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6/30/96



POLICIES
and
PROCEDURES
for
ADMINISTRATIVE
PERSONNEL

Macomb Community College

July 1, 1993–June 30, 1996

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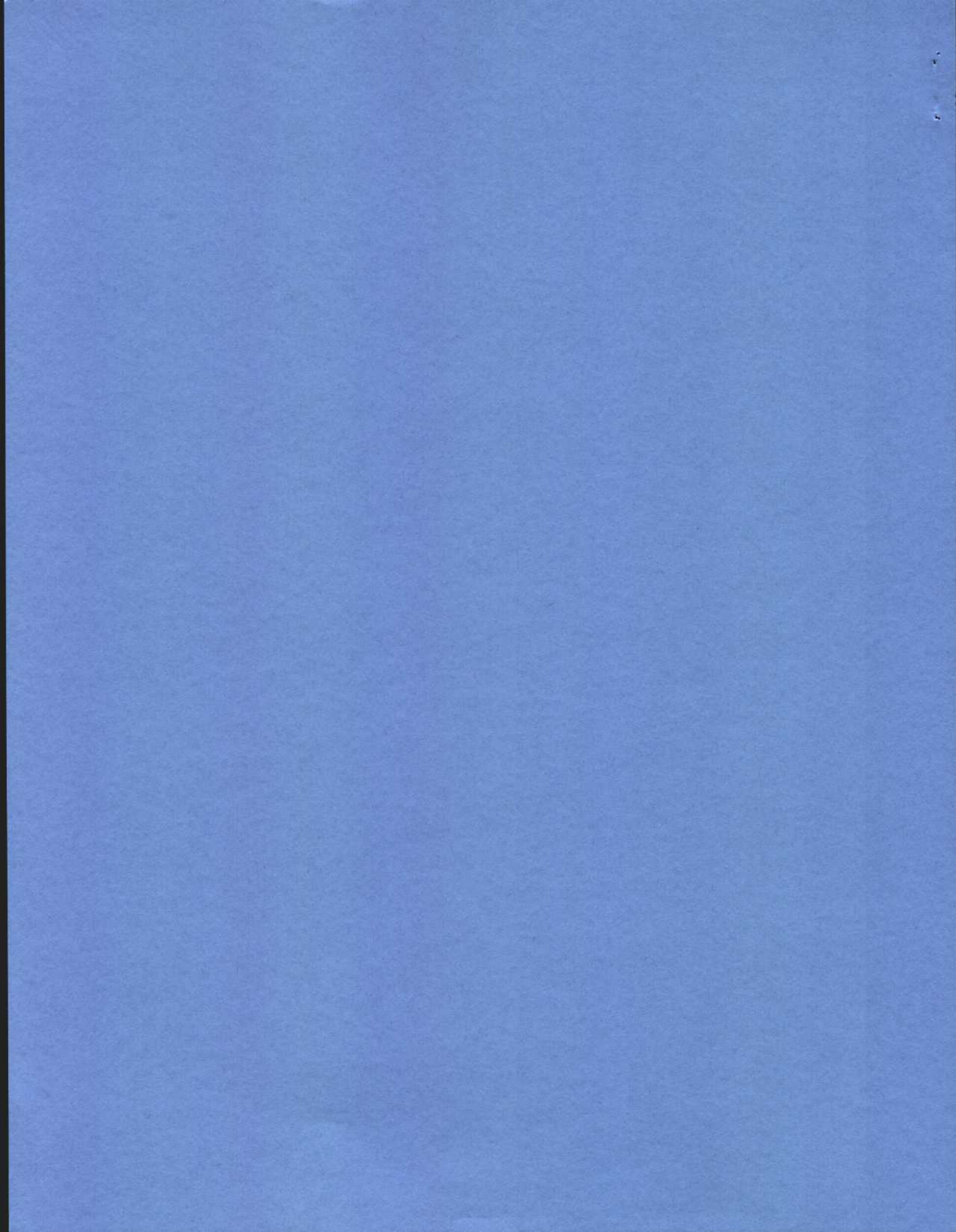


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PREAMBLE

THIS AGREEMENT is made this 20th day of July, 1993, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and Macomb College Association of Administrative Personnel for the period covered in Article XIX.

