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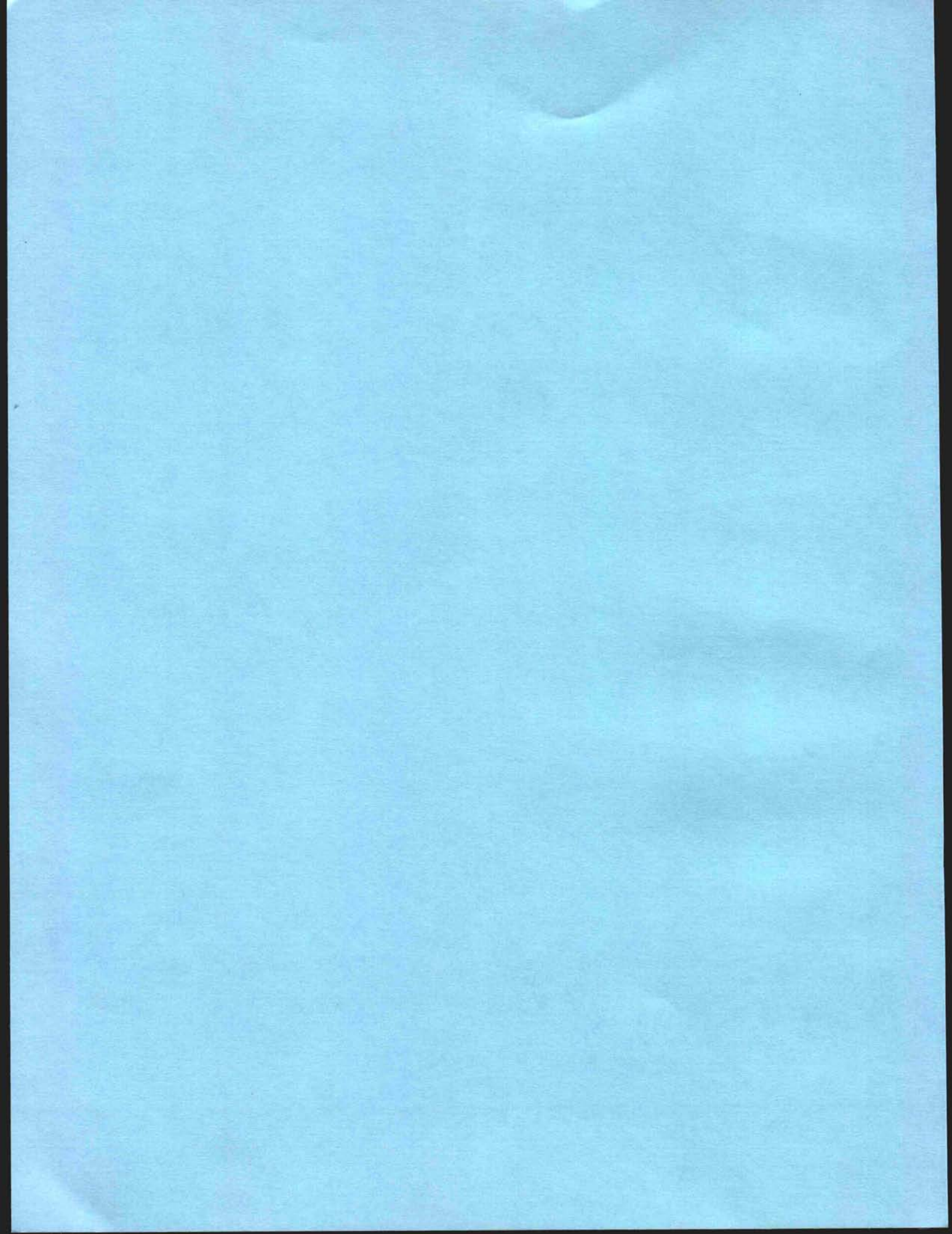
**AGREEMENT BETWEEN
 THE BOARD OF TRUSTEES
 AND THE HENRY FORD COMMUNITY COLLEGE
 ADMINISTRATORS' ASSOCIATION
 AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS**

**LOCAL 71, AFL-CIO
 1999-2002**

Henry Ford Community College

**HENRY FORD COMMUNITY COLLEGE
 5101 EVERGREEN
 DEARBORN, MICHIGAN 48128**

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OF HENRY FORD COMMUNITY COLLEGE**

