

Ferris State University

AGREEMENT

**FSU & FFA, MEA-NEA
Expires June 30, 2028**

Agreement between the
Board of Trustees
of
Ferris State University
and the
Ferris Faculty Association
MEA-NEA

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 - BASIC CONTRACTUAL PROVISIONS.....	5
1.1. Agreement and Definitions.....	5
1.2. Purpose.....	7
1.3. Recognition.....	7
1.4. No Past Practice.....	7
1.5. Separability and Precedence.....	7
1.6. Meetings.....	8
1.7. FFA Membership Dues Deduction.....	8
1.8. Headings.....	8
1.9. Waiver.....	8
SECTION 2 - RIGHTS OF MEMBERS IN THE FFA.....	8
2.1. Rights of Members in the FFA.....	8
2.2. FFA Business.....	9
2.3. Meeting Rooms.....	9
2.4. Posting of FFA Notices.....	9
2.5. No Strike.....	9
2.6. Official Sessions: Local, State or National Education Association Business.....	9
2.7. Released Time for the FFA president and FFA officer.....	10
2.8. Aid to Other Collective Bargaining Agents.....	10
2.9. Information.....	10
2.10. Non-Discrimination.....	11
SECTION 3 - TENURE.....	11
3.1. Definitions and General Conditions.....	11
3.2. Employer Tenure Policy.....	11
3.3. Department Tenure Policy and Procedures.....	12
3.4. Evaluation and Reappointment/Non-Reappointment of Non- Tenured Faculty.....	13
3.5. Attainment of Tenure.....	16
3.6. Academic Administrator Appointment with Tenure.....	17
SECTION 4 - REPRESENTATION AND PROFESSIONAL CONDUCT.....	18
4.1. Discipline.....	18
4.2. Personnel Files.....	19
4.3. Faculty Participation: Educational Policy.....	20
SECTION 5 - RIGHTS OF THE EMPLOYER.....	20
SECTION 6 - SENIORITY.....	20
6.1. Determination of Seniority/Definitions.....	20
6.2. Change in Employment Status.....	21
6.3. Seniority Groups.....	22
6.4. Loss of Seniority.....	22
6.5. Seniority List(s).....	23

SECTION 7 - WORKING CONDITIONS.....	23
7.1. Professional Responsibilities	23
7.2. Workload.....	24
7.3. Health and Safety	29
7.4. Academic Freedom	30
7.5. Department Procedures	31
7.6. Hiring	32
7.7. Summer	33
7.8. Performance Review	36
7.9. Transfers	36
7.10. Academic Calendar	37
SECTION 8 - RETRENCHMENT.....	37
8.1. Definition	37
8.2. Retrenchment by Attrition and Voluntary Reassignment.....	38
8.3. Retrenchment by Layoff	38
8.4. Notification	39
8.5. Layoff Benefits	39
8.6. Recall	40
8.7. Layoff Alternatives	40
8.8. Retraining Sabbatical	41
8.9. Buy Out.....	41
SECTION 9 - GRIEVANCE PROCEDURE	42
9.1. Definition - Grievance	42
9.2. Flow	42
9.3. The Grievance Procedure.....	43
SECTION 10 - PAID LEAVES OF ABSENCE.....	44
10.1. Paid Sick Leave.....	44
10.2. Use of Paid Sick Leave for Other Reasons	47
10.3. Bereavement Leave.....	48
10.4. Sabbatical Leave	49
10.5. Jury Duty.....	54
10.6. Absentee Replacement.....	54
10.7. Personal Leave Day	55
10.8. Military Leave.....	55
10.9. Fulbright Leaves	55
10.10. Consulting Leave	56
SECTION 11 - UNPAID LEAVES.....	56
SECTION 12 - HOLIDAYS AND VACATIONS	56
12.1. Designated Holidays	56
12.2. Vacations.....	57
SECTION 13 - FRINGE BENEFITS.....	57
13.1. Liability Insurance	57
13.2. Health Insurance	57
13.3. Flexible Spending Account:.....	60

13.4.	Payroll Deduction - MEA Financial Services Programs	60
13.5.	Implementation of Related Insurance Benefits	60
13.6.	Travel Increment	61
13.7.	Fee Waiver/Fee Reduction.....	62
13.8.	Tuition Waiver	62
13.9.	Tuition Assistance Program for Employee Spouses and Children	63
13.10.	Kendall College of Art and Design (KCAD) Tuition Credit Program for Members	64
13.11.	KCAD Tuition Credit Program for Spouses and Children of Members	64
SECTION 14 - SALARY		65
14.1.	General Provisions	65
14.2.	Percentage Increase to Base Salary.....	65
14.3.	Supplemental Market Adjustments.....	66
14.4.	New Faculty Orientation.....	68
14.5.	Independent Study Courses.....	69
14.6.	Longevity Benefit	69
SECTION 15 - PROMOTION AND MERIT INCREASES		69
15.1.	Promotion with Tenure	69
15.2.	Promotion.....	70
15.3.	Promotion/Merit Procedures	70
15.4.	Merit Eligibility	72
15.5.	Compensation for Promotions/Merit	72
15.6.	Degrees	72
SECTION 16 - REDUCED WORK LOAD STATUS FOR FACULTY		73
SECTION 17 - RETIREMENT		74
17.1.	Retirement System Selection	74
17.2.	Retirement System Payments	74
17.3.	Retirement System Vesting.....	74
17.4.	Other Retirement Benefits	75
17.5.	Notice of Retirement.....	75
SECTION 18 - OVERLOAD		75
SECTION 19 - PART TIME INSTRUCTION		77
SECTION 20 - VOLUNTARY RESIGNATION INCENTIVE PLAN		77
20.1.	Eligibility - In order to be eligible, the Member must:	78
20.2.	Application Procedure	78
20.3.	Limitations	78
20.4.	Resignation Benefits	78
20.5.	Term of Program.....	79
SECTION 21 - DURATION OF CONTRACT		80
APPENDIX A OTHER ELIGIBLE ADULTS.....		81
APPENDIX B LETTER OF AGREEMENT – AGENCY SHOP		85

APPENDIX C LETTER OF AGREEMENT – DEPARTMENT CHAIR89

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGREEMENT

Section 1 - BASIC CONTRACTUAL PROVISIONS

1.1. Agreement and Definitions

A. This Agreement, entered into this 30th day of August 2023, is between the Board of Trustees of Ferris State University (hereinafter referred to as "FSU" or "University" or "the Employer") and the Ferris Faculty Association (hereinafter referred to as "FFA"), an affiliate of the Michigan Association for Higher Education MEA-NEA.

Definitions - Unless otherwise specified, glossary terms mean:

Term	Definition
Academic year	Two consecutive semesters beginning in the fall, excluding 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 Faculty Association/MEA-NEA
AACP	American Association of Colleges of Pharmacy
ASAHP	Association of Schools of Allied Health Professions
ASCO	Association of Schools and Colleges of Optometry
ASEE	American Society for Engineering Education
By	When used with a date as a deadline means on or before 5:00 p.m. on the date
Course	Credit course
CUPA-HR	College and University Professional Association of Human Resources

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
HEIDI	Higher Education Institutional Data Inventory
HR	Human Resources
IPEDS	Integrated Post-Secondary Education Data Systems
Majority	More than 50 percent of the Members of a department
Member	A bargaining unit Member
Non-traditional methodology	Courses taught by non-traditional methodology include but are not limited to: television, computer-aided instruction, video-tape lecture, electronic, or other media.
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.
TRC	Tenure Review Committee
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

1.2. Purpose

The purpose of this Agreement is to set forth agreements reached between the Employer and the FFA with respect to wages, hours, and other terms and conditions of employment for the employees in the bargaining unit detailed in the recognition clause below.

1.3. Recognition

A. In conformity with its responsibility under the laws of the State of Michigan with respect to the collective bargaining rights of the faculty, the Employer recognizes, for the term of this Agreement, the FFA as the collective bargaining agent for the persons included in the bargaining unit, hereinafter "Member," as herein defined:

B. All full-time board-appointed FSU teaching faculty (Academic Year or 12 month); librarians; educational counselors; admissions counselors; personal counselors; program coordinators; academic advisors; and Board-appointed part-time faculty who are employed for at least one-half of the average load for their department, excluding all other University personnel and supervisors.

C. Regular faculty rank above the level of instructor shall not be granted to staff who are not Board-appointed.

D. If the FFA believes hiring temporary employees to replace Members who are absent or new hires who are not available has resulted in erosion of the bargaining unit, the FFA must raise such issue for discussion with the Employer. If this is done and if the discussion does not resolve the matter, the FFA may pursue the matter through the grievance/arbitration procedure.

1.4. No Past Practice

There are no verbal or written understandings or agreements, or past practices which are binding on either the Employer or the FFA other than those set forth in this Agreement. No future agreement or practice shall be binding on the Employer unless in writing and signed by both the provost/vice president for Academic Affairs and the president of the FFA.

1.5. Separability and Precedence

A. If any decision of any Michigan or United States court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected.

B. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

1.6. Meetings

Regular meetings between designated representatives of the FFA and of the Employer will consider problems and concerns of mutual interest including amendments to this Agreement. In this regard, such designated representatives shall meet at least once each academic semester. Additional meetings shall be held at other reasonable times upon request of either the president of the University or the president of the FFA.

If the Employer and the FFA both consent, agreements reached at these meetings shall be reduced to writing and submitted to the appropriate ratification procedures of the Employer and the FFA. At such time as the agreement(s) have been ratified by both the Employer and the FFA, the agreement(s) shall become a part of this Agreement.

1.7. FFA Membership Dues Deduction

FFA 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 FFA 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 FFA and/or the MEA-NEA will indemnify the Employer against all liability the Employer may incur by reason of any dues deduction or remittance pursuant to this paragraph.

1.8. Headings

Headings used in the Agreement are for informational purposes only and are not a part of the Agreement.

1.9. Waiver

During the negotiations which resulted in this Agreement each party 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. Therefore, the Employer and the FFA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter which was raised in negotiations but as to which no agreement was reached.

Section 2 - RIGHTS OF MEMBERS IN THE FFA

2.1. Rights of Members in the FFA

The Employer hereby agrees that every Member of the bargaining unit shall have the right to freely join and to support the FFA for the purpose of engaging in collective bargaining or negotiation. As a duly appointed body exercising power under the laws of

the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Member in the enjoyment of any rights conferred by the laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any Member with respect to hours, wages or any terms or conditions of employment by reason of membership in the FFA, or participation in any lawful activities of the FFA or collective negotiations with the Employer, or institution of any grievance, complaint or proceeding under this Agreement. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the FFA.

2.2. FFA Business

Duly authorized representatives of the FFA may transact official FFA business on FSU property, provided that this shall not interfere with or interrupt normal FSU operations. The FFA will provide a list in writing of their duly authorized representatives.

2.3. Meeting Rooms

The FFA and its authorized representatives may use FSU facilities for lawful meetings on the same basis as other organizations.

2.4. Posting of FFA Notices

The FFA may post notices of its activities and matters of FFA concern on a faculty bulletin board, at least one (1) of which shall be provided in each academic building on the campus. The FFA may use campus mail for distribution of material. Such material will be distributed by the college or department office personnel. Copies of all material to be distributed through the University facilities shall be submitted to the provost/vice president for Academic Affairs before distribution.

2.5. No Strike

So long as this Agreement is in effect, there shall be no strikes, slow-downs, stoppages of work, boycotts or any concerted effort not to meet classes or otherwise interrupt other bargaining unit work. 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 of the Employer's right to any remedy under law for such violation.

2.6. Official Sessions: Local, State or National Education Association Business

Representatives of the FFA are entitled to attend official sessions of the Michigan Education Association Representative Assembly and other local, state or National Education Association business limited to a total of thirty-five (35) days per academic year, unless such attendance creates unreasonable programmatic difficulties. Such time

is considered FSU travel as long as such sessions are not related to collective bargaining activities.

2.7. Released Time for the FFA president and FFA officer

The FFA president and an additional designated FFA officer shall each be granted one-half (½) release time per academic year to be spread over fall and spring semesters in a manner mutually agreeable to the FFA president and their department head, chair, or director and the additional designated FFA officer and their department head, chair, or director.

2.8. Aid to Other Collective Bargaining Agents

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

2.9. Information

A. The Employer will provide the president of the FFA with the following:

1. A list of all Members noting those who are on leave (s) of absence by type and duration. The list will be provided within six (6) weeks after the beginning of classes for the fall and spring semesters; and
2. A list of all non-bargaining unit persons teaching in the following categories:
 - a. Part-time;
 - b. Temporary or grant supported;
 - c. Administrators.
3. This list will include the name, job group, assignment start and stop date, Full Time Equivalent (FTE), college and department. The list will be provided on or before January 15 for the first semester and June 15 for the second semester; and
4. Workload for specified areas upon request; and
5. A current seniority list. The list will be provided within thirty (30) working days of the beginning of fall and spring semesters and by July 30 of each year of this Agreement; and
6. A list of all Members and all dues or agency shop fees withheld for the fiscal year. The list will be provided at the end of each fiscal year; and
7. Copies of minutes of official meetings of the Board of Trustees and the annual audited financial statement; and

8. So long as IPEDS and HEIDI reports are produced in hard copy by the Employer, they shall be provided to the University library within ten (10) days after they are created. However, recognizing that such data may be submitted in electronic form to the state as part of a state regulated data system and that the state determines the form of such reports and who has access to the data base, if and when such reports are submitted electronically, the Employer cannot guarantee FFA access to the data base.

9. Copies of the CUPA-HR, ASEE, ASAHP, ASCO and AACP reports. These reports will be provided within ten (10) days after they are received.

10. Copies of formally approved University procedures, rules and/or policies. These documents will be provided within ten (10) working days of receipt of a written request from the FFA.

B. Member Responsibilities:

Members 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.

2.10. Non-Discrimination

The Employer and the FFA both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, ancestry, age, gender, marital status, sexual preference, handicap, FFA or MEA-NEA affiliation. Any Member claiming a violation of this Section must seek relief in the appropriate legal forum and may not use the grievance process unless the nature of the alleged discrimination is not a violation of the law.

Section 3 - TENURE

3.1. Definitions and General Conditions

A. Tenure is the right to continual employment in a bargaining unit position until voluntary separation from FSU employment, lay-off or termination for just cause under the contractual process in Section 4.

B. All employees of the University awarded tenure prior to the ratification of this Agreement shall retain such tenure.

3.2. Employer Tenure Policy

A. The tenure policy described in this Agreement applies only to non-tenured Member. Tenure shall not be acquired automatically by length of service, but rather through the criteria and procedures set forth in this Agreement. There shall be no

arbitrary establishment of a fixed proportion of tenured to non-tenured Members by the FFA, the Employer or any division(s) thereof. Only continuous appointment as a Member shall be counted toward qualification for tenure. However, except in the specific case of FSU administrators, the following applies:

1. One full year's absence, or less, from the bargaining unit but not the University shall not be considered an interruption of continuous service with respect to qualification for tenure.
2. All time in excess of one full year's absence from the bargaining unit but not the University shall, by rounding to the nearest academic semester, correspondingly reduce the time counted toward qualification for tenure previously accumulated in the bargaining unit.

B. The granting of tenure results from a deliberative process involving a department tenure review committee, the department head, chair, or director, the dean, the provost/vice president for Academic Affairs, and the president of FSU.

C. New Members may be granted tenure at the time of their initial appointment subject to prior concurrence of a majority of the tenured Members of the department, the department head, chair, or director, the dean, the provost/vice president for Academic Affairs, and the president of FSU. The subject Member must have previously attained tenure at the University or another regionally accredited, post-secondary or first professional-degree-granting institution.

3.3. Department Tenure Policy and Procedures

Each department shall set policy and procedures for the attainment of tenure within the following guidelines:

- A. The tenured Member of each department shall be responsible for:
 1. Devising the department policy and procedures for attainment of tenure. This process may include the establishment of a subcommittee(s).
 2. Determining, as part of the policy and procedures, the criteria for attainment of tenure based in part on the following:
 - a. Assigned professional responsibilities, such as teaching, advising, counseling, or librarianship;
 - b. Professional development, such as research, scholarship, creative endeavors and/or consulting; and,
 - c. Service, such as service on committees, service to the student body, service to the profession, and/or professionally-related community service.

3. Establishing tenure review policy and procedures for: reviewing the applicant's material, providing for applicant's rebuttal, and evaluating the rebuttal and material. This review must occur prior to submission of the tenure review committee's final recommendations to the appropriate department head, chair, or director.

4. Amending tenure review policy and procedures.

B. Any proposed amendment(s) must be submitted to the department head, chair, or director by January 30. The department head, chair, or director shall forward the proposal and their recommendation to the dean by February 15.

C. The dean shall forward the proposal and their recommendations to the provost/vice president for Academic Affairs who shall either accept or reject the proposed amendments by April 15. Failure by the provost/vice president for Academic Affairs to act upon the submitted amendments within the timeline given shall constitute disapproval thereof and the proposed amendment shall not be effective.

D. The provost/vice president for Academic Affairs may impose amendments to the policies and procedures, at any time, only when such amendments are based upon the institutional necessity to conform with federal, state and/or local laws and/or regulations. Amendments imposed under this provision are subject to the grievance procedure of this Agreement as an FFA grievance and shall begin at 9.3. D. Step 4 of such procedure.

E. Amendments to tenure review policies and procedures created under this Agreement shall apply only to those tenure applicants hired after formal implementation of the amendments. Tenure applicants hired prior to the implementation of the amendments may elect to be reviewed by the newly implemented policies and procedures or the policy and procedures otherwise applicable pursuant to this Agreement. Selection of amended policy and procedures by a Member shall not extend their non-tenured period.

F. Present Tenure Policies and Procedures will remain in effect until such time as amended in accordance with this Agreement.

3.4. Evaluation and Reappointment/Non-Reappointment of Non-Tenured Faculty

A. Prior to the attainment of tenure, all Board-appointed Members shall be on a non-tenured appointment. Non-tenured appointments are renewable appointments of an academic year or twelve (12) months in length.

B. Except as otherwise provided in 3.2.C above, all new Members must serve a non-tenured period prior to applying for tenure. The non-tenured period shall commence with the first fall semester of a Member's non-tenure appointment. A non-tenured Member must apply for tenure no later than their fifth academic year. Failure to apply for tenure consideration shall result in denial of tenure. A non-tenured Member with an initial academic rank of instructor or assistant professor may not apply for tenure

prior to their fifth year. A non-tenured Member with an initial academic rank of associate professor may not apply for tenure prior to their fourth year. A non-tenured Member with an initial academic rank of professor may not apply for tenure prior to their third year.

