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6/30/2002

**THE BOARD OF TRUSTEES OF THE  
SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT**

**AND**

**THE SCHOOLCRAFT COLLEGE ASSOCIATION OF  
ADMINISTRATIVE AND PROFESSIONAL PERSONNEL**

**JULY 1, 1998 - JUNE 30, 2002**

*Schoolcraft Community College*



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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 made and entered into this 1st day of July, 1998, by and between the BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "Board") and the SCHOOLCRAFT COLLEGE ASSOCIATION OF ADMINISTRATIVE AND PROFESSIONAL PERSONNEL (hereinafter referred to as the "Association").

## **PREAMBLE**

WHEREAS, the Association and the Board 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,

WHEREAS, the Association and the Board 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 Board in the full and proper execution of Board policies; and,

WHEREAS, the Board 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,

WHEREAS, 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.

NOW THEREFORE, IT IS AGREED:



## **ARTICLE I - Recognition**

Section 1. The Board 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 nothing contained herein shall 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 Board between the level of the classified and executive employee groups.

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

Section 1. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and powers to manage Schoolcraft College 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 Board suggests any alterations in 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 Board shall not discriminate against any employee with respect to wages, hours, terms or condition of employment by reason of his/her membership in or his/her participation in the activities of the Association.

### **ARTICLE III (continued)**

Section 2. The College shall provide a bulletin board for the posting of Association business notices or social announcements. All such notices or announcements shall contain the signature of an Association official and shall be furnished to the Executive Director of Human Resources at the time of posting.

Section 3. The Association shall have access to electronic mail and employee mailboxes for its business notices and social announcements. All written announcements or notices shall contain the signature of an Association official.

Section 4. 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 5. 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 under the same conditions and procedures as apply to any employee group.

Section 6. The College shall make available to the Association upon its request and within reasonable time thereafter, 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 included herein is intended to require the College to present information in special formats not normally followed.

Section 7. Each employee shall have the right upon reasonable request and notice to review with the Executive Director of Human Resources, the contents of his/her 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 he/she so desires. 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 8. The Board shall continue to involve the Association in the development of policies and procedures having a direct relationship to its interests or professional mission.

Section 9. 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;



## ARTICLE III (continued)

- C. They are not detrimental to students, the employee's effectiveness as an administrator, or to the standing of the College in the community.

Section 10. 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 President. The Association shall have the opportunity to discuss its recommendation with the President.

## ARTICLE IV - Performance Appraisal System

Section 1. It is recognized that the system indicated in this Article shall be known as the "Performance Appraisal System".

Section 2. The performance appraisal of an individual shall be a continuous process and shall include at least one formal, written appraisal per year by the immediate supervisor.

Section 3. The purpose of the appraisal is to improve the quality of performance and to identify and 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 Supplemental Pay Plan.

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

- A. There will be an executive review of every performance appraisal.
- B. There will be a scheduled review and discussion between the evaluator and the employee. The executive review must be completed before this conference.
- C. As a result of the conference, the remarks of the employee will be included on the performance appraisal form.
- D. A copy will be furnished the employee.
- E. The personnel file, exclusive of confidential pre-employment records and employment references, will, at the employee's request, be reviewed during the individual employee conference.
- 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.

## **ARTICLE IV (continued)**

- G. Each employee having a split assignment will require two separate distinct appraisals (one for each segment of his/her assignment) involving two appraisals and two executive reviews. Each segment of a separate assignment will be weighted to facilitate a composite appraisal.

Section 6. The philosophy, details, and methodology for the Performance Appraisal System are contained in the Performance Appraisal System's Manual for SCAAPP, which controls the administration of the Performance Appraisal System.

Section 7. For the duration of this Agreement, 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. The Committee will be chaired by the administrator in charge of the Performance Appraisal System whose vote will only be used to break any tie votes. The Performance Appraisal System's Manual for SCAAPP will be revised to reflect all agreed-to 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 any agreed-to changes and/or modifications, and show new language in all caps. The document shall show the date the change(s) was/were agreed to.

## **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 unpaid 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. 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 Board may offer employment to the selected individual, but the salary is subject to the grievance procedure.

