

LETTER OF AGREEMENT

Whereas, the Ferris Faculty Association (“Association”) and Ferris State University (“Employer”) (collectively “the parties”), are parties to a Collective Bargaining Agreement (“CBA”) in effect through June 30, 2023, and

Whereas, the Michigan Employment Relations Commission decision in Case No. UC12 E-012, found that the classification of Academic Advisor should be included in the bargaining unit, and

Whereas, the Association submitted via email, a Demand to Bargain dated April 5, 2017 regarding the “wages, terms and conditions of employment...” of the Academic Advisors, and

Whereas, the parties have met in good faith and reached agreement regarding the effects of the transfer of Academic Advisors into the bargaining unit, and

Whereas, the parties desire to memorialize their agreement in writing,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The employees listed below, and employees hired as Academic Advisors after the effective date of this Letter of Agreement shall be classified as Academic Advisor 1, Academic Advisor 2 or Senior Academic Advisor. The classification descriptions for these positions are attached. The employees listed below will be transferred into the bargaining unit and classified as listed in the chart below. All Academic Advisors shall be under the administrative direction of the Department of Academic Advising and shall be classified as Academic Advisor 1, Academic Advisor 2 or Senior Academic Advisor.

Employee	Seniority Date*	Classification	Current Assignment	FY 2018-19 Salary
Armstrong, Lori	2017-07-03	Academic Advisor 1	College of Business	\$57,855.00
Beard, Emily	2018-12-10	Academic Advisor 1	College of Arts & Sciences	\$48,000.00
Boezwinkle, Timberly	2016-01-05	Academic Advisor 1	Office of Retention and Student Success/Student Academic Affairs	\$47,624.00
Bordeau, Catherine	2016-10-31	Academic Advisor 1	Office of Retention and Student Success/Honors Program	\$56,942.00
Calhoun, Amie	2015-03-10	Academic Advisor 2	College of Education and Human Services/Criminal Justice	\$51,320.00

Employee	Seniority Date*	Classification	Current Assignment	FY 2018-19 Salary
Darnell, Nina	2015-06-22	Academic Advisor 2	College of Education and Human Services/ Digital Media	\$48,166.00
Freshour, Austin	2016-04-11	Academic Advisor 1	College of Health Professions	\$49,694.00
Hatchew, Adam	2017-12-04	Academic Advisor 1	Office of External and International Operations	\$55,825.00
Jenema, Lori	2014-02-17	Academic Advisor 2	Office of External and International Operations	\$54,363.00
Kelenske, Michelle	2014-07-21	Academic Advisor 2	College of Education and Human Services	\$49,250.00
Kuk, Linda	2008-03-31	Senior Academic Advisor	College of Health Professions	\$54,659.00
Maloney, Jody	2014-06-11	Academic Advisor 2	Office of Retention and Student Success/Student Academic Affairs	\$47,624.00
Schrock, David	2015-01-05	Academic Advisor 2	College of Arts & Sciences	\$51,258.00
Winowiecki, Jenice	2008-08-20	Senior Academic Advisor	College of Arts & Sciences	\$56,107.00

* "Seniority Date" is the date the employee began working as an Academic Advisor with the Employer.

2. The initial classification designations listed above are based upon length of service only. The parties have not conducted an extensive review as to whether each employee meets the criteria for hire, promotion or tenure. Such criteria will be reviewed as each employee undergoes the annual reappointment/non-reappointment and tenure process and/or the promotion/merit process.
3. For payroll and FLSA purposes, employees working in one of the Academic Advisor positions will be classified as twelve (12) month, salaried, exempt employees. See Attachments regarding Vacation, Sick Time & STD, Exempt Employee Exception Time Reporting.
4. The provisions of the collective bargaining agreement shall apply to Academic Advisors with the modifications listed below:
 SECTION 1.3.B- add "academic advisors".

SECTION 3 TENURE-

3.1- Definition and General Conditions apply.

3.2- Employer Tenure Policy applies.

3.3- Department Tenure Policy applies with the understanding that Appendix A "Reappointment and Tenure Policy and Procedures" is intended to be the initial department policy and is considered to be the "Present Tenure Policies and Procedures" referred to in Section 3.3.F of the CBA.

3.4- Evaluation and Reappointment/Non-Reappointment of Non-Tenured Faculty applies except as modified by Appendix A "Reappointment and Tenure Policy and Procedures" and by the language of Section 3.4.B below.

3.4.B- amend to include the following which applies only to Academic Advisors: "Except as otherwise provided in 3.2.C above, all new Members must serve a non-tenured period prior to applying for tenure. The non-tenured period shall commence with the first fall semester of a Member's non-tenure appointment. A non-tenured Member must apply for tenure no later than his/her fifth academic year. Failure to apply for tenure consideration shall result in denial of tenure. A non-tenured Member initially hired as an Academic Advisor 1 may not apply for tenure prior to his/her fifth year. A non-tenured Member initially hired as an Academic Advisor 2 may not apply for tenure prior to his/her fourth year. A non-tenured member initially hired as a Senior Academic Advisor may not apply for tenure prior to his/her third year."

The tenure decision year for the above-listed employees classified as Academic Advisor 1 shall be Academic Year 2024-25. The tenure decision year for the above-listed employees classified as Academic Advisor 2 shall be Academic Year 2023-24. The tenure decision year for the above-listed employees classified as Senior Academic Advisor shall be Academic Year 2022-23.

Any Academic Advisor 2 or Senior Academic Advisor listed above has the option of foregoing the accelerated tenure process and be subjected to the five-year process as if they were an Academic Advisor 1. Selecting this non-accelerated option will not affect an employee's classification designation.

Catherine Bordeau was initially hired after having attained tenure at another institution, although not in an advising capacity. The parties agree that Ms. Bordeau shall have the option of applying for tenure pursuant to Section 3.2.C of the CBA during the regular tenure application period in the fall 2019 semester. If Ms. Bordeau chooses to not apply for tenure in fall 2019, or if she applies but the tenure application is denied, she will thereafter be subject to the regular tenure process as described above and in Section 3 of the CBA.

3.5 Attainment of Tenure applies except as modified by Appendix A "Reappointment and Tenure Policy and Procedures".

3.6 Academic Administrator Appointment with Tenure applies.

SECTION 6.3 Seniority Groups- All Academic Advisors shall be assigned to a single seniority group entitled "Academic Advisors".

SECTION 7.2 Workload- does not apply to Academic Advisors and is replaced by Appendix B "Workload Policy and Standards".

SECTION 7.7 Summer- does not apply to Academic Advisors.

SECTION 7.8 Performance Review- 7.8.A- add the following language to apply to Academic Advisors only- "Tenured Academic Advisors' performance shall be reviewed annually by their department head or equivalent. Review may include, but is not limited to, the use of the documents contained in Appendix C "Performance Evaluation – Academic Advisor".

SECTION 8 RETRENCHMENT- does not apply to Academic Advisors and is replaced by Appendix D "Retrenchment".