The Policies and Procedures for Administrators hereinafter set forth have been developed by consultation and negotiation with Macomb College Association of Administrative Personnel (MCAAP) elected by the administrators of Macomb Community College listed in Appendix B of this Agreement.

MCAAP represents all administrators listed in Appendix B. The policies and procedures contained herein shall be binding upon the administrators and the Board of Trustees of Macomb Community College.

It is further agreed that these policies and procedures shall remain in effect until June 30, 1996, that the annual review of these policies and procedures shall commence by February 1, 1996, that the deadline for submission to the Board for action shall be the regularly scheduled April, 1996 meeting; that the policies and procedures shall not be changed or altered during such period of time except by the mutual agreement of the Board of Trustees and the Macomb College Association of Administrative Personnel.

It is further agreed that the practice of having annual individual contracts with administrators shall be continued; however, the policies and procedures contained herein shall be a part of each administrator's contract as though set forth at length in each individual contract. The Board shall make no changes in hours, wages, or working conditions of administrators incorporated in these policies and procedures except in accordance with this agreement after good faith negotiation and agreement between the Board and the MCAAP.

Whenever disputes arise as to the interpretation, application, or alleged violation of any of these policies and procedures as applied to any administrator, such disputes shall be handled in accordance with the provisions contained in the Grievance Procedure hereof.

It is acknowledged that each reference to the Board of Trustees approval in these policies and procedures presupposes that action has been taken through the established administrative process. Communication between the Board of Trustees and/or its representatives and the MCAAP shall be routed through the Chairman of the MCAAP or his/her designee.

The provisions of this agreement shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, marital status or membership in the MCAAP, and shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

The use of the pronoun he, or any of its forms, used in this Agreement is intended as well to include the pronoun she, in the same case.

ARTICLE I MEMBERSHIP

The policies and procedures herein contained shall cover all administrators working at any installation of Macomb Community College and include all employees holding the title of and performing the work as contained in Appendix B of this Agreement. All other employees of the College are hereby excluded from such policies and procedures.

ARTICLE II CONDITIONS OF EMPLOYMENT

- A. All positions shall be filled without discrimination as to sex, race color, age, religion, country of origin or ancestry, political beliefs, marital status or membership or participation in, or association with the activities of any professional organization.

The College shall prepare, publish, and distribute all notices of administrative vacancies. A sufficient time shall be provided between posting and filling of vacancies so that all interested parties may file application.

Procedure:

All notices of vacancy shall be published at least twenty (20) calendar days prior to the filling of the position, except as indicated below.

Distribution shall be made internally to each College administrator and externally to appropriate sources of qualified applicants.

In the event a vacancy must be filled in less than twenty (20) calendar days, waiver of that time requirement shall require the agreement of the MCAAP.

In the event a vacancy is not filled, the MCAAP may request rationale for such action from the President. Such rationale shall include a statement of the disposition of the functions previously performed by that position.

- B. Filling of administrative vacancies shall require participation by administrators.

Whenever an association position is available, the supervisor of the vacant administrative position shall appoint a committee composed of administrators from no less than three grade levels to review applications, interview candidates, and recommend appointees for the vacancy. Such committees may include persons from outside the bargaining unit as appropriate, with prior MCAAP approval. Recommendations shall include a priority list of preferred applicants with supporting rationale as well as a recommendation for salary placement.

The committee recommendations shall be transmitted in writing to the immediate supervisor five (5) working days after completion of review of all applicants. If the recommendation of the committee is rejected, upon request the President or his designee shall discuss the reasons for its rejection with the committee.

ARTICLE III CHANGES IN ORGANIZATION

- A. Whenever the President determines that it is in the best interest of the College to eliminate, redefine, reclassify, or create any administrative position, or to effect other organizational changes in the administrative structure, MCAAP shall be informed in writing.