## ARTICLE V (continued)

- C. In the filling of an administrative vacancy outside of the Association, the President may request representation of the Association on the committee. When a committee is not used, the President may request assistance from the Association.

Section 3. Whenever the President determines that it is in the best interest of the College 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, he/she must 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 statement of the reassignment when a function is reassigned.
- F. A retraining proposal, if appropriate, funded totally by the Board.

Within ten (10) working days the President, in consultation with the Officers of the Association, shall discuss his/her recommendation. In the absence of concurrence, the Association may present a viable alternative to the Board at the same meeting that the President presents his/her 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. 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. 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 fourth 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.

## ARTICLE V (continued)

- 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.
- 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. 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. In the initial year of employment, employees serving less than eight (8) months may be required to serve two additional full years of probation.
- C. Employees hired on other than July 1 will be hired for the remainder of that fiscal year; and if continued after July 1, will be hired for the fiscal year beginning on July 1.
- D. During the probationary period, the Board, 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.

## ARTICLE VI (continued)

- 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 Board and are subject to the conditions of Article V of this Agreement.

### Section 3. Temporary Employment

- A. Temporary assignments shall be made by the President or designee at its sole discretion to:
  - 1. Meet an emergency 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.
  - 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 2A - 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 July 1, 1997, (Branch D-5) shall remain in effect during the term of this agreement.

## ARTICLE VII (continued)

- B. Vision Care Insurance - The vision care program effective July 1, 1997, (Branch V-2) 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. Hospital/Surgical -
1. The plan shall include 100% coverage for in-patient hospitalization (semi private), reasonable and customary surgical expenses, 90% major medical. \$50/individual or \$100/family annual deductible.
- OR 2. Health Maintenance Organization (HMO). The plan to be mutually agreed upon by the Executive Director of Human Resources and the Association.
- OR 3. Cash stipend of seventy-five dollars (or an amount equal to the maximum amount being paid to any college group) 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 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 or the HMO).
4. Should there be a need to change the health insurance carriers, the Association will be provided the rationale for such change.
  5. The College shall contribute the monthly premium for employees electing the HMO up to, but not exceeding, the monthly premium being paid for the traditional insurance. If the cost of the HMO exceeds that being paid for the traditional insurance, the employee shall authorize the College to withhold the additional amount from his/her paycheck.
- 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 base salary to a maximum of \$4,000 per month commencing on the employee's 121<sup>st</sup> calendar day of disability.
- 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 through the Employee Benefit Options Program.
- H. Other insurance coverage provided
1. Travel/Accident Life Insurance - \$500,000 for employees traveling on College business.
  2. Public Liability Insurance - Broad Form

## ARTICLE VII (continued)

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 a 7.5% factor (1999/00 – 7.7%; 2000/01 – 7.7%; 2001/02 – 8%).
- 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>
"1"	90 - 110
"2"	110 - 130
"3"	130 - 150

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 College proposed the establishment of an Associate Dean Level. The placement of the Association members into the Associate Dean Level shall be in accordance with the provisions of Article V.

## **ARTICLE VIII (continued)**

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.

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 a designee of the Board.
- 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 Board, its designee, or any executive employee 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 had an opportunity to be present at such adjustment.
- E. The discussion and processing of grievances shall not interfere with the carrying out of the administrative responsibilities by any employee.

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 with any designee of the Board 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.

## ARTICLE XI (continued)

- A. Level One: 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 Two.
- B. Level Two: With ten (10) days from the receipt of the grievance, the President or his/her designee shall meet with the grievant and attempt to resolve the grievance. Within ten (10) days of such meeting, the President or his designee 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 Three.
- C. Level Three: 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.

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 his decision within thirty (30) calendar days following the hearing. Decisions of the arbitrator shall be final and binding on the Association, the administrative employees involved, and the College.

## ARTICLE XII - Unpaid Leaves of Absence

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

- A. Health,
- B. Military Service,
- C. Parental,
- D. Care of a sick member of the immediate family,
- E. Study, or
- F. Other leaves deemed appropriate by the Board of Trustees.