SECTION 13 FRINGE BENEFITS- applies to Academic Advisors. Open enrollment for selection of current health coverage options will be held within thirty calendar days after this Agreement is ratified by both parties.

SECTION 14 SALARY- 14.2.A- Contingent upon both parties' ratification of this Agreement by June 30, 2019, Academic Advisors will receive the annual base salary increases set forth in paragraphs 2 (FY 2019-20), 3 (FY 2020-21), 4 (FY 2021-22) and 5 (FY 2022-23). Paragraph 1 (FY 2018-19) does not apply. The final paragraph containing the lump sum payment of \$530 does not apply.

SECTION 14 SALARY- 14.3- Contingent upon both parties' ratification of this Agreement by June 30, 2019, Academic Advisors shall be included in the calculations and be eligible for supplemental market adjustments beginning with FY 2019-20.

Those Members classified as Senior Academic Advisor shall be eligible for a "full share" of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the Senior Academic Advisor salary to the level of the comparable survey average salary for his/her discipline and title. Those Members classified as Academic Advisor 2 shall be eligible for a "two-thirds share" of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the Academic Advisor 2 salary to the level of the comparable survey average salary for his/her discipline and title.

Those Members classified as Academic Advisor 1 shall be eligible for a “one-third share” of the calculated individual increase, but in no event in excess of the amount that is necessary to raise the Academic Advisor 1 salary to the level of the comparable survey average salary for his/her discipline and title.

Academic Advisors are expected to perform all duties normally associated with academic advising and as listed in the Position Classification Descriptions.

An individual employee and the Director of Academic Advising may agree to a stipend for any extra work assignments that are in addition to academic advising duties.

SECTION 14.4 NEW FACULTY ORIENTATION- the last sentence of paragraph “A” and paragraph “B” in its entirety do not apply to Academic Advisors. Add new paragraph “C” in Appendix E “14.4 New Faculty Orientation”.

SECTION 15 PROMOTION AND MERIT INCREASES-

15.1- add the underlined language: “Each college, the librarians, academic advisors and the group...”

15.1.A- add the underlined language: “Promotion policies will be limited to criteria and procedures for promotion to assistant professor, associate professor and professor and for promotion to Academic Advisor 2 and Senior Academic Advisor.”

15.2- any references to “dean” shall be construed to mean “Director of Academic Advising” regarding Academic Advisor candidates for promotion or merit.

15.3- add:


“Academic Advisor 1 to Academic Advisor 2	\$2,000”
“Academic Advisor 2 to Senior Academic Advisor	\$3,000”

SECTION 18 OVERLOAD- paragraphs “A”, “B”, “C” and “E” do not apply and are replaced by Appendix F “Overload for Academic Advisors”.

5. This Letter of Agreement will become effective on June 17, 2019, and will expire on June 30, 2023.

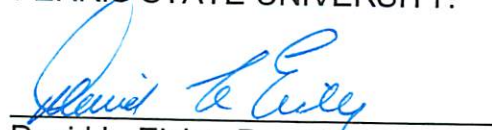
FERRIS FACULTY ASSOCIATION:


Charles Bacon, FFA President


John Caserta, Vice President


Kurt Murray, UniServ Director, MEA/NEA

FERRIS STATE UNIVERSITY:


David L. Eisler, President


Paul Blake, Provost


Steven B. Stratton, Labor Relations

APPENDIX A

DEPARTMENT OF ACADEMIC ADVISING

REAPPOINTMENT AND TENURE POLICY AND PROCEDURES

As approved by FFA and VPAA Paul Blake on June 17, 2019.

INTRODUCTION

As required by the current collective bargaining agreement (CBA), Section 3.3- Department Tenure Policy and Procedures, the standards and procedures for reappointment and tenure for Academic Advisors are contained in this document; which must be read in conjunction with Section 3- TENURE¹. The standards are designed to assure quality advising for students and to showcase Academic Advisors as contributing members of the University community. These procedures assure that the tenured Academic Advisors and academic administration have sufficient information to make a fair assessment of an Academic Advisor's contributions.

If an Academic Advisor has any questions which are not addressed in this document, he/she should consult with the Tenure Review Committee ("TRC") Chair and Committee.

REAPPOINTMENT/TENURE APPLICATION FOR FIRST YEAR OF EMPLOYMENT

In support of his/her candidacy for reappointment/tenure, by October 1 non-tenured Academic Advisors must submit to the TRC an application and portfolio containing the Advisor's self-evaluation, all student assessments of the Academic Advisor's advising and teaching, if applicable, Director's and Supervisor's evaluation/observations, confirmation of service, a Vita, records of scholarly and professional activities, etc., to show evidence of progress toward meeting the expectations and standards for attainment of reappointment/tenure.

STANDARDS FOR REAPPOINTMENT AND TENURE FOR SECOND AND SUBSEQUENT YEARS

To be considered for reappointment after year 1, the Academic Advisor must submit an application and portfolio similar to that provided in year 1 with the addition of a clear and explicit narrative statement and other information demonstrating his/her (i) excellence in the performance of his/her duties and responsibilities as an Academic Advisor, (ii) a significant commitment to enhancing his/her skills as an Academic Advisor through professional development, and (iii) a significant commitment to the community, students and the university through the outstanding nature and quality of his/her service.

¹ Wherever the collective bargaining agreement uses the term "Dean", it shall be construed to mean Director as it relates to Academic Advisors. Once the final structure is finalized the Director may have a different title but the intent is for one designated employee to lead the department.

To acquire tenure, the Academic Advisor must demonstrate a record of excellence in academic advising, leadership, reliability, collaboration, ability to work independently, flexibility, and adaptability. Advising quality is evaluated through student assessments and Director and Supervisor observations/evaluations and evidence of performance as provided in Sections A, B and C below.

A. Duties and Responsibilities

The primary standard for reappointment or tenure as an Academic Advisor is attaining and maintaining excellence in the performance of the Advisor's assigned duties and responsibilities. Evidence of such excellence includes, but is not limited to, the following:

1. Maintaining an acceptable advising load based on established college/department needs, as determined by the Director and Supervisor.
2. Developing a clear and effective career path and program of study for each student.
3. Effective resolution or appropriate processing of student or faculty/staff advising complaints.
4. Providing clear and appropriate guidance and/or referrals to students on curricular matters such as registration, academic policy, course recommendations, and academic programs.
5. Appropriate engagement with students beyond the advising sessions.
6. Teaching a freshman seminar course or another course as appropriate.
7. Providing presentations within the University and/or outside the university.
8. Maintaining a professional level of collaboration and collegiality.

B. Professional Development

A related responsibility is the continual pursuit of professional development as an Academic Advisor. Evidence of a significant commitment to academic advising can be demonstrated through research, scholarship, consulting, and other creative endeavors.