AND

**THE HENRY FORD COMMUNITY COLLEGE ADMINISTRATORS' ASSOCIATION
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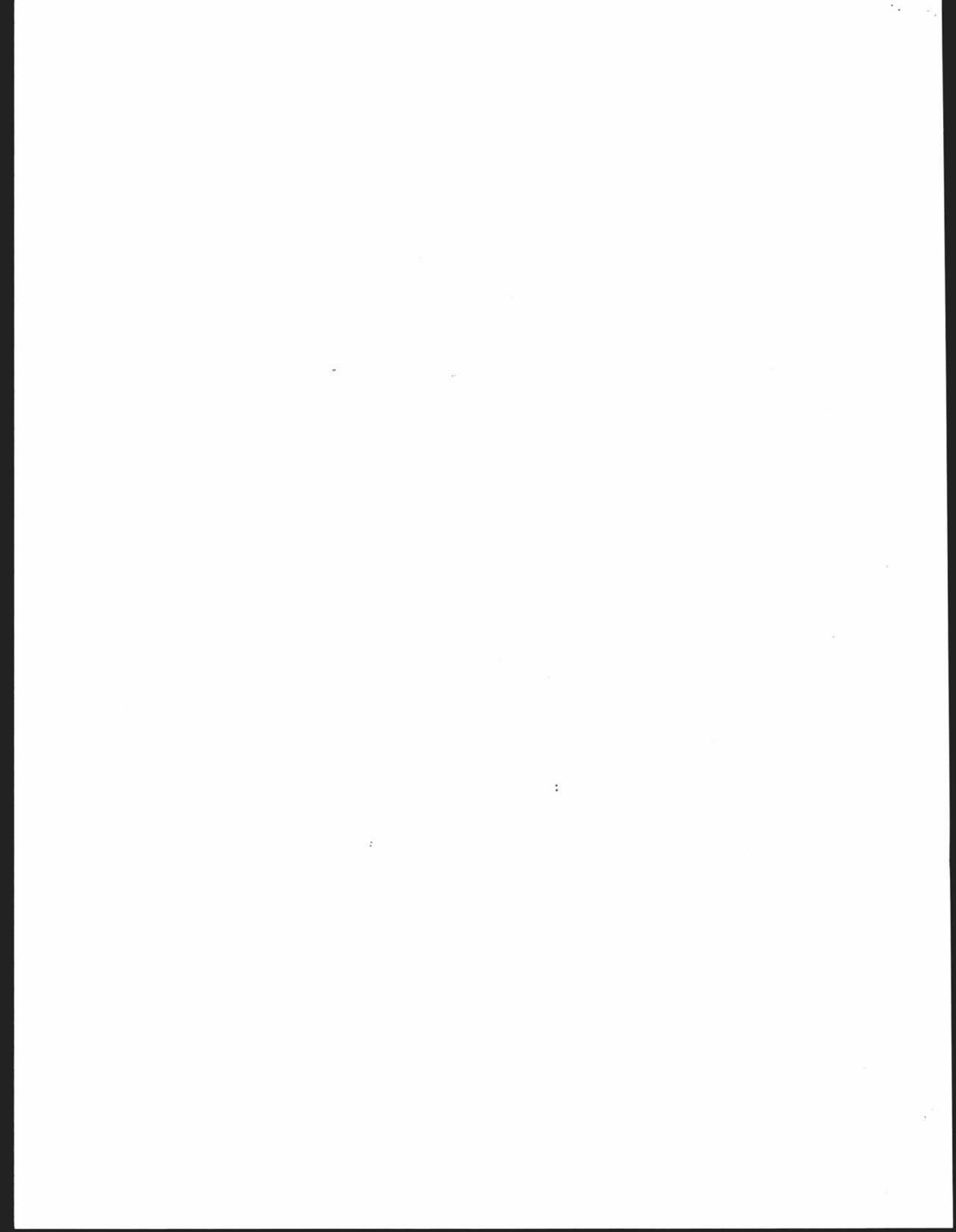
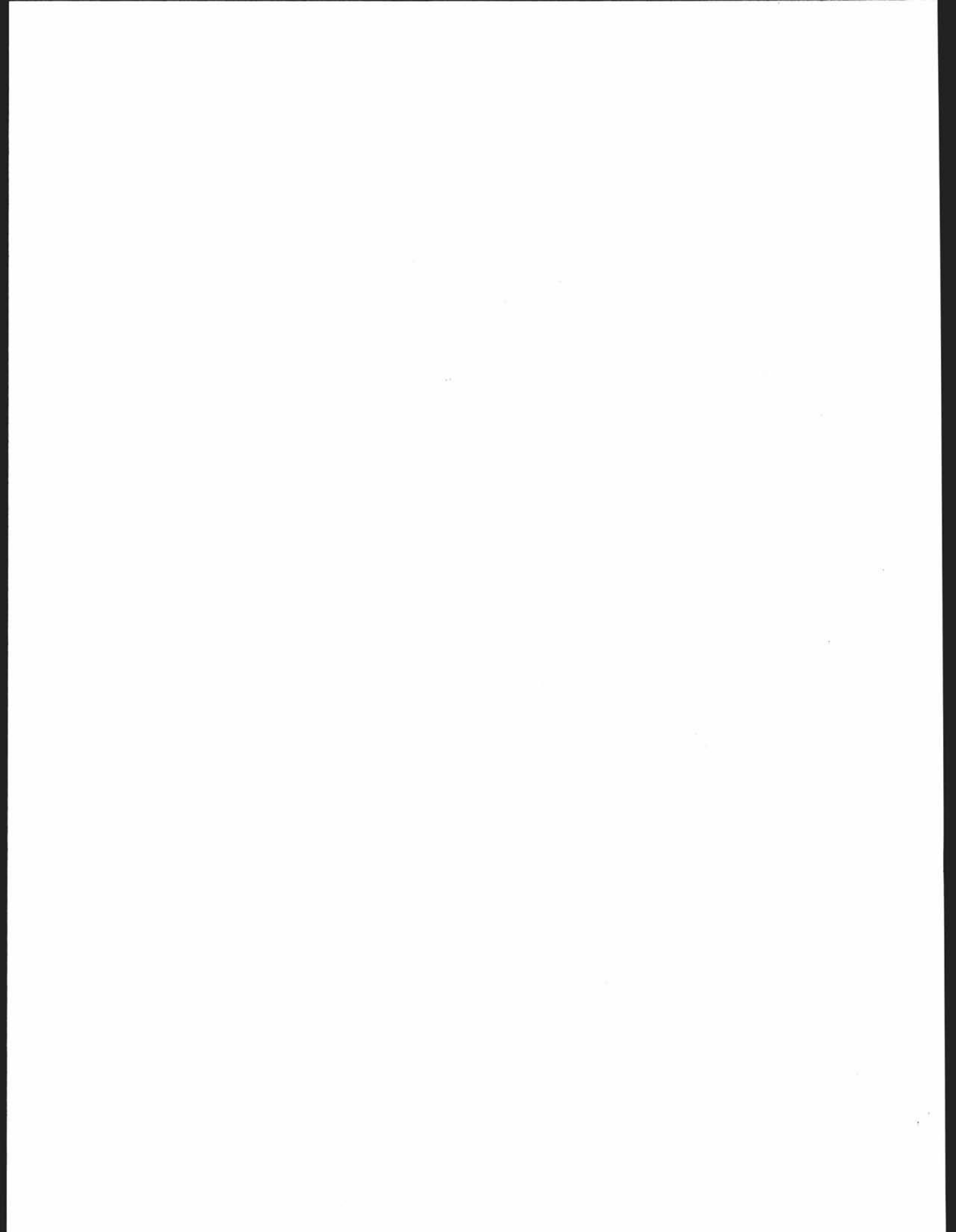


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THE BOARD OF TRUSTEES
OF
HENRY FORD COMMUNITY COLLEGE
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AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS
LOCAL 71, AFL-CIO**

1999-2002

This agreement is made by and between the Board of Trustees of Henry Ford Community College and the Henry Ford Community College Administrators' Association, AFL-CIO.

ARTICLE I — ASSOCIATION-BOARD RELATIONS

A. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all College personnel employed by the Board as administrators, supervisors, or managers, excluding the President of the College, Vice President/Director of College Relations, Vice President/Dean of Students Services, Vice President/Dean of Career Education, Vice President/Dean of Academic Education, Vice President/Controller, Executive Director of the College Foundation, Director of Human Resources, Human Resources Supervisor/Affirmative Action Officer, and all unclassified secretaries.

B. FAIR PRACTICES AND AFFIRMATIVE ACTION

1. The Association agrees to maintain its eligibility to represent all members of its bargaining unit by continuing to admit persons to membership in the Association without discrimination on the basis of age, race, creed, color, national origin, sex, handicap, marital status, political affiliation or belief, and to represent equally all members of the unit without regard to membership or participation in, or association with, the activities of any professional organization.
2. The Board agrees to continue its policy of not discriminating against any administrator on the basis of age, race, creed, color, national origin, marital status, sex, handicap, organization affiliation, political affiliation or belief.
3. The Association supports the Board's commitment to the principles of affirmative action in recruitment and hiring of College teachers and College administrators, as set forth in the current College Affirmative Action Policy.

C. DEFINITIONS

In the applications and interpretation of the provisions of this Agreement, the following definitions shall apply:

1. Board shall mean Board of Trustees of Henry Ford Community College or its designated agents.
2. Association shall mean the Henry Ford Community College Administrators' Association.
3. As used in this Agreement, the term "administrator" shall mean administrator, manager, or supervisor employed at the College.
4. Exempt administrators shall mean administrators listed in the Recognition Clause.
5. President shall mean the President of the College or his/her designated agents.
6. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural.

D. AGENCY SHOP

1. Within thirty (30) days after the commencement of employment, each administrator, as a condition of employment, shall:
 - a. tender the current membership dues to the Association, or
 - b. in the alternative, tender a representation fee to the Association in such an amount as the Association may prescribe (but in no event shall such amount exceed the current dues required of Association members).
2. After the conclusion of the prescribed time period, the Association may certify to the board the name of any administrator who has failed to exercise one of the options set forth above. Such certification shall include a statement of the Association's good faith attempt to inform the administrator in writing of the options available and of the administrator's refusal to exercise either of them.
3. After receiving the Association's certification, the Board shall notify such administrator in writing that his/her administrative contract with the College shall be terminated unless he/she exercises one of the options set forth above within thirty (30) days after receiving notification of dismissal from the Board. It is understood that the Association's certification to the Board must be received no later than ninety (90) days prior to June 30.

4. Any administrator dismissed under the provisions of this section and who, at a later date, is re-hired shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the Association when such administrator left the College, provided that the Association certifies to the Board, no later than thirty (30) days after such administrator's dismissal takes effect, the total amount of unpaid dues or representation fees. Such certification shall include a statement of the administrator's refusal to pay.
5. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or forms of liability that arise out of or by reason of action taken or not taken for the purpose of complying with any of the provisions of this section.

E. DUES OR SERVICE CHARGE CHECKOFF

1. During the life of this Agreement, the Board shall deduct one month's current uniform and periodic Henry Ford Community College Administrators' Association dues or service charge from the monthly contractual pay of each administrator who voluntarily executes and delivers to the Board a form authorizing such deductions.
2. The following certification form shall be used by the Association when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the membership dues or service charge payable under the current collective bargaining agreement is _____ percent of the administrator's monthly contractual salary per month for the months July through June.

Date _____

Signature _____
Association Financial Officer

Date of Delivery to Board _____

3. Payroll deductions shall be made only from the pay due administrators on the regular pay day of each calendar month; provided, however, the initial deduction for any administrator shall not begin unless both (a) voluntary authorization for deduction of Association dues or service charge and (b) the certification of the Association's financial officer as to the amount of the monthly Association dues or service charge have been delivered to the Board at least fifteen (15) calendar days prior to the regular pay day of the calendar month on which the change is to become effective.

