

**Agreement Between The  
Board of Trustees of  
The Schoolcraft Community College District**

**And**

**The Schoolcraft College Association of  
Administrative and Professional Personnel**

**July 1, 2009 – June 30, 2013**

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# **AGREEMENT**

BETWEEN

BOARD OF TRUSTEES OF THE  
SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

AND

THE SCHOOLCRAFT COLLEGE ASSOCIATION OF  
ADMINISTRATIVE AND PROFESSIONAL PERSONNEL

This Agreement is entered into this 1st day of July, 2009, between the BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT (the "College") and the SCHOOLCRAFT COLLEGE ASSOCIATION OF ADMINISTRATIVE AND PROFESSIONAL PERSONNEL (the "Association").

## **PREAMBLE**

The Association and the College affirm their mutual interest in the development and administration of sound educational programs, consistent with community resources, for the students of Schoolcraft College and the populace of the Schoolcraft College District; and,

The Association and the College recognize that the administration of sound educational programs is dependent in large part upon the cooperative action of the administrative and professional personnel represented by the Association and the College in the full and proper execution of Board policies; and,

The Schoolcraft College Board of Trustees has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as Amended, to bargain with the Association as the collective bargaining representative of its administrative personnel with respect to hours, wages, terms, and conditions of employment; and,

The Association has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as Amended, to insure continuity of education during the course of this Agreement by not engaging in work stoppages.

IT IS AGREED:

## **ARTICLE I - Recognition**

Section 1. The College recognizes pursuant to Act 379 of the Michigan Public Acts of 1965, as Amended, the Association as the sole and exclusive collective bargaining representative for all administrative employees of Schoolcraft College, excluding executive employees, confidential employees as defined under the Act, non-supervisory teaching and maintenance employees, and all other employees as certified by the Michigan Employment Relations Commission on August 28, 1970.

Section 2. All employees covered under the terms of this Agreement shall have the right to join any organization and this agreement will not be construed so as to require membership in the Association or any other organization as a condition of employment.

Section 3. The Board agrees not to negotiate with any administrative or professional organization other than the Association with respect to wages, hours, terms, and conditions of employment for employees covered by this Agreement.

Section 4. The term "employee" when used in this Agreement shall mean any administrative employee in the bargaining unit described in Section 1 of this Article. This definition includes all assistant deans, associate deans, directors, heads of clearly recognized programs, functions, or units of the College, and any new administrative position established by the College between the level of the classified and executive employee groups.

## **ARTICLE II - College Rights And Responsibilities**

Section 1. Except as modified by the specific terms of this Agreement, the College shall retain all rights and powers to manage the institution and to direct all its employees, as conferred by the laws and the Constitution of the State of Michigan and encompassed in the Board's responsibility to manage the College District. These rights and powers shall include, but shall not be limited to the sole right:

- A. To the executive management and administrative control of the College, its properties, facilities, and employees;
- B. To hire all employees as well as the right to promote, assign, transfer, evaluate, suspend, layoff, and dismiss such employees;
- C. Establish, modify, or eliminate an administrative program or programs.

The exercise of all these rights shall be limited only by the specific terms of this Agreement and applicable provision of law.

Section 2. In the event the College alters the employee structure as defined in Appendix B, it shall abide by the procedures in Article V of this Agreement.

## **ARTICLE III - Association Rights and Responsibilities**

Section 1. Representatives of the College shall not discriminate against any employee with respect to wages, hours, terms or condition of employment by reason of membership in or participation in the activities of the Association.

### **Article III (continued)**

Section 2. The Association shall have access to electronic mail and employee mailboxes for its Association's business, business notices, and social announcements. All written announcements or notices shall contain the signature of an Association official.

Section 3. The Association shall have the right to the use of College facilities and/or equipment for Association business. The scheduling and use of such facilities and/or equipment shall be subject to approval in accordance with Procedure 3095.1. The Association shall pay overtime costs incurred as a result of the use of College facilities and shall pay for the cost of all materials and supplies incidental to the use of College equipment. College personnel shall not be utilized for Association business during their working hours.

Section 4. The Association's designee shall be furnished a copy of the agenda and a Board packet for each public meeting of the Board of Trustees with all attachments not considered confidential as determined by the Board, at the same time distribution is made to the Board. The Association's designee shall be afforded those privileges of recognition given to any employee at all public meetings of the Board of Trustees.

The Association shall submit items to the President for inclusion on a Board agenda.

Section 5. The College shall make available to the Association upon its request and within a reasonable time, such available statistical, financial, and personnel information and reports related to the operation of the College as are necessary for negotiations or implementation of the collective bargaining agreement, provided that nothing is intended to require the College to provide information in special formats not normally followed.

Section 6. Each employee shall have the right upon reasonable request and notice to review with the Executive Director of Human Resources, the contents of the employee's personnel file, excluding letters of recommendation, employment credentials, and other similar material of a confidential nature received from an outside source. The employee may be accompanied by an Association representative if desired. When evaluations, disciplinary reports, or similar materials are placed in a personnel file, the employee shall be furnished a copy. The employee shall have ten (10) days after the receipt of the material to write a rebuttal. Any rebuttal will be attached to the original material in the file.

Section 7. The College shall continue to involve the Association in the development of policies and procedures having a direct relationship to its interests or professional mission.

