## AGREEMENT

## between the

## **BOARD OF TRUSTEES**

## of the

## **GRAND RAPIDS COMMUNITY COLLEGE**

and the

## FACULTY ASSOCIATION

of the

# **GRAND RAPIDS COMMUNITY COLLEGE**

2016-2019

## **TABLE OF CONTENTS**

	CLE 1 - PREAMBLE	
ARTI	CLE 2 - FACULTY ASSOCIATION RIGHTS	5
А.	RECOGNITION	
В.	OTHER ORGANIZATIONS	5
C.	INDIVIDUAL NEGOTIATIONS	6
D.	ASSOCIATION DUES DEDUCTIONS	б
E.	BOARD AGENDA	б
F.	FACULTY ASSOCIATION RELEASE TIME	б
ARTI	CLE 3 - FACULTY MEMBERS' RIGHTS	7
A.	RIGHT TO ORGANIZE	7
В.	MEMBER DEFINITIONS	7
C.	BUILDINGS AND EQUIPMENT	
D.	RECORDS	
E.	PROBATION AND TENURE	7
F.	TEMPORARY CONTRACTS	
G.	AFFILIATE FACULTY POSITIONS	
H.	ASSOCIATION-ADMINISTRATION MEETINGS	9
I.	FACULTY COMMUNICATIONS WITH THE PUBLIC	9
J.	ACADEMIC FREEDOM	
Κ.	NOTIFICATION OF DISCIPLINARY CONFERENCE	9
L.	DEPARTMENT HEAD	10
M.	PROGRAM DIRECTORS	
ARTI	CLE 4 - BOARD OF TRUSTEES RIGHTS	
A.	RESPONSIBILITIES	
B.	AUTHORITY	
C.	POLICIES AND PROCEDURES	
_		
D.	ADMINISTRATIVE STAFF	
2.		
ARTI	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION	11
ARTI		
ARTI ARTI	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION	11 
ARTI ARTI A.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS	<b>11</b> 
ARTI ARTI A. B.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS	
ARTI ARTI A. B. C.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS	<b>11</b> <b>12</b> 12 13 15 17
ARTI ARTI A. B. C. D.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY	<b>11</b> <b>12</b> 12 13 15 17 18
ARTI ARTI A. B. C. D. E.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS	<b>11</b> <b>12</b> <b>12</b> <b>13</b> <b>15</b> <b>17</b> <b>18</b> <b>19</b>
ARTI ARTI A. B. C. D. E. F.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY	<b>11</b> <b>12</b> <b>13</b> <b>15</b> <b>17</b> <b>18</b> <b>19</b> <b>10</b> <b>11</b> <b>12</b> <b>13</b> <b>15</b> <b>17</b> <b>18</b> <b>19</b> <b>19</b> <b>10</b> <b>11</b> <b>12</b> <b>13</b> <b>15</b> <b>16</b> <b>17</b> <b>18</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>10</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b> <b>11</b>
ARTI ARTI A. B. C. D. E. F. G.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD	11         12         13         15         17         18         19         22
ARTI ARTI A. B. C. D. E. F. G. H. I.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS	11         12         13         15         17         18         19         19         22         24
ARTI ARTI A. B. C. D. E. F. G. H. I.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING	11         12         13         15         17         18         19         22         24         25
<b>ARTI</b> <b>ARTI</b> A. B. C. D. E. F. G. H. I. <b>ARTI</b>	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND BENEFITS SALARY SCHEDULES SALARY FOR OVERLOAD	11         12         13         15         17         18         19         22         24         25         25
<b>ARTI</b> <b>ARTI</b> A. B. C. D. E. F. G. H. I. <b>ARTI</b> A.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND BENEFITS SALARY SCHEDULES SALARY FOR OVERLOAD	11         12         13         15         17         18         19         22         24         25         25
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND BENEFITS	11         12         13         15         17         18         19         22         24         25         25         25
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS	11         12         13         15         17         18         19         22         24         25         25         25         25         25         25         25         25
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C. D.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS ICLE 7 - SALARY, WAGES AND BENEFITS SALARY SCHEDULES SALARY FOR OVERLOAD SALARY FOR OVERLOAD SALARY - EXTRACURRICULAR - PROJECT SEMINARS LONGEVITY	11         12         13         15         17         18         19         22         24         25          25          25 <t< td=""></t<>
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C. D. E.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS	11         12         13         15         17         18         19         22         24         25         26
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C. D. E. F. F.	ICLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION ICLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS. OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS ICLE 7 - SALARY, WAGES AND BENEFITS SALARY SCHEDULES SALARY FOR OVERLOAD. SALARY FOR OVERLOAD. SALARY - EXTRACURRICULAR - PROJECT SEMINARS LONGEVITY TRAVEL TIME PAY AND MILEAGE REIMBURSEMENT SALARY SCHEDULE CREDIT	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C. D. E. F. G. E. F. G.	ICLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION ICLE 6 - GENERAL WORKING CONDITIONS CALENDARS. WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS ICLE 7 - SALARY, WAGES AND BENEFITS SALARY SCHEDULES SALARY FOR OVERLOAD LONGEVITY TRAVEL TIME PAY AND MILEAGE REIMBURSEMENT SALARY SCHEDULE CREDIT SALARY	11         12         13         15         17         18         19         22         24         25         25         25         25         25         25         25         25         25         25         25         25         25         25         25         25         26         26         26
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C. D. E. F. G. H. E. F. G. H.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS CALENDARS WORKLOADS CONDITIONS SENIORITY STUDENTS AND RECORDS OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY OVERLOAD DISTANCE LEARNING INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS CLE 7 - SALARY, WAGES AND BENEFITS SALARY SCHEDULES SALARY FOR OVERLOAD SALARY FOR OVERLOAD SALARY - EXTRACURRICULAR - PROJECT SEMINARS LONGEVITY TRAVEL TIME PAY AND MILEAGE REIMBURSEMENT SALARY SCHEDULE CREDIT SALARY SCHEDULE CREDIT SALARY TERMINAL DEGREE PAY	11         12         13         15         17         18         19         19         22         24         25         25         25         25         25         25         25         25         25         25         25         25         25         25         25         25         26         26         26         26
ARTI A. B. C. D. E. F. G. H. I. A. B. C. D. E. F. G. H. I. E. F. G. H. I. I. I. I. I. A. I. I. A. I. J. I. J. J. E. F. G. H. I. I. J. J. J. J. J. J. J. J. J. J. J. J. J.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION         ICLE 6 - GENERAL WORKING CONDITIONS         CALENDARS	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$
ARTI ARTI A. B. C. D. E. F. G. H. I. ARTI A. B. C. D. E. F. G. H. I. E. F. G. H. I. J.	CLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION CLE 6 - GENERAL WORKING CONDITIONS	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

N.	HOLIDAY PAY (Hourly faculty members)		
О.	PAYROLL		
P.	INSURANCE		
Q.	PAYROLL DEDUCTIONS		
Ŕ.	GRAND RAPIDS COMMUNITY COLLEGE TUITION REIMBURSEMENT		
S.	PARKING		
Т.	AUTOMOBILE VANDALISM AND/OR THEFT		
U.	TUITION REIMBURSEMENT FOR FULL-TIME FACULTY MEMBERS		
V.	PROFESSIONAL EXPENSES		
W.			
X.	RETIREMENT PAY		
Y.	WELLNESS		
	ICLE 8 - LEAVES OF ABSENCE WITHOUT PAY		39
A.	PERSONAL ILLNESS		
А. В.	FAMILY AND MEDICAL LEAVE ACT		
C.	MILITARY		
D.	SELF-IMPROVEMENT THROUGH STUDY		
D. E.	DEPENDENT CHILD CARE		
E. F.	ASSOCIATION LEAVE		
г. G.	OTHER LEAVES		
			41
	ICLE 9 - LEAVES OF ABSENCE WITH PAY		.41
A.	SABBATICAL LEAVE		
B.	SICK LEAVE OR BEREAVEMENT		
C.	OTHER LEAVES		
D.	FACULTY MEMBER PERSONAL BUSINESS LEAVE		
E.	VACATION		
F.	SICK LEAVE BANK		
G.	TIME FOR TIME TRADE		
	ICLE 10 - GRIEVANCE PROCEDURES		. 46
А.	DEFINITIONS		
В.	PURPOSE		
C.	PROCEDURE		
D.	TIME LIMITS		
E.	DEMOTION AND DISCHARGE		
F.	NON-GRIEVABLE ITEMS		
G.	DISCIPLINE		
ARTI	ICLE 11 - NO STRIKE CLAUSE		. 50
А.	NO STRIKE		
В.	DISCIPLINE OR PENALTIES	50	
C.	VIOLATION		
ARTI	ICLE 12 - LAYOFF, RECALL & NEW POSITIONS	•••••	.51
A.	LAYOFF		
В.	RECALL		
C.	NEW POSITIONS		
D.	LAYOFF PROVISIONS UNIQUE TO JOB TRAINING		
ARTI	ICLE 13 - MISCELLANEOUS	••••••	.53
А.	AGREEMENT COPIES		-
B.	CONTRARY TO LAW		
C.	PRIOR AGREEMENTS		
D.	FACILITIES PRIORITY		
Е.	TUBERCULIN SKIN TESTS AND/OR X-RAYS, TEST, AND INOCULATIONS		
	ICLE 14 - NEGOTIATIONS		.54
	ICLE 15 - PROVISIONS UNIQUE TO TRAINING SOLUTIONS FACULT		
1 3 <b>1</b> 1 1	The residue of the residue for the second factor		

ARTICLE 16 - PROVISIONS UNIQUE TO LABORATORY TECHNICIANS AND	
TUTORIAL LABORATORY COORDINATORS FACULTY	57
ARTICLE 17 – EVALUATION SYSTEM	63
ARTICLE 18 – DURATION OF CONTRACT	80

Appendix A:	Calendars	
Appendix B:	Salary Schedules	
Appendix C:	Job Assignment	
Appendix D:	Current Departments/Programs and Academic Areas	95
Appendix E:	Extra Curricular Remuneration	
Appendix F:	Pay Rates, In Contact Hours (CH), For "Project Seminar" Courses	
Appendix G:	Health Care Option Plans	
Appendix H:	Memos of Understanding	
Appendix I:	Department Head/Program Director Evaluation	
**		

#### **COLLECTIVE BARGAINING AGREEMENT**

This collective bargaining agreement entered into the 12th day of December, 2016, by and between the BOARD OF TRUSTEES OF THE GRAND RAPIDS COMMUNITY COLLEGE, hereinafter referred to as the "College," and the FACULTY ASSOCIATION OF THE GRAND RAPIDS COMMUNITY COLLEGE, an unincorporated association hereinafter referred to as the "ASSOCIATION."

## **ARTICLE 1 - PREAMBLE**

The College and the Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, terms and conditions of employment, and all other areas subject to bargaining. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargaining subjects. Agreement has been reached between the parties hereto, including formal ratification of the terms hereof by the governing body of the Board of Trustees of the Grand Rapids Community College and by the College Faculty represented by the Association.

## **ARTICLE 2 - FACULTY ASSOCIATION RIGHTS**

## A. RECOGNITION

1. The College recognizes the Association as the exclusive bargaining representative for the Grand Rapids Community College faculty. Faculty includes all classroom faculty, counselors, librarians, program directors, department heads, and all positions/assignments identified in Appendix C.

Excluded from this unit is the total administrative staff, including those holding positions/assignments with management or support services.

Positions within the Faculty Association as of August 31, 2007, shall remain in the Faculty Association.

2. The College and the Association agree to discuss the placement of any new positions/assignments. Those created during the life of the Agreement will be added to the unit provided the majority of responsibilities are similar to work performed by classroom faculty, counselors, librarians, program directors, department heads, or any positions/assignments identified in Appendix C.

The College will notify, in writing, the chief negotiator and all officers of the Association of all job openings at the College. The Association will then notify the College in writing of which positions/assignments the Association wishes to discuss. Written notification includes via email.

This process does not limit remedies provided by the appropriate labor relations board.

3. Positions shall include any assignments of bargaining unit responsibilities.

#### B. OTHER ORGANIZATIONS

The Board agrees not to negotiate with any other labor representative concerning salary, hours, or working conditions for the duration of the Agreement with respect to faculty members included in the bargaining unit. Nothing contained herein, however, shall be construed to prevent any

individual faculty member from presenting a grievance and having the grievance adjusted without intervention from the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such adjustment.

## C. INDIVIDUAL NEGOTIATIONS

The College shall not negotiate with an individual or individuals with respect to the hours, terms, wages, and/or conditions of employment.

## D. ASSOCIATION DUES DEDUCTIONS

- 1. The College will deduct professional dues by payroll deduction from the salary of all faculty members who have submitted evidence of joining the Faculty Association, so long as the dues deduction or authorization remains in effect.
- 2. All financial responsibility fees deducted monthly by the College shall be remitted as soon as practicable to the Association.
- 3. It shall be the responsibility of each individual faculty association member to ensure a signed dues deduction authorization is on file with payroll.

## E. BOARD AGENDA

On the dates of the Board's official meetings, a copy of the Agenda with all normal attachments shall be provided for the Association before such meetings. A copy of the approved minutes of Board meetings shall be provided to the Association within ten (10) days after the date the minutes were approved. Agendas and minutes shall be sent to each officer of the Association as well as each member of its negotiating team and to its grievance chair. The Association, upon request, shall have the opportunity for presentations at all regular Board meetings.

## F. FACULTY ASSOCIATION RELEASE TIME

The Faculty Association President shall receive, at his or her written request, up to fifteen (15) contact hours of release time per semester to be assigned at his or her discretion.

The Association agrees that such release will only be taken if an appropriate replacement is available to cover the work of the affected faculty member. The Association President shall supply the Administration with the name(s) of such faculty prior to the overload selection for the affected semester.

The Association shall reimburse the College at the appropriate overload rate used to compensate the replacement faculty. This reimbursement shall include appropriate FICA and retirement costs.

The assignment of these hours shall not result in a faculty member being on full release time without consent of the Provost.

## **ARTICLE 3 - FACULTY MEMBERS' RIGHTS**

## A. RIGHT TO ORGANIZE

Each faculty member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The College will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or institution of any grievance, complaint, or proceeding under this Agreement with respect to any term or condition of employment.

## **B. MEMBER DEFINITIONS**

As used in this agreement, "full-time," "part-time," "adjunct, "temporary full-time," and "affiliate" faculty are defined as follows:

Full-time	Full-time salaried faculty members are those who are appointed to or employed for continuing employment at the normal workload (base load). (See Article 6.B.) Full-time hourly faculty members are those who are appointed or employed for at least 32.5 hours per week.
Temporary Full-time	Temporary full-time faculty members are those who are employed at a normal workload for a specified time period but not on a continuing basis.
Adjunct	Adjunct are those salaried faculty members who are employed at less than a normal workload regardless of the duration of employment.
Part-time	Part-time hourly faculty members are those who work less than 32.5 hours per week.
Affiliate	Refer to Article 3, Section G.

## C. BUILDINGS AND EQUIPMENT

At reasonable times and hours, the Association shall have the right to use College building facilities for Association meetings when such buildings are open and operating staff is on duty. At reasonable times, the Association may also use office equipment, but not supplies. The Association may post proper Association notices and may use the College's inter-college mail system and other electronic methods. The College shall lease office space to the Association at a rate agreed to by the College and the Association at such time the College deems space is available.

## D. RECORDS

The College agrees to furnish to the Association, in response to reasonable requests, all available information in the form maintained by the College for public use concerning the financial resources of the College, which may assist the Association in developing proposals and in processing any grievance or complaint.

#### E. PROBATION AND TENURE

Any person hired as a full-time faculty member will be appointed on a probationary basis for four (4) years. A faculty member is eligible to apply for tenure after completing three full years of qualifying full time service at GRCC. This is defined as a minimum of six full semesters in three academic years. Application for tenure is not optional. A faculty member undergoes the tenure review process in his/her fourth year of employment, and tenure is granted or denied at the end of the fourth year of employment.

A faculty member who is not awarded tenure will be terminated at the completion of the academic year during which tenure was considered (year four). Tenure decisions are final and are not subject to an appeal or grievance process.

## F. TEMPORARY CONTRACTS (Excludes affiliate faculty position)

Contracts shall be issued to temporary full-time faculty.

- 1. Temporary contracts shall include a termination date.
- 2. During their contract period, faculty members with temporary contracts shall be entitled to the same rights and benefits as other full-time members.
- 3. A faculty member with a full-time temporary contract for four consecutive (academic year) semesters shall be offered a regular full-time contract beginning the following semester. The faculty member shall be given a third and fourth year of probation as set forth in Article 17. Summer semester assignments are not counted for this section.
- 4. Job Training and Training Solutions Faculty members may be employed continuously with a normal workload for up to two consecutive years in a full-time temporary position. If a faculty member is offered continued employment beyond two consecutive years, the faculty member shall be offered a regular faculty contract.
- 5. Exceptions to three (3) and four (4) may be mutually agreed upon with approval of the Faculty Association president.
- 6. Full-time employment during the winter semester and the following fall semester shall be considered continuous employment. These faculty members shall be entitled to the same rights and benefits as other full-time members including seniority, tenure, salary increases, and benefits.

## G. AFFILIATE FACULTY POSITIONS

- 1. Affiliate faculty positions have the following characteristics
  - a. Positions are full-time non-tenure track, classroom faculty, and are hired to develop new programs which require new course development, expertise that does not exist with current faculty, and result in a new certificate, degree, credential, or pre major.
  - b. Full searches are conducted for affiliate faculty positions.
  - c. Affiliate faculty are assigned to a faculty led department.
  - d. The College may employ an affiliate faculty member for up to four (4) full years.
- 2. Affiliate faculty participate in the faculty evaluation system which may be modified for program development or other special circumstances by mutual agreement with approval of the Faculty Association president. Affiliate faculty, if hired for subsequent years, will progress on the faculty salary schedule consistent with the terms of the faculty evaluation system.
- 3. Affiliate faculty receive the same compensation and benefits as full-time tenure track faculty.
- 4. Conclusion of affiliate faculty contract
  - a. An affiliate contract will be issued for 1 year, which may be renewed on an annual basis for up to 4 years. An affiliate faculty member will be notified whether he/she will continue as an affiliate faculty member for a subsequent year, 60 days before the end of each annual contract.

- b. If the College decides to continue a program, the College will hire a full-time tenure track faculty member. The affiliate faculty may apply for the full-time tenure track position. If hired to the full-time tenure track position after serving in the affiliate faculty position, the faculty member will continue on the full-time faculty schedule and may apply for tenure in the second full year after becoming full-time tenure track.
- 5. Full-time employment during the winter semester and the following fall semester shall be considered continuous employment. These faculty members shall be entitled to the same rights and benefits as other full-time members including seniority, salary increases, and benefits.

## H. ASSOCIATION-ADMINISTRATION MEETINGS

Members of the bargaining unit who by arrangement between Association and College administration participate during working hours in conferences and meetings with the College or its representatives that involve or derive from this collective bargaining agreement shall suffer thereby no loss in pay.

## I. FACULTY COMMUNICATIONS WITH THE PUBLIC

The College shall not exercise control of the activities of faculty members except within their assignments. When the faculty member speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. The faculty member bears a responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the institution.

## J. ACADEMIC FREEDOM

Faculty members are entitled to freedom in the discussion of their subject, but they should not introduce into their teaching controversial matter which has no relation to their subject. Faculty members must also recognize that students are free to take reasoned exception to the data or views offered and to reserve judgment about matters of opinion. The presence of any communication device during the meeting of a class shall be subject to the faculty member's permission. The only exception is for students who need reasonable accommodations in accordance with the Americans with Disabilities Act and similar laws. The exception is granted if the College and the student sign a statement acknowledging the faculty member's ownership of the classroom presentations/materials, and the student agrees to limit the use of communication devices to satisfy his/her learning needs.

## K. NOTIFICATION OF DISCIPLINARY CONFERENCE

Faculty member(s) called by the administration to a disciplinary conference shall be notified of the purpose of the conference at the time he/she is summoned. Faculty member(s) summoned and/or the administrator may each have up to two additional people present at the conference.

A faculty member may request a meeting with a representative of the College without the Faculty Association representative present. If a faculty member informs the Executive Director of Human Resources, or any Vice President or Dean that the meeting involves the faculty member's discipline or resignation, the College will advise the faculty member of his/her right to Faculty Association representation and the College, as soon as practical, will notify the Faculty Association of the faculty member's request for the meeting, as well as the date, time, and place of the meeting. If the faculty member requests that the meeting take place immediately, the College will notify the Faculty Association as soon as practical after the meeting.

## L. DEPARTMENT HEAD

When the administration determines that a Department Head is necessary to coordinate any program or subject area, the faculty may elect a tenured full-time faculty member from within the department. If tenured full-time faculty members within the department are not nominated to fill the vacancy, the faculty may nominate any other faculty member. A Department Head must be a faculty member.

The Department Head assignment will be for a two (2) year term, with additional two (2) year appointments possible if re-elected. Department Head elections will be held before the end of April and before overload selection. The person elected will assume responsibility at the beginning of summer semester.

Vacancies which occur mid- term for any reason will follow this process as soon as practical. The person elected shall serve the remaining portion of the academic year, plus an additional year.

This procedure will be followed to fill all Department Head assignments:

- 1. The nominating committee, consisting of the faculty council representative and the Associate Dean or Dean, will conduct the election. If the faculty council representative is a nominee, the Faculty Association President, or designee, shall serve as the faculty representative.
- 2. The Associate Dean will notify all full-time faculty members of a department of the Department Head vacancy at least thirty (30) days before the election.
- 3. Candidates may nominate themselves or be nominated by other full-time faculty members within the department. The nominee's name and a statement of credentials shall be submitted, in writing, to the Associate Dean (email or mail) at least twenty (20) days before the election.
- 4. The nominating committee will review the list of candidates and come to consensus on a slate of candidates for the ballot. Typically, candidates will be chosen on the basis of their abilities as teachers, their experiences in their disciplines, and their leadership capabilities. If consensus cannot be reached, the committee will request additional candidates.
- 5. A ballot will be sent to all full-time faculty members in the department at least five (5) days before the election. The nominating committee will process the returned ballots and validate the election results.
- 6. The faculty member receiving a simple majority (greater than 50%) vote of the full-time faculty members (including temporary full-time faculty) within the department will receive the Department Head assignment. If no candidate receives a simple majority, then the nominating committee must reconsider the slate of candidates and conduct a new election as soon as practical.
- 7. The Associate Dean will send a confirmation notice to the Department Head with copies to the faculty members in the department, the President of the Faculty Association, Provost, Dean, and Executive Director of Human Resources.

## M. PROGRAM DIRECTORS

A program director must be a faculty member. A program director is appointed by administration.

## **ARTICLE 4 - BOARD OF TRUSTEES RIGHTS**

#### A. RESPONSIBILITIES

The Association agrees that the Board is legally responsible for the operation of the College. No action by the Board or the administrative staff shall violate the expressed terms of this agreement.

### B. AUTHORITY

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States.

## C. POLICIES AND PROCEDURES

Terms and conditions of employment and other policies and procedures presently in effect concerning faculty conduct not provided for in this Agreement will be governed by the applicable Board policies and procedures.

## D. ADMINISTRATIVE STAFF

The Board discharges its managerial rights and authority via the administrative staff. The Board's rights and responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, evaluation, and termination of faculty. The administrative staff, on behalf of the board, shall be free to exercise all of its managerial rights and authority to the extent permitted by law. The Board, prior to the effective date of any change in the policies and procedures which directly affect faculty members, shall give the Association reasonable notice (45 days) of such change. Within forty-five (45) days of receipt and upon request by the Association, the parties will negotiate the impacts and effects of these policies and procedures as required by law.

## **ARTICLE 5 - ASSOCIATION-ADMINISTRATION COMMUNICATION**

The parties recognize the valuable assistance to be gained from effective communication between the Association and the College. Accordingly, the College and Association representatives will meet periodically to discuss problems of mutual concern. The Presidents of the College and the Association, or their designees, will call such meetings whenever either desires.

Whenever questions arise that the contract does not specifically address, the Presidents of the College and the Association or their designees will discuss the matter and reach agreement.

#### **ARTICLE 6 - GENERAL WORKING CONDITIONS**

### A. CALENDARS

Calendars can be found in Appendix A.

- 1. Definitions
  - a. Records Day: Time available for faculty to work on grading and final grade calculations.
  - b. Vacation Days: Scheduled vacation time for faculty members. A paid non-work day.
  - c. Opening Day Meetings: General Session(s) at the beginning of each semester planned by the administration.
  - d. School Meetings: School-wide meetings that are called by the Dean of an academic department or area.
  - e. Faculty Learning Day: Professional development meeting(s) for all faculty members that are planned by a team of faculty and academic administrators.
  - f. Department Meetings: Department meetings that are scheduled throughout the semestercalled by the Department Head or Program Director.
  - g. Faculty Preparation: This is a time for the faculty to prepare for their college assignment. Mandatory meetings may not be scheduled on these days.
- 2. Calendar Development Standards
  - a. Summer semester:
    - (1) Summer Semester shall consist of 14 weeks of classes with 60 minutes per contact hour or the equivalent (840 minutes per contact hour).
    - (2) Regular Summer Semester classes will start 1 week after graduation, unless mutually agreed otherwise.
    - (3) Restricted start summer session classes for Education, Nursing, Dental and Rad Tech will start the Monday following graduation and will end one-week sooner than the normal end of the second 7 weeks and 14 weeks.
  - b. Fall Semester and winter semester will each have 78 faculty contract work days. (This excludes holidays and weekends.) Classes will be scheduled to be equivalent to at least 840 minutes per contact hour with an additional week at the end of the semester for final exams. Faculty members may use their professional judgment to determine when to take a break.
  - c. Counselor Preparation: Counselors and advisors have different days for faculty preparation. (1-day fall semester and 1-day winter semester)
  - d. Faculty Instructional/Professional Development: This is a time for faculty members to work together on curriculum development, instructional development, or department/program professional development. Faculty members in each department/program shall jointly plan for the use of such time. Department or Academic Area plans for use of this time must be submitted to the appropriate Dean for review by October 14th for fall and by December 2nd for winter.
  - e. School meetings, opening day meetings and faculty learning day shall not exceed a combined total of 13 hours. Remaining time on dates when these meetings are scheduled shall be used for faculty preparation and/or faculty instructional/professional development- depending on each individual faculty member's need.
  - f. Academic advising is part of the responsibility of full-time faculty members. By October 1, each Department will submit their plan for Academic Advising to the appropriate dean.

- g. Day exams will follow the day exam schedule. Night exams can be given during the last night of class. All night classes meeting 2 nights per week may meet once during the exam week.
- h. If the College is closed during the exam week due to inclement weather, faculty may use the Friday of that week as an exam make-up day. Grades for exams administered on that Friday will be due on the following Wednesday.
- i. Final grades for 14-week classes must be submitted to the Student Records Office by noon on the due date identified in the faculty calendar. This must be at least 60 hours (excluding weekend days and holidays) from the end of the last scheduled final exam for that semester.
- j. The Fall Semester Opening Day Meeting/School Meetings day may include a department meeting of up to 1 and a half hours.
- k. Job Training classes will be dismissed to permit Job Training Faculty members to attend College-wide meetings.
- 1. The 32-week lab coordinator will follow the academic year calendar.
- m. The preschool calendars will be developed with the Preschool Director consistent with the needs of the preschool.
- 3. Workday and Workweek Standards
  - a. The normal workday for full-time faculty shall be between 8:00 a.m. and 5:00 p.m. Monday through Friday.
  - b. The span of class/work times on any normal workday shall not exceed seven (7) consecutive hours. Exceptions to workday and class/work times may be made with the permission of the faculty member.
  - c. Exceptions to the normal workday schedule include: Preschool, Culinary Arts (for Heritage Restaurant), Health (for Clinicals), Job Training (7:00 a.m. 3:30 p.m.), Training Solutions, Technology Academic Area (for low enrollment in day classes), (see Appendix D Departments/Programs and Academic Areas), and classes with times listed as "arranged" in the class schedule. The exceptions to the normal workday are best made in a cooperative effort between the Faculty and the Administration.
  - d. Classes which end prior to 5:00 p.m. are day classes. Classes meeting Monday through Thursday and ending 5:00 p.m. or later are evening (or night) classes. Classes meeting Friday and ending 5:00 p.m. or later, or anytime on Saturday or Sunday, are weekend classes. All classes outside of the Academic year are summer semester classes.

#### B. WORKLOADS

1. Normal workload (Base load) is defined as the aggregate of the number of hours assigned a faculty member within a given academic work year.

The base loads for full-time faculty members are

- a. Classroom faculty members with "academic year" contracts: fifteen (15) contact hours per semester for a total of thirty (30) contact hours, or equivalent, per academic year. Assignment of 12 hours in a semester of composition and/or integrated reading and writing classes will constitute a full load. Current composition courses are BA 101 and 102, EN 097, 098, 100, 101, 102, 241 243, 244, 246, 247, and 248; and JR 251 and 252. Current IRW courses are 097, 098 and 099.
- b. Classroom faculty members with 40-week contracts: thirty seven (37) contact hours comprised of fifteen contact hours per academic year semester and seven contact hours in the first summer session or its equivalent. Composition faculty members shall teach 30 contact hours comprised of 12 contact hours per academic year semester and 6 contact hours in the first summer session or its equivalent. If either a faculty member or the

administration requests a deviation from this schedule, the faculty member and the administrator must mutually agree to the revised work schedule.

- c. Non-classroom faculty (librarians and counselors) with thirty four (34) week contracts: 35 hours per week, or its equivalent in the academic year. (See Appendix A.)
- d. Extended year librarians work year:
  - (1) Extended year librarians' contractual commitment ("work year") is for the equivalent of 35 hours per week for the academic year plus the first 35 work days of the regular summer semester.
  - (2) If a librarian or the administration requests a deviation from this scheduled work year, the faculty member and the administrator must mutually agree to the revised work schedule. Schedules must be submitted to Human Resources before the beginning of the academic year. Changes to these schedules will be communicated to Human Resources as soon as possible from library administration.
- e. Extended year counselors and advisor work year:
  - (1) Extended year counselor and advisor contractual commitment ("work year") is for the equivalent of 35 hours per week for the academic year plus the first 35 work days of the regular summer semester. The parties agree to modify this schedule as follows:
    - (a.) Extended year counselors and advisors will take two full weeks (10, 7 hour days) of unpaid leave during their contractual work year.
    - (b.) Extended year counselors' and advisors' contractual work schedules will include two full weeks (10, 7 hour days) of work scheduled during the last two weeks of July through the weeks in August prior to Fall Semester Opening Day.
  - (2) Administration will provide a schedule of available openings by winter break for the summer time period.
  - (3) Schedule parameters:
    - (a.) A minimum of 3 openings will be available for counselors and advisors to work each day per week during summer weeks.
    - (b.) Counselors and advisors will sign up for their summer work days in advance, in 5 day increments, by seniority rotation, not later than the week preceding mid semester break.
    - (c.) Summer work days need not be contiguous.
    - (d.) Unpaid days off must be scheduled a minimum of two weeks in advance and do not need to be contiguous. Days requested off may be switched with two weeks' notice. Less than 2 week scheduling time may be arranged with mutual agreement, however, should not result in a negative impact to students.
    - (e.) Days off are allowed following and preceding a holiday but may not be scheduled the first two weeks of Fall semester, the first two weeks of registration for Winter, the first two weeks of Winter Semester, and the first two weeks of Fall registration.
  - (4) Additional counseling or advising hours during counselor and advisor contracted work years are not considered overload for purposes of Article 6 G. Additional counseling and advising work opportunities outside of counselors' and advisors' scheduled work days will be offered as either flex time or additional pay at the 2% rate listed in Article 7 I, pay for extra work, regardless of whether this work is during or outside of the academic year. This offer will be made via email with a deadline for accepting the work. If more counselors and advisors volunteer to work than are

required, full time counselors' and advisors' seniority will be used to determine who gets the work.

- (5) If a counselor, advisor or the administration requests a deviation from this scheduled work year, the faculty member and the administrator must mutually agree to the revised work schedule. Changes to these schedules will be communicated to Human Resources as soon as possible from college administration.
- f. Fifty-two week counselors shall work forty (40) hours per week and follow the 52-week faculty calendar. (See Appendix A.) These positions will be offered to counselors in order of seniority.
- g. Job Training and Training Solutions faculty members will have a normal workload of forty (40) hours per week. Half-time Training Solutions faculty members will have a normal workload of twenty (20) hours per week.
- h. Preschool lab faculty members will have a normal workload of forty (40) hours per week.
  - (1) One preschool lab instructor, assigned the infant lab responsibilities, will have a 52week contract that will be offered to qualified lab instructors and will be based on seniority.
  - (2) All other preschool lab instructors will have 41-week contracts that include the academic year and one summer session.
  - (3) The lab preschool director and the child development program director will determine the number of summer session openings based on enrollment of children and child development students for each session.
  - (4) Lab instructors will select their summer session(s) by seniority as defined by Article 6.G.
- i. For the faculty member who assumes the responsibilities of athletic director, the normal workload will be 18 contact hours per academic year or its equivalent. If two or more persons share the responsibilities, the normal workload shall be adjusted proportionately.
- j. Workload for lab techs and lab coordinators is set forth in Article 16.
- 2. Before any provisions of Article 6.G are implemented, faculty members will have the opportunity to receive a normal workload. If a normal workload is not available in a faculty member's department/academic area, the College may complete that full-time faculty member's normal workload in other departments/academic areas.

In the event full-time faculty members are given additional class assignments to complete a normal workload, the College shall pay overload when such assignment exceeds the normal workload.

The assignment of a given number of hours in one (1) semester shall not be construed to be a necessary determinant for assignment of hours in a subsequent semester.

3. To support the primary responsibility of teaching, the full-time faculty role also includes college service, student service, professional development, and pertinent curriculum development. Responsibilities include instructional preparation, accurate recordkeeping, evaluation of student performance, maintenance of posted office hours (6.F.1), and academic advising. The way these responsibilities may be fulfilled will vary depending on each faculty member's respective assignment. Faculty members shall determine how they can best serve their department and the College in these faculty roles.

#### C. CONDITIONS

1. The general working conditions that are not otherwise addressed in this agreement shall be maintained as in effect at the time of the signing of this agreement except where improvements

are provided by the College. Alleged violation(s) of this section shall be pursued under the Type A grievance procedure only.

