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Ferris State University

AGREEMENT

**FSU & FFA, MEA-NEA
Expires June 30, 2002**

Ferris State University

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

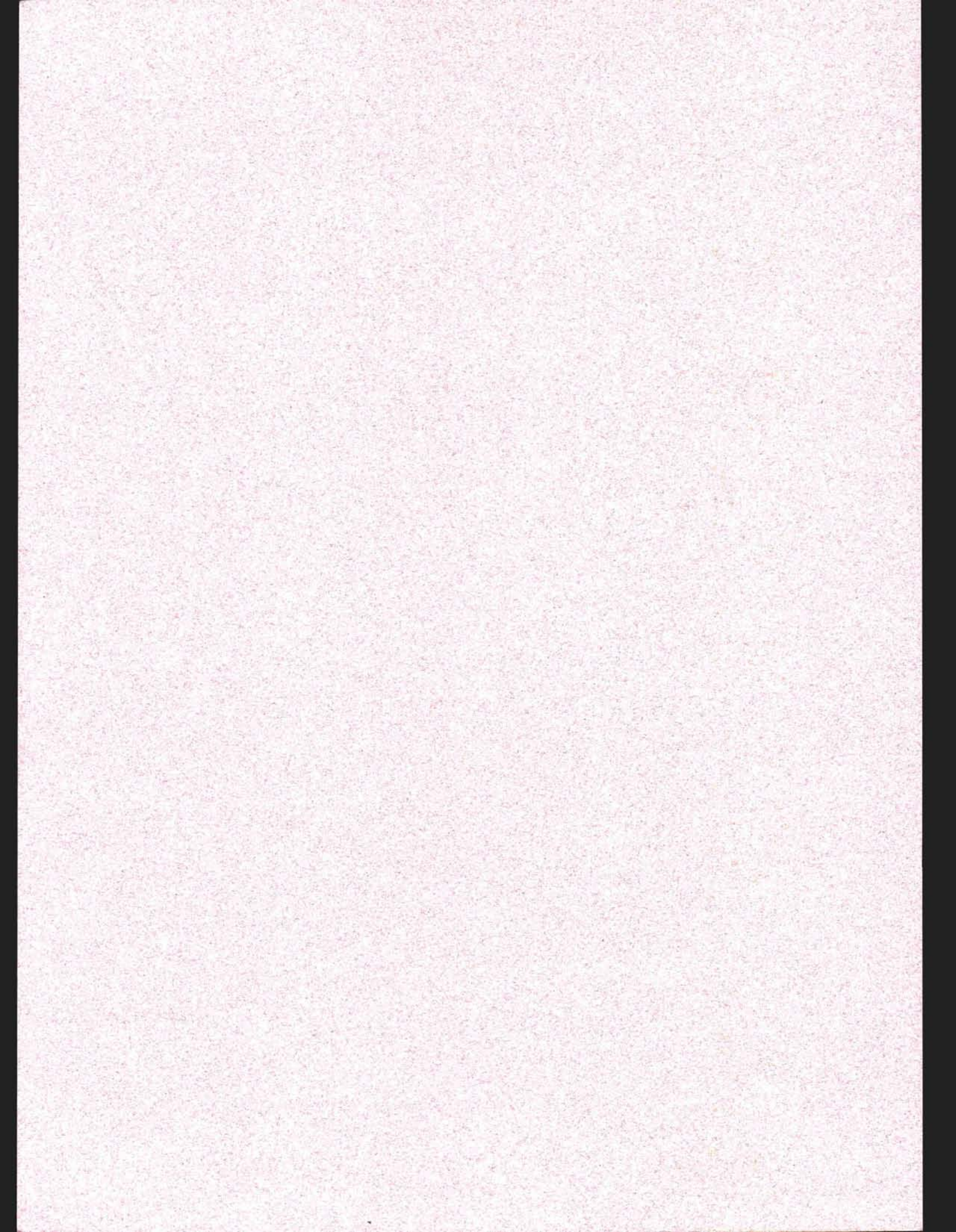


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AGREEMENT

Section 1 - BASIC CONTRACTUAL PROVISIONS

1.1 Agreement and Definitions

A. This Agreement, entered into this 22nd day of November, 1997, is between the Board of Trustees of Ferris State University (hereinafter referred to as "FSU" or "University") and the Ferris Faculty Association (hereinafter referred to as "FFA"), an affiliate of the Michigan Association for Higher Education MEA-NEA.

B. 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.
By	When used with a date as a deadline means on or before 5:00 p.m. on the date.
Course	Credit course.
Day (when used to compute a period of time)	Calendar day exclusive of contractual holidays.
Department	The smallest administrative unit to which a member is assigned. In colleges without departments, the department is the college.
Department Head	The administrator immediately responsible for a department. This term is synonymous with supervisor.
FMLA	Family and Medical Leave Act.
HEIDI	Higher Education Institutional Data Inventory.
IPEDS	Integrated Post-Secondary Education Data Systems.

HRD	Human Resource Development.
Majority	More than 50 percent of the members of a department.
Member	A bargaining unit member.
Notice	Written notice.
Supervisor	Synonymous with department head.
Unit	Synonymous with department.
Vacancy	A bargaining unit position which the University posts as a Board-appointed position.
Vice President for Academic Affairs	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.
VPAA	See Vice President for Academic Affairs.
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 FSU 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, FSU 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:

All full-time Board-appointed FSU teaching faculty (10 or 12 month); librarians; educational counselors; admissions counselors; personal counselors; program coordinators; coordinator of orientation; 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.

- B. Regular faculty rank above the level of instructor shall not be granted to staff who are not Board-appointed. Faculty rank will not be granted to personal counselors.
- C. If FFA believes hiring of temporary employees to replace members who are absent or new hires who are not available has resulted in erosion of the bargaining unit, FFA must raise such issue for discussion with FSU. If this is done and if the discussion does not resolve the matter, 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 University or the FFA other than those set forth in this Agreement. No future agreement or practice shall be binding on the University unless in writing and signed by both the VPAA 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 FSU 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 FSU 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 and shall be held at other reasonable times upon request of either the President of the University or the President of the FFA.

