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6/30/94

# Ferris State University

## AGREEMENT

**FSU & FFA, MEA-NEA  
1990 - 1994**

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

*Ferris State University*

Michigan State University  
LABOR AND INDUSTRIAL  
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## AGREEMENT

### Section 1 - BASIC CONTRACTUAL PROVISIONS

#### 1.1 Agreement and Definitions

This Agreement, entered into this 12th day of October, 1990, is between the Board of Control of Ferris State University (hereinafter referred to as "FSU") and the Ferris Faculty Association (hereinafter referred to as "FFA"), an affiliate of the Michigan Association for Higher Education MEA-NEA.

It is recognized that both parties to this Agreement are integral components within the concept of the term "University."

#### 1.2 Purpose

The general purpose of this Agreement is to promote harmony and collegiality between the components of the University and to provide ways to resolve problems in a fair and timely way as set forth in this Agreement; and 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 does hereby recognize, for the term of this Agreement, the FFA as the collective bargaining agent for the persons included in the bargaining unit as herein defined:

All full-time Board-appointed FSU teaching faculty (10 or 12 month); librarians; educational counselors; admissions 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.

B. Excluded from the bargaining unit are the following: deans; associate and assistant deans; administrative assistants or assistants to deans; department heads; program directors; administrative affairs division personnel; business operations division personnel; registrar; director of financial aid; director of placement; director of public safety; director of student development services; University relations and development division

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\*The parties agree to update titles on exclusions and inclusions to reflect present conditions without giving up any claim to said positions in the bargaining unit.



personnel; all health center personnel; head residents; and all other University personnel and supervisors.

C. It is expressly understood by the parties that the Gerholz Institute for Lifelong Learning is a part of FSU for the purpose of this provision.

D. FSU agrees to provide the FFA the following reports:

1. All bargaining unit members as defined above, noting those who are on leave(s) of absence by type and duration. This list shall be provided within six (6) weeks of the beginning of classes for the fall, winter and spring terms.
2. All non-bargaining unit persons teaching in the following categories:
  - a. All faculty on a part-time assignment (including name, job group, assignment start date and stop date, FTE, College and department) on the following schedule: for fall term, by January 1; for winter term, by February 1; and for spring term, by April 15.
  - b. All temporary and/or grant supported faculty (including name, job group, assignment start date and stop date, FTE, College and department) on the following schedule: for fall term, by January 1; for winter term, by February 1; and for spring term, by April 15.
  - c. All administrators who are involved in teaching (including name, job group, assignment start date and stop date, FTE, College and department) on the following schedule: for fall term, by January 1; for winter term, by February 1; and for spring term, by April 15.

E. FSU agrees to provide the FFA with workload reports for specified areas upon request.

F. A current seniority list shall be transmitted to the FFA within six (6) weeks of the beginning of classes for fall term.

G. Also, regular faculty rank above the level of instructor shall not be granted to staff who are not Board appointed.

H. A temporary employee may not have temporary status for more than two (2) years. However, in cases of mutual agreement between FSU and FFA, said period may be a total of three (3) years.

I. Grant-supported faculty will be defined as faculty who receive at least eighty percent (80%) of their compensation from non-general fund sources.

J. At the end of each fiscal year, FSU will forward to FFA a list of all bargaining unit members and all dues or agency shop fees withheld for the fiscal year.

#### 1.4 Other Agreements

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment(s) to this Agreement.

#### 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 Informal Meetings

The President of FSU, or his/her designee(s), shall meet with the designated representative(s) of the FFA at least once each academic quarter for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement; such informal meetings shall also be held at other times after a request of either the President of FSU or the President of the FFA for the purpose of maintaining and improving relationships.

#### 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 Association dues. FSU will have no obligation to deduct or remit the dues payable for the account of any bargaining unit 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

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement(s) arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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 and with respect to any subject or matter not specifically referred to or covered in this Agreement.

This provision is, however, subject to those provisions in this Agreement that direct the parties to continue issue resolution on a mutual gains basis, including but not limited to sections 1.6 and 1.10.

#### 1.10 Continuing Meetings

In the interest of furthering the ongoing problem-solving concept being developed in the bargaining process, regular meetings between designated representatives of the FFA and of FSU will consider problems and concerns of mutual interest including amendments to this Agreement.

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.

### Section 2 - RIGHTS OF THE FFA

#### 2.1 Rights of Bargaining Unit 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 bargaining unit 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 bargaining unit 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 shall be permitted to transact official FFA business on institutional property, provided that this shall not interfere with or interrupt normal institutional operations.

## 2.3 Meeting Rooms

The FFA and its representatives shall have the right to use the institution's facilities for lawful meetings on the same basis as other organizations.

## 2.4 Posting of FFA Notices

The FFA shall have the right to 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 shall have access to faculty mailboxes 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 designated contract administrator prior to distribution.

## 2.5 No Strike

The FFA, its officers, agents, affiliates, members and employees agree that 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 forgoing 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 employee 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 bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit 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 bargaining unit 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 bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he/she 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, he/she shall be reported to FSU and a deduction of service fee shall be made from his/her salary.
2. If the bargaining unit member fails to comply, the FFA shall give a copy of the letter sent to the delinquent bargaining unit 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 bargaining unit member's salary. The FFA certifies that the amount of the service fee includes only those items authorized by law.

3. FSU, upon receipt of said 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 bargaining unit 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 bargaining unit 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 bargaining unit 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.
2. The FFA has the right to choose the legal counsel to defend any such suit or action, after consultation with FSU.
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.
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.
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 twenty (20) pay periods of the academic year.

H. FSU will have no obligation to deduct or remit the dues payable for the account of any bargaining unit 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 professional fees or service fees, the amount of said professional fees 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 agree to meet on written request of either party to negotiate to bring Section 2.6 into compliance with any such final decision. Such negotiations 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 provisions of this Section which require FSU to "deduct the service fee from the bargaining unit member's salary and remit the same to the FFA under the procedure provided below," if the bargaining unit member does not pay the fee directly or authorize payroll deduction for purposes of paying the fee are not enforceable until agency shop language is approved by the federal judge in the case of Lehnert v. FFA-MEA-NEA, FSU et. al. When such language is approved by the judge, it shall immediately be incorporated by reference into this Agreement. At that time, all of the procedures of this Section which are consistent with the judge's ruling will become fully enforceable.

2.7 Official Sessions: Local, State or National Education Association Business

Representatives of the FFA shall be 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 will be considered institutional travel as long as such sessions are not related to collective bargaining activities.

#### 2.8 Released Time for the FFA President

FSU and the FFA agree that in order to facilitate smooth day-to-day operation of the FFA and thereby improve relations with FSU, the FFA President shall be granted one-third (1/3) release time per academic year to be spread over three (3) terms, in a manner to be mutually agreeable to the FFA President and his/her department head/supervisor.

#### 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 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.

#### 2.11 Information

FSU commits to providing the following information and/or data:

A. True copies of minutes of official meetings of the Board of Control and the Annual Audited Financial Statement shall be provided to the President of the FFA and the University Library within ten (10) days of approval by the Board of Control.

B. True copies of the "IPEDS" reports shall be provided to the University Library within ten (10) days after they are submitted to the State Department of Education.



## SECTION 3 - TENURE-TRACK APPOINTMENTS, REAPPOINTMENT AND TENURE

### 3.1 Tenure

A. Tenure is the right, after a probationary period, to hold one's professional post continually until retrenchment, resignation, retirement or termination for just cause and due process.

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

### 3.2 Selection of Tenure Evaluation System

A. A non-tenured bargaining unit member whose official employment date as a bargaining unit member falls between July 1, 1986 and October 14, 1988 shall be granted a one (1) time, irrevocable option to elect to be treated and referred to, as to all matters of probationary and tenure status, as a "probationary" bargaining unit member subject, exclusively, to sections 3.2 and 3.3 of the 1984-87 Agreement, reproduced directly below as sections 3.3 and 3.4, respectively. FSU shall provide the notice of system election between September 4, 1990 and September 14, 1990. Within twenty (20) calendar days of official notification of this right of election, all eligible bargaining unit members must file, in writing, such election with the office of the Vice President for Academic Affairs.

B. A non-tenured bargaining unit member not electing "probationary" status with sections 3.2 and 3.3 of the 1984-87 Agreement exclusive coverage shall transfer exactly his/her accumulated bargaining unit service into the tenure-track system. Failure to timely elect such former contract provision coverage shall be deemed an election to tenure-track status with reappointment and tenure status to be exclusively defined by and subject to the parameters of sections 3.5, 3.6, 3.7, 3.8, 3.9, and 3.10 of this Agreement.

C. A non-tenured bargaining unit member whose official employment date as a bargaining unit member precedes July 1, 1986 is governed by the tenure procedure in effect at time of hire.

### 3.3 Rights of Probationary Faculty

(Section 3.2 of the 1984-87 Agreement)

A. A bargaining unit member may, upon initial employment, be required to serve a probationary period not to exceed five (5) years before becoming eligible for tenure.

B. Decisions regarding the employment status of a probationary employee during his/her first three (3) years rests solely with

FSU. Decisions will be based on performance evaluation as more fully described below.

All probationary faculty shall be evaluated by the department head/supervisor as soon as possible after the end of the first and second quarter of each probationary year. Whenever possible, probationers will be given specific notice of unsatisfactory performance, along with recommendations as to how to remediate the unsatisfactory performance so that there is an opportunity to remedy deficiencies. A probationary faculty member in his/her second (2nd) or third (3rd) year will be given at least one (1) quarter's notice of unsatisfactory performance. A full quarter's notice may not be possible if a first-year faculty member is terminated during or at the end of the first year.

The parties recognize that there are occasions where circumstances occur which preclude any advance notice, and for which immediate termination is the appropriate remedy.

FSU retains under this Section the right to use all methods of evaluation it deems appropriate, including but not limited to student evaluations and evaluation by other tenured department faculty. The specific method and procedures for evaluation of probationary faculty shall be promulgated by the dean after consultation with tenured faculty within the college.

In the event of non-reappointment, notice will be given by March 15 of any year to take effect at the close of the then current academic year. If, however, a non-tenured bargaining unit member is notified any time after March 15 of his/her third year that he/she will not be reappointed beyond the next year, he/she may appeal this decision to a review board. The decision of the review board must be made by March 15 of the next year. This review board shall be comprised of three (3) tenured bargaining unit members chosen by the department/unit members, and two (2) administrators, chosen by FSU. The decision of the review board will be final and not subject to grievance review. In the case of the library, the unit for purposes of this Section shall be the bargaining unit members in the library. In the case of the counselors and bargaining unit members assigned to the Admissions Office, the unit for purposes of this Section shall be the bargaining unit members in the Admissions Office; for other bargaining unit members assigned to a college, but not in a specific academic department of the college, the dean of the college, involved will appoint a committee of not less than three (3) tenured bargaining unit members in the college to serve as the review board.

Decisions will not infringe upon an individual's constitutional rights to free speech, press or assembly.

Decisions will not reflect the nature or extent of an individual's participation in the legal activities of the FFA, as long as they are not in conflict with professional responsibilities.

A probationary faculty member who feels his/her treatment as a probationary faculty was not in accordance with this Section may grieve the matter under Section 9 of this Agreement, but the matter may not be submitted to arbitration. Final appeal rights shall be to the President of FSU.

### 3.4 Attainment of Tenure

(Section 3.3 of the 1984-87 Agreement)

A. Each department/unit shall set procedures within the following guidelines. The tenured bargaining unit members of each department/unit shall be responsible for:

1. Determining the criteria for attainment of tenure.
2. Reviewing performance of non-tenured bargaining unit members in accordance with Paragraph (1) above.
3. Recommending granting of tenure.

During the fifth (5th) year of a bargaining unit member's employment, tenured members of the department/unit shall determine if the individual shall be recommended for tenure. A list of individuals recommended for tenure shall be sent to the President via the department head/supervisor, dean, and Vice President for Academic Affairs. Those individuals recommended for tenure shall be granted tenure by the President. Individuals not recommended for tenure shall be notified in writing with the reasons therefore. Individuals so situated may apply for tenure in subsequent years.

Non-recommendation for tenure shall not be used as a basis for terminating an individual's employment.

### 3.5 University Tenure Policy

A. The tenure policy described in this Agreement applies only to tenure-track bargaining unit 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 bargaining unit members by the FFA, FSU or any division(s) thereof. Only continuous appointment as a bargaining unit 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 quarter, correspondingly reduce the time counted toward qualification for tenure previously accumulated in the bargaining unit.

B. Appointment to tenure results from a deliberative process involving a department/unit tenure review committee, the appropriate department head/supervisor, dean and the Vice President for Academic Affairs. Denial of tenure may be appealed as outlined in Section 3.9.

### 3.6 Department Tenure Policy and Procedures

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

A. The tenured bargaining unit members of each department/unit shall be responsible for:

1. Devising the department/unit policy and procedures for attainment of tenure. The tenured bargaining unit 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/supervisor.

4. Amending tenure review policy and procedures.

B. Any proposed amendment(s) must be submitted to the Vice President for Academic Affairs by February 15. The Vice President for Academic Affairs shall either accept or reject the proposed amendments by April 15. Failure by the Vice President for Academic Affairs to act upon the submitted amendments within the timeline given shall constitute approval thereof.

C. The Vice President for Academic Affairs may impose amendments to the policies and procedures, at any time, only when such amendments are based upon the institutional necessity to conform with federal, state and/or local laws and/or regulations. Amendments imposed under this provision are subject to the grievance procedure of this Agreement as an FFA grievance and shall begin at 9.4. 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 bargaining unit member shall not extend his/her tenure-track period.

E. If a department/unit does not have a tenure review policy and procedures approved by the Vice President for Academic Affairs by November 1, 1990, then the model tenure review policy in Appendix A shall be imposed on that department/unit.

F. Until such time as approved and/or imposed tenure review policy and procedures are implemented pursuant to this Agreement, however, present policies and procedures will remain in effect.

3.7 Evaluation and Reappointment/Non-reappointment of Tenure-Track Faculty.

A. Prior to the attainment of tenure, all board-appointed bargaining unit members shall be on a tenure-track appointment. Tenure-track appointments are renewable probationary appointments of an academic year or twelve (12) months in length.