This written notification must include:

1. The specific change(s) being recommended.
2. Rationale supporting the changes.
3. Related job descriptions and grade level recommendations for the entire unit(s) affected.
4. Implementation dates or time lines.
5. Where position elimination is recommended, a description of where the duties previously performed will be assigned.
6. An organizational chart for the entire unit(s) affected.

The MCAAP will be given ten (10) working days to respond. This period may be extended upon request. If the reaction of the MCAAP is rejected, the President or his/her designee will discuss the reasons for rejection with the MCAAP prior to implementation. Such reasons will be forwarded to the MCAAP in writing after the conference. In any case, before any reorganization is implemented, MCAAP shall be given an opportunity to meet with the President to discuss and make recommendations regarding criteria and possible alternatives.

- B. An administrator displaced by position elimination shall suffer no loss in pay or employment during the remainder of his/her individual contract without first being offered any existing vacant administrative position of equivalent grade and pay for which he/she is qualified; or second, being offered any existing vacant administrative position of lesser grade without loss of pay during the remainder of his/her individual contract for which he/she is qualified; or thirdly, request assignment to another employee group in which there is an opening, provided he or she is qualified, consistent with College policies and procedures and consistent with other employee group Master Agreements.
- C. No individual shall suffer loss of pay or employment as an administrator during the term of his/her individual contract except as provided in Article IV.
- D. The College must notify an administrator at least 120 days in advance of the expiration of his/her individual contract of its intent to eliminate the position he/she holds due to reorganization as specified in Article III, A, B, and C.

ARTICLE III CHANGES IN ORGANIZATION (Concluded)

- E. The MCAAP may make recommendations to the President concerning the elimination, redefinition, or reclassification of any existing administrative positions or the proposed creation of any new administrative positions.
- F. In the event functions or duties of a position are reassigned to another member or members of the bargaining unit, the positions of the administrators to whom the functions or duties are reassigned will be reviewed by the College and the MCAAP Service Committee. The College may grant equity adjustments with Service Committee concurrence.

ARTICLE IV VACANCIES

A vacancy shall be determined to exist when an administrative position is filled due to the following causes:

A. Resignation

The Board of Trustees may accept resignations upon recommendation of the President.

Procedure:

An administrator shall initiate his/her request in writing to the President and submit through his/her immediate supervisor (with a copy to the Director of Personnel and Benefits) no less than thirty (30) days from the effective date.

B. Dismissal

The Board agrees that the administrator shall not be peremptorily discharged. An Administrator may be discharged during the life of his/her individual contract for just cause. (See Due Process Procedure, Article XV.)

C. Retirement

Retirement shall be consistent with established Board policy.

D. Death of the Administrator holding the position.

E. Professional Growth Leave

An administrative position shall be deemed to be vacant if the administrator who previously held such position has been granted a professional growth leave without a condition of return to his/her previous position by the Board of Trustees.

ARTICLE IV VACANCIES (Continued)

F. Leave of Absence

1. An administrative position may be deemed to be vacant as the result of an award of any leave of absence which exceeds ninety (90) days, providing that no conditions of return to the previously held position shall have been made in the award of the leave of absence.

2. An administrator may request a medical leave of absence for medical reasons. Such request for a leave of absence shall be in writing and must be approved by the President. Ordinarily, such medical leaves of absence will be for a period of ninety (90) days, but may be extended for good medical reason for longer periods of time. An administrator who has gone on a medical leave of absence of less than one year's duration shall be entitled to return to the job which he/she left at the commencement of such medical leave, providing such job is then available and further providing that the employee can physically and emotionally perform the job. Such jobs, if filled, will be filled on a temporary basis subject to the employee's return from medical leave of absence. If the medical leave of absence exceeds one year, the employee may return to the position he/she left providing the position has not been filled. If the position has been filled, such employee will be returned to any available position on the administrative staff that is vacant, providing he/she can physically and emotionally perform the duties of the position in a satisfactory manner. He/she will accept that position if it is below his/her former rate of pay at the maximum rate of pay for that position. If the rate of pay of the position exceeds his/her former rate of pay, he/she will accept the new position on the basis of the appropriate rate of pay. If no position is vacant or available, the returning administrator will be considered as an administrator at large and may be used to fill temporary openings providing he/she can perform the work available satisfactorily and at the rate of pay specified for such open positions.