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

1.7 FFA Membership Dues Deduction

FFA members may authorize FSU, by executing the proper forms as provided by FSU, to make a prorated automatic payroll deduction on consecutive pay periods for FFA dues. FSU will have no obligation to deduct or remit the dues payable for the account of any member for any pay date where his/her 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 FSU against all liability FSU 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, FSU 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

FSU 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, FSU 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 FSU, or institution of any grievance, complaint or proceeding under this Agreement. FSU 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 VPAA 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 FSU's right to any remedy under law for such violation.

2.6 Agency Shop

- A. Each member covered by the negotiated Agreement between FSU 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, FSU 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 (s)he is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, (s)he shall be reported to FSU and a deduction of service fee shall be made from his/her 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 FSU 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, FSU 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. FSU, 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 FSU pursuant to this Section, FSU 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 FSU from his/her 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 FSU, 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 FSU, 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 FSU, 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 FSU; and
 3. If FSU, 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 FSU, does represent FSU, 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 FSU, 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 FSU, its officers, employees or agents under this Section, after consultation with FSU.
- 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 *pro rata* over eighteen (18) pay periods of the academic year.
- H. FSU will have no obligation to deduct or remit the dues or service fee payable for the account of any member for any pay date where his/her withholding authorization reaches the Payroll Office 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 FSU, 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 FSU, 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.

2.7 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.

2.8 Released Time for the FFA President

The FFA President shall be granted one-half (½) release time per academic year to be spread over fall and winter semesters in a manner mutually agreeable to the FFA President and his/her department head.

2.9 Aid to Other Collective Bargaining Agents

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

2.10 Information

A. FSU will provide 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 winter 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.

Including 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

3. Workload reports for specified areas upon request; and
4. Within six (6) weeks after the beginning of classes for the fall semester, a current seniority list; and
5. At the end of each fiscal year, FSU will forward to the FFA a list of all members and all dues or agency shop fees withheld for the fiscal year; and
6. Copies of minutes of official meetings of the Board of Trustees and the annual audited financial statement; and
7. So long as IPEDS and HEIDI reports are produced in hard copy by the University, 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 University cannot guarantee FFA access to the data base.

B. Member Responsibilities:

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

2.11 Non-Discrimination

FSU 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, sex, 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 FSU awarded tenure prior to the ratification of this Agreement shall retain such tenure.

3.2. Rights of Non-Tenured Members – Employment Date Precedes July 1, 1986

- A. A non-tenured member whose official employment date as a member precedes July 1, 1986 is governed by the tenure procedure in effect at time of hire.
- B. Employees who have elected the tenure evaluation system of the 1984-87 agreement will be covered by Sections 3.2 and 3.3 of that Agreement.

3.3 University Tenure Policy

- A. The tenure policy described in this Agreement applies only to non-tenured members. 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, FSU 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, the dean, the VPAA, and the President of FSU.

3.4 Department Tenure Policy and Procedures

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

- A. The tenured members of each department shall be responsible for:
1. Devising the department policy and procedures for attainment of tenure. The tenured members may elect to include one administrator as a non-voting member in these deliberations. 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.
- 4. Amending tenure review policy and procedures.
- B. Any proposed amendment(s) must be submitted to the VPAA by February 15. The VPAA shall either accept or reject the proposed amendments by April 15. Failure by the VPAA to act upon the submitted amendments within the timeline given shall constitute disapproval thereof and the proposed amendment shall not be effective.
- C. The VPAA 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.
- D. 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 his/her non-tenured period.
- E. Present Tenure Policies and Procedures will remain in effect until such time as amended in accordance with this Agreement.

3.5 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. 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 his/her 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 his/her fifth year. A non-tenured member with an initial academic rank of associate professor may not apply for tenure prior to his/her fourth year. A non-tenured member with an initial academic rank of professor may not apply for tenure prior to his/her third year.
- C. During his/her 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 his/her 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 winter 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 his/her second and subsequent years of service. Although the tenure review committee evaluation process begins in the second year of employment, the tenure review committee may, at its option, do a written evaluation during the first year of a non-tenured member's service. These evaluations shall include recommendation for reappointment or non-reappointment.
- F. At each of these annual evaluations, the member shall be afforded an opportunity to submit to this committee any documentation to support his/her 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 15. The tenure review committee will forward in writing the final evaluation and recommendation to the non-tenured member and the appropriate department head by November 20.

- G. The non-tenured member shall be evaluated annually by the appropriate department head in a manner consistent with Section 3.4.A.2. The department head will provide a written copy of the evaluation and recommendation to the member by December 10.

- H. The decision to grant or deny the first non-tenure reappointment rests solely with the VPAA. All subsequent reappointment decisions require affirmative recommendations by both the appropriate tenure review committee and the VPAA. However, failure by the tenure review committee to file its recommendation with the department head in a timely manner shall constitute complete concurrence with the decision of the VPAA 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 15 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 VPAA concur in recommending non-reappointment or do not concur, reappointment is denied, provided that a member may appeal to the President of FSU, as follows:
 - 1. In the event the tenure review committee and the VPAA recommend against reappointment, the 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 VPAA recommend against reappointment, the appeal is not limited to procedures.

3. The 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 FSU shall have no liability because of such failure.

3.6 Attainment of Tenure

- A. By October 1 of the tenure decision year, the member must apply for tenure and present evidence in support of his/her 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 need 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 in order to be eligible for tenure. Upon completion of 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 and to the tenure applicant.
 - E. Failure by the tenure review committee to timely deliver its recommendation to the department head constitutes concurrence with the decision of the VPAA.
 - F. The department head may attach his/her evaluation and recommendation and shall forward all material to the dean. The dean shall forward the recommendations and supporting documentation to the VPAA and may append his/her recommendation and evaluation. Neither the department head nor the dean may change the tenure review committee's recommendations.
 - G. By March 1, the VPAA shall notify, in writing, all applicants for tenure of his/her decision. Failure by the VPAA to act on the recommendations constitutes his/her concurrence with the tenure review committee's recommendation.
 - H. If either the VPAA 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 VPAA 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 his/her 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 FSU shall have no liability because of such failure.