Section 8. The statements or writings of an employee shall not be the concern of the College so long as:

- A. Care is taken to indicate the employee is not speaking or writing as a representative of the College;
- B. The statements or writings are accurate and show evidence of restraint;
- C. They are not detrimental to students, the employee's effectiveness as an administrator, or to the standing of the College in the community.

### **Article III (continued)**

Section 9. The Association may on its own initiative make recommendations regarding the creation, redefinition, or elimination of an administrative position or a proposed change in the organizational structure of the Administration. The recommendation must be in writing and submitted to the Executive Director of Human Resources. The Association shall have the opportunity to discuss its recommendation with the Executive Director of Human Resources.

### **ARTICLE IV - Performance Appraisal System**

Section 1. This Article provides for a "Performance Appraisal System" (PAS).

Section 2. The performance appraisal shall be continuous and shall include at least one written appraisal per year by the immediate supervisor.

Section 3. The purpose of the appraisal is to encourage professional development; identify and review contributions to college, department, and individual objectives; improve the quality of performance and to recognize outstanding performance of the individual.

Section 4. To this end, the performance appraisal will be the basis for:

- A. Receiving individual employment extensions.
- B. Determining the amount of the award given under the Performance Appraisal System.

Section 5. Under the Performance Appraisal System, the employee shall receive the following guarantees:

- A. There will be a review of every employee's performance.
- B. There will be a scheduled review meeting and discussion between the supervisor and the employee. The executive review must be completed before this conference.
- C. The employee may comment in writing on the review and appeal the rating to the executive reviewer.
- D. A copy of the review will be furnished the employee.
- E. The employee may request a review of the personnel file, during the review meeting.
- F. Where performance improvements are indicated, the improvement plan must be detailed and specific and attached to and made a part of the appraisal form.
- G. The employer and the Association will mutually agree on the appropriate review process in the event of a split assignment.

## **Article IV (continued)**

Section 6. The Performance Appraisal System Manual governs the performance appraisal process. Changes to the Performance Appraisal Manual must be agreed to by both parties.

Section 7. A Joint Review Committee of five (5) members will be established to act on all suggested changes or modifications in the Performance Appraisal System. The Committee will consist of two (2) representatives appointed by the Association and two (2) representatives appointed by the College President, with the administrator in charge of the PAS chairing the committee. The chair's vote will only be used to break any tie votes. The SCAAPP Performance Appraisal System Manual will be revised to reflect approved changes and/or modifications, and a revised manual shall be published and made available to all concerned parties.

In addition, two (2) permanent file copies will be created (one for the President of the Association and one for the Performance Appraisal System Administrator). The document will reflect the original language with strike through(s) on approved changes and/or modifications, and the new language in all caps. The document shall show the date the change(s) was/were approved.

## **ARTICLE V - Vacancies & Reassignments**

Section 1. A vacancy may result from:

- A. Creating a new position.
- B. Attrition through resignation, dismissal, retirement, or death.
- C. Reassignment of an individual.
- D. An extended leave of absence.

Section 2. The College President or designee has the sole right to fill any administrative vacancies but the procedure set out in this section shall be followed.

- A. When a vacancy is posted, a committee shall be set up to review applications and make recommendations regarding the filling of a vacancy (as identified in Section 1 above). The Association officers shall have representation on that committee, comprised of a maximum of two (2) officers or their designees.
- B. Before extending an offer of employment of a candidate for an administrative position covered by this Agreement, the salary shall be agreed upon by the President of the Association and the Executive Director of Human Resources. Should the parties be unable to arrive at an agreement, the College may offer employment to the selected individual, but the salary is subject to the grievance procedure.
- C. In the filling of an administrative vacancy outside of the Association, the Executive Director of Human Resources may request representation of the Association on the committee. When a committee is not used, the Executive Director of Human Resources may request assistance from the Association.

## **Article V (continued)**

Section 3. Whenever the College determines that it is in its best interest to redefine, reassign, or reclassify any administrative position within the Association; or to effect other organizational changes in the administrative structure having a direct bearing on the Association, the Executive Director of Human Resources will inform the Association in writing. This written notification must include:

- A. The specific change(s) being recommended.
- B. Rationale supporting the changes.
- C. Related job descriptions, and assigned pay grade recommendation(s).
- D. Implementation date and duration.
- E. A retraining proposal, if appropriate, funded by the College.

Within five (5) working days the Executive Director of Human Resources, will discuss with the Officers of the Association, the recommendation.

Section 4. When the position of a regular status employee is eliminated and the function is discontinued, the employee shall be reassigned for the duration of the fiscal year. (i.e.: If the Director of Bell Tower Maintenance position is eliminated due to removal of the Bell Tower.) Salaries identified at the beginning of the fiscal year will be guaranteed for the balance of that fiscal year. Such reassignment will be discussed with the employee and an Association representative. An employee shall accept reassignment as a result of this discussion.

Section 5. When the position of a regular status employee is eliminated and the function is reassigned, the procedure outlined in Section 3 above shall be followed in the reassignment of duties (i.e.: If the Director of Bell Tower Maintenance position is eliminated and Bell Tower Maintenance duties are reassigned to another person). In the reassignment of the displaced employee, the procedure outlined in Section 4 shall be followed.

Section 6. A displaced employee may apply for an open position for which he/she qualifies. However, any new employment accepted by the employee must be at the assigned rates and under the job conditions of the new employment.