- 2. The College shall assign each faculty member to a department. A faculty member's assigned department will be the department where the majority of his/her normal load is assigned. The department head/program director shall, except for Training Solutions and Job Training, recommend at his/her option the normal load with final approval of the Dean. A department head/program director must be a faculty member.
- 3. The College shall not reassign any faculty member from one department to another without discussing the proposed reassignment with the faculty member. The faculty member may have the President of the Association, or a designee, attend the discussion.
- 4. No faculty member transferred to another position within the bargaining unit shall be terminated as a result of that position being eliminated. Such transferred faculty member shall retain seniority rights in the previously held bargaining unit position.
- 5. Internships and Cooperative Education shall be equated at five (5) students per contact hour. Radiologic Technology clinical coordination shall be equated at four (4) students per contact hour. For purposes of this provision, count date is determined by the GRCC registrar's office and denotes the date at which approximately 10% of the academic semester is elapsed. This is usually 10 days into fall and winter semesters. Each faculty member teaching cooperative education shall conduct a minimum of two (2) verified on-site visits per student per course and one (1) evaluative meeting with the supervisor and the individual student near the end of the course. Exceptions shall be granted when visitations are out of the Grand Rapids area or for unusual scheduling circumstances.
- 6. The College shall not assign a faculty member, other than Training Solutions faculty, more than one (1) day teaching assignment at a location other than his/her own primary work site without the faculty member's approval.
- 7. Any faculty member whose load equals a full-time semester load shall be compensated and shall receive fringe benefits equivalent to those received by a full-time faculty member for that period of time and at the appropriate rate. Should this occur for four consecutive (academic year) semesters, a full-time regular contract shall be offered the following semester. The faculty member shall be given a third and fourth year of probation as set forth in Article 17.

Summer semester assignments are not counted for this section.

8. Course Development

When full-time faculty members submit new course offerings upon their own initiative, they will not be remunerated for the effort of writing the courses. However, they have a right of first refusal for the assignment to teach three (3) day sections of the new course(s) they have developed. If the class/es is/are being offered as overload, the faculty member who developed the course must make the course his/her first and second selection, or he/she forfeits the right of first refusal for that semester. This section supersedes level one in overload selection. Non-classroom faculty members have a right of first refusal for the teaching assignment(s) outside their normal work hours.

If a dean requests full-time faculty members to develop a specific new course to serve a specific purpose (e.g., a course required as part of a new program), they will be remunerated for such work at the appropriate rate in Appendix B-22, but may not necessarily have a right of first refusal to teach the course. The faculty member and the dean will agree to the approximate number of hours needed before the start of the work.

If a dean requests adjunct faculty members to develop a specific new course to serve a specific purpose (e.g., a course required as part of a new program), they will be remunerated for such work at the appropriate rate in Appendix B-22. If rehired, the adjunct faculty member will have first right of refusal on courses he/she developed for up to three years before the class has to be revised. The faculty member and the dean will agree to the approximate number of hours needed before the start of the work.

Training Solutions faculty shall have course development as part of their normal workload.

9. Normal course revisions take approximately four (4) hours and are done every three (3) years. If a dean requests faculty members to revise course outlines in a manner different than the normal course revision process, they will be remunerated at the appropriate rate in Appendix B-22.

The faculty member and the dean will agree to the approximate number of hours of compensation (if more than 4) before the start of the work.

Training Solutions faculty shall have course revision as part of their normal workload.

10. Challenge Examination Development, Proctoring, & Grading

The appropriate instructional dean shall authorize the development of challenge examinations. Requests for such authorization should be sent to that dean.

Faculty members will be compensated at the appropriate rate in appendix B-22 up to a maximum of 15 hours for the development of a new challenge examination and appropriate supplemental materials for each course.

All revisions of these testing materials will be initiated and monitored by the appropriate academic dean. It is suggested that the tests should have longevity of three years. These testing materials will be assessed for needed revisions by the dean. In those cases, where revision is necessary, payment to the faculty member for needed changes shall be computed at the appropriate rate in appendix B-22, up to a maximum of 15 hours per course.

The faculty member and the dean will agree to the approximate number of hours needed, prior to the start of the work.

Compensation for proctoring and grading challenge examinations can be found in Appendix B-22.

- 11. Compliance Training
  - a. Full-time faculty have a max of 2 hours of compliance training required as a condition of employment per year.
  - b. Adjunct/Part-Time faculty have a max of 1 hour per semester of compliance training as condition of employment fall and winter semesters.
  - c. This training is in addition to other training at other college wide meetings (e.g. learning day, opening day meetings)
  - d. The parties will comply with new state/federal regulations if required in the current academic year & the hour max is reached.

## D. SENIORITY

1. Seniority begins from the individual's most recent appointment date to full-time service at the College (GRJC/GRCC) as a member of the Association. In instances where the faculty member has been continuously employed as a member of the Association under a full-time temporary contract immediately before a regular full-time appointment, seniority begins with the starting date of the continuous full-time temporary employment. (See Article 3.F.6.)

- 2. Department or academic area seniority shall begin with the date of assignment to a department or academic area or the date of commencement of full-time work as a faculty member, which ever date is later. Such seniority shall prevail in all questions concerning order of selection of overload assignments consistent with the provisions of Article 6 G. Department or academic area seniority is used to determine the order of layoff within a department or academic area.
- 3. Ties will be broken first by date of written acceptance of employment to a full-time position represented by the Association and second, if necessary, by blind draw. This does not supersede ties broken by prior agreement.
- 4. A faculty member who is transferred to a different department or academic area at the request of the College shall carry his/her department or academic area seniority into the new department or academic area. A faculty member who requests and is granted a transfer will use his/her start date in his/her new department or Academic Area as his/her department or academic area seniority date.
- 5. Human Resources will prepare a master seniority list indicating length of continuous full-time service at Grand Rapids Junior/Community College and issue the list to the Faculty Association President no later than 60 days after the beginning of the academic year.
- 6. Full-time faculty temporarily assigned to full time administrative or support duties shall not be credited with Grand Rapids Community College faculty seniority for that time. This provision shall apply to temporary assignments beginning August 23, 1984.
- 7. Any Grand Rapids Community College administrator returning to the classroom as a full-time faculty member will receive credit toward seniority equal to the number of years served as a full-time faculty member at Grand Rapids Junior/Community College.
- 8. Sabbatical leaves shall be credited toward seniority.
- 9. Faculty members required to attend or participate in military service obligations, other than weekly or monthly drill sessions because of membership in Reserve Units, shall be credited that time of service toward seniority.

## E. STUDENTS AND RECORDS

- 1. Faculty members shall not allow unauthorized persons in their classes for more than one (1) class session. Unauthorized persons are those who have no evidence of having paid their tuition.
- 2. Faculty members shall not cancel a class without prior approval of the appropriate academic dean or designee.
- 3. Each faculty member shall maintain records of individual students for seven (7) years. A faculty member, upon separation of employment, shall leave the records with his/her academic dean. Faculty members will be supplied with appropriate grading and record materials on a timely basis. Faculty will have at least one week's notice before submitting the records.
- 4. Final grades for 14-week classes must be submitted to the Student Record's Office by the due date identified in the faculty calendar. This due date will be 60 hours (noon on the third business day) from the end of the last scheduled final exam for that semester.
- 5. For all classes ending prior to the normal 14-week semester (e.g., 7, 10, and 12-week classes), grades must be submitted to the Student Record's Office within 72 hours (excluding weekend

days and holidays) from the scheduled end date of that class.

6. Training Solutions faculty shall submit end of course paper work within 72 hours (3 work days) of the completion of the course.

#### F. OFFICE HOURS / MEETINGS FOR FULL-TIME FACULTY

1. Classroom faculty shall be on campus a minimum of five (5) office hours per week for student consultation in addition to their normal teaching load. Faculty members shall schedule hours where appropriate in both a.m. and p.m. modules in locations accessible to their students.

So as to best serve the students, faculty members will schedule, post, and adhere to office hours in units of no less than 30 minutes. Faculty members shall submit their schedules to their academic dean upon his/her request. If the faculty member will not be in his/her scheduled location during these hours, he/she must post the new location in a reasonable manner and place.

- 2. The faculty member shall also be available additional times for participation in meetings related to his/her assignment as scheduled by his/her deans or department heads/program directors. Regular attendance at these meetings is important to fulfilling the role of a faculty member.
- 3. Training Solutions faculty shall schedule office hours by mutual agreement between the faculty member and the executive director or designee for a rolling thirty-day period.
- 4. Faculty shall attend commencement.

#### G. OVERLOAD

Overload is work not assigned as part of the normal load. Overload shall be assigned to faculty members in the following manner.

- 1. A faculty member must be qualified for an overload assignment. Qualifications may include but are not limited to the following: study within the academic discipline, related work experience, academic achievements related to the overload assignments, and credentials similar to those held by individuals who have taught the same course in the past.
- 2. The dean may limit overload of a faculty member based on and using the following conditions and the process:
  - a. Conditions
    - (1) Probationary faculty may be limited to one overload selection per semester during their first year.
    - (2) Teaching performance, including:
      - (a.) Allowing persons who have not paid tuition for the class to attend more than one class session.
      - (b.) Failure to turn in grades on time.
      - (c.) Failure to meet classes during the time scheduled and for the appropriate length of time as stated on the faculty member's faculty information form.
      - (d.) Failure to complete an assignment. This shall not apply to faculty who are unable to complete the assignment due to sick leave or other justifiable reasons.
      - (e.) Failure to meet Satisfactory Standards of Employment for two consecutive years.
  - b. Process

If the faculty member has demonstrated poor teaching performance, the following process will occur:

- (1) The faculty member will be given a written warning by his/her dean documenting the unsatisfactory performance and stating that improvements must be made. If improvements are not made the dean may take corrective action. The faculty member must receive this warning within 30 days from the end of the semester in which the poor performance occurred. The warning remains in effect for two years from the semester to which the warning relates. The faculty member and the dean shall develop a faculty improvement plan.
- (2) Upon a second similar infraction the dean may limit the overload of a faculty member in the following manner. The dean must notify the faculty member, in writing, documenting the unsatisfactory performance. Overload limitations must relate to the infraction, and the limit may take the following forms:
  - (a) limitation of the number of contact hours
  - (b) limitation of the number of different course preparations
  - (c) limitation of the total number of students
  - (d) restriction of courses allowed for selection
  - (e) other restrictions as agreed to by the affected faculty member and dean

The dean shall monitor progress made on the improvement plan and may limit overload if any unsatisfactory teacher performance continues.

- 3. Whenever possible, all overload opportunities must be offered and equitably shared among all full-time faculty members, subject to the limitations of Article 6.G.2. Classes assigned as part of a longer term adjunct contract shall not be available for overload selection (see the attached Longer Term Adjunct MOU).
- 4. Classes shall be offered to qualified personnel by rotation according to their seniority. The overload will be offered to personnel in the following order. When all faculty have acquired their maximum overload hours or rejected assignments, the process moves on to the next level.
  - Level 1 Full-time faculty members within a department or academic area who have taught a course as part of their base load within the previous five (5) years may select such courses. Any faculty members with two or more pre-assigned hours (or equated hours) beyond their base load shall have these hours replace their first rotation selection. Faculty members may select up to eight (8) hours at this level. The selection process does not move to level two until each level one faculty member has selected eight (8) hours or has passed. A faculty member is assumed to have passed when there are no level one classes available for selection which would still be within his/her eight (8) hour limit.
  - Level 2 Other qualified full-time faculty within the department or academic area
  - Level 3 Other qualified full-time faculty members and half-time Training Solutions faculty, at the discretion of management, retired faculty members. (It is the faculty member's responsibility to submit in writing their desire to teach in another department. This request should be sent to the dean responsible for the department in which they desire to teach.)
  - Level 4 Returning part-time/adjunct faculty and, at the discretion of the Association President, qualified administrative staff.
  - Level 5 Other qualified personnel.

- 5. Examples of pre-assigned hours are summer (fall/winter) academic advising, grant projects that provide stipends, non-academic assignments where stipends are paid, and projects, assignments, etc., where stipends are granted. Hours that are excluded: curriculum development and course development, non-instruction work (e.g., equipment/lab maintenance) paid at the 2% rate. If pre-assigned hours are not revealed at the beginning of the overload selection for one semester (summer, fall, and winter), then the faculty member shall forego his/her first rotation selection for the following semester.
- 6. Administrative personnel who are assigned a class are excluded from the bargaining unit, do not accrue seniority or longevity, and do not pay dues.
- 7. Timing of overload selection:
  - a. For Fall Semester classes:
    - (1) First selection for fall semester classes takes place within the 3rd full week of April after faculty base load has been assigned and guaranteed. At this point, no overload classes are guaranteed.
    - (2) Second selection for fall classes takes place within the 3rd full week of July. At the beginning of this selection, administration will identify a list of classes that will be guaranteed.
      - (a.) Other overload classes may be selected, but will not be guaranteed.
      - (b.) Full time faculty may return selected overload and select a class from unassigned classes by rotation according to seniority using the process identified in Art 6. G4.
      - (c.) Remaining classes may be assigned to adjuncts at this point.
    - (3) Any class that was not designated as guaranteed for the second selection will not be guaranteed as overload or for adjuncts until 7 days before the semester starts or 7 days before a class starts for classes that begin after the 1st week.
  - b. For Winter Semester Classes
    - (1) First overload selection for winter semester classes takes place by October 1st. At this point full time faculty base load has been assigned but neither the base load or overload are guaranteed.
    - (2) Second selection for winter classes takes place within the 1st full week after Thanksgiving. At the beginning of this selection, administration will identify a list of classes that will be guaranteed.
      - (a.) Other overload classes may be selected, but will not be guaranteed.
      - (b.) Base load will be guaranteed after any base load assignments have been adjusted by administration pulling overload classes selected in October to fulfill a faculty member's contractual base load.
      - (c.) Any class that was not designated as guaranteed for the second selection will not be guaranteed as overload or for adjuncts until 7 days before the semester starts or 7 days before a class starts for classes that begin after the 1st week.
  - c. For Summer Semester Classes:
    - (1) First overload selection for summer semester classes takes place as early as possible, preferably before summer enrollment begins.
    - (2) Second selection for summer classes takes place within the 4th full week of March. At the beginning of this selection, administration will identify a list of classes that will be guaranteed.

- (a.) Other overload classes may be selected, but will not be guaranteed.
- (b.) Remaining classes may be assigned to adjuncts at this point.
- (c.) Any class that was not designated as guaranteed for the second selection will not be guaranteed as overload or for adjuncts until 7 days before the semester starts or 7 days before a class starts for classes that begin after the 1<sup>st</sup> week.
- 8. New class sections which open after final overload selection has occurred shall be offered to qualified full-time faculty within the department or academic area in the order of the lowest amount of overload selected.
- 9. During the academic year, a faculty member may select up to twelve (12) hours of overload per semester. To avoid the splitting of classes, a faculty member may exceed this limit by no more than one contact hour. Classes will be split between faculty members only with the approval of the appropriate dean.
- 10. During the academic year, an adjunct faculty member may be assigned up to twelve (12) contact hours per semester. To avoid the splitting of classes, an adjunct faculty member may exceed this limit by no more than one contact hour.
- 11. During the summer semester, overload for all faculty members shall be limited to twenty-six (26) contact hours.
- 12. Equated hours:
  - a. All compensation except for travel time pay shall be equated to contact hours and shall count toward the hour limits of Article 6.G.9 through 11. These hours shall be called "equated hours."
  - b. The number of equated hours for a faculty member shall be determined by dividing the dollar amount of the compensation described in Article 6.G.12.a by the current Master's overload rate found in Appendix B-20 column B. Compensation which totals more than <sup>1</sup>/<sub>2</sub> of the Master's overload rate per semester will count toward an equated hour.
  - c. Any faculty member with two or more pre-assigned or equated hours beyond his/her base load who wishes to retain his/her first rotation overload selection may request from his/her Dean a reduction of his or her normal work load assignment by a maximum of three (3) contact hours. The Dean may grant the request; at which time, the equated hours will be applied to the normal load. The faculty member must select additional classes during overload selection to make up the requested reduction in the faculty member's normal work load.
  - d. Any faculty member making the request described in the preceding provision (i.e., Article 6.G.12.c) must make the request before overload selection begins.
  - e. Any faculty member may elect that one hour of compensation for his or her summer equated hours be paid before the end of the winter semester. This election must be made in writing by April 30.
- 13. Training Solutions work is not subject to the overload selection process.

#### H. DISTANCE LEARNING

- 1. Distance Learning Courses wherein the student and the faculty member are separated by time and/or space, generally delivered via some form of technology. Categories of distance learning course options include:
  - a. Interactive Television (I-TV) A course delivered in real-time over two-way interactive television to one or more sites

- b. Hybrid An online course that includes scheduled classroom instruction (Scheduled classroom instruction shall not exceed fifty percent of the contact hours for the course.)
- c. Online A course delivered via the web using the College's designated course management system
- 2. I-TV Course Instruction
  - a. The maximum number of sites for 2-way video/audio is four (4), which includes the broadcast site.
  - b. The maximum number of students allowed per section is thirty (30).
  - c. If the administration requests a faculty member to overload an I-TV class and the faculty member accepts, the formula to determine the rate of pay for the additional student(s) shall be as follows:

1/15 x <u># of students</u> x <u># of contact hours for the class</u> x <u>the overload rate</u>

- d. In the event there is no courier service, travel time pay and mileage reimbursement shall be paid regardless of the assignment of the class as normal load or overload. (Refer to Article 7.E.)
- 3. On-line Course Instruction
  - a. The enrollment for on-line classes will be no greater than twenty-five (25) students per section.
  - b. If the administration requests a faculty member to overload an online class and the faculty member accepts, the formula to determine the rate of pay for the additional student(s) shall be as follows:

1/15 x <u># of students</u> x <u># of contact hours for the class</u> x <u>the overload rate</u>

- 4. Hybrid Course Instruction
  - a. The enrollment for hybrid classes will be no greater than twenty-five (25) students per section.
  - b. If the administration requests a faculty member to overload a hybrid class and the faculty member accepts, the formula to determine the rate of pay for the additional student(s) shall be as follows:

1/15 x <u># of students</u> x <u># of contact hours for the class</u> x <u>the overload rate</u>

5. Qualifications for I-TV, Online, and Hybrid Instruction

Faculty members must be qualified to teach with the appropriate technology before they are assigned or select I-TV, online or hybrid courses. The College shall provide training opportunities to faculty members wanting to teach a class using these delivery systems. The qualifications for teaching these courses may be met by completing the College's distance learning training. Faculty members may choose to receive training through other means. To teach a specific online course, faculty members shall have demonstrated skill sets necessary to meet the objectives and learning strategies in the online master course.

6. Creation of New Online and Hybrid Courses

A faculty member who wants to create a new online or hybrid course shall get department approval before submitting his/her request to Deans' Council. Deans' Council shall make final approval of online and hybrid course offerings.

## 7. Existing Online and Hybrid Courses

The College administration will determine which existing online and hybrid courses it would like to have created in their entirety for compensation. Department heads will recommend faculty members to create the courses. If administration does not approve the recommended faculty, department heads will continue to put forward recommended faculty until the administration approves a faculty member to create the course.

## 8. Compensation for Online and Hybrid Courses

The College shall provide compensation for the creation of a new online course. The College shall also provide compensation for the creation of a complete college-owned course from an already developed online course. Compensation will be paid at the time the course is completed and deemed acceptable. The compensation will be as follows:

a. Online/Hybrid

Online Course Creation – Compensation equals the course development hourly rate (Appendix B-22) times fifteen (15) times the number of credit hours of the course.

b. I-TV

A faculty member shall be compensated one (1) additional contact hour for the first time he/she teaches a particular course in the I-TV format.

## I. INTELLECTUAL PROPERTY AND RESIDUAL RIGHTS

The Board recognizes the traditional rights of a faculty member to maintain full ownership of and benefits from any works produced on his/her own unless the College compensates the faculty member for such development or College resources are used. Such work includes, but is not limited to, literary, musical, or artistic compositions; inventions; processes created or materials authored.

If a faculty member uses College resources, the faculty member and Provost, or designees, shall mutually agree to the management of intellectual property and allocation of residual rights.

College resources (for the purposes of this article) shall not include the use of the College library, office space, or College owned computer therein.

It is understood that a faculty member's lesson plans and materials created in support of those lesson plans (such as, but not limited to, class notes, handouts, presentations, and tests) are the property of the faculty member. A faculty member compensated for the creation of an online course template shall not retain ownership of the template.

When the College compensates a faculty member for the creation of a new online or hybrid course, or for the creation of a complete course from an existing online or hybrid template, the College shall retain ownership of the course materials that were developed up the point the online or hybrid course is deemed to be complete and acceptable by the Provost or designee following the recommendation of the Online Course Review Committee.

#### **ARTICLE 7 - SALARY, WAGES AND BENEFITS**

### A. SALARY SCHEDULES

Salary Schedules are in Appendix B.

### B. SALARY FOR OVERLOAD

The remuneration for teaching overload is shown in Appendix B-20.

## C. SALARY - EXTRACURRICULAR - PROJECT SEMINARS

The remuneration for all College extracurricular activities is in Appendix E of this Agreement. Appendix F contains the remuneration schedule for project seminars.

## D. LONGEVITY

- 1. Longevity Service
  - a. Preschool Faculty: Preschool Faculty will earn longevity service increments on the following timeline: At the start of each of these years: 13th, 18th, 23rd, 28th, 33rd.
  - b. Preschool Longevity: Preschool faculty will be paid according to the schedule in Appendix B-17.

## E. TRAVEL TIME PAY AND MILEAGE REIMBURSEMENT

- 1. A faculty member teaching an off campus class shall be reimbursed the exact cost of parking at such off-campus class upon submission of receipts for such parking costs. Mileage reimbursement shall be made according to the IRS rate and shall apply to travel beyond a faculty member's normal commute. It shall be measured from the faculty member's home to the work site and shall not exceed the mileage from the downtown campus to the work site. If a faculty member teaching an off campus class as part of his/her normal work load elects not to use his/her personal automobile, he/she shall be provided with a College car if one is available.
- 2. Adjunct Mileage
  - a. To be eligible for mileage reimbursement, an adjunct faculty member must be assigned to teach at more than one work site during any given day during the semester/session. For purposes of adjunct mileage, the Main Campus, Wealthy Learning Corner, Tassell MTEC and DeVos Campus will be treated as one work site.
  - b. Only mileage beyond the normal commute is compensable.
  - c. "Normal commute" is the round trip distance from a faculty member's home to the downtown campus locations
  - d. Maximum time to file -6 months from the actual travel date
- 3. A full-time faculty member teaching a class as part of his/her base load outside the district and twenty-five (25) or more miles from the home campus shall be eligible for travel time pay, provided the faculty member is not receiving release time, co-op time, internship time, or remuneration under Appendix E for the same assignment. Travel time will be compensated at one half (1/2) the overload rate (hourly rate = overload rate ÷ 2 ÷ number of weeks per semester).

Travel time will be calculated from the faculty member's home to the work site and will be determined mutually by the faculty member and his/her dean. Travel time shall not exceed the travel time from the downtown campus to the work site. The faculty member will receive written verification of the amount of travel time per trip. The dean shall notify any faculty member eligible for travel time pay at the beginning of each semester.

Exception to travel time pay requirements will be made for ITV courses as referenced in Article 6.H.3.c.

- 4. The faculty member must submit a completed reimbursement form for both travel time pay and mileage reimbursement. Travel time pay forms shall be available through the Human Resources Department and must be returned to Human Resources within 6 months of the actual travel date. Mileage reimbursement forms shall be available through Financial Services and returned to Financial Services.
- 5. If a faculty member agrees to have his/her entire normal work load at a location more than twenty-five miles from the home campus, he/she will not be eligible for travel time pay or mileage reimbursement for travel to and from home. However, travel required to and from that work site to the home campus will be eligible for mileage reimbursement at the IRS rate.

#### F. SALARY SCHEDULE CREDIT

Credit on the salary schedule beyond five (5) years may be granted by the President to new (incoming) faculty members for teaching, industry, business and/or military experience and service. The President's decision shall be final and binding. Anyone who is brought in with credit on the salary schedule beyond 5 years must still fulfill tenure requirements.

#### G. SALARY

1. Base Salary

Each faculty member's base salary shall consist of salary from salary schedule, terminal degree pay and grandfathered pay, if any. Lab coordinators, Lab techs and preschool faculty base salary includes longevity pay as well.

"Grandfathered pay" elements are listed in the MOU dated April 28, 2017.

2. Changes in Salary

The faculty member must provide to the Director of Human Resources his/her appropriate credentials (from an accredited institution) in accordance with his/her degree status. Rank and merit adjustments when earned will be made effective at the beginning of fall semester. Terminal degree pay will begin at the beginning of the semester following proof of completion. Such remuneration will be paid for the fall semester if written verification is submitted on or before September 30, and will be paid for the winter semester if submitted on or before June 15. If verification is submitted after the above dates, the additional remuneration will begin at the beginning of the next semester.

Job Training and Training Solutions faculty members' base salary shall be adjusted July 1 and/or January 1. Evidence of changes in salary is due by August 1 to be effective on July 1 and by February 1 for January 1.

#### H. TERMINAL DEGREE PAY

Terminal Degree pay is for an Earned Doctorate, Juris Doctorate or Masters of Fine Arts.

Remuneration for terminal degree is in Appendix B-18.

It is the responsibility of the faculty member to submit written verification of having earned a terminal degree in a timely manner to the Human Resources Department. See Article 7.G "Changes in Salary."

#### I. SALARY FOR EXTRA WORK

A full-time faculty member requested by the administration to work, in his/her regular assignment, outside the academic year or during academic year vacation periods shall be compensated at the rate

of two percent (2%) of his/her base salary per one (1) full week (5 days) of work or four tenths of a percent (.4%) per normal workday. (See Appendix B-23.)

## J. PART-TIME AND ADJUNCT SALARIES

- 1. Classroom adjunct faculty members shall be paid the appropriate rate in Appendix B-21.
- 2. Non-classroom adjunct faculty members shall be paid a pro-rata rate calculated from the appropriate salary schedule. Hourly non-classroom part-time faculty members shall be paid the appropriate rate in Appendix B-22.
- 3. Adjunct Job Training faculty members shall be paid the appropriate pro rata rate in Appendices B-1, B-2, or B-3. Half-time Training Solutions faculty members shall be paid 50% of the Instructor rate in Appendices B-1, B-2, or B-3.
- 4. Sections D. "Longevity," Q. "Payroll Deductions," and R. "GRCC Tuition" shall not apply to faculty members working less than one-half time or to those employed only in the summer. Adjuncts employed one-half time or more during a semester shall be eligible for the full GRCC tuition benefit (for self, spouse/domestic partner or dependent) during either the semester in which they teach one-half time or more or, if the tuition due date for the class falls within the same semester the adjunct teaches one-half time or more, the semester immediately following.

Deferral of tuition and fees, as outlined in Article 7.R shall only apply during the semester in which the adjunct faculty member is employed.

5. Hourly part-time and half-time Training Solutions faculty members shall receive prorated insurance if qualified under Article 7.P.

## K. SUBSTITUTE SALARIES

Faculty members requested by the administration to instruct classes other than their own scheduled classes and who accept such assignment shall be paid \$45 per hour. Reasons for such paid substitutions shall be as follows:

- 1. Absence due to illness of faculty member or death of family members or friends.
- 2. Absence due to leave without pay.
- 3. Absence due to leave with pay when such leave is requested by the Administration.
- 4. Absence due to visitation leave (first two [2] days only).
- 5. Death of faculty member until a new appointment is possible.
- 6. To fill vacancies until a regular appointment is made.

Instructor of record: A substituting instructor becomes the instructor of record when the original instructor of record acknowledges they are not returning, or there is a decision from the school dean. When a faculty member becomes the instructor of record, the assignment will be paid on a per contact hour basis equal to the overload rate divided by fifteen (15).

## L. OVERTIME FOR HOURLY PAID FACULTY MEMBERS

1. Hourly faculty members who are eligible for overtime shall be paid straight time up to forty (40) hours per week. When a faculty member is requested by his/her immediate supervisor and

agrees to work overtime, overtime shall be paid at the rate of time and one-half for all hours worked over forty (40) and per one (1) week. All overtime must be authorized by the faculty member's immediate supervisor.

- 2. Hours worked on Saturdays and Sundays shall be paid at the rate of one and one-half times the hourly rate if those hours exceed forty hours (40) for the week. Hours worked on designated College holidays shall be paid at the rate of two (2) times the hourly rate plus regular holiday pay for hours worked, if eligible for the same.
- 3. Each hourly faculty member shall receive a paid 15-minute break in the morning and in the afternoon, and shall receive an unpaid lunch break near the middle of his/her day.

#### M. COMPENSATORY TIME FOR HOURLY FACULTY MEMBERS

Compensatory time is measured from the number of hours authorized for the position. Compensated time shall be accumulated at straight time up to forty (40) hours per week and at the rate of time and one-half for all hours worked over forty (40) per week. Compensatory time shall be granted as determined by the immediate supervisor. No compensated time shall be accumulated unless authorized by the faculty member's immediate supervisor.

Compensatory time may be accrued only to the extent allowed by law. Compensated time shall be utilized or converted to pay prior to transferring or changing positions or termination. In the last pay period of the fiscal year, any compensatory time over forty (40) hours (27 worked hours) in a faculty member's account will be paid.

#### N. HOLIDAY PAY (Hourly faculty members)

The following conditions shall be met for an hourly faculty member to obtain holiday pay:

- 1. Hourly faculty members regularly employed for 32.5 hours or more per week shall be paid a full day for each holiday.
- 2. Hourly faculty members regularly employed between 20 hours and 32.5 hours shall be paid on a prorated basis according to the average number of hours worked.
- 3. Hourly faculty members (full and part-time) must complete the last scheduled workday prior to the holiday and commence work at the scheduled time the first scheduled workday after the holiday. This section shall not apply when there is proven illness or injury or when a holiday falls within a faculty member's vacation.

#### O. PAYROLL

Base salary (see Article 7.G for the definition of base salary) will be paid in approximately equal payments beginning not later than the second Friday in September and every two weeks thereafter. Hourly faculty members shall be paid longevity increments as a lump sum payment the first date in December. A thirty-two (32) or thirty-four (34) week faculty member must select to be paid over twenty (20) or twenty-six (26) pay periods. If a selection is not made, twenty- six (26) pays will occur. A faculty member with a longer contract will be paid over twenty-six (26) pays. This selection will remain in place for subsequent years until changed by the faculty member. Any changes must be made by August 1st. Faculty members hired during the year will have their base salary spread evenly over the remaining pay periods.

For Training Solutions and Job Training faculty, base salary (see Article 7.G for the definition of base salary) will be paid in approximately equal payments beginning no later than the first pay date that includes the faculty member's date of employment and every two weeks thereafter.

Overload compensation shall be distributed throughout the normal paydays in the semester, beginning not later than the third (3rd) pay period after the teaching begins. In the event a normal

load may not be available winter semester, a faculty member may elect to defer payment for fall overload until winter semester.

Pay for extracurricular, special projects, part-time/adjunct, overtime and other non-base compensation will be paid during the pay periods in which it is earned.

If a faculty member's annual load is less than a normal load, he/she retains his/her full-time status; however, the faculty member's base salary is reduced as follows:

- 1. The first two contact hours are reduced at the overload rate.
- 2. The remaining shortfall is reduced on a pro rata basis.

#### P. INSURANCE

- 1. The insurance benefit program described below shall continue for the duration of this Agreement unless changed by mutual agreement between the Association and the College.
- 2. Hospital-Medical

Each full-time faculty member is entitled to the insurance benefits.

Hourly faculty members qualify to receive full benefits with a workload of 32.5 hours or more per week.

Hourly faculty members, half-time trainers and salaried non-classroom faculty members with continuing contracts working 20 hours or more, but less than 32.5 hours per week shall be paid hospital medical on a pro rata formula using 32.5 hours as the base.

If the plan allows, adjuncts shall have the ability to purchase health insurance coverage under the group rate, but without employer contribution.

- a. Carrier
  - (1) As of January 1, 2016, qualifying faculty members will be allowed to elect one of the available insurance plans offered by WMHIP.
  - (2) New qualifying faculty members shall make a choice of WMHIP plans before commencing employment. Coverage begins the first day of the month following the hire date.

## b. Coverage

- (1) Hospital Medical Insurance
  - (a.) Grand Rapids Community College shall pay premiums for the plan selected by each faculty member up to the employer "hard-cap" limits, not 80/20 limits, set forth in MCL 15.563 as amended. These amounts may change each fiscal year.

Grand Rapids Community College shall pay premiums for the plan selected by each faculty member up to the employer cap limits set forth in Public Act 152 of 2011.

- (b.) Continuation of College paid health benefit for faculty on LTD: The College will continue the College's portion of each employee's health insurance while the employee is on LTD for up to one year.
- (c.) The insurance carriers shall be mutually designated by the College and the Association.
- (d.) Benefits
  - 1. Refer to plan document for specific benefits.
  - 2. If the faculty member is not in need of such benefits, the College will pay \$339.90 per month toward the Optional insurance programs or a cash

payment in lieu of hospital medical benefits. Employee must complete waiver form and provide proof of other health insurance coverage.

- (2) Each faculty member must select hospital-medical coverage based on COORDINATION (need and family status) OF BENEFITS. The selections are as listed below:
  - (a.) Family
  - (b.) Double
  - (c.) Single
  - (d.) Option program, see Appendix G

Example: If your spouse/domestic partner is not covered with hospital- medical coverage, you should select (a) or (b). If your spouse/domestic partner has single hospital-medical coverage with his/her employer, you should select (c). If your spouse/domestic partner has you covered, you should select (d).

- (3) If you and your spouse/domestic partner are both employed by the College and pursuant to their qualifications may select any of the above but shall not receive double health insurance coverage.
- (4) Any faculty member, via payroll deduction, may select other insurance benefits if available from carriers provided by the College.
- (5) Should a faculty member die during the period covered by this Agreement, continued coverage for the family of the faculty member shall be offered according to the Federal COBRA guidelines. The College will pay the premium for the first sixty days. After sixty days, such cost must be paid monthly according to COBRA guidelines by the faculty member's representative.
- 3. Life Insurance

The College shall provide each full-time salaried faculty member with term life insurance coverage. This Benefit will be a fully insured life insurance benefit equal to one and one-half  $(1\frac{1}{2})$  of each qualified faculty member's base salary as defined in Article 7.G.

Full-time hourly faculty members shall receive \$60,000 term life insurance.