Section 4 - REPRESENTATION AND PROFESSIONAL CONDUCT

4.1 Discipline

- A. FSU 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, tardiness, willful deficiencies in professional conduct and/or performance, violation of University 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.
- C. 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 results 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 University shall be filed in the member's personnel file and a copy thereof given to the member.
- F. In cases involving disciplinary suspension or discharge, the member is entitled to due process which is as follows:

1. A written statement from the appropriate administrator notifying a member with sufficient particularity of 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 his/her position. A full investigation of the charges shall be conducted;
3. Representation by his/her association representative and/or by counsel of his/her 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 a member, the administration shall consult with the President of the FFA;
7. The above procedure will be administered in a timely fashion; and
8. 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 shall receive a copy of the material. 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 may not be used in grievance procedures or disciplinary action unless FSU 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 necessarily 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 his/her post-employment personnel record. A member shall have access to his/her 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 - UNIVERSITY RIGHTS

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

- A. FSU, 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 FSU, 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 his/her bargaining unit status and shall continue to accrue seniority.

- C. A member who accepts a part-time position and who is not otherwise excluded from the bargaining unit pursuant to Section 1.3 of the Agreement, shall continue his/her 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 (s)he 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, (s)he 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.

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,

(s)he 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 his/her 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 continuous year while remaining in the employ of FSU; 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 paragraph F is discretionary with the University.

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 FSU 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.
- C. 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.
- D. 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.

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 work load policy may be requested by either the written request of a majority of a department's members or directed by the VPAA.
 - 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 VPAA directs, the department head shall notify the department members and provide them an opportunity to participate in the preparation/change within the time directed by the VPAA.
 - iii. Workload policies shall incorporate relevant criteria including but not limited to the following:
 - (a) Semester credit hours, student credit hours, or contact hours.

In this regard, twenty-four (24) semester hours per academic year, excluding summer, shall be weighed as a standard work load 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.

Provided that not more than two-thirds (2/3) of an annual normal load will be assigned in any one 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.
- iv. If the department head and a majority of the department members agree, the proposal and rationale shall be delivered to the office of the VPAA.
- (a) If the VPAA approves, the policy shall be effective as of the date determined by the VPAA.
 - (b) If the VPAA does not approve, the proposal shall be returned to the department for revision and re-submission as directed including, but not limited to a date for re-submission.
- [1] If the department head and a majority of the department members agree upon the re-submission, the proposal will be delivered to the office of the VPAA.
- a. If the VPAA approves, the proposal shall become the policy effective as determined by the VPAA.
 - b. If the VPAA does not approve, (s)he shall notify the department. Either a majority of the department members or the department head may, within ten (10) working days, request the appointment of an *ad hoc* committee pursuant to paragraph v. If there is no request within the ten (10) working days, the VPAA shall determine the policy.
- [2] If the department head and a majority of the department members do not agree upon the re-submission, not later than ten (10) working days after the re-submission date,

either may request to the VPAA that the proposal be reviewed by an *ad hoc* workload committee which will be formed and respond as set forth below.

- v. If the department head and a majority of the department members do not agree, either a majority of the department members or the department head 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 VPAA shall determine the policy.
- vi. Upon the request as in paragraph v, the VPAA 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 VPAA, 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 VPAA appointees will review the policy or the VPAA will determine the policy as the VPAA determines in his/her sole discretion.

The *ad hoc* committee shall consider the proposals and rationale and deliver its written recommendations to the office of the VPAA within two months of its formation or by such other date as may be agreed by and between the VPAA and the FFA.

- vii. The VPAA shall then determine the policy.
- viii. The decision of the VPAA 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 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. Ownership of instructional material prepared by a member for classroom use is subject to the Board-approved Residual Rights Policy and federal copyright law.

B. Non-teaching Faculty:

1. Weekend and evening assignments for non-teaching members shall be rotated within the seniority group consistent with department needs.
2. Non-teaching members have access to the workload review process when appropriate.

C. Request for Individual Workload Review:

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

1. If they think their workload is unreasonable or inequitable when compared to other members within that seniority group;
2. If they think their workload does not comply with the policies for their department or seniority group or this Agreement;
3. 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
4. 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.
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 VPAA. The VPAA 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 VPAA, 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 VPAA appointees will review the workload or the VPAA will determine the workload as the VPAA determines in his/her sole discretion.

- b. The committee may meet with the member(s), the department head, dean, program director, or other persons, and may request pertinent information from the University sufficient to perform its analysis.
- c. The committee shall analyze the relevant data and deliver its written recommendation(s) to the office of the VPAA within two (2) months of its formation or by such other date as may be agreed by and between the VPAA and the FFA.

6. The decision of the VPAA is final, binding and not arbitrable.

7.3 Health and Safety

- A. FSU 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 him/her or his/her 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, FSU is obliged to take all reasonable non-discriminatory steps to ameliorate the hazard. Additionally, FSU 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 FSU 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. Meetings of the health and safety teams shall be called by the co-chairpeople 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 of Administration and Finance and Academic Affairs, and the department head of the affected area. It is agreed by both the FFA and FSU 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 FSU 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 totally 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 at all times make every effort to be accurate, exercise appropriate restraint, show respect for the opinions of others 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.

7.5 Department Procedures

- A. To involve members in the decision-making process regarding matters of departmental concern, department heads 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 and the members agree to consider.
- B. If the department head 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, (s)he 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/VPAA.
- C. Before the University makes a final decision in the hiring of a department head 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. 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 (s)he reports for work as a bargaining unit member.

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 insure quality education. In order that FSU can act promptly to recruit such individuals, members shall form search committees in accordance with department procedures jointly adopted by the department head 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 shall form such committee. The committee shall:

1. Identify the position expertise required;
2. Review credentials of applicants and recommend those qualified for interviews. FSU may add additional interviewees from applicants already a part of the applicant pool and who meet the posted qualifications;
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. FSU may add additional applicants to such list from among those interviewed.

B. The department head 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. 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 VPAA will provide the explanation; such explanation is not subject to the grievance procedure.

- C. The review of candidates shall be conducted in accordance with University procedures and policies. The final decision regarding employment of candidates is reserved to FSU.