B. All new bargaining unit members must serve a tenure-track period prior to applying for tenure. The tenure-track period shall

commence with the first fall quarter of a bargaining unit member's tenure-track appointment. A tenure-track bargaining unit 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 tenure-track bargaining unit member with an initial academic rank of instructor or assistant professor may not apply for tenure prior to his/her fifth year. A tenure-track bargaining unit member with an initial academic rank of associate professor may not apply for tenure prior to his/her fourth year. A tenure-track bargaining unit member with an initial academic rank of professor may not apply for tenure prior to his/her third year.

C. During his/her first quarter of tenure-track appointment and prior to any evaluation, the non-tenured bargaining unit member shall receive, in writing, the effective department/unit tenure and evaluation policy and procedures. The chair of his/her department/unit tenure review committee shall provide this document. This department/unit policy and procedures shall provide a basis for the decision to renew tenure-track appointments and shall provide a basis for determining the attainment of tenure itself. Present policy and procedures will remain in effect until such time as a faculty evaluation system considered by the Academic Senate is approved by a vote of the faculty and the Vice President for Academic Affairs. In the event that an evaluation process developed by the Academic Senate is not in place by December 1, 1990, an interim evaluation document will be developed by a committee composed of equal numbers of bargaining unit members and administrators. The evaluation process developed in this Section would remain in effect only until an Academic Senate developed process is in place.

D. All tenure-track bargaining unit members shall be observed by the department/unit tenure review committee during the fall, winter and spring quarters of each yearly tenure-track appointment, with the exception of the year tenure is requested.

E. The tenure-track bargaining unit member shall be evaluated annually by the department/unit 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 tenure-track bargaining unit member's service. These evaluations shall include recommendation for reappointment or non-reappointment.

F. At each of these annual evaluations, the bargaining unit member shall be afforded an opportunity to submit to this committee any documentation to support his/her continued tenure-track appointment. The tenure review committee will advise the tenure-track bargaining unit member of its preliminary evaluations and recommendation for reappointment or nonreappointment by November 1.

The tenure-track bargaining unit 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 tenure-track bargaining unit member and the appropriate department head/supervisor by November 20.

G. The tenure-track bargaining unit member shall be evaluated annually by the appropriate department head/supervisor in a manner consistent with Section 3.7.C. The department head/supervisor will provide a written copy of the evaluation and recommendation to the bargaining unit member by December 10.

H. The decision to grant or deny the first tenure-track reappointment rests solely with the Vice President for Academic Affairs. All subsequent reappointment decisions require affirmative recommendations by both the appropriate tenure review committee and the Vice President for Academic Affairs. However, failure by the tenure review committee to file its recommendation with the department head/supervisor in a timely manner shall constitute complete concurrence with the decision of the Vice President for Academic Affairs with regard to reappointment or nonreappointment of the tenure-track bargaining unit member.

I. The timetable for formal notice of reappointment/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.
3. Timeliness for tenure consideration shall be governed by Section 3.10.

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

K. A bargaining unit member denied reappointment may grieve the decision if he/she alleges the decision against reappointment was based significantly on consideration of one or more of the following:

1. Discrimination on the basis of race, sex, religion, national origin, age, physical handicap, marital status, sexual preferences; or
2. Failure to follow contractual and/or departmental procedures in denial of reappointment.

### 3.8 Attainment of Tenure

A. At the end of a bargaining unit member's tenure-track evaluation period, the bargaining unit member must apply for consideration for tenure, and shall present evidence in support of his/her application in accordance with the provisions of his/her department/unit policy and procedures. The tenure review committee, after consideration of a request, 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; or
2. Grant one additional probationary year during which the candidate must fulfill specific conditions in order to be eligible for tenure. Upon completion of that conditional year, the process for application of tenure as outlined in this Agreement will 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.
3. Deny the granting of tenure and terminate employment at the end of the next regular academic year.

B. The tenure review committee will advise the tenure applicant of its evaluation and intended recommendation. The tenure applicant shall be afforded an opportunity to meet with the tenure review committee. Such request shall occur within ten (10) calendar days of receipt of intended recommendation. The tenure review committee shall schedule a meeting with the tenure applicant as soon as possible. If the tenure applicant requests a meeting, the final recommendation of the tenure review committee shall not be made until after said review.

C. The final report of the tenure review committee shall be submitted concurrently to the tenure applicant, and the appropriate department head/supervisor. The department head/supervisor shall attach his/her recommendation and forward both recommendations to the dean who shall review both recommendations and may append his/her recommendation thereto. Neither the department head/supervisor nor the dean may change the tenure review committee's recommendations. The dean shall forward the recommendations (the file) to the Vice President for Academic Affairs who shall review the same.

The Vice President for Academic Affairs shall notify, in writing, each tenure applicant of his/her recommendation and the tenure review committee's recommendation. If either the Vice



President for Academic Affairs or the tenure review committee recommends the granting of an additional probationary year, that year is granted. A bargaining unit member can be granted only one extension of the probationary period. When the tenure review committee recommends the granting of tenure and the Vice President for Academic Affairs concurs, tenure is awarded. In all other cases, tenure is denied.

D. A bargaining unit member denied tenure may appeal the decision to the President of FSU. The President, following an appropriate review of the tenure application process and any other information he/she feels important, must either confirm the denial of tenure, affirm a faculty recommendation to grant tenure or refer the matter to a tenure appeals board. A bargaining unit member denied tenure by the President of FSU may appeal that denial to a tenure appeals board.

### 3.9 The Tenure Appeals Process

A. Denial of tenure may be appealed by the affected bargaining unit member to a Tenure Appeals Board. The Tenure Appeals Board shall consist of the following members:

1. Two tenured bargaining unit members, not from the appellant's tenure review committee, shall be selected as follows:
  - a. One by the appellant.
  - b. One by the President of the FFA.
2. Two non-bargaining unit FSU academic administrators, who have not formally reviewed or affected the appellant's tenure status, shall be selected as follows:
  - a. One, by majority vote of the appellant's tenure review committee.
  - b. One, by the dean of the appellant's area/college/academic area.
3. A mutually satisfactory non-FSU affiliated and non-FFA affiliated individual selected from a five (5) person list mutually agreed to by FSU and the FFA on or before January 1, 1991, and incorporated by reference hereto. The Tenure Appeals Board shall select the fifth member of the Board, if not by unanimous consent, by each member alternately striking one name from the list. The one remaining person shall be designated to sit on the Tenure Appeals Board.

B. The Tenure Appeals Board shall review the entire record of the tenure review process. The Board may call witnesses of its choosing to validate, clarify or elaborate on the record before it. Both the procedural and substantive merits of the disposition before the Board will be reviewed. The Board may affirm the denial of tenure, or overturn the denial and grant tenure. The Tenure Appeals Board has an additional option for cases appearing before it that involve a bargaining unit member whose bargaining unit member status began between October 14, 1988 and April 15, 1990. The Tenure Appeals Board may extend to any bargaining unit member in this category appealing before it an option of commencing the time lines of Section 3.7.B on July 1, 1990 or September 4, 1990 for twelve (12) and ten (10) month bargaining unit members respectively. The Board's decision shall be made by majority vote of the full Board. The Board's decision shall be final, binding and not subject to arbitration.

C. The FFA and FSU shall share equally the costs and fees of the non-FSU, non-FFA affiliated Tenure Appeals Board member. Further, the FFA and FSU shall share equally the responsibility for any liability determined by a court of competent jurisdiction to fall upon either the FFA or FSU and/or both with respect to and concerning the denial of tenure under this Agreement.

### 3.10 Timetable for the Tenure Decision Year

October 15: Last date for a bargaining unit member seeking tenure to submit his/her credentials to department/unit tenure review committee.

On or Before November 15: The tenure review committee must notify each reviewed bargaining unit member of its evaluation and intended recommendation and notify him/her of the required procedure for an additional review of the intended recommendation.

On or Before January 15: Final recommendation by the committee together with supporting data shall be presented concurrently to the department head/supervisor and to the tenure applicant. Failure by the tenure review committee to timely file its recommendation with the department head/supervisor shall constitute complete concurrence with the decision of the Vice President for Academic Affairs with respect to the granting or denying of tenure.

On or Before March 5: The Vice President for Academic Affairs shall notify, in writing, all applicants for tenure as to his/her decision regarding the recommendations of the respective department/unit tenure review committees. Failure by the Vice President for Academic Affairs to act on the tenure review committee recommendation shall constitute concurrence with the tenure review committee recommendation.

On or Before March 15: The tenure-track bargaining unit member denied tenure may appeal to the President of FSU.

On or Before April 1: The President shall notify the appellant in writing of his/her decision.

On or Before April 10: The bargaining unit member whose appeal was not supported by the President, may appeal to the Tenure Appeals Board. Written notification of appeal must be sent to the Vice President for Academic Affairs and the President of the FFA.

On or Before April 25: The Tenure Appeals Board shall be filled according to the procedures outlined in this Agreement and shall convene for the first time.

On or Before May 15: The Tenure Appeals Board shall render its final decision regarding an appellant's entitlement to tenure at FSU. Failure by the Board to render such final decision by May 15th, when such failure is due to the scheduling complexities of the non-FFA, non-FSU Board member, shall not be construed to be a waiver of this process or a granting of tenure.

#### Section 4 - FACULTY RIGHTS

##### 4.1 Representation and Professional Conduct

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 are subject to disciplinary procedure. Such breaches include but are not limited to: abuses 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 bargaining unit member.

B. Disciplinary action shall be defined as any oral or written warning, oral or written reprimand, disciplinary probation, suspension, discharge or dismissal for misconduct or any combination of the above, of which a formal record is kept or of which the disciplined employee is thereafter formally prejudiced. In no case will a bargaining unit member be subjected to disciplinary action without just cause.

C. A bargaining unit member shall be notified of the right to have FFA representation at any meeting at or from which disciplinary action, as defined in this article, may result. In

no event shall any bargaining unit 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 bargaining unit member, the bargaining unit 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 supervisor shall be filed in the bargaining unit member's personnel file and a copy thereof given to the bargaining unit member.

F. In cases involving suspension, discharge or dismissal, the bargaining unit member is entitled to due process which the parties agree includes the following:

1. A written statement from the appropriate administrator notifying a bargaining unit member with sufficient particularity of the preliminary charges.
2. A conference before an impartial administrator, of which the bargaining unit member is duly notified, at which the bargaining unit member may 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 suspension without salary, or termination, until the above written decision is rendered.
6. Before suspending a bargaining unit member, the administration shall consult with the President of the FFA.
7. The parties agree that the above procedure will be administered in a timely fashion.
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 bargaining unit 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, bargaining unit 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 bargaining unit member was given a copy or was given the opportunity to initial the material. An employee's signature or initials on such material does not necessarily imply agreement with the contents. The bargaining unit 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 bargaining unit 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 bargaining unit member examines it. Upon request and at the bargaining unit member's own cost, the bargaining unit member will be provided a copy of such post-employment records as requested.

#### 4.3 Past Practices: Educational Policy

The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish rights, privileges, and responsibilities of faculty members to participate in the recommendation of educational policy within the University and its colleges, except as provided in this Agreement.

To insure adequate faculty participation, provision shall be made by the FFA for the establishment of appropriate faculty forums on significant issues as the need arises. All recommendations regarding faculty rights, privileges and responsibilities may be referred to such forums by the FFA.

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

Proposed changes in and additions to institutional policy affecting faculty shall be presented prior to implementation for review by the faculty, except where extraordinary circumstances prevent such prior review. If there are extraordinary circumstances which prevent prior review, the policy will be

effective tentatively for the next quarter during which time faculty review will take place.

#### 4.4 Fee Waiver

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 bargaining unit members will be treated the same as current bargaining unit members under this Section.

#### 4.5 Tuition Waiver

All current and former bargaining unit 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 quarter in which a bargaining unit member has academic responsibilities, that bargaining unit member may take a maximum of two (2) courses that do not, individually or in aggregate, exceed eight (8) credit hours.

B. Retired bargaining unit members may take FSU courses without limitation as to number and credit hours and have the regular fees for such courses waived.

C. Current bargaining unit 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 quarter in which that bargaining unit member 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 shall be defined, for purposes of this provision only, as students not enrolled in the subject course as a result of an employee tuition waiver.

#### 4.6 Tuition Assistance Program for Employee Spouses and Children

A. Each bargaining unit member shall have available a tuition assistance program providing a waiver of 30% of the cost of tuition fees at FSU each term, or the alternative of transferring the bargaining unit member's eight (8) credit hours, which shall be available to eligible spouses and children of bargaining unit members. A decision regarding the alternative selected shall be made each term. A bargaining unit member is eligible for one alternative per term only.

B. A bargaining unit member's spouse or child shall be eligible for a tuition waiver if he/she presents evidence to the FSU Registrar's Office confirming that:

1. He/she has satisfied all admission requirements and is eligible to enroll for course(s); and
2. He/she is the spouse of a bargaining unit member; or
3. He/she is a bargaining unit member's natural or adopted child who was 24 years of age or less on the first day of classes for that quarter; or
4. He/she is a stepchild who is 24 years of age or less on the first day of classes for that quarter and is claimed by the bargaining unit member as a dependent on his/her federal income tax return.

C. A bargaining unit 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 5 - ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

### 5.1 Administrative Rights and Responsibilities

It is the responsibility of FSU to fulfill the role and mission of the University stated in the Ferris State University Role 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 Definitions

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

B. For Board-appointed part-time bargaining unit 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 employee was scheduled to report for bargaining unit work.

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

1. If the employees' seniority date is prior to June 30, 1984, the tie shall be broken based on the dates of issuance of their initial contracts. The bargaining unit member with the earliest issued Board-approved contract shall have the most seniority.
2. If the employees' seniority date is after June 30, 1984, the tie shall be broken by using the last four (4) digits of the affected employees' Social Security numbers. The bargaining unit 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 probationary and tenure matters except as specified in Section 3.

### 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 bargaining unit 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 bargaining unit 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 bargaining unit member who leaves employment with the University and subsequently is rehired shall be considered a new employee without seniority.