- A \$12,000 term life insurance benefit shall be paid to the following:
- a. Part-time hourly faculty members working 20 hours or more but less than 32.5 hours per week.
- b. Adjunct faculty employed from 6-14 contact hours.
- c. Non-classroom faculty employed at least 10.5 hours per week but less than full-time.
- 4. The additional term life insurance program implemented in 1969-70, for full-time faculty members, shall continue under the following conditions:
  - a. Must have no fewer than 75% of the faculty members participating or participation pursuant to the insurance company's policy.
  - b. Must comply with the insurance carrier's rules and regulations.
  - c. The rate charged to the faculty member, via pay deductions, will be in accordance with IRS rate tables.
  - d. The amount of supplemental term life insurance coverage which can be purchased is up to \$20,000, of which the Faculty Association pays the premium on the first \$1,000. Any additional purchase is subject to insurance company requirements.

- 5. The College shall provide not less than \$1,000,000 liability insurance for each faculty member during the time (hours and days) he/she is employed by the College.
- 6. Long Term Disability effective January 1, 1975
  - a. Will be provided for each full-time faculty member who had at least two (2) years of Grand Rapids Community College/Junior College employment with the following stipulations:
    - (1) 90-day waiting period
    - (2) 50% of the faculty member's base salary. (as defined in Article 7.G)
    - (3) Offsets
      - (a.) Social Security
      - (b.) Worker's Compensation
      - (c.) Michigan Public School Retirement
  - b. Will be provided for each full-time faculty member with at least two (2) years of Grand Rapids Community College/Junior College service and vested in Michigan Public Schools Employee Retirement System (or participating in the Optional Retirement Plan and meeting the requirements of vesting in the Michigan Public School Employee Retirement System), with the following stipulations:
    - (1) 60-day waiting period
    - (2) 66 and 2/3% of the faculty member's base salary (as defined in Article 7.G)
    - (3) Offsets
      - (a.) Social Security
      - (b.) Worker's Compensation
      - (c.) Michigan Public School Retirement
    - (4) Each faculty member must utilize all of his/her sick leave before becoming eligible for LTD benefits.
- 7. Dental and Vision Reimbursement Program
  - a. Dental

Eligibility and Protection:

The College shall provide reimbursement to each full-time faculty member.

Reimbursement shall be for the faculty member and dependent/immediate family member (spouse/domestic partner, child and/or minor child assigned to the faculty member by a court) for the following dental care protection:

- (1) Scaling and polishing
- (2) Fillings
- (3) Fluoride treatment
- (4) Extraction
- (5) Diagnostic X-rays
- (6) Root canals
- (7) Crowns
- (8) Oral surgery

- (9) Bridge, denture and partials
- (10) Periodontics
- (11) Anesthetics while providing any of the above
- (12) Orthodontics
- (13) Oral and maxillofacial surgery
- (14) Teeth sealing
- (15) Preventative Care Dental Services:

Claims for covered dependents under age 18 for oral examination and fluoride treatment are reimbursed at 100% and are not subject to the Benefit Year dollar amount if these services are not covered under the employee's health insurance plan.

The following are excluded:

- (1) Any service or supplies not furnished by a licensed dentist.
- (2) Any service or supply not reasonably necessary for the dental care of the eligible individual.
- (3) Cosmetic.
- (4) Any care provided or reimbursed by other sources.
- (5) Replacement of lost or stolen bridge, denture and/or partials.
- (6) Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).

#### b. Vision

- (1) Eligibility
  - (a.) The faculty member must be full-time.
  - (b.) Dependents are:
    - i: The employee's spouse/domestic partner
    - ii: The employee's child, step-children, adopted children, and/or children assigned to the faculty member by the court as defined within the meaning of the United States Internal Revenue Code.
- (2) Services and Material Covered
  - (a.) Vision examination by:
    - i: Optometrist
    - ii: Ophthalmologist
  - (b.) Correctable Lenses by Prescription
    - i. Regular
    - ii. Contact
  - (c.) Frames
  - (d.) Corrective Surgery
  - (e.) Preventative Care Vision Services:

Claims for covered dependents under age 18 for routine vision examination reimbursed at 100% and are not subject to the Benefit Year dollar amount if these services are not covered under the employee's health insurance plan.

- (3) Services and Materials not Covered
  - (a.) Cosmetic purposes
  - (b.) Non-corrective lenses
  - (c.) Vision therapy
  - (d.) Medical or surgical treatment of the eyes except for corrective surgery
  - (e.) Charges to which benefits are provided under Worker's Compensation, other laws, other insurance, or other Board policies, rules, etc.
  - (f.) The cost of any service and/or material or of any combination thereof over the tri-annual allowance.
- c. Reimbursement
  - (1) Rate

The College shall reimburse the faculty member 90% of the actual charge with a maximum annual reimbursement in the amount of \$2,500 for the full family each fiscal year (July 1 to June 30).

- (2) Procedure
  - (a.) The faculty member must pay the full cost for eligible services and materials and submit a copy of the doctor's billing and show evidence of payment (canceled check or other documents acceptable to the College) along with the College's dental-vision reimbursement claim form.
  - (b.) The College will process the claim according to its policies and procedures in effect for all other billings.
  - (c.) External and Internal Coordination Benefits shall apply to all eligibility claims.
- 8. Flexible Spending Account
  - a. All faculty members will have the opportunity to contribute to a flexible spending account established by the College, to cover medical expenses not covered by health care provider. This also includes uncompensated costs for vision and dental services.
  - b. As of January 1, of each year, the employee may elect to contribute up to the IRS maximum limit through payroll pre-tax deductions. This will be done during an open enrollment period as defined by the College.
  - c. All faculty members shall also have the opportunity to contribute to this account for dependent care. Contributions to the account, up to the IRS maximum limit, will be made through payroll deduction for this purpose.
  - d. Guidelines for reimbursement from this account will be in accordance with IRS rule and laws governing flexible spending accounts. Reimbursement will be made through a vendor selected by the College.

## Q. PAYROLL DEDUCTIONS

In addition to payroll deductions provided for in Article 2.D, payroll deductions will also be available to the faculty members on a mutually agreed basis for the United Way, annuity programs approved by the College, insurance premiums, and other optional deductions; a list of which may be obtained in Human Resources. Such deductions shall be remitted to the recipients within three business days of the dates of the payroll to which it relates.

The College shall not be liable for any errors or losses in the administration of this provision unless it is shown that the College was negligent in the care and handling of the monies involved.

#### R. GRAND RAPIDS COMMUNITY COLLEGE TUITION REIMBURSEMENT

Each full-time faculty member and his/her spouse/domestic partner, unmarried children, unmarried stepchildren, and unmarried foster children up to the age of 24, regardless of residency, may waive up to twelve (12) credit hours and fees each semester (fall, winter, and summer).

Adjuncts teaching half time or more receive the full-time faculty member benefit for the semester in which they teach or the next semester if the tuition due date falls within the semester in which they teach. See Article 7.J.

Adjuncts teaching less than half time may have up to 4 credit hours of GRCC classes waived per semester for self only.

Retired Community College/Junior College faculty members and their spouse's/domestic partner's may each have up to 4 credit hours of GRCC classes waived per semester. The spousal benefit may be used by a child/children, stepchild/stepchildren, and foster child/foster children. (The four (4) credit hours may be split between more than one child.) Retired Faculty teaching one-half time or more shall receive the GRCC Tuition benefit of an adjunct teaching one-half time or more.

If any other employee group receives an additional GRCC tuition benefit during the life of this contract, the Faculty Association will receive the same benefit.

The tuition waiver does not include books, and the employee will be responsible for covering these costs.

Employees on unpaid leave of absence shall not qualify for any of the benefits under this provision.

Tuition and fees will be waived for the first 12 credit hours, regardless of any other available sources of financial aid.

Employee's course work may not interfere with the employee's assignment.

In cases where an employee and spouse/domestic partner both are employed with GRCC in full time Meet & Confer, APSS, Campus Police, Faculty or CEBA employee groups, beneficiaries of this provision will be allowed to combine the benefits of both employees.

The tuition waiver may be used for non-credit courses at GRCC if they lead to national certification. The waiver benefit will be equated to dollars based on a calculation of 12 credit hours at the resident rate and related fees. The tuition waiver cannot be applied to non-credit courses taken for personal interest, Continuing Education Units, and employer specific training.

#### S. PARKING

Faculty members whose primary worksite is the downtown campus and who wish to park on campus will pay for parking at the rates of \$15 per month for full-time faculty, \$8 per month for preschool faculty and \$5 per month for adjunct faculty for the months of September through April. Free parking space off campus will be provided for faculty members for the months of September to April, and the College will provide a free shuttle service to the downtown campus. All faculty may park at the downtown campus from May through August, without fee.

There will not be any parking fee for Job Training faculty members parking at their work site, nor will these faculty members be charged to park at the downtown campus. There will be no parking fee for Faculty members whose primary work sites are other than the downtown campus, nor will these faculty members be charged to park when conducting business on the main campus.

One lost card will be replaced free; additional lost cards will be replaced for \$5.00 each. Damaged cards due to normal wear and tear will be replaced free.

## T. AUTOMOBILE VANDALISM AND/OR THEFT

Reimbursement to the faculty member (one-half time or more) for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:

- 1. The faculty member is acting in the line of duty when such loss occurs, and the automobile is parked in the designated area as assigned by the appropriate College administrator.
- 2. Such loss occurs during the time the faculty member was acting in the line of duty.
- 3. The faculty member's insurance carrier or the faculty member has paid the first claim (during the duration of this Agreement under conditions 1. and 2. above), except the College will pay the claim up to \$100.
- 4. The items damaged or stolen are attachments to and are regular accessories of the automobile. Tapes, CDs, and add-on audio equipment systems are not considered to be a regular accessory.
- 5. The automobile was secured (windows and doors locked).
- 6. The damage was properly reported to campus police immediately after the discovery of loss.
- 7. The faculty member signs the claim form stating the damage and/or loss was, to the best of that faculty member's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the Business Office.

## U. TUITION REIMBURSEMENT FOR FULL-TIME FACULTY MEMBERS

The College shall reimburse tuition to faculty members under the following conditions:

- 1. Qualifications
  - a. A faculty member must be full-time.
  - b. Faculty members on leave of absence without pay for study purposes may qualify provided the faculty member is not eligible for other sources of tuition reimbursement.
  - c. Faculty members on leave of absence with pay shall not qualify.
  - d. Course work may not interfere with the faculty member's assignment. Exception shall only be by approval of the President or designee.
  - e. Any faculty member eligible to receive tuition reimbursement must return to College employment prior to payment.
- 2. Course Approval
  - a. Request must be made in writing on the form provided by the Human Resources Department at least ten (10) days prior to the beginning of the course. Such requests must include the course number, name and description, date, and the name of the university or college offering the course.
  - b. Such courses must be college credit or workshops equivalent to credit courses.
  - c. The course must be related to current and/or prospective College offerings. The administration's judgment on this condition is final and binding and is not subject to the grievance procedure.
  - d. Approval or disapproval shall be submitted to the faculty member in writing.

- 3. Tuition Reimbursement Rates
  - a. Courses taken at the University of Michigan, Michigan State University, or Western Michigan University shall be reimbursed the regular tuition rate charged.
  - b. Courses taken at other institutions shall be reimbursed at the regular tuition rate charged but shall not exceed the highest current rate of the universities referred to above.
- 4. Maximum Number of Hours per Fiscal Year (12 Months) for Tuition Reimbursement a. Eight (8) semester hours, or
  - b. Twelve (12) term hours, or
  - c. Combination of the above not to exceed the equivalent of either 4.a or 4.b.
  - d. A two-year allotment may be taken simultaneously provided the faculty member is enrolled in a course or courses, which begin in one (1) fiscal year and terminate in the next fiscal year.
- 5. Tuition Reimbursement Application Procedure
  - a. Pre-approval of course by the Provost or designee (see U.2, Course Approval) must be obtained.
  - b. The faculty member must satisfactorily complete the course.
  - c. Submit the tuition receipt to the approving party in Article 7.U.5.a above for payment authorization.
  - d. The Human Resources Office shall make payments according to its procedures.

## V. PROFESSIONAL EXPENSES

1. Full-time Faculty Members

Expenses incurred for every full-time faculty member shall be reimbursed as follows:

	2016-2017	2017-2018	2018-2019
32-34 week employee	\$800	\$600	\$600
42-44 week employee	\$800	\$600	\$600
52-week employee	\$900	\$600	\$600

Faculty may use their 3-year professional expense allotment for approved expenditures at any time during the life of this contract.

These funds provide support for faculty in their work:

- a. where the expenditure is for the professional development (professional activities, conferences, publications, dues) of the faculty member, or
- b. where the faculty member provides assurance that the expenditure is predominately for college or student benefit, not personal use or convenience. Home internet service will not be reimbursed. Some tangible items may be taxable. Taxable items will be reimbursed through payroll.

Guidelines:

- a. Equipment over \$200 purchased in year of retirement requires prior approval. Every effort will be made to provide approval or denial within 10 business days.
- b. New hires will be eligible for yearly allotment for each remaining year of the contract including year of hire.
- c. It is the intent that these resources will not be used to duplicate equipment that is already provided by the College to the faculty member. Faculty members are encouraged to seek

approval for the purchase of equipment. Every effort will be made to respond within 10 business days.

The faculty member will be paid actual expenses incurred or an amount totaling the IRS rate per mile driven to and from his/her destination. Claims for such reimbursement shall be made within six (6) months from the time of expenditure. Reimbursement for meals or incidental expenses shall be at the GSA meal and incidental expense per diem rate consistent with GRCC policy. If the professional conference or meeting is on a scheduled work day, then the faculty member must be on an approved leave to receive reimbursement.

At the end of the contract, if all funds in the department or academic area have not been expended, the balance will be retained in the Department or academic area to be used for professional expenses as defined in this article. These funds must be used in the year following the end of the contract.

#### 2. Adjunct/Part-time Faculty Members (Professional Development Fund)

The College will provide \$12,000 annually for professional development for adjunct/part-time faculty. These funds are intended to provide support for adjunct/part-time faculty in their work for the College where the expenditure is for their professional development, including but not limited to professional activities, conferences, publications and professional dues related to their assignment with GRCC. This fund will not be used for reimbursement for tangible items—except with the approval of the Provost. Adjunct/Part-time faculty are encouraged to seek pre-approval for anticipated expenses.

Expenses incurred by adjunct/part-time faculty shall be reimbursed from the fund according to a procedure developed by the Provost. The Provost will attempt to expend the full fund each year; however, any unexpended funds will be carried over to subsequent years. Due to the size of the fund, the Provost is not expected to approve every request for reimbursement nor will every request be fully or partially funded. The availability of this fund does not preclude the administration from approving requests which can be paid from other sources.

The faculty member will be paid actual expenses incurred or an amount totaling the IRS rate per mile driven to and from his/her destination. Claims for such reimbursement shall be made within six (6) months from the time of expenditure. Reimbursement for meals or incidental expenses shall be at the GSA meal and incidental expense per diem rate consistent with GRCC policy. If the professional conference or meeting is on a scheduled work day, then the faculty member must be on an approved leave to receive reimbursement.

#### W. ASSAULT ON A FACULTY MEMBER

- 1. If a faculty member acting in the line of duty is assaulted, the incident shall immediately be reported to the College.
- 2. In cases of injury inflicted on a faculty member while acting in the line of duty and which is properly reported, work time lost by the faculty member shall not be charged against the faculty member's sick leave. The College shall pay the difference between Worker's Compensation and the faculty member's regular base salary (See Article 7.G for definition of base salary), not to exceed two (2) years so long as the faculty member remains employed by the College.

#### X. RETIREMENT PAY

The College will contribute the required contribution amount for each employee in the Basic Plan. The College will contribute at the same rate for each employee in the Member Investment Plan. This rate is determined annually by MPSERS. As to eligible faculty members who elect to participate in an Optional Retirement Plan, the College will contribute twelve percent (12%) of W-2 earnings, excluding cash payments in lieu of health insurance, provided that the faculty member also authorizes the deduction and contributes three percent (3%) of W-2 earnings.

Any faculty member who meets the requirement of the Michigan Public Schools Employees Retirement System and has completed at least ten (10) years of service with Grand Rapids Junior College/Community College shall receive upon retirement payment for each day of unused sick leave or per year of service, whichever is the greatest as per the rates found in Appendix B-26.Prior Grand Rapids Public School service will be recognized for any faculty employed prior to July 1, 1992.

Special Pay Plan: Qualified benefits payable at the time of retirement (including any accumulated vacation, sick time, incentive pay) will be paid through a tax-deferred account established by the College.

#### Y. WELLNESS

Part-time/adjunct faculty members and their dependents are entitled to enjoy the full use of recreational and health club activities and equipment of the Ford Fieldhouse when the building is available. Full-time faculty are entitled to free full service memberships in the Ford Fieldhouse health club. The faculty members and families will abide by the rules of operation that apply to other full service members.

# **ARTICLE 8 - LEAVES OF ABSENCE WITHOUT PAY**

GENERAL PROVISIONS (These provisions only apply to sections A, C, D, E of this article.)

- 1. The provisions of this Article apply only to full-time faculty.
- 2. Upon return from a leave of absence, the College shall return a faculty member to the same or comparable position, if one exists, or any other position mutually agreed to by the faculty member and the administration.
- 3. The College shall reemploy any faculty member returning from an approved leave of absence at the beginning of a semester, unless otherwise mutually agreed.
- 4. All requests for leave of absence will be applied for and granted or denied in writing. The faculty member must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency, urgency or leaves of two weeks or less.
- 5. The faculty member must notify the President or designee, in writing, of his/her intention to return from such leave at least ninety (90) days prior to the beginning of the winter semester and/or one-hundred twenty (120) days prior to the fall semester. Failure to comply with this condition indicates that the faculty member is automatically resigning from the employment of the College. These timelines do not apply for leaves of two weeks or less.
- 6. No benefits will accrue for any faculty member while on a leave of absence except as otherwise stated herein. Upon return from such leave, the faculty member's unused sick leave benefit, which had been accumulated at the time the leave commenced, will be restored to him/her.

#### A. PERSONAL ILLNESS

Any faculty member who has been afflicted with extended personal illness will be granted a leave of absence up to one (1) year upon application thereof. Such application must be accompanied by a physician's certificate of recommendation supporting same. Such leave shall be without pay and without increment advancement. This leave shall, upon request, be renewed each year for two (2) additional leaves of one (1) year each. The College may require at its expense a medical examination as a prerequisite to reinstatement after any such leave. In the case of extended family illness such leave would be given consideration.

## B. FAMILY AND MEDICAL LEAVE ACT

Faculty are required to use paid leaves which will be charged as leave under the Family and Medical Leave Act of 1993.

As appropriate based on conditions of employment:

- 1. Requests for leaves of absence under the Family and Medical Leave Act (hereinafter called Act) shall comply with the Act.
- 2. Faculty members are required to use paid vacation days for family leave as defined under the Act.
- 3. Faculty members are required to use accumulated paid sick leave days for FMLA leaves because of serious personal illness or serious illness of family, as defined by the FMLA.
- 4. In determining the 12 months in which FMLA leaves may be taken, a fixed 12-month Fiscal Year period (July 1 through June 30) will be used.

# C. MILITARY

Any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay. Upon return from such leave, a faculty member shall receive full credit on the salary schedule for the time served provided the faculty member has received an honorable discharge or honorable release from active duty, submits a written request for re-employment within ninety (90) days from the date of discharge and is still qualified and competent to perform faculty duties. It is the responsibility of the faculty member to submit to the Director of Human Resources (Labor Relations, Employment & EEO/AA) the official documents to support the above activity.

# D. SELF-IMPROVEMENT THROUGH STUDY

A leave of absence without pay for up to one (1) year with renewal privileges will, upon approval of the President, be granted for any tenured faculty member who desires to study in his/her major or minor field or any other field approved by the President. The faculty member will, provided he/she was engaged as a full-time participant in such study program and upon return from such leave, receive full credit on the salary schedule for the first year of such leave. The College has the option to grant additional step or steps or not to grant additional step or steps for any leave extended with the President's approval.

## E. DEPENDENT CHILD CARE

- 1. The College shall grant, upon request, a one-year dependent childcare leave without pay to faculty members. The College may renew such leave annually. The College agrees to give the faculty members granted such leave the first opportunity to fill the same or a comparable position to that held before going on leave.
- 2. The above childcare leaves of absence procedure shall also apply to faculty members who adopt a child.
- 3. Faculty members returning from leave complying with the provisions of this section shall be placed on that step of the salary schedule from which they went on leave, unless they were employed for at least fifty (50) percent of their last teaching year, in which case they shall be eligible for advancement under the faculty evaluation system.

# F. ASSOCIATION LEAVE

A leave of absence for one (1) faculty member, up to one-half time, shall be granted upon application for the purpose of serving as a representative of the Association.

## G. OTHER LEAVES

Other leaves of absence without pay may be granted by the College.

# **ARTICLE 9 - LEAVES OF ABSENCE WITH PAY**

## A. SABBATICAL LEAVE

- 1. Professional leave is a leave for a sabbatical and/or professional activity.
- 2. All faculty members shall be eligible for one (1) year sabbatical leave after completing no less than six (6) years and for each such period of actual professional service at the Grand Rapids Junior/Community College uninterrupted by anything other than approved leave(s) of absence.

Granting of sabbatical leaves shall be in accordance with the policies and procedures pertaining thereto (see Board Policy 6.10, Sabbatical Leaves, adopted December 13, 1993).

To apply for a sabbatical leave, the faculty member shall submit a proposal on the appropriate form to the Sabbatical Review Committee. The Sabbatical Review Committee shall include the academic deans and at least one department head/program director from each school. The committee shall review all proposals and make a recommendation to Cabinet for final approval.

The College will pay such faculty members one-half of the base salary which they would ordinarily receive.

The following academic year, the faculty member must return to Grand Rapids Community College and render at least two (2) consecutive years of satisfactory service.

- 3. A one (1) semester sabbatical leave may also be granted under the same terms, as in A.2 above, except the obligation to return to the Grand Rapids Community College shall be for one (1) year. After a one (1) semester leave, the faculty member is eligible for one (1) more semester leave.
- 4. A one (1) semester sabbatical leave may also be granted under the same terms, as in A.2 above, except with full base salary and under the following provisions:
  - a. The administration and Association shall encourage such sabbaticals to be taken during the winter semester.
  - b. The administration and the Association shall encourage disbursement of the students into remaining regular classes.
  - c. A leave granted under section A.4 shall be counted the same as a leave under section A.2 in terms of eligibility and obligation.
- 5. Sick Days
  - a. If a faculty member is granted a one-year sabbatical pursuant to Article 9-LEAVE OF ABSENCE WITH PAY, that faculty member shall receive no sick days for that academic year.
  - b. If the faculty member's sabbatical leave is one semester, the faculty member shall be granted ten (10) sick days for the academic year pursuant to Article 9-B SICK LEAVE OR BEREAVEMENT
- 6. Retirement Pay
  - a. Michigan Public Schools Retirement System (MPSERS): A faculty member who participates in the MPSERS Retirement system and who has been granted leave pursuant to Article 9- LEAVES OF ABSENCE WITH PAY, Paragraph A, shall not be eligible for retirement pay during the period of the sabbatical in accordance to MPSERS regulations.
  - b. Optional Retirement Plan (ORP): A faculty member who participates in ORP and who has been granted leave pursuant to Article 9- LEAVES OF ABSENCE WITH PAY, Paragraph A, shall be paid under Article7.X. RETIREMENT PAY based on the faculty member's W-2 earnings:

- i. If the sabbatical leave is for one semester, the College and the faculty members' contribution shall be stated therein, i.e., 12% -3% respectively.
- ii. If the sabbatical leave is for one year, the College and the faculty member's contributions shall be one-half of the percentages, i.e., 6% 1½%, respectively.

#### B. SICK LEAVE OR BEREAVEMENT

Sick Leave

Every full-time faculty member shall be granted ten (10) working days of leave with pay per academic year subject to the limitations herein. (Eleven (11) days shall be granted for 40, 41, 42, and 44-week faculty, and twelve (12) days to 52-week faculty per fiscal year.)

Sick leave shall be deducted in increments not less than <sup>1</sup>/<sub>2</sub> of one day.

The above sick days shall cover a faculty member's normal load. Any overload assigned as a part of the faculty member's normal load shall be included.

For a class that is entirely overload, a faculty member shall be granted one class period of sick leave pay for each time per week the class meets. These sick leaves are granted each semester and are not cumulative.

- 2. Part-time/adjunct faculty shall be granted one class period leave with pay for each time per week a class meets. These sick leaves are granted each semester and are not cumulative.
- 3. With the approval of his/her dean, the faculty member may make up the missed sessions beyond those provided for the day or days previously deducted.
- 4. Faculty shall provide advance notice of absences to the proper administrative offices whenever possible; otherwise, notice will be provided as soon as possible.
- 5. Leave time may be used for absence from duty because of personal illness, injury, or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Worker's Compensation Law, such leave time may be used to supplement Workers' Compensation so that the total amount paid a faculty member shall equal, but not exceed, his/her base salary for the period of absence from duty.
- 6. Leave time because of the illness or injury of a relative or friend shall be granted for emergency arrangements and shall not exceed two (2) working days per absence. This limit shall not apply if the leave time qualifies under the Family and Medical Leave Act (Article 8.B).
- 7. Leave time used shall be deducted from the faculty member's leave bank.
- 8. Unused sick leave shall be cumulative and shall be credited to the full-time faculty member's leave bank.
  - a. The annual allocated leave days credited shall have unlimited accumulation and shall become effective when the faculty member reports for duty, as authorized, at the beginning of the academic year.
  - b. Full-time faculty hired after the beginning of the academic year shall be granted sick leave on a pro-rated basis, one day per month worked.
- 9. Any faculty member absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one (1) year may be required by the President of the College, or designee, to provide a medical statement by a physician certifying that the faculty member was unable to be on duty during such absence. The President of the College, or designee, at his/her option, may require approval of any such medical certificate by another physician selected by the President of the

College, or designee.

- 10. Accumulated sick leave time shall no longer exist upon termination of employment except when a leave of absence is granted by the College.
- 11. Faculty members who are absent both before and after a holiday for which pay is granted will not be paid for that holiday except when an absence is due to proven illness or injury.
- 12. Hourly faculty members receive sick leave pay equal to the average number of hours worked per day.

#### Bereavement

- 1. Full-time Faculty:
  - a. Leave time because of death in the immediate family of a faculty member shall not exceed the remaining portion of the week in which death occurs plus five (5) additional workdays. Immediate family shall include spouse, domestic partner, child, father, mother, brother, sister; stepchild, stepfather, stepmother, stepbrother, stepsister; father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law; grandparent, grandchild, spouse's/domestic partner's grandparent; foster parent, foster child, or any minor child living with the faculty member and other members of his/her immediate household.
    - (1) Leave time for death of other relatives shall not exceed five (5) working days.
    - (2) Leave time for death of friends shall not exceed two (2) working days.
    - (3) Bereavement shall not be deducted from a faculty member's leave bank.
- 2. Part-time/Adjunct Faculty:
  - a. Part time adjunct faculty shall be granted one class period bereavement leave with pay for each time per week a class meets. This bereavement leave will apply in the event of death in the immediate family. Immediate family shall include spouse, domestic partner, child, father, mother, brother, sister; stepchild, stepfather, stepmother, stepbrother, stepsister; father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law; grandparent, grandchild, spouse's/domestic partner's grandparent; foster parent, foster child, or any minor child living with the faculty member and other members of his/her immediate household.

#### C. OTHER LEAVES

Leaves for other purposes with full pay not chargeable against the faculty member's sick leave days shall be granted for the following reasons:

1. In the event a faculty member is summoned for jury duty or is under process of any court for the purpose of being a witness in a legal case, a special leave of absence with pay shall be granted for that purpose, provided such faculty member shows to the immediate supervisor the court order or subpoena upon receipt thereof. When possible, faculty members should attempt to have their jury duty obligations postponed until a time which has minimal effect on their ability to fulfill their assignments.

While assigned to jury duty, the faculty member shall receive his/her normal rate of pay. Payment received from the court for jury duty services (excluding expenses for mileage, parking and/or meals with proper receipts) shall be remitted to Grand Rapids Community College. Reimbursements are to be forwarded to the Human Resources Department.

- 2. Demonstrated court required appearances.
- 3. Visitation to and/or participation in educational programs or conferences wherein provision for maintenance of assignment can be made by the faculty member to the satisfaction of the

College administration except for three (3) working days provided for this purpose by the College and in those instances wherein such leave is by administrative request. Application forms provided by the College shall be submitted to the President or his/her designee no less than five (5) working days prior to the date of leave. Approval or disapproval shall be given in writing to the faculty member prior to the requested leave date. Part-time/adjunct faculty may participate in educational conferences with prior approval of the Provost or his/her designee.

Such leaves shall be taken in increments not less than half of one day.

- 4. Attending any function when so requested by the administration.
- 5. Persons on leave from their day assignment to attend professional conferences shall also be on a paid leave from any evening assignments.

#### D. FACULTY MEMBER PERSONAL BUSINESS LEAVE

- 1. There may be personal conditions or circumstances which may require a faculty member's absenteeism for reasons other than heretofore mentioned. A personal business leave day is to be used by a faculty member for time off which is required to conduct personal business during work time which cannot be conducted during non-work time.
- 2. A full-time faculty member may take a maximum of two (2) days per contract year (may be used during summer semester if faculty member has an assignment). 52-week faculty members may take a maximum of three (3) days per contract year. Such leaves shall be taken in increments not less than half of one day. For Full Time faculty members, personal business leave is not deducted from sick leave.
- 3. Part-time/adjunct faculty members may substitute one personal business leave day in lieu of one sick day, once per semester. Such leave shall not be accumulated. This option is also available to full time faculty who have a contract which is less than 52 weeks and who teach overload during the summer.
- 4. Such leave shall not be used for leaves covered under Article 9.B Sick Leave and shall not be accumulated.
- 5. Such leave shall not be allowed for the first or last day of the school year nor on the first working day preceding or following a vacation period or holiday.
- 6. Each faculty member shall provide written notification of such leave by submitting a Personal Business Leave with Pay Request Form as soon as possible in advance of the anticipated absence. In cases of emergency, a faculty member shall provide the above form as soon as possible.
- 7. It is not intended that these days be used for group actions as a part of any labor dispute.

Exceptions to 1-7 above will be granted at the discretion of the Dean or designee.

If faculty members have exhausted all paid leave during an approved FMLA, they shall have their personal business leave banks repopulated upon return from FMLA.

- E. VACATION (Job Training, Training Solutions, 52-week Preschool faculty, and 52-week Counselors)
  - 1. Entitlement –

Vacations shall be earned on the fiscal year (July 1 to June 30) as follows:

During 1<sup>st</sup> year of employment 1- 5 years completed 10 days/year prorated based on date of hire 14 days/year

6-10 years completed	19 days/year
11-20 years completed	24 days/year
21 + years completed	26 days/year

(Job Training faculty are required to use 4 days of vacation during the week of July 4)

2. Each full-time faculty member shall be able to carry over unused vacation days to the end of the current calendar year.

In the event a faculty member does not use all of his/her earned vacation days by the end of the calendar year, the unused days, not to exceed five (5) days, can be credited to the faculty member's sick leave bank.

The faculty member shall notify Payroll in writing, no later than December 31 of each year, of the number of days to apply to the sick leave bank.

- 3. Scheduling of vacation must be approved by the supervisor.
- 4. Vacation pay shall be paid in the same manner as regular pay.
- 5. The College shall include all accrued vacation in a faculty member's final paycheck following separation from employment.

## F. SICK LEAVE BANK

## Sick Leave Bank Definition

The purpose of this sick leave bank is to alleviate the hardship caused by a condition that forces the employee to exhaust all eligible sick and vacation leave time.

Sick Bank

All unused full time faculty personal days will automatically be added to the Sick Bank at their expiration.

Eligibility and Limitations

- 1. Eligible faculty members include all full-time faculty members who have exhausted all paid sick and vacation days and who are on authorized FMLA leave for any qualifying purpose.
- 2. A full-time faculty member may receive a maximum of 60 days per annual FMLA leave.

## G. TIME FOR TIME TRADE

Time for Time Trade occurs when two faculty members exchange instructional obligations in order to ensure that their assigned classes meet during the time scheduled and for the appropriate length of time. Faculty coordinate their own instances of Time for Time Trade. Any faculty member engaging in Time for time Trade must be an employee of the college and meet the minimum credentials required to perform the instructional duties required on the day of the trade.

## **ARTICLE 10 - GRIEVANCE PROCEDURES**

# A. DEFINITIONS

- 1. A grievance is a claim by one (1) or more faculty members or by the Association that there has been a violation or misapplication of any term of this Agreement or of any rules, order or regulation of the College affecting the terms and conditions of employment of faculty members.
- 2. Types of Grievance
  - a. Type A A claim based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through Level Three but will not be arbitrable.
  - b. Type B A claim based upon a violation or improper application of this Agreement may be processed through Level Four including binding arbitration.
- 3. If a grievance is to be filed, it must be done at Level One by the aggrieved faculty member or members. If, however, he/she or they desire not to do so, the Association may file that grievance on behalf of such faculty member or members. If any individual grievant desires not to join in signing or processing a grievance, his/her identity shall not be disclosed during the processing of the grievance under this Article nor shall the College be required to take any action, including the payment of back pay, with respect to any such faculty member who declines to sign or file the grievance.
- 4. Any grievance filed by the Association shall be filed at Level Two within thirty (30) days after any official of the Association has or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.
- 5. In the event a "class" (a large group of faculty members are directly affected) grievance is filed, individual signatures may be waived by mutual agreement in writing between representatives of the Association and the College.

# B. PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of the procedure.
- 2. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance as defined in A.2.a. of this Article to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

# C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the faculty member within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the administrator fails to take appropriate action within the time limits specified, the grievance is eligible for submission by the aggrieved to the next level of the grievance procedure. The time limits specified may, however, be extended by mutual written agreement between the aggrieved and appropriate College representative at the particular level involved.