C. During their first semester of appointment and prior to any evaluation, the non-tenured Member shall receive, in writing, the effective department tenure and evaluation policy and procedures. The chair of their department tenure review committee shall provide this document. This department policy and procedures shall provide a basis for the decision to renew non-tenured appointments and shall provide a basis for determining the attainment of tenure itself.

D. All non-tenured Members shall be observed by at least one tenured faculty Member of the tenure review committee during the fall and spring semesters of each year, with the exception of the year tenure is requested.

E. The non-tenured Member shall be evaluated annually by the department tenure review committee by November 1 of their first and subsequent academic years of service. These evaluations shall include recommendation for reappointment or non-reappointment and shall be forwarded to the department head, chair, or director.

F. At each of these annual evaluations, the Member shall be afforded an opportunity to submit to this committee any documentation to support their continued non-tenured appointment. The tenure review committee will advise the non-tenured Member of its preliminary evaluations and recommendation for reappointment or non-reappointment by November 1. The non-tenured Member shall be afforded an opportunity to meet with the tenure review committee to discuss its preliminary recommendation. Such meeting shall take place by November 10. The tenure review committee will forward in writing the final evaluation and recommendation to the non-tenured Member and the appropriate department head, chair, or director by November 20.

1. On or before November 30, a Member who disagrees with any or all of the TRC's annual evaluation/recommendation must deliver a written response to the department head, chair, or director. The response must identify all aspects with which there is disagreement and the factual basis for such disagreement.

2. The written response by the Member will be attached and remain with the TRC'S evaluation/recommendation.

G. The non-tenured Member shall be evaluated annually by the appropriate department head, chair, or director in a manner consistent with Section 3.3.A.2. The department head, chair, or director will provide a written copy of their evaluation and recommendation to the Member by December 10. The department head, chair, or director will also forward written copies of their evaluation/recommendation, the TRC's evaluation/recommendation, and the Member's response (if any) to the dean by December 10.

1. On or before December 20, a Member who disagrees with any or all of the department head, chair, or director's annual evaluation/recommendation must deliver a written response to the dean. The response must identify all aspects with which there is disagreement and the factual basis for such disagreement.

2. The written response by the Member will be attached and remain with the review.

H. On or before January 15 the dean will submit their recommendation and all materials submitted in accordance with 3.4.E-G to the provost/vice president for Academic Affairs. The decision to grant or deny the first non-tenure reappointment rests solely with the provost/vice president for Academic Affairs. All subsequent reappointment decisions require affirmative recommendations by both the appropriate tenure review committee and the provost/vice president for Academic Affairs. However, failure by the tenure review committee to file its recommendation with the department head, chair, or director in a timely manner shall constitute complete concurrence with the decision of the provost/vice president for Academic Affairs with regard to reappointment or non-reappointment of the non-tenured Member.

I. The timetable for formal notice of reappointment or non-reappointment shall be as follows:

1. Not later than March 15 of the first year of service;

2. Not later than January 30 for each subsequent year except for the year tenure is requested.

J. In the case of non-reappointment, the specific reasons for denial shall be cited in writing.

K. In the event the tenure review committee and the provost/vice president for Academic Affairs concur in recommending reappointment, the reappointment is granted. In any other scenario, reappointment is denied as described below:

1. In the event the tenure review committee and the provost/vice president for Academic Affairs both recommend against reappointment, the reappointment is denied, and the Member may appeal to the president. This appeal is limited to a claim that the contractual and/or department/college procedures were not followed.

2. In the event that either the tenure review committee or the provost/vice president for Academic Affairs recommend against reappointment, the reappointment is denied, and the Member may appeal to the president. This appeal is not limited to procedures.

3. Any appeal must be in writing, be delivered to the office of the president of FSU on or before April 15 for Members in their first year of service

and February 15 for each subsequent year. The appeal must state the specific reasons for the appeal.

4. The decision of the president of FSU is final, binding and not subject to arbitration.

L. The failure of the tenure review committee to comply with any of its obligations under Section 3 is exempt from the grievance process and the Employer shall have no liability because of such failure.

3.5. Attainment of Tenure

A. By October 1 of the tenure decision year, the Member must apply for tenure and present evidence in support of their application.

B. By November 1, the tenure review committee will advise the applicant of its evaluation and intended recommendation. By November 15, the applicant may request in writing a meeting with the tenure review committee which shall be scheduled as soon as reasonably possible. The final recommendation of the tenure review committee shall not be made until after the meeting.

C. The tenure review committee shall prepare a written report, with all supporting documents, containing its recommendations. This report shall not include the committee deliberations or a personnel-specific record of the vote. The written recommendation shall be one of the following:

1. Grant tenure, beginning with the start of the University's next academic year;

2. Grant one (1) additional non-tenured year during which the applicant must fulfill specific conditions that are determined by the provost/vice president for Academic Affairs following input from the TRC, department head, chair, or director and dean. During that conditional year, the tenure application process will again be followed. In the event of denial of tenure, employment will be terminated at the end of the academic year in which tenure is denied; or

3. Deny tenure and terminate employment at the end of the next regular academic year.

D. By December 15, the final report and recommendation by the committee together with supporting data shall be presented to the department head, chair, or director and to the tenure applicant.

E. Failure by the tenure review committee to timely deliver its recommendation to the department head, chair, or director constitutes concurrence with the decision of the provost/vice president for Academic Affairs.

F. The department head, chair, or director shall attach their evaluation and recommendation and shall forward all material to the dean. The dean shall forward the

recommendations and supporting documentation to the provost/vice president for Academic Affairs and shall append their recommendation and evaluation. Neither the department head, chair, or director nor the dean may change the tenure review committee's recommendations.

G. By March 1, the provost/vice president for Academic Affairs shall notify, in writing, all applicants for tenure of their decision. Failure by the provost/vice president for Academic Affairs to act on the recommendations constitutes their concurrence with the tenure review committee's recommendation.

H. If either the provost/vice president for Academic Affairs or the tenure review committee recommends the granting of an additional year, that year is granted. A Member can be granted only one extension of the non-tenured period. When the tenure review committee recommends the granting of tenure and the provost/vice president for Academic Affairs concurs, tenure is awarded. In all other cases, tenure is denied.

I. A Member denied tenure may appeal the decision in writing to the president of FSU by March 15. The president of FSU, following a review of the tenure materials, shall communicate in writing their decision to either grant tenure, deny tenure, or grant one additional non-tenured year, provided that such a year has not previously been granted. The decision of the president of FSU is final, binding and not subject to arbitration.

J. The failure of the tenure review committee to comply with any of its obligations under Section 3 is exempt from the grievance process and the Employer shall have no liability because of such failure.

3.6. Academic Administrator Appointment with Tenure

A. Academic department head, chair, or directors, deans, the provost/vice president for Academic Affairs and the president may be granted tenure subject to the following conditions:

1. The academic department head, chair or director, dean, provost/vice president for Academic Affairs and president must possess qualifications appropriate to the academic discipline in which tenure is conferred.

2. The academic department head, chair, or director, dean, provost/vice president for Academic Affairs and president must have previously attained tenure at a regionally accredited post-secondary or first professional-degree-granting institution.

3. The tenured faculty in the academic discipline in which the person is to be conferred tenure must be provided the opportunity to review and share comments with their department head, chair, or director, dean, and the provost/vice president for Academic Affairs or the president of FSU on the candidate's qualifications preceding the offer of tenure to the candidate.

B. Academic administrators who are granted tenure according to Section 3.6.A will not accrue seniority during the course of their administrative appointment. If an academic administrator with tenure moves from their administrative position to a faculty position, they will commence accruing seniority in the bargaining unit and will thereafter be subject to all provisions of this Agreement, except those having to do with the attainment of tenure.

Section 4 - REPRESENTATION AND PROFESSIONAL CONDUCT

4.1. Discipline

A. The Employer and the FFA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process, thereby reflecting favorably upon the University. Breaches of professional conduct, as differentiated from incompetence, are subject to discipline including, but are not limited to: abuse of sick leave and other leaves, excessive tardiness, willful deficiencies in professional conduct and/or performance, violation of Employer policies regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending Member.

Issues pertaining to competence will be handled through evaluation.

B. Disciplinary action shall be defined as any oral or written warning; oral or written reprimand; disciplinary probation; suspension, except for suspensions pending investigation; discharge for misconduct or any combination of the above, of which a formal record is kept or of which the disciplined Member is thereafter formally prejudiced. In no case will a Member be subjected to disciplinary action without just cause, due process or on the basis of any anonymous information.

C. A Member shall be notified immediately according to, and as allowable under, college and university policies and any applicable laws, of alleged complaints by students or employees with specific particularity and specificity of the allegations in writing from the complainants. A Member shall be notified of the right to have FFA representation at any meeting at or from which disciplinary action, as defined in this Section, may result. In no event shall any Member be disciplined in, or as a direct result of, a meeting at which FFA representation was not permitted.

D. If some disciplinary action may result from/during a meeting in which the right to FFA representation was not permitted, or waived by the Member, the Member has the right to terminate the meeting pending the arrival of an FFA representative.

E. Whenever the result of any disciplinary action, or delinquency in professional performance is reduced to writing, the findings and decisions of the Employer shall be filed in the Member's personnel file and a copy thereof given to the Member.

F. In all cases involving discipline, the Member is entitled to due process specified in the policy, which was allegedly violated, and which is as follows:

1. A written statement from the appropriate administrator notifying the Member with sufficient particularity of the specific written charges and copies of the written complaints the preliminary charges;
2. A conference before an impartial administrator, of which the Member is duly notified, at which the Member must present any evidence in support of their position;
3. Representation by their association representative and/or by counsel of their choosing;
4. A decision, in writing, after the conclusion of the conference setting forth the decision of the appropriate administrator;
5. There shall be no disciplinary suspension without salary, or disciplinary discharge, until the above written decision is rendered;
6. Before suspending or discharging a Member, the administration shall consult with the president of the FFA;

The above procedure will be administered in a timely fashion, and said decision is grievable starting with Step 4 of the grievance procedure.

4.2. Personnel Files

A. No material originating after initial employment will be placed in a Member's official personnel file unless the Member receives a copy of the material. No anonymous information or derivatives thereof shall be placed or retained in any bargaining unit Member's official personnel file. Subsequent to the date of this Agreement in the case of disciplinary information or performance evaluations, Members will be given the opportunity to sign or initial the document before including the material in the file. Unsigned or uninitialed disciplinary information or performance evaluations shall not be used in grievance procedures or disciplinary action unless the Employer can establish the Member was given a copy or was given the opportunity to initial the material. A Member's signature or initials on such material does not imply agreement with the contents.

The Member may submit a written statement regarding any material, and the same shall be attached to the file copy of the material in question.

B. No more than one (1) official personnel record may be maintained for any Member of the bargaining unit. Any Member of the bargaining unit may examine their post-employment personnel record. A Member shall have access to their records during normal business hours by appointment and may elect to be accompanied by a representative of the FFA when the Member examines it. Upon request and at the

Member's own cost, the Member will be provided a copy of such post-employment records as requested.

4.3. Faculty Participation: Educational Policy

A. This Agreement shall not be construed to deny faculty the opportunity to participate on committees.

B. The FFA may raise for discussion, with faculty and administration, issues of concern to faculty including the adoption of new educational policies.

Section 5 - RIGHTS OF THE EMPLOYER

It is the responsibility of the Employer to fulfill the role and mission of the University stated in the Ferris State University Mission Statement. In fulfilling its role and mission:

A. The Employer, on its own behalf, hereby retains and reserves unto itself, without limitation except as herein provided, all power, right, authority, duties, and responsibilities conferred upon and vested in it by laws and the constitution of the State of Michigan, and of the United States, including all of the customary and usual rights, powers, functions and authority of management.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

Section 6 - SENIORITY

6.1. Determination of Seniority/Definitions

A. For full-time Board-appointed Members, seniority shall be defined as length of continuous service from the actual date the Member was scheduled to report for bargaining unit work, unless otherwise expressly defined herein.

B. For Board-appointed part-time Members who have been employed for at least one-half of the average load for their department, seniority shall be defined as length of continuous service from the actual date the Member was scheduled to report for bargaining unit work.

C. As between any two or more Members who have the same seniority date, seniority shall be determined as follows:

1. If the Members' seniority date is prior to June 30, 1984, the tie shall be broken based on the dates of issuance of their initial contracts. The

Member with the earliest-issued Board-approved contract shall have the most seniority; or

2. If the Members' seniority date is after June 30, 1984, the tie shall be broken by using the last four (4) digits of the affected Members' Social Security number. The Member with the highest last four digits shall have the most seniority.

D. All provisions of Section 6 regarding seniority shall have no application with respect to non-tenure and tenure matters.

6.2. Change in Employment Status

A. For the purpose of seniority, all paid leaves of absence shall be considered as continuous employment.

B. A Member who accepts a grant position of either a full or part-time assignment shall retain their bargaining unit status and shall continue to accrue seniority.

C. A Member who accepts a part-time, acting or interim administrative position at the University and who is not otherwise excluded from the bargaining unit pursuant to Section 1.3 of the Agreement, shall continue their bargaining unit status and shall continue to accrue seniority while occupying such position.

D. A Member who leaves employment with the University and subsequently is rehired shall be considered a new employee without seniority.

E. After June 30, 1984, Members who begin their employment with the University as faculty on part-time assignment (non-bargaining unit only) or as temporary and/or grant-supported faculty shall not accrue seniority while occupying such positions.

F. Except as provided in Section 7.9, any employee of the University holding a position not listed in Section 1.3 of the Agreement who transfers into the bargaining unit shall accrue and/or retain seniority as follows:

1. A non-bargaining unit employee who transfers into the bargaining unit shall begin to accrue seniority immediately upon recognized entry into the bargaining unit;

2. A non-bargaining unit employee who has previously accrued seniority as a Member, in a seniority group of the bargaining unit for instruction at least the equivalent of two (2) academic semesters, shall, upon re-entry into that same seniority group(s) within one (1) year of when they left the seniority group, resume accrual of seniority within that seniority group(s) with recognition fully given to the previously accrued seniority within that same seniority group. If a former Member returns to the bargaining unit after being absent from it for more than one (1) year, they shall not retain any previously accrued seniority within the

unit. This paragraph is inapplicable to an employee who leaves the employment of the University; and

3. In no event shall seniority accrue to any employee of the University while not in the bargaining unit, nor shall seniority accrue in any seniority group, to any employee while not in that seniority group of the bargaining unit.

G. The president of the FFA shall be provided written notice confirming any University administrative appointment that results in a Member leaving the bargaining unit. Such notice shall be provided by HR within ten (10) working days of HR's receipt of notice of administrative approval of the transaction.

6.3. Seniority Groups

A. Each Member shall be assigned to a seniority group based on the original position for which employed and/or to which specifically assigned at a later date in accordance with departmental procedures. In the event that a Member transfers to another seniority group, they shall retain, but not accumulate, seniority in the seniority group from which transferred. A Member who transfers or is transferred under any conditions of employment to another seniority group shall earn seniority credit at a rate of one (1) year credit for each year of service, beginning with their first day of work in the new seniority group.

B. Seniority groups shall not be created, merged or deleted without an advisory vote of the affected Members at least sixty (60) working days before the action takes place.

6.4. Loss of Seniority

Seniority is lost and, except under paragraph F, employment in the bargaining unit is terminated and, if applicable, a Member's name is removed from the preferred hiring list if a Member:

A. Resigns;

B. Retires;

C. Is discharged for just cause or otherwise lawfully terminated, including termination resulting from the expiration of time on the recall list;

D. Rejects in writing an offered position which is at least the same rank and salary as the position held by the Member immediately prior to retrenchment (as defined in Section 8), or if the Member does not respond in writing within thirty (30) days after being offered, in writing, such position;

E. Except as provided in Section 7.9, leaves the bargaining unit for more than one (1) continuous year while remaining in the employ of the University; or

F. Does not return to work after a sick leave of absence for the period of one (1) year, provided that notwithstanding termination of employment under this paragraph, the Member's entitlement to sick leave pay or LTD benefits, if any, is not affected. Termination under this paragraph is discretionary with the Employer.

6.5. Seniority List(s)

The FFA shall have sixty (60) working days after the transmittal of the seniority list(s) to raise any objections it may have to the composition of the seniority list(s). If any objections are formally raised by the FFA, a meeting shall be held between the Employer and the FFA to attempt reconciliation of the seniority list(s). Unresolved disputes shall be subject to the grievance procedure.

Section 7 - WORKING CONDITIONS

7.1. Professional Responsibilities

A. The primary professional responsibilities of Members are teaching and the provision of counseling, library, and other educational services.

B. Further, Members of the bargaining unit have professional responsibilities which may include advising students; orientation; registration of students; participation in University committees; keeping regular posted office hours, which are scheduled at times convenient for students; and participation in traditional functions which have academic significance. Members shall not be asked to spend an excessive or unreasonable amount of time on such services. A Member shall not be required to serve in a program coordinator, department chair, director or acting/interim administrative position. Faculty Members may agree to be given release time from their normal professional responsibilities. Such agreements must be in writing and for a specified length of time which may be renewable upon mutual agreement of the Member and the Employer at least one (1) month prior to the initiation of the renewed period of released time.

C. In addition to traditional uses for professional development money, Timme Professional Development Incentive Funds and college professional development funds may be used to develop new teaching techniques (including taking for-credit and not-for-credit coursework in Member's field); to collect materials for new programs; to develop new ways of presenting material; to develop new curricula for implementation at the University; to establish linkages between University programs and other organizations, agencies, or institutions; or to survey what is being done at other institutions as models for programs at the University. Specific course work for the purpose of receiving additional degrees will not be funded using professional development funds. Professional development funds for the purposes above will require department head, chair, or director approval.

D. The nature of FSU as an educational institution is such that the performance of teaching faculty duties extends beyond classroom responsibilities and cannot be restricted to a fixed amount of time or points in time. Therefore, this Agreement shall not be construed either to require a specific number of hours of service

to the University, nor to give any Member the right to additional compensation based on the number of hours of service performed, except as elsewhere provided in this Agreement.

E. Subject to the satisfactory performance of academic and/or professional duties, Members may engage in other activities for financial consideration that do not conflict with professional duties, providing, however, that prior permission to engage in duties that might reasonably impinge upon professional and/or academic duties is first obtained. Such approval will not be unreasonably withheld.

