

## Tentative Agreement May 7, 2012 GRCC Faculty Association and GRCC

### **1. GRCC Tuition:**

- Waive 12 credits and fees for employee, spouse and unmarried children, stepchildren and foster children up to the age of 24.
- Retain current retiree benefit.
- Adjuncts teaching less than ½ time may take 4 contact hours of GRCC classes per semester for self only.
- Adjuncts teaching half time or more receive the full 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.
- “Me too”: 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.

### **2. Increase vacation days for 52 week faculty**

- 52 week Job Training faculty: Add 4 days to be used the week of July 4<sup>th</sup> (currently identified on the calendar as “non-student days”) – this will not require subs.
- 52 week counselors: add 4 days. This will not require subs.
- 52 week lab coordinators: add 4 days. This will not require subs.
- 44 week lab tech: add 2 days. This will not require subs.
- Add 10 days of vacation during 1<sup>st</sup> year of employment – prorated based on date of hire.
- Eliminate “give back” day during holiday shutdown.

### **3. Lab techs to qualify for MA pay**

- Allow lab techs to move to the lab coordinator MA scale upon the acquisition of a MA degree at the “step” that is as closest to but not less than their current salary.
- Agree that “lab assistant” is a Meet and Confer position. Distinguish the lab tech and lab assistant positions by agreeing that the lab assistants will report to the lab techs.

#### **4. DH**

- Add 4 additional contact hours for each department head and 32 week program director.
- This will not interfere with the selection of day overload during the summer semester.
- For this work, department heads and 32 week program directors must work one 40 hour week immediately following the winter semester and two 40 hour weeks immediately preceding the fall semester.
- Department Heads and program directors will retain their other summer and “floating’ release time hours.
- 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 attached evaluation document. The parties will enter an MOU for how this will be implemented in the summer of 2012.

#### **5. Continue college paid portion of health insurance for employees on LTD**

- The College will continue the College portion of each employee’s health insurance while the employee is on LTD for one year (use M&C handbook language regarding this benefit)

#### **6. Limit information presented at arbitration**

- Replace current grievance procedure language with grievance procedure MOU (to replace BOT subcommittee.)
- Add: the following language:

Arbitration:

*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.*

**7. Preschool Instructors**

- Place preschool Instructors at step 9 of Instructor I scale effective July 1, 2012. (This will be memorialized in an MOU)

**8. Increase personal days**

- Increase personal days to 3 days per year for 52 week faculty.
- Article 9.D 3 shall apply to full time faculty overload classes during summer session.

**9. Define “terminal degree”**

- Earned doctorate, J.D or MFA.

**10. Association Security: Add:**

Association Security

1. All faculty members in the bargaining unit shall either become and remain members in good standing of the Association or pay the Association a financial responsibility fee in an amount equal to the regular professional dues of the Association.
2. The Board will deduct professional dues or the financial responsibility fee by payroll deduction from the salary of any faculty member who authorized such deduction, in writing, in accordance with the provisions of Article II, Section D.
3. All financial responsibility fees deducted monthly by the Board shall be remitted as soon as practicable to the Association.
4. In the event a faculty member shall not pay the financial responsibility fee or regular professional dues directly to the Association or authorize payment through payroll deductions, the Board shall take steps to cause the termination of such faculty member in the manner provided below. The parties expressly recognize that failure of

any faculty member to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said financial responsibility fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the cost of obtaining and administering the benefits to be received hereunder.

5. The procedure to be followed in cases of discharge for violation of this Association Security Provision shall be as follows:

a. The Association shall notify the faculty member of non-compliance therewith by certified mail (return receipt requested) or by personal service with proof of service. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such faculty member that a request for discharge may be filed with the Board in the event that compliance is not effected.

b. If the faculty member fails to comply, the Association may file charges, in writing, with the Board and may request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

c. The Board or its designee, upon receipt of said charge and request for termination, shall conduct a hearing (see Article X.E). In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between, or among various persons who may have refused to pay the professional dues and/or financial responsibility fees.

d. The employment of any faculty member whose employment is terminated shall be continued in normal function until the end of the semester following dismissal action by the Board or designee.

6. In the event the Board, acting on the request of the Association, discharges or attempts to discharge a faculty member for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgment which may result from such action except for loss which may be caused by the Board's negligence.

**11. Time to Tenure:** Four academic years of probation. Notification timelines will be established by as part of the tenure/rank and merit system.

**12. Adjunct Mileage:**

- *Add Article 7.E.2 shall be modified as follows –*

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 (downtown campus includes Learning Corners, MTEC and DeVos Campus) during any given day during the semester/session.
  - 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 (including Learning Corners, MTEC and DeVos Campus)
- Modify reimbursement form to show formula & indicate maximum time to file (6 months)

**13. Mileage reimbursement for FT faculty:**

- Discuss language

**14. Elimination of 42 week elective contract:**

- Sunset this provision effective with the end of the first summer session in 2012/13.

**15. Cap for on-line classes (Article 6.H):**

- Raise the cap on all distance learning classes to 23 students.