This includes, but is not limited to, the following:

1. The research, publication and/or production of print and non-print media advancing the body of knowledge in academic advising, recruitment or retention.
2. The writing and submission of grant applications.
3. Serving in a leadership role such as a chair, co-chair, board member, committee member or sub-committee member in at least one organization related to

academic advising, recruitment, retention and/or student success.

4. Active participation at professionally related conferences (such as NACADA), workshops and seminars such as hosting sessions, participating in focus groups and volunteering, presenting and/or facilitating.
5. Participation in training sessions and workshops offered through the Faculty Center for Teaching and Learning and the Staff Center for Training and Development.
6. Participation in webinars related to the academic advising profession, retention and degree completion initiatives, and career exploration and student success.
7. Coordinating, presenting and/or facilitating at the Ferris Academic Advisors Seniority Group meetings.

C. Service

Another related responsibility is service. Evidence of a significant commitment to the profession, the community, students, and the University includes, but is not limited to, the following:

1. Active participation in university, college and departmental committees that relate to advising, recruitment, retention and student success. Active participation in university-wide committees.
2. Active participation or coordination of service learning activities, civic and/or community engagement.
3. Participation in the development of collaborative and service opportunities between Academic Advisors and faculty, department chairs/heads, lead advisors, program coordinators, department leadership and Dean's office personnel.
4. Service to the profession or discipline. This includes participation in the peer review process or service to scholarly or professional associations that contribute to the discipline and the Advisor's professional standing.
5. Active participation in registration activities (e.g. summer orientation, pre-registration, late registration, etc.).
6. Active collaboration and participation in outreach efforts through on and off-campus events.
7. Other activities that demonstrate service to the profession, the community, students, and the University.

In evaluating service, emphasis is to be given to service on department, college and university committees, committees that evaluate advisors for awards, and grants, oversight boards, and

other bodies that require extensive commitments of time and a high level of responsibility.

REAPPOINTMENT AND TENURE EVALUATION PROCESS

A. Multiple Sources of Information

The process by which Academic Advisors are to be evaluated for reappointment and tenure involves inputs from several sources. These may include the candidate's annual self-evaluation, student assessments, observation and evaluation by the Director and Supervisor. All of this information will be assembled by the candidate as part of the required portfolio and presented to the TRC.

- **Advisor Self-Evaluation (Annual)**

The candidate shall complete a written self-evaluation on his/her performance relative to his/her duties and responsibilities, professional development, and service.

- **Student Assessment**

Students will be asked to complete a brief Assessment of Academic Advising as an evaluation of his/her advising experience. These results will be organized as an aggregate summary.

For Academic Advisors assigned to teach one or more courses, student assessment of classroom teaching will also be conducted according to University guidelines. These results will be organized as an aggregate summary according to course type.

- **Director/Supervisor Observation/Evaluation (Annually)**

The Director and Supervisor shall annually evaluate the candidate's professional performance, including but not limited to advising and teaching.

B. Assessment and Recommendations of the Department Tenure Review Committee and the Candidate's Tenure Mentor Committee

There shall be two Tenure Committees for the Department of Academic Advising; the Department Tenure Review Committee (DTRC) and the Candidate's Tenure Mentor Committee (CTMC).

DTRC- This is a standing committee consisting of all tenured Academic Advisors. Wherever the CBA refers to a "tenure review committee" it shall be construed to mean the DTRC as it relates to Academic Advisors. The responsibilities and timelines of the DTRC are set forth in Section 3 of the CBA. The DTRC shall elect a chairperson each August to serve for the academic year. The DTRC Chairperson will maintain all tenure review records, convene tenure

review meetings, submit documents, consult and assist candidates with the process, and author reappointment/tenure recommendation letters to appropriate university officials in compliance with the time frames set forth in the CBA. Until there are at least three (3) tenured Academic Advisors, FFA President will advise the Director of the names of necessary additional tenured University Members for inclusion on the DTRC.

CTMC- Each non-tenured Academic Advisor shall have a CTMC consisting of three (3) tenured Academic Advisors. If there are fewer than three (3) tenured Academic Advisors, candidates for reappointment and/or tenure shall submit to the DTRC Chairperson on or before May 1, the names of up to three (3), tenured University Members for inclusion on the CTMC. If less than the required number of names are submitted, the FFA President will advise the Director of the names of necessary additional tenured University Members for inclusion on the CTMC.

In August of each year, Members of the CTMC will review this document and elect a Chairperson. A tenured Academic Advisor will serve as the Chairperson of the CTMC. If there are no tenured Academic Advisors, a tenured Member of the University will serve as the Chairperson. A simple majority vote of the Members present at the meeting will determine the Chairperson.

During the non-tenure years, the CTMC members will assist the Candidate in the development of the materials necessary for submission to the DTRC. Each CTMC member will advise the Candidate on performance related to professional duties and responsibilities, professional development and service. Each CTMC member will complete a written evaluation of the candidate's portfolio and provide written observations to the DTRC no later than October 15. Failure of the CTMC members to provide such written evaluations or observations shall not affect the decision of the DTRC.

During the tenure decision year, the CTMC will not be convened. The DTRC will function as set forth in Section 3.5 of the CBA.

APPENDIX B

Department of Academic Advising

Workload Policy and Procedures

As approved by FFA and VPAA Paul Blake on June 17, 2019.

Introduction:

Academic Advisors are 12-month exempt employees paid on a salary basis and not subject to minimum wage and overtime provisions. Pay is not based on the amount of time spent at work, but rather for meeting the responsibilities of the position. Although Academic Advisors will typically be scheduled for forty hours per week, they may be required to work more than regularly scheduled hours in a given workweek. Evening or weekend hours may be required as necessary to meet the needs of students and the University.

The purpose of this workload policy is to provide a mechanism to establish and maintain an appropriate workload for each Academic Advisor. Scheduling flexibility may be set in consultation with the Director or designee. Work schedules may be adjusted to accommodate evening and weekend student appointments, university events, etc. as approved by the Director or designee.

Responsibilities:

All Academic Advisors will be classified as Academic Advisor 1, Academic Advisor 2 or Senior Academic Advisor. (See attached classification descriptions.) Each college/department shall assign specific job responsibilities, consistent with the workload policy and duties typically assigned to Academic Advisors, that will guide the Academic Advisor in daily work assignments.

Work Assignments and Resolution of Workload Problems:

It is expected that Academic Advisors will be responsible for the work listed in their respective position classification description and the college/department specific responsibilities job description. A review of job responsibilities should occur annually as a part of the normal evaluation process.

Academic Advisors may also make a “Request for Individual Workload Review” where there is evidence of the need for continuous hours above the standard 40-hour work week. Factors to be considered include but are not limited to, University level assignments, significant increases in the number of students advised or the addition of new tasks to the academic advisor’s position classification description and the college/department specific responsibilities. If such a review indicates the existence of excessive workload, the Director will address the imbalance by the reassignment of duties.

Flex-Time and Exempt Policies:

Academic Advisors shall be covered by the University Flex-time and Exempt Policies.