E. After June 30, 1984, bargaining unit 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 bargaining unit member, in a seniority unit of the bargaining unit for instruction at least the equivalent of three (3) academic quarters, shall, upon re-entry into that same seniority unit(s) within one (1) year of when he/she left the seniority unit, resume accrual of seniority within that seniority unit(s) with recognition fully given to the previously accrued seniority within that same seniority unit. If a former bargaining unit member returns to the bargaining unit after being absent from it for more than one (1) year, he/she shall not retain any previously accrued seniority within the unit. This paragraph is inapplicable to an employee who leaves the employment of the University.
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 unit, to any employee while not in that seniority unit of the bargaining unit.

### 6.3 Seniority Units

A. Each member of the bargaining unit shall be assigned to a seniority unit 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 bargaining unit member transfers to another seniority unit, he/she shall retain but not accumulate seniority in the seniority unit from which transferred. A bargaining unit member who transfers or is transferred under any conditions of employment to another seniority unit 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 unit.

B. Seniority units shall not be created, merged or deleted without an advisory vote of the affected bargaining unit members at least sixty (60) class days before the action takes place.

#### 6.4 Loss of Seniority

Seniority shall be lost and, if applicable, a bargaining unit member's name removed from the preferred hiring list if a bargaining unit member:

- A. Resigns;
- B. Retires;
- C. Is discharged for just cause or otherwise lawfully terminated;
- D. Rejects in writing an offered position which is at least the same rank and salary as the position held by the bargaining unit member immediately prior to retrenchment (as defined in Section 8), or if the bargaining unit member does not respond in writing within thirty (30) calendar days after being offered, in writing, such position; or
- E. Leaves the bargaining unit for more than one continuous year while remaining in the employ of FSU.

#### 6.5 Seniority List(s)

- A. The commitment and transmittal of faculty seniority list(s) shall be governed by Section 1.3 of this Agreement.
- B. The FFA shall have sixty (60) regularly-scheduled 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 - TEACHING CONDITIONS

### 7.1 Professional Responsibilities

A. FSU and the FFA agree that the primary professional responsibilities of bargaining unit members are teaching and the provision of counseling, library, and other educational services.

B. Further, FSU and the FFA agree that 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. Faculty members shall not be asked to spend an excessive or unreasonable amount of time on such services.

C. It is also agreed that the nature of FSU as an educational institution is such that the performance of teaching faculty duties extend 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 bargaining unit 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, bargaining unit 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. Workload for Teaching Faculty

1. Each department/unit shall establish workloads for teaching faculty agreeable to both the faculty and administration of that department/unit. It is essential that both the faculty and the University approach this task seriously and with a spirit of collegiality. Workloads in effect at this time that meet the following criteria shall remain in effect during the term of this contract unless changes are agreed to by the affected seniority unit and FSU. In formulating workload policies the department/unit shall utilize the following criteria:

a. Teaching workloads shall generally approximate 12 credit hours or 18 contact hours or 360

student credit hours in each of the three (3) academic terms.

- b. Should the historical pattern in a department/unit be different from 12/18/360, that department/unit historical pattern should be considered in determining the workload.
- c. Consideration should also be given to occupational and professional standards for the discipline, course content, course difficulty, class size, workload in similar disciplines at other institutions of higher education, and other relevant factors.
- d. In making assignments to a particular faculty member, consideration shall be given to other assignments of the faculty member such as course development, program coordination, research and other relevant duties.
- e. Some fluctuation in these guidelines will occur from term to term. Generally, however, academic year teaching workloads will approximate the usual teaching load described in department policies with proper adjustments for other assigned duties as stated in Section 7.2 A.1.d. Overloads shall be paid for any incremental class exceeding the annual standard workload.

2. Courses taught by non-traditional methodology

- a. Credit-bearing courses taught by non-traditional methods (television, computer aided instruction, video tape lecture, or any other electronic or other media) will be offered consistent with department procedures.
- b. Courses offered by any of the above methods will be assigned an instructor(s). The department head/supervisor and instructor(s) shall mutually determine, in advance and in writing, the contact hours required by the assignment which shall be considered part of the instructor's(s') class load.
- c. Ownership of video tape lectures or computer-aided instruction prepared by a faculty member for classroom use shall be subject to the Board-approved Residual Rights Policy and federal copyright law.

B. Workload for Non-Teaching Faculty

1. Weekend and evening assignments for non-teaching bargaining unit members shall be distributed equitably within the seniority unit.
2. Non-teaching bargaining unit members have access to the workload review process when appropriate.

C. Request for Workload Review

Bargaining unit 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 unit;
2. If they think their workload does not comply with the policies for their department or seniority unit or this contract;
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;
4. If long term vacancies [over three (3) months] in their seniority unit have caused an increase in their workloads; or
5. If the department head/supervisor and bargaining unit member(s) are unable to agree on a workload policy by September 10, 1991.

D. Procedure for Workload Review

1. Each request for a workload review must contain three (3) basic elements:
  - a. a clear and concise statement of the alleged workload problem;
  - b. the time frame over which the alleged workload problem has taken place; and
  - c. a suggested remedy.
2. Should more than one (1) bargaining unit member from the same seniority unit file the same request, both requests may be combined for review. The request

must be filed within twenty (20) working days from the date the problem is perceived to exist. The request shall be submitted to the department head/supervisor, who will forward copies to the President of the FFA and the Vice President for Academic Affairs via the appropriate dean within ten (10) days of receipt of the request. The Vice President for Academic Affairs and the President of the FFA shall each appoint two (2) members to the Ad Hoc Workload Review Committee within fifteen (15) days of receipt of the request.

3. The Ad Hoc Workload Review Committee is charged with the responsibility of analyzing the relevant data and preparing a report to the Vice President for Academic Affairs containing:
  - a. a description of the issue;
  - b. an analysis of the relevant workload data covering the time period in question; and
  - c. recommendations to the Vice President for Academic Affairs for action.
4. The committee may choose to meet with the bargaining unit member, the relevant department head/supervisor, dean, program director, or other persons, and may request pertinent information from the University sufficient to perform the appropriate analysis. Should the committee be unable to agree on a single report, multiple reports may be submitted to the Vice President for Academic Affairs.
5. The committee has two (2) calendar months to perform its analysis and make its recommendations to the Vice President for Academic Affairs. The Vice President for Academic Affairs has one (1) calendar month to respond to the member requesting the review.
6. The decision of the Vice President for Academic Affairs is 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 7 - TEACHING CONDITIONS

### 7.1 Professional Responsibilities

A. FSU and the FFA agree that the primary professional responsibilities of bargaining unit members are teaching and the provision of counseling, library, and other educational services.

B. Further, FSU and the FFA agree that 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. Faculty members shall not be asked to spend an excessive or unreasonable amount of time on such services.

C. It is also agreed that the nature of FSU as an educational institution is such that the performance of teaching faculty duties extend 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 bargaining unit 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, bargaining unit 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. Workload for Teaching Faculty

1. Each department/unit shall establish workloads for teaching faculty agreeable to both the faculty and administration of that department/unit. It is essential that both the faculty and the University approach this task seriously and with a spirit of collegiality. Workloads in effect at this time that meet the following criteria shall remain in effect during the term of this contract unless changes are agreed to by the affected seniority unit and FSU. In formulating workload policies the department/unit shall utilize the following criteria:

a. Teaching workloads shall generally approximate 12 credit hours or 18 contact hours or 360

student credit hours in each of the three (3) academic terms.

- b. Should the historical pattern in a department/unit be different from 12/18/360, that department/unit historical pattern should be considered in determining the workload.
  - c. Consideration should also be given to occupational and professional standards for the discipline, course content, course difficulty, class size, workload in similar disciplines at other institutions of higher education, and other relevant factors.
  - d. In making assignments to a particular faculty member, consideration shall be given to other assignments of the faculty member such as course development, program coordination, research and other relevant duties.
  - e. Some fluctuation in these guidelines will occur from term to term. Generally, however, academic year teaching workloads will approximate the usual teaching load described in department policies with proper adjustments for other assigned duties as stated in Section 7.2 A.1.d. Overloads shall be paid for any incremental class exceeding the annual standard workload.
2. Courses taught by non-traditional methodology
- a. Credit-bearing courses taught by non-traditional methods (television, computer aided instruction, video tape lecture, or any other electronic or other media) will be offered consistent with department procedures.
  - b. Courses offered by any of the above methods will be assigned an instructor(s). The department head/supervisor and instructor(s) shall mutually determine, in advance and in writing, the contact hours required by the assignment which shall be considered part of the instructor's(s') class load.
  - c. Ownership of video tape lectures or computer-aided instruction prepared by a faculty member for classroom use shall be subject to the Board-approved Residual Rights Policy and federal copyright law.



B. Workload for Non-Teaching Faculty

1. Weekend and evening assignments for non-teaching bargaining unit members shall be distributed equitably within the seniority unit.
2. Non-teaching bargaining unit members have access to the workload review process when appropriate.

C. Request for Workload Review

Bargaining unit 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 unit;
2. If they think their workload does not comply with the policies for their department or seniority unit or this contract;
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;
4. If long term vacancies [over three (3) months] in their seniority unit have caused an increase in their workloads; or
5. If the department head/supervisor and bargaining unit member(s) are unable to agree on a workload policy by September 10, 1991.

D. Procedure for Workload Review

1. Each request for a workload review must contain three (3) basic elements:
  - a. a clear and concise statement of the alleged workload problem;
  - b. the time frame over which the alleged workload problem has taken place; and
  - c. a suggested remedy.
2. Should more than one (1) bargaining unit member from the same seniority unit file the same request, both requests may be combined for review. The request

must be filed within twenty (20) working days from the date the problem is perceived to exist. The request shall be submitted to the department head/supervisor, who will forward copies to the President of the FFA and the Vice President for Academic Affairs via the appropriate dean within ten (10) days of receipt of the request. The Vice President for Academic Affairs and the President of the FFA shall each appoint two (2) members to the Ad Hoc Workload Review Committee within fifteen (15) days of receipt of the request.

3. The Ad Hoc Workload Review Committee is charged with the responsibility of analyzing the relevant data and preparing a report to the Vice President for Academic Affairs containing:
  - a. a description of the issue;
  - b. an analysis of the relevant workload data covering the time period in question; and
  - c. recommendations to the Vice President for Academic Affairs for action.
4. The committee may choose to meet with the bargaining unit member, the relevant department head/supervisor, dean, program director, or other persons, and may request pertinent information from the University sufficient to perform the appropriate analysis. Should the committee be unable to agree on a single report, multiple reports may be submitted to the Vice President for Academic Affairs.
5. The committee has two (2) calendar months to perform its analysis and make its recommendations to the Vice President for Academic Affairs. The Vice President for Academic Affairs has one (1) calendar month to respond to the member requesting the review.
6. The decision of the Vice President for Academic Affairs is 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 nondiscriminatory 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 bargaining unit 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, both parties agree that 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 bargaining unit member co-chairperson, one additional administrator and three additional bargaining unit members from the same college/employment area. The bargaining unit 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 Business Affairs and Academic Affairs, and the department head/supervisor 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 bargaining unit 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 bargaining unit 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. Bargaining unit 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 bargaining unit 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, bargaining unit members are responsible for decisions regarding the classroom instruction of students, in accordance with department procedures.

#### 7.5 Department/Unit Procedures

A. In an effort to foster greater understanding and cooperation between bargaining unit members and administrators and to promote the spirit of collegial governance, FSU and the FFA agree

to involve bargaining unit members in the decision-making process regarding matters of department/unit concern by soliciting the views, opinions, and recommendations of a majority of the available members of the affected seniority units in concerns such as:

1. Course and curricular offerings;
2. Preparation, appraisal and revision of course, curricular, and departmental objectives;
3. The scheduling of courses and teaching assignments, including off-campus and summer sessions;
4. The utilization of budget funds;
5. Internal functioning and overall effectiveness of the department;
6. Employee working conditions and work loads;
7. Input regarding layout arrangement or location of dangerous equipment in affected work areas and opportunity for review and evaluations of written safety notices which are required to be posted; and
8. Input into the selection and review of candidates for the position(s) of department head/program director, including:
  - a. Preparing and submitting recommendations to the dean on the expertise and/or credentials necessary to fill the position(s).
  - b. Reviewing and making recommendations regarding the credentials of candidates.
  - c. Interviewing candidates in sessions open to all interested bargaining unit members.

B. In the event a rotation list needs to be established, the initial rotation shall be based on the seniority of the affected bargaining unit members. A new bargaining unit member is added to the bottom of the rotation list as it exists on the first day he/she reports for work as a bargaining unit member.

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C. If a majority of the bargaining unit members in a department (or college if a dean is involved) believe that a department head is not abiding by the spirit of collegial governance as set forth in this section and have discussed their concerns with the department head, the group affected may request the next FSU line administrator, up to the Vice President for Academic Affairs, to meet with the affected faculty, hear their concerns,

and evaluate the department head's ability and/or willingness to abide by the spirit of this section. The Vice President for Academic Affairs will respond to the request, in writing, and forward the response to the affected department/college/academic area. This process may be repeated up through the President's level who shall also respond, in writing, to the affected department/college/ academic area.

D. Both parties recognize that in day-to-day administration of all the above matters, situations may arise wherein decisions must be based on the available information. Nevertheless, every effort will be made to observe the above principles with the understanding that very seldom is a permanent irrevocable decision made that is not capable of refinement or modification.

E. While FSU strongly subscribes to the spirit of collegial governance, any administrator's failure to comply with the requirements of the above sections shall not be reason to overturn any final decision, and the authority of any arbitrator shall be limited accordingly.

F. Any referendum or vote by bargaining unit members on department/unit matters shall be limited to the bargaining unit members of that department/unit.

