

# Benefits & Miscellaneous

## NON-TENURE TRACK FACULTY SALARY ADMINISTRATION

BOT 4.3.2

**Date of Last Update:**

June 25, 2021

**Approved By:**

- Board of Trustees

**Responsible Office:**

Office of General Counsel

### POLICY STATEMENT

#### 4.3.2 Salary Administration

A compensable pay period shall be any period in which an Adjunct Faculty member has fulfilled all of their assigned responsibilities. For all or any part of such a period when an Adjunct Faculty member has failed to meet the assigned responsibilities of compensable service they shall incur a proportionate forfeiture.

Adjunct Faculty shall be compensated in accordance with the Adjunct Faculty Compensation Schedule. Salary is normally paid in semi-monthly installments.

In the case of Visiting Faculty and Affiliate Faculty whose appointments are renewed, salary advancement will normally be based on meritorious service. Adjustments will normally take effect at the beginning of the academic or fiscal year. For the purposes of Section 4.3.2, the academic year or fiscal year begins August 6.

The minimum rate will normally apply for persons possessing qualifications not significantly above the minimum. The starting rates will be administratively set by the appointing officer at a level judged to be commensurate with the applicant's educational credentials, prior experience, special skills, and promising qualities. For purposes of Sections 4.2 and 4.3, the academic year or fiscal year begins August 6.

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# NON-TENURE TRACK FACULTY BENEFITS

BOT 4.3.3

**Date of Last Update:**

October 18, 2024

**Approved By:**

- Board of Trustees

**Responsible Office:**

Office of General Counsel

## POLICY STATEMENT

### 4.3.3 Benefits

**Affiliate Faculty:**

1. **Holidays.** For full time Affiliate Faculty the following days are University's holidays: (usually the Friday preceding any such holiday which falls on Saturday and the Monday following any such holiday which falls on Sunday):

Please refer to the [holidays table](#).

Two (2) floating holidays scheduled during the Winter break; plus up to two (2) additional floating holidays scheduled during the Christmas - New Year's break (Winter break), if the university is officially closed. A full time Affiliate Faculty is not eligible for holiday pay if the holiday occurs during an unpaid leave of absence, or if the holiday falls during a suspension without pay, or if the holiday occurs during a time when they are not on pay status, such as during the summer.

2. **Vacation.** Affiliate Faculty do not accrue vacation; however, Affiliate Faculty on full time fiscal year appointments may be allowed time off without loss of pay by the appointing officer not to exceed an amount equal to that granted other full time persons on fiscal year appointments.

3. **Salary Continuation.** Affiliate Faculty are eligible to participate in the University's salary continuation program. The program is designed to provide salary protection in the event of personal circumstances, which do not allow an Affiliate Faculty member to continue work. This program is intended only as a form of insurance and is subject to careful scrutiny of each appointing officer. The appointing officer may require proof that any absence at any time is appropriate. Salary continuation may be approved

only for the following reasons:

- a. Affiliate Faculty member's childbirth, illness, injury, hospitalization, and appointments pertaining to health. In cases of injury compensable under workers' compensation or no fault auto insurance, salary continuation may be used to the extent that payments fail to equal the Affiliate Faculty member's regular base earnings.
- b. Affiliate Faculty member's child, stepchild, foster child, spouse, parent, or household member's injury, hospitalization, and appointments pertaining to health (limited to a reasonable amount).
- c. The death of an Affiliate Faculty member's child, stepchild, foster child, spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, or household member.
- d. Attendance at a funeral other than above (maximum one day).
- e. Inclement weather causing unusually hazardous conditions, which necessitates the closing of the university.

All Affiliate Faculty will be allowed compensation at their regular base rate of pay for an absence that falls under 3.a above for an entire absence period not to exceed six months from the date of illness, injury, or hospitalization.

**4. Leaves of Absence with Partial Pay.**

- a. **Jury Duty.** An Affiliate Faculty member who loses time from their assigned responsibilities because of jury duty will receive the difference between their pay for jury duty and their regular base pay if such a service occurs at a time when the Affiliate Faculty member is on pay status.
- b. **Military Duty.** An Affiliate Faculty member who loses time from their assigned responsibilities because of military training as a reservist or National Guard or due to a civil disturbance, not exceeding four weeks per year, will receive the difference between their military base pay and their regular pay if such service occurs while the Affiliate Faculty member is on pay status.

**5. Leaves of Absence without Pay from the University.** An Affiliate Faculty member may request a leave of absence without pay for educational, medical, or personal reasons for a period of one to twelve months provided that such leave does not extend beyond the current contract term. Such request is subject to the approval of the appointing officer. Any accrued benefits will be protected during the leave although

additional benefits will not accrue. The Affiliate Faculty member may continue existing group benefits with the appropriate University's contribution. Contribution to the retirement plan will not accrue during the leave period. In case of medical leave, the University may require a physician's statement concerning the Affiliate Faculty member's ability to perform their assigned responsibilities either before departure or just prior to returning to active employment.

Absences without pay for a period of less than one month will be considered as lost time and are subject to the approval of the appointing officer.

6. **Life and Medical Insurance.** The University will provide life insurance coverage for all Affiliate Faculty appointed one-half time or more, medical insurance coverage for Affiliate Faculty appointed three-quarter time or more, and medical insurance coverage for Affiliate Faculty hired prior to July 15, 2016 appointed one-half time or more, and their dependents and household members (as defined by plan documents) to the extent of the group insurance policies in effect provided the Affiliate Faculty member's appropriate payments are maintained. The schedule of benefits provided and their cost are described in the materials available through the Human Resources Office.

7. **Dental Insurance.** The University will provide coverage for all Affiliate Faculty appointed one-half time or more and their dependents and household members provided the appropriate payments are maintained. The schedule of benefits provided and their cost are described in materials available through the Human Resources Office.

8. **Group Disability.** Full time Affiliate Faculty appointed under a three-year employment contract will be eligible to participate in the University's disability plan, subject to the provisions of the master contract. Plan information is available in the Human Resources Office.

9. **Retirement Plan Contributions.** Affiliate Faculty will be eligible to participate in the University's retirement plan for regular Faculty. Plan information is available in the Human Resources Office.

10. **Supplemental Retirement Accounts.** Affiliate Faculty may elect to have the University provide payment for tax deferred saving plans which qualify for IRS Code Section 403(b) and beginning July 1, 2002 section 457(b) status through companies approved by the University. Affiliate Faculty can defer in such amounts as permitted by the IRS Code Section 403(b) and 457(b). The election of such a benefit in no way affects the Affiliate Faculty member's mandatory participation in the University's retirement program. The university retains the right to modify or terminate this optional deferral program upon reasonable notice to the participating Affiliate Faculty. Plan information is

available in the Human Resources Office.

11. **Tuition Reduction**

- a. **Academic Participation for Faculty, Staff, Retirees.** Affiliate Faculty may, with the approval of their supervisor, enroll in Grand Valley State University courses tuition free. Plan information is available in the Human Resources Office.
- b. **Reduced Tuition for Spouses, Eligible Dependents and Household Members of Faculty, Staff, and Retirees.** The spouse, eligible dependents, and household members of Affiliate Faculty and retirees are eligible for a 50 percent reduction of their tuition costs for all Grand Valley State University courses. Spouses, eligible dependents, and household members who use this benefit are subject to the admission and academic requirements of the University. Plan information is available in the Human Resources Office.

12. **Flexible Spending Accounts.** Affiliate Faculty may elect once a year to participate in the Flexible Spending Accounts pursuant to the plan established under IRS Code Section 125. The University retains the right to modify or terminate this program upon reasonable notice to staff. Plan information is available in the Human Resources Office.

13. **Maternity and Other Temporary Medical Leave Policies.** [Section 4.3.3.3](#) provides for Salary Continuation for Affiliate Faculty subject to the terms of that section. The Maternity and Other Temporary Medical Leave Policies are intended to supplement and not substitute for Salary Continuation. This section applies only to Affiliate Faculty members with a three-year contract.

a. **Maternity Leave Policy**

Under the Pregnancy Discrimination Act (PDA), a pregnancy will be treated the same as any other "disability." The standard medical disability leave for childbirth is six weeks for a regular birth and eight weeks for a Caesarean. Depending on the timing of the standard medical disability leave, this Affiliate Faculty absence can cause significant interruption in students' learning. Therefore, to ensure continuity in students' learning, an Affiliate Faculty member will, with full pay, be released from responsibilities for student learning, except when, for example, the birth date occurs in the late spring or early summer, in which case, no release time may be needed for Affiliate Faculty on an academic-year appointment. A release from "responsibilities for student learning" means a release from teaching as a principal instructor of a regularly scheduled, semester-long course.

A written maternity leave plan signed by the Affiliate Faculty member, the unit head, and the dean should be submitted to the Human Resources Office prior to the beginning of the Affiliate Faculty member's absence. This plan should note the disability leave dates, whether additional paid maternity release is being granted under the above policy, and if so, describe what duties will be resumed and what other assigned responsibilities will be completed after the standard medical disability leave is expired. Finally, the anticipated date of complete return should be included in the plan. The plan can be amended if unanticipated medical issues occur.

Additional information about the Maternity Leave Policy and possible leave arrangements can be found on the Human Resources website.

b. **Other Temporary Medical Leave Policy**

Temporary disability leaves due to illness, surgery or recovery from injury of an Affiliate Faculty member can also cause disruptions to student learning, depending on the length and timing of the temporary disability leave. If a temporary disability leave will exceed six weeks, an Affiliate Faculty member will, with full pay, be released from responsibilities for student learning except when, for example, the temporary disability occurs in the late spring or early summer, in which case no release time may be needed for Affiliate Faculty on an academic-year appointment. A release from "responsibilities for student learning" means a release from teaching as a principal instructor of a regularly scheduled, semester-long course.