**16. Clarify that Rank (titles) must be earned and are tied to the decision to award merit pay. (Tenure, Associate, Full professor)**

- Any faculty member becomes eligible for a new rank under the current policy will receive the rank designation between now and July 1, 2014 when the new tenure/rank and merit system is fully in effect.
- Following implementation of the merit tenure/rank and promotion system, faculty will be granted advanced rank when they are granted merit pay increases until they reach full professor.
- Faculty who do not receive merit increases shall retain their then current rank and shall remain at the same pay level (step).

**17. Head Coaching compensation listed in appendix E will be split over fall and winter semesters, 80% in the semester of the official competition and 20% in the other semester. Assistant Coaching compensation will be paid in the official competition season for the specific sport. Faculty who serve as eligibility official, AD, Assistant AD, and Equipment manager shall be paid equally over fall, winter and summer.**

**18. Adjunct titles will be determined by the Committee developing the tenure/rank and merit system.**

**19. JEET:**

- **The 3 summer contact hours currently allocated for the JEET chair will be assigned to the Faculty Association President to distribute for the purpose of working on the new evaluation/tenure/rank and merit system, to phase out JEET and phase in the new tenure/rank and merit system.**
- **At the end of the summer of 2012, the parties will re-evaluate the need for release time hours to phase out the old system and phase in the new system.**
- **JEET will not be responsible for developing the new evaluation system. They will meet as needed in 12/13 to phase out the old evaluation system.**
- **For 2012/2013,**
  - 1. Full time temps and probationary faculty will continue with the existing evaluation system.**
  - 2. Tenured faculty may choose to participate in the current evaluation process but they are only required to administer student evaluations during the process.**
  - 3. Adjuncts continue with the existing evaluation process**

**20. Health Insurance Premiums:**

- **If the BOT adopts an 80/20 split of premiums, the College will offer an open enrollment with an effective date coinciding with the implementation of the new premiums (For example, if the BOT adopts an 80/20 in**

January effective July 1, the faculty would have open enrollment in May to become effective July 1.)

*Kathy Keating*  
5-7-2012

PA  
*Jeffrey Sporkman*  
5/7/2012

**GRCC - Faculty Association Tentative Agreement: 2011/12 – 2015/16**

1. 2011-12 - No change to compensation schedule. Faculty move up one step on current schedule. No other changes to current contract other than as provided in this Tentative Agreement. Faculty drop ULP charge.
2. 2012-13 - Implement new salary schedules (attached) eliminating steps. Wages frozen with no pay for promotional advancement.
3. 2013-14 - No change to compensation schedules. Wages frozen with no pay for promotional advancement. Either GRCC or the Faculty Association may reopen contract negotiations. Notice of reopening will be provided by March 31, 2014.
4. 2014-15 - No change to compensation schedules. First opportunity for promotional advancement pay, if eligible.
5. 2015-16 - No change to compensation schedules. Opportunity for promotional advancement pay, if eligible.

**Provisions:**

1. Wage increases for the first promotion point will be the difference between a faculty member's current compensation and the new promotional point rate of pay.
2. Current faculty members are placed on the new schedule at 2011-12 step pay. If a faculty member reaches a promotion point and is earning a step salary which is higher than the promotion point rate of pay, the faculty member must wait until he/she is eligible for the next promotion point which is higher than his/her current rate of pay as exemplified below in off-schedule scenario.\*
3. The overload rate for all current full time faculty (excluding full time temps) shall be frozen at the current rate of \$1,189/contact hour (MA) for the duration of the five year contract.
4. The overload rate for any new full time faculty hired to begin employment after July 1, 2012 will be \$937/contact hour.
5. Adjuncts will be grandfathered at their current rate of pay for the duration of the contract. Current adjuncts in the "new adjunct" category may advance to the regular adjunct rate.
6. New adjuncts and any administrators teaching adjunct classes shall be paid on the new adjunct rate schedule for the duration of the contract.



7. No longevity training or degree pay for less than a terminal degree may be earned by any faculty member hired to begin employment after July 1, 2012.
8. Current full time faculty who are earning longevity training credits toward 4<sup>th</sup>, 18<sup>th</sup>, 23<sup>rd</sup>, 28<sup>th</sup> or 33<sup>rd</sup> year longevity training may complete their training required for the longevity credit and receive payment for the training as part of their grandfathered off-schedule\* pay upon completion of the eligibility requirements. This ability to earn longevity training and degree pay shall sunset at the beginning of the next contract.

Current full time faculty who have started work on degree pay as of July 1, 2012, may complete their degree pay work and receive degree pay as part of their "grandfathered" off-schedule\* pay upon completion of the eligibility requirements. This ability to earn degree pay shall sunset at the beginning of the next contract.

Other than as provided in this Tentative Agreement, there will be no future longevity training or degree pay for less than a terminal degree.

Tuition reimbursement, other than GRCC tuition reimbursement, for degree pay work will be capped at \$300 per credit hour, with a maximum of twelve earned credit hours per year, until the beginning of the next contract and then will revert to current tuition reimbursement amounts for terminal degrees.