#### 7.6 Candidate Evaluation and Selection

A. The parties recognize their mutual interest in recruiting and hiring into the bargaining unit only the best and brightest applicants available in order to insure quality education. In order that FSU can act promptly to recruit such individuals, bargaining unit members shall form a search committee in accordance with department/unit procedures which have been jointly adopted by administration and faculty. The committee, in cooperation with the department head shall:

1. Identify the position expertise required.
2. Review credentials of candidates and recommend from among those qualified ones who should be invited for interviews. FSU may, each contract year, add additional candidates to be interviewed, but not to exceed twelve (12) candidates University-wide. These additional candidates will be from among those applicants already a part of the applicant pool and who meet the posted qualifications.
3. Interview candidates and conduct open sessions for all interested bargaining unit members.
4. Evaluate interviewed candidates.

5. Submit a prioritized list of all qualified interviewed candidates to the department head. FSU may, each contract year, add additional candidates to such list from among those interviewed, not to exceed three (3) University-wide.

B. The department head will submit the recommended list of qualified candidates to the dean. The dean shall either select from the list or initiate a new search in accordance with the foregoing provisions.

C. The review of candidates shall be conducted in accordance with procedures and policies jointly adopted by administration and faculties of the respective colleges of the University and which are consistent with the University's legal obligations (e.g. affirmative action). The final decision regarding employment of candidates shall be reserved to FSU.

#### 7.7 Summer Term Employment

FSU and the FFA share a common mission to provide a strong and dynamic summer instructional program. Because the summer enrollment is substantially smaller than that of the other academic terms, this mission of providing the broadest possible range of course offerings requires special consideration and cooperation on the part of both FSU and the FFA.

##### 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 in the following:

1. Specific departmental offerings/schedules will be determined in cooperation between the faculty of the various academic departments and the department heads, program directors, or deans where appropriate.
2. The number of summer courses/sections offered for any summer term shall be at least equal to (the same as) the number of courses/sections taught during the previous summer term. For purposes of the first summer term under this Agreement (the summer of 1991), the number offered will be at least equal to all courses/sections taught during the previous summer term (1990) under the old contract, this to include both "core" and "noncore" courses under the old nomenclature.

3. By January 15th, each department head, program director, or dean where appropriate, working in cooperation with his/her faculty members, shall have composed a list of the summer school courses/sections for the following summer school term. 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 term or the following academic term, 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.
4. All summer course offerings for which enrollments reach fifty percent (50%) of the normal academic year capacity (cap) or fifteen (15) students, whichever is less, by the end of summer early registration shall not be canceled by FSU. (For courses/sections with labs, historical summer lab caps will be used as the course/section cap.) 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 bargaining unit member within the academic department/unit 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 a bargaining unit member willing to teach such a course/section.

B. Compensation

1. 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 thirty percent (30%) of the bargaining unit member's regular academic year salary.
2. Salary for less than a full load, either in number of courses/sections or in courses/sections which do not meet minimum enrollment requirements for full pay, will be compensated on a pro rata basis.
  - a. Salary for courses/sections with a normal cap of fewer than twenty-four (24) will be pro rated on the number of the normal cap until



registration reaches fifty percent (50%) of that normal cap.

- b. Salary for courses/sections with a normal cap of twenty-four (24) or more will be pro rated on the number twenty-four (24) until registration reaches fifty percent (50%) of the normal cap or fifteen (15) students, whichever is less.
- c. Minimum compensation for pro rata courses/sections will be determined by the number of students registered at the end of summer early registration. However, final determination of compensation (which may raise a pro rata course to a full-pay course) shall be based on the number of students appearing on the "Academic Warning List" for the course/section.
- d. FSU hereby agrees not to increase historical course/section caps for the purpose of increasing the number of summer courses/sections that may be compensated on a pro rata basis.
- e. 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.

### C. Special/Experimental Courses for Summer School

FSU and the FFA hereby jointly resolve to encourage faculty to develop special/experimental courses or sections of courses to be offered and taught during the summer term. These courses, normally appearing under special/experimental designations (e. g., 289/489), will be approved by the appropriate department curriculum committee and the department head before being printed in the Summer Bulletin.

- 1. Salary for special/experimental courses 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.
- 2. Special/experimental courses taught for less than full pay do not affect an instructor's position on his/her department summer teaching rotation list.

#### D. Summer Rotation List

During winter quarter of each academic year, teaching faculty shall make a formal indication of availability and interest in teaching summer school.

1. Faculty who respond in the negative will not be considered for summer employment but will maintain their relative position on the rotation list.
2. Faculty who respond in the affirmative have until twenty (20) school days before commencement to decline employment without prejudice to their position on the rotation list. Request to decline employment, after twenty (20) school days before commencement, without prejudice to position in rotation, which are made for professional reasons or reasons of health, will be considered on their merit.
3. No bargaining unit member shall be required to accept less than a full load. Bargaining unit members declining less than a full load shall remain in place on the rotation list.
4. Each bargaining unit member shall have the opportunity to accumulate a full load before starting over on the rotation list.
5. Full-pay courses/sections will be assigned to faculty 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 bargaining unit members with the concurrence of the department head or dean. Denial of a proposed trade must be based on lack of course specific qualifications.
6. Teaching loads for summer term will be calculated consistent with the normal academic quarter loads. In addition, summer term projects for which a bargaining unit member's rate of pay is determined as a fraction of load shall be equated as part of a full load compensation for summer.
7. Any of the following for which a bargaining unit 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 bargaining unit member's seniority unit, and special projects.

8. Pro rata summer courses/sections will not affect a bargaining unit member's position on his/her summer rotation list.
9. Any "extra class" assignments (overloads) will be assigned last and the pay rate for those assignments will be at the normal overload rate.

E. Summer Employment Time Lines

1. December 1. Department head to distribute summer term questionnaire to faculty on interest in teaching summer term.
2. December 15. Faculty return questionnaire to department head. Failure to return questionnaire will be a "not interested" response.
3. Close of summer early registration. Review of summer offerings by the Vice President for Academic Affairs. Decisions on summer offerings will be made consistent with preceding language in this section.

F. Summer Term Review Committee

1. The committee shall consist of two (2) administrators selected by FSU, and two (2) faculty selected by the FFA.
2. The committee will meet early in November to review the previous summer term teaching experience and, based on this evaluation, submit recommendations to the FFA and to the University administration.

G. Director of Summer School

FSU shall endeavor to establish a position of director of summer school. It would be the responsibility of this person to publicize, promote and expand FSU summer school enrollment.

7.8 Evaluation of Tenured Faculty and Academic Administrators

FSU and FFA hereby agree to encourage tenured bargaining unit members and academic administrators up to and including the rank of dean to regularly seek formal evaluations of their professional performance, these evaluations to include administrative evaluation of tenured bargaining unit members, and faculty evaluations of academic administrators.

## 7.9 Transfers

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

1. With timely notice by the Vice President for Academic Affairs to the appropriate department/seniority unit, an academic administrator who was previously in the bargaining unit may return to the bargaining unit with his/her previous rank (including tenure, if previously earned) and seniority as of the date he/she left the bargaining unit. Such a return to the bargaining unit by an academic administrator may be accomplished when a vacancy exists in the affected department/seniority unit and the administrator seeking to return is qualified to fill the vacancy. If such a person had not previously earned tenure (as a bargaining unit member), he/she is subject to the tenure review process presented in Section 3.
2. The Vice President for Academic Affairs may assign to a faculty position an academic administrator who was not previously in the bargaining unit. The decision of the Vice President for Academic Affairs may be appealed to the President by a majority vote of the tenured bargaining unit members of that seniority unit.

The Vice President for Academic Affairs may, after receiving the recommendation from the appropriate faculty, assign appropriate rank to an academic administrator.

An academic 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 presented in Section 3. However, the non-reappointment provisions of Section 3 shall become effective after the third year of the faculty appointment.
3. The salary for any academic administrator assigned to the faculty will be determined by the Vice President for Academic Affairs, taking into consideration the existing salaries for the faculty members in the seniority unit, the CUPA salary survey for state colleges and universities, individual credentials, rank and degree.

B. A bargaining unit member may seek to transfer from one seniority unit to another without losing benefits under the collective bargaining agreement. Determination of seniority is as described in Section 6 of this Agreement. A bargaining unit member may seek such a transfer to fill a vacant position, provided he/she meets all the necessary qualifications for the position to which he/she is seeking to transfer. The credentials of a bargaining unit member seeking such a transfer shall be reviewed consistent with provisions of Section 7.6 of this Agreement, except that such review shall be limited to the single candidate. Tenure granted a bargaining unit member shall be retained regardless of position within or without the faculty bargaining unit. Tenure status of tenure-track bargaining unit members shall be affected upon transfers consistent 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 unit provided, however, that transfers under Section 7.9 shall not be deemed retrenchment as defined in this section.

### 8.2 Retrenchment Other Than Layoff

Retrenchment may first be accomplished through natural attrition, resignation, retirement, or early retirement in accordance with the terms of this Agreement. FSU shall notify the FFA that retrenchment through attrition is taking place.

### 8.3 Retrenchment by Layoff

A. In the event additional retrenchment is planned, which cannot be handled totally by attrition, the FFA and the Vice President for Academic Affairs will refer the matter for review, discussion, and recommendations to the following: affected departments and the President of the Academic Senate. Each of the above bodies shall return recommendations within sixty (60) days of notification to the Vice President for Academic Affairs regarding the need, scope and timing for such retrenchment.

The Vice President for Academic Affairs will meet and discuss the contemplated retrenchment with the FFA. Such discussions will focus on ways, if any, to avoid the contemplated retrenchment and may include such topics as retraining, transfers, sabbaticals, a buy-out option and/or retirements for affected bargaining unit members, as well as delays in the implementation of retrenchment.

The final decision regarding retrenchment strategy, decision and implementation rests with the Vice President for Academic

Affairs, and that decision will be reported to the participating groups.

B. In connection with retrenchment other than by attrition, the following order among bargaining unit members, by seniority unit (as defined in Section 6.3) shall be utilized:

1. Temporary part-time
2. Temporary full-time
3. Part-time tenure-track bargaining unit members
4. Full-time tenure-track bargaining unit members
5. Non-tenured "probationary" bargaining unit members designated as such pursuant to Section 3 of this Agreement
6. Part-time tenured bargaining unit members
7. Full-time tenured bargaining unit members

C. With respect to the application of item B above, retrenchment shall be made in inverse order of length of seniority unit seniority.

#### 8.4 Notification

Bargaining unit members who are to be laid off because of retrenchment shall be afforded advance written notice of such layoff as follows:

A. A tenure-track bargaining unit member or "probationary" bargaining unit member shall be notified February 1 of his/her last year of employment.

B. A tenured bargaining unit member shall be notified by May 1 of the year preceding the last year of employment.

#### 8.5 Retrenchment Benefits

A. Any tenured bargaining unit member on retrenchment by layoff shall have his insurance benefits under Section 13 continue to the end of the month in which the layoff actually occurs (May, if at the end of the normal school year) and for the following twelve (12) months. This twelve (12) month payment shall apply even if the retrenched employee continues to work for FSU in a faculty position on a partial basis. Thereafter, for a retrenched employee who works for FSU in a faculty position on a partial basis, FSU shall contribute an amount toward each fringe benefit proportionate to his/her assigned workload each quarter.

B. A bargaining unit member who during the term of this Agreement separates from FSU's employment due to retrenchment shall be paid fifty percent (50%) of his/her accumulated sick leave up to a maximum of one hundred (100) days. Such compensation will be made at his/her rate of pay at the time of retrenchment. Such

payout will occur on or after the beginning of the quarter when the retrenched faculty person is no longer engaged in active employment for FSU. If the bargaining unit member is recalled he/she shall have the option of either repaying his/her sick leave payout and having his/her accumulated sick leave reinstated or of commencing with no accumulated sick leave.

#### 8.6 Recall

A. A tenured bargaining unit member who is retrenched shall be placed on a preferred rehiring list for three (3) years and shall retain all prior accrued rights up to the date of placement on that list. A tenure-track or a "probationary" bargaining unit member shall be placed on the preferred rehiring list for two (2) years. No retrenched person from another seniority unit; no new person, whether full-time, part-time, temporary or grant supported, will be hired to fill a vacancy at FSU in the seniority unit of a retrenched person on the preferred rehiring list, unless the vacancy first is offered in writing to all retrenched persons from such seniority unit on the list for recall in reverse order of placement thereon, for a period of thirty (30) calendar days.

B. In the event any bargaining unit member is recalled in accordance with the provisions of Section 8.6 A. above, he/she shall receive at least the same rank and salary which he/she had when he/she was retrenched. In addition, he/she shall retain all sick leave accumulations, subject to Section 8.5 B., credits for tenure, and sabbatical leave; furthermore, he/she shall not be considered a new employee for purposes of fringe benefits provided for in this Agreement. The seniority of the recalled bargaining unit member will be determined according to Section 6 of this Agreement.

#### 8.7 Retrenchment Alternatives

A. FSU shall make reasonable efforts, as described in this section, to afford affected bargaining unit members other alternatives to retrenchment. Potential alternatives for retrenched bargaining unit members shall be discussed at a conference between the affected bargaining unit member(s) and the Vice President for Academic Affairs within thirty (30) days of FSU's final decision to retrench. The following possibilities shall be discussed:

1. Vacant bargaining unit work assignments consistent with the employee's experience, credentials and qualifications
2. A retraining sabbatical as described in Section 8.8
3. The buy-out option as described in Section 8.9

B. FSU will also send a copy of all notices of vacancies that arise in bargaining unit positions to the FFA President. In addition, FSU will, for informational purposes, mail notices of vacancies that arise in bargaining unit positions to members of the bargaining unit who have been provided advance written notice of retrenchment and retrenched bargaining unit members on the preferred rehiring list. Failure of FSU to comply with this requirement to mail notices of vacancies to such individuals shall be subject to the grievance procedure; however, the exclusive remedy shall be a twenty-five (\$25) dollar contribution to the student emergency loan fund.