A written medical leave plan signed by the Affiliate Faculty member, the unit head, and the dean must be submitted to the Human Resources Office prior to the beginning of the Affiliate Faculty member's absence. This plan should note the medical leave dates, whether additional paid release is being granted under the above policy, and if so, describe what duties will be resumed and what other assigned responsibilities will be completed after the standard medical leave is expired. Finally, the anticipated date of complete return should be included in the plan. The plan can be amended if unanticipated medical issues occur. If the medical leave is an emergency, a plan should be submitted when there is enough information to do so.

## **TABLES**

### **Holidays**

## Day

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

day following Thanksgiving Day

day preceding Christmas Day

Christmas Day

day preceding New Year's Day

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## NON-TENURE TRACK FACULTY COMPLAINT PROCEDURE

BOT 4.3.4

**Date of Last Update:**

October 18, 2024

**Approved By:**

- Board of Trustees

**Responsible Office:**

Office of General Counsel

## POLICY STATEMENT

#### 4.3.4 Non-Tenure Track Faculty Complaint Procedure

##### **A. Definition of a Complaint.**

A complaint includes, but is not limited to, any issue that pertains to scheduling, location, remuneration, disciplinary action, termination, or academic freedom.

Complaints alleging conduct of sex-/gender-based harassment (as defined in BOT 1.4) may be addressed through policies maintained by the Division of People, Equity, and Culture.

##### **B. Procedure for a Complaint.**

In the steps below, a “day” is considered a weekday when classes are being held, including spring/summer semester.

**1. Step 1 – Complaint Filed with the Unit Head.** A non-tenure track faculty member with a complaint will submit the complaint in writing to the Unit Head within ten (10) days after learning of the incident upon which the issue is based. The written complaint will include the following:

1. A statement of the complaint.
2. A statement of the facts of the case.
3. A timetable of events.
4. A suggested remedy.

The written complaint may also contain any supportive materials or statements that the non-tenure track faculty member feels are germane to the complaint.

The Unit Head will review the complaint and may have a conference with the non-tenure track faculty member. In the case of termination, a meeting is required. The Unit Head shall issue a written response to the non-tenure track faculty member within ten (10) days of receipt of the complaint or ten (10) days of the date of the conference with the complaining non-tenure track faculty member, whichever is later. The response will include a summary of the conference and the decision of the Unit Head and the reasons for that decision.

**2. Step 2 – Appeal to the Dean.** If the complaint is not resolved at Step 1, the non-tenure track faculty member may appeal the decision of the Unit Head to the Dean within five (5) days of the receipt of the Unit Head’s decision. The appeal will include the written complaint as submitted and the response as issued at Step 1. If the non-tenure track faculty member with a complaint so desires, they may also include a response to the Unit Head’s response.

The Dean will review the complaint and response and may have a conference with the non-tenure track faculty member. The Dean will issue a written decision within ten (10) days of the receipt of the appeal or ten (10) days of the date of the conference with the complaining non-tenure track faculty member, whichever is later.

**3. Step 3 – Appeal to the Provost in the Case of Termination.** In the case of termination, the non-tenure track faculty member may appeal the decision of the Dean to the Provost within five (5) days of the receipt of the Dean's decision. The appeal will include the written complaint as submitted and the responses as issued at Steps 1 and 2. If the nontenure track faculty member with a complaint so desires, they may also include a response to the Dean's response.

The Provost will review the complaint and responses and may have a conference with the non-tenure track faculty member. The Provost will issue a written decision within ten (10) days of the receipt of the appeal or ten (10) days of the date of the conference with the complaining non-tenure track faculty member, whichever is later.

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## **IMPLEMENTING REDUCTION IN FACULTY DUE TO CHANGING ENROLLMENT PATTERNS**

SG 2.09

**Date of Last Update:**

January 07, 2019

**Approved By:**

- University Academic Senate / Provost

**Responsible Office:**

Provost Office

### **POLICY STATEMENT**

#### **Guidelines for Implementing Reduction in Faculty Due to Changing Enrollment Patterns**

The following guidelines should be followed for any reduction in workforce. See Board of

Trustees' Policies [BOT 4.2.15](#) for additional information.

A. Role of the Unit

The unit is evaluated with respect to the University's role and mission, and the University curriculum, as well as its relationship to other programs in the region and state.

B. Enrollment History

The enrollment history is evaluated on the basis of a list of the full-time equivalent students (FTES) taught by the unit.

C. Efficiency

In addition to the student/faculty ratio, both cost per student credit hour and teaching load are examined.

D. Number of Majors

The number of majors for a unit reported for each year is reviewed.

E. Service Factor

The service factor measures the dependence of other collegiate units on the one being evaluated. This evaluation is based on the number of credits taught by the unit to majors not their own (balance of trade) as well as by an examination of general education and cognate requirements.

F. Professional and Community Contributions

The professional and community contributions by the unit are considered. Sources of such information include unit evaluations, consultant reports, and departmental records.

G. Future Demand

The future demand for the unit is a judgment based on the impact of additions, deletions, or modifications in programs. In addition, changes in institutional need and external conditions will be considered.

**All data to be provided by the [Office of Institutional Analysis](#).**

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## FACULTY QUALIFICATIONS

**Date of Last Update:**

January 07, 2019

**Approved By:**

- University Academic Senate / Provost

**Responsible Office:**

Provost Office

**POLICY STATEMENT**

The importance of faculty members having the appropriate expertise in the subjects they teach is reflected in the [University's Guidelines for Faculty Qualifications](#), as required by the Higher Learning Commission (the regional accrediting body for the University). In addition, faculty who wish to engage in graduate education [must be approved through an application process](#).

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**FACULTY COMPENSATION SCHEDULE**

SG 3.09

**Date of Last Update:**

July 06, 2023

**Approved By:**

- University Academic Senate / Provost

**Responsible Office:**

Human Resources

**POLICY**

The objective of the University's compensation program is to attract, retain, motivate and reward faculty fairly, equitably and competitively. The University is committed to fair and equitable compensation that compliments the responsibilities of the position and the performance of the incumbents.

Compensation rates for Faculty and Executive, Administrative and Professional (EAP) positions are set based on (1) market data for similar positions within local, regional and/or national

markets, (2) sensitivity to internal equity and (3) available fiscal resources. The market data is updated on a regular basis.

For more information see: [Compensation Information](#) (provided by Human Resources)

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## CONTINUATION OF BENEFITS

SG 5.01

**Date of Last Update:**

January 07, 2019

**Approved By:**

- Board of Trustees

**Responsible Office:**

Human Resources

## POLICY STATEMENT

**Continuation of Benefits .**

The [Benefits Office](#) must be notified of any change in status, including eligibility for coverage under a new employer, within 31 days of the event.

Faculty (regular tenured/tenure-track, affiliate and visitor) who complete a full academic year, through the end of the winter semester, will retain their benefit coverage until the earlier of the date eligible for coverage under a new employer or August 5 of the calendar year in which they separate from service.

Benefits for Faculty who complete a partial academic year prior to separating from service will be terminated as of their date of separation from the University.

Benefit coverage noted above includes the following benefits: medical, pharmacy, dental, health flexible spending account, vision, life, supplemental life and long term disability and supplemental retirement deferrals.

### Salary Deferral

Those faculty members on salary deferral (12 month pay option) who complete the academic year will continue to receive their salary through August 5 of the year in which they separate from service. Upon written notice faculty can request a lump sum payout of their salary

deferral balance. The amount will be taxed based on the Federal tax rates applicable to lump sum payouts.

#### Effective Date

The revised policy is effective for those faculty members who separate from service beginning with the 2005-06 academic year. The continuation of salary deferral will be effective with the 2006-07 academic year.

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## PARENTAL LEAVE

SG 5.02

#### **Date of Last Update:**

May 18, 2022

#### **Approved By:**

- University Academic Senate / Provost

#### **Responsible Office:**

Human Resources

## POLICY STATEMENT

Under the Pregnancy Discrimination Act (PDA), a pregnancy will be treated the same as any other “disability”. The Family and Medical Leave Act (FMLA) will be followed in approving a medical leave of absence for the birth parent. All new parents (birth, non-birth, adoptive, and foster) are eligible for a six-week paid Parental Leave. Information about the Family and Medical Leave Act can be found in the Senior Leadership Team Policies. Additional information about the Parental Leave Policy can be found on the Human Resources website.

See <http://www.gvsu.edu/hro/time-offleaves-122.htm> .

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## PARTNER ACCOMMODATION

SG 5.03

#### **Date of Last Update:**

January 09, 2020

#### **Approved By:**

- University Academic Senate / Provost

**Responsible Office:**

Human Resources

**POLICY**

**Partner Accommodation**

Dual career couples have emerged as an important recruitment issue in higher education. The job prospects for both partners are often seriously considered when academic couples weigh career opportunities. Grand Valley State University has responded to the increasing incidence of dual career partners through the actions described below.

*Higher Education Recruitment Consortium:* GVSU is a member of Michigan HERC. HERCs are formal organizations of area colleges that provide a list of open positions for a geographic area.

*Human Resource Office Assistance:* Grand Valley's Human Resource Office can provide assistance with identifying opportunities, preparing resumes, and interview preparation for a relocating partner.

*Temporary Appointments:* GVSU utilizes several kinds of temporary faculty appointments. These include visiting faculty (one-year contract that is renewable up to three years), part-time instructors (per class basis), and affiliate faculty (normally, a three-year renewable appointment). A qualified academic partner can be appointed to one of these positions, although the university does not guarantee such an appointment. The unit receiving the appointment must agree to the accommodation.

*Open Faculty Positions:* In accordance with state law, federal law, and GVSU's commitment to faculty governance, the university uses inclusive, non-discriminatory, open recruitment and hiring practices. If an academic partner is qualified for an open tenure-track position, the academic partner must participate in the normal hiring process unless either the Provost or the President approve otherwise.

*Shared Positions:* The University will consider arranging a shared position. In this type of appointment, partners share a tenure-track position with defined responsibilities for teaching, research, and service. The shared position must total at least 100 percent of a full-time position. This form of accommodation works best for two faculty members in the same or closely related disciplines.