7.7 Summer

- A. Determination of Summer Course Offerings:

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 FSU in a manner consistent with procedures for course/section determination during the regular academic year, except where modified as follows:

1. By December 15th, department members may suggest to their department head, program director, or dean, as appropriate, those courses which might be taught during the summer semester.
2. By January 15th, each department head, program director, or dean where appropriate, shall have composed a list of the summer school courses/sections for the following summer school semester. This list may include courses to accommodate students who are enrolled in programs that operate throughout the calendar year, students who are seeking to graduate at the end of the summer semester or the following academic semester, students who have been admitted to begin their programs in the summer, and students for whom FSU has an obligation to offer a supervised internship. It may also include such other courses deemed appropriate by academic deans, department heads, or program directors.
3. All summer course offerings for which enrollments reach fifty percent (50%) of the academic year capacity (hereinafter "cap") or fifteen (15) students,

whichever is less, by the end of summer early registration 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 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 full pay or 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.

B. Compensation:

1. Regular Courses:

- a. Salary for a full summer teaching load of courses/sections in which minimum enrollments are met, fifty percent (50%) of cap or fifteen (15) students, whichever is less, shall be as follows:
 - i. Summer semesters of 1994, 1995, 1996 and 1997, as paid by the University.
 - ii. Summer semesters of 1998, 1999 and 2000, thirty-four percent (34%) of the member's regular academic year salary.
 - iii. Summer semesters of 2001 and 2002, thirty-five percent (35%) of the member's regular academic year salary.
- b. Members teaching less than a full load of courses that meet the minimum enrollment shall be paid on a *pro rata* basis.
- c. Determination of enrollment for determining full pay shall be at the end of summer early registration.
- d. Salary for less than a full load, either in number of courses/sections, or in courses/sections which do not meet minimum enrollment requirements for full pay, will be compensated on a *pro rata* basis.
 - i. Salary for courses/sections with a cap of fewer than twenty-four (24) will be pro-rated on the cap until official enrollment as set out in paragraph iii below reaches fifty percent (50%) of that cap.

- ii. Salary for courses/sections with a cap of twenty-four (24) or more will be pro-rated on the number twenty-four (24) until official enrollment as set out in paragraph iii below reaches fifty percent (50%) of cap or fifteen (15) students, whichever is less.
- iii. Minimum compensation for *pro rata* courses/sections will be based on the official enrollment in the course section on the official count date.
- iv. Courses/sections taught for *pro rata* compensation do not affect an instructor's position on his/her summer teaching rotation list. However, such courses/sections, when not covered, shall be offered to instructors in a manner consistent with the operation of the summer teaching rotation list.

2. Special/Experimental Courses for Summer School:

- a. Salary for special/experimental courses approved pursuant to University policy will be pro-rated in terms of the instructor's salary for the academic year and a full enrollment number of twenty (20) for the course/section. An enrollment of twenty (20) or more will receive full pay.
- b. Special/experimental courses taught for less than full pay do not affect an instructor's position on his/her department summer teaching rotation list. Regardless of position on the rotation list, a member who designs a special/experimental course has the right of first refusal on teaching the course for the first summer the course is offered and, with the concurrence of the department head, for the next summer. Where teaching in the second year is not concurred in by the department head, the department head will give the affected member a written statement of reasons why the second year concurrence was not given. Such written notice will be given within sixty (60) days of conclusion of the first year experimental class.

C. Summer Rotation List:

1. By December 1, department heads will distribute a questionnaire to members requesting that they express their interest in teaching summer semester.
2. By December 15, members must return the questionnaire to their department head. 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 April 1 to decline employment without prejudice to their position on the rotation list. Requests after April 1 to decline employment without prejudice to position in rotation, which are made for professional reasons or reasons of health, will be considered on their merit.
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. Full-pay courses/sections will be assigned to members at the top of the summer rotation list, creating full loads, until all such courses/sections are assigned. Subsequent loads will be composed of *pro rata* courses/sections. Once the initial assignments are made, mutually agreeable exchanges may occur between qualified members with the concurrence of the department head or dean. Denial of a proposed trade must be based on lack of course-specific qualifications.
8. Teaching loads for summer semester will be consistent with department work load 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.

9. Any of the following for which a member's rate of pay is determined as a fraction of load shall be credited against his/her summer rotation list position: full-pay on-campus courses, full-pay off-campus courses, full-pay courses outside the member's seniority group, and special projects.
10. *Pro rata* summer courses/sections will not affect a member's position on his/her summer rotation list.
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 FSU, and two (2) members selected by the FFA.
2. The committee will meet early in November to review the previous summer semester teaching experience and, based on this evaluation, submit recommendations to the FFA and to the University administration.

7.8 Performance Review

- A. Tenured members' performance shall be periodically reviewed by their department head or equivalent. 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 heads 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 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 his/her 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 VPAA 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 (s)he left the bargaining unit. Such a return may be effectuated when a vacancy exists and the administrator is qualified to fill the vacancy. If such administrator does not have tenure, (s)he is subject to the tenure review process in Section 3.
2. The VPAA may assign to a faculty position an administrator who was not previously in the bargaining unit. The decision of the VPAA 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.

The VPAA may, after receiving the recommendation from the appropriate members, assign rank to an administrator.

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 VPAA, 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. A member may seek to transfer from one seniority group to another without losing benefits under this Agreement, provided (s)he meets all the qualifications for the position to which (s)he is seeking to transfer. His/her credentials shall be reviewed pursuant to Section 7.6.

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.

Section 8 - RETRENCHMENT

8.1 Definition

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

8.2 Retrenchment by Attrition

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

8.3 Retrenchment by Layoff

- A. Layoff is the involuntary reduction in the number of members for educational, business, or economic reasons other than cause or non-reappointment.
- B. When, in the sole judgment of FSU, retrenchment through attrition does not meet its needs, it may be accomplished through layoff.
- C. The VPAA will give the President of the FFA written notice of FSU'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 VPAA 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 FSU, including but not limited to qualifications.

When FSU 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:

1. Name of member affected;
2. Reasons for the exception; and
3. Projected date of layoff.

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 (s)he taught the most credit hours in the current and immediately preceding two (2) academic years.

8.4 Notification

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

- A. A non-tenured member shall be notified by February 1 of his/her last year of employment; or
- B. A tenured member shall be notified by July 1 of the year preceding the last year of employment.

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 (s)he continues employment in a bargaining unit position on a part-time basis.
- B. Sick leave - The University shall pay a laid off member fifty percent (50%) of his/her accumulated sick leave not to exceed one hundred (100) days at his/her rate of pay at the time of layoff. Such payout will occur on or after the beginning of the semester following layoff.