C. A bargaining unit member who is retrenched may apply to fill any vacancies that arise in bargaining unit positions for which he/she is qualified. Retrenched bargaining unit members on the preferred rehiring list and members of the bargaining unit who have been provided advance written notice of retrenchment, should they choose to apply for the vacancy, will be evaluated pursuant to Section 7.6 of this Agreement, except that such review shall be limited to the single candidate, prior to FSU advertising the position outside the University. In the event a retrenched person is selected to fill such a vacancy, he/she shall be issued a one-year temporary contract which may be reissued by FSU for up to an additional one (1) year period. During the period the retrenched person is employed on a temporary contract, he/she will accumulate seniority pursuant to Section 6 of this Agreement. On or before one (1) month prior to the expiration of a retrenched person's employment on temporary contract, FSU shall notify him/her of its decision to:

1. Disqualify the person from consideration for a board-appointed position to fill the vacancy. In such case, the bargaining unit member shall revert to his/her previous retrenchment status.
2. Offer the person a board-appointed position to fill the vacancy. The bargaining unit member shall earn seniority credit at a rate of one (1) year for each year of service. If the person refuses the position he/she shall lose his/her position on the rehiring list and shall in all respects be treated as if voluntarily terminated.

D. The final decision regarding employment of such retrenched bargaining unit members in board-appointed positions shall be made in accordance with the provisions of Section 7.6 of this Agreement, except that such review shall be limited to the single candidate.



## 8.8 Retraining Sabbatical

A. A tenured bargaining unit member notified of retrenchment or retrenched shall be eligible for a retraining sabbatical. The affected bargaining unit member shall prepare a proposal that describes the education/work-related program intended. The proposal shall be submitted to the Vice President for Academic Affairs for review. If the Vice President believes the proposal has merit in retraining the affected employee for a bargaining unit vacancy, it shall be granted.

B. Retraining sabbaticals shall be governed by the regular sabbatical guidelines as far as duration and level of pay. However, retraining sabbaticals shall only be granted when connected with retrenchment and shall not be considered under Section 10.5 of this Agreement.

## 8.9 Buy-Out Option

A. The buy-out option must be offered to each bargaining unit member in the retrenched seniority unit. The Vice President for Academic Affairs has the option to refuse any bargaining unit member the right to participate in the buy-out option. Selection of the buy-out option by a bargaining unit member constitutes termination of employment at FSU with the following provisions:

1. Any bargaining unit member terminated pursuant to this section waives all claims and rights to unemployment compensation from the State of Michigan, due and with respect to the bargaining unit member's period of employment with FSU.
2. The bargaining unit member will be paid one (1) year's salary at his/her rate of pay at the time of buy out. The bargaining unit member may choose to receive the pay in either a lump sum or a 20-pay process.
3. The bargaining unit member will be covered for one (1) calendar year under the current life insurance, health insurance and dental insurance bargaining unit group policies with premiums fully paid by FSU.
4. Accumulated sick leave will be paid to the bargaining unit member as if he/she had retired according to Section 16 of this Agreement.
5. The bargaining unit member will forfeit all rights to recall or other options pursuant to this Agreement, upon acceptance of the buy-out offer by the Vice President for Academic Affairs.

B. The provisions of the buy-out option will commence on June 1 or July 1 for 10 or 12 month bargaining unit members, respectively, following the end of the last year the bargaining unit member is contracted to work at FSU.

C. At the tenured bargaining unit member's discretion, once having accepted the Vice President for Academic Affairs's final decision granting him/her a buyout according to items 1-5 above, he/she may elect to forfeit his/her last guaranteed year of employment as described in Section 8.4 above.

## 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 bargaining unit 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 3 of the grievance procedure.

D. A grievance affecting a substantial number of bargaining unit 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 Definition - Day

Only for the purpose of the grievance procedure, a day shall be defined as a day on which University classes are scheduled and held during the fall, winter, spring or summer term and shall not include the day on which the grievance is presented or appealed or is returned by FSU.

### 9.3 Flow

A. The purpose of this Section is to provide a prompt and efficient procedure for investigation and resolution of grievances. The review processes hereinafter set forth, therefore, shall be the sole methods for the resolution of grievances. All time limits will be adhered to, except where changed by mutual agreement. It is the intention of the parties to expedite the handling of grievances that otherwise extend beyond the quarter 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 quarter.

B. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given it. 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. However, failure of FSU to comply with the timelines at Step 4 shall result in FSU paying one hundred percent (100%) of the arbitrator's fee, should FFA prevail in the arbitration. If FSU prevails in the arbitration, the arbitration expenses will be apportioned according to Section 9.4.E.3.b. In the event of a split decision, and where FSU violated the Step 4 timeline, the arbitrator will assess FSU an amount between fifty percent (50%) and one hundred percent (100%) of the arbitrator's fees.

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.

#### 9.4 The Grievance Procedure

##### A. Step 1 - Discussion

1. Within twenty (20) working days of the time a grievance might reasonably be known to exist, the aggrieved member of the bargaining unit shall discuss the grievance with the department head/supervisor, 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, it shall be discussed with the FFA and, should the FFA endorse the grievance, it shall be reduced to writing and signed by the grievant(s), endorsed by the FFA, and presented to his/her department head/supervisor, on a standard FSU/FFA grievance form, 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 department head/supervisor 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 shall not constitute a binding precedent in the disposition of similar grievances.

C. Step 3 - Dean's Level

1. In the event the grievance is not resolved satisfactorily to the grievant(s) or the FFA at Step 2, and the FFA and grievant(s) wish to advance same, it shall be presented to the dean of the college/academic area, within ten (10) working days after the decision of the department head/supervisor. The written grievance must be signed by the aggrieved bargaining unit member, endorsed by 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 dean 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 - Vice President for Academic Affairs Level

1. In the event the grievance is not resolved at Step 3, the FFA and grievant(s) may advance the grievance to Step 4. Within ten (10) working days after the decision in Step 3, the grievance may be submitted to the Vice President for Academic Affairs. This written submission must be signed by the grievant(s), endorsed by 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 Vice President for Academic Affairs. The Vice President for Academic Affairs 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 Vice President for Academic Affairs within twenty (20) working days after FSU's 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 days after notice of intent to arbitrate is given, with either the Federal Mediation Conciliation Service (FMCS), or American Arbitration Association (AAA). The parties will alternately use FMCS or AAA for actual hearings, starting first with AAA.
2. The parties agree that 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 authority, shall be 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. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case.
  - d. 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 mutually agree to combine grievances on different subjects for the same arbitrator.

- e. The withdrawal or settlement of grievances by the FFA and the settlement of grievances by FSU shall be without prejudice to either party.
- f. 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 Sick Leave

#### A. General Conditions

1. One-half day [four (4) hours] per biweekly pay period accrues to each member of the bargaining unit as sick leave. The maximum sick leave that can be accrued is three hundred (300) working days. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to the illness, including disability due to pregnancy and/or childbirth, medical examination or treatment, dental examination or treatment, or ocular examination or treatment of the bargaining unit member, his/her spouse or minor child. FSU reserves the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program. Conduct inconsistent with the use of sick leave shall, 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 disciplinary action.
2. A bargaining unit member granted sick leave of absence upon a verbal request, or one made on his/her behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing, together with such evidence of need for leaves as FSU may request.
3. FSU may require a doctor's certificate or other satisfactory evidence that a bargaining unit member has fully recovered and is able to perform all the elements of his/her job prior to returning such employee to work, or to determine if such employee continues to be ill or disabled for the purpose of continuing a sick leave of absence.

B. Sick Leave - Short Term

Sick leave of up to and including ten (10) consecutive regularly scheduled working days shall be considered short term sick leave entitling the bargaining unit member, upon return to work, to immediate employment on his/her regular job providing the above requirements are met.

C. Sick Leave - Intermediate

Sick leave greater than ten (10) consecutive regularly scheduled days and less than or equal to sixty (60) consecutive regularly scheduled days shall be considered intermediate sick leave entitling the bargaining unit member, upon return to work to employment on his/her regular job or one comparable to it for the remainder of the academic term in progress, and thereafter, to employment on his/her regular job. Reemployment, as provided by this subsection, is expressly contingent upon the satisfaction of the requirements set out under Section 10.1 above. Bargaining unit members shall provide reasonable notice to FSU when ready and able to return to work.

D. Sick Leave - Long Term

Sick leave greater than sixty (60) consecutive regularly scheduled days shall be considered long term sick leave entitling a bargaining unit member, upon return to work, to employment on his/her regular job or one comparable to it provided the requirements set out above, under Section 10.1, are met. Bargaining unit members shall provide reasonable notice to FSU when ready and able to return to work.

E. Sick Leave - Separation

1. A bargaining unit 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 bargaining unit member's accumulated sick leave up to two hundred (200) days, computed at the bargaining unit 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 bargaining unit 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 bargaining unit member's accumulated sick leave up to two hundred (200) days, computed at the bargaining unit 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.

#### F. Advanced Sick Leave

It is the intent of FSU, in instances of critical illness or serious injury, to advance sick leave, for a regular bargaining unit member up to a maximum of ten (10) or thirteen (13) days depending upon the annual term of employment. An additional ten (10) or thirteen (13) days, as is appropriate, may be advanced if, in the judgment of FSU, the bargaining unit member will return to the employ of FSU on recovery and the specific situation warrants special consideration. Further, FSU may continue salary payments, under conditions of a "catastrophe policy," for a very severe injury, up to eight (8) weeks. Such funds shall be reimbursed to FSU in the event there is an insurance settlement involved.

#### G. Sick Leave Bank

Upon ratification of this Agreement, a committee of three (3) representatives appointed by the FFA and three (3) representatives appointed by the University shall investigate and establish guidelines for a sick leave bank or recommend that a sick leave bank not be established. The committee shall make a recommendation which must be ratified by both parties. The committee's recommendation shall include an effective date for the sick leave bank.

#### H. Spouse/Child Illness

A bargaining unit member's sick leave of up to three (3) full days [or up to five (5) full days upon written notification] may be used for the serious illness of his/her spouse or child(ren). Extension may be made in proper cases. Where the department head/supervisor approves, taking into consideration the ability to cover a faculty member's class(es), the quality of alternate instruction and other relevant factors, up to three (3) full days of sick leave may be used in cases of serious illness of a parent.



## 10.2 Maternity/Paternity Leave

A. In addition to any leave allowable under Section 10.1 above, a female bargaining unit member, upon written notification, may take up to five (5) full days, chargeable to sick leave, upon and as a result of the birth of her child.

B. A male bargaining unit member, upon written notification, may take up to five (5) full days, chargeable to sick leave, upon and as a result of the birth of his and/or his spouse's child.

## 10.3 Adoption Leave

Leave of up to three (3) full days [or up to five (5) days upon written notification] may be used by a bargaining unit member upon and as a result of the adoption of a child. Leave, under this section, shall be chargeable to the bargaining unit member's accrued sick leave. Extensions may be granted by FSU in proper cases.

## 10.4 Bereavement Leave

A. A bargaining unit member who is absent from work as a result 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) regularly scheduled days, one (1) of which must include the day of and attendance at the funeral or bereavement ceremony. Immediate family is herein defined as follows:

1. Spouse
2. Natural or adopted child
3. Natural or adopting parent
4. Adopting step-parent
5. Brother by half or whole blood
6. Sister by half or whole blood
7. Grandparent
8. Grandchild
9. Any near relative who resides in the same household with the bargaining unit member or any person with whom the bargaining unit member has made his/her home
10. Mother-in-law, father-in-law

B. A bargaining unit member, only upon proper advance authorization from FSU, may be granted paid bereavement leave for deceased persons not listed in 10.4 A above. Such leave 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. Any and all leave granted by FSU hereunder shall be chargeable to the bargaining unit member's accumulated sick leave. Leave authorization shall be at the discretion of FSU but shall not be unreasonably withheld.

C. Time off will be granted only when it is consistent with this purpose; but the leave may be extended when circumstances require it.

#### 10.5 Sabbatical Leave

A. Sabbatical leave is designed to encourage bargaining unit members to pursue special studies, investigations, and research that will contribute to their professional development and competence and render the recipients more useful to FSU in their professional endeavors. Sabbatical leave is an investment in the future of higher education and is granted with equal consideration given to the needs and aims of FSU and the professional development of the individual.

B. A bargaining unit member shall become eligible to apply for sabbatical leave after the completion of fifteen (15) quarters, excluding summer, of continuous full-time service. The sabbatical leave may take place any time following the completion of the eighteenth (18th) quarter, excluding summer, of continuous full-time service. A recipient of a sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling all requirements set out in the provision of this Agreement, with time of service being calculated from the date of return to duties at FSU. The duration of a prior sabbatical leave granted to an individual shall not be used to determine eligibility for application of a subsequent leave.

C. The period of sabbatical leave shall be determined in each instance by the validity of the request of the applicant and the needs and resources of FSU. Sabbatical leaves may be granted for periods of one, two, three or four quarters but shall in no case 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 or more non-consecutive quarters may be granted insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed.

D. Each college/group shall elect a Sabbatical Review Committee, which shall consist of at least three (3) bargaining unit members or one (1) bargaining unit member from each department/unit elected by the members of that department/unit, whichever is greater. The admissions counselors, educational counselors and librarians as set forth in Section 1.3 shall be deemed a group for purposes of this section and will be entitled to elect one (1) bargaining unit member from the group to serve on the All University Sabbatical Review Committee, established in paragraph F. of this section. Each college/group Sabbatical Review Committee shall publish the guidelines it follows to rank order sabbatical leave requests.

The faculty member will consult with the department head/supervisor, during development of a sabbatical leave proposal that is in keeping with the faculty member's interest and aspirations and is consistent with the goals and objectives of the particular department/unit involved. Applications requesting sabbatical leave shall be submitted to the bargaining unit member's college/group Sabbatical Review Committee and a copy shall be given to the bargaining unit member's department head/supervisor on the official form of FSU, on or before October 15 of the year preceding the academic year in which the leave is being requested. The application form shall, in addition to other pertinent data, contain adequately detailed plans of the scope of the proposed professional activities for the period of the sabbatical leave. The college/group 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.
4. Provide a written explanation to any bargaining unit member whose request is not recommended.

E. The dean, in consultation with the department head/supervisor, shall review the rank list and may make deletions. The dean will give a written explanation to any bargaining unit member whose request is deleted from the list at this level. The dean shall forward this list to the All University Sabbatical Review Committee by December 1.