Grievances shall be processed as follows:

1. Level One – Informal Dialogue

- a. A faculty member shall within ten (10) working days of having knowledge of a grievance, orally discuss the matter with the appropriate College administrator with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion(s) and he/she wishes to further pursue the matter, he/she shall file the grievance in writing to that appropriate administrator. The written grievance must be submitted within five (5) working days following date of oral discussion(s). Copies shall be submitted by the aggrieved to the Assistant to the General Counsel and the Association.
- b. The appropriate administrator shall within five (5) working days of the filing date submit a written answer to the aggrieved with copies to the Assistant to the General Counsel and the Association.
- 2. Level Two Collaborative Resolution
  - a. If the aggrieved is not satisfied with the written disposition following the informal dialogue, he or she may within five (5) working days after receipt of the written answer following Level One file notice thereof to the Assistant to the General Counsel stating the reason for dissatisfaction. The aggrieved and/or his or her association representative will contact the Assistant to the General Counsel to set up a meeting to review the facts giving rise to the grievance.
  - b. Within five (5) working days of receipt of such grievance, the Assistant to the General Counsel will meet with the aggrieved to discuss the issue. Association representatives may be present and shall be present at the request of either the Assistant to the General Counsel or the aggrieved. A written answer shall be given within five (5) working days after such meeting. Copies of this answer shall be submitted to the Association.
  - c. If the parties are unable to reach a mutually agreeable resolution to the grievance, the College and the Association agree to seek the assistance of a third party neutral in an attempt to reach resolution. The Faculty Association shall notify the Assistant to the General Counsel of their desire to move the grievance to Level Three within 5 working days following the receipt of the Level Two decision.
- 3. Level Three Third Party Neutral
  - a. This step will involve a review of the facts by a neutral person or persons who will make a non-binding recommendation to the parties for a resolution of the grievance. Any costs associated with the third party neutral will be shared by the Faculty Association and the College. The third party neutral will decide how to gather the facts necessary to make a recommendation to the parties. The parties may agree to take the grievance to an alternative forum including but not limited to Dispute Resolution Center, formal mediation, or other mutually agreed upon neutral parties.
  - b. If the Faculty Association is not satisfied with the resolution proposed at this level, the Association shall, within ten (10) working days following the decision of the third party neutral, notify the Assistant to the General Counsel in writing of the request to move the grievance to Level Four, Arbitration.
- 4. Level Four Arbitration
  - a. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected in accordance with the rules and procedures of the American Arbitration Association or the Michigan Employment Relations Commission.
  - b. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties.
  - c. Issues, witnesses and documents presented at arbitration shall be limited to those issues, witnesses and documents that have been disclosed to both parties no later than 60 days in

advance of arbitration. The party presented with the new information shall have 30 days thereafter to identify additional issues, witnesses and documents in response. The goal is to ensure that both parties have full knowledge of all relevant information in advance of arbitration to make informed decisions regarding settlement.

d. The fees and expenses of the arbitrator shall be shared equally by the College and the Association.

#### D. TIME LIMITS

No grievance or claim shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

#### E. DEMOTION AND DISCHARGE

In the event a faculty member with College-granted tenure is demoted or discharged, the process of the Teacher Tenure Act shall apply. The arbitrator shall, to the extent possible, act as if he/she were sitting on the State Tenure Commission and shall render his/her decision on the same basis and using the same standards as those applied by the State Tenure Commission.

Any probationary faculty member not on a continuing contract shall be employed for the ensuing year unless notified (in writing) at least 60 days before the close of the academic year that his/her services will be discontinued.

#### F. NON-GRIEVABLE ITEMS

The following matters shall not be the basis of any grievance or claim filed under the procedure outlined in this Article:

- 1. The termination of services or failure to reemploy any probationary teacher.
- 2. The Preamble.

## G. DISCIPLINE

The following provisions apply to all discipline, including discipline addressed in Articles 4D, 6G, 10E, and the Administrative Investigation MOU –

- 1. Disciplinary action will be based upon the standards of just cause.
- 2. Reasonable Policy or Rule: The rule or policy violated will be reasonably related to the orderly, efficient and safe operation of the College.
- 3. Discipline will be progressive in nature and intended to correct behavior. When the nature of the offense warrants, discipline up to and including discharge may be imposed for a first offense.
- 4. In any investigatory interview with an employee, the employee will be afforded the opportunity to have a Faculty Association representative present. This shall apply only to the faculty member who is the subject of the disciplinary investigation. The administration will offer the faculty member who is the subject of the disciplinary investigation the opportunity to have a union representative present during the investigatory interview. The union member may decline.
- 5. At the discretion of administration, Faculty Association representatives may be invited to be present during investigatory interviews with union members who are not the subject of the investigation.

- 6. If a union member requests representation in an investigatory interview, the College will allow a Faculty Association representative to be present.
- 7. If a Faculty Association member is not the person who is the subject of a disciplinary interview but makes a statement during an interview that upon further questioning could lead to his/her discipline, the administrator will stop the interview and advise the Faculty Association member of his/her right to union representation.

# **ARTICLE 11 - NO STRIKE CLAUSE**

# A. NO STRIKE

During the term of this Agreement neither the Association nor any persons acting in its behalf nor any individual faculty member will cause, authorize or support, or take part in any strike (i.e., the concerted failure to report for duty, or the concerted absence of faculty members from their positions, or concerted stoppage of work or abstinence in whole or part from the full, faithful, and proper performance of the faculty members' duties of employment).

# **B. DISCIPLINE OR PENALTIES**

Willful violation of this Article by any faculty member or group of faculty members will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein shall restrict the College in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of this Article.

# C. VIOLATION

Violation of any terms, sections, or provisions of this Agreement by any faculty member or members shall constitute just cause for disciplinary action up to and including discharge.

# **ARTICLE 12 - LAYOFF, RECALL, AND NEW POSITIONS**

# A. LAYOFF

For reasons of over-staffing, the Board may cause the necessary number of faculty members to be laid off without pay and without benefits under the following procedure:

- 1. The Board shall request and consider voluntary layoffs first.
- 2. Mandatory layoffs of full-time faculty members, in addition to the above, shall take place in inverse order of seniority within each subject matter discipline or a department/academic area plan which is accepted by both the Faculty Association and the College.
- 3. Notice of layoff of full-time faculty shall occur no less than sixty (60) days prior to the end of the College's fiscal year.
- 4. In the event the College administration elects to remove an academic program, the Board shall provide a sixty (60) day layoff advance warning to faculty members affected by such removal.

Should a Job Training external funding source withdraw funding with less than sixty (60) days' notice, the Job Training faculty member affected by such program removal will receive a minimum of fourteen (14) days' notice.

- 5. A part-time/adjunct faculty member may be employed so long as no qualified full-time faculty members are on layoff. Divisional, Department/Academic Area precedent(s) will be used to determine qualification.
- B. RECALL
  - 1. Recall shall be within subject matter discipline but in inverse order of the faculty placed on the mandatory layoff list (full-time faculty) and followed by recalling those faculty members who were placed on the voluntary layoff lists or by implementing a department or academic area plan which is accepted by both the Faculty Association and the Board.
  - 2. Within five (5) working days of receipt of notice of recall, the faculty member must notify Human Resources in writing of acceptance of recall. Failure to do so results in loss of right to reemployment.
  - 3. Faculty on layoff are responsible for providing Human Resources written notice of the telephone number and address to which notice of recall is to be made.
  - 4. No new faculty member shall be appointed while there are available faculty members on the layoff list who are qualified to fill the vacancy and provided that the recalled faculty member reports to his/her assignment within fifteen (15) calendar days from the date of recall notification or unless otherwise mutually agreed to by the parties involved.

The College may temporarily cover the faculty member's duties during this fifteen (15)-day period.

5. Upon recall all credit and benefits to the faculty member in effect at the time of the layoff shall be reinstated.

# C. NEW POSITIONS

The following procedure will be in effect when new position(s) within the bargaining unit are established during this Agreement:

- 1. The College will develop a job description and wage rate for the new position.
- 2. The job description and wage rate, as developed by the College, will be explained to the Association's representative. The rate may be installed without agreement subject to adjustment as provided below.
- 3. When a wage rate for a new position is installed, the faculty member affected may, at any time within ninety (90) days from receipt of the job description and rate, file a Type B grievance alleging that the classification is improperly described and/or that such new rate does not bear a fair wage relationship to the wage rate structure in this agreement. Such grievance shall be adjusted under the grievance procedure of this Agreement. If such grievance is settled at any step of the grievance procedure, the settlement shall be effective as of the date when the faculty member was assigned to the new position.
- 4. The College will notify in writing the chief negotiator and all officers of the Association of all job openings at the College.

## D. LAYOFF PROVISIONS UNIQUE TO JOB TRAINING

The following interpretation of 12.A and 12.B contract language shall apply regarding the elimination of instructor position(s) in Job Training.

When the elimination of a full time Job Training Instructor position is deemed necessary by Administration, the provisions of Article 6-General Working Conditions (and other provisions as noted) shall be applied as follows:

- 1. The Board will request and consider voluntary layoffs first.
- 2. The Provost will determine the positions to be eliminated. Consistent with Article 12-Layoff, Recall & New Positions, Sections 2 and 4, the lowest senior individual in that position shall be informed of the position elimination and reassigned to another instructor position at Job Training if a position exists that the individual has the seniority, experience and qualifications to perform satisfactorily.
- 3. If the reassignment results in another Job Training Instructor to be displaced from his/her position, then that displaced individual will be informed and reassigned as indicated in 2 above.
- 4. If there are no positions remaining in Job Training and/or the individual displaced does not have the qualifications to be reassigned to another Job Training Instructor position, the Provost shall determine if the individual has the qualifications to instruct available courses prior to the hiring of any part time/adjunct faculty, consistent with Article 12A.5.
- 5. Reassignment will be based on qualifications and course availability. Article 3.F Article 6.C.3 and Article 6.C.7 shall be applied.
- 6. Individuals will carry their seniority in accordance with Article 6.D.4.
- 7. In the event a displaced Job Training Instructor does not have the necessary qualifications to hold a full time Job Training Instructor position or be assigned to another faculty position within the jurisdiction of the Faculty Association contract (per Article 6.B.7), that individual will be considered laid off, in accordance with Article 12.A.3.

#### **ARTICLE 13 - MISCELLANEOUS**

#### A. AGREEMENT COPIES

This Agreement shall be made available online to all faculty members. Copies of this Agreement, at the expense of the College, will be provided upon individual request. Requests should be made to Human Resources.

## B. CONTRARY TO LAW

If any provisions of this Agreement or any application of this Agreement is found to be contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. At the request of either party, the invalid practice is subject to negotiations.

#### C. PRIOR AGREEMENTS

Both parties, at this time, have made every attempt to incorporate all past memos of understanding into this agreement. Both parties agree to review any memos of understanding that may be discovered subsequent to the signing of this contract, for incorporation into the agreement.

## D. FACILITIES PRIORITY

The College's program shall have first priority in the use of facilities normally assigned for College use.

#### E. TUBERCULIN SKIN TESTS AND/OR X-RAYS, TESTS, AND INOCULATIONS

If a tuberculin chest x-ray and/or a tuberculin skin test is/are required by law, the College will reimburse each faculty member for the cost.

The College shall provide, at no cost to each faculty member, all medical tests and inoculations required or recommended by a recognized government health agency if necessary to carry out job responsibilities.

## **ARTICLE 14 - NEGOTIATIONS**

- A. Re-negotiation of this agreement for the subsequent years shall commence no later than June 15, 2019. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement shall be reduced to writing and signed by the Board and the Association.
- B. If the negotiations described in section A above have reached an impasse, the procedure described in Act 379 and its amendments of the Michigan Public Acts of 1965 will be followed.
- C. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- D. Neither the Board nor the Association shall have any control over the selection of the bargaining representatives of the other.

#### E. SPECIAL CONFERENCES

The Association and the College agree to using special conferences between the Administration and the Association, to be held at regularly scheduled times and at other times as needed. The agenda of special conferences will be mutually agreed to by both parties. If these special conferences result in mutual agreement to amend the contract, such amendments will be reduced to writing and signed by both parties.

# ARTICLE 15 – PROVISIONS UNIQUE TO TRAINING SOLUTIONS FACULTY

# A. ADDITIONAL COMPENSATION FOR BILLABLE SERVICES FOR HALF-TIME TRAINERS

- 1. Compensation for additional billable services will be paid at a rate found in Appendix B-22 per contracted billable hour.
- 2. The amount to be paid for additional billable services will be calculated as follows:
  - a. The compensation calculation will be conducted each quarter (based on the fiscal year).
  - b. The calculation will be based on the number of weeks in the quarter multiplied by eleven hours, which is the expected number of billable services per week.
  - c. The number of billable service hours greater than expected hours of billable services (e.g., 143 hours), if greater than zero, will be paid at the appropriate rate in Appendix B-22.
  - d. The compensation for additional billable services provided will be processed at the beginning of the following quarter and included no later than the second pay period of that quarter.
  - e. All compensated non-work time (e.g. vacation, bereavement, sick time, etc.) will equate to 2.2 hours of "expected hours of billable services" referenced in A.2.b. The intent is that no half-time trainer will be penalized financially for the appropriate use of compensated non-work time.

#### **B. NON-COMPETITION**

- 1. The faculty members in both the full-time and the half-time positions shall not compete with the services of Training Solutions. These trainers shall not enter into agreement to provide services to existing customers of Training Solutions that may be in competition with those services offered by Training Solutions. Existing customer is defined as any employer, organization, or individual that has purchased services from Training Solutions during the previous year. This non-compete agreement does not preclude the full- or half- time trainer from entering into an employment or contractual relationship to provide services that are not instructional or consultative in nature.
- 2. The faculty member agrees that for a period of six months after the faculty member's employment has been terminated for any reason, regardless of whether the termination is initiated by the College or the faculty member, the faculty member will not directly or indirectly, solicit or provide similar training or consultative services to any entity who is or was a customer of Training Solutions during a period of one year prior to the termination of the employment of the faculty member, unless the faculty member establishes written proof of a pre-established client-vendor relationship. The faculty member agrees not to solicit or provide training or consultative services to such customers on the faculty member's own behalf or on the behalf of any other entity.

#### C. CONDITIONS OF WORK

#### 1. Hours of Availability

The purpose of these positions is to be available when the customer needs training. Training may be conducted at any time during the week (i.e., days, nights, and weekends) depending on customers' needs.

- 2. Notification of the Customer-Focused Work Schedule for the Half-Time Trainer Position.
  - a. The College will provide 30 days' notice of the half-time trainer's billable services schedule.

- b. Adjustments within the 30-day period will be by mutual agreement.
- c. Office hours will be scheduled by mutual agreement.
- 3. Resignation of Position.

The College requests that thirty (30) days' notice be provided in the event that the trainer (fullor half- time) chooses to separate from the College.

4. Combination with Other Work.

The half-time trainer position shall not be combined with other work at the College to create a full-time position without the mutual approval of the College and the Faculty Association.

- 5. If qualified, half-time trainers shall be interviewed for full-time positions for which they apply.
- 6. The Training Solutions trainers (full- and half- time) shall follow the Job Training calendar with the understanding that billable services may be scheduled on "prep days."

# D. BENEFITS

Same as Article 7 except for Articles 7.E.2, 7.E.3, 7.E.4, 7.L, 7.M, and 7.N.

# E. EVALUATION

Full-time Training Solutions Faculty use the Evaluation system in Article 17.

#### ARTICLE 16 PROVISIONS UNIQUE TO LABORATORY TECHNICIANS AND TUTORIAL

# LABORATORY COORDINATORS FACULTY

This article applies to Tutorial Laboratory Coordinators and Laboratory Technicians working in their primary assignment. Applicable provisions will apply when serving in other faculty assignments.

A. The following contract provisions and articles are applicable to Tutorial Laboratory Coordinators and Laboratory Technicians.

Articles 1, 2, 4, 5, 8, 10, 11, 13, 14, 17

Article 3 except for Art 3.K (department head)

# Article 6 – General Working Conditions

- A. Calendars See Appendix A
- B. Workload (Replacement)

Tutorial Laboratory Coordinators are accountable for the effective operations of the labs. Tutorial Laboratory Coordinators must be available for meetings called for by the Associate Dean between 8am to 5pm, Monday through Friday.

Tutorial Laboratory Coordinators will submit their schedules for a minimum of 40 hours/week to the Associate Dean. Any changes are best affected through collaboration with the final approval from the Dean.

Workload for Laboratory Technicians and Applied Music Laboratory Coordinators will follow current pattern.

- C. Conditions: C.1, C.3, C.4, C.6, C.8.
- D. Seniority
- G. Overload: G.1, G.2, G.3, G.7, G.9

G.4 shall apply with the following modification:

Tutorial Laboratory Coordinators and Laboratory Technicians shall be eligible to select Overload assignments at level 3 of Article 6.G.4. An overload assignment may be selected only if it begins and ends outside of the faculty member's scheduled workday. Exceptions to this may be made only with prior written approval of the supervisor.

I. Intellectual Property applies with the following modification:

Plans and materials created for necessary support of lab operations are the shared property of the College and the faculty member.

## Article 7 – Salary, Wages, and Benefits

Salary Schedules – See Appendix B (Applies with this addition)

In addition to his/her base salary, a Laboratory Technician and Tutorial Laboratory Coordinator whose salary is at or above the highest salary step shall receive an annual non-cumulative stipend equal to the percentage increase in the salary schedules times his/her salary.

D. Longevity (Replacement)

- 1. A service longevity payment shall be provided to each employee based upon the total number of longevity years earned from the College and Grand Rapids Public Schools prior to July 1, 1991.
- 2. Employees hired and reporting to their position prior to December 31 of any fiscal year shall receive credit for one (1) year of service that fiscal year on the following July 1.
- 3. Effective July 1, 2002, all longevity service payments will be spread out over twenty-six (26) pay periods.
- 4. Employees working less than 32.5 hours per week will have their longevity prorated.
- 5. Employees hired on or after June 30, 2002 shall receive the following longevity compensation.

Service Years	
Completed 5 years	\$363
Completed 10 years	\$559
Completed 15 years	\$838
Completed 20 years	\$1118
Completed 25 years	\$1677

6. Employees hired before June 30, 2002 shall receive the following longevity compensation:

Service Years	
Completed 5 years	\$559
Completed 10 years	\$1341
Completed 15 years	\$2124
Completed 20 years	\$2906
Completed 25 years	\$3688
Completed 30 years	\$4471

- E. Travel Time and Mileage Reimbursement
- F. Salary Schedule Credit
- I. Salary for Extra Work
- N. Holiday Pay (for hourly employees)
- O. Payroll (Replacement)

Tutorial Laboratory Coordinators and Laboratory Technicians base salary (step from salary schedule and longevity service) will be paid in approximately equal payments beginning no later than the first pay date that includes the faculty member's starting date of employment and every two weeks thereafter.

A faculty member with a contract length of fewer than 52 weeks per year may select to be paid over twenty-six (26) pay periods provided Internal Revenue Service regulations allow such dispersion. Hourly faculty shall be paid longevity increments as a lump sum payment the first date in December.

- P. Insurance
- Q. Payroll Deductions
- R. GRCC Tuition Reimbursement

S. Parking – 7.S shall apply with the following modification:

Tutorial Laboratory Coordinators and Laboratory Technicians whose primary worksite is the downtown campus and who wish to park on campus will pay for parking at the rate of \$10 per month for eight months (September through April).

- T. Automobile Vandalism and/or Theft
- U. Tuition Reimbursement
- V. Professional Expenses 7.V shall apply with the following modification:

These funds must be used to meet the goals of each faculty member's Professional Development Plan.

- W. Assault
- X. Retirement Pay
- Y. Wellness

Article 9 - Leaves of Absence with Pay

B. Sick Leave or Bereavement: B.1, B.4, B.5, B.6 B.7, B.8, B.9, B.10, B.11, B.12, and B.13 shall apply with the following modifications:

9.B.5 shall apply with the base salary defined as the sum of the faculty member's salary schedule step and longevity service.

9.B.6 shall apply to forty-four (44) week Laboratory Technicians and thirty-two (32) week Laboratory Coordinators.

Fifty-two (52) week Tutorial Laboratory Technicians shall receive the following bereavement paid leave days:

Immediate family (in-state)	5 days
Immediate family (out-of-state)	7 days
Other relatives	3 days
Friends	3 days

C. Other Leaves: C.1, C.2, C.4

C.3 shall apply with the following modification:

Conference leave days shall require approval if (a) they do not meet the goals of the faculty member's Professional Development Plan, or (b) the request exceeds the allowable days.

D. Personal Business Leave: D.1, D.4, D.5, D.6, D.7, and D.8.

D.2.: Forty-four (44) week Laboratory Technicians may take a maximum of two (2) days per contract year (which may be used during the summer session if the faculty member has an assignment) for personal business leave. Such leaves shall be taken in increments of not less than half of one day.

Thirty-two (32) week Laboratory Coordinators and fifty-two (52) week Laboratory Coordinators may take a maximum of three (3) days per contract year for personal business leave. Such leaves shall be taken in increments of not less than half of one day.

Personal business leave days shall not be deducted from the faculty member's sick leave bank.

#### E. Vacation: E.1, E.3, E.4, E.6, E.7

E.2 Entitlement

Forty-four (44) week Lab Technicians and Lab Coordinators shall receive prorated vacation based on Article 9.E.1.

Fifty-two (52) week Laboratory Coordinators:

Employees hired on or before June 30, 2002, shall receive the following vacation:

During 1 <sup>st</sup> year of	10 days/year prorated
employment	based on date of hire
1-10 years completed	22 days/year
11-20 years completed	25 days/year
21+ years completed	27 days/year

Employees hired after June 30, 2002, shall receive the following vacation:

During 1 <sup>st</sup> year of	10 days/year prorated
employment	based on date of hire
1- 5 years completed	19 days/year
6-10 years completed	24 days/year
11-15 years completed	26 days/year
16-20 years completed	29 days/year
21+ years completed	31 days/year

F. Sick Leave Bank

## Article 12 - Layoff and Recall 12.C shall apply

Layoff and Recall: For reasons of overstaffing, the Board may cause the necessary number of Tutorial Laboratory Coordinators and Laboratory Technicians to be laid off without pay and without benefits under the following procedure:

- 1. The Board of Trustees shall request and consider voluntary layoffs first. Voluntary layoffs will be requested from the classification and discipline that is determined by the Board of Trustees to be overstaffed.
- 2. Tutorial Laboratory Coordinators and/or Laboratory Technicians will be laid off in inverse order of seniority within their classification and within their disciplines.
- 3. Notice of layoff of Tutorial Laboratory Coordinators and/or Laboratory Technicians shall occur no less than sixty (60) days prior to the end of the College's fiscal year.
- 4. If any Tutorial Laboratory Coordinator or Laboratory Technician is laid off from a current position, as identified, above, the individual(s) notified of layoff shall have the following rights:
  - a. Recall rights per the relevant provisions of this article.
  - b. At the option of the Tutorial Laboratory Coordinators and/or Laboratory Technicians on layoff, he/she shall be assigned up to 15 contact hours (12 for composition instructors) before the provisions of Article 6.G are implemented

for the next academic year semester following layoff under the following circumstances:

- i. Courses for which the Tutorial Laboratory Coordinator or Laboratory Technician is qualified to perform must be available.
- ii. If 15 contact hours (12 for composition instructors) are available, the Tutorial Laboratory Coordinator or Laboratory Technician on layoff shall be compensated for this work at the greater of either (1) the current wage on the 32-week Tutorial Laboratory Coordinator or Laboratory Technician scale subject to annual adjustments or (2) the appropriate rate set forth in Appendix B-21.

He/she will receive full benefits of a full-time Tutorial Laboratory Coordinator or Laboratory Technician and will be obligated to hold five (5) office hours per week.

iii. If 15 contact hours (12 for composition instructors) are not available, the Tutorial Laboratory Coordinator or Laboratory Technician on layoff shall be assigned the maximum number of contact hours available and shall be compensated for this work at the greater of either (1) the prorating of his/her current wage on the 32-week Tutorial Laboratory Coordinator or Laboratory Technician scale or (2) the appropriate rate set forth in Appendix B-21.

Benefits will be prorated based on 15 contact hours (i.e., 15 contact hours = 100% or 12 contact hours = 100% for composition instructors).

- c. Tutorial Laboratory Coordinator or Laboratory Technician on layoff shall maintain his/her level 3 overload selection option referenced in Article 6.G.4.
- d. This provision is effective for the number of semesters the Tutorial Laboratory Coordinator or Laboratory Technician has been employed with Grand Rapids Community College up to a maximum of 10 semesters or retirement, whichever occurs first. The provisions of Article 6.C.7 shall not apply. The assigning of 15 contact hours (12 contact hours for composition instructors) for more than 3 semesters shall not obligate the College to create a full time faculty position for the employee on layoff.
- e. The administration reserves the right to reduce the number of semesters if there is evidence of poor teaching performance.
- 5. Individuals must return to positions if recalled. A refusal to return to recall will be deemed a resignation of employment.
- 6. Recall shall be within the classification and discipline in inverse order of the Tutorial Laboratory Coordinator or Laboratory Technician placed on the mandatory layoff list and followed by recalling those Tutorial Laboratory Coordinators or Laboratory Technicians who were placed on the voluntary layoff lists.
- 7. Within five (5) working days of receipt of notice of recall, the faculty member must notify Human Resources in writing of acceptance of recall. Failure to do so will result in loss of right to re-employment.
- 8. Faculty members on layoff are responsible for providing Human Resources notice of the telephone number and address to which notice of recall is to be made.
- 9. No new Tutorial Laboratory Coordinator or Laboratory Technician within the discipline of a Tutorial Laboratory Coordinator or Laboratory Technician on layoff shall be appointed while there are available Tutorial Laboratory Coordinators or Laboratory Technicians on the layoff list who are qualified to fill the vacancy and

provided the recalled Tutorial Laboratory Coordinator or Laboratory Technician reports to his/her assignment within fifteen (15) calendar days from the date of recall notification or unless otherwise mutually agreed to by the parties involved.

In the event the Tutorial Laboratory Coordinator or Laboratory Technician is teaching classes at the time of recall, he/she will be allowed to return to his/her Tutorial Laboratory Coordinator or Laboratory Technician assignment at the conclusion of that semester.

The College may temporarily cover the Tutorial Laboratory Coordinator or Laboratory Technician's duties during the 15-day period or until the conclusion of the semester.

- 10. Upon recall all credit and benefits to the Tutorial Laboratory Coordinator or Laboratory Technician in effect at the time of layoff shall be reinstated.
- B. Faculty Evaluation Procedures

Tutorial Laboratory Coordinators and Laboratory Technicians will be evaluated annually using the approved evaluation plan for Lab Coordinators.

# **ARTICLE 17 – EVALUATION SYSTEM**

## GRAND RAPIDS COMMUNITY COLLEGE FACULTY EVALUATION SYSTEM FOR FULL-TIME CLASSROOM FACULTY, COUNSELORS, LIBRARIANS, AND JOB TRAINING FACULTY

(Grand Rapids Community College thanks Columbus State Community College for permission to use language and concepts from its *Faculty Promotion and Tenure Handbook*.)

The document explains the Faculty Evaluation System (FES) at GRCC and is designed to support tenure-track faculty in the development and maintenance of documentation to be used in the application of a faculty member for tenure, merit, and rank.

# PART ONE: PHILOSOPHY OF THE FACULTY EVALUATION SYSTEM

The purpose of the Faculty Evaluation System at Grand Rapids Community College is to promote excellence in the teaching and learning process. Faculty evaluation at GRCC is intended as a collegial process.

The comprehensive Faculty Evaluation System includes multiple measures of assessment designed to provide faculty with the essential information they need to achieve excellence in the teaching and mentoring of learners. The Faculty Evaluation System promotes excellence by rewarding exemplary faculty and by providing the means of individual professional development, resulting in improved student learning and institutional quality.

Part of the College's commitment to educational excellence is to recruit and retain highly qualified faculty. The College also recognizes that faculty who do not meet acceptable levels of performance and who fail to improve those levels of performance will not be retained.

The underlying assumption of the Faculty Evaluation System at GRCC is that it is a collegial system with collective responsibility for excellence in teaching and learning shared by each colleague in the academic department and College. Tenure, merit, and promotion are the acknowledgements by one's colleagues of an individual's readiness to move forward to the next level of performance and responsibility.

The following describes the tenure, merit, and promotion process, how acceptable levels of performance are determined, how information gained from performance evaluation is utilized, and how faculty can improve levels of performance.

# PART 2: DEFINITIONS AND COMPONENTS OF THE FACULTY EVALUATION SYSTEM

- **A.** Satisfactory Standards for Employment (SSE) This term describes the standard that each full-time tenured faculty member at GRCC has to meet in order to maintain ongoing employment.
- **B.** The following standards must be met every year.

Category of Evaluation	Annual Satisfactory Standards	
Teaching	<ul> <li>All Teaching Observations completed (see later explanations of requirements for each rank)</li> <li>All Student Evaluations distributed by administration.</li> <li>One project to assess student learning</li> </ul>	
Professional Development	• 9 clock hours per academic year – faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer	
Student Service	• Participation in departmental advising plan each academic year – faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer.	
	• May include other activities, examples of which are included in the category and activity chart in this Article.	
College Service	• 15 clock hours of service per academic year - faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer	
Additional Responsibilities	<ul> <li>Grades are reported by contractual deadlines</li> <li>Keeping accurate student academic records</li> <li>Holding required office hours</li> <li>Making a reasonable effort to participate in meetings related to his or her teaching function as scheduled by their dean, department head or program director provided they are scheduled during a normal work day and academic year</li> <li>Meeting classes during the time scheduled and for the appropriate length of time required by the Collective Bargaining Agreement</li> <li>Attending Commencement (Job Training faculty must specifically attend Job Training Commencements)</li> <li>Attending Opening Day and School Meetings</li> <li>Participating in Faculty Learning Day</li> <li>Participating in Department/Program Faculty Instructional/Professional Development</li> <li>Make reasonable accommodations as approved by Disability Support Services to meet students'</li> </ul>	

<ul> <li>needs in compliance with the Americans with Disabilities Act (ADA)</li> <li>Follow College policy on the Family Educational Right to Privacy Act (FERPA)</li> <li>Participate in mandatory compliance training</li> <li>Some of the above-mentioned responsibilities are exempt for leaves of absence, vacation, school cancellations, and sick days</li> </ul>
The above-mentioned Additional Responsibilities must be substantially met each year.

Failure to meet the SSE's in a given year will result in a faculty member being given written notice of substandard performance. Failure to meet the SSE's in a second year will result in the faculty member being given a second written notice of substandard performance, being denied any overload teaching assignments and put on a Performance Improvement Plan. Failure to meet the SSE's in a third year will result in termination of employment, whether or not an administrative investigation has been conducted into performance deficiencies. Termination is subject to Part 8 of this document.

\*Important Note regarding Release Time and Equated Overload: For SSE's, Yearly Distribution Requirements, tenure, merit, and promotion, faculty may not count activities for which they receive equated overload. Faculty may count activities performed for release time toward their SSE's, Yearly Distribution Requirements, tenure, merit, and promotion.

**B. Yearly Distribution Requirements** (YDR) – This term describes the standard that each full-time non-tenured and temporary faculty member at GRCC has to meet in order to maintain ongoing employment. They are also the standard that each tenured faculty member has to meet to achieve merit and progress in rank. The following standards must be met every year. Tenured faculty must indicate each year on their Faculty Performance Evaluation form whether they are seeking to satisfy the SSE's or pursue merit and/or promotion.

Category of Evaluation	Yearly Distribution Requirements		
Teaching	<ul> <li>All Teaching Observations completed (see later explanations of requirements for each rank)</li> <li>All Student Evaluations distributed by administration.</li> <li>One project to assess student learning</li> </ul>		
Professional Development	• 9 clock hours per academic year - faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer		
Student Service	<ul> <li>Participation in departmental advising plan each academic year - faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer</li> <li>May include other activities, examples of which are included in the category and activity chart in this Article.</li> </ul>		
College Service	<ul> <li>30 clock hours of service per academic year - faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer</li> <li>Must include one department-level activity and one interdepartmental College-wide activity</li> </ul>		
Substantive Project	• A minimum of 1 substantive Project each year		
Additional Responsibilities	<ul> <li>Grades are reported by contractual deadlines</li> <li>Keeping accurate student academic records</li> <li>Holding required office hours</li> <li>Making a reasonable effort to participate in meetings related to his or her teaching function as scheduled by their dean, department head or program director provided they are scheduled during a normal work day and academic year</li> <li>Meeting classes during the time scheduled and for the appropriate length of time as required by the Collective Bargaining Agreement</li> <li>Attending Commencement (Job Training faculty must specifically attend Job Training Commencements)</li> </ul>		

<ul> <li>Attending Opening Day and School Meetings</li> <li>Participating in Faculty Learning Day</li> <li>Participating in Department/Program Faculty Instructional/Professional Development</li> <li>Make reasonable accommodations as approved by Disability Support Services to meet students' needs in compliance with the Americans with Disabilities Act (ADA)</li> <li>Follow College Policy on the Family Educational Right to Privacy Act (FERPA)</li> <li>Participate in mandatory compliance training</li> <li>Some of the above-mentioned responsibilities are exempt for leaves of absence, vacation, school cancellations, and sick days</li> </ul>
be substantially met each year.

**C. Tenure** – Tenure is a status conferred upon a faculty member after a probationary period, assuring her or him of the permanency of her or his employment at the College. The purpose of tenure is to ensure quality and excellence of instruction through rewarding creative and effective teaching and guaranteeing faculty members that they will not be dismissed for anything other than just cause or a reduction in the number of faculty required to deliver the College's academic programs.

A faculty member is eligible to apply for tenure after completing three full years of qualifying fulltime service at Grand Rapids Community College. This is defined as a minimum of six full semesters in three academic years. Application for tenure is not optional. A faculty member undergoes the tenure review process in his or her fourth year of employment, and tenure is granted or denied at the end of the fourth year of employment.

A faculty member who is not awarded tenure will be terminated at the completion of the academic year during which tenure was considered (year four). Tenure decisions are final and not subject to an appeal or grievance process.

# **D. Faculty Rank**

Faculty Rank refers to a progressive series of titles assigned to a faculty member in recognition of the faculty member having demonstrated sustained performance meeting expectations in a specific number of categories in the faculty member's current rank. GRCC employs a three-tier rank system of Assistant Professor, Associate Professor, and Professor. Application for rank beyond tenure is optional. SSE's must always be met, regardless of application for rank or not.

Faculty members on a Performance Improvement Plan may not apply for rank.

## **E. Merit Midpoints**

Per the Faculty Salary Schedule, there are merit midpoints between the attainment of tenure and rank at which faculty can receive salary increases. In order to receive an increase, faculty must meet Yearly Distribution Requirements for each step between merit points on the salary schedule and may not be on a performance improvement plan.

Application for merit midpoints beyond tenure is optional. SSE's must always be met, regardless of application for merit midpoints or not.

# F. Merit After Attainment of Professor Rank

Per the Faculty Salary Schedule, there are points after the attainment of Professor at which faculty can receive salary increases. In order to receive an increase, faculty must meet Yearly Distribution Requirements for each step between merit points on the salary schedule and may not be on a performance improvement plan.

Application for merit after attainment of the rank of Professor is optional. SSE's must always be met, regardless of application for Professor or not.

Faculty members on a Performance Improvement Plan may not apply for merit after the rank of Professor.