Staffing Requirements:

1. All Academic Advisors shall be available for a minimum of 25 hours of direct service hours in a 40-hour week as a primary professional responsibility. Direct service hours are defined as individual advising appointments with students/advisees or group workshops with students/advisees. Classroom presentations should be based on availability of the advisor and should not interfere with individual advising appointments.
2. Academic Advisors are responsible for performing their duties throughout the year, including when school is not in session, unless on approved leave, vacation or on a holiday as described in Section 12 of the CBA.

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Before editing it in Adobe Acrobat Pro

Performance Evaluation – Academic Advisor

Employee Name:

Position Title:

Supervisor Name:

Division:

Type of Review: ☐ Annual ☐ Partial Year

Department:

Date:

Consistently Exceeds Expectations	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Assigned Professional Responsibilities <ol style="list-style-type: none">1. Maintains individual student records as appropriate, updating and evaluating as new information is received.2. Consistently reviews student records to verify that progress is being made toward degree completion and Provides outreach and support to students on probationary status.3. Provides timely answers to student inquires and assists students in the selection of appropriate courses and concentrations in terms of students' stated preferences.4. Regularly assists students in identifying curricular and scheduling issues that may affect their time to degree.5. Prepares accurate summaries and reports as requested.6. Maintains confidentiality of information and performs duties in compliance with applicable laws, policies and procedures related to primary and college/department specific responsibilities.7. Provide dependable year-round specialized academic advising for specified students.8. When applicable, demonstrates satisfactory instruction to students in assigned courses.		Comments:		

Consistently Exceeds Expectations		Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Professional Development <ol style="list-style-type: none"> 1. Participates in scholarly and professional development activities related to student advising, retention, and student success. 2. Communicates effectively with faculty, department chairs/heads, lead advisors, program coordinators, department leadership and dean's office personnel to ensure that accurate data and information is provided to students. 			Comments:		
Consistently Exceeds Expectations		Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Service <ol style="list-style-type: none"> 1. Participation in University, College, and/or departmental committees. 2. Actively participates in registration activities (e.g. summer orientation, pre-registration, late registration, ect.) 3. Prepares communication in support of advising activities. 4. Provides information and referrals regarding University policies, additional resources, programs, and services that will support student success. 			Comments:		

PLANNING

Review of Current Goals / Objectives

Next Fiscal Year Goals / Objectives

Employee Comments (optional):

Note: Submitted to supervisor within 10 Business day of the Performance Evaluation meeting with supervisor.

Acknowledgement: By affixing my signature below, I acknowledge that I have received a copy of this performance evaluation and that I have met with my supervisor to discuss its contents. Further, I acknowledge that my signature does not mean I agree or disagree with the contents and that I may respond as indicated in the above section.

Employee Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____

APPENDIX D

RETRENCHMENT

1. Definition

Retrenchment is defined as a reduction in the number of Academic Advisors.

2. Retrenchment by Attrition and Voluntary Reassignment

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

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

3. Retrenchment by Layoff

A. Layoff is the involuntary reduction in the number of Academic Advisors for educational, business, or economic reasons other than for cause or non-reappointment. Not less than thirty (30) calendar days prior to issuing a notice of layoff as provided in Section 4 below, the Provost will call a special conference in the event the University is considering the layoff of Academic Advisors. The purpose of the special conference will be to inform Association representatives of the contemplated decrease in the work force and to receive input regarding possible alternatives as described in Section 7 below.

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

C. The following order of layoffs will be utilized:

1. non-tenured full-time Academic Advisors;
2. part-time tenured Academic Advisors; and
3. full-time tenured Academic Advisors.

D. With respect to the application of Section 3.C, layoff shall be in inverse order of seniority, consistent with programmatic needs as determined by the Employer, including but not limited to qualifications.

When the Employer departs from compliance with Section 3.C above for “programmatic needs” the president of FFA will be notified in writing by the administration. The written notice will be issued at least thirty (30) days prior to the notification date of layoff and will include but not be limited to the following:

1. Name of Academic Advisors affected;
 2. Reasons for the exception; and
 3. Projected date of layoff.
4. Notification

Academic Advisors who are to be laid off shall be notified sixty (60) calendar days prior to the effective date of the layoff.

5. Layoff Benefits

A. Insurance - Insurance benefits shall be continued to the end of the month in which the layoff occurs and for the following twelve (12) months, even if he/she continues employment in a bargaining unit position on a part-time basis.

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

C. An Academic Advisor who is recalled may either repay the sick leave payout and have his/her sick leave reinstated or start with no accumulated sick leave.

6. Recall

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

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

A recalled Academic Advisor shall have at least the same classification and salary held when laid off, shall retain all sick leave accumulation, subject to Section 5.B, and credits for tenure and sabbatical leave and shall not be considered a new employee.

7. Layoff Alternatives

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

1. Assignment to vacancies consistent with the employee's experience, credentials and qualifications;
2. The buy-out option as described in Section 8.

B. The Employer will send written notice of vacancies to the FFA president and will, for informational purposes, mail written notice of vacancies to Academic Advisors who have been notified of layoff and laid off Academic Advisors on the recall list. Failure to comply with this requirement shall be subject to the grievance procedure; provided however, that the exclusive remedy shall be a twenty-five dollar (\$25) contribution to the Ferris Faculty Association Russell Moffett Scholarship at Ferris State University.

8. Buy-Out

A. A buy out must be offered to each Academic Advisor in the seniority group. The provost/vice president for Academic Affairs may refuse any Academic Advisor the right to participate. Acceptance of a buy-out constitutes termination of employment under the following conditions:

1. The Employer will pay one (1) year's salary at the Academic Advisor's rate of pay at the time of termination. The Academic Advisor may elect to receive the pay in either (1) a lump sum, (2) in installments over the regular academic year, or (3) in installments over the regular fiscal year;
2. Provided the insurance carrier agrees, the life insurance, health insurance and dental insurance in effect at the time of termination will be continued for one (1) calendar year with premiums fully paid by the Employer;
3. Accumulated sick leave will be paid as though the Academic Advisor had retired according to Section 10.1.E.3 of the CBA; and
4. The Academic Advisor forfeits and waives all rights to recall or other options pursuant to this Agreement.

B. The buy-out is effective July 1 for Academic Advisors following termination of employment.

APPENDIX E

14.4 New Faculty Orientation

Add new paragraph

C. An Academic Advisor who has not previously attended new faculty orientation referenced in paragraph “A” above, may be released with pay from regular duties to attend, upon approval of the Academic Advisor’s immediate supervisor.

APPENDIX F

Overload for Academic Advisors

At the discretion of the Director of Academic Advising, Academic Advisors may be assigned up to three, one-credit freshman seminar courses per semester (six credit hours per academic year) as part of the normal work load. Academic Advisors may volunteer for up to three additional credit hours per semester (six credit hours per academic year) in addition to the normal work load. Academic Advisors hired on or before December 31, 2019, shall be paid, in addition to their regular salary, the rate specified in Section 18 D of the CBA for all teaching pursuant to this provision.