F. Each college/group shall elect one (1) bargaining unit member from its college/group Sabbatical Review Committee to serve on the All University Sabbatical Review Committee. This Committee shall be composed of bargaining unit members and shall report to the Vice President for Academic Affairs or his designee. This Committee shall determine a rank ordering of all sabbatical leave requests forwarded to it by the deans. The rank order as determined by each college/group's Sabbatical Review Committee shall not be altered. The Committee shall report the rank ordering of the candidates to the Vice President for Academic Affairs by January 15.

G. The Vice President for Academic Affairs, after consultation with the All University College Sabbatical Review Committee, shall recommend to the President the sabbatical list arising out of the All University Sabbatical Review Committee and shall provide the President an analysis of the costs of the sabbatical proposals.

H. The President shall recommend to the Board of Control the sabbatical leave list provided by the Vice President for Academic Affairs. Any deletions in the rank ordering will be discussed with the All University Sabbatical Review Committee and explained in detail in writing to the affected individual(s) by the President or his/her designee, with a copy of all such explanations forwarded to the All University Sabbatical Review Committee.

I. Barring financial exigencies, the administration shall make every effort to maintain the level of sabbatical leaves as has existed in the recent past.

J. Compensation shall be paid at a rate determined by the length of the period of sabbatical leave and by the conditions of the employment agreement at FSU covering that period of time. A bargaining unit member shall receive the full quarterly salary during a sabbatical leave of one quarter. For a leave of two quarters' duration, a bargaining unit member shall receive three-fourths of his/her regular salary for that period and for leaves of three or four quarters' duration, shall receive two-thirds of his/her regular salary for that period.

K. Compensation shall be payable according to the payroll procedures for FSU.

L. Sabbatical leave shall be considered as full-time service to FSU for the purposes of computing length of service and for consideration for salary increments, promotions and 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. Sabbatical leave may be terminated prior to the expiration date upon mutual agreement between the recipient and FSU.

N. A recipient of a sabbatical leave shall be required, during the first quarter of the recipient's return to FSU, to submit to the college/group Sabbatical Review Committee and department head/ supervisor copies of a written report, of professional quality, outlining his/her experiences and achievements in keeping with the purposes for which the leave was granted. The department head/supervisor and the college/group Sabbatical Review Committee will forward, with evaluative comments, the report to the President, via the dean and the Vice President for Academic Affairs. 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 faculty member's personnel file.

O. The written report with all evaluative comments filed in the faculty member's personnel file, pursuant to paragraph N. directly above, shall be made available to all appropriate evaluative and/or decisional personnel for purposes of subsequent sabbatical leave and/or promotion/merit determinations.

P. Sabbatical leave is granted with the expectation that the recipient has an ethical obligation to return to FSU for an extended period of service.

Q. Before the leave is granted, the faculty member shall agree in writing that in the event of failure to return to service at FSU at the expiration of such leave and render services for a period of at least one (1) year thereafter, the faculty member will reimburse FSU for all sums paid by FSU while on leave.

#### 10.6 Jury Duty

A. A bargaining unit member may request and will be granted an excused absence for jury duty.

B. A bargaining unit member selected for jury duty shall not suffer any loss of pay for absence resulting from jury service. Fees received for such jury duty, excluding bargaining unit member's reimbursement for meals, mileage and lodging expenses, shall be returned to FSU.

C. A bargaining unit member is obligated to notify his/her department head/supervisor as soon as he/she is summoned for such duty so that arrangements for substitutes may be made.

#### 10.7 Absentee Replacement

Occasionally a bargaining unit member may be absent as a result of illness, accident or other authorized reason. In such cases other bargaining unit members may be asked but shall not be required to fill the vacancy temporarily.

If the vacancy lasts for less than five (5) consecutive class days, the bargaining unit member(s) filling the vacancy will do so as a professional courtesy without compensation. If the vacancy lasts for more than four (4) consecutive class days, the replacement bargaining unit member(s) should he/she request, will be paid at the overload rate for each class period retroactive to the first period the replacement bargaining unit member taught.

#### 10.8 Personal Leave Day

Twelve month bargaining unit members within the admissions group, educational counselors, and librarians as set forth in Section 1.3 are eligible for two (2) personal leave days each fiscal year.

Personal leave days are not cumulative from year to year. The second personal leave day taken in any fiscal year will be chargeable to sick leave.

Eligible employees will arrange for use of the personal leave days with their department head/supervisor on a mutually agreeable basis.

## Section 11 - UNPAID AND OTHER LEAVES OF ABSENCE

### 11.1 General Considerations

Leaves of absence without pay may be granted by FSU when such leaves are in the best interest of the University and the bargaining unit member. A bargaining unit member granted a leave of absence without pay shall not accrue seniority during the leave, but shall have reemployment rights at the end of such leave of absence subject to Section 8 of this Agreement. At the start of a bargaining unit member's reemployment, seniority accumulated prior to the leave will be reinstated.

A bargaining unit member's time while on such leave shall not be counted for tenure or probationary requirements, nor sabbatical requirements, nor promotion/merit requirements, nor in the determination of years of service for the supplemental early retirement program. He/she will not receive pay for the holidays falling within the leave of absence, nor will he/she accrue sick leave or vacation time, but otherwise the bargaining unit member shall be entitled to those rights and benefits under the control of the University, as if he/she were continuously employed. A bargaining unit member is responsible for contacting the Human Resource Development Office of the University if he/she 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.

### 11.2 Professional Growth

A leave of absence for up to one (1) year may be granted a bargaining unit member at the request of FSU or at the request of the bargaining unit member when mutually agreed upon. The employee accepts such leave solely to pursue academic training or such work experience as is adjudged to further the effectiveness of the work of the employee at the University. Such leaves shall be determined administratively. Special consideration will be afforded to 12-month bargaining unit members in accordance with their special needs and unique assignments.

### 11.3 Extended Personal Illness

A leave of absence may be granted for reason of personal illness for a period not to exceed one (1) calendar year. The request for an extension of a leave of absence beyond this period of time may be honored upon the recommendation of the bargaining unit member's personal physician and concurred in by a medical examiner of FSU's choosing, and shall be for such extended period as recommended by the President of Ferris State University in the interest of FSU. If the extension as supported by the mutual report of the physicians is recommended, the period of leave requested by the bargaining unit member may be extended to the end of the academic quarter in which the physicians have released the bargaining unit member for return to work. The same rights and benefits of the bargaining unit member, under extended personal illness, shall continue as in the instance of other approved leaves.

### 11.4 Military Leave

A. Any bargaining unit member, who is, during the term of this Agreement called into service with the armed forces of the United States, shall be accorded "leave of absence without pay or compensation" for such period of service and at his/her election for six (6) months thereafter; and shall be restored to the position he/she left or one comparable to it for at least as many months as there shall have been remaining on his/her employment agreement at the time of his/her entry into active service.

B. When a bargaining unit 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 normal contribution to insurance and other fringe benefits during this period.

### 11.5 Professional Service

A leave to serve in a professional organization may be granted for one (1) year or less, renewable at the bargaining unit member's option for a second year.

### 11.6 Public Service

A leave may be granted to a bargaining unit member who is elected or appointed to a political office which requires absence from duty at the institution for the term of office or period of appointment. Such leave may be extended if reelected or re-appointed. A leave of absence may also be granted to a bargaining unit member for up to six (6) months for the purpose of campaigning for political office.

### 11.7 Fulbright or Exchange Teaching

A leave of absence for up to two (2) years may be granted to a bargaining unit member, upon application, for the purpose of participating in a Fulbright or other educational exchange program in another institution, state, territory or country, or educational program related to his/her professional responsibilities.

### 11.8 Leave by Mutual Consent

All leaves, including extensions thereof, for whatever reasons, may be granted by FSU to a bargaining unit member upon mutual consent for up to one (1) year.

## Section 12 - HOLIDAYS AND VACATIONS

### 12.1 Designated Holidays

A. All bargaining unit 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
8. Christmas Day

B. Bargaining unit 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 month bargaining unit members are eligible for twenty (20) days' vacation each year.

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 bargaining unit members are covered under a liability insurance policy of \$1,000,000 per occurrence for the term of the contract 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 bargaining unit members the following MESSA-PAK insurance on a twelve month basis for the employee and all dependents, including sponsored 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
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
4. Dental Same as above

C. Bargaining unit members not electing health insurance shall also receive \$100.00 per month which they may elect to apply to any combination of the following:

1. Medical Reimbursement Plan

FSU shall reimburse directly to bargaining unit members eligible for this plan all medical related expenses not covered by other insurance programs, provided:

- a. Reimbursement under this plan shall be made by FSU itself only in the event and to the extent that such reimbursement of payment is not provided for under any insurance policy or policies whether owned by FSU, the bargaining unit member, the bargaining unit member's spouse or dependents, or by any other person, firm or corporation.
- b. Any bargaining unit member applying for reimbursement under this plan shall submit to FSU, at least quarterly, all hospitalization, doctor, or other medical bills for verification by FSU prior to payment. A failure to comply with this requirement may, at the discretion of FSU, terminate such bargaining unit member's right to reimbursement.
- c. FSU may, at its discretion, verify any or all of the medical care expenses submitted by the bargaining unit member. Submission of dishonest medical care bills shall be just cause for termination of employment.
- d. It is the intention of FSU that benefits payable under this plan shall be eligible for exclusion from gross income of the bargaining unit member covered by this plan, as provided by Section 105 of the Internal Revenue Code of 1954 as amended.
- e. "Medical care" shall mean amounts paid for the diagnosis, care, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body. Expenses for medical care, as defined, shall include all amounts paid for hospital bills, doctor bills, dentist bills, drugs, therapy, nursing care, optical care and other like expenses. "Medical care" does not include transportation costs, even if primarily for and essential to the medical care referred to above.

f. "Dependents" shall mean natural and adopted sons and daughters who are less than nineteen (19) years of age and who are receiving in excess of one-half (1/2) of their support from the bargaining unit member.

2. Michigan Education Special Services Association Variable Option Plan

The bargaining unit member and his/her dependents may apply all or part of the monthly subsidy towards any of the Michigan Education Special Services Association variable option plans and/or MEA Financial Services tax sheltered annuities.

3. The bargaining unit member may receive all or part of the monthly subsidy as a check, less withholdings and deductions required by law, which will be issued to bargaining unit members electing this option on a quarterly basis.

4. Election of any of these programs will be handled on a pro-rata basis when the election is made part way through a fiscal year.

D. Insurance Premiums and Caps

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

	<u>Maximum premium per month per bargaining unit member</u>	
	PLAN A	PLAN B (including reimbursement)
July 1, 1990 to June 30, 1991	\$384	\$165
July 1, 1991 to June 30, 1992	442	190
July 1, 1992 to June 30, 1993	508	219
July 1, 1993 to June 30, 1994	584	252

In the event the actual cost of the insurance premium for Plan A in 1991-92 is less than \$442, the difference between the premium and the cap of \$442 shall be added to the 1992-93 cap.

In the event the actual cost of the insurance premium for Plan A in 1992-93 is less than \$508, the difference between the premium and the cap of \$508 shall be added to the 1993-94 cap.

In the event the actual cost of the insurance premium for Plan B in 1991-92 is less than \$190, the difference between the premium and the cap of \$190 shall be added to the 1992-93 cap.

In the event the actual cost of the insurance premium for Plan B in 1992-93 is less than \$219, the difference between the premium and the cap of \$219 shall be added to the 1993-94 cap.

Individual bargaining unit 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.

Other family riders are available to bargaining unit members at their own expense through payroll deductions.

### 13.3 Payroll Deduction - MEA Financial Services Programs

FSU shall make available to all bargaining unit members payroll deduction for all MEA Financial Services programs and annuities.

### 13.4 Implementation of Related Insurance Benefits

A. A bargaining unit member receiving a paid leave of absence shall have all insurance benefits continue uninterrupted throughout the period covered by the paid leave of absence.

B. A bargaining unit 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 24 months or to the extent possible through the insurance carrier. In cases of occupational sick leave of absence there shall be no limitation on the continuation of insurance coverages.

C. In the event that a bargaining unit 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 bargaining unit member assigned less than a full work load shall receive the same insurance benefits as bargaining unit members assigned a full work load.

E. A bargaining unit member who is hired with an effective first work day after the first required work day of the academic

year shall be entitled to insurance benefits determined on a pro-rata basis calculated on the same basis as salary proration.

F. FSU shall make payment of insurance premiums for all persons for a full 12-month period commencing September 1 and ending August 31, even though the bargaining unit member may not be returning to FSU the next academic year. This is subject to the pro-rata rule described in Paragraph E above.

G. The open enrollment period shall be jointly established by FSU, the FFA, and the insurance carriers. Payroll deductions shall be available for all insurance programs as herein provided.

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

I. When appropriate, applicable Care and Medicare premiums will be paid on behalf of the bargaining unit member, spouse, and/or dependents.

#### 13.5 Travel Increment

A. A bargaining unit 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 bargaining unit 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 bargaining unit member shall receive compensation for time in transit at a rate of \$.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 bargaining unit member who normally teaches the class volunteers to teach it off campus, then he/she will be assigned the class.
2. If more than one bargaining unit 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 bargaining unit member shall be at the top of the list.

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 bargaining unit member on disciplinary probation will not be afforded any salary increase during the year of that probation.

14.2 Minima: Instructional Faculty

A. A bargaining unit member may be eligible for a salary adjustment to his/her 1989-90 base salary. Determination of which bargaining unit members are to receive this adjustment and the amount of any such adjustment shall be according to the following formula:

1. A bargaining unit member's formula salary shall be determined as follows:
  - a. The relevant table amount shall be determined by the bargaining unit member's academic rank and highest educational degree earned and held on May 1, 1990 according to the following table:

	NO DEGREE	ASSOCIATE	BACHELORS	MASTERS	DOCTORATE
Instructor	\$25,190	\$25,690	\$26,190	\$27,190	\$28,440
Assistant	\$26,690	\$27,190	\$27,690	\$28,690	\$29,940
Associate	\$29,090	\$29,590	\$30,090	\$31,090	\$32,340
Professor	\$32,090	\$32,590	\$33,090	\$34,090	\$35,340

- b. The relevant table salary shall be increased by two hundred dollars (\$200) for each full year of bargaining unit seniority and one hundred thirty dollars (\$130) for each full year of non-FSU work experience.