## G. Performance and Professional Development Annual Plans

On an annual basis, the faculty member must develop performance and professional development plans which are recorded on the Faculty Performance Evaluation (FPE) Form. The SSE's, YDR's, and the other requirements needed to maintain employment, achieve tenure, merit, and rank should be encompassed in the plans; in fact, plans should be chosen carefully to ensure adequate attention to the requirements for ongoing employment, tenure, merit, and promotion. Plans also should have clearly defined outcomes and meet an identified need of the department, School, College, or individual faculty member's professional growth.

These plans are to be established collaboratively among the faculty member, appropriate Department Head or Program Director, and appropriate Associate Dean for Faculty Evaluation and Hiring. Every attempt should be made to come to agreement on plans. In the event that these three persons cannot agree, the plan will be approved if two of the three parties agree. If the plan does not meet the SSE's or relevant category requirements specified in this document, the Associate Dean may send the document back to the faculty member and department head/program director to remedy the shortcoming(s).

## **H. Faculty Performance Evaluation**

Annual Faculty Performance Evaluations are a vital component of the faculty member's evaluation process and professional portfolios. The FPE documents a faculty member's having met a satisfactory standard of performance. The FPE also is to be used to summarize the faculty member's progress and achievements toward tenure and promotion. It includes the faculty member's documentation and assessment of his/her achievement of stated annual plans. Annual evaluations include the Department Head's/Program Director's comments and signature.

The Administration will develop a calendar with due dates for the elements of the evaluation system and publish it to faculty no later than June 30 for each fiscal year of the Contract. These dates must be within each faculty member's contract year.

Completed evaluations are forwarded to the appropriate Associate Dean for Faculty Evaluation and Hiring for final approval. Deans and the Provost also receive copies of each evaluation form, and copies are maintained in the faculty member's Human Resource File. Approved copies of Faculty Performance Evaluations become important documentation for the portfolios required for tenure and promotion, as well as for merit increases between promotions and after attainment of the rank of Professor.

## I. Faculty Observation Report

The Faculty Observation Report Form corresponds to a list of behaviors associated with instructional performance. Faculty observations are to be conducted by the faculty member's Department Head or Program Director, colleagues, and Associate Dean for Faculty Evaluation and Hiring, as appropriate (see additional information below). Instructional activities to be observed include but may not be

limited to classroom instruction, laboratory and clinical instruction, and web-based instruction.

Faculty members will offer their evaluators at least three different class periods from which the evaluator can choose to come and observe.

Full-time faculty observations will be conducted as follows:

# Pre-tenure

- A tenure-track faculty member will be observed once per semester.
- One observation per year will be performed by the Associate Dean for Faculty Evaluation and Hiring, and one will be performed by the appropriate Department Head/Program Director or peer. The Associate Dean for Faculty Evaluation and Hiring will meet with the faculty member to discuss the AD observation and the meeting will include a discussion of student evaluations.
- A written observation report by the observer is required. The report will include a syllabus review for classroom observations. A written reflection by the pre-tenure faculty member is required

# Post Tenure:

- A tenured faculty member will be observed once every other academic year.
- Tenured faculty may choose their observer. Observers must be a Department Head/Program Director, Associate Dean or a full time faculty peer.
- A written observation report by the observer is required. The report will include a syllabus review.
- For classroom observations, the faculty member being observed may opt to provide a written reflection.

## Retirement Year:

• No observation will be required in a faculty member's final academic year preceding retirement.

The preceding timelines represent a **<u>minimum</u>** number of observations to be completed.

## J. Student Evaluations

1. Student Evaluations: Student Evaluations are intended primarily for the individual faculty member's usage to improve quality of instruction and the teaching/learning process. The Student Evaluation Form is designed to provide constructive feedback to the faculty member. A faculty member is encouraged to share and discuss his/her evaluations with peers, the Department Head/Program Director, and Associate Dean for Faculty Evaluation and Hiring as a tool to improve instruction. Faculty reflections on student evaluations and their impact upon teaching strategies are to be included in professional portfolios for tenure and promotion in the narrative summary for Teaching. Copies of student evaluations, both the quantitative results, as well as students' written feedback, are also included in the portfolio and shared each semester with the appropriate Department Head/Program Director and Associate Dean. Unsigned student comments will not be used for discipline but may trigger an administrative investigation. Student evaluations are distributed according to the systems developed by the Provost's Office and Institutional Research and Planning.

- a. All faculty will have all their classes evaluated by students every semester, no matter their rank.
- b. Student Evaluations of Counselors and Librarians: Students will be provided the opportunity to evaluate Counselors and Librarians every semester according to the following schedule:
  - (1) During four successive weeks in fall semesters beginning on October 1.
  - (2) During four successive weeks in winter semesters beginning on February 1<sup>st</sup>
  - (3) During two weeks in summer semester beginning on June 1.

## K. The Professional Portfolio

The portfolio for tenure and promotion is discussed in more detail later in this document.

# PART 3: PLACEMENT IN AND EXPECTATIONS FOR TENURE, RANK AND MERIT

#### A. Initial Placement in Rank

Initial placement in rank is made at the time of hire by the Provost after consultation with the appropriate Department Head or Program Director and Dean. New full-time hires, regardless of initial rank, will still need to meet the requirements of the College's tenure process.

## **B.** Eligibility for Merit and Promotion

Eligibility for Merit Midpoints:

In order for a non-tenured faculty member to earn his or her first merit midpoint, he or she must have: 1. Met the Yearly Distribution Requirements each year (including new faculty institute)

In order for a tenured faculty member to earn subsequent merit midpoints, he or she must have:

1. Met the Yearly Distribution Requirements each year

Eligibility for Promotion:

In order to be eligible to be considered for merit or Promotion, a faculty member must:

- 1. Declare his or her intention to seek promotion on his or her FPE
- 2. Not be on a Performance Improvement Plan (PIP)
- 3. Have earned the rank preceding the one for which he or she is applying

## C. Category Requirements for Promotion to Each Rank

The four categories of evaluation for GRCC faculty are: Teaching, College Service (including College Service in the Community), Student Service, and Professional Development.

## **Assistant Professor – Pre-tenure**

In order to be eligible to achieve tenure, the candidate must submit documentation showing that he or she has:

- 1. Met the Yearly Distribution Requirements
- 2. Completed required teaching observations and student evaluation reflection
- 3. Completed four substantive projects
  - **a.** "Substantive" is defined as taking a minimum of 15 hours per year to complete; having a clear outcome or product that results from the project; meeting a clear

need of the Department or College and having the approval of the faculty member's Department Head/Program Director and Associate Dean in advance (as part of the annual FPE process)

- **b.** Two of the substantive projects are pre-determined for non-tenured faculty:
  - i. New Faculty Institute (must be completed during the first year of employment)
  - ii. On-line Hybrid Certification Course

#### **Associate Professor or Professor:**

In order to be eligible to achieve the rank of Associate Professor or Professor, the candidate must submit a portfolio including documentation showing that he or she has:

- **1.** Met the Yearly Distribution Requirements
- 2. Completed required teaching observations.
- **3.** Completed a substantive project for each year the Yearly Distribution requirements were met.
  - **a.** "Substantive" is defined as taking a minimum of 15 hours per year to complete; have a clear outcome or product that results from the project; must benefit the department or college; meet a clear need of the Department or College; and have the approval of the faculty member's Department Head/Program Director and Associate Dean in advance (as part of the annual FPE process)

## **Category Activity Charts**

The following charts are intended to provide guidance to faculty members navigating through the promotion/tenure process, as well as to the committees evaluating faculty portfolios. For each category, examples of documentation for the FPE and for the portfolio and focus questions for the narratives required in the portfolio are suggested. The examples provided are not exhaustive, and are intended to show some of the primary activities that faculty may be engaged in for each of the categories. It is possible that some activities could logically fall into more than one category, and it would be up to the faculty member to decide in which category to place that activity. *However, the same activity cannot be "claimed" in more than one category (i.e., one cannot "double-dip")*. For example, giving a presentation as part of Learning Day or leading a workshop for the Center for Teaching Excellence may be counted as College Service or Professional Development, but not both. A database of approved activities will be maintained by the College, noting what categories of or specific activities are approved for all faculty and what categories of or specific activities are approved for all faculty and what categories of or specific activities are approved for faculty members in certain disciplines or circumstances.

Category	Activities	Documentation to include with FPE or in Portfolio	Focus Questions to assist with Narrative for Portfolio
Teaching	<ul> <li>Planning lessons</li> <li>Reviewing/creating/sharing instructional materials</li> <li>Writing/maintaining CARPs</li> <li>Learning/instructing others in alternative technologies</li> <li>Maintaining instructional/lab facilities</li> </ul>	<ul> <li>Learning outcomes</li> <li>Lesson plans</li> <li>Worksheets</li> <li>Assignment sheets</li> <li>Meeting minutes</li> <li>Emails</li> <li>Memos</li> <li>CARPS</li> <li>Department syllabi</li> </ul>	<ul> <li>How do you plan, create, and deliver instruction?</li> <li>How do you share it with others?</li> <li>How does what you do benefit</li> </ul>

	<ul> <li>Leading decision-making on instructional/lab facilities</li> <li>Participating in/leading curriculum decisions</li> <li>Participating in textbook/media selection</li> <li>Observing adjuncts</li> <li>Creating alternative delivery methodologies</li> <li>Arranging practical experiences (clinical, practicum, field experience, internship)</li> <li>Creating tests, quizzes, and alternate forms of assessment</li> <li>Communicating progress to students (feedback)</li> <li>Completing assessment plans and reports</li> <li>Participating on/chairing assessment committees</li> </ul>	<ul> <li>Individual syllabi</li> <li>Observation schedules</li> <li>Observation reports</li> <li>Screen shots</li> <li>Tests, quizzes, and other appropriate learning activities for assessment of learning</li> <li>Assessments of laboratory activities and practical experiences</li> <li>Rubrics</li> <li>Minutes</li> <li>Blackboard screen shots</li> <li>Reports</li> </ul>	<ul> <li>other faculty members?</li> <li>How are you involved with instructional planning for the whole department?</li> <li>How do you assess student learning?</li> <li>What materials/ activities have you developed?</li> <li>What alternative assessments do you provide?</li> <li>How have you contributed to assessment of student learning through your courses, pre- majors, and programs?</li> </ul>
College Service, including College Service in the Community. College Service in the Community is service that directly benefits the College.	<ul> <li>Participating in/chairing departmental committees</li> <li>Mentoring new faculty</li> <li>Assisting/leading in the development, selection, and improvement of curricular material and labs</li> <li>Maintaining/creating course CARPs and syllabi</li> <li>Participating/leading in the selection of textbooks, etc.</li> <li>Recommending modifications to curriculum</li> <li>Assisting/leading in development of assessment</li> <li>Assisting/coordinating recruitment, retention, and accreditation activities</li> <li>Assisting/leading in the interviewing, selection, and orientation of new faculty</li> <li>Leading/presenting at department meetings</li> </ul>	<ul> <li>Minutes</li> <li>Emails</li> <li>Memos</li> <li>CARPS</li> <li>Syllabi</li> <li>Assessment materials</li> <li>Orientation materials</li> <li>Letters</li> <li>Observation reports</li> <li>Agendas</li> <li>Programs</li> <li>Reports</li> <li>Minutes</li> <li>Thank-you notes</li> <li>Letters</li> <li>Membership cards</li> <li>Program cover/session</li> <li>Newsletters, articles, title pages</li> <li>Press releases</li> </ul>	<ul> <li>What committees have you been on?</li> <li>What semester duties do you have?</li> <li>Are you a lead instructor?</li> <li>What do you provide for other faculty?</li> <li>Do you keep department statistics or oversee assessment?</li> <li>Are you a liaison with other departments?</li> <li>How do you help students</li> </ul>

	<u> </u>		: .1
•	Serving as coordinator/lead	<ul> <li>Photographs</li> </ul>	in the
	teacher		department?
•	Assisting/leading in		What do you
	community outreach for		provide for
	dept., K-12 initiatives		other faculty?
•	Participating in peer		• Do you do
	mentoring and observation		observations?
•	Serving on		• How have you
	interdepartmental		helped the
	committees		College as a
•	Acting as a liaison for		whole?
	other departments within		How do you
	the School		interact with
•	Participating in new		the whole
	faculty programs		College
•	Representing the School in		community?
	professional, educational,		• How have you
	and/or business functions		represented GRCC outside
•	Participating in/leading		the College?
	new faculty programs		<ul> <li>What actions</li> </ul>
•	Participating in		
	recruitment, retention,		have you taken to benefit your
	accreditation activities		profession or
•	Serving on College		others in your
	committees		profession?
•	Participating in College		• What
	professional development		professional
	programs		organizations
•	Representing the College		do you belong
	at professional,		to, and how do
	educational, and/or		you serve
	business functions		them?
	Being involved in		• Do you
	community outreach		represent your
	sponsored by GRCC		profession in
•	Participating in K-12 initiatives		any activities?
•	Presenting/volunteering on		• How do you
	Faculty Learning Days		assist
•	Presenting/volunteering at		educators in
	College-wide events		your area
•	Belonging to professional		outside
<b> </b>	organizations		GRCC?
•	Serving on		• How does your
•	committees/boards of		work in the
	professional organizations		community
•	Holding office within		benefit the
	professional organizations		College?
•	Participating in		• Have you
	professional research		participated in,
•	Volunteering at local, state,		organized, or
	and national conferences		coordinated
	Presenting at conferences		any activities
•	r resenting at conferences		

	<ul> <li>Editing/publishing newsletters, journal articles, books</li> <li>Mentoring outside GRCC</li> <li>Participating in/organizing department-, School-, or College-sponsored community outreach</li> <li>Participating in K-12 initiatives</li> <li>Serving on NSF boards or grant programs</li> <li>Representing the College at professional, educational, and/or business functions</li> <li>Coordinating charitable activities on behalf of GRCC</li> <li>Using your professional expertise to benefit outside constituencies</li> </ul>		designed to benefit groups outside higher education?
Professional Development	<ul> <li>Joining state and national organizations</li> <li>Attending workshops, seminars, conferences</li> <li>Taking courses</li> <li>Reading journals</li> <li>Attending college-sponsored events</li> <li>Attending training/information sessions</li> <li>Giving presentations</li> <li>Serving on committees within professional organizations</li> <li>Holding office within professional organizations</li> <li>Obtaining/maintaining personal certification/licensure</li> <li>Publishing articles, workbooks, lab manuals</li> <li>Presenting at a professional conference</li> <li>Creating ancillary materials and technology for textbooks</li> <li>Writing grant proposals</li> <li>Producing college/field-related research projects</li> </ul>	<ul> <li>Membership cards</li> <li>Conference Reports</li> <li>Grade cards</li> <li>Subscription payments</li> <li>Memos</li> <li>Certificates/ licenses</li> <li>Thank-you notes</li> <li>Training Confirmations</li> <li>Emails</li> <li>Research project</li> <li>Letters/reviews</li> <li>Title pages</li> <li>Article</li> <li>Samples/screen shots</li> <li>Proposal</li> <li>Results</li> <li>Programs</li> <li>Photographs</li> </ul>	<ul> <li>In what ways have you continued to learn and develop in your field?</li> <li>What conferences have you attended or courses taken?</li> <li>How do you continue to develop as a faculty member?</li> <li>What technology have you learned?</li> <li>How have you gathered more information about students and their issues?</li> <li>How have you maintained your own</li> </ul>

	• Performing in musical or theatrical presentations		certification or licensing?
	• Exhibiting artwork		• What have you
	• Creating alternative		written for
	delivery methods for		publication?
	GRCC courses		• What
	• Reviewing textbooks		presentations
	Editing journals		have you
			given?
			What have you
			performed in
			or created as
			art?
			What multi-
			media
			materials have
			you created?
			What grant
			proposals have
			you written?
			• What have you
			reviewed or
			edited?
			• What creative
			endeavors
			outside work
			have you
			performed?
			• What other
			work have you done that has
			resulted in a finished
Student Service	Advising/mentoring	• Samplas of forms	product?
Student Service	Advising/mentoring     potential and current	<ul><li>Samples of forms</li><li>Lists of students</li></ul>	• As a faculty member in
	students	Lists of students     assisted	your
	<ul> <li>Assisting students in</li> </ul>	<ul> <li>Transfer flyers</li> </ul>	department,
	scheduling	<ul><li>Emails</li></ul>	how do you
	<ul> <li>Assisting students in</li> </ul>	<ul><li>Programs</li></ul>	advise
	transferring	<ul><li>Syllabi</li></ul>	students?
	<ul> <li>Assisting students in</li> </ul>	<ul><li>Agendas</li></ul>	• How do you
	obtaining internships or	<ul><li>Flyers</li></ul>	use
	scholarships	<ul><li>Resource info</li></ul>	DegreeWorks
	• Preparing students for	<ul> <li>Recommendations</li> </ul>	to assist
	graduation		students?
	• Participating in student		• What have you
	recruitment and retention		done to help
	• Teaching College Learning		students
	Studies courses		transfer or get
	Coordinating honors or		licensure?
	other programs		What student     activities do
			activities do

<ul><li>licen</li><li>Advi</li><li>Dire</li></ul>	aring students for sing exams sing student groups cting students to C and community urces		•	you participate in or oversee? Have you helped students with projects in your field? Are you a mentor, either formally or informally?
---	--	--	---	--

# PART 4: REQUIRED DOCUMENTATION FOR MERIT, TENURE, AND PROMOTION

**FACULTY PERFORMANCE EVALUATION** – This annual form is used to verify the Satisfactory Standards for Employment and Yearly Distribution Requirements are being met, as well as progress being made toward all merit points and toward tenure and promotion. Plans are made at the beginning of each academic year and approved by the faculty member, Department Head/Program Director, and Associate Dean. Documentation showing that plans have been accomplished is submitted by the faculty member to the Department Head/Program Director and Associate Dean at the end of each academic year.

# PORTFOLIO FOR TENURE AND PROMOTION

#### A. Overview

Each faculty member is responsible for maintaining a professional portfolio of documents required for tenure and/or promotion.

The portfolio is considered the principal documentary evidence for tenure review and promotions in rank and is used by all tenure and promotion review committees as the foundation for their deliberations.

The portfolio stands on its own merits, and no additions or changes are allowed after the agreed-upon date.

# **B. Standard Organization and Presentation of the Portfolio**

The organization shown below includes all four achievement categories that may be documented. Portfolios must always document satisfactory standards for employment (contained in the annual Faculty Performance Evaluations), as well as the achievements in the additional categories required at each rank.

# **Portfolio Format Organization**

Cover Page (include name, current rank, Department, and School)

#### Table of Contents

Section One

- 1. Letter of Application
- 2. Teaching and Learning Philosophy Statement/Opening Remarks
- 3. Annual Faculty Performance Evaluations (reverse chronological order)
- 4. Faculty Observation Reports
- 5. Student Evaluations of Instruction

#### Section Two

I. Teaching

A. Narrative summary

- B. Documentation
- II. College Service (including service in the community that directly benefits the College)
  - A. Narrative summary
  - B. Documentation

III. Professional Development

- A. Narrative summary
- B. Documentation
- IV. Student Service
  - A. Narrative summary
  - B. Documentation

# C. Teaching and Learning Philosophy Statement

The Teaching and Learning Philosophy Statement is an opportunity for faculty members to explain who they are as educators, what they believe about themselves, their disciplines, their students, and how these things are exemplified in their practice. The statement is both inspirational and practical in nature.

#### **D.** Narrative Summary

The importance of the Narrative Summary in the portfolio cannot be overstated. The Narrative Summary that begins each category in the portfolio serves to highlight the important contributions faculty members have made in each of the categories. It provides an opportunity for faculty to reflect on their growth as a faculty member based on the activities they have undertaken and feedback they have received in the years covered by the portfolio. It is a way for faculty to explain how they have met the expectations for tenure or promotion. Focus questions noted earlier can assist faculty with formulating the narrative.

#### **E.** Documentation

Documentation for each of the categories selected should be supportive of the Narrative Summary for the category. Documentation provides evidence that faculty have met the expectations for tenure and promotion.

### PART 5: DECISION-MAKING PROCESSES FOR YEARLY DISTRIBUTION REQUIREMENTS, SATISFACTORY STANDARDS FOR EMPLOYMENT, MERIT, TENURE AND PROMOTION

Annual Faculty Performance Evaluation plans are developed collaboratively by the faculty member, his or her Department Head/Program Director, and the appropriate Associate Dean for Faculty Evaluation and Hiring. In the event that these three persons cannot agree, the plan will be approved if two of the three parties agree. If the plan does not meet the requirements specified in this document, the Associate Dean may send the document back to the faculty member and department head/program director to remedy the shortcoming(s). Completed Faculty Performance Evaluation forms, with attached documentation, are reviewed, and approved, if satisfactory, by the appropriate Department Head/Program Director, and finally reviewed, approved, and signed, if satisfactory, by the Associate Dean for Faculty Evaluation and Hiring. After this approval, they are shared with the Dean and Provost, and then filed in Human Resources Office.

This form and process is used to determine the following:

- 1. Whether or not a faculty member meets the Satisfactory Standards for Employment and Yearly Distribution Requirements
- 2. Whether or not a faculty member is making acceptable progress toward tenure and promotion

3. Whether or not a faculty member has earned merit midpoints or merit after attainment of the rank of Professor

Portfolios are used by faculty members to seek tenure and rank. Portfolios are evaluated by a committee comprised of four members: their Department Head/Program Director, a faculty member in their department or in a closely related department, their Associate Dean for Faculty Evaluation and Hiring, and a faculty member from a College-wide Cohort of Trained Evaluators. This final faculty member may be from a School other than the one from which the faculty member being evaluated hails. The committee member from the faculty member's department (or a closely related one, if a department does not have enough faculty to serve) is chosen by the faculty member being evaluated. The committee member from the College-wide Cohort is chosen by the Associate Dean for Faculty Evaluation and Hiring. The faculty member being evaluated has one opportunity to "veto" a selection made by the Associate Dean. (In the event that a Department Head or Program Director from a closely related department to take his/her role on the evaluation committee.)

Although faculty members from the College-wide Cohort of Evaluators will have more extensive training and potentially serve on multiple committees in a given period, all members of rank and tenure committees will be required to complete training created by the College before they are allowed to serve.

Members of the College-wide Cohort of Evaluators must be approved by their Department Heads and Associate Deans.

Rank and tenure committees will meet to review the portfolios of candidates and vote on their candidacy. In order to be recommended for tenure or subsequent ranks, a faculty member must receive three out of four yes votes. The committee's recommendation is then forwarded to the Dean of the appropriate School, who makes a recommendation to the Provost, who then makes the final decision on tenure or rank.

In their decision-making process, the Dean and Provost may not call into question plans made by a faculty member and subsequently approved by their Associate Dean. However, the Dean and Provost may question the documentation submitted by the faculty member and the process followed by his or her committee when making their decisions regarding tenure and rank.

# PART 6: ADMINISTRATION AND ASSESSMENT OF THE FACULTY EVALUATION SYSTEM

Oversight of the Faculty Evaluation System will be undertaken by the Provost's and respective Deans' Offices, with all completed documents and decisions being housed in Human Resources. This oversight includes the creation of forms associated with evaluation, the setting of deadlines associated with evaluation, the training of new faculty and evaluators in the evaluation process, and other administrative and managerial tasks. This oversight of the System, however, must be consistent with this document and the Collective Bargaining Agreement.

The FA will be provided with copies of the modified forms for information purposes only prior to implementation. The FA may provide feedback on the forms.

At the conclusion of this Faculty Contract, the administration and the faculty will each have the ability to assess the effectiveness of the Faculty Evaluation System and propose changes.

# PART 7 CURRENLTY EMPLOYED TENURE TRACK FACULTY

If a faculty member has met the YDRs in place of each year for his or her employment the faculty member will have met requirements to continue to advance in merit or rank.

If a faculty member met YDRs in effect during the previous contract they will be credited with having met the YDR for that year necessary for merit or promotion.

### PART 8: APPEALS PROCESS

**Tenure:** The termination of services or failure to reemploy any probationary faculty member shall not be the basis for any grievance of claim under Article 10 - Grievance Procedures.

**Satisfactory Standards of Employment:** If a tenured faculty member is terminated for failing to meet SSE for three consecutive years, the termination decision may be appealed through Article 10 - Grievance Procedures.

**Merit Midpoint Salary Increases:** If a faculty member is not granted a merit midpoint salary increase, the decision may be appealed to a three-person panel. That panel will consist of an administrator appointed by the Provost, a faculty member appointed by the Faculty Association President, and a department head/program director agreed upon by both the Provost and Faculty Association President. This panel will review the documentation provided by the faculty member in support of the merit midpoint to determine whether the process has been followed and whether the documentation is adequate to meet midpoint requirements. The panel's decision will be final.

# Associate Professor Rank, Full Professor Rank and Merit Salary Increases Following Full

**Professor:** If a faculty member has applied for and been denied rank of associate professor, full professor or merit following full professor the decision may be appealed to a three-person panel. That panel will consist of an administrator appointed by the Provost, a faculty member appointed by the Faculty Association President, and a department head/program director agreed upon by both the Provost and Faculty Association President. This panel will review the documentation provided by the faculty member in support of his or her application to determine whether the process has been followed and whether the documentation is adequate to meet the requirements of the rank or merit point. If a panel denies a faculty member's appeal two consecutive years, the faculty member may appeal the third denial through the parties' grievance procedure (Article 10).

#### PART 9- HOLD HARMLESS

If a faculty member knows or should know about obstacles that will prevent fulfillment of any requirements of an approved Annual Performance Evaluation Plan due to circumstances beyond that faculty member's control prior to February 1 of the evaluation year, the faculty member shall notify the Department Head and Associate Dean in writing, and propose an alternate activity within the same category to fulfill the plan. In a timely manner, the Department Head and Associate Dean will approve the plan as amended and accept documentation showing that the plan, as amended, has been accomplished to the fullest extent possible given the time remaining after modification.

If circumstances beyond the faculty member's control occur after February 1 of the evaluation year that prevent a faculty member from fulfilling requirements of the approved or modified plan, the faculty member will not be held accountable for the requirements he or she was unable to fulfill.

#### **ARTICLE 18 - DURATION OF CONTRACT**

This Agreement shall be effective as of December 12, 2016, and shall continue in effect until August 31, 2019.

THE BOARD OF TRUSTEES OF THE GRAND RAPIDS COMMUNITY COLLEGE

ΒY es. David Ko¢tje

Chairperson, Board of Trustees

BY Bill Pink, Ph.D.

President

BY Cynthia Bristol

Secretary, Board of Trustees

BY they w athering J. Kenting Chief Negotiator

FACULTY ASSOCIATION OF THE GRAND RAPIDS COMMUNITY COLLEGE

BΥ

Frank Conner President

BY KISR & bear Lisa Gloege Chief Negotiator

ie L. Vander Katie L. Vandermeer BY leen Secretary

BY

John M. Doane Vice President/Negotiator

# Appendix A – Calendars (Appendices A 2,3,5,6,8,9,11,12,14 and 15 are not used)

Calendars will follow the format/pattern similar to prior years.

# **Appendix B – Salary Schedules**

# (Appendices B-6 to B-16 are not used)

# 32, 42, 44, and 52-Week Classroom, Librarian, Counselors, Job Training, and Training Solutions Faculty 2016 to 2019

			B-1: 32-	Week Annual	Compensatio	n		
	2016-2017			2017-2018			2018-201	9
Level	Bachelor's	Master's	Level	Bachelor's	Master's	Level	Bachelor's	Master's
1	\$49,648	\$54,091	1	\$50,448	\$54,891	1	\$51,248	\$55,691
2	\$49,648	\$54,091	2	\$50,448	\$54,891	2	\$51,248	\$55,691
3	\$52,648	\$57,091	3	\$53,448	\$57,891	3	\$54,248	\$58,691
4	\$52,648	\$57,091	4	\$53,448	\$57,891	4	\$54,248	\$58,691
5	\$57,302	\$62,947	5	\$58,102	\$63,747	5	\$58,902	\$64,547
6	\$57,302	\$62,947	6	\$58,102	\$63,747	6	\$58,902	\$64,547
7	\$60,302	\$65,947	7	\$61,102	\$66,747	7	\$61,902	\$67,547
8	\$60,302	\$65,947	8	\$61,102	\$66,747	8	\$61,902	\$67,547
9	\$67,439	\$74,928	9	\$68,239	\$75,728	9	\$69,039	\$76,528
10	\$67,439	\$74,928	10	\$68,239	\$75,728	10	\$69,039	\$76,528
11	\$71,439	\$78,928	11	\$72,239	\$79,728	11	\$73,039	\$80,528
12	\$71,439	\$78,928	12	\$72,239	\$79,728	12	\$73,039	\$80,528
13	\$71,439	\$78,928	13	\$72,239	\$79,728	13	\$73,039	\$80,528
14	\$80,163	\$89,905	14	\$80,963	\$90,705	14	\$81,763	\$91,505
15	\$80,163	\$89,905	15	\$80,963	\$90,705	15	\$81,763	\$91,505
16	\$80,163	\$89,905	16	\$80,963	\$90,705	16	\$81,763	\$91,505
17	\$80,163	\$89,905	17	\$80,963	\$90,705	17	\$81,763	\$91,505
18	\$80,163	\$89,905	18	\$80,963	\$90,705	18	\$81,763	\$91,505
19	\$80,163	\$89,905	19	\$80,963	\$90,705	19	\$81,763	\$91,505
20	\$83,163	\$92,905	20	\$83,963	\$93,705	20	\$84,763	\$94,505
21	\$83,163	\$92,905	21	\$83,963	\$93,705	21	\$84,763	\$94,505
22	\$83,163	\$92,905	22	\$83,963	\$93,705	22	\$84,763	\$94,505
23	\$83,163	\$92,905	23	\$83,963	\$93,705	23	\$84,763	\$94,505
24	\$83,163	\$92,905	24	\$83,963	\$93,705	24	\$84,763	\$94,505
25	\$86,163	\$95,905	25	\$86,963	\$96,705	25	\$87,763	\$97,505
26	\$86,163	\$95,905	26	\$86,963	\$96,705	26	\$87,763	\$97,505
27	\$86,163	\$95,905	27	\$86,963	\$96,705	27	\$87,763	\$97,505
28	\$86,163	\$95,905	28	\$86,963	\$96,705	28	\$87,763	\$97,505
29	\$86,163	\$95,905	29	\$86,963	\$96,705	29	\$87,763	\$97,505
30	\$89,163	\$98,905	30	\$89,963	\$99,705	30	\$90,763	\$100,505
31	\$89,163	\$98,905	31	\$89,963	\$99,705	31	\$90,763	\$100,505
32	\$89,163	\$98,905	32	\$89,963	\$99,705	32	\$90,763	\$100,505
33	\$89,163	\$98,905	33	\$89,963	\$99,705	33	\$90,763	\$100,505

	B-2: 42-week Annual Compensation							
	2016-201	7		2017-2018	8		2018-201	9
Level	Bachelor's	Master's	Level	Bachelor's	Master's	Level	Bachelor's	Master's
1	\$57,657	\$62,845	1	\$58,457	\$63,645	1	\$59,257	\$64,445
2	\$57,657	\$62,845	2	\$58,457	\$63,645	2	\$59,257	\$64,445
3	\$60,657	\$65,845	3	\$61,457	\$66,645	3	\$62,257	\$67,445
4	\$60,657	\$65,845	4	\$61,457	\$66,645	4	\$62,257	\$67,445
5	\$66,513	\$73,138	5	\$67,313	\$73,938	5	\$68,113	\$74,738
6	\$66,513	\$73,138	6	\$67,313	\$73,938	6	\$68,113	\$74,738
7	\$69,513	\$76,138	7	\$70,313	\$76,938	7	\$71,113	\$77,738
8	\$69,513	\$76,138	8	\$70,313	\$76,938	8	\$71,113	\$77,738
9	\$78,286	\$87,064	9	\$79,086	\$87,864	9	\$79,886	\$88,664
10	\$78,286	\$87,064	10	\$79,086	\$87,864	10	\$79,886	\$88,664
11	\$82,286	\$91,064	11	\$83,086	\$91,864	11	\$83,886	\$92,664
12	\$82,286	\$91,064	12	\$83,086	\$91,864	12	\$83,886	\$92,664
13	\$82,286	\$91,064	13	\$83,086	\$91,864	13	\$83,886	\$92,664
14	\$93,053	\$104,472	14	\$93,853	\$105,272	14	\$94,653	\$106,072
15	\$93,053	\$104,472	15	\$93,853	\$105,272	15	\$94,653	\$106,072
16	\$93,053	\$104,472	16	\$93,853	\$105,272	16	\$94,653	\$106,072
17	\$93,053	\$104,472	17	\$93,853	\$105,272	17	\$94,653	\$106,072
18	\$93,053	\$104,472	18	\$93,853	\$105,272	18	\$94,653	\$106,072
19	\$93,053	\$104,472	19	\$93,853	\$105,272	19	\$94,653	\$106,072
20	\$96,053	\$107,472	20	\$96,853	\$108,272	20	\$97,653	\$109,072
21	\$96,053	\$107,472	21	\$96,853	\$108,272	21	\$97,653	\$109,072
22	\$96,053	\$107,472	22	\$96,853	\$108,272	22	\$97,653	\$109,072
23	\$96,053	\$107,472	23	\$96,853	\$108,272	23	\$97,653	\$109,072
24	\$96,053	\$107,472	24	\$96,853	\$108,272	24	\$97,653	\$109,072
25	\$99,053	\$110,472	25	\$99,853	\$111,272	25	\$100,653	\$112,072
26	\$99,053	\$110,472	26	\$99,853	\$111,272	26	\$100,653	\$112,072
27	\$99,053	\$110,472	27	\$99,853	\$111,272	27	\$100,653	\$112,072
28	\$99,053	\$110,472	28	\$99,853	\$111,272	28	\$100,653	\$112,072
29	\$99,053	\$110,472	29	\$99,853	\$111,272	29	\$100,653	\$112,072
30	\$102,053	\$113,472	30	\$102,853	\$114,272	30	\$103,653	\$115,072
31	\$102,053	\$113,472	31	\$102,853	\$114,272	31	\$103,653	\$115,072
32	\$102,053	\$113,472	32	\$102,853	\$114,272	32	\$103,653	\$115,072
33	\$102,053	\$113,472	33	\$102,853	\$114,272	33	\$103,653	\$115,072