4. An administrator may revoke the "Voluntary Authorization" for deduction of Association service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Association. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the regular pay day of the calendar month.
5. All sums deducted by the Board shall be remitted to the financial officer of the Association once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions are made, together with a list of names and the amount deducted for each administrator for whom a deduction was made.
6. The Board shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the administrator. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.
7. The Board agrees that it shall not, during the life of this Agreement, deduct dues or service charges from administrators for any organization other than Henry Ford Community College Administrators' Association.

ARTICLE II — ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

A. ADMINISTRATION OF COLLECTIVE BARGAINING CONTRACTS

It shall be the responsibility of each administrator to administer equitably and properly the provisions of all collective bargaining contracts entered into by the Board and in force at the College.

Members of the bargaining unit may make suggestions to their exempt administrators regarding negotiations of those contracts they are expected to administer.

B. COMPLAINTS

In order to encourage the harmonious and expeditious resolution of complaints against administrators, it is agreed that no decision shall be made before the administrator is notified of the complaint and is given the opportunity to clarify the circumstances leading to the complaint.

Parties to this agreement concur that complaints shall be dealt with in the following manner and in a timely fashion:

1. When the exempt administrator receives a complaint from any individual against any administrator under his/her supervision, the matter shall be referred directly to the administrator against whom the complaint was lodged or, if appropriate, to the Human Resources Supervisor/Affirmative Action Officer.
2. If the administrator is unable to resolve the complaint, the matter shall be referred in writing to the appropriate exempt administrator with all pertinent information, including the administrator's position in the matter.
3. The administrator against whom the complaint was lodged shall be presented with all appropriate information garnered from involved parties. The administrator against whom the complaint was lodged shall have the opportunity to meet in person with the exempt administrator to present his/her response to the complaint.
4. The exempt administrator, after considering all information available, shall submit his/her decision in writing to the involved administrator, with a copy to the President. If the President thinks the complaint of sufficient importance to the College to require his decision, he shall render such in writing to the involved administrator, and his decision shall be final. If the President chooses not to act, the decision of the exempt administrator shall stand as final.

In any interviews required of the administrator in this procedure, he/she may be accompanied and represented by the Association.

C. JUST CAUSE

Discipline or discharge of administrators who have successfully completed a three (3) year probationary period may be imposed only for just and reasonable cause.

Severance of an administrator for abandonment of duties shall not be subject to the provisions specified above nor to the provisions of the grievance procedure.

Severance of an administrator for abandonment of duties shall occur when an administrator fails to report to work for a period of five (5) consecutive work days without notice, provided the College has sent a certified "next day mail" letter requesting return to work to the administrator's last address on file with the College, and provided the administrator has no reasonable explanation for failure to notify the College of the reason(s) for absence.

D. PROBATIONARY PERIOD

All newly hired, elected, or appointed administrator shall serve a three (3) year probationary period. The primary emphasis in the first two years of probation shall be on evaluating performance of administrative duties. In the final year of probation, there shall be continued emphasis on evaluating performance of professional duties with equal emphasis on

participation in the governance structure of the College and other appropriate community involvement. All decisions regarding the continuation or renewal of a probationary administrator's contract shall not be subject to just cause provisions of this agreement nor shall these decisions be subject to the grievance procedure.

Procedural issues regarding evaluation of probationary administrators shall be determined in consultation with Association representatives.

E. ADMINISTRATOR'S PERSONNEL FILE

1. It shall be the right of any administrator to examine his/her personnel file upon request. The administrator shall receive a copy of any material, other than confidential references and other initial employment documents, when it is placed in his/her personnel file and shall be given the opportunity to react in writing as an attachment to the material.
2. It is understood that confidential credentials from educational institutions and personal references are not subject to examination and may be removed prior to examination by the administrator.

F. EVALUATION

Each administrator shall be evaluated annually by the administrator's immediate supervisor(s). The exempt administrator shall review and sign all of the evaluations within his/her division of the College.

G. CONFLICT OF INTEREST

In order to foster participation in the shared governance structure of the College and to avoid potential conflicts of interest, full-time administrators shall not accept employment for compensation from an employer, other than the College; receive fees for professional/technical services; or conduct business-related activity for monetary gain during the regular College day.

Exceptions to this Article shall be granted by the College President after consultation with the Association, provided the administrator can demonstrate: (1) the activity does not interfere with the administrator's responsibilities, and (2) there is no conflict of interest between the activity and the administrator's employment at the College.

H. INTELLECTUAL PROPERTY

Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of an administrator's employment at the College, and any proceeds deriving therefrom, shall remain the property of the administrator, unless the product is produced at the direction of the College and the College dedicates funding to underwrite the development of the product. In such event, the administrator and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing the ownership of the product and proceeds therefrom.

ARTICLE III — BOARD OF TRUSTEES' RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV - ADMINISTRATIVE ASSIGNMENTS

The Board and the College administration agree that all positions shall be staffed by the most competent and qualified persons who can be procured for them within a reasonable length of time.

A. APPOINTMENT TO ADMINISTRATIVE POSITIONS

The composition of the selection committee for non-elected administrators shall include a minimum of one non-elected member of the Association.

Final selections and recommendations to the Board for appointments to administrative positions rest with the President.

B. ADMINISTRATIVE TRANSFER

The following procedure provides for the transfer of administrative personnel to other functions.

1. An administrator who has sufficient teacher tenure and/or seniority shall have the option to transfer to teaching.
2. It is also understood that exempt administrators, including the President, shall make a good faith attempt to place, when necessary, an administrator in a non-administrative position for which the administrator is qualified, but may lack tenure and/or sufficient seniority.

The efforts of the exempt administrators to facilitate the move of an administrator to a non-administrative position shall include a good faith attempt at placement in positions currently held by part-time employees.

C. ADMINISTRATIVE REORGANIZATION, REASSIGNMENT, AND TEMPORARY APPOINTMENT

1. When an administrative vacancy occurs or a new position is created, the President may fill the position temporarily by reassigning an administrator after consultation with the Association President. Such an assignment shall be for no longer than twelve (12) consecutive calendar months beginning with the effective date of the assignment.
2. Even though a vacancy does not exist, the President may effectuate temporary or permanent administrative transfers for the good of the College after consultation with the Association President.
3. Recommendations to the Board for appointments to administrative positions rest with the President.
4. In the event of the extended absence of an administrator because of illness, the College President, after consulting with the Association President, may appoint a qualified administrator to assume the responsibilities of the absent administrator.

If an administrator is appointed to assume the responsibilities of an absent administrator, the appointed administrator shall be compensated by being placed on his/her current step of the salary schedule, at the salary grade of the absent administrator, or by remaining on step and grade, whichever shall provide the higher compensation.

If a teacher is appointed to assume the responsibilities of an absent administrator, the teacher's extra hours of administrative work shall be compensated for at the non-teaching extra-contractual rate for thirty (30) work days.

Should the teacher's appointment be for more than thirty (30) work days, on the thirty-first work day of the appointment, the teacher shall be placed on the appropriate level of the administrators' salary schedule and shall be compensated accordingly. He/she shall also be required, effective this date, to comply with agency shop provisions of the contract.

If the President chooses to appoint to the temporary vacancy someone who is not a current administrator or teacher, that person may assume the responsibilities of an absent administrator for a period of thirty (30) work days. The appointed person shall be compensated by being placed on the appropriate step of the salary schedule, at the salary grade of the absent administrator. Should the appointment be for more than thirty (30) work days, on the thirty-first work day of the appointment, the person shall be required to comply with agency shop provisions of the contract.

As a temporary member, this individual has all of the rights and responsibilities as outlined in the contract, but is not subject to administrative transfer provisions of this contract. This individual shall be subject to termination at the end of the period specified in the individual contract without recourse to any of the reduction and recall provisions of the contract.

This arrangement shall remain in effect until the return or termination of employment of the absent administrator.