- i. Non-FSU work experience credit shall be given for each year beyond the age of twenty-four (24) years that an eligible bargaining unit member is not employed at FSU as a bargaining unit member.
  - ii. Less than full-time FSU experience and full-time FSU experience outside the bargaining unit shall be counted as non-FSU experience.
2. A bargaining unit member's base salary as of May 1, 1990 shall be compared to his/her formula salary of 14.2.A.1, and if the formula salary exceeds the base salary, the adjustment shall be this difference. However, adjustments derived from this process shall not exceed two thousand dollars (\$2,000) and calculated adjustments of less than one hundred dollars (\$100) shall be rounded up to one hundred dollars (\$100). Bargaining unit members who have seven (7) or more years of seniority as a bargaining unit member are eligible for these salary adjustments.

B. A twelve month instructional faculty member shall have his/her salary adjustment calculated in the following manner:

1. His/her base salary as of May 1, 1990, shall be multiplied by 9/11.
2. Using the adjusted base salary as described in 14.2.B.1, adjustments shall be calculated according to the steps of 14.2.A.
3. Adjustments of 14.2.B.2 shall be multiplied by 11/9.

C. All adjustments shall be made prior to computing the percentage increases in Section 14.4.A of the contract.

D. Section 14.2 shall be in effect and formally operational only for and during the first year of this agreement.

#### 14.3 Minima: Non-Instructional Faculty

A. A committee of three (3) bargaining unit members representing the non-instructional faculty will, as a group, be allocated a total of four thousand one hundred dollars (\$4,100) prior to the end of fall term 1990-91 to address equity issues (including any work group equity) for non-instructional faculty.

B. This allocation will occur in such a manner that the equity position of women, relative to men, remains in approximate relative balance or improves. The assessment of progress of women relative to men will be determined by a regression analysis performed for the committee by the University and monitored by the

President of the FFA. No funds will be released by the University until the above analysis validates the gender neutrality of the above analysis.

C. All adjustments shall be made prior to computing the percentage increases in Section 14.4.A of the contract.

D. Section 14.3 shall be in effect and formally operational only for and during the first year of this Agreement.

#### 14.4 Percentage Increase to Base Salary

A. The following percentage increments shall be applied to each bargaining unit member's base salary at the end of the prior year:

1. 1990-91

a. Ten (10) month bargaining unit member: three percent (3%) effective the beginning of the 1990-91 academic year; three percent (3%) effective second half of academic year.

b. Twelve (12) month bargaining unit member: three percent (3%) effective July 1, 1990; three percent (3%) effective January 1, 1991.

2. 1991-92

a. Ten (10) month bargaining unit member: three percent (3%) effective the beginning of the 1991-92 academic year; four percent (4%) effective second half of academic year.

b. Twelve (12) month bargaining unit member: three percent (3%) effective July 1, 1991; four percent (4%) effective January 1, 1992.

3. 1992-93

a. Ten (10) month bargaining unit member: three percent (3%) effective the beginning of the 1992-93 academic year; four percent (4%) effective second half of academic year.

b. Twelve (12) month bargaining unit member: three percent (3%) effective July 1, 1992; four percent (4%) effective January 1, 1993.

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\*\* Base salary at the end of a given year is calculated by adding to the previous base the sum of the two (2) percentage increases for that year.



4. 1993-94

- a. Ten (10) month bargaining unit member: three percent (3%) effective the beginning of the 1993-94 academic year; four percent (4%) effective second half of academic year.
- b. Twelve (12) month bargaining unit member: three percent (3%) effective July 1, 1993; four percent (4%) effective January 1, 1994.

B. Base salary shall be 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 14.4.A above shall be calculated after immediate past year promotion/merit increases and minima adjustments are added to relevant base salaries.

D. New faculty hires during each year of this Agreement shall be eligible for Section 14.4.A salary increases only if specifically provided for in their initial appointments.

## Section 15 - PROMOTION/MERIT

### 15.1 Promotion

Each college/group (Technology, Education, Pharmacy, Business, Arts and Sciences, Allied Health Sciences, Optometry, and a group composed of the admissions counselors, educational counselors and librarians) shall establish or maintain a college/group promotion committee. Current promotion policies of the college/group will continue and any changes will be implemented when approved by both the dean and a majority vote of the bargaining unit members of that college/group.

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 he/she believes is appropriate but not altering the relative order established by the college/group promotions/merit committee.
  2. The dean shall forward the lists arrived at in paragraphs 15.2.C.1 and 15.2.D.1 to the Vice President for Academic Affairs and the college/group promotion/merit committee.

E. The Vice President for Academic Affairs shall forward the lists described in 15.2.D to the President who will recommend the lists arrived at in 15.2.C.1 to the Board of Control. In addition, the President shall recommend to the Board of Control 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 promo-

tions/merits as he/she 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 bargaining unit 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 faculty 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 certificate or 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 approval, prior to entering such program, by the Vice President for Academic Affairs.

C. It is the intent of this Section to provide the faculty member with some adjustment to take account of his/her starting salary at the institution when he/she lacked the degree/specialist certificate 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 - RETIREMENT

### 16.1 Retirement System Selection

A. Within thirty (30) calendar days of the effective date of employment, a bargaining unit member must elect to participate in either:

1. The basic 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); or
2. The optional retirement program (TIAA-CREF) or any other optional retirement program offered by FSU.

B. If an election is not made within the 30-day period, an irrevocable decision to participate in the basic MPSERS will be deemed made. If Michigan law is changed allowing or directing a different election period, the parties will negotiate the changes in this section accordingly.

### 16.2 Retirement System Payments

A. Contributions on behalf of bargaining unit 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 bargaining unit member participating in the optional retirement program (TIAA-CREF) the same amount which would have been contributed if the bargaining unit member had elected the basic MPSERS or MIP provided, however, that such contributions shall not be less than ten percent (10%) of all salaries earned at FSU.

### 16.3 Notice of Change

FSU will notify the FFA when any change in FSU's contribution occurs either to the basic MPSERS, MIP or the optional retirement program (TIAA-CREF).

### 16.4 Supplemental Early Retirement Program

A. All FSU bargaining unit members will be eligible to participate in the FSU Early Retirement Program in accordance with the following conditions:

#### 1. Eligibility

- a. The employee electing early retirement must have attained a combination of age and years of service at FSU equaling 70, and
- b. The employee must have at least ten (10) consecutive years of service at FSU and must be at least fifty-five (55) years of age and less than sixty-two (62) years of age, and
- c. The employee must meet the tests of an immediate retirement allowance under the Michigan Public School Employees Retirement Board's regulations. TIAA/CREF participants must meet the same tests as though they were under one of the MPSERS retirement programs.
- d. The Vice President for Academic Affairs may require advance notice of up to one (1) academic year from a person electing the early retirement plan; however, notification of intent to retire in less than one (1) academic year will be considered. Such requests will be granted unless the Vice President determines that such retirements will be harmful to the University.
- e. All employees who retire under the provisions of this policy must have used all available vacation prior to early retirement.
- f. Employees electing early retirement voluntarily agree to terminate from active employment status at FSU.

2. Early Retirement Benefits

- a. The supplemental early retirement benefit shall be a monthly payment equal to the maximum amounts which a social security beneficiary under age sixty-five (65) may earn without part of his/her monthly benefit being reduced because of excess earnings. The benefit will be paid from the date of retirement until age sixty-two (62). The benefit amount, once established for a particular retiree, will not be adjusted during his/her early retirement period. For persons retiring in 1990, this amount is five hundred seventy dollars (\$570) per month.
- b. For a bargaining unit member retiring after 1990, the amount shall be adjusted to reflect current exempt amounts allowed by social security statues and regulations at the time of retirement.

3. Insurance

- a. A bargaining unit member electing early retirement, pursuant to this Agreement, shall be considered as voluntarily terminating his/her employment with FSU for purposes of his/her rights to continue insurance coverages under the Consolidated Omnibus Budget Reconciliation Act (COBRA). A bargaining unit member and his/her spouse may avail themselves of their rights under COBRA or the provisions set out immediately below at the retiree's option.
- b. The MESSA group life insurance schedule for the early retiree shall remain the same as before retirement with FSU paying on the same basis as before retirement. The coverage will be the same as if the retiree were still employed. FSU's provision of life insurance for the retiree shall terminate in the month in which the retiree reaches age sixty-five (65).
- c. The retiree shall remain on the MESSA Super Care 1 health insurance and the MESSA Delta Dental (65/50/50: \$1,100) on the same basis as before retirement until he/she becomes sixty-five (65) years of age. At that time the retiree must convert to Medicare. If the retiree is eligible for medical insurance from

MPSERS, he/she shall be required to subscribe to such insurance or to other insurance plans of his/her choice. FSU's obligation to contribute toward the cost of such insurance premiums shall not exceed the amount FSU would be obligated to pay for such insurance if the retiree had continued to work for FSU. In the event the retiree subscribes to medical insurance other than through MPSERS and was otherwise eligible for MPSERS insurance, FSU's obligation shall be limited to the contractual cap amount or the amount FSU would have paid had the employee subscribed to medical insurance through MPSERS, whichever is lesser.

- d. The spouse of a retiree may continue to participate in the group insurance program after the retiree turns sixty-five (65) and becomes eligible for Medicare, if permitted by the group insurance carrier(s). Continuation of insurance coverage by the spouse shall be on the following basis:
  - i) The spouse is less than sixty-five (65) years of age.
  - ii) The spouse's insurance coverage is on a fully contributory basis.

#### 4. Term of Program

Members of the bargaining unit may retire under the provisions of this Early Retirement Program until June 30, 1994.

#### 16.5 Other Retirement Benefits

A bargaining unit 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 he/she becomes 65 years of age. Such individuals, however, shall not be eligible for medical reimbursement.

#### 16.6 Notice of Retirement

In order to assure a smooth transition and provide for continuity of instruction, faculty members who are retiring must do so at the end of a quarter and will notify their dean at least seven (7) months prior to the date of their retirement. Such notice will be waived in cases of emergency requiring a bargaining



unit member to retire, or in cases of mutual agreement between the bargaining unit member and FSU.

Such notification requirement shall be in place for all retirements occurring after the spring term of 1991. For retirements occurring before the end of the spring 1991 term, notice must be given by January 15, 1991.

## Section 17 - PART-TIME INSTRUCTION

### 17.1 Part-time Instruction

A. Whenever more than two (2) full loads of courses in a seniority unit are taught by non-bargaining unit members for six (6) consecutive quarters, excluding summer quarter, and such courses constitute a standard work assignment for a bargaining unit member in that department, FSU shall hire an additional full-time bargaining unit member for each full-load equivalent, beyond one (1) full load constituting a standard work assignment, in that seniority unit. Such hiring shall be in accordance with the other provisions of this Agreement.

B. This provision shall become effective fall quarter 1989 for courses taught at the Big Rapids or Grand Rapids campuses, but shall exclude work load of part-time clinical faculty and cooperative education and/or independent study work credited to department heads/program directors.

C. In addition to the exclusions outlined above, up to one-half load per quarter taught by department heads/program directors will be excluded from the above provisions.

D. Any class taught by an administrator within the division of academic affairs shall be excluded from the above provisions if there is no bargaining unit member qualified and available to teach it.

E. Commencing winter quarter 1988, no course shall be taught by a non-bargaining unit member for more than one (1) quarter unless the credentials of the non-bargaining unit member have been made available for review to the bargaining unit members in the seniority unit in which the class is offered. Unless two-thirds of the bargaining unit members reviewing the aforementioned credentials recommend against hiring the non-bargaining unit member for the specified class(es), the non-bargaining unit member may be hired for that class(es). The recommendation, however, must come from more than one (1) reviewing bargaining unit member.

F. Whenever one-third of the bargaining unit members of a seniority unit in which the course being taught by the non-bargaining unit member petition for a new evaluation or

whenever the department head determines that a new evaluation of the non-bargaining unit member is necessary, the department head shall institute a new review as prescribed in the above paragraph.

G. A non-bargaining unit member shall not teach more total hours in any one (1) quarter in a department than that which constitutes a standard work assignment plus overload for a bargaining unit member in any department in which the individual is teaching.

H. In extenuating circumstances an exception(s) may be granted by the FFA.

## Section 18 - OVERLOAD CLASS POLICY AND PROCEDURES

### 18.1 Overload Class Policy and Procedures

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 faculty member's workload, nor shall such additional responsibilities in any way be subject to review of a faculty 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 for their eligibility to do so:

1. A full-time faculty member may teach a maximum of one (1) class section of up to five (5) credit hours per quarter under this policy.
2. Retrenched bargaining unit 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 faculty members.
3. A rotation list of interested faculty from within the discipline will be maintained in the department office. A faculty member may withdraw his/her name from this list by mid-term of the preceding quarter without his/her name being placed at the bottom of the list.
4. Selection of faculty for these additional assignments shall be from the rotation list of qualified faculty available and interested in the specific assignments.

5. Participation in this extra class responsibility will require a full-time faculty member to be carrying full-time responsibilities, as defined by the practices of his/her college.
6. These added responsibilities shall not conflict nor interfere with the full-time faculty duties of the applicant. Any faculty 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 bargaining unit members within the seniority unit 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:

1990 - 1991	\$40.00
1991 - 1992	\$40.00
1992 - 1993	\$42.00
1993 - 1994	\$42.00

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

#### Section 19 - DURATION OF AGREEMENT

A. This Agreement shall be in effect from July 1, 1990 until 11:59 p.m., June 30, 1994.

SIGNATURES

FOR FERRIS FACULTY ASSOCIATION

FOR FERRIS STATE UNIVERSITY

Russell E. Moffett  
Dr. Russell Moffett, President

Helen Popovich  
Dr. Helen Popovich, President

Bargaining Team Members

Bargaining Team Members

Raymond F. Balcerzak Jr  
Ray Balcerzak

Isabel J. Barnes  
Dr. Isabel Barnes

John Kane  
John Kane

Sally Depew  
Sally Depew

William Papo  
William Papo

Lon Green  
Dr. Lon Green

John Pearson  
Dr. John Pearson

Mike Humphrey  
Mike Humphrey

Elliott Smith  
Elliott Smith

Gary Nash  
Dr. Gary Nash

Gretchen Dziadosz  
Dr. Gretchen Dziadosz

Robert Steechschulte  
Robert Steechschulte

Sid Sytsma  
Sid Sytsma

Thomas Barnes  
Thomas Barnes

## LETTERS OF UNDERSTANDING

### Budget Initiative

FSU and the FFA agree to work cooperatively in addressing the continuing and significant underfunding of FSU (including the resultant effect on faculty and administrative salaries).