Section 7. When the position of a regular status employee is eliminated, retraining will be investigated by the College and the Association. Typically retraining will be expected to be completed within one year. Retraining will be available as set forth below:

- A. Proposals may be initiated by either the College or the Association and must be approved by both.
- B. Such proposals must show there is justification for the need, that there is a program planned to accomplish the changes, and that there is a basis for re-employment using the new skills.
- C. The College shall make available monies it deems appropriate to fund the approved retraining.
- D. Retraining leaves, which are at the discretion of management, shall be available to administrators upon attainment of full status employment. No Association member shall be retrained more than once under the terms of this section.

## **Article V, Section 7 (continued)**

- E. When job elimination is expected, the College shall provide for as much notice as possible to provide for retraining.

## **ARTICLE VI - Individual Employment Status**

### Section 1. Probationary Employment

- A. Employees covered under this Agreement shall serve a two-year probationary period from date of hire, during which two performance appraisals shall be conducted each year of the probationary period. Employees who have previously served a successful probationary period for the College may have this requirement reduced to one year, when, in the opinion of the immediate supervisor, such action is warranted.
- B. During the probationary period, the College, at its sole discretion, may terminate the employment of the probationary employee. Employees dismissed for cause shall have no recourse to the grievance procedure. Employees whose employment is canceled or not renewed under this section for other than cause have no recourse to the grievance procedure, provided a three-month notice of termination is given.

### Section 2. Regular Status Employment

- A. Administrative employees will be notified in writing by May of each year of this agreement of their salary (or pro-rated portion thereof), position, title, and grade placement.
- B. If their services are no longer required because of insufficient funds or job elimination, administrative staff shall be advised, and provided rationale in writing; and their employment shall be continued for six months following notification or be paid in lieu of notice.
- C. Employees who successfully complete the probationary period are guaranteed that dismissal will be for cause. Such dismissals are subject to the grievance procedure.
- D. Specific assignments are made at the sole discretion of the College and are subject to the conditions of Article V of this Agreement.

### Section 3. Temporary Employment

- A. Temporary assignments shall be made by the College at its sole discretion for reasons including but not limited to:
  - 1. College needs created by a prolonged absence of an employee.
  - 2. Fill a vacancy created by granting a leave of absence for a period of longer than four (4) months.
  - 3. Fill positions created by specially funded programs having limited duration.

## Article VI, Section 3 (continued)

4. Fill a vacancy created by granting a Sabbatical Leave.
- B. Employees on temporary assignments will be specifically excluded from the following sections of this Agreement:

Article VII, Insurance

Section 1F - LTD Insurance\*

Article VIII, Salary

Section 2 - Supplemental Pay Plan (unless the person is to be employed for six (6) months or longer, then the parties agree to include this benefit.)

Article XI, Grievance Procedure

Article XII, Unpaid Leaves of Absence

Article XIII, Other Leaves

Section 2 - Personal Business\*

Section 4 - Jury Duty\*

Section 5 - Sabbatical Leave

Article XIV, Assignment to Academic Status

\*Employees who transferred in from a full-time regular status position with the College will not be excluded from these sections.

## ARTICLE VII - Insurance

Section 1. It is agreed that the College will provide the following coverages as long as they are available, at levels indicated herein subject to mutual agreement.

- A. Dental Insurance - The dental program effective, August 1, 2002 shall remain in effect through December 31, 2009. Effective January 1, 2010, the dental plan will have an increased maximum from \$1,000 to \$1,250.
- B. Vision Care Insurance - The vision care program effective, July 1, 1999 shall remain in effect during the term of this agreement.
- C. Basic Life Insurance - \$50,000 (employee only).
- D. Accidental Death & Dismemberment - \$50,000 (employee only).
- E. Medical Insurance –
  1. Traditional Plan: The plan shall include 90% coverage for in-patient hospitalization (semi private), reasonable and customary surgical expenses, 90% major medical. \$50/individual or \$100/family annual deductible.

Health Care Increase for Traditional Plan: To establish the employer and employee's cost sharing, effective July 1, 2006 the total annual cost of the insurance package per employee is capped at seventeen thousand dollars \$17,000.

**Article VII, Section 1 (continued)**

Effective July 1, 2008 –December 31, 2009, Employees selecting the traditional plan pay 50 percent of the amount of increase above \$17,000. The employee's cost is capped at \$960 per year deducted in equal installments per pay.

- OR 2. Preferred Provider Organization (PPO) - If the employee selects the PPO health insurance, he/she will receive a \$400 bonus incentive paid the first pay in December.
- OR 3. Health Maintenance Organization (HMO). If the employee selects the HMO (BCN, Plan E), he/she will receive a \$400 bonus incentive paid the first pay in December.
- OR 4. Effective July 1, 2006 a cash stipend of three-thousand dollars (\$3,000) per fiscal year, distributed over the fiscal year in equal installments per pay while actively employed on a full-time basis.

Each employee eligible for hospital/surgical insurance shall be able to select either the traditional insurance, the PPO or the HMO. A husband and wife working for the College and both eligible for this coverage shall make the same selection (either the traditional, PPO or the HMO).

- 5. Should there be a need to change the health insurance carriers, the Association will be provided the rationale for such change.