Academic Advisors hired after December 31, 2019, shall not receive overload pay for the first three credit hours taught per semester or six credit hours per academic year; however, the overload rate shall be paid for credit hours taught in excess of three per semester or six per academic year.

Position Classification Description

Full-Time 12-month Exempt Position

Position Title: Academic Advisor 1

The following statements describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Position Summary

- a) The primary responsibility of the academic advisor is to provide academic advising which includes assisting students in the development of academic plans and course schedules, advising on academic program changes and meeting with prospective students and their families. Participation in recruitment efforts such as open houses, Dawg Days, and other recruitment and retention events as appropriate, is also expected.
- b) Each college/department shall assign specific job responsibilities that will guide the academic advisor in daily work assignments.
- c) This is a 12-month salaried position with the expectation that the employee will work 40 hours per week. Additional hours on evenings or weekends may be required as necessary to meet the needs of students and the university. Academic Advisors have access to the University Flex-time and Exempt Policies with prior approval, when possible, from the department administrator.
- d) Other duties may include, but are not limited to, assisting with summer orientation and registration, responding to inquiries regarding programs, maintaining communication with students, and teaching a freshmen seminar course (or another course as appropriate) up to three credit hours per semester or six credit hours per academic year.

Assigned Professional Responsibilities:

- 1. The primary responsibility of the academic advisor is to provide academic advising which includes assisting students in the development of academic plans and course schedules, advising on academic program changes and meeting with prospective students and their families.
- 2. Demonstrated understanding of academic program planning and application of advising theory with related experience.
- 3. Maintains individual student records as appropriate, updating and evaluating as new information is received.
- 4. Consistently reviews student's records to verify that progress is being made toward degree completion and provides outreach and support to students on probationary status.

5. Provides timely answers to student inquiries and assists students in the selection of appropriate courses and concentrations in terms of students' stated preferences.
6. Regularly assists students in identifying curricular and scheduling issues that may affect their time to degree.
7. Prepares accurate summaries and reports as requested.
8. Maintains confidentiality of information and performs duties in compliance with applicable laws, policies and procedures related to primary and college/department specific responsibilities.
9. Provides dependable year-round specialized academic advising for specified students.
10. When applicable, demonstrates satisfactory instruction to students in assigned courses.

Professional Development

1. Participates in scholarly and professional development activities related to student advising, retention, and student success.
2. Active membership in professional organizations.
3. Communicates effectively with faculty, department chairs/heads, lead advisors, program coordinators, department leadership, and dean's office personnel to ensure that accurate data and information is provided to students.

Service

1. Participation in University, College, and/or departmental committees.
2. Actively participates in registration activities (e.g. summer orientation, pre-registration, late registration, etc.)
3. Prepares communication in support of advising activities and initiatives.
4. Provides information and referrals regarding University policies, additional resources, programs, and services that will support student success.

Required Education:

Master's degree in a related field and at least one year of relevant experience, preferably in a higher education setting.

Knowledge and Abilities Required

Ability to:

- Communicate effectively, both orally and in writing.
- Create and update student records.
- Gather data, compile information, and prepare reports.
- Maintain calendars and scheduled appointments.
- Use independent judgment and to manage confidential information.

- Work independently to meet deadlines and timelines.
- Analyze and solve problems related to professional responsibilities.
- Review and understand course prerequisites, program course requirements and graduation requirements.
- Review student transcripts and/or records for advising purposes.

Knowledge of:

- Academic standards governing student probation, suspension, and/or expulsion.
- Student persistence and completion issues.

Position Classification Description

Full-Time 12-month Exempt Position

Position Title: Academic Advisor 2

The following statements describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Position Summary

- a) The primary responsibility of the academic advisor is to provide academic advising which includes assisting students in the development of academic plans and course schedules, advising on academic program changes and meeting with prospective students and their families. Participation in recruitment efforts such as open houses, Dawg Days, and other recruitment and retention events as appropriate, is also expected.
- b) Each college/department shall assign specific job responsibilities that will guide the academic advisor in daily work assignments.
- c) This is a 12-month salaried position with the expectation that the employee will work 40 hours per week. Additional hours on evenings or weekends may be required as necessary to meet the needs of students and the university. Academic Advisors II have access to the University Flex-time and Exempt Policies with prior approval, when possible, from the department administrator.
- d) Other duties may include, but are not limited to, assisting with summer orientation and registration, responding to inquiries regarding programs, maintaining communication with students, and teaching a freshmen seminar course (or another course as appropriate) up to three credit hours per semester or six credit hours per academic year.

Assigned Professional Responsibilities:

- 1. The primary responsibility of the academic advisor is to provide academic advising which includes assisting students in the development of academic plans and course schedules, advising on academic program changes and meeting with prospective students and their families.
- 2. Maintains individual student records as appropriate, updating and evaluating as new information is received.
- 3. Consistently reviews student's records to verify that progress is being made toward degree completion and provides outreach and support to students on probationary status.
- 4. Provides timely answers to student inquiries and assists students in the selection of appropriate courses and concentrations in terms of students' stated preferences.

5. Regularly assists students in identifying curricular and scheduling issues that may affect their time to degree.
6. Prepares accurate summaries and reports as requested.
7. Maintains confidentiality of information and performs duties in compliance with applicable laws, policies and procedures related to primary and college/department specific responsibilities.
8. Provides dependable year-round specialized academic advising for specified students.
9. When applicable, demonstrates satisfactory instruction to students in assigned courses.
10. Demonstrated mastering of academic program planning and advising theory.

Professional Development

1. Participates in scholarly and professional development activities related to student advising, retention, and student success.
2. Active membership in professional organizations.
3. Communicates effectively with faculty, department chairs/heads, lead advisors, program coordinators, department leadership, and dean's office personnel to ensure that accurate data and information is provided to students.
4. Attend professionally related conferences (such as NACADA), workshops and seminars.
5. Participate in committees of professionally related organizations.

Service

1. Participation in University, College, and/or departmental committees.
2. Actively participates in registration activities (e.g. summer orientation, pre-registration, late registration, etc.)
3. Prepares communication in support of advising activities and initiatives.
4. Provides information and referrals regarding University policies, additional resources, programs, and services that will support student success.
5. Actively advise at least one student organization.

Required Education:

Master's degree in a related field and at least three years of directly relevant experience in a higher education setting.

Knowledge and Abilities Required

Ability to:

- Communicate effectively, both orally and in writing.
- Create and update student records.
- Gather data, compile information, and prepare reports.

- Maintain calendars and scheduled appointments.
- Use independent judgment and to manage confidential information.
- Work independently to meet deadlines and timelines.
- Analyze and solve problems related to professional responsibilities.
- Review and understand course prerequisites, program course requirements and graduation requirements.
- Review student transcripts and/or records for advising purposes.