## ARTICLE XII (continued)

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 College President or designee and the applicant shall be informed of the decision within forty-five (45) days of the date of the application. Where the leave of absence is necessitated by an extreme emergency, the application shall be submitted in writing to the immediate supervisor, and the applicant shall be informed of the Board's action within fifteen (15) days of the date of the application.
- 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 sixty (60) 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. When, in the opinion of the President, extenuating circumstances exist, termination under this subsection may be waived.
- 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. When, in the opinion of the President, extenuating circumstances exist, termination under this subsection may be waived.
- 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 College President.

In addition, a leave of absence shall be limited by the appropriate specific provisions enumerated in Sections 3 - 8, inclusive.

Section 3. Health Leave. A health leave due to physical or mental causes may be granted to employees for periods up to a maximum of one (1) year upon the written request of the employee and with the recommendation of the President. A request for a Health Leave must be accompanied by the written diagnosis of the attending physician. A notice of intention to return must be accompanied by a doctor's statement attesting to the employee's fitness to resume his/her duties. The College may, at its own expense, require a concurring opinion from its physician before agreeing to the employee's return. In the

## ARTICLE XII (continued)

absence of a concurrence, additional medical evidence may be required at the College's expense from a mutually agreeable source.

### Section 4. Parental Leave

- A. A parental leave of absence, without pay, for up to one (1) year shall be granted to an employee for the purpose of child bearing and/or rearing as follows:
1. An employee who is pregnant shall be granted, upon request, a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said employee shall notify the Executive Director of Human Resources in writing of her desire to take such a leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.  
  
An employee who is pregnant may continue in active employment as late into pregnancy as she desires, provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be taken as sick leave as provided for in Article XIII.
  2. A male employee shall be granted, upon request, a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.
  3. An employee adopting an infant child (i.e., one (1) year of age or less), shall be granted, upon request, a leave to commence at any time during the first year of receiving de facto custody of said infant child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
  4. Except in cases of medical disability, the employee may request only one extension of leave.
- B. An employee who is granted a parental leave of absence, pursuant to Section A above, shall have the following re-employment rights:
1. If an employee notifies the College of her desire to return to active employment after a leave which has been charged entirely to the sick leave provisions of Article XIII, in accordance with the provisions of Section A(1) above, said employee shall be assigned to the same position which she held at the time the leave commenced or if that position is no longer in existence, to a substantially equivalent position.
  2. If an employee notifies the College of his/her desire to return to active employment within sixty (60) days after the termination of pregnancy or the commencement of the leave, whichever is later, and the leave has not been charged entirely to sick leave in accordance with the

## ARTICLE XII (continued)

provisions of Section A(1) above, said employee shall be assigned, at a mutually agreed upon return date, to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

3. An employee returning at the completion of the leave which was not charged to sick leave shall be assigned to the same position which he/she held at the time the leave commenced or if that position is no longer in existence to a substantially equivalent position.
4. While on leave, an employee shall have the option to maintain his/her life, hospital/surgical, dental, and vision group insurance coverage by forwarding premium payments for said coverage to the Human Resources Office on a monthly basis, one month in advance.

Section 5. Military Leaves. Any employee who enters into active duty in the Armed Forces of the United States because:

- A. He is drafted; or
- B. He is about to be drafted and enlists in order to be placed in a preferred branch of the military service; or
- C. He/she enlists or is recalled in time of national emergency;

shall be entitled to be reinstated in the position he/she is vacating or one of like status, provided the employee serves only one (1) conscription term, the minimum enlistment term, or until the state of emergency is ended, and provided also that:

- A. He/she is honorably discharged from the armed services; and
- B. He/she applies for re-employment within ninety (90) days from discharge or release from active duty; and
- C. He/she is still qualified to perform the duties of his/her position.

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

Section 6. Illness in the Immediate Family. A leave of absence may be granted to an employee to care for an ill member of his/her immediate family. For purpose of this section the term immediate family shall mean spouse, children and parents of the employee. Said leave of absence shall not exceed one (1) year unless extended by the College President.

Section 7. Study Leave. An employee may be granted a leave of absence for study which will, in the opinion of the President, improve the employee's performance as an administrator. Said leave of absence shall not exceed a period of one (1) year unless extended by the College President.