7.2. Workload

A. Teaching Faculty:

1. Courses Taught by Traditional Methodology:

a. All present department workload policies continue unless revised under this Section, provided that present policies which identify semester workloads which can be annualized as the sum of the semester workloads shall be so annualized.

b. The establishment or revision, as applicable, of any workload policy may be requested by either the written request of a majority of a department's Members or directed by the provost/vice president for Academic Affairs.

i. A Member request shall be made to the department head and shall include the proposed policy or changes and the rationale.

ii. If the provost/vice president for Academic Affairs directs, the department head, chair, or director shall notify the department Members and provide them an opportunity to participate in the preparation/change within the time directed by the provost/vice president for Academic Affairs.

iii. Workload policies shall incorporate relevant criteria including but not limited to the following:

a) Semester credit hours, student credit hours, or contact hours.

(1) In this regard, twenty-four (24) semester hours per academic year, excluding summer shall be weighed as a standard workload but, recognizing the differences between colleges and between departments within colleges, shall be neither a minimum nor a maximum. For

equivalency purposes, twenty-four (24) semester hours is equivalent to thirty-six (36) contact hours or seven hundred twenty (720) student credit hours per academic year, excluding summer semester.

(2) Provided that not more than two-thirds ($2/3$) of an annual normal load will be assigned in any one (1) semester unless the Member agrees.

b) Occupational and professional standards for the discipline, course content, course difficulty, class size, course development, program coordination, research and other relevant factors.

c) See also Section 13.6.B.

iv. If the department head, chair, or director and a majority of the department Members agree, the proposal and rationale shall be delivered to the dean. The dean shall forward the proposal along with their recommendation to the office of the provost/vice president for Academic Affairs.

v. If the provost/vice president for Academic Affairs approves, the policy shall be effective as of the date determined by the provost/vice president for Academic Affairs.

vi. If the provost/vice president for Academic Affairs does not approve, the proposal shall be returned to the department for revision and resubmission as directed including, but not limited to a date for resubmission.

vii. If the department head, chair, or director and a majority of the department Members agree upon the resubmission, the proposal will be delivered to the dean. The dean shall forward the proposal, along with their recommendation, to the office of the provost/vice president for Academic Affairs.

viii. If the provost/vice president for Academic Affairs approves, the proposal shall become the policy effective as determined by the provost/vice president for Academic Affairs.

ix. In the event the provost/vice president for Academic Affairs does not accept a recommended proposal in full, the provost/vice president for Academic Affairs shall meet with the committee to further discuss the proposals before determining the policy.

x. If the department head, chair, or director and a majority of the department Members do not agree upon the resubmission, not later than ten (10) working days after the resubmission date, either may request to the provost/vice president for Academic Affairs that the proposal be reviewed by an *ad hoc* workload committee which will be formed and respond as set forth below.

xi. If the department head, chair, or director and a majority of the department Members do not agree, either a majority of the department Members or the department head, chair, or director may, within ten (10) working days, request the appointment of an *ad hoc* committee. If there is no request within the ten (10) working days, the provost/vice president for Academic Affairs shall determine the policy.

xii. Upon the request as in paragraph v, the provost/vice president for Academic Affairs will direct that an *ad hoc* workload committee comprised of four (4) people, two (2) of whom will be appointed by the FFA and two (2) of whom will be appointed by the provost/vice president for Academic Affairs, be formed, notify the FFA that such committee is to be formed and set a date for the FFA to identify its appointees. If the FFA fails to timely identify its appointees, either the provost/vice president for Academic Affairs appointees will review the policy or the provost/vice president for Academic Affairs will determine the policy as the provost/vice president for Academic Affairs determines in their sole discretion.

xiii. The *ad hoc* committee shall consider the proposals and rationale and deliver its written recommendations to the office of the provost/vice president for Academic Affairs within two months of its formation or by such other date as may be agreed by and between the provost/vice president for Academic Affairs and the FFA.

xiv. The provost/vice president for Academic Affairs shall then determine the policy.

xv. The decision of the provost/vice president for Academic Affairs is final, binding and not arbitrable.

2. Courses Taught by Non-Traditional Methodology:

a. Courses taught by non-traditional methodology include but are not limited to: television, computer-aided instruction, video-tape lecture, electronic, or other media.

b. Courses taught by non-traditional methodology shall be first offered to qualified volunteers. If there are insufficient volunteers, Members may be assigned consistent with department procedures developed in Section 7.5 and the applicable workload policy. If such assignment is not addressed by the workload policy and the department head, chair, or director and Member cannot agree in advance on the workload credit for the assignment, the Member can request a workload review under Section 7.2.C and D.

c. Intellectual Property Rights and Electronic Distance Learning Materials. See University Academic Affairs Policy.

B. Counselors and Librarians:

1. Weekend and evening assignments for counselors and librarians shall be rotated within the seniority group consistent with department needs.

2. Counselors and librarians have access to the workload review process when appropriate.

C. Request for Individual Workload Review:

1. Members may request a workload review for any of the following reasons:

a. If they think their workload is unreasonable or inequitable when compared to other Members within that seniority group;

b. If they think their workload does not comply with the policies for their department or seniority group or this Agreement;

c. If they think that changes in their usual workload caused by program changes, different course assignments, or changes in non-teaching assignments have created an increase in their workload; or

d. If vacancies over three (3) months in their seniority group have caused an increase in their workloads.

D. Procedure for Individual Workload Review:

1. A request for an individual workload review must be filed within twenty (20) working days from the date of the events causing the alleged problem and must include the following:

a. a clear and concise statement of the alleged problem;

b. the time frame over which the alleged problem has taken place; and

- c. a suggested remedy.
2. Should more than one (1) Member from the same department file the same request, all such requests may be combined for review.
3. The request must be submitted in writing to the department head, chair, or director.
4. Unless the dean assigned the workload under review, in which case paragraph 5 applies, the dean will review the request and render a decision including the following:
 - a. a description of the issue;
 - b. an analysis of the relevant workload data covering the time period in question; and
 - c. a decision.
5.
 - a. If the dean's decision does not resolve the matter, within ten (10) working days of the dean's decision, the Member must deliver a written request for review by an *ad hoc* workload review committee to the provost/vice president for Academic Affairs. The provost/vice president for Academic Affairs will direct that an *ad hoc* workload committee comprised of four (4) people, two (2) of whom will be appointed by the FFA and two (2) of whom will be appointed by the provost/vice president for Academic Affairs, be formed, notify the FFA that such committee is to be formed and set a date for the FFA to identify its appointees. If the FFA fails to timely identify its appointees, either the provost/vice president for Academic Affairs appointees will review the workload or the provost/vice president for Academic Affairs will determine the workload as the provost/vice president for Academic Affairs determines in their sole discretion.
 - b. The committee may meet with the Member(s), the department head, chair, or director, dean, school director, or other persons, and may request pertinent information from the Employer sufficient to perform its analysis.
 - c. The committee shall analyze the relevant data and deliver its written recommendation(s) to the office of the provost/vice president for Academic Affairs within two (2) months of its formation or by such other date as may be agreed by and between the provost/vice president for Academic Affairs and the FFA.
6. The decision of the provost/vice president for Academic Affairs is final, binding and not arbitrable.

7.3. Health and Safety

A. The Employer agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. No FFA Member shall be compelled to work under conditions which confront them or their students with an imminent safety and/or health danger. For the purposes of this Section, imminent danger is defined as a condition where there is reasonable certainty that a hazard exists that can be expected to cause death or serious physical harm immediately or before the hazard can be eliminated through regular procedures. When there is a risk of exposure to recognized hazards in the workplace, the Employer is obliged to take all reasonable non-discriminatory steps to ameliorate the hazard. Additionally, the Employer agrees to make all means of egress, including access to work sites, safe from undesirable conditions caused by inclement weather, in a reasonable manner as determined by the affected area's health and safety team.

B. The FFA and the Employer recognize that a cooperative approach between Members and administrators at the work site, stressing the preventative aspects of safety/health problems affecting them both and the students of the institution, is essential to the solution of those problems. To these ends, they can best implement this cooperative approach through the establishment of health and safety teams at the college/bargaining unit employment area or office level. A health and safety team will be made up of an administrator co-chairperson and a Member co-chairperson, one (1) additional administrator and three (3) additional Members from the same college/employment area. The Members of the college/employment area will select their team co-chairperson and Members.

C. Any Member who believes there are situations which are in violation of local, state or federal environmental, health and/or safety regulations shall report such situations to the University's health and safety coordinator immediately with a copy to the unit health and safety team leader. Meetings of the health and safety teams shall be called by the co-chairperson during normal working hours or in response to a concern from either group of represented participants. The team will be free to discuss, consider and decide upon proposed means to remedy the problem/concern identified. A brief report of each proposal will be sent to the dean of the affected college/employment area, the vice presidents for Administration and Finance and Academic Affairs, and the department head, chair, or director of the affected area. It is agreed by both the FFA and the Employer that timeliness is essential in the correction/prevention of health and safety deficiencies and the team will not delay in its deliberations or the issuance of its proposals.

D. Appropriate items of discussion for the team may include, among other things, the availability of protective equipment, clothing and devices necessary for the safe pursuit of assigned Member duties, and concerns received from participants' constituencies and the immediate review of any determination of imminent danger. Appropriate data (i.e., levels of chemicals, noise, radiation and air contaminants) generated by the University's health and safety officer shall be made readily available to the teams for analysis.

E. The team will inform affected constituencies of all identified hazards in the workplace, along with federal and state recommended standards of safety and remedy for exposure to such hazards.

F. The team shall additionally be charged with implementation and promotion of a program to educate its constituencies concerning safe work practices and potential dangers.

G. Failure of the Employer to implement recommendations of the committee that exceed the requirements of applicable state and federal law shall not be subject to the grievance procedure and arbitration.

7.4. Academic Freedom

A. The Member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties; but research for pecuniary return using University facilities must be based upon an understanding with the authorities of the institution.

B. Members are entitled to academic freedom in the classroom in discussing their assigned subjects and disciplines and should alert their students to the various scholarly views related to those subjects and avoid presenting unrelated material.

C. The concept of freedom should be accompanied by an equally demanding concept of responsibility. When Members speak or write as citizens, they should be free from institutional censorship or discipline. They should always make every effort to be accurate, exercise appropriate restraint, show respect for others' opinions and indicate that they are not an institutional spokesperson.

D. The above shall be construed to mean that no limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues as long as that recognized right shall not be brought to bear on regular instructional activities.

E. As a component of academic freedom, Members are responsible for decisions regarding the classroom instruction of students, in accordance with department procedures.

F. No Member shall have their instruction or lab viewed or recorded electronically by the Employer with any video or sound equipment without reasonable advance notification from the Employer, typically no less than twenty-four (24) hours.

7.5. Department Procedures

A. To involve Members in the decision-making process regarding matters of departmental concern, department heads, chairs, and directors shall provide not less than thirty (30) calendar days for department Member input before the following:

1. Forwarding a new course or curriculum to the dean or next level of course/curricular review;
2. Forwarding a revision of an existing course or curriculum to the dean or next level of course/curricular review;
3. Submission of the department's course schedule and proposed teaching assignments to the dean;
4. Submission of annual department budget request; or
5. Any other matters which the department head, chairs, and directors and the Members agree to consider.

B. If the department head, chairs, and directors must take action in less than thirty (30) days or learns of the need to take action such that it is impracticable to provide thirty (30) days written notice, they shall provide the opportunity for input as soon as reasonably practicable.

1. Failure to provide such opportunity shall not be the basis for either delay of such action or for overturning such action.
2. When less than thirty (30) days written notice is given, the Member may respond directly to the dean/provost/vice president for Academic Affairs.

C. Before the Employer makes a final decision in the hiring of a department head, chair or program director, department Members will be offered an opportunity to:

1. Submit a recommendation to the dean on the expertise and/or credentials for the position;
2. Interview candidates; and
3. Review and submit recommendations regarding the credentials and suitability of the candidates.

D. Any referendum or vote on department matters used to determine the view of the majority of the Members of a department shall be limited to the Members of that department.

E. A rotation list needs to be established and, if needed, to determine course schedules, assignments, and, where applicable, overloads, office assignments, release

time, stipends, etc., the initial rotation shall be based on the seniority of the affected Members. A new Member is added to the bottom of the rotation list as it exists on the first day they report for work as a bargaining unit Member.

F. If all other factors are relatively equal, subject to 18.B.2 and 18.B.4, consideration will first be given by the dean, then department head, chair, or director to the best qualified candidates among those available from the Members within the seniority group before going to other sources.

7.6. Hiring

A. The parties recognize their mutual interest in recruiting and hiring into the bargaining unit only the most qualified applicants available in order to ensure quality education. In order that the Employer can act promptly to recruit such individuals, Members shall form search committees in accordance with department procedures jointly adopted by the department head, chair, or director and a majority of the department Members, provided that if the Members do not form a search committee or there are no department procedures for forming such committee, the department head, chair, or director shall form such committee. The committee shall:

1. Identify the position expertise required;
2. Review credentials of applicants and recommend those qualified for interviews. The Employer may add additional interviewees from applicants already a part of the applicant pool and who meet the posted qualifications after consultation with the search committee;
3. Interview applicants and conduct open sessions for all interested Members;
4. Evaluate interviewed applicants; and
5. Submit a prioritized list of all qualified interviewed applicants to the department head, chair, or director. The Employer may add additional applicants to such list from among those interviewed after consultation with the search committee.

B. The department head, chair, or director will submit the recommended list of qualified applicants along with his or her own recommendation to the dean. The dean shall either select from the list or initiate a new search in accordance with the foregoing provisions.

1. Within fifteen (15) days of the hiring of an applicant who does not appear on the prioritized list submitted by the search committee, the president of the FFA may request in writing a written explanation as to why the candidate was added. Within fifteen (15) days, the provost/vice president for Academic Affairs will provide the explanation; such explanation is not subject to the grievance procedure.

C. The review of candidates shall be conducted in accordance with the University's procedures and policies. The final decision regarding employment of candidates is reserved to the Employer.

7.7. Summer

A. Determination of Summer Course Offerings Commencing Summer 2019:

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

2. By December 15, department Members may suggest to their dean or designee, as appropriate, those courses which might be taught during the summer semester.

3. By January 15, each dean or designee where appropriate, shall have composed a list of potential summer school courses/sections for the following summer school semester. This list may include courses to accommodate students who are enrolled in programs that operate throughout the calendar year, students who are seeking to graduate at the end of the summer semester or the following academic semester, students who have been admitted to begin their programs in the summer, and students for whom FSU has an obligation to offer a supervised internship. It may also include such other courses deemed appropriate by academic deans, or designee(s).

4. Summer Course Offerings

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

5. The dean or designee shall offer course assignments to Members within the seniority group consistent with the seniority group rotation list prior to making offers to other sources.

B. Compensation:

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

2. Determination of enrollment for determining full pay shall be by the Wednesday before the start of the specific summer session.

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

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

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

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

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

C. Summer Rotation List:

1. By September 15, department head, chair, or directors will distribute a questionnaire to Members requesting that they express their interest in teaching summer semester.

2. By October 1, Members must return the questionnaire to their department head, chair, or director. Failure to return the questionnaire will be deemed a negative response.
3. Members who respond in the negative will not be considered for summer employment but will maintain their relative position on the rotation list.
4. Members who respond in the affirmative have until the beginning of early summer registration (generally the third week of spring semester) to decline employment without prejudice to their position on the rotation list. Members accepting summer employment will be expected to carry out the assigned responsibilities. Requests after the beginning of early summer registration to decline employment which are made for professional reasons or reasons of health, will be considered on their merit by the dean.
5. No Member shall be required to accept less than a full load. Members declining less than a full load shall remain in place on the rotation list.
6. Each Member shall have the opportunity to accumulate a full load before starting over on the rotation list.
7. Once the initial assignments are made, mutually agreeable exchanges may occur between qualified Members with the concurrence of the department head, chair, or director or dean until the beginning of fall registration, generally the third week of March, and continued summer registration. Denial of a proposed trade must be based on lack of course-specific qualifications.
8. Summer courses listed as internship, co-op, or clinical will continue to use the existing per student formulas for computing summer salary.
9. Teaching loads for summer semester will be consistent with department workload policies. In addition, summer semester projects for which a Member's rate of pay is determined as a fraction of load shall be equated as part of a full load compensation for summer.
10. Any of the following for which a Member's rate of pay is determined as a fraction of load shall be credited against their summer rotation list position: on-campus courses, off-campus courses, online courses, courses outside the Member's seniority group, and special projects.
11. Any "extra class" assignments (overloads) will be assigned last and the pay rate for those assignments will be at the normal overload rate.

D. Summer Semester Review Committee

1. The committee shall consist of two (2) administrators selected by the Employer, and two (2) Members selected by the FFA.

2. The committee will meet early in November to review the previous summer semester experience and submit recommendations to the FFA and to the FSU administration.

7.8. Performance Review

A. Tenured Members' performance shall be reviewed in accordance with the individual college's post-tenure review policy. Review may include, but is not limited to, peer review, student evaluations, and other performance assessment methods.

B. To involve Members in the development and/or change in standards, department head, chair, or directors will provide not less than thirty (30) calendar days for department Members' input before submission to the dean.

C. The content of reviews is not subject to the grievance procedure.

D. A Member who disagrees with all or any part of the review must deliver a written response to the department head, chair, or director within fifteen (15) working days of knowledge of the review. The response must identify all aspects with which there is disagreement and the factual basis for such disagreement. The response will be attached to and remain with the review. Upon request by the Member, the next higher administrator shall meet with the Member to discuss the review within fifteen (15) working days of the request. The administrator will give the Member a written response to their areas of disagreement within fifteen (15) days.

7.9. Transfers

A. An administrator may seek to transfer into the bargaining unit as follows:

1. With timely notice by the provost/vice president for Academic Affairs to the appropriate department, an administrator who was previously in the bargaining unit may return to the bargaining unit with previous rank, tenure, and seniority as of the date they left the bargaining unit. Such a return may be effectuated when a vacancy exists, and the administrator is qualified to fill the vacancy. The decision of the provost/vice president for Academic Affairs may be appealed to the president by a majority vote of the tenured Members of that seniority group. The decision of the president is final, binding, and not subject to arbitration. If such administrator does not have tenure, they are subject to the tenure review process in Section 3.

2. The provost/vice president for Academic Affairs may assign to a faculty position an administrator who was not previously in the bargaining unit. The decision of the provost/vice president for Academic Affairs may be appealed to the president of FSU by a majority vote of the tenured Members of that seniority group. The decision of the president is final, binding and not subject to arbitration.

a. The provost/vice president for Academic Affairs may, after receiving the recommendation from the appropriate Members, assign rank to an administrator.

b. An administrator who has not previously been granted tenure at FSU but who transfers to a bargaining unit position shall be subject to the tenure review process in Section 3, except that the non-reappointment provisions of Section 3 shall become effective after the third year of the faculty appointment.