				E	B-3: 5	2-week Ar	nual Com	pensation				
	201	6-2017					7-2018	•		201	8-2019	
Level	No Degree	BA/BS	Master's	Ι	Level	No Degree	BA/BS	Master's	Level	No Degree	BA/BS	Master's
1	\$50,844	\$68,980	\$75,206		1	\$51,644	\$69,780	\$76,006	1	\$52,444	\$70,580	\$76,806
2	\$50,844	\$68,980	\$75,206		2	\$51,644	\$69,780	\$76,006	2	\$52,444	\$70,580	\$76,806
3	\$53,844	\$71,980	\$78,206		3	\$54,644	\$72,780	\$79,006	3	\$55,444	\$73,580	\$79,806
4	\$53,844	\$71,980	\$78,206		4	\$54,644	\$72,780	\$79,006	4	\$55,444	\$73,580	\$79,806
5	\$60,893	\$78,698	\$86,560		5	\$61,693	\$79,498	\$87,360	5	\$62,493	\$80,298	\$88,160
6	\$60,893	\$78,698	\$86,560		6	\$61,693	\$79,498	\$87,360	6	\$62,493	\$80,298	\$88,160
7	\$63,893	\$81,698	\$89,560		7	\$64,693	\$82,498	\$90,360	7	\$65,493	\$83,298	\$91,160
8	\$63,893	\$81,698	\$89,560		8	\$64,693	\$82,498	\$90,360	8	\$65,493	\$83,298	\$91,160
9	\$74,322	\$91,638	\$101,920		9	\$75,122	\$92,438	\$102,720	9	\$75,922	\$93,238	\$103,520
10	\$74,322	\$91,638	\$101,920		10	\$75,122	\$92,438	\$102,720	10	\$75,922	\$93,238	\$103,520
11	\$78,322	\$95,638	\$105,920		11	\$79,122	\$96,438	\$106,720	11	\$79,922	\$97,238	\$107,520
12	\$78,322	\$95,638	\$105,920		12	\$79,122	\$96,438	\$106,720	12	\$79,922	\$97,238	\$107,520
13	\$78,322	\$95,638	\$105,920		13	\$79,122	\$96,438	\$106,720	13	\$79,922	\$97,238	\$107,520
14	\$91,148	\$107,862	\$121,120		14	\$91,948	\$108,662	\$121,920	14	\$92,748	\$109,462	\$122,720
15	\$91,148	\$107,862	\$121,120		15	\$91,948	\$108,662	\$121,920	15	\$92,748	\$109,462	\$122,720
16	\$91,148	\$107,862	\$121,120		16	\$91,948	\$108,662	\$121,920	16	\$92,748	\$109,462	\$122,720
17	\$91,148	\$107,862	\$121,120		17	\$91,948	\$108,662	\$121,920	17	\$92,748	\$109,462	\$122,720
18	\$91,148	\$107,862	\$121,120		18	\$91,948	\$108,662	\$121,920	18	\$92,748	\$109,462	\$122,720
19	\$91,148	\$107,862	\$121,120		19	\$91,948	\$108,662	\$121,920	19	\$92,748	\$109,462	\$122,720
20	\$94,148	\$110,862	\$124,120		20	\$94,948	\$111,662	\$124,920	20	\$95,748	\$112,462	\$125,720
21	\$94,148	\$110,862	\$124,120		21	\$94,948	\$111,662	\$124,920	21	\$95,748	\$112,462	\$125,720
22	\$94,148	\$110,862	\$124,120		22	\$94,948	\$111,662	\$124,920	22	\$95,748	\$112,462	\$125,720
23	\$94,148	\$110,862	\$124,120		23	\$94,948	\$111,662	\$124,920	23	\$95,748	\$112,462	\$125,720
24	\$94,148	\$110,862	\$124,120		24	\$94,948	\$111,662	\$124,920	24	\$95,748	\$112,462	\$125,720
25	\$97,148	\$113,862	\$127,120		25	\$97,948	\$114,662	\$127,920	25	\$98,748	\$115,462	\$128,720
26	\$97,148	\$113,862	\$127,120		26	\$97,948	\$114,662	\$127,920	26	\$98,748	\$115,462	\$128,720
27	\$97,148	\$113,862	\$127,120		27	\$97,948	\$114,662	\$127,920	27	\$98,748	\$115,462	\$128,720
28	\$97,148	\$113,862	\$127,120		28	\$97,948	\$114,662	\$127,920	28	\$98,748	\$115,462	\$128,720
29	\$97,148	\$113,862	\$127,120		29	\$97,948	\$114,662	\$127,920	29	\$98,748	\$115,462	\$128,720
30	\$100,148	\$116,862	\$130,120		30	\$100,948	\$117,662	\$130,920	30	\$101,748	\$118,462	\$131,720
31	\$100,148	\$116,862	\$130,120		31	\$100,948	\$117,662	\$130,920	31	\$101,748	\$118,462	\$131,720
32	\$100,148	\$116,862	\$130,120		32	\$100,948	\$117,662	\$130,920	32	\$101,748	\$118,462	\$131,720
33	\$100,148	\$116,862	\$130,120		33	\$100,948	\$117,662	\$130,920	33	\$101,748	\$118,462	\$131,720

	Preschool Faculty 2016-2019									
	B-4: Preschool Instructors (hourly rates)									
	2016-2017				2017-2018				2018-2019	
Level	Bachelors	Masters		Level	Bachelors	Masters		Level	Bachelors	Masters
1	\$23.83	\$25.61		1	\$24.07	\$25.87		1	\$24.31	\$26.13
2	\$24.65	\$26.51		2	\$24.90	\$26.78		2	\$25.15	\$27.05
3	\$25.44	\$27.32		3	\$25.69	\$27.59		3	\$25.95	\$27.87
4	\$26.47	\$28.42		4	\$26.73	\$28.70		4	\$27.00	\$28.99
5	\$27.43	\$29.50		5	\$27.70	\$29.80		5	\$27.98	\$30.10
6	\$28.59	\$30.74		6	\$28.88	\$31.05		6	\$29.17	\$31.36
7	\$29.93	\$32.16		7	\$30.23	\$32.48		7	\$30.53	\$32.80
8	\$30.53	\$32.80		8	\$30.84	\$33.13		8	\$31.15	\$33.46
9	\$31.14	\$33.47		9	\$31.45	\$33.80		9	\$31.76	\$34.14

Preschool Faculty 2016-2019

Tutorial Laboratory Coordinators & Technicians Faculty 2016-2019

	B-5: Tutorial Laboratory Coordinators and Technicians Faculty									
	2016-2017									
	No	Degree/Bac	helor's Deg	ree		Master's	Degree			
Level	32 Week	44 Week	52 Week	Hourly Rate	32 Week	44 Week	52 Week	Hourly Rate		
1	\$33,502	\$46,064	\$54,439	\$26.17	\$33,502	\$46,065	\$54,439	\$26.17		
2	\$34,338	\$47,215	\$55,798	\$26.82	\$35,174	\$48,364	\$57,159	\$27.47		
3	\$35,174	\$48,365	\$57,159	\$27.47	\$36,850	\$50,669	\$59,880	\$28.80		
4	\$36,012	\$49,518	\$58,520	\$28.14	\$38,524	\$52,970	\$62,601	\$30.09		
5	\$36,850	\$50,669	\$59,881	\$28.80	\$40,197	\$55,271	\$65,320	\$31.41		
6	\$37,702	\$51,837	\$61,264	\$29.46	\$41,873	\$57,575	\$68,041	\$32.71		
7	\$38,537	\$52,988	\$62,624	\$30.10	\$43,546	\$59,876	\$70,762	\$34.02		
8	\$39,375	\$54,139	\$63,983	\$30.75	\$45,219	\$62,176	\$73,484	\$35.33		
9	\$40,213	\$55,290	\$65,345	\$31.42	\$46,895	\$64,481	\$76,205	\$36.64		
10	\$41,049	\$56,441	\$66,705	\$32.07	\$48,570	\$66,783	\$78,925	\$37.94		
11	\$41,887	\$57,594	\$68,066	\$32.72	\$50,243	\$69,085	\$81,646	\$39.25		
12	\$42,750	\$58,783	\$69,470	\$33.40	\$51,918	\$71,387	\$84,367	\$40.55		
13	\$43,602	\$59,953	\$70,853	\$34.07	\$53,592	\$73,689	\$87,088	\$41.87		
14	\$44,468	\$61,142	\$72,260	\$34.74	\$55,267	\$75,991	\$89,809	\$43.19		

	<b>B-5:</b> Tutorial Laboratory Coordinators and Technicians Faculty									
	2017-2018									
	No	Degree/Bac	helor's Deg	ree		Master's	Degree			
Level	32 Week	44 Week	52 Week	Hourly Rate	32 Week	44 Week	52 Week	Hourly Rate		
1	\$33,837	\$46,525	\$54,983	\$26.43	\$33,837	\$46,526	\$54,983	\$26.43		
2	\$34,681	\$47,687	\$56,356	\$27.09	\$35,526	\$48,848	\$57,731	\$27.74		
3	\$35,526	\$48,849	\$57,731	\$27.74	\$37,218	\$51,176	\$60,478	\$29.09		
4	\$36,372	\$50,013	\$59,105	\$28.42	\$38,909	\$53,499	\$63,227	\$30.39		
5	\$37,219	\$51,176	\$60,480	\$29.09	\$40,599	\$55,824	\$65,973	\$31.72		
6	\$38,079	\$52,355	\$61,877	\$29.75	\$42,292	\$58,151	\$68,721	\$33.04		
7	\$38,922	\$53,518	\$63,250	\$30.40	\$43,981	\$60,475	\$71,470	\$34.36		
8	\$39,769	\$54,680	\$64,623	\$31.06	\$45,671	\$62,798	\$74,219	\$35.68		
9	\$40,615	\$55,842	\$65,998	\$31.73	\$47,364	\$65,126	\$76,967	\$37.01		
10	\$41,459	\$57,005	\$67,372	\$32.39	\$49,055	\$67,451	\$79,714	\$38.32		
11	\$42,306	\$58,170	\$68,747	\$33.05	\$50,745	\$69,776	\$82,462	\$39.64		
12	\$43,178	\$59,371	\$70,164	\$33.73	\$52,437	\$72,101	\$85,211	\$40.96		
13	\$44,038	\$60,553	\$71,562	\$34.41	\$54,128	\$74,426	\$87,959	\$42.29		
14	\$44,913	\$61,753	\$72,982	\$35.09	\$55,820	\$76,751	\$90,707	\$43.62		

	B-5: Tutorial Laboratory Coordinators and Technicians Faculty								
	2018-2019								
	No	Degree/Bac	helor's Deg	ree		Master's	b Degree		
Level	32 Week	44 Week	52 Week	Hourly Rate	32 Week	44 Week	52 Week	Hourly Rate	
1	\$34,175	\$46,990	\$55,533	\$26.69	\$34,175	\$46,991	\$55,533	\$26.69	
2	\$35,028	\$48,164	\$56,920	\$27.36	\$35,881	\$49,336	\$58,308	\$28.02	
3	\$35,881	\$49,337	\$58,308	\$28.02	\$37,590	\$51,688	\$61,083	\$29.38	
4	\$36,736	\$50,513	\$59,696	\$28.70	\$39,298	\$54,034	\$63,859	\$30.69	
5	\$37,590	\$51,688	\$61,084	\$29.38	\$41,005	\$56,382	\$66,633	\$32.04	
6	\$38,460	\$52,879	\$62,496	\$30.05	\$42,715	\$58,733	\$69,408	\$33.37	
7	\$39,311	\$54,053	\$63,882	\$30.70	\$44,421	\$61,080	\$72,184	\$34.70	
8	\$40,167	\$55,226	\$65,269	\$31.37	\$46,128	\$63,426	\$74,961	\$36.04	
9	\$41,021	\$56,400	\$66,658	\$32.05	\$47,838	\$65,777	\$77,737	\$37.38	
10	\$41,874	\$57,575	\$68,046	\$32.71	\$49,546	\$68,126	\$80,511	\$38.70	
11	\$42,729	\$58,751	\$69,434	\$33.38	\$51,252	\$70,474	\$83,287	\$40.04	
12	\$43,610	\$59,965	\$70,866	\$34.07	\$52,961	\$72,822	\$86,063	\$41.37	
13	\$44,478	\$61,159	\$72,278	\$34.75	\$54,669	\$75,170	\$88,839	\$42.71	
14	\$45,362	\$62,371	\$73,712	\$35.44	\$56,378	\$77,519	\$91,614	\$44.06	

# **B-17 PRESCHOOL LONGEVITY SERVICE**

Longevity Service-13 yr.	1,805
Longevity Service-18 yr.	1,805
Longevity Service-23 yr.	1,805
Longevity Service-28 yr.	1,805
Longevity Service-33 yr.	1,805

# **B-18 TERMINAL DEGREE PAY**

	2016-2019
Terminal Degree	5,300
(Earned Doctorate, JD or	
Master's of Fine Arts)	

# **B-19 DEPARTMENT HEAD, PROGRAM DIRECTOR, AND OTHER SPECIAL ASSIGNMENT COMPENSATION**

Department heads and 32-week (academic year) program directors must work one 40 hour week immediately following the winter semester and two 40 hour weeks immediately preceding the fall semester. The faculty member shall receive 4 contact hours of pay for this work. This will not interfere with the selection of day overload during the summer semester.

Each department head and program director will have an annual evaluation with his/her Dean to clarify and document performance expectations and professional development opportunities using the evaluation document in Appendix I.

In order to complete the duties associated with the faculty evaluation system, department heads/program directors will receive .125 contact hours of release time (or, if the faculty member goes beyond full release, equated overload) for each full-time faculty member (tenured, tenure-track, temporary, or affiliate) in their department. This amount is calculated in Fall Semester and applied to both Fall and Winter Semesters.

DEPARTMENT	*Release	**Release
	Time	Time
Visual Arts	6.5	1.42
Wellness	6.5	1.42
Drafting	6.5	1.42
Applied Technology	6.5	1.42
Counseling	7.0	0.50
Biological Sciences	7.0	1.50
Physical Sciences	7.0	1.50
Criminal Justice	7.0	1.50
Manufacturing	7.0	1.50
Social Sciences	7.5	1.63
Language & Thought	7.5	1.63
Psychology	7.5	1.63
Computer Application	7.5	1.63
Mathematics	9.0	2.00
Business	9.0	2.00
English	9.0	2.00

#### A. DEPARTMENT HEAD COMPENSATION

#### **B. PROGRAM DIRECTOR COMPENSATION**

	•	
PROGRAM	*	**
Director of Theater	4.5	0.00
Director of Music	11.0	2.00
Director of Child Development/Preschool	6.5	1.42
Director of Dental Auxiliary	12.0	2.00
Director of Hospitality Education	15.0	0.00
Director of Nursing	15.0	0.00
Director of Occupational Therapy Assistant	6.5	1.42
Director of Radiologic Technology	6.5	1.42
Director of Counseling and Career	7.0	0.50
Development		
Director of Disability and Occupational	7.0	0.50
Support Services		
Director of Academic Advising and Transfer	7.0	0.50
Center		

Director of TRIO and Student Support	7.0	0.5
Services		

- \*: Hours of release time for each of the academic year semesters. For summer semester, department heads will get one contact hour of stipend. For summer semester, program directors, as part of their 42-week contract, are assigned seven (7) hours of release time.
- \*\*: Additional "floating" release time hours that may be allocated between summer, winter, and/or fall semesters each fiscal year, based on the work needs of the department at the discretion of the faculty member within the following guidelines:

1.No full release unless approved in writing by the Provost.

2. No reduction in current release time allotments each semester, including summer.

3. The faculty member will provide written justification for changes in the distribution (from the prior academic year) to the Associate Dean.

# C. SPECIAL ASSIGNMENT COMPENSATION

1. Department heads shall receive one half contact hour stipend of overload pay for each of the following responsibilities. If a department head declines the assignment, the dean (or his or her designee) and department head will offer the assignment to an appropriate faculty member.

a) Special program accreditation (year before visit, year of visit, post-visit work if required).

- b) New program development (needs study, advisory committee development, curriculum development).
- c) Instructional technology purchasing (including the research of product review) of equipment/software/courseware, program development/revision, integrating of technology in the curriculum.
- d) Chairing a search committee for full-time faculty hiring.
- e) Other special projects approved by the dean.

For the above items, the department head must submit a request to the appropriate Dean to perform the task(s) and to be paid for the work. The request will also be approved by the Provost. This request must be made and approved prior to the start of the work. The request for additional stipends must include a description of the work, time lines, planned outcomes, and the approximate number of hours this work will take to complete.

	CON	TACT HO	OURS
ASSIGNMENT	Fall	Winter	Summer
Service Learning	8.0	8.0	3.0
Assessment Coordinator	8.0	8.0	6.0
AHANA Teacher Education Program	1.0	1.0	1.0
Gallery Curator	3.0	3.0	1.0
Coordinator – Practical Nursing	7.0	7.0	7.0
Coordinator – Dental Hygiene Clinic	2.0	2.0	
Coordinator – Dental Assisting Program	2.0	2.0	
Supervisor			
Coordinator – Applied Music	3.0	3.0	1.0
Coordinator – Music Recording Lab	4.0	4.0	2.0
Music Arts Outreach	13.0	13.0	
Teacher Education Prep	4.0	4.0	3.0

2.

3. For other special assignments listed in Appendix C and new faculty assignments, the college will develop or revise job descriptions and release time allocation (wage rate) if appropriate. The job description and release time allocation (wage rate), as developed by the college, will be explained to the Faculty Association Chief Negotiator. The release time allocation (wage rate) may be installed without agreement subject to adjustment as provided for in Article 12.C.3 & 4.

### **B-20 OVERLOAD**

Contact Hourly Rates	А	В
Non degree	\$987	\$805
Bachelor's degree	\$987	\$1,058
Master's degree	\$987	\$1,159

A. Full-time Faculty hired after July 1, 2012

B. Full-time Faculty hired before July 1, 2012

# **B-21 ADJUNCT FACULTY**

The New Adjunct Faculty pay rates in B-21.A shall apply to all adjuncts whose employment with Grand Rapids Community College began after March 18, 2013. The New Adjunct Faculty pay rates also apply to adjuncts whose employment with Grand Rapids Community College began after August 28, 2001, and who have not completed at least one semester in each of three academic years (including summers semesters) Any administrators (meet and confer employees) teaching adjunct classes shall also be paid on the new adjunct rate schedule.

Any adjunct faculty member, except administrators (meet and confer employees) teaching adjunct classes, who was paid on B-21.B will remain eligible for these rates for subsequent semesters and will not be reduced to the new adjunct faculty rates.

# A. NEW ADJUNCT RATES

	-
Contact Hourly Rates	
Non degree	\$685
Bachelor's degree	\$901
Master's degree	\$987

# **B. ADJUNCT RATES**

Contact Hourly Rates	
Non degree	\$879
Bachelor's degree	\$1,155
Master's degree	\$1,265

<u>B-22</u>	
HOURLY RATE SCHEDULES	
ADVISING (which includes registration) and counseling. This rate is for part-time hourly faculty and classroom faculty.	\$35.00
COURSE REVISION & DEVELOPMENT (see Article 6.C.8 & 6.C.9)	\$45.00
TEST DEVELOPMENT, PROCTORING, & GRADING (see Article 6.C.10)	\$45.00
TRAINING SOLUTIONS BILLABLE HOURS (see Article 15.A)	\$70.00
JOB TRAINING SUBSTTUTE	
BA or less	\$40.00
MA	\$45.00
LIBRARIANS (part-time hourly faculty)	\$35.00

# B-23 SALARY FOR EXTRA WORK

D 22

2% of base work per one (1) full week or .4% per normal workday. (See Article 7.I for specific conditions.)

# B-24 BASE LOAD ASSIGNMENT FOR APPLIED MUSIC COMPENSATION

A full-time faculty member teaching in the applied music program will have his/her load determined according to the following schedule:

- 1 applied music major student = 2/3 contact hour per student.
- 1 applied music minor student = 1/3 contact hour per student.

All applied music faculty, who are not full-time faculty members, will be considered adjunct faculty and will be paid according to the chart:

B-24 Base Load Assignment for Applied Music Composition				
Academic Year	Year 1 Hour Lesson 30 Minute Lesson			
2016 - 2017	\$45.63	\$22.82		
2017-2018	\$46.09	\$23.05		
2018-2019	\$46.55	\$23.28		

# B-25 DISTANCE LEARNING COMPENSATION (Article 6.H)

Online Template Creation – Compensation equals the course development hourly rate (B-22) times fifteen (15) times the number of credit hours of the course.

A faculty member shall be compensated one (1) additional contact hour for the first time he/she teaches a particular course in the I-TV format.

# **B-26 Retirement Pay (Article 7.X)**

Pay for unused sick day, or	\$51
Pay for year of service	\$50

Appendix	<b>C</b> -	Job	Assignment
----------	------------	-----	------------

ament
Math 003 Coordinator
Distance Learning ITV Coordinator
Internet Coordinator
AFP Coordinator
Honors Program Coordinator
International Studies Program Coordinator
Tutorial Laboratory Coordinator
Volleyball Coach
Baseball Coach
Basketball Coach
Golf Coach
Softball Coach
Tennis Coach/Men
Tennis Coach/Women
Forensics/Drama Coach
Culinary Coach
Assistant Baseball Coach
Assistant Basketball Coach
Assistant Softball Coach
Assistant Volleyball Coach
Equipment Manager Athletics
Eligibility
Collegiate Advisor
Display Magazine Advisor
Radiation Safety Officer
Radiation Safety Officer
Kent Philharmonic Director
Orchestra Director
Jazz Orchestra Director
College Choir Director
Shades of Blue Director
Madrigal Singers Director
Guitar Ensemble Director
Wind Ensemble Director
Campus Band Director
Concert Choir Director

	(Multiple assignments)
Librarian	Assignments Currently Unoccupied
Training Solutions Trainer	Wrestling Coach
Laboratory Technician	Track Coach
Instructor	Assistant Cross Country Coach
ESL Facilitator	Assistant Swimming Coach
	Assistant Track Coach
	Assistant Wrestling Coach
	Assistant Football Coach
	Cross Country Coach
	Program Director of Career Resource
	Center
	Program Director of Center for
	Teaching and Learning
	Program Director of Work-based
	Learning
	Swimming Coach
	Football Coach
	Cheerleading Coach
	Dance Coach

SCHOOL OF WORKFORCE DEVELOPMENT	Department/Program	Academic Area
	Applied Technology Department	Technology
	Business Department	
	Computer Information Systems	
	Department	
	Criminal Justice Department	
	Dental Auxiliary Program	
	Drafting & Design Department	Technology
	Hospitality Education Department	
	Manufacturing Department	Technology
	Nursing Program	
	Occupational Therapy Assistant	
	Program	
	Radiologic Technology Program	
SCHOOL OF ARTS AND SCIENCES	Department/Program	
	Biological Sciences Department	
	Child Development/Preschool	
	Program	
	English Department	
	Exercise Science Department	
	Language & Thought Department	
	Mathematics Department	
	Music Department	
	Physical Sciences Department	
	Psychology Department	
	Social Sciences Department	
	Theater Department	
	Visual Arts Department	

# Appendix E - Extra Curricular Remuneration

Athletic Director	32 % MA
Assistant Athletic Director	16% MA

2016-2017 Coaches Pay					
T:41a	Step				
Title	1	2	3	4	5
Assistant Baseball Coach	\$2,702	\$3,154	\$3,604	\$4,053	\$4,505
Assistant Basketball Coach	\$4,505	\$4,955	\$5,408	\$5,857	\$6,308
Assistant Cross Country Coach	\$2,253	\$2,702	\$3,154	\$3,604	\$4,053
Assistant Football Coach	\$4,505	\$4,955	\$5,408	\$5,857	\$6,308
Assistant Softball Coach	\$2,702	\$3,154	\$3,604	\$4,053	\$4,505
Assistant Swimming Coach	\$2,702	\$3,154	\$3,604	\$4,053	\$4,505
Assistant Track Coach	\$2,702	\$3,154	\$3,604	\$4,053	\$4,505
Assistant Volleyball Coach	\$2,702	\$3,154	\$3,604	\$4,053	\$4,505
Assistant Wrestling Coach	\$2,702	\$3,154	\$3,604	\$4,053	\$4,505
Baseball Coach	\$5,857	\$6,308	\$6,757	\$7,207	\$8,108
Basketball Coach	\$7,659	\$8,108	\$8,557	\$9,007	\$9,910
Chamber Orchestra	\$1,281	\$1,424	\$1,565	\$1,708	\$1,850
Cheerleading Coach	\$3,154				
College Choir	\$855	\$948	\$1,042	\$1,139	\$1,234
Collegiate Advisor	\$4,505	\$4,955	\$5,408	\$5,857	\$6,308
Concert Choir	\$1,281	\$1,424	\$1,565	\$1,708	\$1,850
Cross Country Coach	\$4,505	\$4,955	\$5,408	\$5,857	\$6,757
Culinary Coach	\$2,702				
Dance Coach	\$3,154				
Debate Coach	\$4,053	\$4,505	\$4,955	\$5,408	\$5,857
Display Art Advisor	\$3,712	\$3,937	\$4,163	\$4,390	\$4,615
Display Print Advisor	\$3,712	\$3,937	\$4,163	\$4,390	\$4,615
Eligibility	\$3,154				
Equipment Manager/Athletics	\$2,702				
Football Coach	\$7,659	\$8,108	\$8,557	\$9,007	\$9,910
Forensics/Drama Coach	\$900	\$1,350	\$1,803	\$2,253	\$2,702
Golf Coach		\$4,505	\$4,955	\$5,408	\$6,308
Guitar Ensemble	\$1,281	\$1,424	\$1,565	\$1,708	\$1,850
Jazz Orchestra	\$855	\$948	\$1,042	\$1,139	\$1,234
Kent Philharmonic Orchestra	\$1,281	\$1,424	\$1,565	\$1,708	\$1,850
Madrigal Singers	\$855	\$948	\$1,042	\$1,139	\$1,234
Radiation Safety Officer	\$3,154				
Shades of Blue	\$855	\$948	\$1,042	\$1,139	\$1,234
Softball Coach	\$5,857	\$6,308	\$6,757	\$7,207	\$8,108
Swimming Coach	\$5,408	\$5,857	\$6,308	\$6,757	\$7,659
Tennis Coach	\$4,053	\$4,505	\$4,955	\$5,408	\$6,308
Track Coach	\$5,408	\$5,857	\$6,308	\$6,757	\$7,659
Volleyball Coach	\$4,955	\$5,408	\$5,857	\$6,308	\$7,207
Wind Ensemble	\$1,281	\$1,424	\$1,565	\$1,708	\$1,850
Wrestling Coach	\$5,408	\$5,857	\$6,308	\$6,757	\$7,659

2017-2018 Coaches Pay					
Step					
Title	1	2	3	4	5
Assistant Baseball Coach	\$2,729	\$3,186	\$3,640	\$4,094	\$4,550
Assistant Basketball Coach	\$4,550	\$5,005	\$5,462	\$5,916	\$6,371
Assistant Cross Country Coach	\$2,276	\$2,729	\$3,186	\$3,640	\$4,094
Assistant Football Coach	\$4,550	\$5,005	\$5,462	\$5,916	\$6,371
Assistant Softball Coach	\$2,729	\$3,186	\$3,640	\$4,094	\$4,550
Assistant Swimming Coach	\$2,729	\$3,186	\$3,640	\$4,094	\$4,550
Assistant Track Coach	\$2,729	\$3,186	\$3,640	\$4,094	\$4,550
Assistant Volleyball Coach	\$2,729	\$3,186	\$3,640	\$4,094	\$4,550
Assistant Wrestling Coach	\$2,729	\$3,186	\$3,640	\$4,094	\$4,550
Baseball Coach	\$5,916	\$6,371	\$6,825	\$7,279	\$8,189
Basketball Coach	\$7,736	\$8,189	\$8,643	\$9,097	\$10,009
Chamber Orchestra	\$1,294	\$1,438	\$1,581	\$1,725	\$1,869
Cheerleading Coach	\$3,186				
College Choir	\$864	\$957	\$1,052	\$1,150	\$1,246
Collegiate Advisor	\$4,550	\$5,005	\$5,462	\$5,916	\$6,371
Concert Choir	\$1,294	\$1,438	\$1,581	\$1,725	\$1,869
Cross Country Coach	\$4,550	\$5,005	\$5,462	\$5,916	\$6,825
Culinary Coach	\$2,729				
Dance Coach	\$3,186				
Debate Coach	\$4,094	\$4,550	\$5,005	\$5,462	\$5,916
Display Art Advisor	\$3,749	\$3,976	\$4,205	\$4,434	\$4,661
Display Print Advisor	\$3,749	\$3,976	\$4,205	\$4,434	\$4,661
Eligibility	\$3,186				
Equipment Manager/Athletics	\$2,729				
Football Coach	\$7,736	\$8,189	\$8,643	\$9,097	\$10,009
Forensics/Drama Coach	\$909	\$1,364	\$1,821	\$2,276	\$2,729
Golf Coach		\$4,550	\$5,005	\$5,462	\$6,371
Guitar Ensemble	\$1,294	\$1,438	\$1,581	\$1,725	\$1,869
Jazz Orchestra	\$864	\$957	\$1,052	\$1,150	\$1,246
Kent Philharmonic Orchestra	\$1,294	\$1,438	\$1,581	\$1,725	\$1,869
Madrigal Singers	\$864	\$957	\$1,052	\$1,150	\$1,246
Radiation Safety Officer	\$3,186				
Shades of Blue	\$864	\$957	\$1,052	\$1,150	\$1,246
Softball Coach	\$5,916	\$6,371	\$6,825	\$7,279	\$8,189
Swimming Coach	\$5,462	\$5,916	\$6,371	\$6,825	\$7,736
Tennis Coach	\$4,094	\$4,550	\$5,005	\$5,462	\$6,371
Track Coach	\$5,462	\$5,916	\$6,371	\$6,825	\$7,736
Volleyball Coach	\$5,005	\$5,462	\$5,916	\$6,371	\$7,279
Wind Ensemble	\$1,294	\$1,438	\$1,581	\$1,725	\$1,869
Wrestling Coach	\$5,462	\$5,916	\$6,371	\$6,825	\$7,736

2018-2019 Coaches Pay					
Step					
Title	1	2	3	4	5
Assistant Baseball Coach	\$2,756	\$3,218	\$3,676	\$4,135	\$4,596
Assistant Basketball Coach	\$4,596	\$5,055	\$5,517	\$5,975	\$6,435
Assistant Cross Country Coach	\$2,299	\$2,756	\$3,218	\$3,676	\$4,135
Assistant Football Coach	\$4,596	\$5,055	\$5,517	\$5,975	\$6,435
Assistant Softball Coach	\$2,756	\$3,218	\$3,676	\$4,135	\$4,596
Assistant Swimming Coach	\$2,756	\$3,218	\$3,676	\$4,135	\$4,596
Assistant Track Coach	\$2,756	\$3,218	\$3,676	\$4,135	\$4,596
Assistant Volleyball Coach	\$2,756	\$3,218	\$3,676	\$4,135	\$4,596
Assistant Wrestling Coach	\$2,756	\$3,218	\$3,676	\$4,135	\$4,596
Baseball Coach	\$5,975	\$6,435	\$6,893	\$7,352	\$8,271
Basketball Coach	\$7,813	\$8,271	\$8,729	\$9,188	\$10,109
Chamber Orchestra	\$1,307	\$1,452	\$1,597	\$1,742	\$1,888
Cheerleading Coach	\$3,218				
College Choir	\$873	\$967	\$1,063	\$1,162	\$1,258
Collegiate Advisor	\$4,596	\$5,055	\$5,517	\$5,975	\$6,435
Concert Choir	\$1,307	\$1,452	\$1,597	\$1,742	\$1,888
Cross Country Coach	\$4,596	\$5,055	\$5,517	\$5,975	\$6,893
Culinary Coach	\$2,756				
Dance Coach	\$3,218				
Debate Coach	\$4,135	\$4,596	\$5,055	\$5,517	\$5,975
Display Art Advisor	\$3,786	\$4,016	\$4,247	\$4,478	\$4,708
Display Print Advisor	\$3,786	\$4,016	\$4,247	\$4,478	\$4,708
Eligibility	\$3,218				
Equipment Manager/Athletics	\$2,756				
Football Coach	\$7,813	\$8,271	\$8,729	\$9,188	\$10,109
Forensics/Drama Coach	\$918	\$1,378	\$1,839	\$2,299	\$2,756
Golf Coach		\$4,596	\$5,055	\$5,517	\$6,435
Guitar Ensemble	\$1,307	\$1,452	\$1,597	\$1,742	\$1,888
Jazz Orchestra	\$873	\$967	\$1,063	\$1,162	\$1,258
Kent Philharmonic Orchestra	\$1,307	\$1,452	\$1,597	\$1,742	\$1,888
Madrigal Singers	\$873	\$967	\$1,063	\$1,162	\$1,258
Radiation Safety Officer	\$3,218				
Shades of Blue	\$873	\$967	\$1,063	\$1,162	\$1,258
Softball Coach	\$5,975	\$6,435	\$6,893	\$7,352	\$8,271
Swimming Coach	\$5,517	\$5,975	\$6,435	\$6,893	\$7,813
Tennis Coach	\$4,135	\$4,596	\$5,055	\$5,517	\$6,435
Track Coach	\$5,517	\$5,975	\$6,435	\$6,893	\$7,813
Volleyball Coach	\$5,055	\$5,517	\$5,975	\$6,435	\$7,352
Wind Ensemble	\$1,307	\$1,452	\$1,597	\$1,742	\$1,888
Wrestling Coach	\$5,517	\$5,975	\$6,435	\$6,893	\$7,813

<u>No. Students</u> 1	<u>Course 291</u> 0.133 CH	<u>Course 292</u> 0.267 CH	<u>Course 293</u> 0.400 CH
2	0.133 CH	0.267 CH	0.400 CH
3	0.267 CH	0.533 CH	0.800 CH
4	0.267 CH	0.533 CH	0.800 CH
5	0.333 CH	0.667 CH	1.000 CH
6	0.400 CH	0.800 CH	1.200 CH
7	0.467 CH	0.933 CH	1.400 CH
8	0.533 CH	1.067 CH	1.600 CH
9	0.600 CH	1.200 CH	1.800 CH
10	0.667 CH	1.333 CH	2.000 CH
11	0.733 CH	1.467 CH	2.200 CH
12	0.800 CH	1.600 CH	2.400 CH
13	0.867 CH	1.733 CH	2.600 CH
14	0.933 CH	1.867 CH	2.800 CH
15	1.000 CH	2.000 CH	3.000 CH

### Appendix F – Pay Rates, In Contact Hours (CH), For "Project Seminar" Courses

Course 291 is for a one (1) credit course. Course 292 is for a two (2) credit course. Course 293 is for a three (3) credit course.