## **ARTICLE XII (continued)**

Section 8. 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 upon the approval of the College President unless an extension is approved by the College President.

## **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.
- 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 President of the Association with a copy to the Executive Director of Human Resources prior to approval. Application for such withdrawal will be made to the Human Resources Office upon recommendation from the Association.
- E. It is understood by the parties that 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 appropriate Executive Administrator and the Executive Director of Human Resources prior to the jury service. He/she 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.

## ARTICLE XIII (continued)

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.
- B. The Sabbatical Leave Committee, consisting of one representative from each division, to be nominated by the appropriate Executive Administrator annually on February 1, shall serve as a review committee for all applications from employees for Sabbatical Leave. The recommendation, rationale and funding priority shall be forwarded to the President for approval. The President's recommendation, including funding, will be presented to the Board of Trustees at the June meeting.
- 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. The Sabbatical Leave Committee shall inform the appropriate Executive Administrator and the President of the applications received for sabbatical leave.
- E. An employee granted sabbatical leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program or professional improvement, are excepted.
- F. 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.
- G. 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.
- H. An employee on sabbatical leave shall be entitled to and receive all improvement to compensation for the subsequent year granted other employees.

## **ARTICLE XIII (continued)**

- I. In the event twenty-four (24) months of leave have not been approved by June, additional candidates may apply by September 1 for funding by the Board of Trustees for the winter semester.

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 applying for any open faculty position for which he/she is qualified will be assigned to that position unless there is a faculty member who applies and is more clearly qualified.

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

- A. An administrator shall initiate his/her request for assignment to an open faculty position in writing.
- 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. An administrator without previous faculty status at Schoolcraft College shall receive credit for outside experience as set forth in the faculty master contract.

## **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 to tuition reimbursement up to \$1,500 per member, per year, subject to the following conditions. The maximum amount for the Association per year is \$6,000 with \$3,000 available July 1 through December 31 and an equal amount (\$3,000) available January 1 through June 30 of each year. Any funds not utilized in the first half of any year will be available for use during the second half of the year. If the requests for funds exceeds the total amount available, reimbursement will be prorated based on the costs incurred by each member. In the event that there are any unused funds at the end of the year, any member who has not received full reimbursement, and has not exceeded \$1,500, will be entitled to full or prorated reimbursement.
  1. Class(es) are not available at Schoolcraft College.
  2. The immediate supervisor provides written approval and concurs that the class(es) are related to the members assignment.



## ARTICLE XV (continued)

3. The classes are taken at an accredited institution.
4. The employee receives a grade of "C" (2.0) or better in the course.

Payment shall be made after the course is completed, upon written proof of the cost of tuition and the grade received, if all the above conditions are satisfied.

## 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 \$1,000. Additional severance credit may be earned at the rate of \$20 for each additional calendar month of his/her employment after the tenth year. In no case would the maximum payment exceed \$3,000. 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 three 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.

## **ARTICLE XVII (continued)**

- 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 and Medical Spending Account Programs**

Association members shall be entitled to participate in the College's Dependent Care and Medical Spending Account Programs.

## **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 handicap.

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 hereto.

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 \$1,500 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.

## ARTICLE XX (continued)

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 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 Board 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 may sign and deliver to the Human Resources Office, 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

## **ARTICLE XX (continued)**

the Board 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 Board 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.
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 Chief Negotiator of the Association, the President 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.

## **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 right and opportunity are set forth in this Agreement. Therefore, the Board 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**

**Termination**

This Agreement shall remain in full force and effect until **June 30, 2002**, 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.

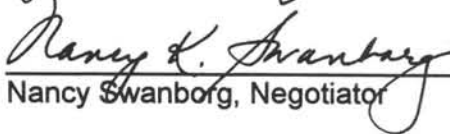
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