A member who is recalled may either repay the sick leave payout and have his/her sick leave reinstated or start with no accumulated sick leave.

- C. While a laid off member is employed on a part-time basis, FSU 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 University'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 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.

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.

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. FSU 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. FSU 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 (s)he is qualified.

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.

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, (s)he will accumulate seniority pursuant to Section 6. Not less than one (1) month before the expiration of such a temporary contract, FSU shall notify him/her of:

1. Disqualification from consideration for the vacancy, in which case the member reverts to previous layoff status; or
2. 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, (s)he 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. (S)he may prepare a proposal which describes the intended education or work-related program and submit it to the VPAA. If the VPAA 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 VPAA may refuse any member the right to participate. Acceptance of a buy-out constitutes termination of employment under the following conditions:
1. The member waives all claims and rights to unemployment compensation;
 2. The University will pay one (1) year's salary at his/her 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;
 3. 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 FSU;
 4. Accumulated sick leave will be paid as though (s)he had retired according to Section 10.1.E.3 of this Agreement; and
 5. 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. A 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 a substantial number of members may be consolidated and brought forth as a single grievance by the FFA. In such 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 FSU 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. FSU 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 shall discuss the grievance with his/her immediate administrator, identifying it as a grievance, either with or without a representative of the FFA, at the grievant's(s') election.

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 FSU/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

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 1 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.

D. Step 4 - VPAA Level

1. In the event the grievance is not resolved at step 3, the FFA and grievant(s) may advance the grievance to the VPAA 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.
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 VPAA or designee. The VPAA 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 FSU of its intent to arbitrate by serving written notice of such intent upon the VPAA 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 his/her 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 grievances are on the same subject or unless the parties agree to combine grievances on different subjects for the same arbitrator; 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.

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.

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, his/her spouse, parent or minor child.

FSU 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 FSU, be treated as an authorized unpaid leave of absence or as an unauthorized absence from employment which shall result in discipline.

2. 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 FSU may request.
3. FSU 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 his/her job, with or without reasonable accommodation; or
 - b. Continuing disability.
4. 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 his/her accumulated sick leave the first time his/her 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.

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.

2. 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. Have been absent for five (5) days without pay; and
 - e. Not be eligible for Workers' Compensation benefits.
3. Use - The sick leave bank may be used only for personal disability under 10.1.A.
4. 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 (a) due to different and unrelated causes and separated by return to active school employment for at least one (1) day, or (b) due to the same or related causes and separated by more than six (6) months of continuous active employment.
5. Accounting and reporting - The HRD office will be responsible for the accounting of the number of days in the sick leave bank. FSU 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 FSU when able to return to work.

1. TEN (10) DAYS OR LESS

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 his/her regular position.

2. ELEVEN (11) THROUGH SIXTY (60) DAYS

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 his/her regular or comparable job for the remainder of the academic term, and thereafter, in his/her regular position.

3. MORE THAN SIXTY (60) DAYS

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 his/her regular position or one comparable to it.

D. Family and Medical Leave Act (FMLA) - 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 his/her accumulated sick

leave up to two hundred (200) days. Such compensation will be made at his/her rate of pay at 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 his/her 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 FSU or after reaching at least sixty (60) years of age with five (5) years of continuous service to FSU, 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:

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).

Where the department head 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:

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 his/her 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. Immediate family is defined as follows:

1. Spouse;
2. Natural or adopted child;
3. Natural or adopting parent;
4. Adopting 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 his/her home; or
10. Mother-in-law, father-in-law.

B. Upon authorization by FSU, 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. 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.

B. Eligibility - A member may apply for sabbatical leave after the completion of ten (10) semesters of continuous full-time employment, excluding summer. The sabbatical

leave may take place any time following the completion of the twelfth semester of continuous full-time employment, excluding summer.

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, and the group composed of the counselors and librarians may elect a 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. Counselors and librarians 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, established in paragraph H of this section. Each unit sabbatical review committee may publish the guidelines it follows to rank order sabbatical leave requests.

- E. Application - Applications requesting sabbatical leave shall be submitted to the member's sabbatical review committee and a copy shall be given to the member's department head on the University's official form, on or before October 15 of the year preceding the academic year for which the leave is being requested. The application form shall, in addition to other pertinent data, contain adequately detailed plans of the proposed professional activities during the sabbatical leave.

The applicant shall consult with the department head during development of a sabbatical leave proposal consistent with the goals and objectives of the unit involved.

- F. Evaluation of Application - The sabbatical review committee shall:

1. Evaluate applications against published committee guidelines;
2. Rank order the sabbatical requests which have met the sabbatical leave application guidelines;
3. Forward the rank order list to the appropriate dean by November 15; and
4. Provide a written explanation to any member whose request is not recommended.

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

- G. Review by Dean - The dean shall review the rank list and may make deletions. The dean will give a written explanation to any member whose request is deleted. The dean shall forward this list to the All-University Sabbatical Review Committee by December 1.
- H. All-University Sabbatical Review Committee - Each college and the group composed of the counselors and librarians may elect one (1) member from its sabbatical review committee to serve on the All-University Sabbatical Review Committee which reports to the VPAA.

This Committee shall determine a rank ordering of all requests forwarded by the deans and deliver it to the VPAA by January 15.

The University 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.

- I. Review by VPAA - The VPAA may delete from the Committee's rank order but may not alter the order.

Deletions by the VPAA in the rank ordering will be discussed with the All-University Sabbatical Review Committee and will be explained in writing to the affected individual(s) with a copy to the All-University Sabbatical Review Committee.

- J. Board of Trustees - The list shall be submitted to the Board of Trustees.

- K. Commitment to Return - Before a sabbatical leave is granted, the recipient must execute a written agreement that in the event (s)he fails to return to employment at FSU 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 FSU for all sums paid by FSU while on leave. The sums paid by FSU may be withheld by the University from sums owed to the recipient, if any.

- L. 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 University payroll procedures.

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.

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

- N. Sabbatical Report - During the first semester following the recipient's return to FSU, (s)he must submit to the unit sabbatical review committee and department head copies of a written report, of professional quality, outlining his/her experiences and achievements consistent with the purposes for which the leave was granted. The department head and the unit sabbatical review committee will forward, with evaluative comments, the report to the President, via the dean and the VPAA. A copy shall be filed in the FSU Library, and a copy shall be submitted to the All-University Sabbatical Review Committee. One copy of this report, with all attached comments as well as any submitted rebuttal thereto, shall be retained in the recipient's personnel file.