*Creation of a New Position:* The creation of a position for a partner is at the discretion of

university administration, normally with consultation with the appropriate unit head and dean. Funding for such positions is determined by the Office of the Provost.

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## UNIT HEAD RESPONSIBILITIES

SG 6.01

**Date of Last Update:**

April 03, 2026

**Approved By:**

- University Academic Senate / Provost

**Responsible Office:**

Provost Office

## POLICY STATEMENT

### SG 6.01 Unit Head Responsibilities

Policies relating to the appointment, term and evaluation of unit heads are covered in a document approved by UAS February 11, 1983 with [a revised version approved by UAS on April 10, 2009](#). Among the provisions of this document are the following:

- Each academic unit shall have a unit head; this person will be designated as chairperson or director based on the nature of the unit involved.
- The authority to appoint the unit head is vested in the dean of the college. When there is a vacancy in the position of unit head, the faculty of the unit shall meet, and, after deliberating among themselves and in consultation with the dean, shall recommend a nominee or nominees for appointment as unit head. Normally, the dean appoints the nominee recommended by the unit. Should the dean appoint a unit head who has not been recommended by the unit faculty, the dean shall communicate the rationale to the unit. If the unit is not able to make a nomination, the dean shall make an appointment.
- Normally the appointment will be for a three-year period. A unit head may be reappointed when eligible.
- There shall be a formal evaluation of the unit head every three years, resulting in a written statement. This report will be shared by the dean, the unit head, and the faculty involved, and be restricted to these persons. This evaluation shall be carried out by the

associated unit faculty and the administrators within University, college, and unit personnel guidelines. This evaluation shall be based on the performance of the unit head in carrying out the duties and responsibilities of the position. This evaluation neither precludes nor takes the place of the usual faculty evaluation for tenure, promotion, or contract renewal.

E. All appointees shall have faculty status, or have the academic credentials to be awarded faculty status, with the associated responsibilities and benefits of faculty rank.

Characteristically, unit heads will be senior faculty, with tenure, chosen on the basis of their ability as teachers, their experience in their discipline, and their leadership capabilities. Unit Heads will participate in regular training, implemented by the Office of the Provost, concerning personnel policies and procedures.

On March 30, 1983, ECS also adopted a report on the "Duties and Authority of the Unit Head" which outlines the responsibility, authority, and interaction of the dean and the unit head.

"The dean of the college has the administrative authority and responsibility for all academic aspects of the college. . . The dean can and usually does delegate some responsibility and authority to unit heads or coordinators." Areas the unit heads deal with include but are not limited to the following: fiscal matters; personnel matters; teaching; scholarly, & research activities; professional conduct matters; faculty absences; office assignments; meetings & communications; secretarial & technical services; faculty assignments; adjunct faculty; curriculum; library resources; course scheduling; student relations & advising; student help; equipment, facilities, & records.

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## **UNDERGRADUATE STUDENT EMPLOYEES**

SG 6.02

**Date of Last Update:**

January 07, 2019

**Approved By:**

- University Academic Senate / Provost

**Responsible Office:**

Provost Office

### **POLICY**

#### **Undergraduate Student Employees**

Full-time students enrolled at the University may be hired as student employees. All units should have a budget allocation for student employees. Wages paid to a student employee must follow the wage schedule available in the Student Employment Office. In addition, when classes are in session students without work-study are not permitted to work in excess of 25 hours per week. Students with work-study are restricted to the number of hours according to their work-study award. Work-study and regular student employees must be paid an hourly rate and hours-worked reported in the University's electronic time keeping system. Faculty members should communicate their needs for student employees to their unit heads. All student employees must complete the online training session with their supervisor to work as a student employee of the University.

Student employees may assist in departmental operations, tutoring, and laboratory and studio sessions under the direct supervision of appropriate staff and faculty. Student employees may also assist in the evaluation of student exams and assignments, provided that they have been approved by the Dean of the unit in which they work and they have completed FERPA training offered by the university. The scope of their assistance, including questions on access to gradebooks, are addressed in the FERPA training. Student employees are expressly barred from providing independent instruction in the classroom. They are also barred from administering or proctoring exams and assignments without faculty or approved staff supervision. Student employees may not be exposed to confidential personnel matters or academic records that are irrelevant to their work assignment.

This policy does not apply to graduate student assistants.

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## **ADOPTION LEAVE POLICY**

SLT 4.1

**Date of Last Update:**

December 14, 2021

**Approved By:**

- Senior Leadership Team

**Responsible Office:**

Human Resources

## **POLICY STATEMENT**

The University recognizes the need for family and medical related leave. The following policy complies with the Family and Medical Leave Act (FMLA) and provides guidelines for procedures regarding paid or unpaid leave. By enacting this policy Grand Valley aims to allow necessary time away from the university for individuals to cope with and adapt to various family and medical related situations as described in this policy.

## **PROCEDURES**

### **Adoption Leave**

Grand Valley State University provides paid time off for bonding for all GVSU employees who are eligible for salary continuation/short term disability policies holding parental relationships for adoption. Please refer to the Parental Leave Policy regarding paid leave time.

### **Qualifying Expenses**

Qualifying adoption expenses will be reimbursed up to a maximum of \$3,000 per child. Qualifying expenses are defined as those that are reasonable and necessary adoption fees, court costs, attorney fees, traveling expenses while away from home, and other expenses related to, and whose principal purpose is for, the legal adoption of a child.

### **Process for Applying for Benefits**

Upon formal placement of the adopted child, submit an adoption assistance claim form to Human Resources at 1090 James H. Zumberge Hall along with detailed receipts for eligible expenses. Human Resources will determine eligible expenses, the amount payable for reimbursement and will submit a request to the Payroll Office for payment. The reimbursement will be processed with the next payroll.

### **Taxation of Benefits**

The amount of tax credits and exclusions available to adopting parents vary. Since an employer's adoption assistance is not subject to income tax withholding, GVSU will not determine the extent to which the payment of reimbursement on behalf of each employee is eligible for the exclusion. However, GVSU will withhold taxes only for Social Security and Medicare.

### **Adding Dependent to Insurance**

At the time of placement, you may add your child to your benefit plans. Any additions or changes must occur within 30 days of the official placement. Contact Human Resources at 331- 2215 to add dependent.

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# FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

SLT 4.3

**Date of Last Update:**

February 04, 2022

**Approved By:**

- Senior Leadership Team

**Responsible Office:**

Human Resources

## POLICY STATEMENT

The Family and Medical Leave Act of 1993 (FMLA) gives eligible Grand Valley State University faculty and staff the right to take unpaid leave or paid leave, if appropriate benefits have been earned, for a period of up to 12 work weeks in a 12-month period because of the birth of a child or the placement of a child for adoption or foster care, because the faculty or staff member is needed to care for a family member (child, spouse, or parent) with a serious health condition, or because the faculty or staff member's own serious health condition makes them unable to do their job, or because of any qualifying exigency arising out of the fact that the staff member's spouse, child, or parent is a covered military member on active duty (or notified of impending call or order to active duty) in support of a contingency operation, or to care for a covered servicemember with a serious injury or illness if the staff member is the spouse, child, parent, or next of kin of servicemember. Leave taken for one or more of these reasons, when combined together, may not exceed 12 weeks during the rolling backward 12-month period. Under certain circumstances, this leave may be taken on an intermittent basis rather than all at once, or the faculty or staff member may work a part-time schedule.

## PROCEDURES

A faculty or staff member on FMLA leave is entitled to maintain the same health benefits (such as medical, dental and vision insurance) as they had before going on leave. The faculty or staff member, however, would continue to pay their share of any applicable premiums during the leave period.

A faculty or staff member generally has a right to return to the same position or an equivalent position with equivalent pay, benefits and working condition at the conclusion of the leave.

Grand Valley State University also requires notification, as explained in this policy, from faculty and staff members who wish to take a leave under the parameters of the FMLA.

### **A. Who is eligible for FMLA?**

1. All full-time and part-time faculty or staff members who meet all of the following criteria:
  - a. Have worked at Grand Valley State University for at least 12 months.
  - b. Have worked at least 1,250 hours of service during the 12-month period before the leave.
2. Grant, contract and temporary-funded faculty or staff members may be eligible for benefits under the FMLA during the term of their grant, contract or funding. The provisions of the FMLA do not continue past the date the funding or contract expires.

### **B. Notification Requirements**

1. In order to receive leave under the FMLA, the faculty or staff member must notify their supervisor and Human Resources of the need for leave. When possible, this should be a minimum of 30 calendar days prior to the date the leave will begin.
2. If the faculty or staff member is unable to provide 30 days advance notice (such as a medical emergency) the faculty or staff member must notify their supervisor and Human Resources as soon as possible.
3. Failure to provide advance notice (when determined it was possible to do so) may result in delaying approval of the FMLA leave.

### **C. Faculty/Staff Job Rights**

1. Subject to the specific limitations contained in this Policy, eligible faculty or staff members may take a total of up to 12 weeks of FMLA leave during a 12- month period.
2. The faculty or staff member will be returned to their position or equivalent position at the end of the FMLA leave, provided: the grant/contract/term of employment did not expire during the leave, or the University is still offering those services previously performed by the faculty or staff member at the time the faculty or staff member is ready to return to work, or the faculty or staff member's position was not eliminated due to a business or economic reason.
3. If a faculty or staff member is requesting an intermittent or reduced schedule leave, the University has the right to transfer the faculty or staff to another position during the time period of such leave. However, such a temporary transfer would be to a similarly situated and similarly classified position. The faculty or staff member's salary, benefits, etc. would not be negatively affected.

4. If a faculty or staff member does not return to work after the FMLA leave is over and they do not apply for and receive approval for another University leave, they will be considered to have voluntarily resigned employment with the University.

5. The University will not discharge or discriminate against, or otherwise interfere with, restrain or deny a faculty or staff member from exercising rights under the FMLA.