D. REDUCTION AND RECALL

1. If, in the opinion of the President, it should become necessary to reduce the number of College administrators, the President shall inform the Association of the need for and the effect of such reductions before implementing the reduction.
2. Administrators on approved leaves of absence at the time staff reductions are determined shall be considered on the same basis as administrators currently on duty.
3. Any reduction in the number of administrators shall be accomplished by implementing the administrative transfer provisions of the contract.
4. If the reduction in the number of administrators cannot be achieved by implementation of the administrative transfer provision of the contract, the President shall select for retention those administrators with the greatest College administrative experience, unless other factors are judged to be of greater importance and value to the College; such factors shall include the requirements of the position to be filled, appropriate training and experience, valid certification where needed, and quality of past administrative service at the College. If the administrator to be retained has less College administrative service than one to be released, the President shall, upon request, explain confidentially to the Association and the administrator to be released the reasons for the decision.
5. Any administrator released because of reduction in staff, including abolition of positions, shall be offered the next vacant administrative position for which the administrator is qualified and certified provided such vacancy occurs within two (2) years of administrator's release.

The College shall make reasonable efforts to notify a laid off administrator of recall opportunities. Written notification shall be sent by certified mail to the administrator's last known address. Should the administrator fail to respond within five (5) days of date of notification and indicate willingness to return to full-time employment status, that administrator shall forfeit the right to be recalled to employment.

6. Administrative reorganization, reclassification, reassignment, reduction, or recall shall not be subject to the grievance procedure; the matter of process connected with any of these actions may be subject to the grievance procedure.

E. RECLASSIFICATION OF SALARY SCHEDULE PLACEMENT

1. The President and the Association president shall meet and confer on the appropriate salary schedule placement for any not existing position within the bargaining unit.
2. The reclassification process shall be concerned solely with the determination of appropriate salary schedule placement of a bargaining unit member.
3. The Reclassification Committee shall consist of three (3) members appointed by the President, one of whom shall serve as chairperson, and three members appointed by the bargaining unit.
4. The process for reclassification shall be as follows:
 - a. An Association member may initiate a request for reclassification by filing with the chairperson the appropriate form with the necessary documentation.
 - b. The Reclassification Committee shall meet within fifteen (15) working days of the filing of the request.
 - c. The applicant shall be allowed to be present during the information gathering phase and shall be excused before any vote is taken. Supplemental information may be requested by the Reclassification Committee.
 - d. At the conclusion of deliberations, the Committee shall vote by secret ballot with the ballots being tallied by the chairperson and verified by a designated Association member serving on the committee. The vote of the committee shall be considered an advisory vote and shall be presented to the College President for consideration in recommending a salary status change to the Board. The minutes of the meeting shall be forwarded to the Association President.

F. EXTRA-CONTRACTUAL ASSIGNMENTS

1. No administrator shall be denied the opportunity for extra-contractual assignments which are available and which do not interfere with normal administrative duties.
2. When extra-contractual assignments of a non-teaching nature are assigned by an exempt administrator, the following procedure is to be followed:

- a. Qualified administrators in the division which is offering the assignment.
 - b. Qualified administrators in the College.
 - c. Qualified members of the College Organization.
3. The acceptable extra-contractual assignment for an administrator shall be no more than twelve (12) contact hours per academic year, including summer sessions, with a maximum of six (6) contact hours per semester. These assignments may consist of any combination of teaching and non-teaching duties. Exceptions are made only upon recommendation of the Vice President/Dean and approval of the College President and the Association President.
 4. For the purpose of computing the number of contact hours per academic year, two (2) clock hours for non-teaching duties shall be the equivalent of one (1) contact hour. Teaching duties shall be computed using standard contact hours for that assignment.
 5. Compensation for extra-contractual teaching assignments for administrators shall be the same as that which would be paid if a full-time teacher with identical credentials were to be given the assignment. Effective for the 1999-2000 contract year, compensation for extra-contractual administrative assignments shall be 1/1927 of the administrator's contractual salary.

Effective for the 2000-2001 contract year, compensation for extra-contractual administrative assignments shall be 1/1975 of the administrator's contractual salary.

Salaries for part-time, non-faculty professional employees not represented by the Association shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against members of the Association.

ARTICLE V - LEAVES

- A. **Definition:** Provisions of the Family and Medical Leave Act notwithstanding, a leave is a Board-approved absence without pay (except for sabbatical), granted to a non-probationary administrator with provisions for certain rights and responsibilities before, during, and following such absences.
- B. **Requests:** In order for a leave request to be given consideration, it must be submitted to the President's Office in writing, and within prescribed time limits, if applicable for the type of leave requested.
- C. **Expiration:** A leave may be rescinded or terminated before the normal expiration date only by mutual agreement between the administrator and the Board.

D. Payments: Except as specifically provided, no payment of any kind shall be made to or for any administrator while on a leave covered by this Agreement.

E. Return: An administrator shall be eligible to return to the position after an approved leave of one (1) years or less, subject to the reduction and recall provisions of the contract.

If the leave extends beyond a one (1) year period, return shall be to a comparable position at the College, if such a position is available and if the administrator is qualified for the position.

F. Classification: Leaves shall be classified as Professional, Personal, or Civic as follows:

1. Professional:

- a. Advanced Study
- b. Sabbatical
- c. Leave for National or State Union Duty
- d. Leave for Professional Organization
- e. Other Professional Leaves

2. Personal:

- a. Extended Health Leave
- b. Care of Family Leave
- c. Child Care Leave
- e. Other Personal Leaves

3. Civic:

- a. Military and Peace Corps
- b. Public Service
- c. Temporary Military Leave
- d. Other Civic Leaves

G. PROFESSIONAL LEAVES

1. General Provisions

- a. An administrator returning from a Professional Leave of not more than one (1) year shall have the right to return to the position left subject to the reduction and recall provisions of the contract.
- b. Upon return from Professional Leave during which the conditions of such leave have been fulfilled, an administrator shall receive any regular scheduled salary increases granted to administrators in service, including increments, and shall receive any general salary adjustments which may be effected.
- c. Request for extension of leave of absence must be made in writing by November 1 or March 1. Failure to request extension within the time limit prescribed shall constitute termination of leave. Failure either to secure extension of leave or to return to employment upon termination of leave shall constitute termination of employment.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of such leave.
- e. An administrator who has been on a Professional Leave shall be eligible for another Professional Leave, other than a Sabbatical Leave, three (3) years after return.
- f. Application for Professional Leave shall be filed in the President's Office not later than March 1 or November 1 preceding the semester that the leave shall become effective.
- g. Notices received by exempt administrators relative to opportunities for Professional Leaves should be made available to administrators.
- h. However, administrators on approved leaves of absence, as provided in this contract, may retain any or all of the group insurance coverages at the group rates, provided full reimbursement is made to the College Payroll Office by the administrator on a monthly basis.

2. Specific Provisions

a. Advanced Study Leave

- (1) Any administrator with a minimum of three (3) years of active service as an administrator at the College may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon recommendation by the President. Any extension of time shall be made only by special action of the Board.
- (2) Upon return from Advanced Study Leave, the administrator shall submit a report to the President. If an abuse of the leave's purpose is apparent, it shall be treated as a Personal Leave with no increment accruing.

b. Sabbatical Leave

An administrator shall be eligible for a Sabbatical Leave upon completion of seven (7) or more full contract years of continuous service at the College, at least two of which must be as an administrator. The purpose of Sabbatical Leave shall be for professional study, work on publications, educational travel, travel combined with study, research, or other purposes which, in the opinion of the President, will improve the administrator professionally or which will be of practical value to the College. If a Sabbatical Leave is granted, the administrator shall receive one-half (1/2) salary current at the time leave begins for the period of the leave, which shall not exceed one (1) year.

- (1) A request for Sabbatical Leave must be submitted on the "Sabbatical Leave Application" form. The form may be obtained in the office of the exempt administrator and is to be returned to that office by March 1 of the year of requested leave. The exempt administrator shall forward the application to the President's Office.
- (2) The number of administrators on Sabbatical Leave at any one time shall not exceed two (2). An administrator shall not be entitled to more than one (1) Sabbatical Leave in any seven (7) year period.
- (3) An administrator while on Sabbatical Leave shall not engage in remunerative work without the approval of the President. Scholarships, grants, and fellowships in approved colleges and universities are excepted.
- (4) Upon accepting a Sabbatical Leave, an administrator shall certify to the College intention to return to the position with the College for a period of at least one year.