Knowledge of:

- Academic standards governing student probation, suspension, and/or expulsion.
- Student persistence and completion issues.

Position Classification Description

Full-Time 12-month Exempt Position

Position Title: Senior Academic Advisor

The following statements describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Position Summary

- a) The primary responsibility of the academic advisor is to provide academic advising which includes assisting students in the development of academic plans and course schedules, advising on academic program changes and meeting with prospective students and their families. Participation in recruitment efforts such as open houses, Dawg Days, and other recruitment and retention events as appropriate, is also expected.
- b) Each college/department shall assign specific job responsibilities that will guide the academic advisor in daily work assignments.
- c) This is a 12-month salaried position with the expectation that the employee will work 40 hours per week. Additional hours on evenings or weekends may be required as necessary to meet the needs of students and the university. Senior Academic Advisors have access to the University Flex-time and Exempt Policies with prior approval, when possible, from the department administrator.
- d) Other duties may include, but are not limited to, assisting with summer orientation and registration, responding to inquiries regarding programs, maintaining communication with students, and teaching a freshmen seminar course (or another course as appropriate) up to three credit hours per semester or six credit hours per academic year.
- e) A Senior Academic Advisor must have attained tenure.

Assigned Professional Responsibilities:

1. The primary responsibility of the academic advisor is to provide academic advising which includes assisting students in the development of academic plans and course schedules, advising on academic program changes and meeting with prospective students and their families.
2. Maintains individual student records as appropriate, updating and evaluating as new information is received.
3. Consistently reviews student's records to verify that progress is being made toward degree completion and provides outreach and support to students on probationary status.
4. Provides timely answers to student inquiries and assists students in the selection of appropriate courses and concentrations in terms of students' stated preferences.

5. Regularly assists students in identifying curricular and scheduling issues that may affect their time to degree.
6. Prepares accurate summaries and reports as requested.
7. Maintains confidentiality of information and performs duties in compliance with applicable laws, policies and procedures related to primary and college/department specific responsibilities.
8. Provides dependable year-round specialized academic advising for specified students.
9. When applicable, demonstrates satisfactory instruction to students in assigned courses.
10. Demonstrated mastering of academic program planning and advising theory.
11. Teaching a freshmen seminar course (or another course as appropriate) up to 3 credit hours.
12. Writing research proposals and grant applications.

Professional Development

1. Participates in scholarly and professional development activities related to student advising, retention, and student success.
2. Active membership in professional organizations.
3. Communicates effectively with faculty, department chairs/heads, lead advisors, program coordinators, department leadership, and dean's office personnel to ensure that accurate data and information is provided to students.
4. Attend professionally related conferences (such as NACADA), workshops and seminars.
5. Participate in committees of professionally related organizations.
6. Serves in a leadership role such as a chair, co-chair, board member, committee member or sub-committee member in at least one organization related to academic advising, recruitment, retention and/or student success.
7. A demonstrated understanding of and preference for collaborative approaches to planning and problem solving.

Service

1. Participation in University, College, and/or departmental committees.
2. Actively participates in registration activities (e.g. summer orientation, pre-registration, late registration, etc.)
3. Prepares communication in support of advising activities and initiatives.
4. Provides information and referrals regarding University policies, additional resources, programs, and services that will support student success.
5. Actively advise at least one student organization.
6. Coordination of University or departmental, college or campus committee.
7. Provide service to the profession by actively participating at professionally related conferences (such as NACADA), workshops and seminars such as hosting sessions, participating in focus groups and volunteering, presenting and/or facilitating.

Required Education:

Master's degree in a related field and at least five years of directly relevant experience in a higher education setting.

Knowledge and Abilities Required

Ability to:

- Communicate effectively, both orally and in writing.
- Create and update student records.
- Gather data, compile information, and prepare reports.
- Maintain calendars and scheduled appointments.
- Use independent judgment and to manage confidential information.
- Work independently to meet deadlines and timelines.
- Analyze and solve problems related to professional responsibilities.
- Review and understand course prerequisites, program course requirements and graduation requirements.
- Review student transcripts and/or records for advising purposes.

Knowledge of:

- Academic standards governing student probation, suspension, and/or expulsion.
- Student persistence and completion issues.



FERRIS STATE UNIVERSITY

HUMAN RESOURCES

HR Related Policies & Procedures

Effective Date: October 22, 2004

FSU-HRPP 2005:32

Vacation

COVERED EMPLOYEES

- Full-Time Administrative
- Full-Time Support
- Full-Time Temporary
- Bargaining Unit Employees

Board of Trustees Employee Definitions

Note: Bargaining unit employees are covered by the terms and agreements of the collective bargaining agreement (CBA). Please refer to the CBA for details.

BOT POLICY

Sec. 6-700. Statement of Principle. The University provides various benefits to its full-time employees to allow them to take time off from their work duties. The President, or his/her designee, shall develop policy and procedures regarding the accumulation, use and other administrative consideration of these benefits. The collective bargaining unit agreement will define the benefit for employees covered under the terms of such agreement.

Sec. 6-705. Vacation. Full-time employees are eligible for paid vacation leave. Full-time non-bargaining unit employees will accrue up to one hundred and sixty (160) hours per year, equivalent to six and fifteen hundredths (6.15) hours per biweekly pay period as vacation time provided the employee is paid for 80 hours. Applicable collective bargaining unit agreements will define full-time vacation accrual and procedures for covered employees. Vacation time will be prorated if full-time employee is paid for less than 80 hours in a pay period.

HR PROCEDURES/DESCRIPTION/DEFINITIONS

- I. Vacation will not be available for use until after six months of full-time employment, at which time an employee can take up to the accrued vacation

credit earned. In unusual instances, the divisional vice president may approve use of accrued vacation credit before the completion of six (6) months.

- II. Vacation time is granted to full-time employees so there may be some time for rest and relaxation away from work. Employees are encouraged to use their vacation and not accrue large amounts of unused vacation time. Because of that, accumulated vacation beyond the maximum annual accrual will not be carried over into the new fiscal year (or past the anniversary date of employment for various bargaining units) without approval of the employee's vice president. For example, full-time non-bargaining unit employees may not carry more than 160 hours of vacation into a new fiscal year.
- III. Vacation time must be requested and approved in advance by the unit supervisor.
- IV. Employees on leave without pay will not accrue vacation hours.
- V. If an employee works less than 6 months, the employee automatically forfeits his/her right to all accumulated vacation leave. After six months or more continuous service, an employee will be paid for all vacation leave accrued through his/her termination date.
- VI. In case of death, payment for any accrued vacation credit shall be made to the employee's estate upon receipt of the death certificate.
- VII. Vacation time may not be used as part of proper notice of termination or retirement unless approved by the vice president.

RESPONSIBILITY

Employee: Complete and submit in advance an Excused Absence form.

Supervisor: Make decision regarding vacation request in a timely manner and inform employee.