#### **D. Time Period**

1. For purposes of the FMLA, the 12-month period will be a "rolling" 12-month "look back" period based on the faculty or staff member's use of the FMLA leave during the previous 12 months. Therefore, an employee will not be entitled to more than 12 weeks of FMLA leave during any 12-month period.

2. A faculty or staff member requesting a FMLA leave may be required to use available accrued vacation for all or part of the leave. If they do not have enough accrued vacation to cover the leave period they may use a combination of vacation and unpaid leave.

3. University policies on leaves of absences, sick leave, salary continuation etc., will run concurrently with the provisions of the FMLA when applicable. Additional paid or unpaid leave may be considered, consistent with other University approved leave of absence policies.

#### **E. Faculty/Staff Member Benefits**

1. The faculty or staff member on FMLA leave will continue to receive University provided medical and dental insurance as though they were working. Such benefits will continue whether the leave is paid or unpaid. If a premium is required, provision to pay the premium during an unpaid leave must be arranged by the faculty or staff member by contacting the Human Resources Office. The same procedure will be followed for collecting premiums under an unpaid FMLA leave as is done for other unpaid leaves. Failure to make required payments will result in loss of coverage, or in an obligation to repay the University if it elects to advance moneys to keep the coverage in affect. If the leave is paid, any required premium will continue to be deducted from the faculty or staff member's paycheck, as is the customary manner.

2. If a faculty or staff member does not return from the FMLA leave, they may be required to repay the University for the cost of benefits received while they were on leave.

3. If the faculty or staff member does not return from leave, they may continue their medical and dental coverage by paying all required premiums under the COBRA provisions.

#### **F. Intermittent and/or Reduced Schedule Leaves**

1. Faculty or staff members may request and be granted intermittent/reduced schedule leave

in the case of a serious illness of themselves, their parent, spouse or child if there is a medical necessity, or for the birth of a child, adoption or foster care in collaboration with approval of the supervisor, and if the leave needs can be best accommodated through such a leave.

2. Intermittent/reduced schedule leave must be scheduled whenever possible at least ten (10) days in advance.

3. Intermittent/reduced schedule leave must be taken in 15-minute increments.

4. Intermittent/reduced schedule leave is counted toward the 12 week maximum FMLA leave which can be used during a 12-month period.

5. Intermittent/reduced schedule leaves, unless otherwise noted, are subject to the appropriate general provisions of this policy.

6. The faculty or staff member is required to schedule intermittent leave, when possible, so not to unduly interfere with the department's operations.

7. If the faculty or staff member was temporarily transferred to another position during their intermittent or reduced schedule leave, the employee must give the University ten (10) days notice of the ability to end the leave and return to their former position or an equivalent position.

### **G. Conditions and Procedures for Birth and Adoption (Family Leave)**

An eligible faculty or staff member is entitled to take up to 12 consecutive weeks off for family leave for the birth of their newborn child, for the legal adoption of their child: or, to accept foster care placement of a child. The following conditions apply:

1. The 12 weeks of leave is typically taken consecutively and must be within the first 12 months after the birth or adoption. Intermittent or reduced schedule leaves may be considered and will be done in collaboration and with the approval of the supervisor and Human Resources.

2. Each employee is entitled to 12 weeks except if both spouses work for Grand Valley State University. In that case, the total number of bonding weeks taken between the two faculty or staff members cannot exceed 12. This does not include the personal medical recovery period for a birth parent. Leave time must be taken concurrently, unless otherwise approved by the University.

3. The medical recovery period for the birth of a baby will be considered as a medical leave, and be counted towards the 12 weeks of FMLA. This bonding period must be taken within the first 12 months following the baby's birth. The bonding period will also be counted toward the 12 weeks of FMLA.

4. The faculty or staff member requesting family leave for birth/adoption (other than under the provisions of Income Protection) may use available accrued vacation time, unpaid leave or a combination of paid and unpaid leave as part of the FMLA leave, or the University may require the faculty or staff member to substitute available paid leave for FMLA leave. If the employee does not have enough paid benefit time to cover the leave, they will go on an unpaid leave.

5. Verification of adoption, birth of a child or foster placement may be requested.

#### **H. Procedures on Serious Health Condition of Family Member**

An eligible faculty or staff member is entitled to take up to 12 weeks off from work to care for a spouse, parent or child with a serious health condition.

1. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

2. The "need to care for" a family member includes both physical and psychological care when the family member is unable to care for their own basic medical hygienic or nutritional needs or safety, or is unable to transport themselves to the doctor, etc. It also includes time needed to make arrangements for changes in care, such as transfer to a nursing home.

3. A "child" includes a biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 or, if older than 18, is incapable of self-care because of mental or physical disability. The term "spouse" means husband or wife. "Parent" is the person who acted as a parent when the faculty or staff member was a child but does not include mother-in-law or father-in-law.

4. The leave may be taken intermittently or on a reduced schedule but the total amount of time off cannot exceed 12 weeks of the faculty or staff member's normal hours worked.

Example: Full-time faculty or staff member: 40 hours/week X 12 weeks = 480 hours

Part-time faculty or staff member: 20 hours/week X 12 weeks = 240 hours

5. Only in cases where both parents are university employees and one must stay home to take care of the other who is seriously ill, or where there is a serious illness of a child that is so serious as to require a parent to stay with the child, can each parent take 12 weeks off

#### **I. Procedures on Faculty/Staff Member's Own Serious Health Condition**

An eligible faculty or staff member is entitled to take up to 12 weeks off from work due to their own serious health condition, which prevents them from being able to perform the functions of their position.

1. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

## **J. Military Family Leave**

1. An eligible faculty or staff member is entitled to take up to 12 weeks off from work because of any qualifying exigency arising out of the fact that the staff member's spouse, son, daughter, or parent is a covered military member on active duty (or notified of impending call or order to active duty) in support of a contingency operation.

2. Qualifying exigencies may include attending certain military events, arranging for an alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

3. The University will provide eligible employees up to 26 weeks of leave during a single (one time only) 12-month period to care for a covered service member (spouse, son, daughter, parent, or next of kin). Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

a. A "covered servicemember" means:

i. A member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

ii. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first day the eligible employee take FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy of a serious injury or illness.

b. The term "serious injury or illness" means:

i. In the case of a member of the Armed Forces, means an injury or illness that was incurred (or aggravated) by the member in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

ii. In the case of a veteran who was a member of the Armed Forces at any time during a period when the person was a covered servicemember, means a qualifying injury or illness that was incurred (or aggravated) by the member in the line of duty and that manifested itself before or after the member became a veteran.

## **K. Certification of Need for FMLA Leave**

1. Initial Certification - Grand Valley may require certification from the faculty or staff member's health care provider for the following reasons: to verify that the faculty or staff member is needed to care for the family member, or the faculty or staff member is not able to perform their job duties. The University reserves the right to ask for a second opinion by a health care provider chosen by the University. Such an opinion will be paid for by the University. If the University requests a third opinion, that opinion will be final and binding. If the second opinion and the original opinion conflict, the University will pay for a third opinion. The University and the faculty or staff member will work together to reach agreement on whom to use for the third opinion. All certification must be provided to the University within 15 calendar days of the University's request, if practical. The third opinion will be final and binding.
2. Continuing Certification - Each 30 days, the University may request verification of the need to continue the leave. Failure to provide such requested documentation in a 15-day period may result in termination of FMLA leave.
3. A "health care provider" may include, for example, a licensed doctor of medicine or osteopathy, dentist, clinical psychologist, and other health care providers authorized under the Family Medical Leave Act.
4. When the faculty or staff member is ready to return from their leave, they may be required to submit medical verification (if applicable) of their ability to return to work.

#### **L. Questions and Policy Interpretation**

1. The Human Resources Office is responsible for implementing and coordinating the provisions of the FMLA for the campus. Questions may be directed to the Human Resources Office, extension X12215.
2. If there are any conflicts between the University policy and provisions of the Federal Act, the provisions of the Federal Act will supersede, with the exception of situations where University policy, handbooks or contracts provide benefits greater than the act. The Federal Act and the Federal regulations will be used to resolve issues that arise.

For additional information and documents for next steps visit the [Time Off & Leaves website](#).

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## **MILITARY LEAVE OF ABSENCE POLICY FOR FACULTY STAFF**

SLT 4.5

#### **Date of Last Update:**

February 04, 2022

**Approved By:**

- Senior Leadership Team

**Responsible Office:**

Human Resources

**POLICY STATEMENT**

Grand Valley State University faculty and staff members in the Armed Forces, Reserves, National Guard, or other “uniformed services” who are called to active duty will be granted an unpaid leave of absence and reinstatement privileges as prescribed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

“Uniformed services” includes: active duty, active duty for training, active duty for special work, weekend or weekday drill, funeral honors, or fitness for duty examination (whether voluntary or involuntary).

**PROCEDURES**

Military leave is available to all full and part-time faculty and staff of the University, including probationary staff members.

**A. Military Duty Pay**

A regular faculty or staff member who loses time from work during their regular schedule of hours because of military training as a reservist or National Guardsman or due to a civil disturbance, not exceeding four (4) weeks per year, shall be paid the difference between their base military pay and their regular pay. Adjunct faculty and temporary staff members are not eligible for military duty pay.

**B. Benefits**

The University will continue to provide health insurance for benefit eligible faculty and staff members, as well as their enrolled dependents, who are on duty less than thirty (30) days. Faculty and staff members serving for more than thirty 30 days may elect to continue health insurance coverage for themselves and any enrolled dependents through COBRA.

**C. Leave Period**

Faculty and staff members are entitled to an unpaid military leave of absence, with reemployment rights, for a period up to five years. The five years is a cumulative total

and includes both past and present military service. Military leave for adjunct faculty and temporary staff will not extend beyond the appointment end date.

#### **D. Reinstatement Requirements**

Regular faculty and staff members have the right to be reemployed at the University following a military leave of absence as long they meet the following reinstatement requirements.