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.

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 FSU.
- B. A member must notify his/her department head as soon as (s)he is notified of selection for jury duty.
- C. Upon release from jury duty, a member must notify his/her department head as soon as reasonably possible during normal working hours for instructions as to when (s)he 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 department head.
- 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 counselors and librarians are eligible for two (2) personal leave days each fiscal year.
- B. Personal leave days are not cumulative from year to year.
- C. The second of the personal leave days may be taken only if the member has accrued sick leave and will be charged to sick leave.

- D. Personal leave days will be scheduled as mutually agreed with the department head.

10.8 Military Leave

When a member is involuntarily called for emergency military duty, FSU 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. FSU 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.

Section 11 - UNPAID LEAVES

- A. Leaves of absence without pay may be granted at the discretion of FSU.
- 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. (S)he will not receive pay for holidays falling within the leave of absence, nor will (s)he 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 University, as if (s)he were continuously employed.
- C. A member is responsible for contacting the HRD office of the University if (s)he wishes to maintain at his/her own expense group insurance coverage, such as life insurance, medical insurance and dental insurance during this period, if available through the insurance carrier.
- D. Leaves of absence may be granted for such purposes as professional growth, personal illness, professional service, public service, Fulbright or exchange teaching.

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. Memorial Day;
3. Good Friday;
4. Independence Day;
5. Labor Day;
6. Thanksgiving Day;
7. The day following Thanksgiving Day; and
8. Christmas Day.

- B. Members will not be required to report for duty between Christmas and New Year's 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

Twelve (12) month members are eligible for twenty (20) days vacation each year which accrue at the rate of 6.67 hours/semi-monthly pay period.

Earned vacation must be taken no later than the end of the year following the year in which the vacation is earned.

Section 13 - FRINGE BENEFITS

13.1 Liability Insurance

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

FSU shall provide to all members the following MESSA-PAK insurance, except as prohibited by law, to all members on pay status and eligible dependents.

A. For employees electing to receive health insurance coverage:

Health Super Care 1;

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 VSP-1; and

Dental 65/50/50: \$1,100.

B. For employees not electing health insurance:

1. Long Term Disability - Same as above;

2. Negotiated Life - Same as above;

3. Vision - Same as above; and

4. Dental - Same as above.

C. Members not electing health insurance shall also receive one hundred dollars (\$100.00) per month which they may elect to apply to any combination of the following:

1. Any of the Michigan Education Special Services Association variable option plans and/or MEA Financial Services tax sheltered annuities; or
2. A check, less withholdings and deductions required by law, which will be issued to members electing this option on a semesterly basis.

D. Insurance Premiums and Caps:

FSU agrees to pay up to the following sums of money per month per member:

Maximum premium per month per member:

	PLAN A	PLAN B
July 1, 1994 to June 30, 1995	\$472.70	\$92.55
July 1, 1995 to June 30, 1996	\$495.81	\$97.18
July 1, 1996 to June 30, 1997	\$538.24	\$105.19
July 1, 1997 to June 30, 1998	\$559.77	\$109.40
July 1, 1998 to June 30, 1999	\$582.16	\$113.77
July 1, 1999 to June 30, 2000	\$605.45	\$118.32
July 1, 2000 to June 30, 2001	\$629.66	\$123.06
July 1, 2001 to June 30, 2002	\$654.85	\$127.98

Individual members are responsible for monthly premium payments above the contractual cap. FSU is authorized by this Agreement to deduct from member's payroll checks, amounts in excess of the applicable cap 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.

E. Flexible Spending Account:

FSU 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.

Funding shall be through salary deduction. The program will become effective on or before six (6) months from the date of this Agreement. The University will pay the cost of implementation and administration.

13.3 Payroll Deduction - MEA Financial Services Programs

- A. FSU 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.

13.4 Implementation of Related Insurance Benefits

- A. A member receiving a paid leave of absence shall have all insurance benefits continue uninterrupted throughout the period covered by the paid leave of absence. "Paid leave of absence" does not include leaves of absence during which the member is eligible for Workers' Compensation benefits.
- B. A member who is off work on a non-occupational sick leave of absence and who is not receiving paid sick leave may continue his/her insurance programs, to the extent available through the insurance carrier(s), by contributing the full premium for all desired insurance coverage on or before the first of the month in which the premium is due. These contributions may be made for a period of up to twenty-four (24) months or to the extent possible through the insurance carrier. In cases of occupational sick leave, provided it is available through the insurance carrier, the member shall not be limited as to the period during which (s)he 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, FSU shall continue payments of applicable premiums for the spouse and/or dependents

of the deceased through the month of the death and continuing for the following two months.

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

E. FSU shall pay insurance premiums for all members beginning:

September 1 for present employees; or

Date of starting work for those hired after September 1;

ending:

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 FSU, 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.

13.5 Travel Increment

A. A member who provides off-campus instruction on an overload basis shall be remunerated at the appropriate overload rate of pay, and, in addition, shall receive a travel allowance in accordance with FSU's institutional travel policy.

- B. A member who provides off-campus instruction as part of his/her assigned load shall receive a travel allowance in accordance with FSU's institutional travel policy. In addition, for other than credit-bearing work experience courses which are programmatic requirements, a member shall receive compensation for time in transit at a rate of twenty-seven cents (\$.27) per mile based upon standard round-trip mileage.
- C. 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 (s)he 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 may assign a qualified member in rotation in inverse order of seniority. The unilateral decision of the department head will be subject to review under Section 4.3.B of the Agreement and/or the grievance arbitration procedure.

13.6 Fee Waiver /Fee Reduction

It is the intent of FSU 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.

13.7 Tuition Waiver

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

- A. For any academic semester in which a member has academic responsibilities, (s)he may take a maximum of two (2) courses that do not, individually or in aggregate, exceed eight (8) credit hours.
- B. Retired members may take FSU courses without limitation as to number and credit hours and have the regular fees for such courses waived.
- C. Current members may take FSU courses without limitation as to number and credit hours and have the regular fees for the first eight (8) credit hours waived in any semester in which (s)he has no academic responsibilities and is not excused therefrom due to sick leave or other approved leave.
- D. 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.

