutual agreement.

12 Prior to the end of the 2023 spring semester, the parties will meet to discuss a 5th year
13 extension. If the parties agree to extend the contract for a 5th year, the salary increase
14 for FY2023 – 2024 will be 2.25% and will be 2.25% for FY2024 – 2025.

FOR THE UNION:

Mary K. Bacon 6-9-2020

Mary K. Bacon, FNTEO President

Sonya Alvarado 6-16-2020

Sonya Alvarado, Field Representative AFTMI

FOR THE EMPLOYER

David L. Eisler 6/17/20

David L. Eisler, President

Barbara E. Hill

Barbara E. Hill, Director of Labor Relations

15

1 **LETTER OF AGREEMENT – MONITORING**

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

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

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

9 **THE PARTIES AGREE AS FOLLOWS:**

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

FOR THE UNION/DATE:

Mary K. Bacon 6-9-2020
Mary K. Bacon, FNTFO President

Sonya Alvarado 6-16-2020
Sonya Alvarado, Field Representative AFTMI

FOR THE EMPLOYER/DATE:

David L. Eisler 6/17/20
David L. Eisler, President

Barbara E. Hill
Barbara E. Hill, Director of Labor Relations

1 **LETTER OF AGREEMENT – ADJUNCT INSTRUCTOR 2**

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

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

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

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

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

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

17 **THE PARTIES AGREE AS FOLLOWS:**

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

Armentrout, Jenny	Johnson, John
Bacon, Mary	Nelson, Laurie
Baxter, Mary	Rizzo, Anna
Borst, Trudy	Schoenlein, Beth
Byars, Lynann	Sherwood, Linda
Caserta, Lilia	Shetty, Dharma
Deurloo, Carol	Swinkunas, Bernadette
Fitzwilliams-Heck, Cynthia	Vought, Lynette
Foos, Scott	Walling, Jean
Humphreys, Laurel	Workman, Robert

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

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

- 1 4. This Letter of Agreement shall only apply to those employees listed in paragraph
2 #1 above and shall not set a precedent for any other matters now pending or that
3 may arise in the future between the parties.
- 4 5. Employees who receive their initial appointment to a bargaining unit position
5 subsequent to the date of this Letter of Agreement shall be subject to the
6 appointment, reappointment and designation of appointment process as outlined
7 in the collective bargaining agreement.
- 8 6. This Letter of Agreement shall expire consistent with the date of expiration of the
9 collective bargaining agreement.

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

Mary K Bacon 6-9-2020
Mary K. Bacon, FNTFO President

David L. Eisler 6/17/20
David L. Eisler, President

Sonya Alvarado 6-16-2020
Sonya Alvarado, Field Representative AFTMI

Barbara E. Hill
Barbara E. Hill, Director of Labor Relations

10

1

LETTER OF AGREEMENT

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

5 **The parties agree to the following:**

6 1. **If at any time during the course of the 2020-2024 collective bargaining agreement, 2012**
7 **PA 349 is declared invalid, unconstitutional, or otherwise no longer prevents or prohibits**
8 **an agency shop provision, by any court of appropriate jurisdiction (to which there is no**
9 **appeal filed), or PA 349 is repealed, all of the agency shop provisions in the 2012-2015**
10 **contract which were removed shall be immediately returned to the contract and shall be**
11 **operable between the parties. (See attached).**

12 2. **Nothing in this Agreement shall be construed as amending or deleting any other**
13 **provision in the parties' collective bargaining agreement.**

14 3. **This Letter of Agreement shall not set a precedent for any other matters now pending or**
15 **that may arise in the future between the parties.**

FOR THE UNION/DATE:

FOR THE EMPLOYER/DATE:

Mary K. Bacon 6-9-2020
Mary K. Bacon, FNTFO President

David L. Eisler 6/17/20
David L. Eisler, President

Sonya Alvarado 6-16-2020
Sonya Alvarado, Field Representative AFTMI

Barbara E Hill
Barbara E. Hill, Director of Labor Relations

16

1 ARTICLE 12 – UNION DUES AND REPRESENTATION FEES (attachment for LOA for
2 2012 PA 349. Language preserved in the event the legislation is repealed)

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

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

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

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

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

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

39 An employee paying the service fee or whose service fees have been deducted by the
40 Employer from the employee's salary may object to the use of the service fee for
41 matters not permitted by law. The procedure for making such objections is that officially

1 adopted by the Union. A copy of the Union policy will be provided by the Union upon
2 request of an employee covered by this Agreement.