1. The faculty or staff member ensures that Human Resources or the applicable appointing officer receives advance written or verbal notice of your service.
2. The faculty or staff member has five (5) years or less of cumulative service in the uniformed services while employed at the University.
3. The faculty or staff member returns to work or applies for reemployment in a timely manner after conclusion of service, and
4. The faculty or staff member has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Military leaves of absences for temporary staff and adjunct faculty will not extend beyond the appointment end date.

If eligible to be reemployed, a faculty or staff member has the right to be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job. The faculty or staff member's seniority would also be restored to the level they would have attained if they have been on duty at the University continuously.

#### **Questions and Policy Interpretation**

The Human Resources Office is responsible for implementing and coordinating the provisions of the Military Leave of Absence Policy for the University. Questions may be directed to the Human Resources Office at (616) 331-2215.

If there are any conflicts between the University policy and provisions of the Federal Act, the provisions of the Federal Act will supersede, with the exception of situations where the University policy, handbooks or bargaining agreements provide benefits greater than the act. The Federal Act and the Federal regulations will be used to resolve issues that arise.

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## **PARENTAL LEAVE FOR BIRTH PARENT AND NON-BIRTH PARENT**

**Date of Last Update:**

December 14, 2021

**Approved By:**

- Senior Leadership Team

**Responsible Office:**

Human Resources

**POLICY STATEMENT**

In order to support employees as they balance family, academic, and professional responsibilities, the University provides paid time off for birth parents and non-birth parents to support the physical recovery of childbirth and provide bonding time with children new to the family.

- The [Family and Medical Leave Act \(FMLA\) policy](#) provides access to 12 weeks of unpaid leave.
- The Parental Leave policy runs concurrently with FMLA leave and provides up to 6 weeks of paid leave. Parental leave must be taken within the first 12 months after birth, adoption or placement of a child for foster care.
- Birth parents are eligible for up to 6-8 weeks of paid medical leave for physical recovery immediately following childbirth.
- All parents, including birth parents, are eligible for up to 6 weeks of paid time off to bond with a newborn, newly adopted, or newly fostered child. This applies to all GVSU employees who are eligible for salary continuation/short term disability and who hold parental relationships including birth, foster, adoption and non-birth parent. For birth parents, paid time off for bonding is to immediately follow medical leave for childbirth.

**[SEE TABLE](#)**

Under the Pregnancy Discrimination Act (PDA), a pregnancy will be treated the same as any other “disability”.

Any splitting of paid leave time requires the approval of the employee’s supervisor and appointing officer. Otherwise, it is understood the leave will be taken for a single, continuous period. Board approved holidays falling during the Parental Leave period will be counted toward the 6-week allotment. The holiday will not be counted against the FMLA entitlement. Aligning additional paid leaves immediately following FMLA or bonding period (leave stacking) is not permitted. Multiple births (e.g., twins, triplets, etc.), and multiple children adopted,

fostered or assigned guardianship simultaneously are considered one event.

A parental leave request should be submitted as soon as possible. When possible, the request should be submitted at least 30 calendar days prior to the date the leave will begin.

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## TABLES

### Leave Eligibility Table

	Medical (Childbirth) Leave	Parental Leave	FMLA Leave
What is it?	Medical recovery for a parent who gives birth	Non-medical necessary leave to bond with a new child	Entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.
Who is eligible?	Parent who gives birth	All parents (including parent who gives birth) and legal guardians of children	All parents (including parent who gives birth) and legal guardians of children

How long is the leave?	6-8 weeks (paid)	Up to 6 weeks (paid)	Up to 12 weeks (unpaid; if paid medical or parental leave is taken, it will run concurrently with FMLA leave)
When is the leave available to use?	Immediately following childbirth for personal medical recovery	Within 12 months of the birth or placement for adoption, foster care, or legal guardianship	Within 12 months of the birth or placement for adoption, foster care, or legal guardianship

## EARNED SICK TIME POLICY

SLT 4.8

**Date of Last Update:**

April 03, 2025

**Approved By:**

- Senior Leadership Team

**Responsible Office:**

Human Resources

### POLICY STATEMENT

**I. Policy Statement**

This policy describes the accrual and use of sick time for all non-union contract employees of Grand Valley State University. Effective February 21, 2025, to ensure compliance with Michigan law while maintaining employee flexibility in utilizing salary continuation, all non-union contract employees who work 30 or more hours in a calendar year, will accrue and

have permissive use of sick time as outlined in this policy.

## PROCEDURES

### II. Definitions

**Employee:** individuals engaged in service to Grand Valley State University, doing the business of Grand Valley State University, working in the state of Michigan, excluding Exempt Employees as identified below:

**Exempt Employees:** independent contractors, unpaid interns, unpaid trainees, and standardized patients. Exempt employees include those who schedule their own working hours and are not penalized if they do not schedule a minimum number of working hours.

**Temporary Employees:** individuals engaged in service to Grand Valley State University on a periodic basis including one-time employees, seasonal employees, adjunct EAP employees, and full-time visiting faculty or any other individual designated as a temporary employee by Human Resources at the time of hire.

**Part Time Employees:** individuals engaged in service to Grand Valley State University on a part time basis, working 29 hours per week or less, including part-time faculty.

**Campus Security:** individuals engaged in service to Grand Valley State University as security professionals who are not members of a union.

**Adjunct Faculty:** faculty engaged in service to the University in adjunct instructor, senior adjunct instructor, adjunct librarian, and senior adjunct librarian roles.

**EAP:** full time executive, administrative, and professional staff employed by Grand Valley State University.

**Student Employees:** A student who is pursuing a degree at Grand Valley State University while also being engaged in service to the University, including graduate assistants.

**Preventative Medical Care:** routine wellness checks and health screenings, such as yearly physicals, yearly eye appointments and regularly scheduled dental visits.

**Domestic Violence:** the occurrence of any of the following acts by an individual that is not an act of self-defense: (i) Causing or attempting to cause physical or mental harm to a family or household member. (ii) Placing a family or household member in fear of physical or mental harm (iii) Causing or attempting to cause a family or household member to engage in involuntary sexual activity by force, threat of force, or duress. (iv) Engaging in activity toward a family or household member that would cause a reasonable individual to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

**Sexual Assault:** any act that constitutes criminal sexual assault under the laws of the State of Michigan.

**Earned Sick Time:** paid time away from work allotted for specific purposes and with specific limitations as outlined in this policy. Earned sick time is distinct and separate from other offered disability benefits such as salary continuation, short-term disability and long-term disability.

**Self-Scheduled Workers:** those individuals hired to engage in service for the University who schedule their own working hours, including individuals identified as Self-Scheduled Workers by HR at the time of hire.

### **III. Employee Designations**

Category 1: Student Employees and Temporary Employees.

Category 2: Executive, Administrative and Professional Staff (“EAP”) Continuous Appointment Staff and Employment Contract EAP Staff.

Category 3: Non-Tenure Track Faculty.

Category 4: Regular Faculty.

Category 5: Campus Security Staff.

Category 6: Adjunct Executive, Administrative and Professional Staff.

Category 7: Part Time Employees

### **IV. Earned Sick Time Accrual**

All employees are entitled to the accrual of earned sick time as follows:

#### **A. Accrual**

*Category 1.* All student employees, including graduate assistants and all temporary employees working 30 hours or more in the calendar year, will accrue 1 hour of paid sick time for every 30 hours worked.

*Category 2.* For Continuous Appointment EAP and Employment Contract EAP, the first seventy-two (72) hours of salary continuation requested, will be provided as earned sick time, excluding time off for bereavement unless otherwise requested.

*Category 3.* Non-Tenure Track Faculty.

a. For Affiliate Faculty, the first seventy-two (72) hours of salary continuation

requested, will be provided as earned sick time, excluding time off for bereavement, unless otherwise requested.

b. Part Time Faculty, Visiting Faculty and Adjunct Faculty, as defined, working 30 hours or more in the calendar year, will accrue 1 hour of paid sick time for every 30 hours worked.

*Category 4.* For Regular Faculty, the first seventy-two (72) hours of salary continuation requested, will be provided as earned sick time, excluding time off for bereavement, unless otherwise requested.

*Category 5.* For Non-Union Contract Campus Security, the first seventy-two (72) hours of salary continuation requested, will be provided as earned sick time, excluding time off for bereavement unless otherwise requested.

*Category 6.* Adjunct EAP working 30 hours or more in the calendar year, will accrue 1 hour of paid sick time for every 30 hours worked.

*Category 7.* Part Time Employees, as defined, will accrue 1 hour of paid sick time for every 30 hours worked.

## **V. Earned Sick Time Use**

All employees are eligible to use up to 72 hours of their earned sick time in a calendar year, subject to the terms of use outlined below.

### **A. Timing of Use.**

*Category 1 Employees.* Sick time may be used as it is earned.

*Category 2 Employees.* Earned sick time may be used prior to the use of remaining salary continuation, excluding bereavement.

*Category 3 Employees.*

a. Affiliate Faculty: Earned sick time may be used prior to the use of remaining salary continuation, excluding bereavement.

b. Part Time Faculty, Visiting Faculty and Adjunct Faculty, as defined: Sick time may be used as it is earned.

*Category 4 and 5 Employees.* Earned sick time may be used prior to the use of remaining salary continuation, excluding bereavement.

*Category 6 and 7 Employees.* Earned sick time may be used prior to the use of remaining salary continuation, excluding bereavement.

## B. Approval of Use.

Approval for the use of accrued sick time is the responsibility of each supervisor or unit head, subject to the following conditions:

1. **Purpose:** Earned sick time may only be used for the following purposes:

- The employee is sick or engaging in preventative medical care as defined.
- The employee is assisting a family member who is sick or engaging in preventative medical care;
- The employee is seeking, or assisting their family member in seeking services related to being a victim of domestic violence or sexual assault (as defined), including medical care, victim services, legal services, relocation or legal proceedings;
- The employee attending meetings at their child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child;
- The employee remaining home due to closure of employee's primary workplace because of a public health emergency, the closure of their child's school or daycare because of a public health emergency, or because the employee or their family member are being quarantined by health authorities or their healthcare provider due to exposure to a communicable disease.