The board may require an administrator to submit to a physical or mental examination by an appropriate physician, selected by the College, at College expense prior to return from medical leave of absence. The administrator shall have the right to appeal the findings of such examination and submit findings from a physician of his/her choice at his/her expense.

If there is a dispute between the findings of the two (2) physicians, the administrator shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the Board and the individual administrator. The results of this examination shall be binding upon the administrator, the Association and the College.

- G. New Positions created in accordance with policy.

ARTICLE IV VACANCIES (Concluded)

H. Non-Renewal of Contract

An administrative position may be deemed to be vacant under the conditions of Article V, A., B.

Article V CONTRACTS

- A. Each administrator will be issued an individual contract for the period of July 1 (or effective date of hire) to June 30. Such contract shall include annual salary in dollars, administrative grade level, job title, position location and a statement that these policies and procedures are specifically made a part of that contract.

In the event an administrator is not to have his/her individual contract renewed, he/she shall be notified in writing at least one hundred twenty (120) days prior to the expiration of his/her individual contract.

Non-Renewal may occur in these three instances:

- a. Position elimination due to reorganization (Article III, A., B., and C.); b. Layoff in accordance with Article XVII; and c. Unsatisfactory performance in accordance with the Due Process Procedure (Article XV).

An administrator offered a renewal of contract shall notify his/her immediate supervisor if he/she intends to accept the contract, and return the signed contract to the Director of Personnel and Benefits within the (10) working days of receipt of the contract.

- B. An administrator whose contract is not renewed may request assignment to another employee group in which there is an opening provided he or she is qualified, consistent with policies and procedures established by the College and consistent with other employee group Master Agreements.

In the event that an administrator fails to comply with the required notification of intent, the administrative position may be declared vacant unless an extension is mutually agreed upon.

ARTICLE VI DUTIES AND RESPONSIBILITIES

A. Duty Hours

Administrators will observe reasonable duty hours.

Procedure:

Normal duty hours will be determined by the individual administrator subject to the approval of his immediate supervisor.

ARTICLE VI DUTIES AND RESPONSIBILITIES (Continued)

B. Job Description

An official job description shall be established for each administrative position. Change(s) in any previously established job description shall be deemed redefinition of the respective position and as such is (are) subject to the provisions of Article III, A.

Procedure:

Each job description shall include; (1) administrative title that accurately reflects the level of responsibilities and duties of the position; (2) specific areas of responsibility in detail; (3) relationship to immediate supervisor and other appropriate administrators.

The Director of Human Resources Management shall be responsible for the format of job descriptions. The Vice Presidents shall be responsible for the preparation of their respective administrative job descriptions.

ARTICLE VII EVALUATION

- A. Evaluation shall be a continuous process which shall include as a minimum an annual written-oral evaluation of each administrator by his/her immediate supervisor, with the understanding that, in order to comply with the Due Process provision in Article XV, at any time during the year the supervisor may write an additional evaluation whenever he/she deems it necessary.

Procedure:

A mutually agreeable evaluation instrument will be adopted by the College and MCAAP. In the absence of this new instrument, the previous instrument will be used.

Each administrator shall have the opportunity to read and discuss his/her evaluation with his/her immediate supervisor prior to the submission of the evaluation to the next higher line officer. Such discussion shall be termed the evaluation interview.

The evaluation interview shall be scheduled in advance by agreement between the two principals.

At the termination of the evaluation interview, both principals shall sign the written evaluation document. The evaluatee's signature shall denote only that the evaluation was conducted according to procedure (as stated herein) and does not necessarily imply or denote agreement with the evaluative content therein.

Written evaluations will be reviewed by the Vice-President responsible for the unit to which the evaluated administrator has been assigned before this evaluation is sent to the Employee Relations Office for inclusion in the administrator's file.