- (5) Should the administrator not remain with the College for the required period, the College shall be repaid the full amount received in Sabbatical Leave compensation.
- (6) All insurance benefits shall be continued during the Sabbatical Leave as though the administrator were on regular assignment.
- (7) An administrator on Sabbatical Leave shall be entitled to and shall receive all improvements to compensation for the subsequent year granted to other administrators.

c. Leave for National or State Association Duty

- (1) Upon approval of the Board, an administrator may be granted leave for national or state association duty provided that such duty is full-time. The administrator shall notify the Board in writing on being selected for such a position, and in no case shall the administrator take leave of administrative duties unless at least thirty (30) working days have been provided to locate a replacement.
- (2) No more than one (1) administrator shall be allowed such leave in any one year.
- (3) Notification of the administrator's intent to return from such leave shall be made in writing to the President's Office by November 1 or March 1.
- (4) An administrator on such leave shall receive no pay from the College Board of Trustees.
- (5) An administrator returning from such leave after a period of less than one (1) year shall be placed on the salary step which would have been attained had leave not been taken.
- (6) An administrator who returns from this type of leave of absence after a minimum time of one (1) year shall receive during the subsequent contractual year, the salary of the step above that which was occupied in the last year of active service.
- (7) Accumulated benefits are carried forward from effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of the leave.

d. Leave for Professional Organization

- (1) Upon approval of the Board, an administrator may be granted a leave to serve a term of office for an educational organization, recognized by the appropriate group it represents, provided such service is on a full-time basis. Such leave shall be for a single term of office and must have Board approval for any extension beyond that term.
- (2) No more than one (1) administrator shall be allowed such leave in any one year.
- (3) Notification of the administrator's return from such leave shall be made in writing to the President's Office by November 1 or March 1.
- (4) An administrator on such leave shall receive no pay from the College Board of Trustees.
- (5) An administrator returning from such leave after a period of less than one (1) year shall be placed on the salary step which would have been attained had leave not been taken.
- (6) An administrator who returns from this type of leave of absence after a minimum time of one (1) year shall receive during the subsequent contractual year the salary of the immediate next step above that occupied in the last year of active service.
- (7) Accumulated benefits are carried forward from effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of the leave.

- e. Requests for Professional Leaves not specifically referred to in this Agreement will be forwarded to the President's Office for consideration.

H. PERSONAL LEAVES

1. General Provisions

- a. Personal Leaves may be granted to administrators for six (6) months or twelve (12) months upon request subject to the approval of the President and the Board.
- b. Requests for Personal Leave should be submitted in writing to the President's Office, accompanied by appropriate documentation as indicated by the specific type of Personal Leave.

- c. An administrator who returns from a Personal Leave of Absence shall receive, during the subsequent contract year, the salary of the immediate next step above that occupied in the last year of active service.
- d. Request for extension of Personal Leave or notice of intention to return must be made in writing to the President's Office. When the leave is to end June 30, notice shall be submitted by April 1. When the leave is to end on December 31, notice shall be submitted by October 1. Notification by these dates shall not be required when circumstances clearly preclude the opportunity of such notice.
- e. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of such leave.

2. Specific Provisions

a. Extended Health Leave

- (1) Leave may be granted based on mental or physical illness of an administrator.
- (2) Request for Extended Health Leave shall be accompanied by a written statement from the attending physician indicating basis for leave request.
- (3) Requests for return from Extended Health Leave must be accompanied by a written statement from the attending physician stating the administrator's fitness to return to employment.

b. Care of Family Leave

- (1) Leave may be granted to administrators to care for ill members of the immediate family. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and spouse's father, mother, brother, sister, or live-in associate.
- (2) Request for Care of Family Leave shall be accompanied by sufficient proof of necessity for leave, including a statement from the attending physician.

c. Child Care Leave

- (1) An administrator who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave.
- (2) Request for a Child Care Leave shall be submitted in writing to the President's Office ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
- (3) Child Care Leave, when granted, shall initially be for up to one year from the date leave begins.
- (4) Request for renewal must be made to the President's Office in writing at least ninety (90) days before the expiration date of the leave.
- (5) Return from Child Care Leave, other provisions of this contract notwithstanding, shall be to a comparable position at the College if such position is available and if the administrator is qualified for the position not later than one (1) year from the date leave began. Failure to request renewal, and/or failure to notify the President's Office in writing of intent to return, at least ninety (90) days prior to the expiration date of the leave, in response to notification by the Human Resources Office, shall constitute termination of employment.
- (6) A return from Child Care Leave prior to the expiration of the leave may occur only with the consent of the administrator and with the approval of the President.

d. Other Personal Leaves

Requests for Personal Leaves not specifically referred to in this Agreement shall be forwarded to the President's Office for consideration.

I. CIVIC LEAVES

1. Military and Peace Corps Leaves

- a. Any administrator who may enlist or be conscripted into the Armed Forces of the United States or the Peace Corps or be called to active duty in the military service shall be reinstated as a regular employee in the administrative staff with full credit, including the annual increment(s) under the administrative salary schedule.
- b. Request for return from leave must be made in writing by November 1 or March 1.

- c. Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the administrator's military obligation.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of such leave.

2. Leave for Public Service

- a. Upon approval of the Board, an administrator may be allowed to serve the term of office to which elected, reelected, appointed, or reappointed at any level of government. Such leave shall be granted for a single term of office and must have Board approval for any extension beyond that term.
- b. No more than one administrator shall be allowed such leave in any one year.
- c. Notification of the administrator's return from such leave shall be made in writing to the President's Office by November 1 or March 1.
- d. An administrator on such leave shall receive no pay from the College Board of Trustees.
- e. An administrator returning from such leave after a period of less than one (1) year shall be placed on the salary step which would have been attained had leave not been taken.
- f. An administrator who returns from this type of leave of absence after a minimum time of one (1) year shall receive during the subsequent contractual year, the salary of the immediate next step above that occupied in the last year of active service.
- g. Accumulated benefits are carried forward from effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of the leave.

3. Temporary Military Leave

When an administrator must take a temporary Military Leave (not to exceed fourteen (14) work days) during the contractual year, the College Board of Trustees shall compensate the administrator involved for the difference between the administrative pay for the period of service and the military pay for the weekdays of military service during the contractual year, and shall provide a substitute for the position, if necessary. Satisfactory arrangements shall be made prior to the leave and in conference with the President so that vital administrative staff functions remain uninterrupted.

J. OTHER LEAVES

Requests for leaves of absence not specified as professional or personal leaves and not provided for under policy shall not be granted except when circumstances arise which the Board of Trustees, on recommendation of the President, believes warrant granting of a personal leave for confidential reasons not specified in this contract.

ARTICLE VI — ABSENCES OTHER THAN LEAVES

A. PERSONAL ILLNESS AND EMERGENCIES

1. Each administrator shall be credited with one (1) day of sick leave for each month of employment effective at the beginning of each contractual year. These days may be used for personal illness and emergencies and shall be taken in half- or one-day units.

The days so credited shall be non-cumulative for those administrators who have attained 120 accumulated sick leave days.

2. All sick leave in excess of that credited shall be charged against the balance accumulated up to and including June 30, 1999. When all accumulated sick leave has been exhausted, the administrator shall be entitled to Weekly Accident and Sickness Benefits and, when applicable, Long-Term Disability Benefits.
3. Credited sick leave days may be used prior to being earned; however, any unearned sick days that have been so used shall be deducted from the final pay in case of termination of employment. For purposes of the computation of a day's pay the fraction of 1/240 of annual salary for 48-week administrators and 1/225 for 45-week administrators will be used.
4. Administrators who are employed extra-contractually during the normal College year may use contractual sick days for absences from extra-contractual assignments due to illness. It is understood that no more than five (5) contractual sick days may be used in any College year for extra-contractual absences which do not occur on days of contractual absences.

Contractual sick days used for extra-contractual absences shall be granted in one-half (1/2) day units per extra-contractual class session. For work prescribed on other than a class contact hour basis, contractual sick days used for extra-contractual absences shall be granted in one-half day units per extra -contractual assignment of three (3) hours or less.