Each credit hour requires 15 contacts per semester. See memo of understanding dated November 29, 1983.

#### **Appendix G - Health Care Option Plans**

- 1. Cancer Intensive Care Insurance
- 2. Short Term Disability
- 3. Long Term Disability
- 4. Term Life Insurance
- 5. Other Options agreed upon by the Association
- 6. Or any combination of the above

# Appendix H: MEMOS OF UNDERSTANDING

ADMINISTRATIVE INVESTIGATIONS	November 29, 2007
APPENDIX E COACHING COMPENSATION	July 29, 2012
ASSISTANT COACHES	July 1, 2010
EVALUATION PLAN FOR ADJUNCT FACULTY	March 13, 2013
EVALUATION PLAN FOR COUNSELORS AND LIBRARIANS	February 10, 2014
EVALUATION PLAN FOR LAB COORDINATORS AND LAB TECHNICIANS	November 25, 2013
EVALUATION PLAN FOR PRESCHOOL FACULTY	January 13, 2014
EVALUATION PLAN FOR PRO-RATA SALARY FACULTY	November 25, 2013
GRANDFATHERED PAY	April 28, 2017
GRANDFATHERED PAY – LONGEVITY TRAINING	April 28, 2017
LONGER TERM ADJUNCT CONTRACTS	June 17, 2011
LONGER TERM ADJUNCT CONTRACTS – CLS 100	June 17, 2011
NURSING PROGRAM – YEAR ROUND	March 21, 2017
OTTAWA COUNTY M-TEC OE/OE	August 3, 2007
PRIOR LEARNING ASSESSMENT	April 13, 2012
PROVISIONS UNIQUE TO CONSTRUCTION TRADES	August 3, 2007
RELEASE TIME	February 28, 2008

#### MEMORANDUM OF UNDERSTANDING between the BOARD OF TRUSTEES and the FACULTY ASSOCIATION of GRAND RAPIDS COMMUNITY COLLEGE

#### 2007 - 2010

# **ADMINISTRATIVE INVESTIGATION**

The Board of Trustees of Grand Rapids Community College and The Faculty Association of Grand Rapids Community College agree to the following Administrative Investigation procedures as it relates to perceived deficiency in professional competency in job performance. (e.g., knowledge, skills, and abilities). These investigations are for performance concerns whether the concern arises from the evaluation or outside the evaluation period. This memo will remain in effect July, 2007 through August, 2010.

- A. The Faculty Association and administration are committed to resolving performance issues at the lowest level of intervention necessary to improve performance. This may include informal discussions with affected parties.
- B. This investigation procedure shall be followed in the termination or discharge, suspension, or other discipline of a faculty member where such action is based on a perceived deficiency in professional competency in job performance. (e.g., knowledge, skills, and abilities).
- C. This memo of understanding does not supercede Article 10 (Grievance Procedures), Article 10.E (Demotion & Discharge), and Article 6.G.2 (limitation of overload) of the collective bargaining agreement.
- D. The administration shall provide written notification to the affected faculty member and will be informed of his/her right to association representation at the start of the investigation; this notification shall describe the intended investigation process.
- E. The Provost or designee will conduct the investigation.
- F. If disciplinary action is forthcoming the administrator conducting the investigation shall provide full disclosure to the affected faculty member or his/her representative. Such disclosure shall include all pertinent information and sources on which the disciplinary decision is based.

In addition, if the investigation had discovered any information favorable to the faculty member, but the administration did not use such favorable information to base its disciplinary decision, such information will also be disclosed to the Faculty member or his/her representative.

Disciplinary action will be determined on a case-by-case basis. Only in the event the faculty member has not waived his/her right to association representation will the disciplinary action be precedent setting.

G. In the event that the regular evaluation causes the Administration to begin a separate investigation of a faculty member's performance as provided for in paragraph 2.e.1 of the Memo of Understanding – Faculty Evaluation Procedures, any evidence developed by that separate investigation, including signed student comments and evaluations of faculty made during the course of that separate investigation, may be used in disciplinary or legal proceedings.

In the event of any disciplinary or legal proceedings involving a faculty member, the Administration will exclude from such proceedings the following:

- 1. Unsigned student comments.
- 2. Unsigned evaluations of faculty.
- 3. Testimony or documentation summarizing unsigned student comments or evaluations of faculty.
- 4. Testimony or documentation referring to the substance of unsigned student comments or evaluations of faculty.
- H. If the faculty member alleges that the administrative investigation was initiated in an arbitrary, capricious or discriminatory manner, the Administration may indicate the general fact that the regular evaluation was the cause for the College to begin a separate investigation into the faculty member's performance.

feff Spoelman Faculty Chief Negotiator

11/29/07

Kathy Keating

GRCC Chief Negotiator

19.07 Date

102

#### MEMORANDUM OF UNDERSTANDING between the GRAND RAPIDS COMMUNITY COLLEGE and the FACULTY ASSOCIATION

### **Appendix E Coaching Compensation**

#### July, 2012

This MOU is made by mutual agreement to specify the timing of faculty compensation for Appendix E assignments listed in the parties' collective bargaining Agreement.

Effective fall semester 2012:

- A. Head coaching compensation listed in appendix E will be paid over fall and winter semesters as follows:
  - 80% in the semester of the official competition, and
  - 20% in the other academic year semester.
- B. Assistant coaching compensation will be paid in the official competition season for the specific sport.
- C. Faculty who serve as eligibility official, Athletic Director, Assistant Athletic Director and Equipment Manager shall be paid equally over fall, winter and summer.

Fred van Hartesveldt President, GRCC Faculty Association

hv Keating **GRCC** Chief Negotiator

July 2, 2012

July 29, 2012

#### Memo of Understanding

#### Between

#### Grand Rapids Community College (GRCC)

#### And the

#### Grand Rapids Community College Faculty Association

#### **Regarding Assistant Coaches**

This resolution was made by mutual agreement to ensure that the GRCC Athletic Department compensates Assistant Coaches in accordance with the Faculty Association Collective Bargaining Agreement.

Athletic amounts listed in Appendix E will be administered in the following manner:

- a) All athletic programs must formally compensate assistant coaches in accordance with the negotiated amount.
- b) The GRCC Football program shall have six assistant coach stipends funded at 100%.
- c) For athletic assistant coach positions listed in Appendix E, the negotiated amounts may be split between multiple assistant coaches if authorized in writing by the Athletic Director and Dean of Student Affairs. These amounts can be split based on rationale that is related t job duties and consistent with GRCC policies.
- d) Athletic programs are allowed to use "Club Funds" to support additional coaching staff. These club funds must be administered in the following manner:
  - Club funds will be charged (indicate account number on additional pay form) for the appropriate percentage of the negotiated stipend as approved in c, above, plus applicable payroll taxes.
  - All assistant coach amounts will be processed through payroll and be signed by the Dean of Student Services.
- e) Compensation for the 2009 2010 football assistant coaches will be paid retroactively consistent with this agreement.

Jeffley Spoelman Faculty Association Chief Negotiator

1/2010

Kathy Kéating () GRCC Chief Negotiator

7.1.2010

date

date

#### **GRCC Adjunct Evaluation Process**

#### Philosophy

GRCC values quality and effective teaching. Academic leaders recognize the need to:

- Identify and reinforce good teaching practices because of the demonstrated impact on student learning
- Encourage continuous professional development and life-long learning
- Support reflective practice
- Provide opportunities for professional development
- Be accountable to our stakeholders by documenting adherence to institutional academic standards and applicable accreditation criteria

The adjunct evaluation process builds on the adjunct faculty members' strengths and will provide a working data base that will document ongoing teaching contributions to GRCC's mission. The process is designed to consider 'the question of teaching' through a systematic and structured but flexible enough 'conversation' between the observer and the adjunct faculty with emphasis on learning from each other, on looking for alternative solutions to possible problems, and on discovering new ways to do things, *as well as the institutional commitment to continuous quality improvement of the academic area.* Adjunct faculty include not only classroom faculty for credit-based programming, but also librarians, counselors, and faculty in non-credit programming.

We believe the process will help foster growth for the adjunct faculty and result in a better educational environment for our students.

Adjunct faculty do not have a tenure and promotion system. They do not have specific titles or hold ranks. All adjunct faculty members have the title of "Instructor."

- 1. Every new adjunct will be evaluated in the first semester they are hired (Fall, Winter or Summer).
- 2. New adjuncts that have had no *college* teaching experience or less than two semesters will be evaluated by the Associate Dean of Faculty Hiring and Evaluation.
- 3. All adjuncts will be evaluated a minimum of once every three years.
- 4. All adjuncts evaluated will receive written feedback in a timely manner and will be asked to respond via email or meet with the observer to discuss the evaluation in a timely manner.

- 5. Evaluations will identify and reinforce good practices and will encourage areas for development if any.
- 6. Evaluators will:
  - a. Be academic administrators who have classroom teaching experience, current fulltime faculty at GRCC, or adjunct faculty at GRCC who have taught more than five years.
  - b. Undergo training as determined by the administration.
  - c. Suggest professional development opportunities, including CTE offerings, to adjuncts as appropriate.
  - d. Inform the CTE of trends in professional development needs among adjuncts observed so that CTE may develop appropriate programming.
  - e. Purposefully connect adjunct faculty members to other faculty members and to institutional resources and follow up on any issues raised by the adjunct faculty member
  - f. Provide an end-of-semester findings report to the Director of the Center for Teaching Excellence
  - g. Refer any concerns to the AD of Faculty Hiring and Evaluation
  - h. Demonstrate a high level professionalism and respect
  - i. Full-time faculty are encouraged to be observers and to include this as meeting their College Service requirements for their own Evaluation Process
- 7. All adjuncts' classes every semester will be evaluated by students. Results of evaluations, both quantitative and qualitative (written comments), will be shared with the adjunct faculty member's Department Head/Program Director and Associate Dean for Faculty Evaluation and Hiring.
- 8. Information from an evaluation from observer and reflection from adjunct shall be available for the next evaluation, regardless of who the observer was.
- 9. Deans' Council will receive a yearly report of aggregated data from observations. This report will not include individual faculty names or issues. It is intended for Administration to improve support for and development of adjunct faculty as a group.
- 10. IRP will design and administer an evaluation of the process in a timely manner.
- 11. For part-time/adjunct faculty, regular evaluations can be used for the decision whether to rehire the individual for similar courses, professional duties, or full-time employment. Any concern raised from an evaluation will be discussed in a timely manner with the part-time/adjunct faculty member, if he/she requests.

7. vou Hartesveld

Fred van Hartesveldt President, GRCC Faculty Association

March <u>13</u>, 2013

Steven C. Ender, Ed.D.

President, Grand Rapids Community College

March <u>13</u>, 2013

#### Memorandum of Understanding between Grand Rapids Community College and Grand Rapids Community College Faculty Association

#### Faculty Evaluation System for Counselors and Librarians February 2014

Grand Rapids Community College and the GRCC Faculty Association mutually agree to modify the Grand Rapids Community College Faculty Evaluation System for Counselors and Librarians, page 8, Part 1.J of the MOU dated March 18, 20013– Student Evaluations of Instruction, effective immediately, as set forth below.

- 1. For Counselors and Librarians, the sentence, "[a]ll faculty will have all their classes evaluated by students every semester, no matter their rank," is replaced by the following:
  - a. Students receiving counseling services will be provided the opportunity to evaluate Counselors every semester, no matter the rank of the Counselor.
    - i. During five successive weeks in fall semesters beginning with the first Monday that classes are in session,
    - ii. During five successive weeks in winter semesters during the last five weeks that classes are in session, including exam week, and
    - iii. During five weeks in summer semesters, including the first two weeks that classes are in session during summer semesters and during the last three weeks that classes are in session during summer semesters.

b. Students will be provided the opportunity to evaluate Librarians every semester, no matter the rank of the Librarian.

- i. During five successive weeks in fall semesters beginning each October 1,
- ii. During five successive weeks in winter semesters beginning each March 1, and
- iii. During five weeks in summer semester, including the first two weeks that classes are in session during summer semester and during the last three weeks that classes are in session during summer semester.
- 2. Student evaluations for Counselors and Librarians will be distributed electronically when the College changes to on line student evaluations for all classroom faculty. Counselors and Librarians may participate in the pilot process for student evaluations when it is operational.
- 3. To the extent that it doesn't conflict with this agreement, the Faculty Evaluation System remains in effect.
- 4. This agreement resolves Faculty Association grievance 208.

van Hatesuldt

Faculty Association President

GRCQChief Negotiator

///February 20

### MEMO OF UNDERSTANDING Between GRAND RAPIDS COMMUNITY COLLEGE and the FACULTY ASSOCIATION of GRAND RAPIDS COMMUNITY COLLEGE November 2013

### **Evaluation Agreement- Lab Coordinators and Lab Technicians**

Grand Rapids Community College and the GRCC Faculty Association mutually agree to the following Evaluation

### Merit Pay Opportunity Based on Performance for Lab Coordinators and Lab Technicians Lab Coordinators and Lab Techs who have not achieved maximum merit pay shall be eligible for advancement of one increment on the merit pay schedule (outlined in Appendix B in the Collective Bargaining Agreement) on July 1 of each year. The faculty member will be advanced one increment if they meet the requirements listed in the Pay for Performance Worksheet.

The attached Performance Evaluation and Pay for Performance Worksheet are the agreed forms and tools used in this evaluation system. The dates reflect the 2013-2014 fiscal years. Each subsequent year will use the same days but rolled forward one year. For 2013-2014 only, the plan will use December 20<sup>th</sup> instead of the September 1<sup>st</sup> deadline for developing the plan.

Time will be provided during the normal work day to meet Professional Development requirements. Faculty Learning Day (January 9<sup>th</sup> in 2014, date not yet set for following years) will not count toward his/her professional development requirement. The Professional Development requirement for parttime Lab Coordinators and Lab Technicians will be 50% of the full-time requirement per year.

Lab Coordinators and Lab Techs are not eligible for rank beyond tenure.

