Memorandum of Understanding

Between

Grand Rapids Community College

And

Grand Rapids Community College Faculty Association

This Memorandum of Understanding ("MOU") is made by and between Grand Rapids Community College ("College") and the Grand Rapids Community College Faculty Association ("Association") (collectively, "the Parties"), for the purpose of revising a provision contained within the Parties' collective bargaining agreement ("contract") to adjust payroll practices for certain faculty members during the 2024-2025 contract year only.

The Parties mutually agree as follows:

- 1. The Parties' contract includes a Section regarding "Payroll" (Art. 7 § 0; the "Payroll Provision"), which provides information regarding how payroll disbursements will be made to certain faculty members.
- 2. In relevant part, the Payroll Provision provides as follows:

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 (2) weeks thereafter. Hourly faculty members shall be paid in 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.

Id.

3. Based upon the manner in which contract payroll disbursement dates correspond with actual calendar dates for the 2023-2024 contract year, faculty members who receive their base salary over twenty-six (26) pay periods received their final payroll disbursement for the 2023-2024 contract year on August 16, 2024.

- 4. Consequently, application of the Payroll Provision (without any amendment or revision) would require that the College not issue base salary payroll disbursements on August 30, 2024, to faculty members who receive their base salary over twenty-six (26) pay periods.²
- 5. In executing this MOU, the Parties seek to ensure that: (i) faculty members who received payroll disbursements over twenty-six (26) pay periods are not required to forgo a payroll disbursement on August 30, 2024; and (ii) in light of the date of the execution of this MOU, faculty members are provided with flexibility to elect a different payroll disbursement option where possible.
- 6. The Parties agree to amend their contract by replacing the Article 7, Section 0 within their contract (the Payroll Provision) with the following, which shall be effective for the 2024-2025 contract year only:

O. 2024-2025 PAYROLL

1. Base Salary

Except as otherwise provided within this Section, base salary related to the 2024-2025 contract year (see Article 7.G for the definition of base salary) will be paid in approximately equal installments beginning on August 30, 2024, and every two (2) weeks thereafter. Hourly faculty members shall be paid longevity increments as a lump sum payment the first date in December. A faculty member with a longer contract whose base salary for the 2024-2025 contract year did not become effective on July 1, 2024, will be paid over twenty-seven (27) pays.

Training Solutions faculty, Job Training faculty, and all faculty members whose base salary for the 2024-2025 contract year became effective on July 1, 2024, 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 (2) weeks thereafter.

Faculty members who begin their employment on August 22, 2024, or who are otherwise hired during the 2024-2025 contract year, will have their base salary spread evenly over the year, or the year's remaining pay periods.

¹ Except faculty members whose base salary for the 2024-2025 contract year became effective on July 1, 2024.

² Except faculty members whose base salary for the 2024-2025 contract year became effective on July 1, 2024.

2. Payroll Election for Thirty-Two (32) and Thirty-Four (34) Week Faculty Members

A thirty-two (32) or thirty-four (34) week faculty member may elect to be paid in fewer than twenty-seven (27) pay periods, as specified herein. Any such election must be made prior to September 6, 2024. If an election is not made, twenty-seven (27) pays will occur. If an election is made (or has previously been made), the following payroll procedures shall apply based upon the timing of the election:

a. Elections After August 1, 2024

A faculty member who did not elect to be paid over fewer than twenty-six (26) pay periods prior to August 1, 2024, may make such an election before September 6, 2024. Any such faculty member shall receive a payroll disbursement on August 30, 2024, representing approximately one twenty-seventh (1/27th) of their base salary for the 2024-2025 contract year. Their remaining base salary shall be paid in twenty (20) approximately equal installments, to be disbursed every two (2) weeks thereafter.

b. Elections Prior to August 1, 2023

A faculty member who elected to paid over fewer than twenty-six (26) pay periods prior to August 1, 2023, will be paid over twenty (20) approximately equal installments, to be disbursed beginning on September 13, 2024, and every two (2) weeks thereafter.

c. Elections Between August 2, 2023 and August 1, 2024

A faculty member who elected to be paid over fewer than twenty-six (26) pay periods after August 1, 2023, but prior to August 1, 2024, may select one of the following options:

- 1) Receive a payroll disbursement representing approximately one twenty-seventh (1/27th) of their base salary on August 30, 2024, with their remaining base salary to be paid in twenty (20) approximately equal installments, to be disbursed every two (2) weeks thereafter; or
- 2) Elect by August 21, 2024, to receive their base salary over twenty (20) approximately equal installments, to be disbursed beginning on September 13, 2024, and every two (2) weeks thereafter. If a faculty member to whom this subsection applies does not make such an election by August 21, 2024, they will

receive payroll disbursements in accordance with subsection 1), above.

3. Other Payroll Provisions

- a. 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.
- b. Pay for extracurricular work, special projects, part-time/adjunct, overtime and other non-base compensation will be paid during the pay periods in which it is earned.
- c. If a faculty member's annual load is less than a normal load, they retain their full-time status; however, the faculty member's base salary is reduced as follows:
 - 1) The first two (2) contact hours are reduced at the overload rate.
 - 2) The remaining shortfall is reduced on a pro rata basis.
- 7. The agreed upon revisions to the Payroll Provision set forth in the preceding Paragraph 6 of this MOU shall apply only to the payment of base salary related to the 2024-2025 contract year. Consequently, any thirty-two (32) or thirty-four (34) week faculty members who newly elect to have their payroll disbursements occur over twenty (20) pay periods for any subsequent year (pursuant to the unrevised Payroll Provision) must make such an election before August 1 of any such future year.
- 8. The Parties agree to meet and collaborate regarding potential measures that may be taken in order to attempt to resolve and address any ongoing concerns and considerations regarding the dates and timing of future faculty payroll disbursements.
- 9. This MOU shall not alter or amend the Parties' contract in any way except as specified herein.
- 10. This MOU shall not be precedent-setting.

Mike Light

Mike Light

Dr. Sheila Jones, Ph.D.

President, Faculty Association

Provost and Executive Vice President of Academic Affairs

8/16/2024

August 16, 2024

Date

Date