3. The salary for an administrator assigned to a bargaining unit position will be determined by the provost/vice president for Academic Affairs, taking into consideration the existing salaries of Members in the seniority group, the College and University Personnel Association (CUPA) salary survey for state colleges and universities, individual credentials, rank and degree.

B. Current Member Transfers

1. A Member may seek to transfer from one seniority group to another without losing benefits under this Agreement, provided the member meets all the qualifications for the position to which they are seeking to transfer. Their credentials shall be reviewed pursuant to Section 7.6.

2. An internal posting from Human Resources will be utilized. A member may seek to transfer within a seniority group without losing benefits under this Agreement, provided they meet all the qualifications.

C. Except as provided in Section 8.7.C, tenure granted a Member is retained regardless of position within or without the bargaining unit while an employee of the University. Tenure status of non-tenured Members shall be in accordance with Section 3 of this Agreement.

7.10. Academic Calendar

The academic calendar will continue to be determined by the Employer in a manner consistent with current practice and the 1994 semester conversion previously approved by the Employer and the FFA. The Employer recognizes the FFA's reservation of right to bargain over issues related to the calendar in accordance with applicable law should it elect to do so in successor negotiations.

Section 8 - RETRENCHMENT

8.1. Definition

A. Retrenchment is defined as a reduction in the number of faculty in any curriculum area, department or seniority group.

8.2. Retrenchment by Attrition and Voluntary Reassignment

A. Retrenchment may be accomplished through attrition, including, but not limited to, resignation or retirement.

B. Retrenchment may also be achieved by voluntary reassignment within the bargaining unit that is mutually agreeable between the Employer and the Member.

8.3. Retrenchment by Layoff

A. Layoff is the involuntary reduction in the number of Members for educational, business, or economic reasons other than for cause or non-reappointment.

B. When, in the sole judgment of the Employer, retrenchment through attrition or voluntary reassignment does not meet its needs, it may be accomplished through layoff.

C. The provost/vice president for Academic Affairs will give the president of the FFA written notice of the Employer's preliminary proposal to retrench through layoffs of Members, including whether the decision is fiscally based or programmatic based, not less than sixty (60) calendar days before the presentation of the proposal to the president. The FFA may comment during the sixty (60) calendar days, including but not limited to options under Section 8.7.

D. The final proposal will be determined by the provost/vice president for Academic Affairs and reported to the president of the FFA.

E. The following order of layoffs will be utilized:

1. part-time and temporary faculty;
2. non-tenured full-time Members;
3. part-time tenured Members; and
4. full-time tenured Members.

F. With respect to the application of Section 8.3.E, layoff shall be in inverse order of seniority group seniority, within the curriculum area, department or seniority group in which the reduction will occur, as applicable, consistent with programmatic academic needs as determined by the Employer, including but not limited to qualifications.

1. When the Employer departs from compliance with Section 8.3.E above for "programmatic needs" the president of FFA will be notified in writing by the administration. The written notice will be issued at least thirty (30) days prior to the notification date of layoff and will include but not be limited to the following:

- a. Name of Member affected;

- b. Reasons for the exception; and
- c. Projected date of layoff.

2. Where layoff is by curriculum area, for purposes of this Section only, the area in which a Member is classified will be determined by the area in which they taught the most credit hours in the current and immediately preceding two (2) academic years.

8.4. Notification

A. Members who are to be laid off shall be notified as follows:

- 1. A non-tenured Member shall be notified by February 1 of their last year of employment; or
- 2. A tenured Member shall be notified by July 1 of the year preceding the last year of employment.
- 3. An impacted Member of the Academic Advisor classification shall be notified (six) 6 months prior to the date of effective layoff.

8.5. Layoff Benefits

A. Insurance - Insurance benefits shall be continued to the end of the month in which the layoff occurs (May, if at the end of the academic year) and for the following twelve (12) months, even if they continue employment in a bargaining unit position on a part-time basis.

B. Sick leave – The Employer shall pay a laid off Member fifty percent (50%) of their accumulated sick leave not to exceed one hundred (100) days at their rate of pay at the time of layoff. Such payout will occur on or after the beginning of the semester following layoff.

- 1. A Member who is recalled may either repay the sick leave payout and have their sick leave reinstated or start with no accumulated sick leave.

C. While a laid off Member is employed on a part-time basis, the Employer shall:

- 1. Except as provided in 8.5.A, contribute toward the premium for insurance benefits in the same proportion as the assigned semester workload is to one-half (1/2) the annual workload, not to exceed either (1) one hundred percent (100%) or (2) that same proportion of the cap on the Employer's contribution; and
- 2. Pay the Member as follows:
 - a. If assigned a full load, the salary as of the time of layoff; or

b. If assigned less than a full load, *pro rata* salary per semester based upon salary as of the time of layoff in the same proportion as the assigned load is to one-half (1/2) an annualized full load.

8.6. Recall

A. A laid off tenured Member shall be on a recall list for three (3) years. A laid off non-tenured Member shall be placed on the recall list for two (2) years.

B. No Member laid off from another seniority group, no new person, whether full-time, part-time, or temporary, will be hired to fill, and no administrator will be transferred into a vacancy in the seniority group of a Member on the recall list unless the vacancy is first offered in writing to all qualified laid off Members from such seniority group on the recall list, in order of seniority, for a period of thirty (30) calendar days.

C. A recalled Member shall have at least the same rank and salary held when laid off, shall retain all sick leave accumulation, subject to Section 8.5.B, and credits for tenure and sabbatical leave and shall not be considered a new employee.

8.7. Layoff Alternatives

A. The Employer will review alternatives to layoff with the president of the FFA as described below:

1. Assignment to vacancies consistent with the employee's experience, credentials and qualifications;
2. A retraining sabbatical as described in Section 8.8; or
3. The buy out option as described in Section 8.9.

B. The Employer will send written notice of vacancies to the FFA president and will, for informational purposes, mail written notice of vacancies to Members who have been notified of layoff and laid off Members on the recall list. Failure to comply with this requirement shall be subject to the grievance procedure; provided however, that the exclusive remedy shall be a twenty-five dollar (\$25) contribution to the student emergency loan fund.

C. A laid off Member may apply to fill vacancies in bargaining unit positions for which they are qualified.

1. Members on the recall list and Members who have been notified of layoff who apply for a vacancy will be evaluated pursuant to Section 7.6.
2. A laid off Member who is selected to fill a vacancy, shall be issued a one-year temporary contract which may be renewed for up to an additional one (1) year. While employed on a temporary contract, they will accumulate seniority pursuant to Section 6. Not less than one (1) month before the expiration of such temporary contract, the Employer shall notify them of:

3. Disqualification from consideration for the vacancy, in which case the Member reverts to previous layoff status; or

4. Offer of the vacancy. If accepted, tenure status, if any, shall be reinstated and the Member shall earn seniority at a rate of one (1) year for each year of service. If rejected, they shall in all respects be treated as a voluntary quit.

D. The final decision regarding employment of laid off Members in vacancies shall be made in accordance with Section 7.6.

8.8. Retraining Sabbatical

A. A tenured Member notified of layoff or laid off is eligible for a retraining sabbatical. The Member may prepare a proposal which describes the intended education or work-related program and submit it to the provost/vice president for Academic Affairs. If the provost/vice president for Academic Affairs believes the proposal has merit, it shall be granted.

B. Retraining sabbaticals shall be governed by Section 10.4 regarding duration and pay. However, they shall be granted only when connected with layoff and shall not be considered under Section 10.4.

8.9. Buy Out

A. A buy out must be offered to each Member in the curriculum area, department or seniority group in which the reduction occurs. The provost/vice president for Academic Affairs may refuse any Member the right to participate. Acceptance of a buy out constitutes termination of employment under the following conditions:

1. The Employer will pay one (1) year's salary at their rate of pay at the time of termination. The Member may elect to receive the pay in either (1) a lump sum, (2) in installments over the regular academic year, or (3) in installments over the regular fiscal year;

2. Provided the insurance carrier agrees, the life insurance, health insurance and dental insurance in effect at the time of termination will be continued for one (1) calendar year with premiums fully paid by the Employer;

3. Accumulated sick leave will be paid as though they had retired according to Section 10.1.E.3 of this Agreement; and

4. The Member forfeits and waives all rights to recall or other options pursuant to this Agreement.

B. The buy out is effective June 1 or July 1 for 10 or 12 month Members, respectively, following termination of employment.

C. Having accepted a buy out, a Member may elect to forfeit the last year of employment as described in Section 8.4.

Section 9 - GRIEVANCE PROCEDURE

9.1. Definition - Grievance

- A. A grievance is an alleged violation of a specific section of this Agreement.
- B. A grievance may be initiated by one or more Members and must be signed by all grievants, and the conclusion of the grievance shall be applicable to all grievants.
- C. An Association grievance may be initiated by the FFA when the FFA's specific rights, as distinguished from the rights of the individual Members of the FFA, under this Agreement have been violated. A grievance filed by the FFA hereunder shall be initiated at step 4 of the grievance procedure.
- D. A grievance affecting more than one Member may be consolidated by agreement of the Association and the provost/vice president for Academic Affairs and brought forth as a single Association grievance by the FFA. A consolidated grievance affecting Members from more than one department, or more than one college shall be reduced to writing and forwarded for processing at step 3 or step 4 of the grievance procedure, respectively. In such consolidated grievance cases all grievants must be identified and the conclusion of the grievance shall be applicable to all such grievants.

9.2. Flow

- A. The purpose of this Section is to provide a prompt and efficient procedure for investigation and resolution of grievances. The review processes set forth are the sole methods for the resolution of grievances. All time limits will be adhered to, except where changed by mutual agreement in writing. It is the intention of the parties to expedite the handling of grievances that otherwise extend beyond the semester or academic year if all facts pertaining to that grievance are known by both parties. If such facts are not known to other parties, or if the parties are unavailable, the time limits will be extended until the commencement of the following semester.
- B. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn. Lack of timely response by the Employer at any stage will serve to advance the grievance to the next higher step if the grievant so desires and signifies the desire by written notice to this purpose; but in no event does such lack of response give rise to further grievance.
- C. The grievant may withdraw a grievance at any time.
- D. Any grievance which occurs during the term of this Agreement and is commenced according to the terms of the grievance procedure within twenty (20) days of the termination of this Agreement shall be processed through the grievance procedure to final resolution.
- E. The Employer and the FFA may mutually agree to skip steps of the grievance procedure.

9.3. The Grievance Procedure

A. Step 1 - Discussion

Within twenty (20) working days of the time a grievance might reasonably be known to exist, the aggrieved Member(s) shall discuss the grievance with their immediate administrator, identifying it as a grievance, either with or without representation by the FFA, at the grievant's (s') election. In all instances, the Association shall have the right to be present.

B. Step 2 - Written Level

1. In the event the grievance is not resolved in step 1, the grievance shall be written and signed by the grievant(s) and by the FFA on a standard Employer/FFA grievance form and presented to the administrator in step 1 within ten (10) working days of the discussion at step 1, and shall set forth the specific acts that constitute the basis for the grievance and identify the specific language of the contract that is claimed to have been violated by those specific acts.

2. The administrator shall communicate a decision in writing to the grievant(s) as promptly as possible, but no later than fifteen (15) working days after the grievance has been received.

3. Any settlement, withdrawal, or other disposition of a grievance at this step is not a binding precedent in the disposition of similar grievances.

C. Step 3

1. In the event the grievance is not resolved at step 2, the FFA and grievant(s) shall present it to the administrator to whom the administrator in step 2 reports within ten (10) working days after the step 2 decision. The written grievance must be signed by the aggrieved Member and the FFA and, in addition to the required information outlined in step 2 above, shall include the reasons the proposed resolution of the grievance at step 2 is not satisfactory. The administrator shall, within ten (10) working days, meet with the grievant(s) and, if the grievant(s) wish (es), with a representative of the FFA. The decision at this step shall be written and communicated to all persons concerned as promptly as possible, but not later than ten (10) working days after the meeting. If the grievance is initiated at step 3, the grievance shall be presented to the administrator to whom the administrator in step 2 reports within twenty (20) working days of when the grievance might reasonably be known to exist.

D. Step 4 - provost/vice president for Academic Affairs Level

1. In the event the grievance is not resolved at step 3, the FFA and grievant(s) may advance the grievance to the provost/vice president for Academic Affairs within ten (10) working days after the decision in step 3. This written submission must be signed by the grievant(s) and the FFA and shall include, in

addition to the initial grievance, any amendments or appendices thereto, as required by steps 2 and 3 and the reason(s) the FFA and grievant(s) consider the disposition at step 3 to be unsatisfactory. If the grievance is initiated at step 4, the grievance shall be presented to the provost/vice president for Academic Affairs within twenty (20) working days of when the grievance might reasonably be known to exist.

2. Following this submission, no more than ten (10) working days shall elapse before a meeting is held between a representative of the FFA and the provost/vice president for Academic Affairs or designee. The provost/vice president for Academic Affairs or designee shall answer the grievance, in writing, within ten (10) working days from the date of the meeting at which the grievance was discussed.

E. Step 5 – Arbitration

1. If the grievance is not satisfactorily resolved at step 4, the FFA only may submit the grievance to binding arbitration. The FFA will notify the Employer of its intent to arbitrate by serving written notice of such intent upon the provost/vice president for Academic Affairs within twenty (20) working days after the step 4 answer. If a mutually satisfactory arbitrator cannot be found, the FFA may file a request for a panel of arbitrators within fifteen (15) additional working days after written notice of intent to arbitrate is given to the American Arbitration Association (AAA).

2. The arbitrator and the arbitration shall be subject to the following:

a. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator, within the scope of their authority, is binding upon the parties;

b. The cost of arbitration shall be borne equally by both parties. Expenses for witnesses, however, shall be borne by the party who calls them;

c. Only one (1) grievance shall be presented to an arbitrator in any one (1) hearing, unless the parties agree to combine grievances; and

d. The arbitrator shall conduct the hearing in accordance with the labor arbitration rules of the American Arbitration Association.

Section 10 - PAID LEAVES OF ABSENCE

10.1. Paid Sick Leave

A. General Conditions:

1. Academic-year Members accrue eighty (80) hours of paid sick leave per year and full-year Members accrue one hundred four (104) hours of paid

sick leave per year pro-rated by pay period, not to exceed a total accrual of twenty-four hundred (2400) hours.

2. Summer semester Members who teach a full load will be credited with twenty-four (24) hours of sick leave. Sick leave for less than full load assignments will be pro-rated. Sick leave will be credited not later than the first pay period following the completion of the summer semester.

3. Paid sick leave may be used only for absence from work because of disability caused by illness or injury, medical examination or treatment, dental examination or treatment, or ocular examination or treatment of the Member, and, subject to the limitations in paragraph 10.2, their spouse, parent or minor child.

4. The Employer may require verification of the reason for absence when use for reasons other than as allowed in this Section is suspected. Use of sick leave for reasons other than as allowed in this Section may, at the option of the Employer, be treated as an authorized unpaid leave of absence or as an unauthorized absence from employment which shall result in discipline.

5. Paid sick leave upon verbal request or one made on a Member's behalf by another, shall, at the first reasonable opportunity under the circumstances, be supported in writing with such evidence of need as the Employer may request.

6. The Employer may require that a health care provider satisfactory to it certify or that other satisfactory evidence be provided of either:

- a. Ability to perform all the essential elements of their job, with or without reasonable accommodation; or
- b. Continuing disability.

7. Paid sick leave is solely to provide financial security and is not a guarantee of continued employment.

B. Sick Leave Bank

1. Minimum - Each Member is to contribute eight (8) hours from their accumulated sick leave the first time their sick leave exceeds four hundred eighty (480) hours. Those Members who have previously contributed will not be required to contribute unless the sick leave bank falls below the operating minimum.

2. The sick leave bank will maintain a minimum of two thousand (2000) hours. In the event it goes below two thousand (2000) hours, it will be increased to three thousand (3000) hours through donations or, if donations are insufficient, through the automatic subtraction of four (4) hours from each Member who has more than four hundred eighty (480) hours of accrued sick leave, even

though the subtraction will take them below four hundred eighty (480) hours. Those with less than four hundred eighty (480) accrued sick leave hours at the time the bank is increased under this paragraph will have four (4) hours subtracted from their accrued leave as soon as they accrue four hundred eighty (480) hours. The subtracted hours will be added to the bank.

3. Eligibility - To be eligible for use of the sick leave bank, the Member must:
 - a. Meet the criteria of 10.1.A;
 - b. Have used all of their accrued sick leave;
 - c. Not be eligible for Long Term Disability;
 - d. Not be eligible for Workers' Compensation benefits.
4. Use - The sick leave bank may be used only for personal disability under 10.1.A.
5. Termination - Eligibility for use of the sick leave bank terminates upon the earliest of the following:
 - a. Eligibility for Long Term Disability; or
 - b. Use of seven hundred twenty (720) hours from the bank for each period of disability, as defined by the LTD policy, unless (i.) due to different and unrelated causes and separated by return to active school employment for at least one (1) day, or (ii.) due to the same or related causes and separated by more than six (6) months of continuous active employment.
6. Accounting and reporting - The HR office will be responsible for the accounting of the number of days in the sick leave bank. The Employer will submit a report on the use and status of the sick leave bank to the FFA at the end of each semester.

C. Return from Sick Leave

Members shall provide reasonable notice to the Employer when able to return to work.

1. Ten (10) Days or Less
 - a. Provided that the above requirements are met, upon return to work from paid sick leave of ten (10) days or less, the Member shall be returned to their regular position.

2. Eleven (11) Through Sixty (60) Days

a. Provided that the above requirements are met, upon return to work from paid sick leave of more than ten (10) but not more than sixty (60) consecutive scheduled days, the Member shall be returned to their regular or comparable job for the remainder of the academic term, and thereafter, in their regular position.

3. More Than Sixty (60) Days

a. Provided that the above requirements are met, and provided that employment has not been terminated, upon return to work from paid sick leave of more than sixty (60) consecutive scheduled days, the Member shall be returned to their regular position or one comparable to it.

D. Family and Medical Leave Act (FMLA)

1. Members may be required to use paid sick leave in lieu of leave under the FMLA in accordance with University policy.

E. Sick Leave – Separation

1. A Member who separates from the University's service because of permanent disability shall be paid the cash value equivalent of their accumulated sick leave up to two hundred (200) days. Such compensation will be made at their rate of pay at the time of separation.

2. In the event of death, fifty percent (50%) of the cash value of a Member's accumulated sick leave up to two hundred (200) days, computed at the Member's last authorized rate of pay, will be paid to their estate or beneficiaries. The maximum amount payable will be the cash value equivalent of one hundred (100) days' pay.