GVSU will not permit the use of earned sick time for any other purpose. Any misrepresentation of the purpose for the use of sick time by an employee is prohibited.

2. **Notice.** Employees must provide 7 days' notice of anticipated use of earned sick time.

## C. Termination of Employment

Employees with unused earned sick time terminating their employment will not be eligible for payout of their accrued earned sick time.

## D. Carryover

Up to 72 hours of unused earned sick time will be carried from one calendar year into the next for employees who accrue earned sick time based on hours worked. Therefore, individuals with salary continuation are not entitled to carryover.

## E. Transfer

Transfer of accrued earned sick time from one employee's bank to another is prohibited.

## F. Tracking

All employees must request the use of earned sick time by tracking hours taken within Workday.

## VI. Retaliation & Interference Prohibited

Adverse action taken by a supervisor, unit head, or other person in a position of authority, as a result of the use of earned sick time is strictly prohibited and will subject the actor to disciplinary proceedings under the appropriate University policy.

Any interference with an employee's rights to use earned sick time under the policy by any person is strictly prohibited and will subject the actor to disciplinary proceedings under the appropriate University policy.

## VII. Record Retention

Records of earned and used sick time and hours worked will be retained for 3 years. Any reasonable documentation provided in compliance with this policy will also be retained for 3 years.

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# PARKING ORDINANCE

SLT 6.28

### **Date of Last Update:**

February 04, 2022

### **Approved By:**

- Senior Leadership Team

### **Responsible Office:**

Public Safety

## POLICY STATEMENT

### **STATEMENT OF AUTHORITY**

This ordinance is enacted through the Grand Valley State University Board of Trustees pursuant to and in accordance with the authority and responsibility of said Board as provided

in the Constitution of the State of Michigan, and Act 291 of the Michigan Public Acts of 1967, as amended. This ordinance and the Michigan Vehicle Code (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended, are hereby adopted by reference.

## **Section 1: Definitions**

**1.1. Campus:** Unless otherwise noted in this Ordinance, Campus shall mean property owned or controlled by Grand Valley State University (GVSU or University) on the Allendale Campus and Grand Rapids Campuses (Robert C. Pew Grand Rapids Campus and the Health Campus) and includes the Standale Plaza in the City of Walker.

**1.2. Parking Services:** Parking Services is responsible for parking on all University owned or controlled properties and is comprised of customer service and compliance operations in Allendale and Grand Rapids.

**1.3. Department of Public Safety :** Department of Public Safety shall mean the Grand Valley State University Department of Public Safety which is comprised of Police, Security, and Emergency Management.

**1.4. Hours of Compliance:** Parking requires compliance 24/7, unless otherwise noted.

**1.5. Overnight Parking:** Overnight parking on campus is considered between the hours of 3:00 a.m. - 6:00 a.m., unless otherwise noted.

**1.6. Color-Coded Parking:** All parking signage is color coded. The sign decal designation and color authorizes parking in specific lots and areas.

## **PROCEDURES**

### **Section 2. Parking on Campus**

#### **2.1. Vehicles on Campus**

**2.1.1. State Requirements:** All vehicles parked on campus must be properly registered and display current registration credentials as prescribed by the state within which they are registered and be legally operable under the laws set forth by Michigan Legislation.

**2.1.1.1. Disabled Vehicle:** A vehicle that is not legally operable under Michigan law is deemed a disabled vehicle. A disabled vehicle on property owned or controlled by the University must be reported to Parking Services. The disabled vehicle must be removed from the campus within 24 hours or is subject to parking violations.

**2.1.2. Parking Space:** A vehicle must be fully and completely contained within the lines of a single designated space as delineated by service markings and must not obstruct traffic flow.

**2.1.2.1. Double Parking:** Occupying or preventing the use of more than one parking space constitutes double-parking and is prohibited.

**2.1.3. Prohibited Parking Areas:** If an area is not posted for parking, parking is prohibited except under the direction of Parking Services. Prohibited parking areas include, but are not limited to:

**2.1.3.1. Hashed-lines:** Parking in diagonal hashed-lines is prohibited (see Section 2.9 regarding motorcycle parking).

**2.1.3.2. Fire Lanes:** Parking in areas signed as a fire lane is prohibited.

**2.1.3.3. Yellow Curbs:** Yellow curbs indicate a no parking zone. Parking along yellow curbs is prohibited.

**2.1.3.4. Coned Areas:** Parking in coned spaces or in closed parking lots is prohibited.

**2.1.3.5. Sidewalk Restriction:** Sidewalks and walkways are restricted to pedestrian, bicycle, and motorized wheelchair use only. Driving or parking a moped, motorcycle or other motor vehicle on a sidewalk or walkway is prohibited without permission from Parking Services.

**2.1.3.6. Landscape Restriction:** Landscaped areas are restricted to pedestrian traffic only.

**2.1.3.7. Loading Zones:** Loading zones are provided to accommodate active loading and unloading only. All loading and unloading must be done in designated loading docks or from regular parking spaces. Loading zone regulations require compliance 24/7. Loading from prohibited parking areas is strictly prohibited.

**2.1.4. Parking by Permit Only:** Parking on campus is by permit only and payment is required in Pay-to-Park areas year-round. By parking on campus, the vehicle operator has agreed to abide by the rules and regulations of the Parking Ordinance and is subject to a parking violation and other penalties as outlined in Section 3. Information about parking lot locations and permit types is available on the Parking Services [website](#).

## **2.2. Parking Options**

**2.2.1. Permit Parking:** Parking permits are required on the Allendale Campus and Grand Rapids Campuses with the exception of Pay-to-Park areas. Permits are required Monday-Thursday 3:00 a.m. – 6:30 p.m. and Friday 3:00 a.m. – 5:00 p.m., unless otherwise noted.

**2.2.1.1. Regional Centers:** Parking permits are not required at the Standale Plaza in

the City of Walker, Meijer Campus in Holland, Muskegon locations, or the Traverse City Regional Center. There is no University parking lot at the Detroit Center. Campus maps are published [online](#). (See Section 2.3 for detailed permit information.)

**2.2.1.2. Spring and Summer Allendale Campus:** During the spring and summer semesters, parking permits are not required in student commuter areas or in resident parking areas. Parking permits are required in Faculty/Staff, visitor areas, and specially signed spaces. Pay-to-Park areas require payment.

**2.2.1.3. Spring and Summer Robert C. Pew Campus:** During the spring and summer semesters, parking permits are not required in student commuter areas. Parking permits are required in Pew Resident areas, Faculty/Staff, visitor areas, and specially signed spaces. Pay-to-Park areas require payment.

**2.2.1.4. Spring and Summer Health Campus:** During the spring and summer semesters, parking permits are required in student commuter, Faculty/Staff, visitor areas, and specially signed spaces. Pay-to-Park areas require payment.

**2.2.2. Pay-to-Park:** Pay-to-Park areas offer short-term parking and require payment. Those choosing to park on campus without a permit must utilize Pay-to-Park areas. Permits do not replace payment. Over-payments will not be refunded.

**2.2.2.1. Pay-by-Phone:** Pay-by-Phone areas near academic buildings require payment Monday - Saturday, 7:00 a.m. - 8:00 p.m. year-round unless otherwise noted. Pay-by-Phone areas located in and near residential buildings require payment 24/7 year-round. Our current Pay-by-Phone contractor is ParkMobile.

**2.2.2.2. Pay Stations:** Pay station areas require payment Monday - Saturday, 7:00 a.m. - 8:00 p.m. year-round, including Motorcycle and ADA spaces. Pay stations accept coins, bills, credit cards, and ParkMobile as payment. Pay stations that are offline or malfunctioning should be reported to Parking Services.

## **2.3. Permits**

**2.3.1. Virtual Permits:** Virtual permits are available to currently enrolled GVSU students, Faculty/Staff with active appointments, and tenants, as appropriate.

**2.3.1.1. Permit Charges:** Students who choose to purchase a permit will be required to register per semester. The cost of a permit is charged directly to the student's account (fall and winter semesters). The refund schedule may be found on the Parking Services website.

**2.3.1.2. Permit Eligibility:** Students who are no longer enrolled at GVSU or Faculty/Staff

who are no longer employed by the University are not eligible to use a University-issued parking permit.

2.3.1.3. Authorized Permit Use: Virtual parking permits are issued for the exclusive use of the person applying for the permit. A G# is authorized for one permit only.

2.3.1.4. Alternate Vehicle Use: Virtual parking permits may be transferred between vehicles on the parking portal. Faculty/Staff and students are responsible for ensuring the correct vehicle is associated with the current permit.

**2.3.2. Temporary Permits:** Daily permits are available to GVSU students. The daily rate will be set each July 1st by the Business and Finance Office. Faculty/Staff and daytime visitors who need a temporary permit may obtain one from Parking Services. Temporary permits may be printed or paperless/digital.

## **2.4. Student Parking**

**2.4.1. Student Commuter:** Students who are currently enrolled at GVSU and do not reside in University owned housing facilities on campus are considered commuter students.