13.8 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 eight (8) credit hours, which shall be available to eligible spouses and children of members. A decision regarding the alternative selected shall be made each semester. A member is eligible for one (1) alternative per semester only.
- B. A member's spouse or child shall be eligible for a tuition waiver if (s)he presents evidence to the FSU Registrar's office confirming that:
 - 1. (S)he has satisfied all admission requirements and is eligible to enroll for course(s); and

2. (S)he is the spouse of a member; or
 3. (S)he is 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. (S)he is a stepchild who is twenty-four (24) years of age or less on the first day of classes for that semester and is claimed by the member as a dependent on his/her 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.

Section 14 - SALARY

14.1 General Provisions

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. FSU 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. The following percentage increments shall be applied to each member's base salary at the end of the prior year:

1. 1994 - 95 through 9/30/95 No increase
2. Effective October 1, 1995, salaries will be increased on October 1 of 1995 and 1996, as follows:

Based upon total student credit hours as reported in the annual HEIDI fall data submission to the State of Michigan:

Less than 116,000	= 0%
> 116,000 to 139,000	= 1.5%
> 139,000 to 149,000	= 2.0%
> 149,000 to 155,800	= 2.5%
> 155,800	= 3.0%

In addition, the following amounts will be paid but not added to the base salary:

1996-97 – One thousand dollars (\$1,000.00) to active members, excepting members assigned to administrative positions, as of the date of ratification by the FFA.

3. Effective October 1, 1997, salaries will be increased on October 1 of 1997 and 1998, as follows:

Based upon total student credit hours as reported in the annual HEIDI fall data submission to the State of Michigan:

Less than 116,000	= 0%
> 116,000 to 149,000	= 2.0%
> 149,000 to 155,800	= 2.5%
> 155,800	= 3.0%

In addition, the following amounts will be paid but not added to the base salary:

1997-98 and 1998-99 – Five hundred dollars (\$500.00) to active members, excepting members assigned to administrative positions, in installments on regular paydays to active employees.

4. As of July 1 for twelve (12) month members and as of the beginning of the academic year for ten (10) month members, for the years 1999-00 through 2001-02, base salaries will be increased as follows:

1999-00 = 2.6%

2000-01 = 3.5%

2001-02 = 3.5%

- 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 Personal Counselors

In addition to the increases under this Agreement, personal counselors base salaries will be increased retroactively as follows:

Three percent (3%) effective July 1, 1992 and four percent (4%) effective January 1, 1993. Subsequent fiscal year salaries will be adjusted accordingly.

A lump sum will be made reflecting (a) the increases as of July 1, 1992 and January 1, 1993, and (b) the difference between increases actually received thereafter and the amount of increase which they would have received had the base salaries been increased.

Section 15 - PROMOTION AND MERIT INCREASES

15.1 Promotion

Each college and a group comprised of the counselors and librarians shall establish or maintain a promotion committee, fifty percent (50%) of whom shall be appointed by the dean. Current

promotion policies of college/group will continue and any changes will be implemented when approved by both the dean and a majority vote of the promotion committee.

The criteria and procedures shall include the following:

- A. Promotion policies will be limited to criteria and procedures for promotion to assistant professor, associate professor and professor.
- B. Degree and credit hour requirements presently being utilized will continue as minimum standards for advancement.
- C. 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).
- D. Merit increases are an addition to advancement in rank but not a substitute for such advancement. Hence, the criteria and procedures for merit increases are the same as for promotion with the following additions:
 - 1. Merit increases can only be given to those who have been advanced in rank to the maximum rank consistent with their promotion credentials as defined by the appropriate college/group promotion policy.
 - 2. A tenured bargaining unit member is eligible to apply for a merit increase only after a minimum of four (4) years since his/her last advancement of rank or prior merit increase.
 - 3. Consideration will be given only to accomplishments of the applicant since his/her last promotion or merit increase, or date of hire, whichever is more recent.

15.2 Promotion/Merit Procedures

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

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

B. Fractional Portions

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

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

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

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

1. The individuals applying for promotion within their college/group that it recommends for promotion/merit. The number of recommendations shall be equal to or less than the number of promotions/merits available for the college/group. If the number of promotions/merits is less than the number of promotions/merits available in the college/group, the unused promotions/merits may be carried forward for use in future years.
 2. A rank ordering for all of the additional individuals approved for promotion/merit within the college/group.
- D.
1. The dean may add persons to the extra list generated by paragraph 15.2.C.2 in any position order which (s)he believes is appropriate but not altering the relative order established by the college/group promotions/merit committee.
 2. The dean shall forward the lists arrived at in paragraphs 15.2.C.1 and 15.2.D.1 to the VPAA and the college/group promotion/merit committee.
- E.
- The VPAA shall forward the lists described in 15.2.D to the President who will recommend the lists arrived at in 15.2.C.1 to the Board of Trustees. In addition, the President shall recommend to the Board of Trustees twelve (12) individuals from the lists determined in 15.2.D.1 maintaining the rank order within each college/group. If promotion or merit is granted to an individual who fails to meet either the college/group criteria or contractual criteria for that promotion or merit, this promotion or merit shall not be counted as one of the twelve (12) promotions/merits granted by the President.
- F.
- The provisions of this Section do not preclude the President from recommending to the Board such additional promotions/merits as (s)he may deem appropriate (whether or not the bargaining unit member is on any of the lists described above).

15.3 Compensation for Promotions/Merit

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

Instructor to Assistant Professor	\$1500
Assistant Professor to Associate Professor	\$2400
Associate Professor to full Professor	\$3000

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

15.4 Degrees

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

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

- B. A bargaining unit member entering a new degree program in a discipline directly related to his/her teaching duties, or entering a program to obtain a second degree of the same level in his/her discipline or a related field may receive payment in accordance with the above schedule upon written approval, prior to entering such program, by the VPAA.
- C. It is the intent of this section to provide the faculty member with some adjustment to take account of his/her starting salary at FSU when (s)he 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 WORK LOAD STATUS FOR FACULTY

- A. Eligibility - On attaining a combination of age and years of service at FSU equaling seventy (70), a member may, with the concurrence of his/her dean, choose to reduce his/her regular teaching load while continuing to be treated as a member for all other purposes.