5. An administrator who is absent because of illness for five (5) or more consecutive work days shall furnish a physician's statement to the Human Resources Office verifying illness and certifying the administrator's physical capability to return to work.

6. Emergencies shall be:

- a. Quarantine of administrator or administrator's living quarters.
- b. Death in the immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relatives-in-law, or live-in associates.)
- c. Required court appearance, not to exceed ten (10) days in any one contractual year.
- d. Care for a member of the immediate family when no other arrangements are possible, not to exceed ten (10) days in any one contractual year.
- e. Any request for an extension of time with regard to Items c. and d. above shall be made in writing to the College President and shall be subject solely to his consideration.

B. PERSONAL BUSINESS

1. Each administrator shall be granted up to five (5) days per contractual year for personal business. These days are provided the administrator to take care of important personal matters that cannot be taken care of outside of regularly scheduled hours. These days are non-cumulative.
2. Such days shall not be taken in conjunction with non-paid, non-work days or holidays except with the permission of the exempt administrator.
3. Up to two (2) unused personal business days may be used for extra-contractual assignments; one-half (1/2) personal business day shall be equivalent to one (1) class session.
4. Any unused personal business days shall be added to an administrator's cumulative sick leave.

C. RELIGIOUS OBSERVANCE

All administrators shall be granted such days as may be required by their religion for holy observance and abstention from work. Such days shall be deducted from sick leave accumulation. If an administrator has no accumulated sick leave, he/she shall forfeit a day's pay for each day of work missed.

D. HOLIDAYS

There shall be no deduction of days from the administrator's sick leave accumulation for the following holidays: Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, and Memorial Day. The Association shall be consulted concerning the establishment of the College calendar before the calendar is agreed to with other bargaining units.

E. JURY DUTY

Administrators shall be allowed to serve on juries during the contractual year when required to do so, and there shall be no financial penalty attached to such service. However, the Board shall be obligated to pay only an amount equal to the difference between the administrator's daily salary rate and the daily jury duty fee paid.

F. CATASTROPHES

No administrator shall suffer loss of pay or deduction from sick leave days in the event a general catastrophe (such as extremely severe snow storm) makes it impossible to report. Existence of catastrophe shall be determined by the president.

G. ABSENCES OTHER THAN LEAVES

An Association member may take no more than two (2) days per fiscal year for Association-connected business. The Association shall reimburse the College for any additional days. Association-connected business, for purposes of this article, shall not apply to preparation for or conduct of negotiations.

H. OTHER ABSENCES

Absences during the contractual year for reasons other than those listed in this section shall not be permitted unless requested in writing in advance by the administrator and approved by the President.

ARTICLE VII — DETERMINATION OF INCAPACITY

Any administrator may be required to take involuntary leave when it has become apparent to the President that the individual is no longer able physically and/or mentally to discharge the duties of his/her position in a competent professional manner.

- A.** The President may require in writing that any administrator take a physical or mental examination at Board expense, the results of which may be used for determining involuntary leave.

- B.** When the examination is received, reviewed, and evaluated, the administrator may submit to an examination by a physician of the administrator's choosing at the administrator's expense. If the two reports are in conflict, a third physician shall be mutually agreed upon and the costs of this third examination shall be shared by the administrator and the College.

It is understood that the costs assumed by the parties are those which remain unpaid by insurance coverage.

- C.** Examinations may be required as often as is deemed essential to the physical or mental welfare of the individual administrator involved.
- D.** The administrator requesting in writing return from involuntary leave may return only upon the recommendation of the President following a re-examination according to the procedures outlined.
- E.** Time for such an involuntary leave shall not be credited toward salary schedule increments.

ARTICLE VIII — GRIEVANCE PROCEDURE

A. DEFINITION OF GRIEVANCE

A grievance is an allegation of violation, misapplication, or misinterpretation of specific provision(s) of this contract.

B. STATEMENT OF BASIC PRINCIPLES

Administrators who feel aggrieved as a result of the violation, misapplication, or misinterpretation of specific provision(s) of this contract shall pursue the following procedure:

Step 1. The working administrator shall meet with the immediate supervisor or exempt administrator within twenty (20) work days following the event prompting the grievance. At this meeting, the working administrator shall present a written statement of the grievance on the proper form, available from the Association President. However, should the event prompting the grievance occur while an administrator is not working, the twenty (20) work day period shall commence on the day of return to work. If the matter is not here resolved, the grievance shall be moved to the next step within five (5) work days after the meeting.

Step 2. If the Step 1 meeting was not with an exempt administrator, the written grievance shall be sent to the exempt administrator by the Association, and the exempt administrator shall render a written response within ten (10) work days of receipt of the written grievance.

Step 3. The President shall meet with the grieving administrator within fifteen (15) work days after receipt of the written grievance at this level. The President shall answer in writing within ten (10) work days following the meeting. If the matter is not resolved, it shall be referred to the next step by the grieving administrator within ten (10) work days of the administrator's receipt of the President's written answer.

Step 4. Final Stage — Arbitration.

If the Association is dissatisfied with the decision of the President, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President within ten (10) working days after the Association's receipt of the decision of the President. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association.

The fees and expenses of the arbitrator shall be shared equally by the Board and the association. The arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

The arbitrator's award shall be final and binding on the fifteenth (15th) day following its delivery to both parties.

At any step in the grievance procedure, representatives from the Association may be present. A grievance not initiated, or taken from one step to the next, within the time limits above specified, shall not be considered. A grievance not answered within the time limits above specified may be referred by the administrator to the next step within the same time limits as would have pertained had the grievance been timely answered. Time limits may be extended by mutual written agreement of both parties.

ARTICLE IX — ADMINISTRATIVE WORK PERIODS

- A. The work year shall be of forty-eight (48) weeks or forty-five (45) weeks duration apportioned over the year from July 1 to the following June 30.
- B. Holidays listed in this contract shall be part of the contract year, and administrators shall be paid should the observance of such holidays fall on days that are normally work days. Administrators shall also be paid for what would normally be work days if the College is closed because adequate operating and maintenance personnel are not available to make productive occupancy feasible. The President shall announce such closings.

- C. Setting aside the days cited as holidays in the contract, for purposes of calculations, the difference between the work days in fifty-two (52) weeks and those in forty-eight (48) weeks is twenty (20) days excluding weekends. The difference in the number of such days between fifty-two (52) weeks and forty-five (45) weeks is thirty-five (35) days. These days shall be identified as non-work days. Administrators shall not be paid for any portion of these non-work days.
- D. Non-paid, non-work days accrued to the administrator must be taken in the year accrued. However, the administrator may request of the Director of Human Resources, through the appropriate vice-president, permission to carry forward into the subsequent contractual year no more than ten (10) unused non-paid, non-work days. Such request must be made prior to May 15. The decision of the Director of Human Resources is not subject to the grievance procedure.
- E. If an administrator terminates employment during a contract year, he or she may take only as many non-paid, non-work days as have been earned on a proportional basis up to date of termination.
- F. The professional discretion of administrators in scheduling their hours of work shall be respected; however, an administrator wishing to follow a schedule which varies more than moderately from current practice, must have prior written consent of the immediate exempt administrator. If in order to perform the professional responsibilities designated in the job specifications of the position held, an administrator works additional hours or days, there shall be no additional compensation for those periods.

ARTICLE X — HOSPITAL-SURGICAL-MEDICAL INSURANCE

The Board shall provide coverage for hospital-surgical-medical benefits. Coverage, whosoever the carrier, shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF #2 and Master Medical, including Option II, and the surgical-medical expense benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical, and the following riders:

AS1	COB3	GCO	OPPC	PTS	SOT
ASFP	DC	GLE2	PCES1	RAPS	SUBRO2
BMT	D45NM	HCB1	PCES-2	RDC	TSA
CC	EF	HMN	PPNVI	RM	XF
CLC	EMBT	ML	PRE-100/20	RPS	XTMJ
CNM	ESRD	NC	PTB	SATIII	
CNP	FAERC	OPC	PTFS	SD	

Master Medical Supplemental Benefit Certificate Option II:

MMC-BL2	MMCXTMJ	RAPS2	NIMC-PI
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The Board shall provide prescription drug coverage with a \$5.00 co-pay for all prescriptions. Coverage shall include a generic equivalent provision and birth control coverage.