Jéffley Spoelman Chief Negotiator Faculty Association

Date

Katherińe Keating / Chief Negotiator Grand Rapids Community College

\_///*DS/201*3\_\_\_\_\_ Date

109

~
<u>u</u>
<
-
0
~~~
_
σ
Ð
Ξ.
-
0
⊻
2
~
1
Ω.
3
ā
Б.
10
-
>
~
0
-
×
ίΛ.
÷
~
D .
<b>m</b>

 Pay for Performance Worksheet
 11/25/13 

 (This form is to be completed for employees who have not reached the top of their schedule, and are eligible for advancement)
 11/25/13 

 (This form is to be completed for employees who have not reached the top of their schedule, and are eligible for advancement)
 11/25/13 

Attach completed performance evaluation.
 Send to Human Resources by June 1st.

### Section I. Individual Job Specific Goals: Weight: 40%

Year-end Assessment	Needs Improvement	Effective	Highly Effective
Rate the quality and	Fulfilled less than 70% of planned	Fulfilled 70% - 84% of planned outcomes	Fulfilled 85% - 100% of planned outcomes
percentage of the planned	outcomes.	in a fully satisfactory manner.	and frequently exceeded expectations.
outcomes that were			
completed and within the			
employee's control.			
Points assigned :		3 nointe	

# Section II: Professional Development. (50% for part-time faculty, prorated for new hires): Weight: 10%

Points assigned:	
1 point	Completed Less than 6 hours
2 points	Completed 6 but less than 9 hours
3 points	Completed 9 hours or more.

## Section III. Top Priority Job Responsibilities and Professional Skills: Weight: 50%

	Needs Improvement	Effective	Highly Effective
-	Does not consistently	Fulfills requirements of the job	Frequently achieves outstanding results.
e an average of the gned to the nearest	fulfill the requirements of the job and needs to	description in a fully satisfactory manner.	Accomplishments and professional skills often exceed requirements of the job.
whole number):	improve.		-
Points assigned:	1 point	2 points	3 points

and professional development goals address		nat the performance	e ensure tł	ement, pleas	*If the employee did not receive a step advancement, please ensure that the performance evaluation goals areas of deficiency.	*If the er areas of
		I	Date		Executive Budget Control Officer	Executive
Date		Employee	Date		Q	Supervisor
: if <b>yes</b> , employee will receive a step		on a PIP as of June	ıd was not	) or higher, ar	Did the employee achieve a score of 2.0 or higher, and was not on a PIP as of June 1st, 2014?: advancement for 2014-2015.*	з. а
	matic, per the contract.	<sup>-</sup> 2014/2015 is autor	cement for	ı a step advar	If answers to 2, a, and b are all no, then a step advancement for 2014/2015 is automatic, per the contract.	<del></del>
		ing 2013-2014?	notice dur )14?	rective action of June 1st, 2(	<ul> <li>a. Did the employee receive a corrective action notice during 2013-2014?</li> <li>b. Was the employee on a PIP as of June 1st, 2014?</li> </ul>	
	: If no, answer a & b		tid - year cl	oyee for the n	Did the supervisor meet with the employee for the mid - year check in?	2. [
yee is not eligible for a step advancement for	: If <b>yes,</b> employee is no	une 1st, 2014?	olan as of J	nprovement	Was this employee on a Performance Improvement Plan as of June 1st, 2014? 2014/15.	1.
valuation.	ssed in this performance e age score of 2.0 or higher.	ce of the areas asse ans a weighted aver	performan ument me	all substantial ses of this doc	The employee must demonstrate overall substantial performance of the areas assessed in this performance evaluation. Substantial performance for the purposes of this document means a weighted average score of 2.0 or higher.	••
		50%	×		Section III	
		10%	×		Section II	
		40%	×		Section I	
	Equals total weighted points	Weight	mbers	voints (whole numbers only)	Score received	
7171 21/52/11			able below	tage: (Fill in t	Calculating recommended pay increase percentage: (Fill in table below)	Calculati
<u>A</u>						
11/25/13						

Performance Evaluation: Fiscal Year (2013/2014)	13/2014)		
Name	Title		
Supervisor	Title		
Department			
Purposes of the Performance Evaluation process:			
<ul> <li>To identify your planned work for the upcoming year, including your individual goals.</li> <li>To assess your overall work performance and progress toward your individual goals.</li> </ul>	ning year, including your individual goals. d progress toward your individual goals.		
<ul> <li>To identify professional development goals and assess progress toward these goals.</li> <li>To determine step advancement based on performance.</li> </ul>	and assess progress toward these goals. erformance.		
I. Individual Job Specific Goals:			
Identify goals for (2013-2014). (goals should be measurable and connected to the Department Annual Plan)	Identify planned outcome(s)	Mid-year assessment: Fully, partially or not accomplished. Include comments.	Year-end assessment: Within the employee's control, what percentage of the goals and outcomes were completed?
(Complete this section between July 1 and September 1)	July 1 and September 1)	(complete by Feb 1)	(complete in May)
1.			
2.			
<u>.</u>			
4.			
April 12 2013 ds			

11/25/2013

### ☴ **Professional Development Goals.**

- A. Grand Rapids Community College values professional development for continuous learning and improvement. Goals:
- Help meet individual educational priorities (job specific or professional skills)
- Include participation in training to improve department team effectiveness and communication
- May include up to five (5) hours of professional development achieved through wellness activities and/or volunteering on community board/involvement Meet institutional training and development priorities related to GRCC, with supervisor approval
- Professional development may be through the Staff Development Office and/or at off-site conferences or workshops.
- <u>о</u>в The employee and supervisor should identify a minimum nine (9) hours of professional development (50% for part-time faculty, prorated for new hires).
- 0 Goals may be flexible to address changes in priorities or learning opportunities throughout the year. Changes must be approved by the supervisor. Supervisors must approve professional development goals and planned activities.

Professional Development Goal	Activity to meet goal & number of hours	Mid-year check in	Year-end check in
		Note: Note any changes to goals or activities.	Note: Note any changes to goals or activities.
(Complete this section bet	(Complete this section between July 1 and September 1)	(complete by Feb 1)	(complete in May 2013)
1.			
		r	
2.			
ώ			
.4			

April 12 2013 ds

My Erjselil

1		1				2/22/224		
	5	<u>4</u>	μ.	2.	1.	(Complete this section between July 1 and September 1)	Job Knowledge (top priority items from job description)	III. Top Priority Job Responsibilities and Professional Skills
						(complete by Feb 1)	Mid-year assessment:	
Total Points						(complete in May 2013)	Year-end assessment; Rate each as one of the following: Needs improvement, effective, highly effective. <i>Provide specific comments and point value</i> Needs Improvement 1 Effective 2 Highly Effective 3	

deficiency. \*If the employee did not receive a step advancement, please ensure that the performance evaluation goals and professional development goals address areas of \*\* Signatures indicate that the employee and supervisor have met for this performance review and have reviewed and updated the job description. Submit

April 12 2013 ds

completed Evaluation and Job Description to HR by June 1st.

Additional Employee Comments:

Additional Supervisor Comments:

Employee's Signature

Date

Supervisor's Signature

Date

11/25/23

**Definitions of Rating Categories** 

requirements of the job. Highly Effective - frequently achieves outstanding results. Accomplishments and professional skills often exceeds

Effective - fulfills requirements of the job description in a fully satisfactory manner.

Needs Improvement - does not consistently fulfill the requirements of the job and needs to improve.

### Merit Pay Opportunity Based on Performance for Preschool faculty members

Beginning in 2014, Preschool faculty members who have not achieved maximum merit pay shall be eligible for advancement of one increment on the merit pay schedule (outlined in Appendix B-4 in the Collective Bargaining Agreement) on the first day of the academic year (except for 52-week faculty who receive the increment on July 1) and one increment each subsequent year under the following conditions:

- Faculty member has no written Corrective Action Notice within the preceding 12 months
- Faculty member is not on a Performance Improvement Plan
- Preschool faculty must annually develop an annual performance and professional development plan and participate in a performance evaluation using the FPE. Preschool faculty must meet YDRs listed below to earn merit.
- Preschool faculty who complete the YDR's do earn merit pay.
- The Preschool faculty member's FPE should be developed collaboratively by the faculty member, the Preschool Director, and the Program Director of the Education/Child Development Program. In the event that these three persons cannot agree, the plan will be approved if two of the three parties agree. If the plan does not meet the requirements specified in the negotiated documents, the Preschool Director may send the FPE back to the faculty member and Program Director to remedy the shortcomings.
- The Dean, Provost, and HR also receive copies of approved FPE's.

Preschool faculty members are not eligible for rank beyond tenure. The requirements of this plan can be performed during the normal work day. Preschool faculty members are paid their hourly rate while completing the requirements of this plan.

Category of Evaluation	Yearly Distribution Requirements
Teaching	<ul> <li>One Teaching Observation by the Preschool Director completed each year to support the Preschool accreditation project</li> <li>One project to improve teaching effectiveness</li> <li>One project to assess student learning</li> </ul>
Professional Development	<ul> <li>9 clock hours per academic year unless more hours are required for accreditation. Faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer</li> </ul>

College Service Or optional Community Service	<ul> <li>30 clock hours of service per academic year - faculty may choose to complete these activities in the summer, but they cannot be required to do them in summer</li> <li>Service requirements can complete in their entirety within the Preschool and the community</li> </ul>
Additional Responsibilities	<ul> <li>Keeping accurate student academic lab performance records</li> <li>Making a reasonable effort to participate in meetings related to his or her teaching function as scheduled by their dean, department head or program director provided they are scheduled during a normal work day and academic year</li> <li>Meeting classes during the time scheduled and for the appropriate length of time as required by the Collective Bargaining Agreement</li> <li>Attending Commencement Attending Opening Day and School Meetings</li> <li>Participating in Faculty Learning Day</li> <li>Make reasonable accommodations as approved by Disability Support Services to meet students' needs in compliance with the Americans with Disabilities Act (ADA)</li> <li>Follow College Policy on the Family Educational Right to Privacy Act (FERPA)</li> <li>Some of the above-mentioned responsibilities are exempt for leaves of absence, vacation, school cancellations, and sick days</li> </ul>

Transition during 2013-14:

1. January – Bill Faber provides training /professional development for use of the online evaluation system forms.

- 2. Submit plans by Feb. 8
- 3. Receive approval by Feb. 15.
- 4. Completion required by May 1
- 5. Assessed by June 1 for payroll notification.

For 13-14 only

- 1 project to improve teaching effectiveness OR 1 project to assess student learning ٠
- ٠ 4.5 hours of professional development
- 15 hours of College and/or Community Service ٠
- 1 Teaching observation •

Umar

Spoelman Chief Negotiator Faculty Association

13/2014

Date

Katherine Keating

Chief Negotiator Grand Rapids Community College

<u>//3/2014</u> Date

Memo of Understanding

Faculty Performance Evaluation System

For Faculty paid using pro rata salary

(Faculty with on-going contracts less than 32.5 hours per week)

Faculty covered by this MOU shall follow Article 17 of the Collective bargaining agreement.

Expectations for Professional Development and College Service will be proportional to the number of hours for which he/she is contracted.

Those faculty seeking merit increases must complete proportional work for merit which includes 1 substantive project and 1 additional activity for the entire period of time between merit points.

Time will be provided during his/her normal work week to meet the requirements of the evaluation system.

These faculty are not eligible for tenure but are eligible for the merit increases.

This MOU doesn't apply to Lab Coordinators, Lab Technicians or Preschool faculty.

feffley/Spoeman Chief Negotiator Faculty Association

125/13

Date

Katherine Keating

Chief Negotiator Grand Rapids Community College

<u>// 25 - 13</u> Date

### Memorandum of Understanding between the GRCC Faculty Association and Grand Rapids Community College regarding Grandfathered Pay:

The parties agree as follows:

- a. Longevity Training Pay: Faculty members who earned longevity training pay prior to December 12, 2016 shall continue to receive this pay for the duration of their employment as full time faculty members. (See separate MOU for faculty who earned longevity training pay prior to December 12, 2016 but who are not eligible to begin to receive this pay until a future date.)
- b. Longevity Service Pay: Faculty members who earned longevity service pay prior to March 18, 2013 shall continue to receive this pay for the duration of their employment as full time faculty members.
- c. Advanced Training beyond a Master's Degree: Faculty who earned Advanced Training beyond a Master's Degree pay shall continue to receive this pay for the duration of their employment as full time faculty members or until they complete a terminal degree. Upon completion of a terminal degree, they will no longer receive this grandfathered pay but will receive terminal degree pay upon completion of the contractual requirements.
- d. G credit. Faculty who earned G credit pay shall continue to receive this pay for the duration of their employment as full time faculty members.

Risi W. Dlorge

For the GRCC faculty Association

28/17

Kurny Keerts

For Grand Rapids Communit

4/28/17

Date

### Memorandum of Understanding between the GRCC Faculty Association and Grand Rapids Community College regarding Grandfathered Pay:

The parties agree as follows:

One hundred and twenty six (126) faculty members earned longevity training pay prior to December 12, 2016.

Thirteen (13) of the foregoing one hundred and twenty six (126) faculty members earned an additional longevity training increment but are not eligible to begin to receive this pay until a future date. These specific dates vary.

A spreadsheet dated April 26, 2017 lists the first date on which the 13 faculty members will begin to receive the additional longevity training pay increment. These faculty shall continue to receive this pay from the first date of eligibility listed on the spreadsheet for the duration of their employment as full time faculty members.

For the GRCC Faculty Association

4/28/17

For Grand Rapids Community College

4/28/17

Date

Longer Term Adjunct Contracts

Conditions for an offer –

- 1) A department has a specialized course(s) for which there is no, or not enough, full time faculty within the department qualified to teach the course(s), and/or
- 2) There is a need to secure quality adjunct in off-campus locations.

### Process -

- 1. The department head/program director and Associate Dean determine there is a need.
- 2. Opportunities shall be posted internally.
- 3. The department head/program director and Associate Dean interview the candidate(s). Criteria used to evaluate the candidate may include, but is not limited to
  - a. Experience
  - b. Teaching Demonstration
  - c. Credentials
  - d. Interview
  - e. Documented Quality Teaching
  - f. Input of full time faculty.
- 4. The offer is for a *one year* contract that can be continued *year-to-year*.
- 5. The offer can be for one or more classes (up to contractual limit for adjunct).
- 6. Classes are assigned after full time faculty normal load but before faculty select their overload.
- 7. The contract can be voided if enrollment drops such that the class(es) are not offered within the semesters of the contract or prevents a faculty member from being assigned a full load (ref: article 6 B 2 & article 12 A 5)
  - a. Before the contract is voided, the college will make every effort to offer alternative classes to the adjunct for which he or she is qualified.
- 8. An adjunct with a longer term contract that does not provide for the maximum number of contact hours, may request additional hours through the traditional adjunct level 4 process outlined in the contract.
- 9. All other parameters outlined in the contract which pertain to adjunct apply to this position.

///rug Sportman 6/17/2011

Karny Genting 6-17-2011

Memo of Understanding

Between

Grand Rapids Community College (GRCC)

And

Grand Rapids Community College Faculty Association

Re: Long Term Adjunct Contracts

The parties agree that CLS 100 will not be included in any long term adjunct contracts.

Jeffrey Spoelman Chief Negotiator, Faculty Association

6/17/2011

Kathy Keating

Kathy Keating I GRCC Chief Negotiator

6/17/2011

### MEMO OF UNDERSTANDING between GRAND RAPIDS COMMUNITY COLLEGE and the FACULTY ASSOCIATION of GRAND RAPIDS COMMUNITY COLLEGE

### March 15, 2017

### YEAR-ROUND NURSING PROGRAMS

The Board of Trustees and The Faculty Association of Grand Rapids Community College agree to the following modifications to the collective bargaining agreement for faculty members in nursing programs who voluntarily elect to alter their contractual workload to meet departmental needs. This memo of understanding will remain in effect from the date of execution below through the duration of this contract. The provisions in this paragraph are contractual and not mere recitals.

- 1. The beginning and end dates of the normal academic work year may be waived by mutual consent between the current full-time Nursing faculty member and the College.
- 2. The normal workload may be assigned, by mutual agreement, over any two semesters or over all semesters (Fall, Winter, and Summer).
- 3. The total annual overload for a faculty member who participates in this program shall not exceed 50 contact hours, or equivalent, with two exceptions:
  - a. One additional contact hour per semester to avoid the splitting of classes, and
  - b. One-half (.5) contact hours per semester for equated overload
- 4. In any one semester the total workload for a faculty member who participates in this programs shall not exceed 27 contact hours, or equivalent, with two exceptions
  - a. One additional contact hour per semester to avoid the splitting of classes, and
  - b. One-half (.5) contact hour per semester for equated overload
- 5. Faculty members who participate in this program must make the election before overload is assigned.
- 6. If a faculty member's normal workload is spread over two semesters, ten (10) sick days will be granted per calendar year; if a faculty member's normal workload is spread over three semesters, twelve (12) sick days will be granted per year per calendar year. The days will accrue at the start of the Fall semester.

### YEAR ROUND NURSING PROGRAMS

- 7. If a faculty member's normal workload is spread over two semesters, the faculty member may take a maximum of two (2) personal business leave days per contract year; if a faculty member's normal workload is spread over three semesters, the faculty member may take a maximum of three (3) personal business leave days per contract year. No more than two (2) personal business leave days may be taken in any one semester. The days will be granted annually at the start of the Fall semester.
- 8. Article 6.F, Office Hours/Meetings, shall apply during the semesters in which normal workload is assigned, but not during other semesters. If a faculty member's normal workload in any semester is less than 15 contact hours, the number of office hours will be pro-rated in proportion to the number of contact hours/15 for the semester. Example: 10 contact hours/semester = 10/15 = 2/3rds the number of office hours required by Article 6.F for that semester.
- 9. Faculty members who elect to participate in this program will participate in learning days and advising days during the semesters of their normal workload assignment.
- 10. Faculty members who elect to participate in this pilot retain their permanent full-time status for the entire year, including any semester in which no normal workload is assigned.
- 11. Except as set forth within this memo of understanding, all other contractual provisions apply to faculty members who elect to participate.
- 12. The parties will enter good faith negotiations to timely resolve any disputes regarding this program.
- 13. If any part of this memo of understanding is unenforceable, the remainder shall be in effect.
- 14. This is the complete agreement for this program. Any modifications must be in writing.

Lisa Gloege Faculty Association

Grand Rapids Community College

<u>3-21-17</u> Date

3-21-17

Date

### MEMORANDUM OF UNDERSTANDING between the BOARD OF TRUSTEES and the FACULTY ASSOCIATION of GRAND RAPIDS COMMUNITY COLLEGE August, 2007

### TECHNOLOGY ACADEMIC AREA CLASSES AT THE OTTAWA COUNTY M-TEC OPEN ENTRY/OPEN EXIT (OE/OE)

Maximum number of students is twenty-two (22) per contact of pay, per semester for OE/OE classes

A faculty member will be paid by the contact hour for each hour they facilitate/teach an OE/OE lab activities. Each hour of pay equates to a one-hour per week time in the lab, or its equivalent. Enrollment limits of an OE/OE lab will be based on the enrollment of the same class taught in traditional format, equipment limitations and safety standards but not to exceed 24 students at any one time. Up to six (6) additional students may be added to an OE/OE lab section if students complete their modules early or test out early.

Each hour of pay equates to a one-hour per week time in the lab, or its equivalent.

Each lab area will be limited to twenty-four (24) stations for student use.

Any personnel in the lab, other than the faculty member or peer tutor, shall not perform activities described in the recognition clause of the faculty collective bargaining agreement.

eating

GRCC Chief Negotiator

Jeffrey Spoelman

Faculty Association Chief Negotiator

Date

Date

MEMO OF UNDERSTANDING BETWEEN THE BOARD OF TRUSTEES AND THE FACULTY ASSOCIATION OF GRAND RAPIDS COMMUNITY COLLEGE

### **Prior Learning Assessment**

March, 2012

The purpose of this memo of understanding is to serve as a guideline for the Prior Learning Assessment (PLA) process. The following items will be addressed: qualification of assessors, selection of assessors, requirements of the assessors, faculty pay, and definition of PLA Coordinator's role. The PLA coordinator will manage the PLA process.

### **Qualification of Assessors**

Orientation and training is required in order to assess students' portfolios. Current faculty members holding a minimum of a Bachelor degree and who have attended the training in PLA are eligible to be appointed as assessors of the portfolio.

### Selection of Faculty Assessors

The PLA Coordinator will recruit assessors.

Faculty assessors are selected based upon their expertise in the subject area challenged by the student. Typically, the faculty member who has responsibility for the course material being challenged by the student would be selected as the assessor of the portfolio. If a faculty member is unavailable or unwilling, the department head/ program director will assist the PLA Coordinator in identifying the appropriate faculty assessor. The associate dean will then appoint the faculty to conduct the subject area assessment. The appointment will be made on a seniority basis. A faculty member with the highest seniority in a department will be given first right of refusal followed by the second highest seniority faculty member and so on. Within the boundaries of the stated qualifications, portfolios will be assigned on a round-robin basis. In the event there are not qualified full time faculty assessors for a class, an adjunct faculty member who has expertise in the subject area and the academic credential may be selected as a faculty assessor after completing the orientation and training.

### **Requirements of Assessors**

Faculty must complete an orientation and training of the process and evaluation of portfolio to be eligible to serve as assessors. Orientation and training (approximately one hour) may be accomplished by a scheduled training session or by attending a scheduled training session. The orientation and training will provide an overview of prior learning assessment including an explanation of the processes and procedures, documentation and evaluation of a student portfolio.

Once the orientation and training is completed, faculty may be appointed to serve as assessors. Upon completion of the assessment of the student's documentation/portfolio, assessors will be required to submit the necessary documentation to the Registrar's Office and the PLA Coordinator prior to payment for this work.

### Faculty Association Agreement for Compensation

Faculty assessors will be compensated according to the current Faculty Masters Overload rate (Appendix B-16.A).

The faculty member will be paid for three (3) clock hours per assessment of a student portfolio. Pay will calculated as overload (.1 CH) per the faculty agreement.

### Terms of this agreement

Upon settlement, this PLA process contract language will be added to the Faculty Collective Bargaining Agreement as Article 6.J. The PLA process as outlined above will go into effect immediately when this MOU is signed.

Kathy Keating General Counsel

date

Chief Negotiator, Faculty Association

4/13/2012

### MEMORANDUM OF UNDERSTANDING between the BOARD OF TRUSTEES and the FACULTY ASSOCIATION of GRAND RAPIDS COMMUNITY COLLEGE August, 2007

### PROVISIONS UNIQUE TO CONSTRUCTION TRADES

The following language applies only to the non-credit construction trades apprenticeship program/courses:

A. Construction Trades Adjunct Faculty Evaluation:

- 1) Construction Trades adjunct faculty members will be evaluated by the Construction Trades Manager. Faculty evaluations will be based on several points of information including: results of student questionnaires, classroom observations, student feedback and employer feedback.
- 2) Standardized student end-of-course questionnaires will be administered to students in each class section. The results of all end-of-course student questionnaires, including student comments, will be sent to the Construction Trades Manager, the Executive Director of Workforce Development, and the faculty member. End-of-course student questionnaires will be completed at the end of every course regardless of the faculty evaluation process.
- 3) For the first three years each Construction Trades adjunct faculty member will be evaluated annually on his/her classroom performance. After three years of successful evaluation, returning adjuncts will be evaluated every third year.
- 4) All Construction Trades adjunct faculty will use the forms of the current Adjunct Faculty evaluation process.
- 5) If fulltime GRCC Faculty are hired to teach as an adjunct in the construction trades department, they will be evaluated according to the GRCC Construction Trades Adjunct Faculty evaluation process. The Construction Trades Adjunct Faculty evaluation process will be used to evaluate any fulltime GRCC faculty teaching Construction Trades Apprenticeship courses regardless of involvement in other faculty evaluation processes.
- 6) Use of faculty evaluations and student end-of-course questionnaires: The primary purpose of the evaluation process is to support and encourage exceptional instruction. Information gathered during faculty evaluations and student end-of-course questionnaires may, on occasion, reveal performance deficiencies as well. Administration, including the Construction Trades Manager, reserves the right to withhold course assignments due to performance deficiencies. Performance deficiencies may be determined as a result of a combination of the student end-of-course questionnaires, multiple complaints from employers or students, failure to complete assignments/duties, inappropriate behavior, violation of policies and procedures, or poor technical or teaching skills. Unsigned student comments will not be the basis for withholding course assignments. In the event that unsigned student comments trigger a performance concern, the performance concern must be validated through other sources. The need to respond quickly to performance concerns necessitates the use of regular faculty evaluation information in the selection and assignment of courses.

Unacceptable levels of classroom performance (C.1.a) shall be categorized as either content issues or instructional delivery issues. Unacceptable performance due to content issues may result in not being assigned courses identical or similar in content. Unacceptable performance due to instructional delivery issues may result in not being assigned courses in the non-credit Construction Trades Apprenticeship program.

B. Exclusion from Overload

Non-credit Construction Trades courses will not be included in the courses offered for overload selection in Article 6.G. Non-credit Construction Trades courses shall be used to allow full-time qualified and available faculty members to complete their normal workload before classes are assigned to adjunct or overload. Article 6.G, sections 1, 10, and 12 will apply.

C. Construction Trades Adjunct Faculty Selection Process.

Faculty teaching non-credit Construction Trades apprenticeship courses must meet position qualifications and have had no negative faculty evaluations in the non-credit Construction Trades apprenticeship program.

- 1) Course assignments will be made by the Construction Trades Manager. Full time faculty members will be given preference over other candidates in the assignment of construction trades apprenticeship courses. Returning adjunct faculty will be given preference over new adjunct faculty.
- 2) Full-time faculty will notify the Construction Trades Manager by May 15 of each year of their interest in teaching in the non-credit Construction Trades Apprenticeship courses. This notification of interest will be effective for the following fiscal year.
- 3) Opportunities to enter the qualified applicant pool will be made available to GRCC faculty and staff through the college's position posting process. Full time faculty may also apply for Construction Trades positions regardless of the May 15 deadline (see C2 above).

- D. Rate of Pay (Consistent with B-16 and B-17)
  - 1) Rates of pay for Construction Trades courses will be based on Appendices B-16 and B-17 of the current faculty contract. Contact hour rates will be converted to hourly rates by dividing the contact hour rate by 15.
  - 2) It is expected that most Construction Trades courses will be based on 60 hours of instruction. When courses are expected to run other than the 60 hours, compensation will be based on the appropriate hourly rate multiplied by the anticipated number of instructional hours.
  - 3) In the case where a course may be cancelled due to low enrollment, the instructor may be given the opportunity to teach the course at a prorated amount based on the project seminar rate established in Appendix F.

Jeffrey Spbelman Faculty Chief Negotiator

Date

Kathy Keating

### **MEMORANDUM OF UNDERSTANDING** between the **GRAND RAPIDS COMMUNITY COLLEGE** and the FACULTY ASSOCIATION

### February, 2008

### **Release Time**

The parties agree that the following assignments as currently constituted will be added to the faculty contract as faculty work. The current release time hours associated with these work assignments will not be included in the contract at this time as they may change. The titles of these assignments shall be included in Appendix C – (Job Assignment).

	Release time ho	ours as of 04/05	contract year .
Assignment	Contact	Contact	Contact
	Hours:	Hours:	Hours:
	Fall	Winter	Summer
Math 003 Coordinator	To be	determined by	AFP
Distance Learning ITV	3	3	3
Internet Coordinator	12	12	12
Telecourse Coordinator	3	3	3
Academic Government Council (AGC)	3	3	2
Representative (Senate Chair)			
CLC Representatives (2) (per position)	2	2	2
JEET Representative	4	4	3
AFP Coordinator	8	8	2
Faculty Professional Development	33	30	15
(totals for multiple positions)			
Honors	3	3	3
International Studies	3	3	0

man

aculty Association Chief Negotiator

20/08

date

Kathy Keating

GRCC Chief Negotiator

<u>2/28/08</u> date

### Appendix I: Department Head// Program Director Evaluation

Academic Department Heads and Program Directors

Performance Evaluation

Name:	
Title:	
Department/Program	
Review Period:	
Date of last review:/Reviewer:/	-

Base Responsibilities	Does not meet Expectations	Meets Expectations	Exceeds Expectations	No Opinion/Not applicable	Comments
<ul> <li>A. Serve as Faculty, Administrative, and Community Liaison</li> </ul>					
<ul> <li>Provides leadership to dept. or program</li> </ul>					
<ul> <li>Represents the dept. or program to internal and external communities</li> </ul>		-			
<ul> <li>Serves as communication liaison between administration and faculty</li> </ul>					
<ul> <li>Contributes to the College meeting all applicable accreditation (NCA-HLC at a minimum) standards</li> </ul>					
<ul> <li>Participates in CLT AGC and SLT, as appropriate.</li> </ul>					

Interviews, recommends,					
and orients new adjunct faculty					
Chairs screening committee					
for (or recommends another					
chair) and orients new full- time faculty					
Coordinates with					
administration in class					
scheduling					
Coordinates the advising					
work of the department/program				ļ	
Maintains appropriate K-12					
relationships				E Contraction of the second se	
Maintains appropriate			······································	[	
university transfer			,		
relationships     Maintains appropriate		······································		·	
community partnerships	-				
Maintains appropriate					······································
business partnerships					
B. Coordinate Instruction and Curriculum Development		_			
Coordinates with	· · · · · · · · · · · · · · · · · · ·				
administration in				-	
facilities/room scheduling					
Oversees and facilitates					· · · · · · · · · · · · · · · · · · ·
curriculum development		· · · · · · · · · · · · · · · · · · ·			
<ul> <li>Oversees and facilitates curriculum revision</li> </ul>					
<ul> <li>Schedules, assigns and</li> </ul>		·······			
monitors course revisions					
Coordinates development					
and implementation of new		А.			
programs		······································		1	

<ul> <li>Approves new courses/course revisions/course fees at Program/Department level</li> <li>Oversees and facilitates curriculum assessment and assessment of student learning</li> <li>Leads program review and end-of-year reporting including Perkins projects, as appropriate</li> <li>Provide Student Advisement and Student Services</li> <li>Provides conflict resolution</li> </ul>						
revisions/course fees at Program/Department level	CDURSPS/COURSP					
Program/Department level						
Oversees and facilitates     curriculum assessment and     assessment of student     learning     Leads program review and     end-of-year reporting     including Perkins projects, as     appropriate     C. Provide Student Advisement     and Student Services     Provides conflict resolution						
curriculum assessment and assessment of student learning          • Leads program review and end-of-year reporting including Perkins projects, as appropriate          C. Provide Student Advisement and Student Services          • Provides conflict resolution			······································			
assessment of student       learning         learning       leads program review and end-of-year reporting including Perkins projects, as appropriate         C. Provide Student Advisement and Student Services       leads provide Student Advisement and Student Services         • Provides conflict resolution       leads provide Student Advisement and Student Services						
learning       Image: Constraint of the second						
Leads program review and end-of-year reporting including Perkins projects, as appropriate C. Provide Student Advisement and Student Services Provides conflict resolution	learning					
end-of-year reporting       including Perkins projects, as         appropriate						
including Perkins projects, as appropriate						
appropriate						
and Student Services     Provides conflict resolution		and a second				
Provides conflict resolution						
				······································		
	between faculty and					
students						
Provides conflict resolution	1					
among faculty						
Coordinates and implements						
departmental advising plan						
D. Provide Managerial and					,	
Personnel services						
Coordinates with						
administration in full-time						
faculty assignments						
Coordinates with						
administration in part-time						
faculty assignments						
Leads monthly department /						
program meetings						
Supervise and support						
department ESP/staff						
Monitors department	<ul> <li>Blanchene dumuniture et la</li> </ul>					
	-					
Connects	budgets					

department/program planning with college planning processes including budget, space, and technology			
Coordinates department- level professional development			

Additional Responsibilities, if applicable	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations
<ul> <li>Develops, implements, and monitors Perkins requirements including program development and planning</li> </ul>			
<ul> <li>Leads department- or program-specific accreditation efforts</li> </ul>			
<ul> <li>Coordinates labs, clinicals, applied music lessons, or similar learning activities</li> </ul>			· · · · · · · · · · · · · · · · · · ·
Directly manages program     enrollments (e.g. waiting lists)			
<ul> <li>Has responsibility for specialized equipment or technology</li> </ul>			
Overall Performance	Does Not Meet Expectations	Meets Expectations	Exceeds Expectations
	-		

### CONSTITUTION OF THE FACULTY ASSOCIATION OF GRAND RAPIDS COMMUNITY COLLEGE

### BY-LAWS OF THE FACULTY ASSOCIATION OF GRAND RAPIDS COMMUNITY COLLEGE

### GRAND RAPIDS COMMUNITY COLLEGE FACULTY COUNCIL NEGOTIATING TEAM

### ACKNOWLEDGEMENT POLICY

### **RETIREE GIFT POLICY**

### TABLE OF CONTENTS

CONSTITUT	TON OF THE FACULTY ASSOCIATION OF GRAND RAPIDS	
COMMUNIT	Y COLLEGE	
PREA	MBLE	139
ARTI	CLE I NAME	139
ARTI	CLE II MEMBERSHIP IN THE FACULTY ASSOCIATION	139
ARTI	CLE III OFFICERS AND GOVERNMENT	
ARTI	CLE IV AMENDMENTS	140
	OF THE FACULTY ASSOCIATION OF GRAND RAPIDS COMM	
I.		
II.	NOMINATION AND ELECTION OF OFFICERS, AND FACUL	
COUI	NCIL REPRESENTATIVES	
III.	TERMS OF OFFICE	142
IV.	VACANCY IN OFFICE	
V.	DUTIES OF OFFICERS AND REPRESENTATIVES	
VI.	REMUNERATION OF OFFICERS	
VII.	COMMITTEES	144
VIII.	FINANCIAL DISSOLUTION OF ASSOCIATION	147
IX.	FINANCIAL RESPONSIBILITY	
Χ.	RECALL	
XI.	PARLIAMENTARY AUTHORITY	147
XII.	AMENDMENTS	148
		140
FACULIYC	COUNCIL NEGOTIATING TEAM	149
ACKNOWL	EDGEMENT POLICY	151
RETIREE GI	FT POLICY	151

### CONSTITUTION OF THE FACULTY ASSOCIATION OF GRAND RAPIDS COMMUNITY COLLEGE

### PREAMBLE

We, the faculty of Grand Rapids Community College, in order to promote the general welfare of the faculty and the students, to maintain high standards of professionalism, and to provide an organization for collective bargaining, do hereby establish this Constitution.

### ARTICLE I NAME

The name of this organization shall be the Faculty Association of Grand Rapids Community College, hereafter referred to as the Association.

### ARTICLE II MEMBERSHIP IN THE FACULTY ASSOCIATION

Members are all current employees of the college covered by the recognition clause of the contract and with a valid authorization for withholding Faculty Association dues, except that administrators and members of the administrative staff are not eligible for membership in the Faculty Association.

### ARTICLE III OFFICERS AND GOVERNMENT

- A. Officers of the Association shall be the President, Vice President, Secretary, and Treasurer.
- B. The Faculty Council, hereafter known as the Council, shall be comprised of the officers of the Association and one elected representative or one substitute from each group identified in Appendix D of the Faculty Association contract as well as a representative from each of these groups: Library, Counseling, Tutor Coordinators and Lab Techs, Job Training, Preschool, and Workforce Training.
  - 1. Full-time faculty groups numbering 5 or fewer may elect a shared representative.
  - 2. Full-time faculty groups numbering more than 25 may elect a second representative.
  - 3. Each School may elect two adjunct faculty representatives each for the School of Arts and Sciences and the School of Workforce Development, and one non-classroom adjunct faculty representative from Student Success and Retention.
  - 4. If an identified group has the representation of an officer (other than the President) at Council meetings, that officer may represent that group at Council.
  - 5. Each Council representative or substitute has the same vote.
- C. The Council shall be the representative agent for the faculty at Grand Rapids Community College and shall have authority and responsibility to act on behalf of the faculty in matters pertaining to intra-faculty, faculty-student, and faculty-administration concerns.

### ARTICLE IV AMENDMENTS

- A. Amendments to this constitution may be proposed in one of two ways:
  - 1. By petition bearing the signatures of ten per cent (10%) of the total membership of the Association;
  - 2. By a simple majority vote of a Council quorum.
- B. Amendments to this constitution may be adopted in one of four ways:
  - 1. By a majority of the votes cast (see By-laws I, B) when a written notice of the proposed amendment has been given to the faculty at least one (1) week prior to the vote;
  - 2. By a majority of the votes cast when the proposal has been presented in a previous Association meeting;
  - 3. By a majority in a written-ballot vote one (1) week after the amendment has been proposed at an Association meeting.
  - 4. By a majority vote of a Council quorum if, and only if, the amendment involves only a name change of a represented group.

### BY-LAWS OF THE FACULTY ASSOCIATION OF GRAND RAPIDS COMMUNITY COLLEGE

### I. MEMBERSHIP AND DUES

- A. Voting membership in the Association shall be granted to faculty members who pay dues. Dues are to be paid according to Article 2.D. of the Faculty Contract.
- B. Members who are full-time (defined in Article 3.B of the Collective Bargaining Agreement) including temporary full-time faculty shall have one full vote. All other association members shall have <sup>1</sup>/<sub>2</sub> vote.
- C. The Treasurer shall submit an annual dues proposal and budget to the Council for approval and it shall then be sent to the membership one (1) week prior to a general Association meeting for approval. Approval requires a majority of the votes.
- D. An Association member may carry absentee ballots from other voting Association members for purposes of voting at a general Association meeting. Voting Association members may also submit their own absentee ballot via GRCC email until 11:59 p.m. on the day of the meeting.
- E. A voting member is a member who meets any of the following criteria:
  - 1. A member who has had a valid authorization for withholding Faculty Association dues for a period of 12 continuous months prior to the vote. This 12-month period may include periods when he or she has no faculty assignments; or

- 2. A member who has never been previously employed by GRCC in a position covered by the recognition clause, and who prior to the vote completes a valid authorization for withholding Faculty Association dues within the first year of employment in the current faculty position; or
- 3. A member who returns to a covered position after being employed in a non-faculty position and (1) was a voting member at the time he or she left the covered position and (2) who prior to the vote completes a valid authorization for withholding Faculty Association dues within the first year of employment in the current faculty position.
- F. Shall legislation prohibit or limit union membership, dues collection, and/or paid release time for union activities, the Constitution committee shall reconvene as soon as possible to determine a dues proposal and legal ways to collect dues and maintain structure; and recommend changes to the Association membership.
- G. Procedure for Revoking Dues Authorization
  - Membership in the Faculty Association is dependent on timely payment of the current dues and assessments, if any. Payment of dues by execution of the Authorization for Payroll Deduction of Association Dues and Assessments (Authorization) is the preferred way for payment of dues. The Authorization is voluntary and shall be irrevocable for the term of the applicable contract between GRCC and the Faculty Association, or for one year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter whichever is lesser, unless the member gives written notice signed by the member to GRCC and the Faculty Association Treasurer between July 1st and July 15th to revoke or cancel the same. Email notice is not sufficient.

### II. NOMINATION AND ELECTION OF OFFICERS, AND FACULTY COUNCIL REPRESENTATIVES

- A. The Nominating Committee shall present a slate of nominees to the Council in April of each election year. Nominees shall be voting members of the Association. The nominee for president shall have served on the Council for at least two (2) years. Nominations may be made from the floor with prior approval of the nominee. Nominations for other officers shall have served on Council for at least (1) year.
- B. Each nominee may prepare a biography and/or platform statement to be distributed to the membership by the Nominating Committee two (2) weeks prior to the election of officers.
- C. Elections shall be held by written ballot at the last Association meeting in an academic year. If there is only one candidate running for an office, the vote may be held by voice or show of hands.

- D. Two (2) tellers shall be appointed by the Nominating Committee, and two (2) tellers shall be appointed by the Council.
- E. Tellers shall record votes received by each nominee appearing on the ballot and present their report to the Secretary. Within 48 hours after the close of voting, the secretary shall send, via email, to the Association membership the vote totals and results as certified by the tellers.
- F. The nominee receiving a simple majority of the votes cast shall be deemed elected. In the event that no candidate has a simple majority on the first ballot, members shall vote again for the two (2) candidates receiving the greatest number of votes on the previous ballot.
- G. Ballots shall be retained by the Association Secretary for two (2) weeks. Candidates may request a recount of the ballots within 7 days of the close of voting.
- H. Representatives shall be elected by a simple majority vote of the faculty within an academic area. In the event a vacancy should occur, the department/program or academic area shall hold an election to fill the vacancy. Nominees for Faculty Council representatives shall have been an Association member in good standing for at least one (1) year.

### **III. TERMS OF OFFICE**

- A. The President shall be elected for a term of two (2) years.
- B. The immediate Past-President of the Association shall serve for a term of one (1) year directly following the completion of his/her tenure in office. This officer shall have a voice, but not a vote, on the Council.
- C. The Vice President, Secretary, and Treasurer shall serve terms of two (2) years and be voting members.
- D. Representatives shall serve terms of three (3) years.
- E. The terms of office shall begin on August 15.

### IV. VACANCY IN OFFICE

If a vacancy should occur in the office of President, the Vice President shall become the President, fulfilling the term of the previously elected President.

If a vacancy should occur in the office of Vice President, Secretary, or Treasurer, the Council shall provide for an election to fill the vacant office. The elected officer shall complete the term of the previously elected officer.

### V. DUTIES OF OFFICERS AND REPRESENTATIVES

- A. The President shall
  - 1. Provide agenda for and preside at all meetings of the Council.
  - 2. Preside at all meetings of the Association.
  - 3. Vote in the case of a tie in all meetings.
  - 4. Serve as Contract Administrator for the faculty.
  - 5. Serve as Vice-Chairperson of the negotiation team.
  - 6. Serve as ex-officio member of all committees except that of nominations.
  - 7. Appoint members to special committees as needed.
  - 8. Appoint a Faculty Council representative to be parliamentarian, subject to approval of the Council.
  - 9. Attend Board of Trustees meetings.
  - 10. Co-sign accounts as a bonded agent.
  - 11. Serve on the Foundation Board or appoint a designee.
  - 12. Recommend conferences and attendees.
- B. The Past-President shall be expected to attend Council meetings for one year and shall advise the newly elected President.
- C. The Vice President shall
  - 1. Perform the duties of the President in his/her absence.
  - 2. Assume the duties of the President should a vacancy occur.
  - 3. Serve as Chairperson of the Ethics Committee.
  - 4. Meet with new faculty of the college during faculty orientation to encourage their membership and participation on the Association.
  - 5. Represent the Association during a member's bereavement.
  - 6. Represent the Association on all matters related to faculty evaluation and program/course evaluation.
  - 7. Perform duties prescribed by the Council, including service as alternate on the negotiating team.
  - 8. Administer the Flower Fund.
  - 9. Recommend conferences and attendees.
- D. The Secretary shall
  - 1. Notify the membership of Association and/or Council meetings.
  - 2. Keep the minutes of all Association and Council meetings.
  - 3. Distribute copies of the minutes of the Association and Council meetings to Association members regularly.
  - 4. Maintain Association correspondence.
  - 5. Maintain lists of the officers, committee members, and the general membership.
  - 6. Maintain the official files of the Association and Council.
  - 7. Maintain records of Council representatives' terms of office.
  - 8. Serve as Chairperson of the Constitution and By-Laws Committee.
  - 9. Have copies of the Constitution and By-Laws available.
  - 10. Provide an agenda for all scheduled meetings of the Association.
  - 11. Recommend conferences and attendees.
- E. The Treasurer shall
  - 1. Serve as Chairperson of the Finance Committee.
  - 2. Receive members' dues and keep appropriate membership records.

- 3. Deposit monies of the organization in a bank or other forms of savings instruments recommended by the Finance Committee and approved by the Council.
- 4. Submit financial reports to the Council on a regular basis.
- 5. Submit the financial records of the organization for a yearly audit.
- 6. Secure and maintain a list of Association members and provide this information to the Secretary.
- 7. Arrange for bonding of president and treasurer.
- 8. Co-sign accounts as a bonded agent.
- 9. Recommend conferences and attendees.
- F. The Representatives
  - 1. Shall attend all meetings called by the President of the Council
  - 2. Shall arrange substitutes with voting rights when unable to attend a Council meeting.
  - 3. May be replaced by a new representative for failure to provide regular representation at Council meetings during the academic year.
  - 4. May be recalled at the discretion of the respective department/program or academic area.
  - 5. May survey/poll their respective groups as directed by the Council president.
  - 6. Shall regularly communicate with members of their respective groups about Association matters.

### VI. REMUNERATION OF OFFICERS

- A. Association officers shall be compensated as follows based upon step 14 of Master's pay from Schedule B-1 (or its equivalent in future contracts):
  - President: 39.6%
  - Vice-president and secretary: 6.4%
  - Treasurer: 15.9%
- B. The Past President will be compensated at the rate of one (1) overload college teaching hour for the year that he/she advises the newly elected President and attends Council meetings. This compensation does not apply when the President is re-elected.

### VII. COMMITTEES

A. Standing Committees

At the beginning of each academic year, within a reasonable amount of time and after due consideration, the President shall appoint at least one (1) Council Representative and at least two (2) other Association members to each standing committee except the Ethics Committee.

1. Nominating Committee Appointments to this committee shall be made at the beginning of the second semester of the officers' second year of their terms of office to identify candidates from the membership who meet the requirements of the offices of President, Vice President, Secretary, and Treasurer. The committee will present a slate of nominees according to the procedure defined in Article II, Sections A and B of the By-Laws.

2. Ethics Committee

The committee, chaired by the Vice President, shall promote high ethical standards and professional growth of the faculty.

- a. Duties:
  - (1) The Ethics Committee shall review, interpret, and implement the approved code of ethics.
  - (2) The Ethics Committee shall promote adherence to the code and recommend revisions as needed.
- b. Structure:
  - (1) The Committee shall be comprised of faculty from all departments of the college who are not members of the Council.
  - (2) Committee members shall be appointed yearly by their respective departments.
- 3. Finance Committee

The committee, chaired by the Treasurer, shall fulfill the following responsibilities:

- a. Prepare and submit the annual budget to the Council and the Association.
- b. Ensure that all financial transactions, expenditures, assessments, and investments are properly budgeted and are legal and valid according to the regulations of the Constitution.
- c. Limit the expenditures of unbudgeted items to less than \$5,000 unless approved by the Association membership.
- d. Do an outside audit every five (5) years and an inside audit the other four (4) years.
- 4. Grievance Committee

The committee shall initially review all faculty grievances pursuant to the negotiated contract and act on those deemed valid. The chairperson or lead person on a grievance shall be compensated at a rate of 1/30 of the overload hourly rate, but not less than \$32.50 per hour (2000-2001 rate) for preparing and arguing a grievance. This rate shall never be less than the previous year. A lead person can be appointed by the Association president or the Grievance chairperson. The chairperson and/or lead person shall report to Council.

- 5. Constitution and By-Laws Committee The committee, chaired by the Secretary, shall review the Constitution and By-Laws biennial and submit recommendations for revision to the Council and the Association.
- 6. Negotiation Committee The committee shall operate pursuant to the document prepared and

approved by the faculty in a general Association meeting on May 3, 1978 (see page 12, 13, and 14).

### 7. Communications Committee

The committee, chaired by the Lead Public Relations (PR) person, shall promote good public relations within the college and in the community through the media and other avenues. Their duties should include, but are not limited to, developing and promoting a positive image of faculty, overseeing the content of the Association website and other social media outlets, and reporting to Council. The committee may also appoint duties for which a committee member or outside person/company may be given an honorarium for special assignments that produce products to promote faculty and communications. Individual products that exceed \$600 must be approved by Council. The lead PR person shall be compensated at a rate of 1/30 of the overload hourly rate, but not less than \$32.50 per hour (2000-2001 rate), not to exceed an annual pay of \$4,000. This rate shall never be less than the previous year. A lead PR person can be appointed by the Association president. The lead PR person shall report to Council.

8. Legislation Committee

The committee shall work with all things political including politically based communication to all faculty members, follow pending and/or new legislation, and control operation of any political action committee.

### 9. Social Committee

The committee shall work to promote social activities that promote unity among faculty members. Expenditures are not to exceed \$5,000 annually.

- 10. Student Grievance Hearing Committee The committee members shall serve as the faculty representatives on student grievances.
- 11. Archivist and History Committee The committee shall work to preserve Association records. The Senior Archivist and a History Project lead person shall be compensated at a rate of 1/30 of the overload hourly rate, but not less than \$32.50 per hour (2000-2001 rate). This rate shall never be less than the previous year. The Senior Archivist and a History Project lead person must report to Council.
- 12. Adjunct Advocate

This position exists to advocate on behalf of adjunct faculty, including but not limited to communications and representation work. The Adjunct Advocate shall be compensated at a rate of 1/30 of the overload hourly rate, but not less than \$32.50 per hour (2000-2001 rate), not to exceed an annual pay of \$4,000. This rate shall never be less than the previous year. An Adjunct Advocate can be appointed by the Association president. The Adjunct Advocate shall report to Council.

B. Special Committees
 The President shall appoint at least one (1) Council Representative and at least two (2) other Association members to each special committee that the President deems necessary.

### VIII. FINANCIAL DISSOLUTION OF ASSOCIATION

Should the dissolution of the Association occur, its financial resources shall be first used to pay all legitimate obligations of the organization and then held in abeyance for two (2) years or until a reorganization occurs or a new organization is established to represent the Community College Faculty in collective bargaining. Should no such reorganization or new organization take place after two (2) years, the financial resources shall be donated to (1) the Grand Rapids Community College Faculty/Staff Scholarship, or (2) should no Scholarship Fund exist, the financial resources shall be donated to the Grand Rapids Community College Faculty.

### IX. FINANCIAL RESPONSIBILITY

The Council shall not spend more than \$5000 on unbudgeted items without faculty approval. Approval shall consist of an affirmative vote by a majority of an Association quorum.

### X. RECALL

When thirty-five per cent (35%) of the membership sign a petition for the recall of an Association officer and state the reason for such action, the Council shall call an election for that purpose within two (2) weeks of receipt of the petition. If a simple majority of the membership vote for recall of the officer specified in the petition, that officer shall be immediately removed from office and the Council shall hold an election within two (2) weeks to fill the vacated position.

### XI. PARLIAMENTARY AUTHORITY

- A. The parliamentarian shall advise faculty on rules of order. The rules contained in the current edition of Democratic Rules of Order shall govern the Association and Council meetings unless otherwise noted.
- B. An Association quorum shall be 10 percent of the numerical voting total of the Association. A Faculty Council quorum shall be a majority of voting members.

### XII. AMENDMENTS

The By-Laws of this organization may be amended as outlined in Article IV of the Constitution of the Association.

Accepted May 1988 Revised May 1992 Proposed May 2001 Accepted May 2001 Proposed April 2004 Accepted April 2004 Proposed May 2007 Accepted May 2007 Proposed April 2010 Accepted April 2010 Proposed April 2012 Accepted April 2012 Proposed April 2015 Accepted May 2015 Proposed April 2017 Accepted April 2017

### FACULTY COUNCIL NEGOTIATING TEAM

### I. TEAM ORGANIZATION

The team shall consist of a chair and vice chair (President of the Faculty Association) the Faculty Council President and the Negotiating Team Chair shall decide the size of the team.

### II. TEAM SELECTION

- A. Chair: The President shall nominate a Negotiating Chair at least one (1) week in advance to Faculty Council for approval.
  - 1. Qualifications:
    - a. The chair must be a person who can remain as objective and as free from external influence and pressure as possible.
    - b. The chair should have had previous negotiating experience on the Community College contract.
  - 2. Exceptions:
    - a. Persons who have not paid current dues.
    - b. Any non-tenured faculty member.
- B. Together, the President and the Chair shall decide the makeup of the rest of the negotiating team, subject to approval by the Faculty Council. The membership shall be comprised of both full-time and adjunct faculty members (unless none are willing to serve). The proposed team shall be presented to the faculty council at least one (1) week before the approval vote is taken.
- C. The Council Contract Administrator is to be one of the team members and will be the Vice Chairman of the team.

### III. TIME TABLE

- A. The chair and team members may be in place one (1) year, but not less than six (6) months, before the current contract expires.
- B. The team shall serve from the time of appointment until the appointment of the next team.

### IV. ROLES AND RESPONSIBILITIES OF THE TEAM

### A. Team Chair

- 1. Duties
  - a. To coordinate and personally direct the negotiating process
  - b. To serve until the appointment of the next team unless illness prevents execution of these responsibilities
  - c. To recommend conferences and attendees.

- 2. Responsibilities
  - a. To protect and advance the interests of the entire faculty
  - b. To obtain a contract that is to be submitted to the Council and the faculty for vote
  - c. To make regular progress reports to the Council
  - d. To submit a final report as to future recommendations on negotiations
- B. Team Members Responsibilities
  - 1. To serve on assignments as made by the chair
  - 2. To attend available training sessions and all required meetings unless excused by the team chair
  - 3. To consult with grievance chair/committee

### V. FACULTY COUNCIL NEGOTIATION TEAM RELATIONSHIP

- A. Responsibilities of Council to the negotiation team
  - 1. Select chair
  - 2. Supply the Council contract administrator--Vice Chair
  - 3. Approve other team members
  - 4. Provide advice to negotiating team through Council representatives
- B. Responsibilities of the negotiating team to the Council
  - 1. Make regular progress reports
  - 2. Each team member submits a report after negotiations on recommendations for future negotiations

### VI. TEAM FINANCE

- A. Compensation
  - 1. The chief negotiator, in addition to the hourly rate, will receive a base pay set at two (2) contact hours of his/her overload college teaching rate based on the first year of the newly negotiated contract.
  - 2. The compensation for the team members will be 1/15 per overload college teaching hour at the table (not less than \$65 per hour—the 2000-2001 rate) and 1/30 per overload college teaching hour away from the table (not less than \$32.50 per hour—the 2000-2001 rate).
  - 3. The Vice Chairman will receive compensation only if negotiations are primarily conducted during the summer months. This amount is to be determined by the Faculty Council.
- B. Expenses All expenses necessitated by negotiations and verified by receipts will be reimbursed.
- C. Attorney

An attorney will be retained and his or her counsel used whenever considered necessary by the negotiating team.

### ACKNOWLEDGEMENT POLICY

The following information is taken from a Flower Fund Policy Memo dated November 5, 1980, with additional updates from Faculty Council meetings of September 2, 1988, September 28, 1990, and September 26, 2003.

The Faculty Council sends flowers, a fruit basket, or an acknowledgement to a faculty member's family when the faculty member, spouse/domestic partner, or children are hospitalized, but not to faculty members' parents or relatives who are hospitalized.

The Faculty Council sends flowers or makes an appropriate contribution to a selected fund when a faculty member suffers the loss of a spouse/domestic partner, a child/children, or mother or father (no in-laws or other relatives).

Effective October 1, 1990, the Association Vice President should be contacted by Department Heads/Program Directors and/or Council Representatives when department members or their immediate family members are ill or bereaved. The Vice President must be given all the particulars: hospital address, funeral home, selected fund, etc.

### **RETIREE GIFT POLICY**

The Faculty Association will give each retiring full time faculty member \$10 for each full time year of service as a gift upon retirement. This will be administered by the Treasurer.