Refer Questions To: Human Resources



FERRIS STATE UNIVERSITY

HUMAN RESOURCES

Human Resources Policy & Procedures

Effective Date: March 24, 2019

FSU-HRPP 2019:01

Sick Time and Short Term Disability

COVERED EMPLOYEES

- Full-Time Administrative
- Full-Time Support
- Bargaining Unit Employees
- Part-Time, including Kendall College of Art and Design (KCAD)
- Full-Time Temporary, including KCAD

Board of Trustees Employee Definitions

Note: Bargaining unit employees are covered by the terms and agreements of the collective bargaining agreement (CBA). Please refer to the CBA for details.

BOT POLICY

Sec. 6-700. Statement of Principle. The University provides various benefits to its employees to allow them to take time off from their work duties. The President, or his/her designee, shall develop policy and procedures regarding the accumulation, use and other administrative consideration of these benefits. The collective bargaining unit agreement will define the benefit for employees covered under the terms of such agreement.

Sec. 6-701. Accrual and Use of Sick Time, and Short Term Disability.

All continuing full-time employees are covered under one of two University sick leave programs.

- (1) Non-bargaining unit employees hired on or after July 1, 2001, and bargaining unit employees who are covered under the terms of a collective bargaining unit agreement which provides for this coverage, are covered under the terms and conditions of the Temporary Disability Income Continuation Plan, referred to as the Short Term Disability (STD) program.

- (2) Non-bargaining unit employees hired prior to July 1, 2001, and bargaining unit employees who are covered under the terms of a collective bargaining unit agreement which provides for this coverage, have the option to be covered under a sick leave accrual program, earning 4.00 hours of sick leave each 80-hour pay period, or be covered under the STD program. Sick leave accrual (for those under this benefit option) will be pro-rated if the employee is paid for less than the normal 80 hours per pay period. Non-bargaining unit employees who are covered under the sick accrual system have the irrevocable option to opt out of the accrual system and into the STD program during an annual benefit open enrollment period.

Sick leave coverage for bargaining unit employees is controlled by the respective bargaining unit agreements.

The Administration is also authorized to provide sick leave where required to comply with the Michigan Paid Medical Leave Act (PMLA) enacted in December 2018, effective no later than March 29, 2019, unless the applicable employee(s) is covered by a current collective bargaining agreement. The sick leave provisions of the collective bargaining agreements in effect in March 2019 shall apply until a successor agreement is in effect.

HR PROCEDURES/DESCRIPTION/DEFINITIONS

- I. General sick leave provisions for all eligible University employees:
 - A. Paid sick time may be taken for the employee or his/her family members for any of the following: serious health conditions, as defined by the HRPP - FMLA Policy and HRPP - Medical Leave of Absence Policy, mental illness, physical illness, health condition, injury, preventative medical care, medical appointments, school and child care closures due to a public health emergency and for domestic violence and sexual assault situations.
 - B. An employee may be requested to provide satisfactory proof of qualified need for leave. If proof is requested, the employee will have three (3) business days to provide the documentation. An employee may also be required to provide satisfactory proof of the ability to return to, or to continue working.
 - C. In the event of death, termination other than for just cause, or qualified retirement, unused sick time will be paid to the employee or his/her estate at fifty percent of the cash value to a maximum of 800 hours. The paid sick time will be computed at the employee's current rate of pay. Disbursement of the sick time payment shall be in a lump sum and shall be paid by a payroll check subject to normal payroll taxes and withholding.
 - D. In cases of qualified retirement, the employee may elect to receive payment of unused sick time, as described above in paragraph "C", in January following his/her retirement. This benefit will only be paid once per employee. The term "qualified retirement", as used in this section, means the retirement of an employee who, upon retirement from the University,

1. Has worked full-time at the University for 30 years/or meets the eligibility requirement for the full 30-year MPSERS retirement, or
 2. Is at least 55 years of age and has worked for the University for at least 15 years of full-time employment, or
 3. Is at least 60 years of age and has worked for the University for at least 10 years of full-time employment. See HRPP Retirement Policy.
- E. Unless otherwise provided in this section, an employee will not be compensated for unused sick time upon termination of his/her employment. Any unused sick time will be forfeited.
- F. An employee on extended sick time (usually 5 or more days) will be required to report the use of sick time under the University FMLA policy, if eligible for FMLA. In some instances, FMLA reporting of sick time will be done for shorter time periods (such as an employee using Intermittent FMLA, if an anticipated short use of sick time becomes extended, etc).
- G. The employee may use sick time privileges for reasons defined above in paragraph "A" (even if not covered under FMLA) for a member of the employee's family (spouse, parent, child, grandparent, grandchild, sibling or spouse's parent) to a maximum of five (5) days per incident.
- II. For employees covered under the sick leave accrual system:
- A. Four (4.00) hours of sick time are accrued each bi-weekly pay period. This benefit will be prorated if the employee receives pay for less than full-time hours. A full-time employee on leave of absence without pay will not accumulate sick time during the leave.
- B. An employee hired into a full-time position prior to July 1, 2001 will be covered under the sick leave accrual system unless during the annual open enrollment period, the employee elects to opt out of the sick accrual program and into the Short Term Disability Program (STD). (The STD program is described in section III.) The opt-out election to the Short Term Disability Plan is irrevocable and the employee cannot return to the sick leave accrual program. Any accrued sick time that is in the employee's sick leave bank at the time of the transfer to the STD plan, will remain in the employee's sick bank to be used in accordance with applicable policies.
- C. Unused sick time will be accumulated by each eligible non-bargaining unit employee to a maximum of 2,400 hours. Maximum sick leave accrual for bargaining unit employees is explained in the respective collective bargaining unit agreement.

- III. For employees covered under the Temporary Disability Income Coverage (hereafter referred to as the Short Term Disability (STD) plan):
- A. This plan is available to non-bargaining unit employees and only to bargaining unit employees if this benefit has been bargained into their bargaining unit contract.
 - B. An employee hired on or after July 1, 2001, will be credited with 104 hours of sick time each July 1, pro-rated for those employees who begin coverage after July 1 or who are off without pay. For example: an employee who is hired in October will receive 10 days (80 hours) of sick time for the first year, through the following June 30, while a new employee hired in February would receive 6 days (48 hours).
 - C. Unused sick hours will not carry over into the next fiscal year.
 - D. The employee will receive, upon medical review and approval, a benefit of 75% of base salary on the first day following an accident or the 8th day of an illness, or upon expiration of his/her 'sick bank', whichever occurs later.
 - E. Vacation time will not accrue when an employee is receiving STD benefits. Vacation will continue to accrue while the employee is using the 13 annual sick days and any sick time from the employee's 'sick bank', when applicable.
 - F. An employee covered under the STD plan will be paid off for half of his/her sick accrual upon qualified retirement, death, or termination other than for just cause, in the same manner as an employee who is covered by the sick leave accrual system, described above.
 - G. Family and Medical Leave Act and STD will run concurrently. If an employee is eligible for FMLA, he/she will continue to have University-provided medical benefits while on STD. However, when FMLA has been exhausted, the employee will be responsible for payment of the medical benefit pursuant to the COBRA provisions.
 - H. All retirement contributions (employer and employee) will continue while on STD.
 - I. One of the annual sick days, if available, will be available to use as Personal Day chargeable to sick per the Personnel Policies.
 - J. Employees who are covered under the sick leave accrual system and then elect to switch into the STD program can maintain their sick leave balance and must use those sick leave hours before receiving the STD benefit.