The coverage for which the Board shall contribute under the foregoing may be, at the administrator's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children nineteen (19) years of age and under). Coverage shall only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Human Resources Office.

For those administrators who do not desire the above coverage and for all administrators newly hired by the College during the first four (4) years of employment at the College, the Board shall make monthly contributions to an approved health maintenance organization (HMO) or Preferred Provider Option (PPO) on behalf of subscribing administrators, while on the payroll, towards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage shall be the equivalent of the above benefits insofar as is possible. After completion of the four (4) years of service, administrators may select the traditional coverage at the next available open enrollment period.

Administrators may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunity to enroll in either of the above plans shall be provided only during enrollment periods specified by the carrier.

The Board of Trustees shall not be obligated to provide dual or coordinated coverage as it pertains to providing hospital-surgical-medical benefits when both spouses work within the Dearborn Public School System.

Administrators on professional, personal or civic leave may continue, at their own expense, the current health insurance coverage at the group rate, provided the premiums shall be payable to the HFCC Payroll Office one (1) month prior to the date the HFCC Payroll Office must submit payment of premiums.

ARTICLE XI — MEDICAL COVERAGE WAIVER

An administrator who opts not to be covered under the Board's health care coverage will receive compensation as listed below subject to the following conditions:

- A. The administrator must supply to the Human Resources Office written proof of medical coverage with another employer/carrier by September 15 of the year in which application is made.
- B. \$800 in lieu of full family coverage shall be paid June 30 of each contract year.
- C. \$600 in lieu of one-or two-person coverage shall be paid June 30 of each contract year.

ARTICLE XII — DENTAL, OPTICAL, AND HEARING INSURANCE

The Board shall maintain dental, optical, and hearing insurances coverage for administrators comparable to the benefits provided to other professional employees at the College.

Coverage for newly hired full-time administrators shall be effective the first day of the following month after enrollment forms are properly signed and submitted.

ARTICLE XIII — GROUP TERM LIFE INSURANCE

The Board shall provide group term life insurance for each administrator in the amount of two times the administrator's annual contractual salary (2 x salary) to a maximum of \$100,000. The administrator shall enroll and designate a beneficiary(ies) on the proper application form.

Coverage for new administrators shall become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Human Resources Office.

Administrators terminated or no longer receiving payroll checks, except for those administrators covered under the Weekly Accident and Sickness and Long-Term Disability Benefits program below, have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

ARTICLE XIV — WEEKLY ACCIDENT AND SICKNESS AND LONG-TERM DISABILITY BENEFITS

Any administrator who has used the allotted sick days for a given year and has used all accumulated sick leave shall receive Weekly Accident and Sick Leave Benefits and, when applicable, Long-Term Disability Benefits equivalent to those currently provided to a maximum of 70% of the administrator's contractual and extra-contractual salary.

Accidental Death or Dismemberment Benefits

The Board shall pay full premium for accidental death or dismemberment benefits equivalent to the following:

Life Insurance Benefit Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
A hand, foot, or sight of one eye	50%
Thumb or index finger	25%

ARTICLE XV — LIABILITY PROTECTION

The Board shall continue to pay premiums for such liability protection as presently exists. The Board's sole responsibility is the payment of such premiums.

ARTICLE XVI — WORKERS' COMPENSATION

The Board shall carry Workers' Compensation Insurance so that an administrator disabled from an injury or disease due to employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act.

ARTICLE XVII — OTHER COMPENSATION

A. LONGEVITY

Longevity compensation shall be calculated as follows: Beginning with ten (10) years of service and capped at thirty (30) years of service, administrators shall be paid, as part of their contractual salary, three-quarter ($\frac{3}{4}$) day's pay, based upon the current maximum salary (Grade 5), for each year of full-time service in the Dearborn Public School System.

B. PENSION SUPPLEMENT

1. The Board shall budget for each eligible administrator on the payroll a sum of \$1,710 for the purpose of supplementing the administrator's pension through the purchase of a tax sheltered annuity (TSA) or service time in the MPSERS, at the administrator's option. With the exception of administrators appointed to permanent positions prior to June 30, 1994, the supplement of \$1,710 shall begin with an administrator's fifth (5th) year in the Dearborn Public School System.

Beginning with an administrator's tenth (10th) year of service and capped at thirty (30) years of service, the pension supplement shall amount to \$1,710 plus .171% (.00171) of the current Grade 3 maximum salary for each year of full-time service in the Dearborn Public School System.

2. So as to minimize administrative processing of TSA documents, the administrator shall authorize equal monthly TSA payroll deductions by August 1, 1999, based upon the projected years of service and projected value of the administrator's TSA pension supplement during the final year of this agreement, plus any additional TSA contribution the administrator may elect to have deducted.

The administrator shall either authorize equal monthly TSA payroll deductions or shall present the Board with a receipt from MPSERS reflecting the purchase of service time by August 1, 1999. All withholding taxes that may apply to MPSERS reimbursement shall be paid by the administrator. It is understood that an administrator purchasing service time in MPSERS may apply for annual reimbursement until the entire cost of the purchased service time has been reimbursed.

C. PROFESSIONAL IMPROVEMENT FUND

The Board shall appropriate \$3,250 each year for a Professional Improvement Fund to be used to pay for the following professional expenses of full-time administrators: membership dues in professional organizations pertaining to the administrator's responsibilities, purchase of books, periodicals, computer software and computer hardware pertaining to the administrator's responsibilities; and expenses for professional travel and conferences to supplement, but not supplant, funds available from other sources.

A committee composed of an exempt administrator and three Association members shall prepare reasonable rules for and monitoring of the administration of such funds. The Association President shall designate the Association's representatives.

Also, in order to encourage the contribution of time and effort to community and civic organizations that are active in the College service area, the Board shall appropriate \$1,700 each year to be used to pay administrators' membership dues and fees.

D. MILEAGE

The Board shall pay each administrator for approved and required use of an administrator's personal automobile in the course of the performance of official duties. The rate shall be the basic IRS allowable rate as of the preceding July 1.

ARTICLE XVIII — IMPLEMENTATION MEETINGS

Upon request of the Association, the College President shall meet with the Executive Committee of the Association on matters related to the implementation of this Agreement or other matters of mutual concern. Such meetings shall not exceed one per month except by mutual agreement.

ARTICLE XIX — MAIL SERVICE AND FACILITIES

- A. The Association shall have the right to use College mailboxes and the internal mail service for organization material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.
- B. Individual administrators shall not be prohibited from use of the College mail services for Association matters.
- C. The Administrators' Association shall have the right to make judicious use of campus rooms for organizational activities. These shall be used when there are no conflicts.

ARTICLE XX — SEVERANCE PAY

After ten (10) years of services, an administrator who retires or is terminated and the estate of one who dies while employed by the Board shall be eligible for severance pay of 1.6 days pay for each full year of active service in the Dearborn Public School System. Time spent on Professional Leave and Personal Leave, Sabbatical excepted, shall not be counted as active service. For purposes of computation of a day's pay $1/240$ or $1/225$ of annual salary for 48-week and 45-week employees respectively shall be used.

Beginning July 1, 2000, the calculation of severance pay shall be capped at thirty (30) years of service.

ARTICLE XXI – PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL CONFERENCES

Administrators shall be reimbursed for all reasonable expenses incurred traveling to and from and while attending professional conferences approved by the exempt administrator.

B. TUITION/SEMINAR FEE REIMBURSEMENT FUND

1. The Board agrees to allocate \$2,400 per year for the reimbursement of administrators for academic courses or registration fees to approved educational seminars. Individuals receiving reimbursement for academic credit are not eligible for seminar reimbursement. Individuals shall be eligible for only one professional improvement reimbursement per contract year.
2. The academic courses completed must be toward an M.A., Ed.S., Ed.D., or Ph.D. degree or be within or related to the field in which administrator is or may be assigned. Academic courses completed must be from a regionally accredited college or university. Educational seminar content must relate to the area of the administrator's current assignment and approval must be given by the exempt administrator prior to attendance to be eligible for reimbursement
3. In order to receive reimbursement for academic courses, an individual must submit a transcript to the Human Resources Office on or before September 30th of the following year. Seminar fee reimbursement shall be submitted on or before September 30th of the following year. A validated receipt showing exact amount of registration fee paid must be submitted with the request for seminar reimbursement. Payment shall be made within thirty (30) days after the filing deadline.
4. In the event the total of the requests for reimbursement exceeds the amount allocated, payments to each administrator shall be reduced in proportion to the amount by which the total request exceeds the allocation.