3. A Member who, during the term of the Agreement, officially retires from the University, either after reaching at least fifty-five (55) years of age with ten (10) years of continuous service to the University or after reaching at least sixty (60) years of age with five (5) years of continuous service to the University, shall be paid fifty percent (50%) of the cash value of the Member's accumulated sick leave up to two hundred (200) days, computed at the Member's rate of pay at the time of retirement. The maximum amount payable will be the cash value equivalent of one hundred (100) days' pay.

10.2. Use of Paid Sick Leave for Other Reasons

A. Spouse, child, and/or parent illness:

1. Paid sick leave of up to five (5) full days with written verification may be used for the illness of a Member's spouse or child(ren).

2. Where the department head, chair, or director approves, taking into consideration the ability to cover the Member's work responsibilities, the quality of alternate services and other relevant factors, up to three (3) full days of paid sick leave may be used in cases of illness of a parent. A Member may not use more than fifteen (15) days per fiscal year under this provision.

B. Maternity/Paternity/Adoption Leave:

1. Upon written notice, a Member may take up to five (5) full days of paid sick leave, upon and as a result of the birth or adoption of their child.

10.3. Bereavement Leave

A. A Member who is absent from work because of the death of a Member of the immediate family shall, upon completion of the appropriate University form, be entitled to paid bereavement leave not to exceed four (4) consecutive, regularly-scheduled days, one (1) of which must include the day of and attendance at the funeral or bereavement ceremony. Upon authorization by the Employer, a Member may be granted one (1) additional paid day which shall be charged against the Member's accumulated sick leave and must be utilized contiguous to the bereavement leave days. Immediate family is defined as follows:

1. Spouse;
2. Natural or adopted child;
3. Natural or adopting parent;
4. Step-parent;
5. Brother or half-brother;
6. Sister or half-sister;
7. Grandparent;
8. Grandchild;
9. Any near relative who resides in the same household with the Member or any person with whom the Member has made their home;
10. Mother-in-law, father-in-law; or
11. Son-in-law; daughter-in-law.

B. Upon authorization by the Employer, a Member may be granted paid bereavement leave for deceased persons not listed in 10.3.A above which shall not exceed two (2) regularly scheduled days, one (1) of which must include the day of and

attendance at the funeral or bereavement ceremony. Such leave shall be charged against the Member's accumulated sick leave.

C. Bereavement leave authorization shall not be unreasonably withheld.

10.4. Sabbatical Leave

A. Purpose - Sabbatical leave is to encourage Members to pursue special studies, investigations, and research that will contribute to their professional development and competence. Sabbatical leaves are granted for special study, research, and/or other projects that will enhance the usefulness of the person to the institution; perform service on the local, state, national, or international level; and/or bring prestige to the University. Endeavors appropriate for consideration as sabbatical leave projects may include but are not limited to the activities listed below:

1. Community Service: Faculty may use the leave to help develop programs at the local, state, national, or international level. For example, a faculty Member's expertise might be used in evaluating and improving existing programs, training personnel in such programs, serving in professional organizations, editing professional journals, or organizing professional meetings, provided that the time and effort required by the project justify the extended time and release from duties afforded by a sabbatical leave.

2. Professional Development: Faculty may increase their skills and effectiveness as teachers, researchers, or creative professionals, or enhance their usefulness to FSU by developing a new specialty, strengthening a current specialty, or continuing their formal education. The sabbatical leave may be used to pursue a self-designed, structured program of individual study; participate in specialized programs; work with recognized leaders in the field; or pursue graduate, professional, or postdoctoral study, including work that is part of a relevant graduate degree program.

3. Program Development: The sabbatical leave may be used to develop new teaching techniques; to collect materials for new programs; to develop new ways of presenting material; to develop new curricula for implementation at FSU; to establish linkages between FSU programs and other organizations, agencies, or institutions; or to survey what is being done at other institutions as models for programs at FSU.

4. Research, Artistic, and Creative Activities: The sabbatical leave may be used to pursue a variety of pure or applied scholarly projects that may be interdisciplinary or focused within a discipline or area of specialization. Appropriate projects include creation, studies, or critiques of works of art or artistic performances; investigations undertaken to establish facts, principles, and techniques within a discipline; application of the principles and techniques of one discipline to the problems of another; the systematic collection, analysis, and interpretation of data to address a theoretical or practical problem; and preparation of books, articles, lectures, exhibitions, or performances that illuminate

interdisciplinary connections or make theories, issues, or methods of the faculty Member's discipline or specialty accessible to wider audiences.

B. Eligibility - A Member may apply for sabbatical leave after the completion of ten (10) semesters of continuous employment, excluding summer. The sabbatical leave may take place any time following the completion of the twelfth semester of continuous employment, excluding summer.

1. A recipient of a sabbatical leave is eligible for a subsequent sabbatical leave only after again fulfilling all of the above requirements, with time of employment being calculated from the date of return from the previous sabbatical.

C. Duration - The duration of sabbatical leave shall be determined by the validity of the request and the needs and resources of FSU. Sabbatical leaves may be granted for one (1) or two (2) semesters or twelve (12) consecutive months but shall not exceed the period of time for which the applicant is regularly appointed. Under special circumstances, determined by the needs of the applicant and the interests of FSU, a sabbatical leave of two (2) or more non-consecutive semesters may be granted so long as the total period on leave does not exceed the period of time for which the applicant is regularly appointed.

D. Sabbatical Review Committee - Each college, the librarians, and the group composed of the personal counselors/admissions counselors may elect from their tenured Members a college/unit sabbatical review committee consisting of at least three (3) tenured Members or one (1) tenured Member from each unit elected by the Members of that unit, whichever is greater. Personal counselors and admissions counselors are one "unit" for purposes of this section and, as a unit, are entitled to elect one (1) Member from the unit to serve on the All-University Sabbatical Review Committee, as established in Paragraph E of this section. Each unit sabbatical review committee may publish the guidelines it follows to rank order sabbatical leave requests.

1. The Employer has no liability in the event there is no sabbatical review committee or in the event such committee fails to meet its responsibilities.

E. All-University Sabbatical Review Committee - Each college, the librarians, and the group composed of the personal counselors/admissions counselors may elect one (1) Member from its sabbatical review committee to serve on the All-University Sabbatical Review Committee which reports to the provost/vice president for Academic Affairs.

1. The Employer has no liability in the event there is no All-University Sabbatical Review Committee or in the event such committee fails to meet its responsibilities.

F. Application Procedure and Schedule – On or before October 15 of the year preceding the academic year for which leave is requested, applicants must submit a

complete application (as described below in Section 2) to their unit/college sabbatical review committee and a copy to their department head, chair, or director.

The dates and steps of the review process are as follows:

1. Prior to October 15 the Member shall consult with their department head, chair, or director as they develop their sabbatical leave plan to be certain that the proposal is consistent with the goals and objectives of the unit.

2. On or before October 15, the Member shall submit their application materials to their college/unit sabbatical review committee and to their department head, chair, or director.

a. The college/unit sabbatical review committee shall inform the applicant of an incomplete application and the applicant shall have until November 1 to resubmit their application. A complete application shall include the following:

i. A cover page;

ii. A clear and concise list of objectives to be accomplished;

iii. A detailed plan of activity to meet those objectives;

iv. A discussion of the relationship of sabbatical activities to the applicant's current assignment;

v. A signed and dated declaration form regarding:

a) Agreement to return to work at Ferris State University for one year after completion of the sabbatical leave;

b) Agreement to submit a final sabbatical leave report within the first semester (excluding summer session) of return to work at Ferris;

c) Agreement to immediately notify the provost/vice president for Academic Affairs, in writing, in the event that proposed sabbatical leave activities change;

b. Appropriate intellectual property ownership documents if intellectual property (copyrightable or patentable material) materials are being developed during the sabbatical leave;

c. A listing of any non-Ferris remuneration to be rendered during the sabbatical period;

d. A statement of where the sabbatical leave activity is to take place and any special arrangements made with the college/university or organization involved;

e. A bibliography pertinent to the proposed activity; and

f. A current resume.

3. On or before November 15: The college/unit sabbatical review committee and the department head, chair, or director independently review and evaluate the applications on the basis of their fulfillment of the purposes and eligibility for a sabbatical leave as listed in Sections 10.4.A and 10.4.B of this Agreement. The committee and the department head, chair, or director may choose to not recommend an application on the basis of a lack of completeness or on the merit of the application relative to Section 10.4.A. The committee and the department head, chair, or director then independently forward to the dean a rank-ordered list of recommended applications and an unranked list of non-recommended applications. A written explanation for each non-recommended application shall also be forwarded to the dean.

4. On or before December 1: The dean reviews and evaluates the ranked and unranked applications and forwards both the ranked and the unranked lists with comments as received from the college/unit sabbatical review committee and may add additional comments concerning any application to the provost/vice president for Academic Affairs. The provost/vice president for Academic Affairs shall convene the All-University Sabbatical Review Committee and forward all college/unit rank-ordered, recommended applications to this committee.

5. On or before January 15: The All-University Sabbatical Review Committee reviews and evaluates the applications. The Committee then creates a single rank-ordered list from the rank-ordered college/unit recommended lists while maintaining the individual college/unit sabbatical leave committees' rank-order. The Committee shall forward these evaluations and a rank-ordered list to the provost/vice president for Academic Affairs.

6. On or before April 1: the provost/vice president for Academic Affairs reviews and evaluates all recommended, rank-ordered applications received from the All-University Sabbatical Review Committee and all non-ranked, non-recommended applications received from the individual deans and college/unit sabbatical review committees. Following a discussion with the All-University Sabbatical Review Committee, the provost/vice president for Academic Affairs may delete any ranked application and/or add to the bottom of the rank-ordered list any non-recommended application. The provost/vice president for Academic Affairs forwards a list of provost/vice president for Academic Affairs-approved applications in a rank order to the Board of Trustees for official action and funding. The provost/vice president for Academic Affairs shall notify all applicants as to the approval or rejection of their sabbatical leave requests and the final disposition of their sabbatical leave requests: provost/vice president for

Academic Affairs approved and funded; provost/vice president for Academic Affairs approved but not funded; or provost/vice president for Academic Affairs not approved. All applications that are not approved or not funded must receive from the provost/vice president for Academic Affairs an explanation which shall include specific suggestions for an improved application.

7. On or before the end of the first semester following the sabbatical leave, recipients shall prepare a final report detailing the sabbatical leave activities and submit three (3) copies as follows: one copy to the college/unit sabbatical review committee via the department head, chair, or director for evaluation; one copy to the All-University Sabbatical Review Committee; and one copy to the FSU library for the official University file. The college/unit sabbatical review committee and department head, chair, or director will review and evaluate the final report and forward the report with evaluation to the dean. The dean will review and forward the report to the president via the provost/vice president for Academic Affairs. One copy of the report, with all attached evaluations and comments (as well as any submitted rebuttal) shall be retained in the recipient's personnel file. This report will contain the following elements:

- a. A cover page;
- b. A detailed description of sabbatical leave activities in relation to objectives of the leave;
- c. A list of publications (submissions) and/or papers presented (scheduled) as a result of leave activities;
- d. A list of graduate courses and/or seminars attended;
- e. Plans for future work in the area of leave activity;
- f. Impact of the leave on the applicant's professional responsibilities.

8. The written report, with all evaluative comments, shall be available to all evaluating and/or decision-making personnel for purposes of subsequent sabbatical leaves, promotions, and/or merit determinations.

G. Commitment to Return - Before a sabbatical leave is granted, the recipient must execute a written agreement that in the event they fail to return to employment at the University at the expiration of such leave and render services for a period of at least one (1) year thereafter in the same capacity as when the leave started, the Member will reimburse the Employer for all sums paid by the Employer while on leave. The sums paid by the Employer may be withheld by the Employer from sums owed to the recipient, if any.

H. Compensation and Benefits - Compensation will be at full regular salary for leaves of one semester and two-thirds (2/3) of regular salary for leaves longer than one (1) semester and shall be paid according to the Employer's payroll procedures.

1. Sabbatical leave is full-time service for the purposes of computing length of service, salary, promotions, assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which they would normally be eligible were they not on approved leave.

I. Termination - A sabbatical leave may be terminated before its expiration date upon mutual agreement between the recipient and the Employer.

J. Sabbatical Leave Changes: In the event that any of the proposed/approved sabbatical leave activities change, the Member shall immediately notify in writing the provost/vice president for Academic Affairs describing the proposed changes to the sabbatical leave plan. The provost/vice president for Academic Affairs will determine the appropriateness of these revisions and approve or disapprove the modifications to the plan. If disapproved and no other alternative modification to the original plan can be identified and approved by the provost/vice president for Academic Affairs, the leave shall be cancelled effective the date of that decision. The decision of the provost/vice president for Academic Affairs is final, binding, and not subject to arbitration.

10.5. Jury Duty

A. A Member selected for jury duty shall not suffer any loss of pay while serving as a juror. Fees received for jury duty, excluding reimbursement for meals, mileage and lodging expenses, shall be given to the Employer.

B. A Member must notify their department head, chair, or director as soon as they are notified of selection for jury duty.

C. Upon release from jury duty, a Member must notify their department head, chair, or director as soon as reasonably possible during normal working hours for instructions as to when they should report for work.

10.6. Absentee Replacement

A. When a Member is absent other Members may, but are not required to, fill temporarily the vacancy. Replacement faculty must be approved by the immediate supervisor.

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

10.7. Personal Leave Day

- A. Twelve (12) month Members are eligible for two (2) personal leave days each fiscal year.
- B. Personal leave days are not cumulative from year to year.
- C. The second of the personal leave days may be taken only if the Member has accrued sick leave and will be charged to sick leave.
- D. Personal leave days will be scheduled as mutually agreed with the immediate supervisor.

10.8. Military Leave

- A. When a Member is involuntarily called for emergency military duty, the Employer will compensate that person for the difference between contractual salary and the military pay and allowances for a period of up to ninety (90) days. The Employer will continue its required contribution to insurance and other fringe benefits during this period, provided that the insurance carrier agrees to continue to provide benefits for such Member.

10.9. Fulbright Leaves

- A. Members who apply for Fulbright leaves shall consult with their department head, chair, or director prior to making such application.
- B. Upon notification from the Council for International Exchange of Scholars that their application has been approved, the Member may submit the Fulbright application and the notification of acceptance to their department head, chair, or director along with the sabbatical application form for special sabbatical leave consideration.
- C. Within ten (10) working days of receipt of these materials, the department head, chair, or director shall submit them to the dean with their recommendation.
- D. Within ten (10) working days of receipt of the materials, the dean shall submit them to the provost/vice president for Academic Affairs with their recommendation.
- E. Within ten (10) working days of receipt of the materials, the provost/vice president for Academic Affairs will convene the All-University Sabbatical Review Committee to consider the Fulbright candidate for consideration as an exception to the standard sabbatical review process. If approved, the provost/vice president for Academic Affairs will recommend approval of the Fulbright sabbatical leave to the Board of Trustees.
- F. If approved, the Fulbright candidate will be subject to the compensation, reporting, commitment to return, termination, sabbatical leave change and other provisions pertaining to sabbatical leaves in this Agreement. Fulbright scholars approved

for sabbatical leaves under this section will be eligible to apply for sabbatical leave again after an additional ten (10) semesters of continuous employment as a Member at FSU.

10.10. Consulting Leave

A. Members are eligible to apply for consulting leave in accord with Board policy and academic affairs policy letters, as amended from time to time at the discretion of the Employer.

Section 11 - UNPAID LEAVES

A. Leaves of absence without pay may be granted at the discretion of the Employer for such purposes as professional growth, personal illness, professional service, public service, Fulbright or exchange teaching.

B. A Member's time while on such leave shall not be counted for tenure requirements, sabbatical requirements, promotion/merit requirements, or in the determination of years of service for the Voluntary Resignation Incentive Plan. They will not receive pay for holidays falling within the leave of absence, nor will they accrue sick leave or vacation time, but otherwise the Member shall be entitled to those rights and benefits under the terms of this Agreement which are under the control of the Employer, as if they were continuously employed.

C. A Member is responsible for contacting the HR office of the University if they wish to maintain at their own expense group insurance coverage, such as life insurance, medical insurance and dental insurance during this period, if available through the insurance carrier.

Section 12 - HOLIDAYS AND VACATIONS

12.1. Designated Holidays

A. All Members will receive the following regularly scheduled holidays:

1. New Year's Day;
2. Martin Luther King Jr, Day;
3. Memorial Day;
4. Spring mid-semester Friday recess (1 day);
5. Independence Day;
6. Labor Day;
7. Fall mid-semester Monday recess (1 day);
8. Wednesday before Thanksgiving (after 12:00 p.m.);

9. Thanksgiving Day;
10. The day following Thanksgiving Day; and
11. December 25.

B. Members will not be required to report for duty from December 25 through January 1 of each year; an announcement will be made of the specific dates on which the University will be in operation.

C. When any holiday falls on Saturday, the preceding Friday will be designated as the holiday; when any holiday falls on Sunday, the following Monday will be designated as the holiday.

12.2. Vacations

A. Twelve (12) month Members are eligible for twenty (20) days' vacation each year which accrue at the rate of 6.15 hours/bi-weekly pay period.

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

Section 13 - FRINGE BENEFITS

13.1. Liability Insurance

A. All Members are covered under a liability insurance policy of one million dollars (\$1,000,000) per occurrence for the term of the Agreement unless such coverage is only available in a lesser amount, in which case such lesser amount will be maintained.

13.2. Health Insurance

A. Except as prohibited by law, the Employer shall provide to all Members on pay status and eligible dependents the following MESSA benefits Options set forth below and in the benefit plan documents available on the Human Resources web page. Dependents shall be eligible to age 26, effective January 1, 2011. Changes to health care options may be made upon mutual agreement of the parties.

1. **Option 1** MESSA- Choices and Saver Rx \$300/\$600 Deductible Plan

a. Ancillary Benefits:

Long Term Disability – 66 2/3%,

\$5,000 Maximum,

90 calendar days' modified fill,

Pre-Existing Condition Waiver,
Alcoholism/Drug – same as any other illness,
Mental/Nervous-2-year limitation, COLA;
Negotiated Life – \$50,000 AD&D;
Vision – MESSA VSP 2 Silver; and
Delta Dental – 100-80-80-80 with \$4000 max per person
per year and \$3,500 lifetime maximum ortho rider.

2. **Option 2** MESSA- Choices and Saver Rx: \$500/\$1000 Deductible
Plan

a. Ancillary benefits identical to Option 1 above.