ARTICLE VII EVALUATION (Concluded)

B. The following applies to all written evaluations of any administrator:

1. All evaluations of administrators must be signed by the evaluator.
2. An administrator shall have the opportunity to review all evaluations of himself/herself and the opportunity to respond to state his/her position in writing prior to any evaluation being placed in personnel file.

C. Informal evaluation is encouraged.

Procedure:

Each administrator may request informal oral evaluation session(s) with his/her immediate supervisor at interval(s) of at least three months from each other and from the formal annual evaluation interview.

ARTICLE VIII CIVIC RESPONSIBILITIES

When the administrator speaks or writes as a citizen, he shall be free from institutional censorship and discipline. The administrator bears the responsibility to clarify the fact that he/she speaks or writes as an individual and not on behalf of the institution.

ARTICLE IX ADMINISTRATIVE SERVICE COMMITTEE

A. An Administrative Service Committee shall be established with such functions as are described below reserved to it.

1. The Macomb College of Administrative Personnel shall be represented on the committee by the President of MCAAP and two others appointed by him/her.
2. The College shall have three representatives on this committee.

B. Functions: The Administrative Service Committee shall provide the context in which clarification of the intent of these Policies and Procedures shall occur. Issues arising between MCAAP and the Board which are not covered by the various Articles and provisions of the Policies and Procedures shall also be considered by the Administrative Service Committee. The deliberations and determinations of the Administrative Service Committee shall not preclude the implementation of the Due Process Procedure, nor limit the proper authority of the Board or MCAAP.

C. Procedures: Meetings of the Administrative Service Committee may be called by either party upon written notification to the other. Any agreements reached shall be signed by the parties present at the Service Committee Meeting.

ARTICLE X COMPENSATION

- A. Each administrative position shall be assigned a salary grade reflecting the relative level of administrative duties and responsibilities for the position.
- B. Except as provided in C., below, each administrator's annual salary within his/her grade level shall be determined by the number of full years of related experience for which s/he has been credited as of July 1 in each year of this agreement. Each year of related experience represents one step on the salary schedule set forth in Appendix A.
- C. In case of promotion, the new salary assigned shall not be less than the salary that would have been obtained if promotion had not taken place.
- D. Effective July 1, 1977, the College shall assume the cost of each administrator's contribution to the Michigan Public School Employees Retirement Fund.

ARTICLE XI LEAVES OF ABSENCE

A. Non-Compensable

An administrator, upon the approval of the College, may be granted a leave of absence without compensation. These leaves may be granted for either personal or professional reasons, and where possible the position to which the administrator will return shall be determined at the time the leave is granted.

Procedure:

An administrator requesting a leave of absence shall submit his/her request in writing to his/her immediate supervisor, with sufficient copies for the line officers and the Director of Personnel and Benefits. This request shall include the reason for the leave of absence and the term of the leave.

The College may modify the terms of the leave upon receipt of written request, and shall respond as soon as possible.

The employment of an administrator who does not return to the service of Macomb Community College at the approved time may be considered terminated if an extension has not been granted.

An administrator who accepts a leave in excess of fifteen (15) weeks as provided for in Article IV may be entitled to return to the administrative position he/she held.

ARTICLE XI LEAVES OF ABSENCE (Continued)

B. Compensable Leaves

1. Professional Growth Leaves - An administrator, upon approval of the College, may be granted a Professional Growth Leave with compensation. Such leaves may be employed to permit administrators to serve on local, state, federal and association committees/commissions; to enroll in special seminars, workshops or courses; or to engage in other activities which lead to improved professional administration or to an enhancement of the stature of the institution.

The total number of weeks to be allocated to the unit in any one contract year shall be forty (40).