5. Any monies remaining in a particular year's Tuition/Seminar Fee Reimbursement Fund shall be made available for application under the Professional Improvement Fund.

C. TUITION GRANTS

Administrators, their dependent children, and spouses shall receive Board-sponsored tuition grants to attend the College. Grants may not be used for courses offered through the Center for Lifelong Learning or courses offered through the European Studies Program.

ARTICLE XXII — FLEXIBLE SPENDING ACCOUNT

Administrators shall have the option of participating in a Flexible Spending Account (FSA) program through payroll deduction. An administrator must enroll in the FSA program by December 5 of the year preceding the calendar year in which the administrator intends to participate.

ARTICLE XXIII — SALARY PLACEMENT

In order to attract and employ the best qualified persons available within or outside the College for administrative positions at the College, the President shall determine at what salary step within the appropriate administrative grade a new hire or transferee shall be placed.

Administrators hired after March 1 in any given year shall not advance a step on the salary schedule until July 1 following the one year anniversary of their hire.

**ARTICLE XXIV — HFCC ADMINISTRATORS' ASSOCIATION SALARY STRUCTURE
1999-2002**

Salary Grade	Position	Contract Weeks
1	Director of Administrative Data and Voice Communications	48
	Director of Admissions and Registration	48
	Director of Buildings and Grounds	48
	Director of Corporate Training	48
	Director of Financial Aid	48
	Director of Financial Services	48
	Director of Library Services	48
	Director MI-TEC – Woodhaven	48
	Division Director	48
2	Assistant Director	48
3	Coordinator of Center for Lifelong Learning	48
	Coordinator of Corporate Training	48
	Coordinator of Information Systems	48
	Coordinator of Institutional Development Systems	48
	Coordinator of Instructional Assessment	48
	Coordinator of Media Services	48
	Coordinator of Recruitment	48
	Coordinator of Registration, Records and Athletics	48
4	Coordinator of Campus Safety	48
	Coordinator of Career Education	48
	Project Coordinator, Corporate Training	48
5	Accounting Supervisor	48
	Purchasing Supervisor	48
6	College Store Manager	48
	Publicity Manager/Staff Writer	48
	Special Needs and Student Activities Manager	48
	Tech Prep Manager	48
	Temporary Program Manager (EMS)	48
7	Library Circulation Manager	48
8	Assistant College Store Manager/Textbook Buyer	48
	Financial Aid Manager	48
	Performing Arts Manager	48

A. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 1999-2000

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$68,528	\$71,562	\$74,596	\$77,630	\$80,664	\$83,699
2	65,520	68,490	71,460	74,430	77,400	80,369
3	62,484	65,338	68,292	71,196	74,100	77,004
4	56,711	59,552	62,393	65,234	68,075	70,915
5	50,922	53,698	56,474	59,250	62,026	64,804
6	45,118	47,829	50,540	53,251	55,962	58,672
7	39,534	42,182	44,830	47,478	50,125	52,772
8	33,940	36,522	39,104	41,686	44,268	46,850

NOTE: Any exception to the above shall be by Board of Trustees' action.

B. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 2000-2001

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$70,241	\$73,351	\$76,461	\$79,571	\$82,681	\$85,791
2	67,185	70,224	73,263	76,301	79,340	82,378
3	64,046	67,023	70,000	72,977	75,953	78,929
4	58,129	61,041	63,953	66,865	69,777	72,688
5	52,195	55,041	57,887	60,733	63,579	66,424
6	46,246	49,025	51,804	54,583	57,361	60,139
7	40,522	43,236	45,950	48,664	51,378	54,091
8	34,789	37,435	40,081	42,727	45,373	48,021

NOTE: Any exception to the above shall be by Board of Trustees' action.

C. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 2001-2002

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$71,997	\$75,185	\$78,373	\$81,561	\$84,749	\$87,936
2	68,865	71,979	75,093	78,207	81,322	84,437
3	65,647	68,698	71,749	74,800	77,851	80,902
4	59,582	62,567	65,552	68,537	71,521	74,505
5	53,500	56,417	59,334	62,251	65,168	68,085
6	47,402	50,250	53,098	55,946	58,794	61,642
7	41,535	44,317	47,099	49,881	52,662	55,443
8	35,659	38,372	41,085	43,798	46,510	49,222

NOTE: Any exception to the above shall be by Board of Trustees' action.

ARTICLE XXV — MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary of inconsistent terms contained in any individual administrative contracts heretofore in effect. All individual administrative contracts shall be subject to the terms of this Agreement, and this Agreement shall be part of the established personnel policies of the Board affecting administrators.

ARTICLE XXVI — WAIVER CLAUSE

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 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, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically 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 of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement, negotiate on any item both deem to require negotiation.

ARTICLE XXVII — CONFORMITY TO LAW CLAUSE

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the power, rights, duties, and obligations of the Board, the Association and members of the Bargaining Unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

ARTICLE XXVIII — SUCCESSOR AND ASSIGNS

This Agreement shall be binding on any and all successor and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of any transfer that the successor or assigns shall be bound by the terms of this Agreement. The Employer shall continue to be liable for the complete performance of this Agreement until the successor or assigns expressly agrees in writing that it is completely bound by the terms of this Agreement.

Any resolution adopted for the purpose of initiating, authorizing or approving the sale, transfer or surrender of the assets of the College to any successor shall contain the following provision:

This resolution shall not be valid unless the purchaser or transferee provides an express written promise to assume all of the rights and duties of the collective bargaining agreement between the Henry Ford Community College Administrators' Association, AFSA Local 71, AFL-CIO, and the Henry Ford Community College Board of Trustees/Dearborn Board of Education.

ARTICLE XXIV — DURATION OF CONTRACT

This Agreement shall be effective on ratification, and shall continue in full force and effect until June 30, 2002. On or about March 1, 2002, either party may give written notice to the other of its desire to negotiate a new agreement for the following year and meetings for that purpose shall begin at a time mutually agreeable to the parties. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Association.

If agreement on a new contract has not been reached by the parties by June 30, 2002, the 1999-2002 contract shall remain in effect from day to day until a new contract is agreed upon; however, the continuation of the 1999-2002 contract may be terminated by either party with forty-eight (48) hours notice.

ARTICLE XXX — NO-STRIKE PROVISION

- A. The Association and the Board agree that both desire uninterrupted service and operation of the College. The Association agrees, during the term of this Agreement, not to call, support, or encourage any strike, walkout, sitdown, slowdown, artificial sick call, sympathy strike, or other interference with or interruption of work and that it shall not counsel or advise its members to engage in any such interruption of work.
- B. In the event activities prohibited by this Article occur during the life of this Agreement, the Association and its officers shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 26th day of July, 1999.

FOR THE BOARD

(Signed)

Julie Morrison, Board Chairperson
Andrew A. Mazzara, HFCC President
Sally Barnett, Director of Human Resources

FOR THE ASSOCIATION

(Signed)

Edward Chielens, President
Susan Brown
Rick Goward
Pam Hall
Henry Morgan

STATEMENT OF AGREEMENT NO. 1

The parties agree that, as vacancies occur, the administration retains the right to fill these positions at different salary grades.

(Signed) Sally Barnett
For the College

7-26-99

(Signed) Edward Chielens
For the Association

7-26-99

STATEMENT OF AGREEMENT NO. 2

A joint committee, with equal representation from the administration and the Association, shall review insurance coverages and carriers, assess the performance record of the companies, determine the level of savings generated, and make recommendations to the College President. It is understood that no reduction in benefit levels in the insurances shall result from any change in carrier unless mutually agreed to by the parties.

(Signed) Sally Barnett
For the College

(Signed) Edward Chielens
For the Association

7-26-99

7-26-99

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