3. **Option 3** MESSA- ABC Plan 1 and ABC Rx – applicable IRS
deductibles

a. Ancillary benefits identical to Option 1 above.

4. **Option 4** MESSA- ABC Plan 2 and 3-Tier RX \$2,000/\$4,000
deductibles

a. Ancillary benefits identical to Option 1 above.

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

a. No medical health care coverage.

b. Ancillary Benefits: are identical to Option 1 above.

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

B. Effective with the plan year commencing January 1, 2024, and each continuing year thereafter, the Employer's maximum annual contribution towards medical health care coverage shall be increased to the statutory hard caps in effect on January 1, 2024, and each respective January 1 thereafter, as set forth by the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq.

C. If the State of Michigan repeals or amends PA 152, the Employer and the FFA will initiate negotiations regarding health care coverage for the remaining contract years.

D. For all other benefit plan years (January 1 through December 31), for the term of the contract, the above contribution by the Employer will increase, but in no event to exceed, to either the percentage increase in the statutory hard caps or three percent (3%), whichever is less.

E. In the event the percentage increase in the actual premium or the percentage increase in the statutory hard caps are less than the three percent (3%) increase in the Employer's cap in any of those years, then the difference between the percentage increase in the actual premium or statutory hard caps (whichever is lowest) and the three percent (3%) increase in the Employer's cap shall be carried over and increase the Employer's cap for the following year up to, but in no event to exceed the statutory hard cap.

F. The Employer's maximum annual contribution toward Ancillary Benefits, as described above shall continue through December 31, 2028, at the following amounts:

Single	\$1,276.17
Two Person	\$1,971.64
Family	\$3,163.20

G. Effective January 1, 2024, the above amounts for Ancillary Benefits shall be increased by 3%. For each benefit plan year thereafter (January 1 through December 31), for the term of the contract, the above maximum contribution for Ancillary Benefits by the Employer will increase by the same percentage increase as the medical healthcare coverage premium increases, up to a maximum of three percent (3%).

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

I. Individual Members are responsible for all additional costs of improved dental coverage and any increases for coverage for term of Agreement.

J. Members who provide acceptable "proof of coverage" and elect not to choose any of the above insurance options will receive One Hundred and Fifty Dollars

(\$150) per month, less withholdings or deductions required by law, or, in lieu thereof, may elect to apply this amount to any of the Michigan Education Special Services Association variable option plans and/or MEA financial services tax sheltered annuities.

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

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

13.3. Flexible Spending Account:

A. The Employer shall provide Members 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.

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

13.4. Payroll Deduction - MEA Financial Services Programs

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

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

13.5. Implementation of Related Insurance Benefits

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

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

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

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

E. The Employer shall pay insurance premiums for all Members beginning:

1. September 1 for present employees;
2. The date of starting work for those hired after September 1.

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

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

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

13.6. Travel Increment

A. A Member who provides off-campus instruction shall receive a travel allowance in accordance with the Employer's institutional travel policy. In addition, for other than credit-bearing work experience courses which are programmatic requirements and study abroad courses, a Member shall receive compensation for time in transit at the following rate:

1. Thirty-five dollars (\$35.00) per hour. The number of hours for which the Member is to be compensated for ground and air travel shall be as follows:

a. Ground travel (auto, bus and train):

i. Total standard round-trip mileage to and from the teaching location divided by 55 equals the number of hours for which the Member is to be reimbursed.

b. Air travel:

i. A total of two (2) hours for pre- and post-flight activities plus the actual flight time based upon scheduled departure and arrival times. Exceptions may be approved with the concurrence of the dean.

B. Assignment for off-campus instruction shall be in the following manner:

1. If only one Member who normally teaches the class volunteers to teach it off campus, then they will be assigned the class.

2. If more than one Member who normally teaches the class volunteers, the assignment shall be on a rotation basis.

a. The rotation list shall contain the names of those volunteers who normally teach the class.

b. The original rotation list shall be based on seniority and the most senior Member shall be at the top of the list.

3. In the event there are no qualified volunteers for in-load off-campus assignments, the department head, chair, or director may assign a qualified Member in rotation in inverse order of seniority. The unilateral decision of the department head, chair, or director will be subject to review under Section 4.3.B of the Agreement and/or the grievance arbitration procedure.

13.7. Fee Waiver/Fee Reduction

It is the intent of the Employer to recognize that Members of the bargaining unit are encouraged to attend cultural and athletic events at the University and that admission charges, if any, should recognize their unique status. Retired Members will be treated the same as current Members under this section.

13.8. Tuition Waiver

A. All current Members and former Members who have retired may take FSU course offerings pursuant to the provisions of this Agreement. The regular fees for such courses shall be waived according to the following guidelines.

B. For any academic semester in which a Member has academic responsibilities, they may take a maximum of three (3) courses that do not, individually or in aggregate, exceed nine (9) credit hours; not to exceed twenty-four (24) hours within any academic year and following summer.

C. Retired Members may take FSU courses without limitation as to number and credit hours and have the regular fees for such courses waived.

D. For any academic semester in which a Member does not have academic responsibilities and is not excused therefrom due to sick leave or other approved leave, a current Member may take FSU courses without limitation as to number and credit hours and have the regular fees for the first nine (9) credit hours waived. This benefit will not exceed twenty-four (24) credit hours within any academic year and following summer.

E. Enrollment in courses under this section is permitted as long as space is available in the class and students of FSU are not displaced or denied a seat in the class. Regular students are defined, for purposes of this provision only, as students not enrolled in the subject course as a result of an employee tuition waiver.

13.9. Tuition Assistance Program for Employee Spouses and Children

A. Each Member shall have available a tuition assistance program providing a waiver of thirty percent (30%) of the cost of tuition fees at FSU each semester, or the alternative of transferring the Member's nine (9) credit hours, which shall be available to eligible spouses and children of Members. This benefit will not exceed twenty-four (24) credit hours within any academic year and following summer. A Member is eligible for one (1) selection per semester only.

B. A Member's spouse or child shall be eligible for a tuition waiver if they present evidence to the FSU registrar's office confirming that:

1. They have satisfied all admission requirements and are eligible to enroll for course(s); and
2. They are the spouse of a Member; or
3. They are a Member's natural or adopted child who was twenty-four (24) years of age or less on the first day of classes for that semester; or
4. They are a stepchild who is twenty-four (24) years of age or less on the first day of classes for that semester and are claimed by the Member as a dependent on their federal income tax return.

C. A Member's spouse or child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in course(s), or continued enrollment at FSU the same as any other student of the University.

D. In no event shall more than sixty percent (60%) of the fees be waived nor more than sixteen (16) credit hours be transferred for a spouse or child as above defined.

13.10. Kendall College of Art and Design (KCAD) Tuition Credit Program for Members

A. Pursuant to the provisions of this Agreement, all current Members may enroll at KCAD and be eligible to receive credit toward KCAD tuition up to a maximum of nine (9) credit hours per academic semester at the current FSU main campus undergraduate tuition rate; not to exceed twenty-four (24) credit hours within any academic year and following summer.

B. For any academic semester in which a Member has academic responsibilities, they may take a maximum of three (3) courses that do not, individually or in aggregate, exceed nine (9) credit hours.

C. For any academic semester in which a Member does not have academic responsibilities and is not excused therefrom due to sick leave or other approved leave, a current Member may take KCAD courses without limitation as to number and credit hours, subject to the tuition credit amount identified above not to exceed twenty-four (24) credit hours within any academic year and following summer.

D. Enrollment in courses under this section is permitted as long as space is available in the class and students of KCAD are not displaced or denied a seat in the class. Regular students are defined, for purposes of this provision only, as students not enrolled in the subject course as a result of an employee tuition credit.

13.11. KCAD Tuition Credit Program for Spouses and Children of Members

A. Each Member shall have the alternative of transferring the Member's nine (9) credit hours per semester not to exceed twenty-four (24) credit hours within any academic year and following summer at the current FSU main campus undergraduate tuition rate to eligible spouses and children of Members.

B. A Member's spouse or child shall be eligible for this transfer if they present evidence to the KCAD Registrar's office confirming that:

1. They have satisfied all KCAD admission requirements and is eligible to enroll for course(s); and
2. They are the spouse of a Member; or
3. They are a Member's natural or adopted child who was twenty-four (24) years of age or less on the first day of classes for that semester; or
4. They are a stepchild who is twenty-four (24) years of age or less on the first day of classes for that semester and are claimed by the Member as a dependent on their federal income tax return.

C. A Member's spouse or child shall be subject to all KCAD academic standards, policies and practices and may be refused admission to KCAD, enrollment in course(s), or continued enrollment at KCAD the same as any other student of the College.

D. In no event shall more than sixteen (16) credit hours be transferred for a spouse or child as above defined.

Section 14 - SALARY

14.1. General Provisions

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The Employer may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit. A Member on disciplinary probation will not be afforded any salary increase during the year of that probation.

14.2. Percentage Increase to Base Salary

A. Base salaries will be increased each July 1 for twelve (12) month Members and at the beginning of the academic year for ten (10) month Members. The amount of such increase for the years 2023-24 through 2027-28 shall be as follows:

1. 2023-24 – \$3,200 To base effective upon ratification by FSU Board of Trustees
2. 2024-25 – 3.00%
3. 2025-26 – \$3,300
4. 2026-27 – 3.00%
5. 2027-28 – \$3,400

a. Effective upon ratification by the FSU Board of Trustees, Members shall receive a gross \$1000 lump sum payment, subject to regular deductions. Payment shall be made with the first full paycheck following ratification and shall not be added to base salary.

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

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

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

14.3. Supplemental Market Adjustments

A. The Employer recognizes that to attract and retain qualified faculty it is necessary to make efforts to offer and maintain salaries that are competitive. To that end, the following salary supplemental market adjustment plan will be administered from FY 2023-24 through FY 2027-2028.

B. For the period FY 2023-24 through FY 2027-2028, the Employer shall make \$300,000 available in each of those fiscal years for supplemental market adjustments.

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

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

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

1. Updated survey averages shall be determined by a supplemental market adjustment committee comprised of two (2) bargaining unit Members appointed by the FFA and two (2) administrators appointed by the Employer. This committee shall meet annually and not later than June 1 of each year to review the data sources used for supplemental market adjustments.

2. Where appropriate, the same data sources used in the FY 2018-19 supplemental market plan shall be used in determining adjustments for bargaining unit Members being considered for supplemental market adjustments in the subsequent fiscal years during the life of this Agreement. Disciplines falling outside of the FY 2018-19 supplemental market adjustment plan will be reviewed and approved by this committee using the most current data available from CUPA-HR, ASEE, ASCO, AACP, ASAHP surveys.

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

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

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

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

EP = Number of eligible professors

EA = Number of eligible associate professors

EAI = Number of eligible assistant professors/instructors

FS = Adjustment amount (full share)

$$(EP \times FS) + (EA \times (FS \times 2/3)) + (EAI \times (FS \times 1/3)) = \$300,000.00$$

(or the amount as listed in Section 14.3.A above)

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

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

$$X \text{ (“full share”) } = \$1500$$

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

4. Step 4: Limitations

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

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

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

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

G. This plan is effective only from July 1, 2023, through the expiration of this Agreement.

14.4. New Faculty Orientation

A. Prior to the beginning of the academic year in August, the division of Academic Affairs may sponsor an orientation program for new faculty Members. Attendance at this program is required.

B. New Members shall receive an amount of \$750 for their attendance at this program.

14.5. Independent Study Courses

A. The utilization of independent study courses should be limited to situations without other options for a student to complete a specific course related to a program of study.

B. The use of independent study courses requires approval of the department and college.

C. Members teaching an independent study course shall receive compensation at the rate of \$500.00 per independent study course. Independent Study courses include, but may not be limited to, courses known as Special Topics or Special studies. These courses do not factor into faculty load calculations.

14.6. Longevity Benefit

A. A Member who is employed by Ferris State University and is a Member of the Bargaining Unit for 10 years shall receive a longevity benefit of \$500 added to their base salary. This benefit begins in the 2033-2034 academic year for members that were employed for the 2023-2024 academic year.

1. Example: In 2033-2034 a member who has 10 or more years of continuous years of service as a FFA member as of the start of the 2033-34 year, will receive \$500.00 added to their base salary in the beginning of their 2033-34 assignment year. These members will receive their next \$500.00 benefit to base in the 2043-44 academic year.

B. At each additional 10 year anniversary of employment at FSU and a Member of the Bargaining Unit, an additional \$500 will be added to their base salary.

1. Example: In 2034-2035 A member who has reached 10 years of continuous services as a FFA member as of the start of the 2034-35 academic year, will receive \$500.00 added to their base salary in the beginning of their 2034-35 assignment year. These members will receive their next \$500.00 benefit to base in the 2044-45 academic year.

Section 15 - PROMOTION AND MERIT INCREASES

15.1. Promotion with Tenure

A. First Promotion with Tenure

1. A Member that has earned tenure through the process outlined in Section 3 will simultaneously be awarded promotion of one rank.

a. A Member hired at the Assistant Professor level may apply for tenure in their fifth year and granted tenure for their

sixth academic year, and concurrently be awarded promotion to Associate Professor.

- b. Similarly, a Member hired at the Associate Professor level may apply for tenure in their fourth year and granted tenure for their fifth academic, and concurrently be awarded promotion to Full Professor.

15.2. Promotion

A. Each college, the librarians, academic advisors and the group composed of the personal counselors/admissions counselors shall establish or maintain a separate promotion and separate merit committee, composed of Members. Current promotion policies of each college/unit will conform with the Collective Bargaining Agreement.

The criteria and procedures shall include the following:

1. Promotion policies will be limited to criteria and procedures for promotion to assistant professor, associate professor and professor.
2. Degree and credit hour requirements presently being utilized will continue as minimum standards for advancement.
3. Recommendations for exceptions to academic requirements will be considered when other conditions warrant (e.g., license or certification, additional professional experience, related professional recognition or achievement).
4. Merit increases are an addition to advancement in rank but not a substitute for such advancement. Hence, the criteria and procedures for merit increases are the same as for promotion with the following additions:
 - a. Merit increases can only be given to those who have been advanced in rank to the maximum rank consistent with their promotion credentials as defined by the appropriate college/unit promotion policy.
 - b. A tenured bargaining unit Member is eligible to apply for a merit increase only after a minimum of four (4) years since their last advancement of rank or prior merit increase.
 - c. Consideration will be given only to accomplishments of the applicant since their last promotion or merit increase, or date of hire, whichever is more recent.

15.3. Promotion/Merit Procedures

A. The candidate shall submit a portfolio to the promotion or merit committee. The portfolio shall include a narrative explaining, at a minimum and in clear

and explicit terms, how the employee meets the college's eligibility criteria for promotion or merit.

1. Each college/unit promotion or merit committee shall be responsible for transmitting a list and a copy of each portfolio to the dean indicating:

a. The individuals applying for promotion or merit within their college/ unit that it recommends for promotion.

b. If the dean believes a candidate does not meet the college eligibility criteria for promotion or merit, the dean shall call a meeting of the committee to discuss their concerns. If following this discussion, the committee does not change its recommendation, the dean may strike from the list the candidate in question and shall provide in writing and in clear and explicit terms, to the candidate, committee and the provost/vice president for Academic Affairs, the reason the candidate was struck from the list based upon the college eligibility criteria for promotion/merit.

c. The decision by the dean to strike a candidate shall be automatically appealed to the provost/vice president for Academic Affairs. If the provost/vice president for Academic Affairs, upon review, agrees with the recommendation of the committee, the candidate shall be restored to the list. If the provost/vice president for Academic Affairs concurs with the dean, the recommendation shall automatically be forwarded to the president for review and decision. The president shall either concur with the recommendation of the committee or uphold the decision of the dean to strike the candidate. The president shall issue their decision in writing, explaining the basis for their decision in clear and explicit terms.

B. The dean shall forward the lists arrived at in sections 15.3.A(1) to the provost/vice president for Academic Affairs and the college/ unit promotion and merit committees.

C. Pending conclusion of any appeal under the provisions of 15.3.A(1)(c), the provost/vice president for Academic Affairs shall forward the lists described in 15.3.A to the president who will recommend the lists arrived at in 15.3.A(1), as amended for any person whose name was struck by the dean and not reinstated by the appeal process, to the Board of Trustees.

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

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

15.4. Merit Eligibility

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

1. Merit increases can only be given to those who have been advanced in rank to the maximum rank consistent with their promotion credentials as defined by the appropriate college/ unit promotion policy.
2. A tenured bargaining unit Member is eligible to apply for a merit increase only after a minimum of four (4) years since their last promotion, last merit increase, or date of hire, whichever is more recent.
3. Consideration will be given only to accomplishments of the applicant since their last promotion, last merit increase, or date of hire, whichever is more recent.

15.5. Compensation for Promotions/Merit

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

1. Assistant Professor to Associate Professor\$5,000
2. Associate Professor to Full Professor\$7,000
3. Merit awards.....\$6,000

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

15.6. Degrees

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

1. First masters in field of discipline.....\$2000
2. First doctorate in field of discipline (generally the Ph.D. and Ed.D. or equivalent)\$5000

B. A bargaining unit Member entering a new degree program in a discipline directly related to their teaching duties, or entering a program to obtain a second degree of the same level in their discipline or a related field may receive payment in accordance

with the above schedule upon written approval, prior to entering such program, by the provost/vice president for Academic Affairs.

C. It is the intent of this section to provide the faculty Member with some adjustment to take account of their starting salary at the University when they lacked the degree in question.

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

Section 16 - REDUCED WORKLOAD STATUS FOR FACULTY

A. Eligibility – On attaining a combination of age and years of service at the University equaling seventy (70), a Member may make application for reduced teaching load for a predetermined period of time while continuing to be treated as a Member for all other purposes. Such application shall be submitted to the department head, chair, or director who shall forward it to the dean, along with their recommendation. The dean shall forward the application to the provost/vice president for Academic Affairs, along with their recommendation. The application shall be subject to final review and decision by the provost/vice president for Academic Affairs.

B. Description of Reduced Workload Status

1. Members electing reduced workload status will receive a salary proportionate to their workload. All fringe benefits shall continue. However, fringe benefits based upon a percentage of compensation, such as F.I.C.A. and retirement contributions will be reduced in accordance with the amount of salary reduction. The workload reduction cannot be more than fifty percent (50%) without the written consent of the Employer.

2. If the Employer and the Member agree, a Member with reduced load status may accept additional courses/duties with a corresponding increase in their percentage compensation for the semester.

a. However, reduced load Members may not accept additional courses during the regular academic year or during the summer semesters if a full-time Member requests the course as part of their regular workload or as an overload.