Condition for Leave:

- a. No loss of pay, benefits, or status. The college will pay the administrator the differential between his/her regular pay rate and that paid by the local, state, federal or association committee/commission. It is understood that sick, personal business days and vacation days shall not accrue for Professional Growth Leave of one semester or more.
 - b. Return to same administrative position.
 - c. Number, length, and nature of short duration leaves to be determined as needed by the President.
 - d. The plan for compensable Professional Growth Leaves shall include:
 - (1) Plan for satisfactory administration of unit involved.
 - (2) Detailed plan of work for period of leave.
 - (3) Provisions for review of progress.
 - (4) Statement of how the leave will benefit the institution.
2. Sick Leave - On July 1 of each year, each administrator shall be credited with eight days of sick leave for personal illness or injury. The maximum number of sick days which may be accumulated is thirty-five (35). No administrator shall lose sick days accumulated prior to October 1, 1968.
 3. Personal Business - Each administrator shall be allowed up to five (5) days personal business days per year, non-cumulative. Personal business days shall not be taken prior to or after college holidays or scheduled vacations except as approved by the area Vice-President.

ARTICLE XI LEAVES OF ABSENCE (Concluded)

B. Compensable Leaves (Concluded)

4. Bereavement Leave - Each administrator shall be allowed up to five (5) days bereavement leave, non-cumulative, in the case of the death of an immediate relative.
5. Professional Business - Each administrator is encouraged to represent the institution at appropriate conference, seminars, workshops, etc. The necessary funds for resulting expenditures will be reimbursed when such conferences have been approved by his/her line administrator. No administrator shall be expected to use personal funds for College business.
6. Absences - Each administrator is responsible for reporting to his/her immediate supervisor in accordance with published procedure.
7. Jury Duty - An administrator who is required to perform jury duty shall receive the difference between the administrator's rate of pay and that paid for jury duty. The College shall have the opportunity to request the court to excuse the administrator from jury duty after consultation and agreement between the appropriate Vice-President and the administrator.

ARTICLE XII FRINGE BENEFITS

Fringe benefits enumerated here represent the total fringe benefits program provided administrators by the Board of Trustees during the Life of these Policies.

A. Vacations

Each administrator shall be granted twenty-five (25) vacation days per year, and a maximum of fifty (50) days may be accumulated. If an administrator leaves the institution or returns to faculty status, he shall be paid for the unused portion at his current salary to the maximum of fifty (50) days.

B. Holidays

Independence Day	Christmas
Labor Day	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day

Should any of these holidays fall on Saturday, the preceding Friday shall be considered a holiday. If they fall on Sunday, the following day shall be observed as a holiday.

Whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, holidays shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

ARTICLE XII FRINGE BENEFITS (Continued)

C. Medical Care Plan

1. Effective January 1, 1994, the Board shall provide each administrator with the following options in selecting health insurance coverage or a benefit in lieu of such coverage:
 - a. Michigan Blue Cross/Blue Shield Comprehensive Hospital semi-private MVF-2 with Master Medical plus riders OB, ML, prescription drug (\$1.25 or \$10 co-pay), and IMB.
 - b. Michigan Blue Cross/Blue Shield Comprehensive Major Medical (CMM) with a \$100, \$250, or \$500 deductible and a \$10 co-pay prescription drug rider plus a cash/reimbursement benefit as defined in paragraph 5 (cash/reimbursement benefit and \$250 and \$500 deductible options are not available to administrators hired after August 14, 1993);
 - c. Michigan Blue Cross/Blue Shield Blue Preferred Provider Program (PPO) with \$5 co-pay prescription drug rider plus a cash/reimbursement benefit of \$300 each year (cash/reimbursement benefit is not available to administrators hired after August 14, 1993);
 - d. Health Alliance Plan (HAP) plus a cash/reimbursement benefit of \$500 each year (cash/reimbursement benefit is not available to administrators hired after August 14, 1993); or
 - e. A cash/reimbursement benefit of \$1,800 each year in lieu of any insurance. Proof of insurance is required for this option.
2. The coverage for which the Board will contribute may be, at the administrator's option, protection for 1) self alone or 2) self and family, including only spouse and eligible children. However, the Board shall not be required to pay for two kinds of coverage for any administrator, either as a subscriber or dependent. For newly enrolling administrators, coverage shall begin after the prescribed waiting period of the provider selected.
3. The Board shall pay the annual premium for any insurance option selected by an administrator hired before August 15, 1993, minus the amount by which the premium exceeds the amount contributed by the Board for that option in the preceding year increased by a factor of 1.04. For an administrator hired after August 14, 1993, the Board will contribute an amount equal to its contribution for option b. (with a \$100 deductible) for the year (as limited by a factor of 1.04). In both cases, the difference between the premium and the Board's contribution shall be paid by the administrator by payroll deduction. In the event of a decrease in premium, the Board's contribution shall equal the premium unless or until the premium exceeds the Board's contribution in the year preceding the decrease increased by a factor of 1.04.