9. A performance based system for promotion will be implemented in 2014/15. No faculty member will move to a higher promotion point rate of pay until a performance based system is agreed upon. The system shall be implemented by July 1, 2013 for the first opportunity for promotional advancement pay effective July 1, 2014.
10. The current faculty evaluation process will be replaced with an evaluation process that will be consistent with the expectations of a new performance based rank/promotion system.

**\*Example scenario: faculty members are placed on the new schedule based on their current step pay and maintain their grandfathered additional pay components off schedule:**

- A faculty member with 14 years of experience at step 14 is earning step pay of \$88,805.
- He/she is eligible for the next promotion point at 20 years of service.
- The new promotion point rate is \$91,805 (faculty member merit increase is \$3,000).

**GRCC - Faculty Association Tentative Agreement: 2011/12 – 2015/16**

- The faculty member would then be earning the new promotion point rate of pay \$91,805 **plus** the grandfathered additional pay components of longevity training, longevity service and degree pay (\$5,730) for a total of \$97,535.

Dated: April 13, 2012

Dated: April 13, 2012

Signed:

Signed:

F. van Hartesveldt

Frederick C. van Hartesveldt  
Faculty Association President

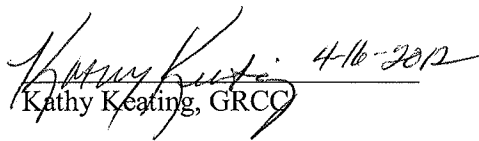
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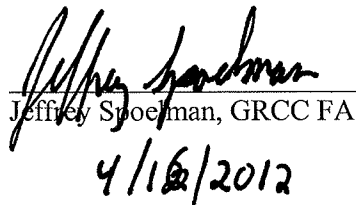
Steven C. Ender, President  
Grand Rapids Community College

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Table Agreement – April 16, 2012  
Lab Techs, Tutorial Lab Coordinators & Preschool Faculty

- 2011-12** Same wage schedule as 2010-11. Step advancement.
- 2012-13** COLA CPI – All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% Floor, applied to salary schedule, not to exceed 2%.  
No step advancement
- 2013-14** COLA CPI – All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% Floor, applied to salary schedule. *Either party may elect to re-open wages only upon 90 days advanced notice prior to the next fiscal year (no later than March 31).*  
No step advancement
- 2014-15** COLA CPI – All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% Floor, applied to salary schedule.  
Step advancement based on <sup>Performance</sup> promotion system.
- 2015-16** COLA CPI – All Urban April to April (Detroit-Ann Arbor-Flint, MI), 0% Floor, applied to salary schedule.  
Step advancement based on <sup>Performance</sup> promotion system

  
Kathy Keating, GRCC

  
Jeffrey Spoelman, GRCC FA  
4/16/2012

The parties agree that adjunct faculty members who, since 2006 have taught for three years or more in the summer semester , if rehired will be paid at the higher adjunct rate if any effective with the settlement of the contract or imposition of terms of employment.

12-9-2011 T.A. Kasey Keen  
12-9-2011 TA Jeff Spuehn

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

TA 12-2-2011  
Jeff Spach

TA 12-2-2011  
Karen

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 on line course, faculty members shall have demonstrated skill sets necessary to meet the objectives and learning strategies in the on line master course.

Creation of New Online and Hybrid Courses

- a. 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.

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.

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.

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.

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 to the point the online or hybrid course is deemed to be complete and acceptable by the Associate Dean of Instructional Support and Interdisciplinary Studies following the recommendation of the Online Course Review Committee.

## 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.

Jeffrey Spachman

6/17/2011

Kathy Keating 6-17-2011

## SICK BANK

### Sick 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

1. The initial bank will be populated with the unused faculty personal days as of June 30, 2011.(250 days)
2. For all other years of this contract, all unused full time faculty personal days will automatically be added to the Sick Bank at their expiration.
3. In the unlikely event that the sick bank has insufficient days to meet current needs, Human Resources will notify the President of the Association. The Faculty Association President will issue a request to tenured faculty for voluntary donations of personal and/or vacation days. Donation forms will be sent to Human Resources.

### Eligibility and Limitations

1. Eligible faculty members include all full-time faculty members who have exhausted all paid sick and vacation days and who
  - a. Have their own FMLA qualifying condition, or
  - b. Is on authorized FMLA leave to provide for the care of an immediate family member
2. A full-time faculty member may receive a maximum of 60 days per illness per contract year.

TA

Jeff Spachman  
9/2/11

TH  
Thomas Keating  
9/2/11



The parties each agree to withdraw their proposed language regarding the assignment of classes to adjuncts.

TA Jeff Spodman  
12/9/11

TA Karen Keating  
12/9/11

**February 10, 2012**

#15 Allow normal workload to be distributed over different periods:  
Article 6.B.1.d add the phrase "or equivalent"

Non-classroom faculty with 42-week contracts shall work 35 hours per week for the 34 weeks during the academic year plus 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

#59 Adjust rate for Chamber Orchestra and Guitar ensemble:  
Increase Appendix E, Extra-Curricular Remuneration rate for Chamber Orchestra and Guitar Ensemble, to match the College Choir and Wind Ensemble rates.

10-February-2012 *Kathy Keating*

2/10/2012 *Jeff Spachman*