- 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 FSU.
2. If FSU and the member agree, a member with reduced load status may accept additional courses/duties with a corresponding increase in his/her percentage compensation for the semester.

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 his/her regular workload or as an overload.

3. After electing reduced workload status the member involved may not thereafter rescind such status without permission from FSU.
4. Workload assignments will be made in accordance with departmental procedures.

- C. Unless waived by FSU, a member requesting reduced load status must give one (1) semester and preferably one (1) year written notice to his/her dean. The change in status must start at the beginning of fall or winter semester.
- D. A member and FSU may agree to a workload reduction on a temporary basis.

Section 17 - RETIREMENT

17.1 Retirement System Selection

A. Members:

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:

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 FSU.

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 FSU pursuant to the Michigan Public School Employees' Retirement Act, as amended.

B. FSU shall pay into the retirement account of a member participating in the FSU Tax-Deferred Annuity Plan (TIAA-CREF or other Fund Sponsor) as follows:

1. Through the 1996-97 fiscal year - eleven and one half percent (11½%) of the member's earnings as a member.
2. Thereafter - 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 member whose effective date of retirement occurs after June 30, 1988 and who is between the ages of sixty-two (62) and sixty-five (65) at the time of his/her retirement shall receive MESSA Super Care I health insurance and the MESSA Delta Dental (65/50/50: \$1,100) on the same basis as before retirement until (s)he becomes 65 years of age. Such individuals, however, are not eligible for medical reimbursement.

17.5 Notice of Retirement

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

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

D. The rate of payment for these lecture class responsibilities will be uniform in accordance with the following:

1994-1995	\$42.00
1995-1996	\$42.00
1996-1997	\$45.00
1997-1998	\$45.00
1998-1999	\$45.00
1999-2000	\$45.00
2000-2001	\$45.00
2001-2002	\$45.00

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

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 University may establish and maintain full-time equated (FTE) non-bargaining unit temporary and part-time faculty not to exceed fifteen percent (15%) of members except as set out in B below.

Part-time and temporary non-bargaining unit employees excludes clinical faculty, cooperative education, independent study work credited to department heads/program directors, up to one-half ($\frac{1}{2}$) load per semester taught by department heads/program directors, work performed because of a member being on a leave of absence, work performed because of reduced workload under Section 16, and any administrator within the division of academic affairs who teaches because there is no member qualified and available.

The percentage of non-bargaining unit temporary and part-time faculty shall be determined annually by using the "unranked" faculty, adjusted for the exclusions in the above paragraph, if necessary, in the HEIDI report submitted to the state by the University 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 fifteen percent (15%) referred to in 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, FSU shall hire a full-time member for each full-load equivalent beyond one (1) full-load assignment in that department.
- C. No course shall be taught by a non-bargaining unit employee for more than one (1) semester unless such employee's credentials have been made available for review if written request is made by a majority of the members in the department.
- D. Whenever one-third (1/3) of the members of a seniority group in which a course being taught by a non-member petition for a new evaluation or whenever the department head determines that a new evaluation of the non-member is necessary, the department head shall institute a new review.

Section 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 time of application;

- 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 his/her 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) as additional consideration will be paid.

20.3 Limitations

The University may limit the number of resignations under this plan.

Resignation will be effective at the end of the winter semester unless otherwise agreed by the University.

20.4 Resignation Benefits

- A. Beginning with the first month following date of resignation, and thereafter in accordance with its payroll schedule, FSU will pay the resignee as follows:
 - 1. Resignation at age fifty-eight (58) - Four hundred dollars (\$400.00) per month until the resignee reaches age sixty-two (62); or
 - 2. Resignation at ages fifty-nine (59) to sixty-two (62) - Six hundred and fifty dollars (\$650.00) per month 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 (1) eligible for Medicare, (2) age sixty-five (65), or (3) eligible for insurance paid for, in whole or in part, by another entity, whichever occurs first. Under no circumstances will FSU contribute toward the premium for insurance an amount greater than the amount it would have paid on the resignee's behalf had (s)he remained employed by FSU. The member is responsible for any premium not paid by FSU.
- 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 his/her 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

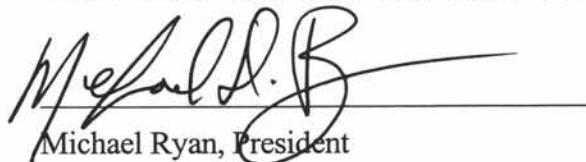
This program is effective only from July 1, 1996 through June 30, 2002.

Section 21 - DURATION OF CONTRACT

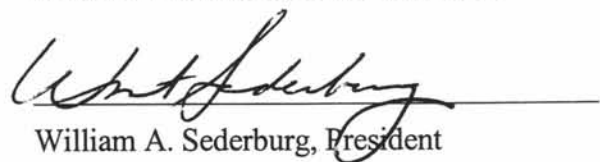
This Agreement shall be in effect from the date of ratification by both parties until 11:59 p.m., June 30, 2002.

SIGNATURES

FOR FERRIS FACULTY ASSOCIATION


Michael Ryan, President

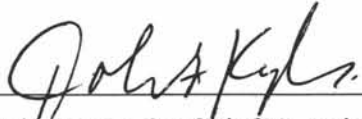
FOR FERRIS STATE UNIVERSITY


William A. Sederburg, President

Bargaining Team Members



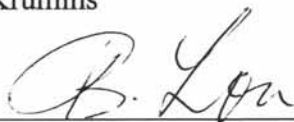
Kirk Curtis, Co-Chief Negotiator



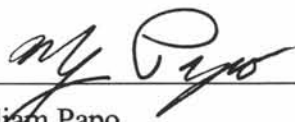
John Kane, Co-Chief Negotiator



Sara Krumins



Bo Lou



William Papo



Richard Schultz

Bargaining Team Members



Scott Hill-Kennedy



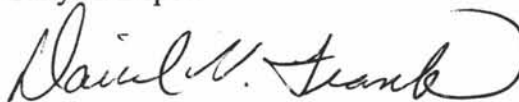
Isabel J. Barnes



Jeffrey F. Cross



Sally A. Depew



David V. Frank



Bruce N. Parsons

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