NON-TENURE TRACK FACULTY BENEFITS

BOT 4.3.3

Date of Last Update: June 25, 2021

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. <u>Section</u>

<u>4.3.3.3</u> 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 Work Life Consultant in 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 Work Life Consultant in 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.

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