Effective January 1, 2010, Association members may choose from the following:

- 1. High Deductible Health Plan/ Health Spending Account: This plan has a \$2,000 (single)/\$4,000 (family) deductible; the College will fund \$1,700 (single)/\$3,400 (family) into an HSA account for employees electing this plan.
- OR 2. Preferred Provider Organization (PPO): If the employee selects the PPO health insurance, the employee contribution is \$600 for each calendar year. The payment shall be deducted in equal installments per pay.
- OR 3. Health Maintenance Organization (HMO): If the employee selects the HMO (BCN, Plan E), the employee contribution is \$600 for each calendar year. The payment shall be deducted in equal installments per pay.
- OR 4. Pay in Lieu of Insurance: The employee may select a cash stipend of five thousand dollars (\$5,000) per calendar year, distributed over the calendar year in equal installment per pay while actively employed on a full-time basis.
- F. Long-Term Disability Insurance - Eligible employees covered by this Agreement are covered by a long-term disability policy which provides for 70 percent of basic monthly earnings to a maximum of \$5,000 per month commencing on the employee's 121<sup>st</sup> calendar day of disability

**Article VII, Section 1 (continued)**

- G. An open enrollment period shall be available each year. During this period, employees shall be able to select from the various options available to Administrative personnel.
- H. Other insurance coverage provided
  - 1. Travel/Accident Life Insurance - \$500,000 for employees traveling on College business.
  - 2. Public Liability Insurance - Broad Form
  - 3. Worker's Compensation Insurance - In accordance with applicable State statutes.
- I. In accordance with past practice, additional optional life insurance will be available to the employee through payroll deduction.

**ARTICLE VIII - Salary**

Section 1. A salary grade schedule has been established for each position within the bargaining unit. There shall be three (3) salary grades with a minimum and a maximum for each of the salary grades (see Appendix A and A-1). Each position shall be ranked in one of the three (3) grades (see Appendix B).

Section 2. During the term of this contract:

- A. The annual performance awards shall be based on a formula amount with distribution dependent upon the individual's base salary, using an 8% factor. The calculation for determining the PAS award is: the employee's base salary times the percent of the PAS factor times the rating percent.
- B. Annual awards are supplemental and are not to be considered as part of the individual's base salary.
- C. The time of payment will be the first payroll in June.
- D. Performance Rating Code for use in the Performance Appraisal System will be as follows:

<u>Performance Appraisal Rating for Award Year</u>	<u>Percent of Formula Amount</u>
3 high	150
3 medium	140
3 low	130
2 high	125
2 medium	120
2 low	110
1 high	100
1 medium	95
1 low	90

## **Article VIII, Section 2 (continued)**

Memo: A range is established for each rating to provide recognition for the various levels of performance.

For Example: An individual appraised as "3" might fall into one of the three following categories:

Low - 130%

Medium - 140%

High - 150%

Note: If the annual performance appraisal is 1-low for the second and/or third consecutive time, there shall be no Performance Appraisal System award.

Section 3. The placement of the Association members into the Associate Dean Level shall be in accordance with the provisions of Article V.

The compensation for a person so placed shall be determined by mutual agreement between the College President or designee and the Association. It is agreed that the principle to be applied in arriving at the new salary will be based upon maintaining the individual in his/her current salary grade plus providing additional compensation over and above his/her salary prior to becoming an Associate Dean. This means that the individual could be compensated at a rate that exceeds the maximum of his/her salary grade.

## **ARTICLE IX - Holidays**

Section 1. The following holidays shall be observed during the term of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve day.

Section 2. Should any of the above holidays fall on a Saturday, the first preceding workday shall be observed as the holiday. Should any of the above holidays fall on a Sunday, the first succeeding workday shall be observed as the holiday.

## **ARTICLE X - VACATION**

Section 1. Twenty-three (23) days of paid vacation time will be credited annually to each employee as of July 1. These days shall be pro-rated based on the granting of two (2) days per month depending on the hiring or termination date.

Section 2. Vacation time shall be scheduled with the approval of the appropriate Executive Administrator. Vacation shall be taken within sixteen (16) months after it is credited, (i.e., prior to November 1 of the following fiscal year) except that, under extenuating circumstances, approved by the appropriate Executive Administrator, the time limit may be extended up to a total of eighteen (18) months.

At the time of separation from the bargaining unit or the College, payment will be made to the employee for unused vacation days.

Section 3. When a holiday falls during a scheduled vacation period, an additional vacation day will be added to said vacation period.

## **Article X (continued)**

Section 4. No member of the Association unit may carry over more than twenty-three (23) vacation days into the next fiscal year.

Section 5. Temporary employees shall be entitled to a prorated vacation.

Section 6. Employees assigned by the appropriate Executive Administrator to work Christmas week to provide uninterrupted vital and necessary services will be granted compensatory time added to their vacation time. Such assignments must be made not later than December 1.

## **ARTICLE XI - Grievance Procedure**

### Section 1. Definitions

- A. The term "grievance" shall mean a claim of an alleged violation, misinterpretation or misapplication of this Agreement or the written policies of the Board.
- B. The term "grievant" shall mean the employee or employees asserting the claim or the Association.
- C. The term "day" shall mean work days excluding Saturdays, Sundays and holidays.

### Section 2. Procedure

- A. All grievances shall be filed and processed on forms developed by the Association and the Executive Director of Human Resources.
- B. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.
- C. The failure of an employee to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the College to render a decision within the time limits specified shall permit the grievant to proceed to the next step.
- D. An employee may have a grievance adjusted without the intervention of the Association provided:
  - 1. The adjustment is not inconsistent with the terms of the Agreement; and
  - 2. The Association has notice of such adjustment and may be present at the request of the grievant.
- E. The discussion and processing of grievances shall not interfere with the carrying out of the administrative responsibilities by any employee.