ARTICLE XII FRINGE BENEFITS (Continued)

C. Medical Care Plan (Continued)

4. An administrator hired before August 15, 1993, who selects option b. shall be granted a credit equal to the Board's contribution for option a. (with the \$1.25 co-pay prescription rider) for the year. If the Board's contribution in a given year is less than that of the preceding year, the credit shall equal the credit granted in the preceding year.
5. As designated by the administrator, the cash/reimbursement benefit shall be paid in cash and/or as a credit to the administrator's medical expense reimbursement account. The cash/reimbursement benefit for an administrator selecting option b. for self alone shall equal 75% of the difference between the credit and the Board's contribution for the level of deductible selected in each year. The cash/reimbursement benefit for an administrator selecting option b. for two-party or family coverage shall equal 50% of the difference between the credit and the Board's contribution for the level of deductible selected in each year. In both cases, payment in cash is limited each year to an amount equal to the cash/reimbursement benefit shown for an administrator selecting option b. for self alone.

D. Life Insurance-Administrator Non-Contributory

The Board shall continue to provide life insurance protection as detailed in the Group Insurance Plan of the Prudential Insurance Company of America or comparable plan. The College will meet with MCAAP prior to selecting a different carrier. Such insurance shall be in the amount three times the administrator's annual salary to a maximum of \$100,000.

E. Dental Insurance

The Board shall provide dental insurance for all administrators and their dependents who qualify giving benefits no less than Prudential Insurance Company's Dental Plan for Class A and Class B and Orthodontic benefits with the \$25 deductible or comparable plan, as agreed to on March 25, 1977, including \$1,000 maximum lifetime orthodontic benefit per dependent with the 70% reimbursement. The College will meet with MCAAP prior to selecting a different carrier.

F. Worker's Compensation

The Board shall carry Worker's Compensation Insurance so that an administrator disabled from an injury or disease due to his/her employment may receive medical attention and weekly benefits while not losing pay. Such insurance shall cover all benefits required by Michigan's Worker's Compensation Act. In the event an administrator may exercise the option of being paid the difference between the benefits he/she received under Worker's Compensation and 65% of the administrator's current annual contract salary out of his/her accumulated sick leave allowance and/or vacation days, which shall be prorated reduced.

ARTICLE XII FRINGE BENEFITS (Continued)

G. Public Liability Insurance

The Board shall provide Professional Public Liability Insurance in the amount of \$200,000 per administrator covering services rendered during the course of employment.

H. Annual Medical Examination

An annual medical examination (on an out-patient basis) shall be provided by the Board for each administrator covered by these policies and procedures. Costs for the administrator's optical exam and glasses shall be considered part of this annual medical exam. Such examination shall be subject to \$100 maximum yearly payment. This allowance may also be used for reimbursement for monies spent to satisfy the deductible-requirements of the dental insurance.

I. Tuition

1. Tuition for credit courses taken at Macomb Community College (but not registration and course-related fees) shall be waived for administrators and their dependents.
2. The Board will establish a fund in the amount of \$100 per administrator per year, which will be known as "Administrators' Tuition Fund." Each administrator is eligible to draw up to \$50 per year for tuition for credit courses successfully completed or for approved conference costs. Encumbering of funds shall be permitted for tuition. If the fund is exhausted, reimbursement for administrators shall be on a pro-rated basis. Any monies left over in the fund not already committed will revert to the general fund on June 30 of each year.