The parties will form a committee to study, analyze, plan and develop legislative approaches in order to find solutions to the above stated underfunding concern including the objective of attaining compensation similar to comparable II A institutions. FSU and FFA will each appoint two (2) members to this committee with a fifth (5th) member appointed by the committee. FSU may also add a member of its Board of Control to such committee. Such committee will hold its initial meeting no later than March 1, 1991.

The following two (2) letters of understanding shall become operative when the budget initiative has produced new monies for the University:

### LETTER OF UNDERSTANDING

The FFA and FSU shall each appoint four (4) members to the Compensation Committee. The Compensation Committee is charged with reviewing, exploring, and, if feasible, recommending a mechanism for rewarding bargaining unit members who have provided outstanding service to the University.

### LETTER OF UNDERSTANDING

The FFA and FSU shall each appoint up to five (5) members to an Equity Committee. The Equity Committee shall be responsible for a complete review of salaries to all bargaining unit members. If the Committee finds that inequities exist it shall recommend a system for correcting such inequities.

#### LETTER OF UNDERSTANDING

The parties agree that, notwithstanding the provisions of Section 1.9 of the collective bargaining agreement, if the following employment conditions are changed during the term of the agreement, upon demand by either party, these employment conditions will be negotiated:

1. Conversion of FSU to a semester basis.
2. Counselor licensure.

With respect to the following employment conditions the parties will meet and discuss any contemplated changes upon request by either party:

1. Any changes in the terms and/or conditions of employment of any employee(s) affected by the start of any new programs, or projects including the ATC.
2. Residual rights.
3. Communicable disease policies.
4. An employee assistance plan.
5. Employee drug testing.

#### LETTER OF UNDERSTANDING

In the future, consideration should be given to schedule Martin Luther King's birthday and the day after Easter as non-teaching days.

MODEL TENURE POLICY

FERRIS STATE UNIVERSITY

I. Tenure Attainment Criteria

The attainment of tenure often is the single most important achievement in an academic career. It is a privilege granted by the University to those who have demonstrated talent and dedication as members of the department. Accordingly, the following guidelines have been developed.

A. Assigned Professional Responsibilities

1. The primary responsibility of a candidate for tenure at FSU is to have demonstrated superior qualities as a teacher.
  - a. Indicators of teaching competence shall include the following:
    - (1) Student evaluations of classroom performance as evidenced by written evaluations using a form approved in advance by the candidate's tenure committee.
    - (2) Written statements by faculty peers in the format approved by the tenured faculty regarding the candidate's instructional competence.
    - (3) A written statement by department head in the format approved by the tenured faculty regarding the candidate's instructional competence.
2. For candidates who have significant advising responsibilities, those responsibilities also shall be evaluated for tenure purposes. Evidence of regular and conscientious advising of students assigned for academic advising may include, but is not limited to, copies of correspondence to the advisees, evidence of advisee load, copies of recommendation letters for advisees, evaluation letters from peers and administrators, etc.

B. Additional Responsibilities

In addition to a high level of competence in the areas in Section A, candidates shall demonstrate substantial activity and competence in the following areas:

1. Professional Development

Professional development activity may include, but is not limited to, the following:

Research, including:

- Generation of new knowledge
- Publication of research studies
- Presentation of research papers
- Obtaining grants
- Other activities deemed worthy by the unit

Scholarly activities, including:

- Publications of books or monographs
- Serving as a journal referee
- Professional certification
- Serving as a member of a certifying board
- Consulting with professional agencies
- Developing new course techniques
- Developing new or improving existing programs
- Course analysis and development
- Submitting grant or contract proposals
- Participating in continuing education as a lecturer, author, or as a developer of other educational materials
- Serving as a member of a school or program evaluation team
- Consulting and/or work in business and industry
- Other activities deemed worthy by the unit

2. Service

Service includes all forms of activities which are of benefit to society--FSU, scholars, the national, state, or local community--which cannot be properly defined as teaching, advising or scholarship.

Service includes:

- Service on the Academic Senate
- Service on University committees
- Administrative responsibilities, including program coordinators, committee chairpersons, etc.
- Representative of University to governmental agencies, alumni and other organizations
- Officer or member of a county, state, national, or international professional organization



- Representative for the profession before governmental, legislative and other organizations
- Department committee work
- Assisting in department equipment and procedure changes
- Other activities deemed worthy by the unit

## II. Tenure Committees

### A. Candidate's Tenure Committee

1. Each tenure-track faculty member shall have his/her own Candidate's Tenure Committee until such time as the department votes to grant or deny tenure.
2. The committee, when possible, shall have three voting members who are tenured faculty members of the department. A chair shall be selected by the candidate who shall also serve as the candidate's mentor for one year. Two members shall be elected by the tenured and tenure-track members of the candidate's curriculum unit or department.
3. The mentor shall guide the candidate in the following aspects:
  - Teaching methodologies
  - Testing and grading
  - Developing course outlines and syllabi
  - Developing overheads and support material
  - Utilizing copiers and computers
  - Advising
  - Following campus policies and procedures
4. The mentor shall visit each of the candidate's classes a minimum of once each quarter.
5. The mentor shall provide a critique and interview with the candidate in a private setting immediately following each visit.
6. The mentor shall provide a report to the Candidate's Tenure Committee each term.
7. The Candidate's Tenure Committee shall provide a report to the department's tenured faculty annually.
8. The department shall set aside a minimum of one-half of the December and April meetings to be used by the tenured faculty and department head to evaluate the candidates.

9. The department head may attend any tenure meeting and shall be a non-voting member.

B. Department Tenure Committee

1. The tenured bargaining unit members of the department shall elect a Department Tenure Committee as follows:
  - a. The committee shall have a rotating membership of three tenured department members with each member serving a three-year term. Thus, one committee member will be elected/re-elected each year.
  - b. The election shall take place at the first department meeting in the academic year.
  - c. The term of office shall commence immediately upon election.
  - d. As a starting point, the tenured members of the department shall elect, at the first department meeting following the adoption of this policy, three individuals to the Department Tenure Committee. The first elected member shall serve a term of one year, the second elected member shall serve a term of two years, and the third elected member shall serve a term of three years. For purposes of this provision, the first year of service shall run from the date of election until the first department meeting of the next academic year.
  - e. The chair of the Department Tenure Committee shall be the committee member whose term expires first.
  - f. A vacancy in the Department Tenure Committee shall be filled by another tenured bargaining unit member of the department elected by the tenured members of the department. The individual elected shall serve out the term of the individual replaced.
2. The Department Tenure Committee shall have the following duties:
  - a. Supervising the various Candidate's Tenure Committees to assure they operate in conformity with the timetable given below.
  - b. Providing the materials listed in Section III to new tenure-track faculty members.

- c. Conducting the department election(s) on appointment/reemployment for tenure-track bargaining unit member(s).
- d. Conducting the department election on granting/denying tenure.
- e. Transmitting the results of the above elections to the candidate(s) and the department head.
- f. Reviewing the Department Tenure Policy and recommending proposed changes, if any, to the department.
- g. Transmitting to the Vice President for Academic Affairs those proposed amendments, if any, that have received a majority of the votes cast.

### III. Procedures

- A. The Department Tenure Committee shall be provided with a locked file, in the office of the department secretary, for storage of all documents, evaluations, and findings of the committee and those submitted by the Candidate's Tenure Committee, tenured members of the department, the department head, and the dean. Files of any tenure-track member shall be available for inspection in the department office by any tenured department member. Tenure-track faculty members shall have access only to their own files in the presence of a member of the Candidate's Tenure Committee.
- B. If tenure is granted, the candidate's tenure review file shall be destroyed.
- C. If tenure is not granted, this file shall be kept for three additional years after the date of denial.
- D. The Department Tenure Committee shall maintain a chronology of the status of each tenure-track faculty member.
- E. If new tenure-track faculty members have been employed, the Department Tenure Committee shall hold a special meeting with all these individuals no later than September 30.
- F. The Department Tenure Committee shall provide a copy of the Tenure Policy for the department and the form for faculty evaluation adopted by the department to all new tenure-track faculty members.

- G. The new tenure-track faculty member shall meet with his/her Candidate's Tenure Committee and develop the specific goals and objectives for the forthcoming year.
- H. The Department Tenure Committee shall inform the department faculty, department head, and the dean of the names of tenure-track faculty members and ask for written comments which the Candidate's(s') Tenure Committee(s) might consider in its evaluation process. Such comments are to be submitted to the committee no later than October 20 for those candidates who have applied for tenure, and no later than December 1 for those candidates who have not applied for tenure.
- I. Upon application for tenure by a tenure-track faculty member, his/her Candidate's Tenure Committee shall review the candidate's entire file and arrive at an intention either to recommend the granting of tenure or to recommend the denial of tenure. The intended recommendation and the evaluation shall be transmitted to the applicant.
- J. In the event the intended recommendation is the denial of tenure, the candidate for tenure shall have ten (10) calendar days to appeal the decision and to submit evidence in support of the appeal to his/her Candidate's Tenure Committee. The committee shall reconvene and review its intended recommendation and the new evidence. Based on the review, the Candidate's Tenure Committee shall arrive at a final recommendation which may be the same as or different than its intended recommendation.
- K. In the event the candidate does not appeal the committee's intended recommendation, the intended recommendation is the final recommendation.
- L. The Candidate's Tenure Committee shall submit its final recommendation to the candidate, the Department Tenure Committee, and the tenured faculty members of the department.
- M. The Department Tenure Committee shall conduct an election of the tenured faculty members of the department. The decision to grant or deny tenure shall be based upon a recorded roll call vote. A simple majority of those present and voting shall determine whether to grant or deny tenure. A move to table consideration of a candidate for tenure shall not cause delay in tenure proceedings in excess of ten (10) calendar days.
- N. The Department Tenure Committee shall transmit the department decision to the candidate and the department head simultaneously.

IV. Review and Amendment

- A. Tenure evaluation procedures and criteria shall be reviewed annually by the Department Tenure Committee for the purpose of making recommendations to the department for revision.
- B. This policy may be amended by a majority vote of those tenured faculty members of the department present and voting at a scheduled department meeting, providing written copies of the proposed amendment have been distributed at least two weeks prior to the meeting.

V. Time schedule for evaluating tenure-track bargaining unit members.

- A. First department meeting in September: Elect a member to the Department Tenure Committee.
- B. September: Department Tenure Committee adopts any needed procedures.
- C. September: During the first four weeks of classes in fall term, the Department Tenure Committee shall meet with all new tenure-track faculty members--if any. The committee shall inform the new faculty members of tenure procedures and provisions.
- D. October: If new tenure-track faculty have been hired, the department selects members of the Candidate's Tenure Committee per Section II.A.2. The Candidate's Tenure Committee members shall meet with the candidate and establish the goals and objectives for the next academic year.
- E. October 10: Last date for Department Tenure Committee to submit list of tenure-track faculty to department head and dean with request for their comments.
- F. October 15: Last date for bargaining unit member seeking tenure to submit his/her credentials to department/unit tenure review committee.
- G. October 20: Last date for department head and dean to submit written comments to Department Tenure Committee for candidates who have applied for tenure consideration.
- H. November 1: Last date for Candidate's Tenure Committee of those faculty applying for tenure to notify the candidate of its evaluation and intended recommendation and to notify him/her of the procedure for applying for an additional review of the intended recommendation.

- I. November 10: Last date for a candidate for tenure to appeal an intended denial of tenure.
- J. December 1: Last date for the Candidate's Tenure Committee to hear an appeal.
- K. December 1: Last date for department head and dean to submit written comments to Department Tenure Committee for tenure-track faculty who have not applied for tenure.
- L. December 15: Last date for the Candidate's Tenure Committee to forward its final recommendation for tenure applicants to the candidate's Department Tenure Committee and to the tenured faculty members of the department.
- M. First two weeks in January: Meeting held of the tenured faculty members of the department to consider the candidacy of those tenure-track members who have applied for tenure. The vote on each candidate shall be a roll call vote.
- N. January 15: Last date for Department Tenure Committee to submit the department's final recommendation to the candidate and to the department head. Both notifications shall be in writing.
- O. January 15: Last date for Department Tenure Committee to submit to the department head and the pertinent candidates the department recommendation about reappointment/nonreappointment for candidates who are in their second, third, or fourth year of tenure-track appointment.
- P. Last week in January: Department Tenure Committee recommends to the department proposed amendments, if any, to the Department Tenure Policy.
- Q. First department meeting in February: Department Tenure Committee conducts election on proposed amendments, if any.
- R. February 15: Last date for Department Tenure Committee to notify Vice President for Academic Affairs of proposed amendments, if any, that have received a majority of the votes cast in the aforementioned department election.
- S. On or before March 5: Last date for the Vice President for Academic Affairs to notify, in writing, all applicants for tenure as to his/her decision regarding the recommendations of the respective department/unit tenure review committees.

- T. On or before March 15: Last date for the tenure-track bargaining unit member denied tenure to appeal to the President of FSU.
- U. On or before April 1: Last date for the President to notify the appellant in writing of his/her decision.
- V. On or before April 10: Last date for the bargaining unit member whose appeal was not supported by the President to appeal to the Tenure Appeals Board.
- W. On or before April 25: Last date for the Tenure Appeals Board to be filled according to the procedures outlined in the FFA/FSU Agreement and shall convene for the first time.
- X. On or before May 15: Last date for the Tenure Appeals Board to render its final decision regarding an appellant's entitlement to tenure at FSU.

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