## Article XI (continued)

Section 3. Purpose. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate

at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally or proceeding independently as described in this Article.

Section 4. Structure. All grievances shall be processed in the manner set out below. A grievance must be initiated with the appropriate Executive Administrator within fifteen (15) days from the date of the event upon which the grievance is based, or within fifteen (15) days from the date the employee, through the exercise of reasonable diligence, should have known of the event upon which the grievance is based. In no event shall a grievance be initiated after ninety (90) days from the date of the event giving rise to the grievance.

- A. Level One: Within ten (10) days from the event or occurrence giving rise to the dispute, or the recognition of the dispute, the employee shall meet informally with the immediate supervisor in an attempt to resolve the grievance. If the dispute cannot be resolved the grievant shall have five (5) days from the date of the meeting to file a written grievance at Level Two.
- B. Level Two: Within ten (10) days from receipt of a written grievance, the appropriate Executive Administrator shall meet with the grievant and attempt to resolve the grievance. Within five (5) days of such meeting, the appropriate Executive Administrator shall render a written decision on the grievance. In the event the grievant is not satisfied with the disposition of the grievance, the grievant shall have five (5) days to submit the grievance at Level Three.
- C. Level Three: Within ten (10) days from the receipt of the grievance, the Executive Director of Human Resources shall meet with the grievant and attempt to resolve the grievance. Within ten (10) days of such meeting, the Executive Director of Human Resources shall render a written decision on the grievance. Should the Association choose to proceed to arbitration, they shall within five (5) days from the expiration of the ten (10) day period, submit a written request for Arbitration at Level Four.
- D. Level Four: Upon receipt of a written request for arbitration, the Association and the Executive Director of Human Resources shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator's fees and expenses shall be shared equally by the College and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

#### **Article XI, Section 4 (continued)**

The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of the Agreement or construe said terms in derogation of the Board's rights and responsibilities except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement. The arbitrator shall render a decision within sixty (60) calendar days following the hearing. Decisions of the arbitrator shall be final and binding on the Association, the administrative employees involved, and the College.

- E. Time periods may be waived by written agreement of the parties.

#### **ARTICLE XII - Unpaid Leaves of Absence**

The College will adhere to the Family and Medical Leave Act of 1993 and as amended.

Section 1. Unpaid personal leaves of absence may be granted to employees for the following reasons:

- A. Parental,
- B. Military Service,
- C. Study, or
- D. Other leaves deemed appropriate by the College.

Section 2. The following general conditions shall apply to leaves of absence:

- A. All applications for a leave of absence shall be submitted in writing to the immediate supervisor at least sixty (60) days prior to the intended date the leave is to become effective. Leaves of absence shall be at the discretion of the Executive Director of Human Resources and the applicant shall be informed of the decision within forty-five (45) days of the date of the application. These time periods may be waived by agreement between the Association and the College.
- B. All leaves of absence shall be without pay. Vacation days and holidays shall not accrue to the applicant while on any leave of absence.
- C. Experience on the salary schedule shall accrue during the leave of absence.
- D. When a leave of absence is for ninety (90) calendar days or more, the employee must, at least thirty (30) days prior to the expiration date of the leave, submit in writing to the immediate supervisor either his/her intention to return as agreed or a request for an extension of the leave. Failure to comply with the requirements of this subsection or failure to return on the expiration date of the leave may result in termination of employment. Termination under this subsection may be waived upon written agreement of the parties.

## **Article XII, Section 2 (continued)**

- E. When the leave of absence is less than ninety (90) calendar days, the employee must return as agreed. Failure to comply with the requirements of this subsection may result in termination of employment. Termination under this subsection may be waived upon written agreement of the parties.
- F. An employee returning from a leave of absence of less than ninety (90) days shall return to his/her former position. An employee returning from a leave of absence of ninety (90)-days or more shall return to his/her former position or one of similar status.
- G. An employee may be granted an extension of a leave of absence, which shall be at the discretion of the Executive Director of Human Resources.

In addition, a leave of absence shall be limited by the appropriate specific provisions enumerated in Sections 3 - 6, inclusive.

### **Section 3. Parental Leave**

- A. A parental leave of absence without pay for up to one (1) year shall be granted to an employee following the birth or adoption of a child.

**Section 4. Military Leaves.** Any employee who enters into active duty in the Armed Forces of the United States.

All provisions of this section shall be in accordance with State and Federal law governing military leaves of absence.

**Section 5. Study Leave.** An employee may be granted a leave of absence for study which will, in the opinion of the College, improve the employee's performance as an administrator. Said leave of absence shall not exceed a period of one (1) year unless extended with the approval of the Executive Director of Human Resources.

**Section 6. Miscellaneous Leave.** A leave of absence for purposes other than those enumerated above may be granted for purposes deemed appropriate by the College for a period not to exceed one (1) year without the written approval of the Executive Director of Human Resources.

## **ARTICLE XIII - Other Leaves**

### **Section 1. Sick Leave**

- A. Each employee will be credited annually on July 1 with twenty-two (22) days with an accumulation to 120 days.
- B. Employees who transfer into the bargaining unit with personally accumulated sick leave days earned through other service to the College shall retain those days.