SCHOOLCRAFT COLLEGE  
ASSOCIATION OF  
ADMINISTRATIVE &  
PROFESSIONAL PERSONNEL

  
\_\_\_\_\_  
Ronald Randall, President

  
\_\_\_\_\_  
James Polkowski, Chief Negotiator

  
\_\_\_\_\_  
Jeff Lilley, Negotiator

  
\_\_\_\_\_  
Nancy Swanborg, Negotiator

BOARD OF TRUSTEES  
OF THE SCHOOLCRAFT  
COMMUNITY COLLEGE  
DISTRICT

  
\_\_\_\_\_  
Patricia Watson, Chairperson

  
\_\_\_\_\_  
Richard W. McDowell, President

  
\_\_\_\_\_  
Betty J. Gilbert, Chief Negotiator

  
\_\_\_\_\_  
Adelard H. Raby, III, Negotiator

  
\_\_\_\_\_  
Pat Yaremchuk, Negotiator

1998/99 SALARY GRADE SCHEDULE  
EFFECTIVE 7/1/98

Grade	Ranges	
	<u>Minimum</u>	<u>Maximum</u>
6	\$56,726	\$81,684
5	\$47,270	\$68,399
4	\$39,393	\$55,543

1999/00 SALARY GRADE SCHEDULE  
EFFECTIVE 7/1/99

Grade	Ranges	
	<u>Minimum</u>	<u>Maximum</u>
6	\$58,570	\$84,339
5	\$48,806	\$70,622
4	\$40,673	\$57,348

2000/01 SALARY GRADE SCHEDULE  
EFFECTIVE 7/1/2000

Grade	Ranges	
	<u>Minimum</u>	<u>Maximum</u>
6	\$60,474	\$87,080
5	\$50,392	\$72,917
4	\$41,995	\$59,212

2000/01 SALARY GRADE SCHEDULE  
EFFECTIVE 7/1/2001

Grade	Ranges	
	<u>Minimum</u>	<u>Maximum</u>
6	\$62,439	\$89,910
5	\$52,030	\$75,287
4	\$43,360	\$61,136



**ECONOMIC SETTLEMENT**

**1998/99**

Effective July 1, 1998, all Association bargaining unit members employed on June 30, 1998, shall receive a 3.25% increase to their base salary.

**1999/00**

Effective July 1, 1999, all Association bargaining unit members employed on June 30, 1999, shall receive a 3.25% increase to their base salary.

**2000/01**

Effective July 1, 2000, all Association bargaining unit members employed on June 30, 2000, shall receive a 3.25% increase to their base salary.

**2001/02**

Effective July 1, 2001, all Association bargaining unit members employed on June 30, 2001, shall receive a 3.25% increase to their base salary.

**POSITION TITLE, FUNCTION & GRADE PLACEMENT**

- Grade 6:** Assistant Dean - Academic & Assessment Services  
Assistant Dean – Business and Technology  
Assistant Dean – College Centers  
Assistant Dean - Continuing Education Services  
Assistant Dean - Continuing Education Services  
Assistant Dean – Liberal Arts/Independent & Distance Learning  
Assistant Dean - Sciences  
Director of Business & Industrial Services  
Director of Enrollment Management  
Director of Grants & Institutional Research (Vacant)  
Director of Physical Plant  
Director of Student Advisement Services  
Registrar
- Grade 5:** Director of Accounting  
Director of Administrative Computing  
Director of College Centers  
Director of College Disbursements  
Director of Purchasing  
Director of Technology & Telecommunications  
Director of Women's Resource Center  
Director of Workforce Development
- Grade 4:** Bursar  
Director of Academic Computing Labs  
Director of College Bookstore  
Director of Food Service  
Director of Instructional Support Services  
Director of Publications (vacant)  
Director of Technical Programs  
Director of Public Safety

**Memorandum of Agreement  
Between  
The Schoolcraft College Association of Administrative  
And Professional Personnel  
And  
Schoolcraft College**

It is mutually agreed that all SCAAPP job descriptions will be reviewed and revised by each employee and submitted to the President of the Association and the employee's supervisor by December 1, 1998.

Any member who believes that his/her job has changed substantially since the last review, may identify the changes and submit a request (through the President of the Association) for a review of the level of pay for said position.

A meeting will be scheduled between the employee, the supervisor, the President of the Association and the Executive Director of Human Resources to discuss the duties of the position. Following the meeting, a decision will be made regarding the appropriate grade and salary for the position.

For the Association

James Pelkowski  
Date 2/4/99

For the College

Betty J. Gilbert  
Date 2/5/99