**2.4.1.1. Student Commuter:** Student Commuter permits are only valid in Student Commuter parking areas marked by a red "S" on signs throughout campus. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.4.1.2. Lot J Remote Commuter:** Lot J permits are offered as a reduced cost, remote parking option for commuter students. This permit is valid on the Allendale Campus or Robert C. Pew Grand Rapids Campus on a first-come, first-serve basis for Lot J only. A daily permit must be purchased to be eligible to park in other student commuter areas. Individuals needing ADA parking accommodations should refer to Section 2.8. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.4.2. Student Resident:** Students who are currently enrolled at GVSU and reside in University owned housing facilities on campus are considered residents. There are four types of Student Residents:

**2.4.2.1. Allendale Resident:** Students who live on the Allendale Campus are considered Allendale Residents. Allendale Resident parking permits are valid in Allendale Resident areas marked by a yellow "R" on the Allendale Campus and in Student Commuter areas marked by a red "S" on the Grand Rapids Campuses. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.4.2.2. Pew Resident:** Students who live on the Robert C. Pew Grand Rapids Campus are considered Pew Residents. Pew Resident parking permits are valid in Pew Resident

areas marked by a brown “P” on the Robert C. Pew Grand Rapids Campus and in Student Commuter areas marked by a red “S” on the Allendale Campus and Health Campus. Parking permits are required in Pew Resident spaces on the Robert C. Pew Grand Rapids Campus year-round. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.4.2.3. Calder Resident:** Students who live on the Allendale Campus in the Calder Residence are considered Calder Residents. Calder Resident parking permits are valid in signed Calder Residents Only areas marked by an orange “C”, as well as in Allendale Resident areas marked by a yellow “R” on the Allendale Campus and in Student Commuter spaces marked by a red “S” on the Grand Rapids Campuses. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.4.2.4. Seward Remote Resident:** Seward Remote Resident permits are offered as a reduced cost, remote parking option for student residents. The Seward Ramp is located on the Robert C. Pew Grand Rapids Campus. This permit is valid in the Seward Ramp on the level leading to and including the top level only. Permits are available on a first-come, first-serve basis only. A daily permit must be purchased to be eligible to park in other student resident areas. Individuals needing ADA parking accommodations should refer to Section 2.8. This permit is not valid in Pay-to-Park or other designated areas on campus.

## **2.5. Faculty and Staff Parking**

**2.5.1. Active Appointments:** Only GVSU Faculty/Staff with active appointments are issued parking permits. Parking permits are only valid for adjunct Faculty/Staff if they have an active appointment and are either working for or teaching at GVSU during the semester in which the permit is being used. Faculty/Staff permits are for the exclusive use of the employee only.

**2.5.1.1. Faculty/Staff:** Faculty/Staff parking permits are only valid in Faculty/Staff areas marked by a blue “F” and in Student Commuter areas marked by a red “S”. Faculty/Staff permits are not valid in the Winter Lot on the Robert C. Pew Grand Rapids Campus, Pay-to-Park, or other designated areas on campus.

**2.5.1.2. Fall Faculty/Staff:** Fall Faculty/Staff parking permits may be issued to employees with a 6-month contract for the fall semester only and are valid in the same locations as associated with a Faculty/Staff permit. The Fall Faculty/Staff parking permit is only valid for the fall semester and expires on December 31 of the academic year in which the permit is issued. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.5.1.3. Faculty/Staff Reserved:** Faculty/Staff Reserved parking permits are only valid in Faculty/Staff areas marked by a blue “F” and in Student Commuter areas marked by a red “S”. Additionally, individuals who qualify for a Faculty/Staff Reserved parking permit are afforded additional parking on campus as marked by “Reserved” signs. Faculty/Staff Reserved permits are not valid in the Winter Lot on the Robert C. Pew Grand Rapids Campus, Pay-to-Park, or other designated areas on campus.

**2.5.1.4. Lot L/Administration:** Lot L/Administration permits are issued as applicable. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.5.2. Retired Faculty and Staff:** Faculty/Staff who have officially retired from GVSU are eligible for a GVRP parking permit. This permit is valid for four years. It is the responsibility of the retiree to renew their permit with Parking Services.

**2.5.2.1. GVRP:** GVRP parking permits are only valid in Faculty/Staff areas marked by a blue “F” and in Student Commuter areas marked by a red “S”. GVRP permits are not valid in the Winter Lot on the Robert C. Pew Grand Rapids Campus, Pay-to-Park, or other designated areas on campus.

## **2.6. Specially Signed Spaces and Designated Permits**

**2.6.1. Permits required 24/7:** Specially signed parking spaces require parking permits designated for a particular type of space and require compliance 24/7. These spaces include, but are not limited to: Biology Department, Communications Department, Disability Support Resources, Food Service, Housing Staff, Information Technology, Reserved, Service Vehicle, University Bookstore, Admissions Visitor, Visitor, Prospective Student, Motor Pool, and numbered spaces for Tenants.

**2.6.2. Service Vehicles:** Service Vehicle spaces and permits are intended for use by persons or companies providing one of the following services: installation, repair, or improvement of University-owned structures and infrastructures (exterior and interior). Employees of vendor companies that perform regular services for GVSU may qualify for this permit. Service Vehicle permits are not intended for loading or unloading. Service Vehicle parking permits are valid in Service Vehicle areas, Faculty/Staff areas marked by a blue “F,” in Student Commuter areas marked by a red “S”, and in Pay-to-Park areas without payment.

**2.6.3. Tenants:** Tenants with lease agreements for spaces in University buildings may be eligible for a tenant permit. Please refer to your lease or parking agreement as to where these permits are valid. This permit is not valid in Pay-to-Park or other designated areas on campus.

**2.6.4. Alternative Fuel/Hybrid Spaces:** These spaces require a special parking permit designation. Contact Parking Services for additional information regarding this permit

designation.

**2.6.5. Electric Vehicle Charging Spaces:** Spaces are provided throughout campus for actively-charging electric vehicles only. Spaces are limited, and a parking or charging opportunity is not guaranteed. A valid GVSU permit is required.

2.6.5.1. Pew Campus Front Lot: Electric vehicle charging stations located in the Front Lot on the Pew Campus are for Consumers Energy staff and visitors only.

**2.6.6. Small Car Only Spaces:** Use of small car spaces marked with hashed end lines requires compliance 24/7. Vehicles parking in these spaces must be contained within all sides of the space and not overhang any line.

**2.6.7. Loading Zones:** Loading zones are provided to accommodate active loading and unloading only. All loading and unloading must be done in designated loading docks or from regular parking spaces. Loading zones regulations require compliance 24/7. Loading from prohibited parking areas is strictly prohibited, (see section 2.1.3).

## **2.7. Visitor Parking**

**2.7.1. Daytime Visitors:** Visitors parking during the day may choose to obtain a parking permit directly from Parking Services; from the Faculty/Staff member they are visiting; or utilize Pay-to-Park areas. Currently enrolled students, Faculty/Staff with active appointments, individuals with GVRP permits, and/or tenants are not eligible to use visitor permits.

**2.7.2. Overnight Visitors:** Visitors staying on campus overnight (see Section 2.10) must obtain a parking permit in person from the Parking Services office located on the campus where they are visiting. Overnight visitors are limited to 20 overnight permits per year excluding weekends. During the spring and summer semesters, overnight visitors to the Robert C. Pew Grand Rapids Campus are limited to 10 overnight permits. The University reserves the right to restrict overnight parking.

**2.7.3. Short Term Parking Allendale:** Short-term parking without a permit is available on the Allendale Campus for those who are conducting business at the Service Building, Alumni House, and The Meadows Golf Course. Parking is available near the building entrances and these parking locations are not intended to be used for academic purposes. These parking locations may not be used for any purpose other than conducting university business.

**2.7.4. Fieldhouse/Recreation Center Visitors with Membership:** Alumni and outside members can obtain a Recreation Center parking permit by providing their current Athletic and Recreation Facilities membership card and driver's license to Parking Services in Allendale. These parking permits will be valid for the duration of the membership and are required to be renewed along with the membership. This permit is for non-academic

recreational facilities use only and may not be used for any other purpose, including events or academic classes. GVSU Faculty/Staff and students are not eligible for Fieldhouse permits.

**2.7.5. Campus Recreation Class Visitors:** Community members taking campus recreation classes at the Athletic and Recreation Facilities may obtain a temporary day permit or utilize Pay-to-Park areas. Other types of parking permits are not available. GVSU Faculty/Staff and students are not eligible for Campus Recreation permits.

## **2.8. ADA-Compliant Parking**

**2.8.1. ADA Compliant Parking Spaces:** ADA-compliant parking requires a valid ADA placard or plate designation and requires compliance 24/7.

**2.8.2. ADA Permit Compliance:** During permit compliance hours (see Section 2.2.1.), a valid GVSU permit must always accompany the ADA placard or plate designation. If ADA-compliant parking spaces are not available, the ADA permit holder may, with a valid GVSU permit and a valid ADA placard or plate displayed, park in a Faculty/Staff or student space.

2.8.2.1. ADA Pay-to-Park Compliance: Parking in ADA-compliant spaces in Pay-to-Park areas requires payment.

2.8.2.2. ADA Lot J Remote and Seward Remote Resident Compliance: Lot J Remote Commuter permits are only valid in Lot J and are not permitted in other areas even when accompanied by an ADA placard or plate designation. Seward Remote Resident permits are only valid on the level leading to and including the top level of the Seward Ramp on the Robert C. Pew Grand Rapids Campus and are not permitted in other areas even when accompanied by an ADA placard or plate designation.

2.8.2.3. Other ADA Restrictions: ADA parking is prohibited in specially signed spaces without the required designated parking permit (see Section 2.6.).

**2.8.3. University-Issued ADA Permits:** Mobility-impaired persons shall be issued, without charge, a temporary permit for a period not to exceed three days. University-issued ADA permits must be accompanied by a valid GVSU Faculty/Staff or Student parking permit. Persons requiring accommodations for a period of 4-30 days will be directed to Disability Support Resources for assistance. Individuals needing ADA-compliant parking privileges beyond 30 days must obtain a permit from the Michigan Secretary of State.

**2.8.4. Illegal Use of an ADA Parking Placard or License Plate:** Under Michigan law, it is illegal: 1) to use an ADA placard or license plate when the ADA permit holder is not being transported; 2) to use an ADA placard or license plate when the placard or plate is altered; 3) to lend/use a placard/plate from another person; and 4) to use a copy of a placard/plate. Illegally used ADA designations are subject to confiscation by Police and will be returned to

the Michigan Secretary of State with an explanation of the misuse. Fraudulent use of an ADA parking placard or plate is punishable by up to 30 days in jail and/or up to a \$500 fine. Parking Services will immediately notify Police of potential violations.