### **Article XIII, Section 1 (continued)**

- C. The College will maintain a Master Sick Leave Bank of 300 days. When the number of days in the Master Sick Leave Bank is reduced to less than 300 days, each employee will be taxed by multiples of two days each to rebuild the bank to at least 250 days but not more than 300 days.
- D. An employee requesting days from the Master Sick Leave Bank must submit evidence of need to the Executive Director of Human Resources for approval. The Executive Director or designee will consult with the President of the Association for approval.
- E. Administrative employees are eligible to use days from the Master Sick Leave Bank to cover an illness only after an individual's personal sick leave days have been utilized and only through the 120th consecutive calendar day of disability.

Section 2. Personal Business. Each employee will be granted personal business days as deemed necessary by the appropriate Executive Administrator.

Section 3. Bereavement Leave. In case of bereavement the number of days granted will be those deemed necessary by the appropriate Executive Administrator. Leaves granted will not be deducted from the accumulated sick leave.

Section 4. Jury Duty Any employee who is called for and reports for jury duty shall continue to receive his/her full wages for the duration of the jury duty and shall forward the daily jury duty fee paid by the court to the College (Jury Duty Reporting Form SC #713). In order to receive payment under this section, the employee must give a copy of the summons to the supervisor and the Executive Director of Human Resources prior to the jury service. The employee must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty.

Section 5. Sabbatical Leave. An Association member shall be eligible for a Sabbatical Leave upon completion of seven or more full contract years of continuous service at the College. The purpose of Sabbatical Leave shall be for professional study, work on publications, educational travel, travel combined with study, research or other purposes which will improve the employee professionally or which will be of practical value to the Institution. If granted, the employee shall receive one-half salary for one year's leave, or full salary for six months leave or less.

- A. An application for Sabbatical Leave must be submitted on the "Sabbatical Leave Application" form. The application may be obtained at the Human Resources Office and is to be returned by February 1 in the calendar year of the requested leave. Full-year sabbatical leaves will start July 1; less than full-year sabbatical leaves may start at any time after July 1, but must be completed by June 30, unless an alternative schedule is recommended and approved by the College.

### **Article XIII, Section 5 (continued)**

- B. Applications for Sabbatical Leave will be submitted to the Association, the Executive Director of Human Resources, and the employee's supervisor. The Association President and the Executive Director of Human Resources will make joint or independent recommendations to the President including rationale and funding priority. The President's recommendation, including funding, will be presented to the Board of Trustees at the June meeting or in accordance with an alternative schedule approved by the College.
- C. The number of employees on Sabbatical Leave at any one time shall be limited to two. An employee will not be entitled to more than one year of Sabbatical Leave (1/2 annual salary) in any seven-year period.
- D. An employee granted sabbatical leave shall not engage in remunerative work while on leave without the written approval of the Executive Director of Human Resources. Scholarships and fellowships in approved colleges and universities or grants, which do not interfere with the program or professional improvement, are excepted.
- E. Upon accepting a sabbatical leave, an employee shall certify to the College, his/her intention to return to his/her position with the College for a period equal to the length of the leave granted. Should the employee not remain with the College for the required period of time, he/she shall agree to repay the College the full amount received in sabbatical compensation. Upon the granting of the leave, the employee shall have an agreement with the College as to which expenses, if any, would be reimbursable.
- F. All fringe benefits shall be continued during the sabbatical leave as though the employee were on his/her regular assignment, except that no vacation or sick leave days shall accrue during the period of the leave.
- G. An employee on sabbatical leave shall be entitled to and receive all improvement to compensation for the subsequent year granted other employees.

Section 6. Association Business Up to a total of twelve (12) individual work days may be used annually at the discretion of the Association for attendance to Association business, provided prior notification is given to the Executive Director of Human Resources.

### **ARTICLE XIV - Assignment to Academic Status**

Section 1. An administrator may apply for any open faculty position.

Section 2. Procedure for applying for an open faculty position:

- A. An administrator shall apply in accordance with established College procedures.

## **Article XIV, Section 2 (continued)**

- B. An administrator who previously held faculty status at Schoolcraft College shall be returned to faculty status in accordance with the faculty master contract.
- C. The faculty contract shall determine placement on the salary schedule for an administrator moving to faculty status.

## **ARTICLE XV - Educational Grant Fund**

- A. During the term of this Agreement, the Association shall be entitled to an educational grant fund in accordance with the appropriate Board Policy and Board Procedure.
- B. The Association members shall be entitled up to 50% tuition reimbursement, per year, subject to the following conditions. The maximum amount for the Association per year is \$40,000.
  - 1. Class(es) are not available at Schoolcraft College.
  - 2. The immediate supervisor provides written approval and concurs that the class(es) are directly related to the member's assignment.
  - 3. The classes are taken at an accredited institution.
  - 4. The employee receives a grade of "C" (2.0) or better in the course.

Payments shall be made once a year, upon written proof of the cost of tuition and the grade received, if all the above conditions are satisfied. Written proof must be received in Human Resources by no later than April 15.

- C. If the total aggregate amount of the initial 50% reimbursement requests exceeds \$40,000, then all those requesting will receive equal pro-rata (percentage) of reimbursement up to \$40,000.
- D. In the event the fund is not expended by the end of the fiscal year, determination of additional reimbursement of remaining funds shall be made by the Executive Director of Human Resources by July 30<sup>th</sup>. Allocation of remaining funds shall be based on the priorities of the College and the allocation of such is non-grievable. Human Resources will provide upon request a determination of the eligibility of the classes for any unspent money at the end of the year based on the priorities of the College.
- E. Employees utilizing this benefit will agree to reimburse the College 90 percent of the reimbursement, if they terminate their employment within one year of reimbursement.