- IV. For non-bargaining unit employees hired into a part-time salary position and working an average of 25 or more hours per week or a full-time Administrative/Administrative Support Temporary position will be covered under the 40 hours annual sick leave grant:
- A. Covered employees will be credited with 40 hours of sick time each July 1, pro-rated for those employees who begin coverage after July 1 or who are off without pay. For example: an employee who is hired in October will receive 30 hours of sick time for the first year, through the following June 30, while a new employee hired in March would receive 13 hours.
 - B. Unused sick hours will not carry over into the next fiscal year.
 - C. Seasonal employees working fewer than 25 weeks are excluded from this sick leave program.
 - D. KCAD Continuing Studies Instructors are exempt and excluded from this sick leave program.
- V. For non-bargaining unit employees hired into a part-time hourly position and working an average of 25 or more hours per week or a full-time Temporary Service position will be covered under the 40 hours annual sick leave accrual system, earning up to 1 hour of sick leave per week, with an annual maximum of 40 hours:
- A. Covered employees will earn up to two (2.00) hours of sick leave time, accrued each bi-weekly pay period. This benefit will be prorated based on the number of hours the employee works. An employee on leave of absence without pay will not accumulate sick time during the leave.
 - B. Unused sick time will be accumulated by each eligible non-bargaining unit employee to a maximum of 40 hours.
 - C. Up to 40 hours of unused sick time can be carried over into the next fiscal year.
 - D. Seasonal employees working fewer than 25 weeks are excluded from this sick leave program.
 - E. KCAD Continuing Studies Instructors are exempt and excluded from this sick leave program.

RESPONSIBILITY

Employee: Notify supervisor of need to use sick time as promptly as possible, and provide verification when required. Complete required leave time request. Employees covered under the STD program should contact the STD company to begin the claims process and/or contact Human Resources for assistance.

Supervisor: Record the absence for payroll processing in the appropriate pay period.
May request verification from the employee of the need for sick leave.

Refer Questions To: Human Resources



FERRIS STATE UNIVERSITY

HUMAN RESOURCES

HR Related Policies & Procedures

Effective Date: August 16, 2013

FSU-HRPP 2014:02

Exempt Employee Exception Time Reporting

COVERED EMPLOYEES

- All Exempt Employees

Note: Bargaining unit employees are covered by the terms and agreements of the collective bargaining agreement (CBA). Please refer to the CBA for details. To the extent the rights under an applicable CBA are inconsistent with this policy, the terms of that CBA will be applied.

HR PROCEDURES/DESCRIPTION/DEFINITIONS

On August 23, 2004, the Department of Labor updated the current Fair Labor Standard Act to modernize the requirements for determining employee exemption status. Those employees who qualify for the white collar exemption are considered by Federal law and the University as exempt. Exempt employees are:

- Generally paid on a salary basis, and not subject to minimum wage and overtime provisions
- Not eligible for overtime pay for work performed in excess of forty (40) hours per week and not eligible for compensatory time (time off).
- Overall, pay is not based on the amount of time spent at work, but rather for meeting the responsibilities of the position. This means an exempt employee may be required to work more than regularly scheduled hours in a given workweek.

RESPONSIBILITY

Employee: Follow department/unit time-off procedures for Supervisor approval. Leave time shall be reported in half-day (normally four hours) increments when working less than half-day. No leave shall be recorded when working more than half-day.

Supervisor: Supervisor shall establish time off approval processes to meet the needs of the department/unit. Time shall not be recorded in less than half day (normally four hours) increments for exempt employees.

Exempt employees are required to fulfill the responsibilities of the position. The recording of half days does not prevent the supervisor from inquiring about schedules or assuring that the employee is meeting the expectations of the position either from an attendance or productivity perspective. Docking of pay for exempt employees (when no

leave time is available) normally should only occur when no work is performed for a full day and the employee is off for personal reasons or has exhausted paid sick leave. Recording leave in hourly increments is permitted for absences covered under the Family and Medical Leave Act, and partial day deductions may be made for those absences.

Refer Questions To: Any questions regarding pay, time reporting, or FLSA exemption status should be directed to the Human Resources Office as soon as is practicable.

RECORDING OF LEAVE TIME FOR EXEMPT EMPLOYEES

Frequently Asked Questions

Leave time is expected to be scheduled and approved by the employee's supervisor in advance whenever possible. Exempt employees are required to fulfill the responsibilities of their position. This recording requirement does not prevent the supervisor from inquiring about schedules or assuring that the employee is meeting the expectations of the position either from an attendance or productivity perspective.

What happens if I am gone for a one-hour dentist appointment?

Exempt employees do not need to record any absences that are less than a half day (four hours). In this case, the employee would not record any leave time.

Does it matter why I am gone? What if I am gone for two hours to deal with personal family matters?

Again, exempt employees do not need to record any absences that are less than a half day. In this example, no leave time would be recorded. In cases where exempt employees record leave time in half-day increments, the reason they are gone would determine if the time should be charged to sick, vacation, etc.

What happens if I am gone for five hours?

The exempt employee would report a half-day absence and charge it to the appropriate leave time category. Since recording of time is in half-day increments, the employee would not have to record any time in excess of the half day, until it becomes a full day.

What happens if I normally work an 8:00 a.m. to 5:00 p.m. schedule, and I come in late, like 1:00 p.m., but I work until 9:00 p.m.?

Exempt employees are eligible for short-term flexible work schedules as approved by their supervisors. If the supervisor approves this sort of flexible work schedule, the employee would not have to record any leave time. It should be noted that not all positions can be granted flexible work schedules due to the nature of the work, and supervisors may modify, suspend or rescind any flexible work arrangement.

If I am expected to work on a weekend or in the evening, can I take time off during the normal work day without charging time?

If a supervisor approves this flexible work schedule, the answer would be yes. There is no compensatory time for exempt employees and, therefore, this is not an hour-for-hour exchange. It does not even need to occur within the same work week. It is not unusual for exempt employees to have to work evenings or weekends in addition to normal office hours often exceeding forty (40) hours per week. Exempt employees are responsible for performing the duties of the position.

How do I record the extra hours I work?

Exempt employees are not eligible for overtime. There is no way to record additional hours in the University system, since exempt employees are paid their regular bi-weekly salary, and only exceptions (time when leave time is reported) are recorded in the system, now in half-day increments. Additional hours over forty (40) are not recorded.