## **2.9. Motorcycle/Moped Parking**

**2.9.1. Applicability:** This section is applicable to all two-wheeled motorized vehicles. Motorcycles and mopeds parking on campus do not require a parking permit. Overnight parking is only allowed in designated motorcycle parking areas in residential lots. Parking in any blue hashed area is strictly prohibited.

**2.9.2. Allendale Campus:** Motorcycles and mopeds must be parked in the yellow hashed area at the end of parking rows in Faculty/Staff and student parking areas, unless otherwise signed.

**2.9.3. Robert C. Pew Grand Rapids Campus:** Motorcycles and mopeds must be parked in designated motorcycle parking areas indicated by signage in the Eberhard Center loading dock, DeVos Lot, Seward Parking Ramp, and Watson Lot. Parking in yellow hashed areas of the Seward Parking Ramp is permitted. Residents may park in the yellow hash marks at the end of parking rows in the Secchia Lot only. Parking in all other areas is restricted.

**2.9.4. Health Campus:** Motorcycles and mopeds must be parked in designated signed motorcycle parking areas only.

**2.9.5. Pay-to-Park:** Payment is required for motorcycle parking in all Pay-to-Park areas.

## **2.10. Overnight Parking**

**2.10.1. Locations:** Overnight parking (3:00 a.m. - 6:00 a.m.) is permitted in residential lots only. Overnight parking is prohibited in Faculty/Staff, student commuter, specially signed areas, and Pay-to-Park areas, unless otherwise noted.

**2.10.2. Overnight Employees:** Designated locations for GVSU employees whose duties require overnight parking are determined by Parking Services. This information is shared with University departments requiring this accommodation.

## **2.11. Trailers**

**2.11.1. Trailers:** GVSU does not provide accommodations for parking of vehicles pulling trailers during the regular academic year except for those attached to contractor and service vehicles operated by individuals actively working on campus. Trailers must not be left unattended without the permission of Parking Services.

## **2.12. Buses and Other Oversized Vehicles**

**2.12.1. Buses and Oversized Vehicles:** Oversized vehicles are defined as vehicles larger than one standard parking space. Refer to the Parking Services website for a list of parking areas currently designated for this purpose. Parking of buses and other oversized vehicles is strictly prohibited in Pay-to-Park areas. Parking rules applicable to buses and other oversized vehicles require compliance year-round.

**2.12.1.1. Allendale Campus:** Buses bringing athletes and/or other groups to the Allendale Campus are limited to 15 minutes for picking up and dropping off and must not obstruct the flow of traffic. Picking up and dropping off is strictly prohibited in Pay-to-Park areas.

**2.12.1.2. Grand Rapids Campuses:** Buses and other oversized vehicles are prohibited on the Grand Rapids Campuses.

## **2.13. Vehicles Prohibited**

**2.13.1. Vehicles Prohibited:** The following vehicles are not permitted on campus unless permission is obtained from the Associate Vice President for Facilities Services Grand Rapids and Regional Centers:

- Snowmobiles
- Off-road motorcycles
- All-terrain vehicles
- Recreational vehicles parked overnight
- Non-traditional vehicles (i.e. non-University affiliated golf carts, dune buggies, go-carts, etc.)

## **2.14. University's Rights and Responsibilities**

**2.14.1. Restrictions:** The University reserves the right to close, restrict parking and/or driving to, or otherwise make unavailable any and all areas at any time to any vehicle on University owned or controlled property.

**2.14.2. Removal:** The University also reserves the right to remove, at the owner's expense, any abandoned, unlawfully parked, or inoperable vehicle from University owned or controlled property. Police are responsible for the removal of vehicles.

**2.14.3. Loss or damage:** The University assumes no responsibility for loss or damage to vehicles driven or parked on campus, or for the contents thereof.

## **Section 3. Parking Violation Fines, Appeals, and Penalties**

### **3.1. Parking Violation Fines**

### **3.1.1. Payment Options:**

**3.1.1.1. Online:** On the Parking Services website via credit card.

**3.1.1.2. Payment Box:** At the payment drop box found in front of the Service Building on the Allendale Campus via check only.

**3.1.1.3. Telephone:** Over the phone at (616) 331-2209 via credit card.

**3.1.1.4. In Person Cashier's Windows:** Over the counter at a Cashier's Window on the Allendale Campus or Robert C. Pew Grand Rapids Campus via check or credit card.

**3.1.1.5. Mail:** Through postal mail via check only.

**3.1.2. Returned Checks:** A fee will be imposed for any returned checks.

**3.1.3. Cash Payments:** Cash payments are no longer accepted.

### **3.1.4. Transfer of Fines :**

**3.1.4.1. Faculty/Staff and Student Fines:** After ten days, fines will be transferred to the respective GVSU account.

**3.1.4.2. Non-GVSU Fines:** Non-GVSU fines will be referred to collections after forty days.

**3.1.4.3. Outstanding Fines:** Outstanding fines may be sent to the appropriate District Court for collection.

**3.1.5. Excessive Parking Violations:** The accumulation of six or more unpaid parking violations issued to a single vehicle may be deemed excessive. Any vehicle accumulating excessive parking violations may be considered a nuisance, and the vehicle is subject to impoundment or immobilization by Police, and/or District Court action.

## **3.2. Appeals**

**3.2.1. Appeal Options:** Appeals must be submitted within seven business days of the parking violation issue date.

**3.2.1.1. Online:** On the Parking Services website.

**3.2.1.2. In Person:** In person appeals may be granted at the discretion of the judiciary.

**3.2.1.3. Handwritten:** Appeals may be handwritten and filed in person at a Parking Services office by visitors and vendors of the University only, or by students and Faculty/Staff under extenuating circumstances.

**3.2.1.4. By Phone:** Appeals submitted by phone will not be accepted.

**3.2.2. Parking Judiciary Decision:** The Parking Judiciary's decision and any penalty imposed will be sent to the e-mail or mailing address submitted with the appeal. The decision of the Parking Judiciary is the final step within the University Parking Judiciary system.

### **3.3. Penalties**

**3.3.1. Parking Violations:** All parking violations as specified in the Parking Ordinance constitute civil infractions. Any person who is found to have committed a civil infraction under this ordinance may be ordered to pay a civil fine and costs. The schedule of fines for parking violations is approved by the University president and published on the Parking Services website. Violations of the Michigan Vehicle Code shall be under the jurisdiction of the 58th and/or 61st District Court.

**3.3.2. Misappropriated Permit Use:** Unauthorized or improper use of any permit may result in criminal charges and/or University sanctions. Potential violations will be immediately reported to the Police. Fraudulently obtaining goods or services is a crime punishable by up to one year in jail and a fine up to \$2,000.

**3.3.3. Revocation of Parking Privileges:** GVSU reserves the right to restrict the parking of any vehicle by any individual at any time on property owned or controlled by the University.

**3.3.4. Impoundment and Immobilization:** Vehicles parked on property owned or controlled by the University in violation of these regulations or any local, state, or federal ordinances, laws or statutes may be subject to impoundment or immobilization by the Police at the vehicle owner's expense. Impounded vehicles will be towed. The cost of impoundment will constitute a lien against the vehicle, with the owner being liable for costs of towing and storage or release from immobilization devices.

**3.3.5. Violations Subject to Impoundment:** GVSU Police are responsible for impoundment of vehicles. Violations subjecting a vehicle to immediate impoundment on property owned or controlled by the University include:

1. Interfering with or impeding:
  - a. The flow of vehicular or pedestrian traffic
  - b. The use of facilities, buildings, loading docks, or dumpsters
  - c. The services of emergency personnel, the operation of emergency vehicles, or an evacuation in the event of a possible emergency
2. Parking on any surface or in any area not designated for the legal operation or parking of a vehicle

3. Parking in or blocking the use of an ADA reserved space or access aisle without displayed authorization

4. Vehicles parked in violation of any section of the Parking Ordinance

**3.3.6. Parking Violations – Contact Not Required:** If a parking infraction is observed by Parking Services staff and immediate contact is not possible or may jeopardize the safety of staff, a parking violation may be issued to the registered owner of the vehicle without contact at the time of the violation.

**3.3.7. Owner Responsibility:** Parking violations and fines will be issued to the holder of the University parking permit displayed on the vehicle or to the registered owner of a non-permitted vehicle.

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## PHASED RETIREMENTS

SLT 9.9

**Date of Last Update:**

May 06, 2022

**Approved By:**

- Senior Leadership Team

**Responsible Office:**

Human Resources

## POLICY

### Discussion

A phased retirement is when an employee reduces their workload and compensation during their final years of GVSU employment. An example would be a full-time employee shifts to half-time at half of the previous compensation for a year before retiring. The employee does not enter retired status until the end of the phased retirement.

### Limitations

Phased retirements are at the sole discretion of the executive offer. There is no entitlement or expectation for the individual.

Phased retirements are not available for bargaining unit employees.

Phased retirements are limited to 2 years.

EO's must sign off on a comprehensive plan detailing how the work will be distributed (current state vs. future state), and how the cost will be absorbed. This plan will be provided to HR and budget office.

There can be no full-time FTE growth attributable to the phased retirement.

No additional funding will be provided to support the phased retirement, all adjustments must come from base resources through prioritization and reallocation. Salary savings from the reduced workload of the employee on the phased retirement may be reallocated to hire temporary, adjunct or other non-benefit employees if needed. Visiting professors (with benefits) may be hired for the term of the phased retirement provided total compensation (including benefits) is covered by the salary savings of the person on phased retirement.

Divisional reserves cannot be used to support phased retirement workload distribution plans. Exceptions may be considered for critical AP staff where a new hire is required to work full-time during a limited transition period while the retiring staff member overlaps to pass off organizational knowledge and key duties. The maximum phased retirement time period for critical AP positions and use of reserves in this instance shall not exceed six months.

Phased retirements and sabbaticals cannot happen simultaneously.

Phased retirements cannot start until after one year after a sabbatical has ended.

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