## **ARTICLE XVI - Severance Pay**

After ten (10) years of service, any employee upon severance due to retirement or death shall receive a severance benefit in an amount of \$2,000. Additional severance

## **Article XVI (continued)**

credit may be earned at the rate of \$40 for each additional calendar month of his/her employment after the tenth year. In no case would the maximum payment exceed \$9,000. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.

## **ARTICLE XVII - Reprimand/Suspension**

### Section 1. Reprimand

- A. An officially designated representative of the Association shall at all times be present when a meeting is held for the purpose of reprimanding or disciplining an Association member, unless said member presents a written waiver to an officially designated representative of the Association and the appropriate administrator prior to the meeting.
- B. Any written notice of reprimand placed in an Association member's file shall be removed if the written notice is more than two years old and no other reprimands have occurred during that period of time.
- C. Copies of any letters of reprimand or discipline shall be provided to the President of the Association.
- D. When the need arises, the President of the Association shall notify the Executive Director of Human Resources, in writing, of its officially designated representatives.

### Section 2. Suspension

- A. A member of the Association may be suspended for cause. Such suspension may be either with or without pay.
- B. A notice of suspension must be furnished, in writing, to the Association member, and a copy of this notice must be furnished to the President of the Association. Such notice must be accompanied by a written statement outlining the specific reason(s) for such action.
- C. An Association member who is not in agreement with the suspension may file a grievance in accordance with Article XI, Grievance Procedure, of this Master Agreement.

## **ARTICLE XVIII - Dependent Care, Medical Spending Account Programs**

Association members shall be entitled to participate in the College's Dependent Care and Medical Spending Account Programs. Effective January 1, 2010, Dependent Care and Medical Spending will be available through the Flexible Spending Account Program.

## **ARTICLE XIX - Early Retirement Salary Supplemental**

The parties agree that the concept of an Early Retirement Salary Supplement did provide a benefit (in the 1983/85 Master Agreement) to the College and to several individuals, and that it is entirely reasonable to assume that it may once again be a feasible concept in the future.

Therefore, even though no specific plan is being considered at this time, the concept of early retirement incentives and the ability to negotiate such a concept should be available on a demonstrated need by either party but should not be limited to the confines of an existing contract in order to maintain a flexible position.

## **ARTICLE XX - Miscellaneous Provisions**

Section 1. Neither the board (or designee) nor the Association shall discriminate against any employee on the basis of race, creed, color, sex, age, national origin, marital status, or disability.

Section 2. Free parking space shall be provided to Administrative personnel.

Section 3. Should new positions within the bargaining unit be created, the wages, hours, and conditions pertaining to said positions shall be subject to negotiation between the parties.

Section 4. Reimbursement for the approved use of a personally owned vehicle will be made in accordance with the appropriate Board Policy and Board Procedure.

Section 5. Unless specifically hired to perform general administrative duties for the evening or weekend operation of the College, members of the Association will not be held responsible for these assignments.

Section 6. In recognition of the mutual value attained when an employee earns a degree, while employed at Schoolcraft College, he/she shall be awarded a \$3,000 increase in his/her individual annual base salary provided that:

- A. In the opinion of the immediate supervisor, the area of specialization is related to his/her assignment.
- B. The degree is earned from an accredited institution.

The employee having earned degree(s) would be expected to earn his/her additional degree at the next highest level. However, a second degree (at the same level) shall be eligible for an award provided that the employee has prior concurrence from the immediate supervisor that the second degree is related to the assignment or is of mutual benefit to the individual and the institution.

### Section 7. Dues/Service Fee

- A. To insure a fair and equitable sharing of the Association's cost of serving as the statutory bargaining agent for all members, including the cost involved in the negotiation and administration of the collective bargaining agreement and the processing of grievances under such agreement, all members of the

## Article XX, Section 7 (continued)

bargaining unit who are not members of the Association shall pay a service fee to the Association. This fee will be deducted by the College from salaries, pursuant to written authorization and transmitted to the Association as hereinafter provided. This fee shall be equal to the dues of the Association. No member of the unit shall be required to become a member of the Association. Any member of the bargaining unit will, however, have the privilege of membership. In the event that a member of the bargaining unit shall refuse to either join the Association or authorize the payment of the aforementioned service fee in accordance with the provision in paragraph B, the College agrees to terminate the employment of such member. Such termination to be subject to the same review as are terminations of employment for other reasons, it being understood that the joining of the Association or the payment of such service fee shall be a condition of employment by the College. The parties expressly recognize that the failure of any member to comply with the provisions of this Article is good and adequate cause for discharge from employment.

- B. Within ten (10) days after the first day of hire, the member will sign and deliver to Payroll, a written assignment authorizing deduction of either the dues of the Association or the above-mentioned service fee. Such authorization shall continue in effect throughout the life of the Agreement or until the employment of the member has been terminated.
- C. The deduction of dues or service fee shall be in uniform amounts and shall be made bi-weekly from regular payroll periods beginning with the first payroll in July and ending not later than the last payroll in June.
- D. The College agrees to promptly remit all moneys so deducted, according to written directions of the Association and to accompany such moneys with the list of members and amounts from whom deductions have been made.
- E. The Association shall, no later than August 1 of each year, submit to the Executive Director of Human Resources, the names of all members failing to conform to this Article.
- F. The Association will protect and save harmless the College from any and all claims, demands, suits, and other forms of liability, including attorneys' fees incurred in connection therewith, by reason of action taken or not taken by the College for the purpose of complying with Section 7 of Article XX subject, however, to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - 2. The Association, after consultation with the College or its agents, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the College by any court or tribunal.