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

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

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

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

1 Ferris State University (Employer)
2 Ferris Nontenure-Track Faculty Organization (Union)
3 Wintermester

4 **LETTER OF AGREEMENT**

5
6 **Whereas, the Union and Employer are parties to a collective bargaining agreement**
7 **dated July 1, 2020, through June 30, 2024, and**

8 **Whereas, the Employer implemented an expedited semester between the fall 2018**
9 **semester and the spring 2019 semester, and**

10 **Whereas, the expedited semester was deemed "Wintermester 2018-19", and**

11 **Whereas, several bargaining unit members taught courses during "Wintermester 2018-**
12 **19", and**

13 **Whereas, the parties met to discuss the method of assignment and payment for**
14 **teaching future "Wintermester" courses, and**

15 **Whereas, the parties have reached agreement and desire to put the agreement in**
16 **writing,**

17
18 **THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**


- 19 1. Teaching "Wintermester" courses will have no bearing on the employee's load
20 during either fall or spring semesters.
- 21 2. Teaching during "Wintermester" shall not count toward determination of an
22 employee's bargaining unit status for purposes of Article 2- Recognition.
- 23 3. "Wintermester" courses will be made available to members of the bargaining unit
24 after qualified, tenured and tenure-line faculty have been assigned.
- 25 4. Available "Wintermester" courses shall be posted for bargaining unit members to
26 express interest in teaching.
- 27 5. Assignment of courses shall be at the discretion of the Employer and consistent
28 with department policy.
- 29 6. Payment for teaching during "Wintermester" shall be at the Overload rate
30 contained in Article 37.
- 31 7. This Letter of Agreement shall expire on June 30, 2024, unless extended in
32 writing by the parties.

FOR THE UNION / DATE:

 6-9-2020
Mary Bacon, FNTFO President

 6-10-2020
Sonya Aivarado, Field Representative AFTMI

FOR THE EMPLOYER / DATE:

 6/17/20
David L. Eisler, President


Barbara E. Hill, Director of Labor Relations

1 Ferris State University (Employer)
2 Ferris Nontenure-Track Faculty Organization, MFT/AFT (FNTFO, Union)
3 Mileage Compensation

4 **LETTER OF AGREEMENT**

5
6 **Whereas, the College of Arts and Sciences notified bargaining unit members, by email dated**
7 **October 6, 2017, that it will discontinue compensating mileage for employees classified as**
8 **Adjunct Instructor 1, and**

9
10 **Whereas, the Union filed by email dated October 12, 2017, a demand to bargain over the**
11 **unilateral implementation of the mileage compensation, and**

12
13 **Whereas, the parties have met a number of times to discuss the matter and have reached**
14 **agreement to settle the demand to bargain, and**

15
16 **Whereas, the parties desire to set forth the agreement in writing,**

17
18 **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 19
20 1. **FNTFO members who have the mileage compensation built into their salary and**
21 **referenced in their appointment letter will continue to receive the amount for as long as**
22 **they are reappointed to similar assignments. This will include: Jennifer Fong, Kathy**
23 **Wykes, Sean Hill, Jenny Armentrout, Kathleen Tunney, Monica Rodriguez, Nicholas**
24 **Melville and Breann McMannamy.**
- 25 2. **A non-reappointment will be grounds to discontinue the amount for any future**
26 **appointments occurring after the non-reappointment.**
- 27 3. **Members will not receive mileage compensation in the future unless addressed in the**
28 **appointment letter or unless required to travel by the University as set forth in Article 17**
29 **and/or the University's travel reimbursement policy, which may be revised from time to**
30 **time. The current University policy can be viewed at this link [FSU Travel Policy](#).**
- 31 4. **This Letter of Agreement will expire consistent with the expiration date of the collective**
32 **bargaining agreement, June 30, 2024.**

FOR THE UNION / DATE:

Mary K Bacon 6-9-2020
Mary Bacon, FNTFO President

FOR THE EMPLOYER / DATE:

David L Eisl 6/17/20
David L. Eisl, President

Sonya Alvarado 6-16-2020
Sonya Alvarado, Field Representative AFTMI

Barbara E Hill
Barbara E. Hill, Director of Labor Relations