3. After electing reduced workload status, the Member involved may not thereafter rescind such status without permission from the Employer.

4. Workload assignments will be made in accordance with departmental procedures.

C. Unless waived by the Employer, a Member requesting reduced load status must give one (1) semester and preferably one (1) year written notice to their dean. The change in status must start at the beginning of fall or spring semester.

D. A Member and the Employer may agree to a workload reduction on a temporary basis.

Section 17 - RETIREMENT

17.1. Retirement System Selection

A. Members:

1. Members presently in the Michigan Public School Employees' Retirement System (MPSERS) or any other available retirement program provided by the Michigan Public School Employee's Retirement Act (such as MIP) must remain in such system or its successor until retirement. Members presently in the FSU Tax-Deferred Annuity Plan (TIAA-CREF being one of the fund sponsors under the Plan) must remain in such system or its successor until retirement.

B. New Members:

1. Unless legally obligated to allow or require enrollment in MPSERS, within thirty (30) calendar days of the effective date of employment, a Member must elect to participate in a retirement program offered by the Employer.

2. If an election is not made within the thirty-day (30-day) period, it will be conclusively presumed that the Member has decided to participate in the TIAA-CREF retirement plan or its successor.

17.2. Retirement System Payments

A. Contributions on behalf of Members participating in the basic MPSERS or the optional state retirement program (MIP), provided under authority of the MPSERS, shall be made by the Employer pursuant to the Michigan Public School Employees' Retirement Act, as amended.

B. The Employer shall pay into the retirement account of a Member participating in the FSU Tax-Deferred Annuity Plan (TIAA-CREF or other Fund Sponsor) twelve percent (12%) of the Member's earnings as a Member.

17.3. Retirement System Vesting

A. Members participating in the basic MPSERS or the optional state retirement program (MIP), provided under authority of the MPSERS, shall become vested pursuant to the Michigan Public School Employees' Retirement Act, as amended.

B. Members participating in the FSU Tax-Deferred Annuity Plan shall be fully vested, subject to the provisions of the Plan, in amounts attributable to the contributions properly made under Section 17.2.B.

17.4. Other Retirement Benefits

A. A Member who is between the ages of sixty-two (62) and the age for full social security eligibility (i.e. no age penalty) at the time of their retirement shall receive MESSA health insurance and the MESSA Delta Dental on the same basis as before retirement until they reach the age for full social security eligibility. Such individuals, however, are not eligible for medical reimbursement.

B. Members wishing to continue coverage through MESSA after retirement options paid by the Employer have been exhausted may do so on a direct pay basis to MESSA and at the sole cost of the Member and administered directly between the Member and MESSA. To be eligible, the Member must be covered continuously, with no lapse in coverage or coverage by MPERS or until the Member chooses to cancel, or for nonpayment, or cancels due to death.

17.5. Notice of Retirement

A. In order to assure a smooth transition and provide for continuity of instruction, nine (9) and twelve (12) month teaching Members who are retiring must do so effective at the end of a semester and will notify their dean at least seven (7) months prior to the date of the end of either the first semester (i.e. May) or second semester (i.e. October) of the academic year in which they plan to retire. Twelve (12) month non-teaching members must give at least seven (7) months' notice to their dean. Such written notice will be waived in cases of emergency requiring a Member to retire, or in cases of mutual agreement between the Member and the Employer. Unless waived, failure to give at least seven (7) months written notice will result in forfeiture of ten percent (10%) of payment for accrued sick leave. Monies forfeited under this provision will be contributed to the Student Emergency Loan Fund.

Section 18 - OVERLOAD

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

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

1. A Member with a full workload, including release time, may teach a maximum of six (6) overload credit hours per semester under this policy;

2. Retrenched Members, qualified to teach an overload class pursuant to Section 7.6, shall have priority access to overload classes including priority over all qualified full-time Members;

3. A rotation list of interested Members from within the discipline will be maintained in the department office. A Member may withdraw their name from this list by mid-term of the preceding semester without their name being placed at the bottom of the list;

4. Selection of Members for these additional assignments shall be from the rotation list of qualified Members available and interested in the specific assignments;

5. Participation in this extra class responsibility will require full-time Members to be carrying full-time responsibilities, as defined by the departmental workload policy; and

6. These added responsibilities shall not conflict nor interfere with the full-time duties of the applicant. Any Member applying for extra class responsibility under this policy shall inform their department head, chair, or director in advance.

C. If all other factors are relatively equal, subject to B.2 and B.4 above, consideration will first be given by the dean and department head, chair, or director to the best qualified candidates among those available from the Members within the seniority group before going to other sources. Final selection will be made by the deans and department head, chair, or directors.

D. The rate of payment for lecture class responsibilities per credit hour per week shall be as follows: \$100 per credit hour per week.

1. Effective the beginning of the fall 2023 semester, the rate of payment for lecture class responsibilities shall be \$100 per credit hour per week.

2. Effective the beginning of the fall 2024 semester, the rate of payment for lecture class responsibilities shall be \$110 per credit hour per week,

3. Effective the beginning of the fall 2025 semester, the rate of payment for lecture class responsibilities shall be \$110 per credit hour per week,

4. Effective the beginning of the fall 2026 semester, the rate of payment for lecture responsibilities shall be \$120 per credit hour per week,

5. Effective the beginning of the fall 2027 semester, the rate of payment for lecture class responsibilities shall be \$120 per credit hour per week.

E. Lab classes will be paid at the rate of fifty percent (50%) of the above rate.

Section 19 - PART TIME INSTRUCTION

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

FY19 and thereafter 19%

1. For the purposes of this provision, part-time and temporary non-bargaining unit faculty excludes clinical faculty, cooperative education, independent study work credited to department head, chair or directors, up to one-half (½) load per semester taught by department head, chair or directors, work performed because of a Member being on a leave of absence, work performed because of reduced workload under Section 16, non-bargaining unit temporary and part-time faculty teaching at any location other than the FSU campus located in Big Rapids, and any administrator within the division of Academic Affairs who teaches because there is no Member qualified and available.

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

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

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

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

Section 20 - VOLUNTARY RESIGNATION INCENTIVE PLAN

Eligible full-time Members may apply for the following benefits in return for a voluntary resignation from employment.

20.1. Eligibility - In order to be eligible, the Member must:

- A. Have completed fifteen (15) consecutive years of employment with the University;
- B. Be at least fifty-eight (58) and less than sixty-two (62) years of age at the effective date of resignation;
- C. Have used all available vacation before resignation; and
- D. Agree to voluntarily terminate all employment with the University.

20.2. Application Procedure

- A. The Member must make written application to their dean on or before November 1;
- B. The Board of Trustees will have final approval of all requests. For purposes of this Section only, those whose requests are granted are referred to as "resignee;" and
- C. The resignee must execute an effective release of all claims, including, but not limited to claims under the Age Discrimination in Employment Act and the Older Workers Benefits Act for which a lump sum payment of one hundred dollars (\$100.00) as additional consideration will be paid.

20.3. Limitations

- A. The Employer may limit the number of resignations under this plan.
- B. Resignation will be effective at the end of the spring semester unless otherwise agreed by the Employer.

20.4. Resignation Benefits

- A. Beginning with the first month following date of resignation, and thereafter in accordance with its payroll schedule, the Employer will pay the resignee as follows:
 - 1. Resignation at age fifty-eight (58) – Two hundred dollars (\$200.00) bi-weekly until the resignee reaches age sixty-two (62); or
 - 2. Resignation at ages fifty-nine (59) to sixty-two (62) - Three hundred and thirty dollars (\$330.00) bi-weekly until the employee reaches age sixty-two (62).
- B. Provided that the insurance carrier allows, the resignee may continue health insurance as provided for active employees under this Agreement only until the resignee (1) is eligible for Medicare, (2) is eligible for full social security benefits (i.e., no

age penalty), or (3) is eligible for insurance paid for, in whole or in part, by another entity as the primary insured, whichever occurs first. Under no circumstances will the Employer contribute toward the premium for insurance an amount greater than the amount it would have paid on the resignee's behalf had they remained employed by the University. The Member is responsible for any premium not paid by the Employer.

C. Resignees shall be paid fifty percent (50%) of the cash value of their accumulated sick leave up to two hundred (200) days, computed at their rate of pay at the time of resignation. The maximum amount payable is the cash value equivalent of one hundred (100) days' pay.

20.5. Term of Program

A. This program is effective only for the duration of the contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Section 21 - DURATION OF CONTRACT

This Agreement shall be in effect from August 30, 2023, until 11:59 p.m., June 30, 2028.

FERRIS FACULTY ASSOCIATION

FERRIS STATE UNIVERSITY



Charles Bacon, President Ferris Faculty Association/MEA/NEA



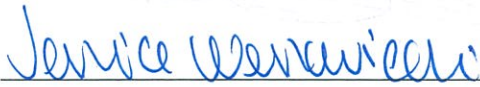
Bill Pink, President



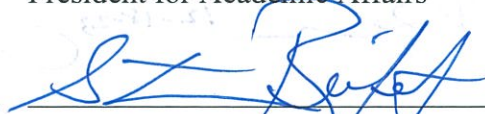
John Caserta, Vice President Ferris Faculty Association/MEA/NEA



Robert Fleischman, Provost/Vice President for Academic Affairs



Jenice Winowiecki, Academic Advisor



Steve Reifert, Associate Provost of Academic Operations



Holly Price, Faculty



Michael Garrity, Director of Labor Relations



Fredricka Hayes, Associate Vice President/Chief Human Resources Officer



Logan Jones, Dean, College of Business


Appendix A
OTHER ELIGIBLE ADULTS

The parties agree to incorporate, in its original form, the following Letter of Agreement pertaining to Other Eligible Adults, into the collective bargaining agreement, but change the expiration date from June 30, 2013, to June 30, 2028, provided that the medical insurance carrier allows such coverage.


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

FOR THE UNION:


FOR THE EMPLOYER:




Charles Bacon, President Ferris
Faculty Association/MEA/NEA
Date 12-18-23



Bill Pink, President
Date _____



John Caserta, Vice President
Ferris Faculty
Association/MEA/NEA
Date 12/18/2023



Robert Fleischman, Provost/Vice
President for Academic Affairs
Date 12/18/2023

Attachment to Appendix A

LETTER OF AGREEMENT

Whereas, the FFA desires to extend the definition of persons eligible for certain benefits to "Other Eligible Adults" or "OEA";

Whereas, the University agrees to do so along the following terms and conditions;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Letter of Agreement shall commence when it has been signed by all necessary parties and shall expire at midnight on June 30, 2010.
2. Open Enrollment for OEA shall begin as soon as practicable after this Letter of Agreement has been fully executed.
3. Initially the decision of whether a Member's OEA is eligible for this Program shall be made by the Associate Vice President for Human Resources. A Member may appeal the decision according to the normal process for appealing such decisions.
4. The following Program Summary and Enrollment Form outlines the terms and conditions of the Program and eligibility under the Program.

Other Eligible Adult Health Care Plan (Medical, Hospitalization, Vision, Dental, and Prescription Drug) Program Summary and Enrollment Form

A program effective as soon as practicable, that changes the eligibility criteria for enrollment in its health care plan(s) (medical, hospitalization, vision, dental, and prescription drug, hereinafter referred to as "health care plan"). Individuals are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves complete discretion to determine how the below-listed eligibility criteria and disqualifications will be applied during the program, and the documentation required in connection with enforcement. The University also reserves the right to modify, suspend or terminate this program if required by law to do so.

Under the program, an employee in the bargaining unit represented by the FFA ("Member") may enroll one (1) "other eligible adult" ("OEA") in an FSU-sponsored health care plan available to Members, but only if ALL of the following *OEA eligibility criteria* are met:

- The Member is eligible for and enrolled in the FSU-sponsored health care plan;
- The Member does not have a current or former spouse who is enrolled in any FSU-sponsored health care plan or receiving any consideration to "opt-out" of any such FSU-sponsored plan, if such enrollment or "opt-out" is based upon any relationship with the Member seeking to designate the OEA;
- The OEA is an adult under Michigan law;
- The OEA currently resides in the same residence as the Member and has done so for the last 18 continuous months;¹

¹ Numerous factors may be considered in determining residency, including such items as: (1) location of a person's principal residence; (2) address listed on a person's driver's license and any changes; (3) registration address of a person's vehicle(s); (4) address of a person's professional license(s); (5) address where a person is registered to

- The OEA is not a tenant of the Member, and the Member is not a tenant of the OEA;
- The OEA is not a "dependent" of the Member as defined by the IRS; and the Member is not a "dependent" of the OEA; and
- The OEA is not eligible to inherit from the Member, or from the Member's current or former spouse, under the laws of intestate succession in the State of Michigan (This provision does not preclude the Member from naming the OEA in his or her estate plan).

Eligibility to continue coverage for an OEA ceases at the end of the month in which anyone or more of the eligibility criteria are not met.

The following individuals are *disqualified* from eligibility as an OEA under this program:

- The current or former spouse of the Member²
- The children (including adopted, step- and foster children) of the Member or of the Member's current or former spouse, and their descendants (e.g., children, grandchildren, etc.)
- The parents (including adopted, step- and foster parents) of the Member or of the Member's current or former spouse, and their descendants (e.g., the Member's siblings, nieces, nephews, in-laws, etc.)
- The grandparents of the Member or of the Member's current or former spouse, and their descendants (e.g., aunts, uncles, cousins, etc.)
- The Member's renters, boarders, tenants, landlord, etc.

Eligibility to continue coverage for an OEA ceases immediately upon an OEA becoming disqualified.

An OEA's children (including adopted, step- and foster children) who are qualified and claimed as IRS-defined dependents by the Member's eligible and enrolled OEA are also eligible for health care benefits in the same plan if they are members of the Member's household and under the age of 19 or a full-time student (as defined in the applicable health care plan) and they are unmarried (up to age 23 if an IRS-defined dependent). Such children's eligibility to continue coverage ceases immediately upon the OEA or the child becoming ineligible or disqualified.

Members must notify FSU Human Resources/Benefits in writing of any change in eligibility status or any disqualification, within 15 days after the relevant event.

The OEA enrollment form can be submitted only during the regular open enrollment period, or within 30 days after all of the eligibility criteria are first met, or within 30 days after an eligible OEA involuntarily loses health care benefits sponsored by another employer (a special enrollment event).

vote; (6) location of the bank(s) where a person maintains accounts and statement address on same; (6) address on checking account, credit accounts/cards, etc. There will not be determined to be a break in residency if the OEA temporarily resides in the FSU employee's and OEA's former residence to sell a home or to stay with minor children to complete the current school year.

² A former spouse may be eligible as an OEA if after the divorce the former spouse becomes eligible again under the eligibility requirements above. The period of continuous residence must begin again after the divorce.

I wish to enroll the following Other Eligible Adult (OEA) and OEA's children:

OEA:

Name	Birthdate	Social Security #
------	-----------	-------------------

Children:

Name	Birthdate	Social Security #
------	-----------	-------------------

Name	Birthdate	Social Security #
------	-----------	-------------------

Name	Birthdate	Social Security #
------	-----------	-------------------

Name	Birthdate	Social Security #
------	-----------	-------------------

I certify that the OEA named above currently meets the OEA eligibility criteria for the program and that neither the OEA nor any of the OEA's listed children is disqualified from eligibility as described above. I understand that I am responsible for immediately notifying FSU in writing if my OEA or any of my OEA's children ceases to satisfy one or more of the eligibility criteria or if my OEA should be disqualified from eligibility under the program. I understand that I am responsible for any premium co-pays attributable to participation of my OEA or my OEA's children in any FSU-sponsored health care plan, and for all costs and expenses attributable to participation by an OEA or OEA's children who are ineligible, and I authorize FSU to deduct such premium co-pays, costs and expenses from my periodic pay. I understand that state and or federal law may not recognize "Other Eligible Adults" as being qualified for tax exempt status regarding the employer paid benefit. Therefore, I understand that the value of the health care coverages is subject to income tax and FICA taxes and will be reported as income on my W-2 form. I have been advised to consult with my own tax counsel at my own expense to determine the tax implications of the receipt of these benefits. I also understand that I will be responsible for paying any taxes associated with enrolling my OEA and my OEA's children. I also understand that in addition to all of the above that an OEA must meet the requirements of the insurance carrier to be eligible for insurance benefits.

Any information falsified on this document may result in discipline up to and including termination from employment.


Employee Name (please print)	Birthdate	Social Security #
------------------------------	-----------	-------------------

Signature: _____ Date: _____

FOR THE UNION/DATE:

 12/23/09
Date

FOR THE EMPLOYER/DATE:

 12-22-09
Date
Fritz Erickson, Provost and Vice
President for Academic Affairs

 12/22/09
Date
David Fidler, President

Appendix B
LETTER OF AGREEMENT – AGENCY SHOP

This Agreement is between the Board of Trustees of Ferris State University and the Ferris Faculty Association.

WHEREAS, based on the passage of 2012 PA 349, certain language in the Agency Shop Section of the 2010-2013 contract had to be removed for the 2023-2028 collective bargaining agreement; and

WHEREAS the parties are aware of several legal challenges pending challenging the constitutionality and/or validity of PA 349; and

WHEREAS the parties are willing to address the Agency Shop Section of the contract in the event PA 349 no longer prevents an agency shopping during the course of the 2023-2028 collective bargaining agreement.

NOW, THEREFORE, the parties have agreed to the following:

1. If at any time during the course of the 2023-2028 collective bargaining agreement 2012 PA 349 is declared invalid, unconstitutional, or otherwise no longer prevents or prohibits an agency shop provision, by any court of appropriate jurisdiction (to which there is no appeal filed), or PA 349 is repealed, all of the language removed from the Agency Shop Section of the 2010-13 contract for the 2023-28 contract shall be immediately returned to the contract and shall be operable between the parties. (See attached).
2. Nothing in this Agreement shall be construed as amending or deleting any other provision in the parties' collective bargaining agreement.
3. This Agreement is without precedent for any further relationship or practice between the parties.

FOR THE UNION:




Charles Bacon, President Ferris
Faculty Association/MEA/NEA

12-18-23
Date

FOR THE EMPLOYER:




Bill Pink, President Date



John Caserta, Vice President
Ferris Faculty
Association/MEA/NEA

12/18/2023
Date



Robert Fleischman,
Provost/Vice President for
Academic Affairs

12/18/2023
Date

Attachment to Appendix B

2.6 Agency Shop

A. Each member covered by the negotiated Agreement between the Employer and the FFA shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the FFA or pay a service fee to the FFA equivalent to the amount of dues uniformly required of members of the FFA, less any amounts not permitted by law; provided, however, that the member may authorize payroll deduction for such fee. In the event that a member shall not pay such service fee directly to the FFA or authorize payment through payroll deduction, the Employer shall, at the request of the FFA, deduct the service fee from the member's salary and remit the same to the FFA under the procedure provided below.

B. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The FFA shall notify the member of non-compliance by certified mail, return receipt requested, explaining that they are delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning them that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, they shall be reported to the Employer and a deduction of service fee shall be made from their salary; and

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

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

3. The Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The FFA, in enforcing this provision, agrees not to discriminate among members.

C. With respect to all sums deducted by the Employer pursuant to this Section, the Employer agrees promptly to disburse said sums directly to the FFA.

D. A member paying the service fee provided for herein, or whose service fees have been deducted by the Employer from their salary, may object to the use of the service fee for matters not permitted by law. The procedure for

making such objections is that officially adopted by the FFA. A copy of the FFA policy will be provided by the FFA upon a request of a member.

E. The FFA agrees, upon request, to defend the Employer, its officers, agents or employees in any suit brought against all or any of them regarding this Section of the collective Agreement, and to indemnify the Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding this Section of the collective Agreement, provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the Employer, its officers, employees or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement; and

2. The FFA has the right to choose the legal counsel to defend any such suit or action, after consultation with the Employer; and

3. If the Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the FFA shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the FFA, through counsel it selects after consultation with the Employer, does represent the Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit; and

4. The FFA, in defense of any such suit, after consultation with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section; and

5. The FFA, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Employer, its officers, employees or agents under this Section, after consultation with the Employer.

F. This Section shall be effective for each academic year of this Agreement and all sums payable hereunder shall be determined from the beginning of each academic year. Persons becoming members of the collective bargaining unit during the course of an academic year shall have their service fee prorated over the academic year.

G. Payroll deduction shall be made each pay period on a *pro rata* basis throughout the academic year.

H. The Employer will have no obligation to deduct or remit the dues or service fee payable for the account of any member for any pay date where 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.

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

J. Should the provisions of Section 2.6, Agency Shop, be found contrary to law as a result of a final decision from which no appeal is processed, and which is binding on the parties to this Agreement, the parties will meet on written request of either party to negotiate to bring Section 2.6 into compliance with any such final decision. Such negotiations are to be limited to the provisions of Section 2.6 and will not affect the terms and conditions of this Agreement which shall remain in full effect for the life of this Agreement.

K. The procedure approved by the court in the case of Lehnert v FFA/MEA/NEA, FSU, et al. is incorporated by reference into this Agreement.

Appendix C
LETTER OF AGREEMENT – DEPARTMENT CHAIR

Whereas the FFA and Employer have previously agreed to a uniform method for selecting department chairs, and

Whereas the parties desire to continue the agreement with revisions,

THE PARTIES AGREE AS FOLLOWS:

A. The Department Chair Position

1. A department chair, as distinguished from a department head, chair, or director, shall be a member of the bargaining unit. A majority vote of members in an affected college/school is required for the creation of departmental chairs.
2. The department chair is a tenured member who manages the activities of the department, subject to the approval of the Dean. The chair is responsible to the Dean for the development of department plans, guidelines and internal office operation; directs the department's administrative organization and may delegate authority and assign responsibility in accordance with departmental policies and procedures; and represents the academic discipline both on and off campus either personally or by designation of department representatives.
3. The department chair is responsible for recommending to the Dean such matters as personnel evaluation and discipline, curricular changes, course offerings, teaching assignments, the department budget and other related responsibilities.
4. The department chair shall follow department policy and procedures and involve members in the decision-making process regarding matters of departmental concern. The department chair shall provide not less than thirty (30) calendar days for department member input before the following:
 - a. Forwarding a new course or curriculum to the Dean or next level of course/curricular review;
 - b. Forwarding a revision of an existing course or curriculum to the Dean or next level of course/curricular review;
 - c. Submission of the department's course schedule and proposed teaching assignments to the Dean;
 - d. Submission of the annual department budget request or any other matters which the department chair and the members agree to consider.

5. If the department chair must take action in less than thirty (30) days or learns of the need to take action such that it is impracticable to provide thirty (30) days written notice, the chair shall provide the opportunity for input as soon as reasonably practicable. Failure to provide such an opportunity shall not be the basis for either delay of such action or for overturning such action. When less than thirty (30) days written notice is given, the member may respond directly to the Dean.
6. Any referendum or vote on department matters used to determine the view of the majority of the members of a department shall be limited to the members of that department.
7. In the event a rotation list needs to be established, the initial rotation shall be based on the seniority of the affected members. A new member is added to the bottom of the rotation list as it exists on the first day the member reports for work as a bargaining unit member.
8. In all phases of department affairs, the chair should be sensitive and responsive to the sentiment of the majority of the members of the department.
9. The Chair (or faculty Director) shall not sit as a member of a Candidate Tenure Committee or the Department Tenure Committee, nor have a vote on either committee.

B. Selection and Removal

1. A committee composed preferably of a minimum of three tenured members from among the members of the department, selected in accordance with departmental policy and procedures, shall designate the tenured individual or individuals who is/are acceptable to the department to serve in the position of department chair. This list shall be sent to the Dean who will consult with the Provost and Vice President for Academic Affairs to formalize a single mutually agreed upon ballot from the list generated by the department committee. If a deletion occurs for an individual, and upon request, the Dean shall communicate the reason(s) for the deletion to the candidate and to the President of the Ferris Faculty Association. Such reason(s) shall not be reviewable through the grievance and arbitration procedure under this Agreement unless a violation of Section 2.10 is alleged. The chair shall be elected by a majority of the voting members from within the department by a secret ballot vote. Except as provided in paragraph b, below, this procedure shall apply with respect to the appointment of an interim or acting department chair. In the event that a single candidate does not receive a majority vote, the process above will be repeated, and a vote shall be held within 30 days.
2. In the event there can be no agreement as to a mutually acceptable candidate for the position of department chair, the Dean, with approval of the Provost and Vice President for Academic Affairs, may implement one or more of the following options.

- a. Option One: appoint an interim chair from among the tenured members of the department for a period not to exceed twelve (12) months provided this appointee shall not be an individual who received support from less than 40 percent of the members of the department in the most recent election. In the event that a suitable interim chair cannot be found from among the tenured members of the department, the Dean may, with the consultation of the department members and with approval of the Provost and Vice President for Academic Affairs, appoint an interim chair from among the tenured members of the university for a period not to exceed twelve (12) months.
 - b. Option Two: upon a request from the majority of the members of the department or at the initiation of the Dean and following consultation with the members of the department, the Dean, with approval of the Provost and Vice President for Academic Affairs, may direct the members of the department to conduct an external search.
3. After the initial election, a department chair election shall be conducted every three (3) years. The election shall be concluded no later than April 15. A newly elected department chair shall take office August 1 of the year in which elected. An outgoing department chair shall continue to receive their stipend until the end of the summer session. Incoming department chair may petition the Dean for a Summer Transition Stipend. Should a vacancy occur during the term of office, a special election must be held under the terms described above with the newly elected chair serving until the next regularly scheduled round of departmental elections.
4. Where there is mutual agreement between the chair and the Dean as to the need for one or more assistant department chairs, such an assistant(s) shall be appointed by the chair and voted for the majority of the members of the department and approved by the Dean.
5. The Dean may remove the chair or an assistant chair from office. Also, a majority of the members of a department may request that the Dean remove the department chair or assistant chair. The request from the majority of members must be in writing, must be signed by those members making the request, and must contain a statement of the reasons for the request. Given such a request, the Dean may, at their discretion, take such action. The removal of a chair or assistant chair from office by the Dean shall not be reviewable through the grievance and arbitration procedure under this Agreement unless a violation of Section 2.10 is alleged. Following the removal of a chair or assistant chair by the Dean, a special election must be held under the terms described above with the newly elected chair serving until the next regularly scheduled round of departmental elections. Following the removal of an assistant chair by the Dean, where there is mutual agreement between the chair and the Dean as to the continued need for an

assistant department chair, the process in B.4 shall be followed to fill the vacated position.

C. Stipend

1. A member who performs the duties and responsibilities of a department chair in accordance with this Section, shall receive a payment in accordance with the following schedule:
 - a. The minimum stipend for a department chair shall be thirty-five percent (35%) of the annual nine month salary of a member plus \$7500 or the 12 month annual salary of a member plus \$7500. At the discretion of the Dean, additional annual stipend amounts may be awarded in recognition of salary variations based upon academic discipline. All stipends are in addition to and do not become part of the member's base salary.
 - b. A member who performs the duties of assistant department chair shall choose to either receive a stipend equal to a three credit overload for each semester/session in which the duties are performed or receive a three credit reduction in workload for each semester/session in which the duties are performed; all without the ability to receive additional overload pay.

D. Workload Release Equivalents

A department chair shall be granted minimum workload release equivalents in accordance with the following schedule for the fall and spring semester of the academic year based on the prior academic year's number of members and Full Time Equated (FTE) non-tenure track faculty in a department. In the event that a non-tenure track faculty is assigned to fulfill this workload release equivalent, the FTE proportion of this assignment by non-tenure track faculty is exempt from the provisions of Section 19 of the current collective bargaining agreement. The FTE includes the department chair and any assistant department chair release.

E. Department Size Workload Equivalents:

1-9 members/ FTE non-tenure track faculty: 25% minimum workload release per semester; 10-20 members/ FTE non-tenure track faculty: 50% minimum workload release per semester; 21 or more members/ FTE non-tenure track faculty: 75% minimum workload release per semester.

Workload release equivalents for a department chair beyond the above minimums may be approved by the Dean for departments with complex programmatic and/or administrative responsibilities. A chair is expected to teach at least one course a semester and is not eligible to teach during the summer session.

F. Department Chair Employment Status

Department chairs shall be considered full-year, twelve-month salaried members during their term of office. As such they will receive paid sick leave (Section 10.1), personal


leave days (Section 10.7) and vacation time (Section 12.2) as set forth in the collective bargaining agreement. Department chairs are expected to work when school is not in session unless on approved leave or University designated holiday periods.

G. This Letter of Agreement shall expire June 30, 2028.

FOR THE FFA:

FOR THE EMPLOYER:


Charles Bacon, President Ferris Faculty
Association/MEA/NEA


Robert Fleischman, Provost & Vice
President


John Caserta, Vice President Ferris
Faculty Association/MEA/NEA


Michael Garrity, Director Labor Relations

INDEX

A	E
Academic Calendar37	Electronic Viewing/Recording 30
Academic Freedom.....30	Evaluation and Reappointment/Non- Reappointment of Non-Tenured Faculty 13
Administrative Appointment22	Exchange Teaching..... 56
Administrative, Acting, or Interim21	
Adoption Leave48	F
Advising 12, 23	Faculty Rank..... 7
Agency Shop 10, 85	Fair Employment Practices..... 11
American Arbitration Association (AAA) 44	FFA Business..... 9
Anonymous Information 18, 19	FFA Representation..... 18
Arbitration Procedure 7, 62, 90, 91	Financial Statement 10
Attrition38	Flexible Spending Account..... 60
	Fringe Benefits55, 65, 73
B	Fulbright Leave..... 55
Bereavement Leave48	Funeral Leave48, 49
Boycotts.....9	
Bulletin Board9	G
	Grant Position 21
C	Grant-Supported Faculty 21
Campus Mail9	Grievance
Civil Rights.....11	Association..... 19
Collective Bargaining Agent7	Consolidated..... 42
Community Service12	
Competence 18, 49	H
Conditions of Employment.....9, 22	Headings 8
Consulting Leave.....56	Health and Safety..... 29
Counselors7, 27, 50, 70	Health Insurance41, 60, 61, 75, 78
Course Development25	HEIDI6, 11
Course/Curricular Review31, 89	Hiring.....7, 31, 32
Cultural Events62	Holidays and Vacations 56
CUPA-HR5, 11, 37, 66, 67	Hours 7
D	I
Damage Action.....9	Immediate Family..... 48
Dental Insurance.....41, 45, 56, 59	Information
Department Procedures27, 30, 32	Anonymous18, 19
Disability Insurance.....45, 46, 47	Insurance
Disciplinary Action	Dental41, 45, 56, 59
Discharge9, 18, 19	Flexible Spending Account 60
Probation 18, 65	Implementation.....13, 23, 30, 49, 60
Suspension9, 18, 19	Layoff.....38, 39, 40
Discipline.....19	Liability 57
Discrimination11	Long Term Disability (LTD).....46, 57
Due Process 18, 19	Military Leave..... 55
Dues Deduction, FFA Membership.....8	

Payroll Deduction	60
Proof of Coverage	59
Riders	59
Unpaid Leave	45
Intellectual Property	
Ownership	51
Internal Revenue Code	60
IPEDS	6, 11

J

Jury Duty	54
Just Cause	11, 18, 22

L

Lab Classes	76
Layoff	
Alternatives	40
Attrition	38
Benefits	39
Buy-out	40, 41
Notification	30, 38, 55
Recall	22, 40, 41
Retraining Sabbatical	40, 41
Retrenchment	22, 38
Voluntary Reassignment	38
Leave	
Adoption	48
Bereavement	48
Consulting	56
Fulbright	55, 56
Jury Duty	54
Maternity	48
Military	55
Paternity	48
Personal	55
Sabbatical	49, 54
Sick, Paid	44
Liability Insurance	57
Librarians	7, 27, 50, 70
Life Insurance	41, 56
Load, Reduced	68, 73
Long Term Disability (LTD)	46, 57
Loss of Seniority	22

M

Market, Supplemental	
Adjustments	66
Maternity Leave	48
Medical Reimbursement	75
Medical Spending Account	60

Medicare	78
Meetings	
Rooms	9
Member Responsibilities	11
Merit/Promotion ...	30, 35, 41, 52, 53, 56, 65, 66, 67, 69, 70, 71, 72
MESSA Benefits	
After Retirement	75
Methodology, Traditional	6
Military Leave	55
MIP	74

N

No Past Practice	7
No Strike	9
Non-Bargaining Unit Faculty ...	5, 10, 21, 76, 77
Non-Discrimination	11
Non-Tenured Faculty, Evaluation & Reappointment/Non-Reappointment ...	13

O

Off-Campus Teaching	61, 62
Office Hours	23
Official Sessions	
Local, State or National Education	
Association Business	9
Older Workers Benefits Act (OWBA)	78
Open Enrollment	61
Orientation	
New Faculty	68
Orientation Professional Responsibilities ..	23
Overload	
Summer	33, 34, 35, 45, 91

P

Paid Leaves of Absence	44
Paid Sick Leave	44
Part-time	
Faculty Members	7, 76, 77
Instruction	75
Past Practice	7
Paternity Leave	48
Payroll Deduction	60
Performance	
Evaluation	19
Review	66
Personal Leave Day	55
Personnel Files	19
Political Causes	30

Post-Tenure Review, See Performance	
Review	36
Precedence.....	7
Preferred Hiring List	22
Probation	18, 65
Professional	
Conduct.....	18
Deficiencies.....	18, 29
Development.....	12, 23
Responsibilities/Faculty.....	23
Program Coordinator.....	7, 23
Program Development.....	49
Promotion/Merit.....	56, 65, 66, 71, 72
Proof of Coverage	59
Property, Intellectual	51
Protective Equipment	29
Public Service.....	56

R

Rank	
Academic	13
Faculty.....	7
Recall List.....	22, 40
Recall/Layoff.....	38, 39, 40
Reduced Workload Status	73
Registration of Students	23
Release time	10, 23, 32, 75
Released Time for the FFA president.....	10
Representation, FFA.....	18
Reprimand	18
Resignation Benefits, Voluntary Resignation	
Incentive Plan (VRIP).....	77
Responsibilities	
Professional.....	23
Retirement	
Benefits	75
Notice.....	75
Sick Leave Payout.....	39
System Payments	74
System Selection.....	74
System Vesting	74
Retraining Sabbatical	41
Retrenchment, See Layoff.....	37, 38
Rights of FFA Members.....	8
Rights of the Employer.....	20
Rotation	
Summer	34

S

Sabbatical	
------------	--

Application Procedure.....	50, 78
Changes	54
Compensation and Benefits.....	54
Declaration Form.....	51
Fulbright.....	49, 54
Retraining.....	41
Review Committee.....	50, 52, 53, 55
Termination	54
Safety, Health	29
Salary/Compensation/Wages..	34, 46, 54, 60, 65, 72
Degrees.....	72
Summer	33, 34, 35, 45, 91
Section 125 Plan	60
Seniority.....	20
Administrative.....	18
Groups	22
List.....	23
Loss of.....	22
Service	11, 54
Sick Leave	45, 47
Absence	23, 61
Abuse.....	18
Bank	45
Buy-out.....	41
Death	47
Forfeiture of Benefits	75
Pay.....	23, 39
Payout.....	39
Retirement	47
Return.....	46
Use of Paid Sick Leave for Other	
Reasons	47
Slow-Downs	9
Social Security Benefits.....	78
Stoppages of Work	9
Strike, No.....	9
Student Emergency Loan Fund	75
Summer Semester.....	33, 34, 35, 45, 91
Compensation.....	34, 46, 54, 60, 72
Course Offerings	33
Overload.....	77
Rotation List.....	34
Sick Leave.....	45, 47
Supplemental Market Adjustments.....	66
Suspension.....	9, 18, 19

T

Tardiness.....	18
Tax	
Deferred Annuity.....	74

Sheltered Annuities	58
Teaching Assignments	27, 31, 89
Temporary Employees	7
Tenure.....	11
Academic Administrator	17
Amendments	13
Appeals.....	15
Attainment.....	16
Definitions and General Conditions.....	11
Department Policy and Procedure.....	12
Employer Policy.....	11
Evaluations.....	14
Review	6
Termination	11, 22, 23, 41, 42, 55, 61
Terms and Conditions of Employment.....	7
TIAA-CREF	74
Timme Professional Development	23
Incentive Funds	23
Transfers, Administrator into Unit	36, 37
Travel Increment	61
Tuition Credit Program (KCAD).....	64
Tuition Waiver	63

U

Unpaid Leaves	56
---------------------	----

V

Vacancies, Notice of.....	40
Vacancy	6
Variable Option Plans.....	58
Voluntary Reassignment.....	38
Voluntary Resignation Incentive Plan (VRIP)	77
Voluntary Separation.....	11

W

Waiver	8, 58, 62
Working Conditions	23
Working Day	6
Workload	10, 24, 73, 92
Committee	26, 28
Non-Traditional Methodology	26
Policies	24
Reduced Status	73
Review, Individual	27
Traditional Methodology.....	24
Vacancies	27