## **Article XX, Section 7 (continued)**

3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claims made against the College under this Section.

Section 8. When members of the Association are assigned work beyond their usual or accepted responsibilities, such supplemental assignment(s) shall be discussed between the member and his/her immediate supervisor prior to the assignment.

The rate of compensation, will be determined by mutual agreement between the individual, the supervisor, the President of the Association, the Chief Negotiator of the Association and the Executive Director of Human Resources or their designees.

Section 9. It is agreed by the parties that the administrative employees' employment with the College during the normal workday takes preference over outside activities.

Section 10. The official copy of each Association member's job description is on file in the Human Resources Office and copies are available to all concerned parties.

Section 11. The members of the Association may participate in the College's 457 Plan.

## **ARTICLE XXI - Curtailment of Services**

Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment, restriction or interference with work or instruction by any College group, the Association shall take all necessary steps to avert or bring such activity to a prompt termination.

## **ARTICLE XXII - Partial Invalidity**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force effect.

## **ARTICLE XXIII - Amendment**

This Agreement may be amended in writing by mutual agreement of the parties. Such amendments shall be ratified by both parties.

## **ARTICLE XXIV - Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that

**Article XXIV (continued)**

right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE XXV – Retirement Option**

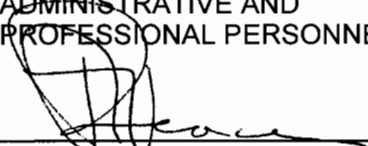
All Association bargaining unit members have the option of choosing one year only of third party contracted service after notice of retirement. The option shall not extend beyond one year without concurrence of SCAAPP.

**ARTICLE XXVI - Termination**

This Agreement shall remain in full force and effect until **June 30, 2013**, and thereafter for successive periods of one year unless either party shall, on or before the ninetieth (90th) day prior to expiration, serve a written notice on the other party of a desire to terminate, modify, or change this Agreement. Such notice shall be sent by registered mail to the President and shall specify the changes desired.

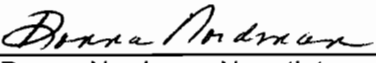
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

SCHOOLCRAFT COLLEGE  
ASSOCIATION OF  
ADMINISTRATIVE AND  
PROFESSIONAL PERSONNEL

  
\_\_\_\_\_  
Robert Pearce, President

  
\_\_\_\_\_  
Jeff Liley, Chief Negotiator

  
\_\_\_\_\_  
Jeffrey Burton, Negotiator

  
\_\_\_\_\_  
Donna Nordman, Negotiator

  
\_\_\_\_\_  
Sherry Zylka, Negotiator

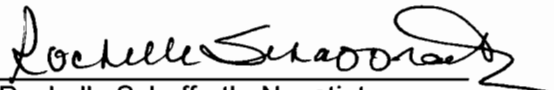
BOARD OF TRUSTEES  
OF THE SCHOOLCRAFT  
COMMUNITY COLLEGE  
DISTRICT

  
\_\_\_\_\_  
Gregory Stempfen, Chairperson

  
\_\_\_\_\_  
Conway Jeffress, President

  
\_\_\_\_\_  
Cindy Koehigsnecht, Chief Negotiator

  
\_\_\_\_\_  
James Ryan, Negotiator

  
\_\_\_\_\_  
Rochelle Schaffrath, Negotiator

2010/2013 Salary Grade Schedule  
Effective 7/1/09

Grade	Ranges	
	<u>Minimum</u>	<u>Maximum</u>
6	\$74,217	\$106,869
5	\$61,845	\$89,488
4	\$51,540	\$72,668

**ECONOMIC SETTLEMENT**

**2009/2010**

Association bargaining unit members employed July 1 through the first pay in December shall receive a lump sum payment of \$2,000.

**2010/2011**

Association bargaining unit members employed July 1 through the first pay in December shall receive a lump sum payment of \$1,000.

**2011/2012**

No lump sum payment.

**2012/2013**

Association bargaining unit members employed July 1 through the first pay in December shall receive a lump sum payment of \$2,000.

**POSITION TITLE, FUNCTION & GRADE PLACEMENT**

- Grade 6:** Associate Dean – Liberal Arts  
Associate Dean - Sciences  
Associate Dean - Learning Support Services  
Associate Dean – College Centers  
Associate Dean - Continuing Education and Workforce Development  
Associate Dean – Business, Technology, and Economic Development  
Director of Corporate Training  
Director of Finance  
Director of Institutional Research  
Director of Counseling and Career Services  
Director of Nursing  
Director of Enrollment Services/Registrar  
Director of Business Development Center
- Grade 5:** Director of Administrative Computing  
Director of Distance Learning and Instructional Operations  
Director of College Centers  
Director of College Disbursements  
Director of Financial Aid  
Director of Marketing  
Director of Purchasing  
Director of Networking and Security  
Director of Technology Services  
Director of Campus Security Police  
Director of Building Systems/Maintenance  
Director of Facilities Services  
Director of Transitions Center
- Grade 4:** Bursar  
Director of Academic Computing and IS Projects  
Director of Athletics  
Director of College Bookstore  
Director of Development  
Director of Food Service  
Director of Grants  
Director of Media/Instructional Support Services  
Director of Technical Programming  
Director of Curriculum and Assessment  
Associate Director of Instructional Operations