J. Short and Long-Term Disability Insurance - Administrator Non-Contributory

1. Sickness and Accident Insurance

The Board shall continue to provide short-term Sickness and Accident Insurance in the amount of 70% of the administrator's basic contract salary to a maximum as specified in the insurance agreement of June 30, 1977. Disability benefits may commence upon the exhaustion of sick leave days up to twenty (20) days or accumulated sick leave days, but no sooner than the twenty-first (21st) day of absence. This insurance shall apply to absences from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

The Board may require an administrator to submit to a physical or mental examination by an appropriate physician, selected by the College, at College expense prior to return from medical leave of absence. The administrator shall have the right to appeal the findings of such examination and submit findings from a physician of his/her choice at his/her expense.

ARTICLE XII FRINGE BENEFITS (Continued)

J. Short and Long-Term Disability Insurance - Administrator Non-Contributory (Concluded)

If there is a dispute between the findings of the two (2) physicians, the administrator shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the Board and the individual administrator. The results of this examination shall be binding upon the administrator, the Association and the College.

2. Long-Term Disability

The Board shall continue to provide long-term disability insurance in the amount of 70% of the administrator's basic contract salary to a maximum as specified in the insurance agreement of June 30 1977.

Disability benefits shall commence the 14th week of total disability and continue for the period of total disability. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretative bulletin by the Department of Labor, the following shall apply: if disability occurs at age 60 or before, benefits will cease at 65; if disability occurs after age 60, benefits will cease 5 years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for 12 months. During the time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

The Board may require an administrator to submit to a physical or mental examination by an appropriate physician, selected by the College, at College-expense prior to return from medical leave of absence. The administrator shall have the right to appeal the findings of such examination and submit findings from a physician of his/her choice at his expense.

If there is a dispute between the findings of the two (2) physicians, the administrator shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the Board and the individual administrator. The results of this examination shall be binding upon the administrator, the Association and the College.

K. Accidental Death and Dismemberment Insurance - Administrator Non-Contributory

The Board shall continue to provide accidental death and dismemberment insurance in the amount of \$15,000.

ARTICLE XII FRINGE BENEFITS (Continued)

L. Administrator Non-Contributory Investment Plan

Procedure:

An amount, as determined by the following table, shall be provided by the College for each administrator covered by these policies:

<u>Years of Full-Time Service at MCC</u>	<u>Percent of Base Salary</u>
Beginning with 3rd Year	2%
Beginning with 4th Year	3%
Beginning with 5th Year	4%
Beginning with 6th year through 14th Year	5%
Beginning with 15th Year through 19th Year	6%
Beginning with 20th Year through 24th Year	6.5%
Beginning with 25th Year	7%

M. The Board shall provide to administrators while on Health Leave as specified below the following insurance coverages for the periods indicated:

1. Administrators on extended Health Leave (Long-Term Disability) shall be provided with Life, Long-Term Disability and Health Insurance coverages as described above. The Board shall require a statement from a physician attesting to the administrators inability to work.
2. The liability of the Board shall be specifically limited to the Provision of 1 above. Administrators on other forms of Personal and Professional Leaves may elect to continue under the College Health Insurance at the administrator's expense subject to the limitations of the terms of the insurance contract.

ARTICLE XIII MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL RIGHTS

The Macomb College Association of Administrative Personnel shall be so constituted as to represent all unit administrators. It shall be the function of this Association to define and represent the viewpoint of the administrative body covered by these policies.

- A. The President of the Macomb College Association of Administrative Personnel shall be furnished with one copy of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made.
- B. The President of MCAAP may recommend items to the College President for the Board Agenda.

ARTICLE XIII MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL RIGHTS (Concluded)

- C. Special Studies - When committees are formed to study administrative salaries, a system for grading administrative positions, or policies relating to administrative rules, authority, and responsibility it is recognized that representation from the Macomb College Association of Administrative Personnel will be included on such committees.

Outside, independent management consultants may be called upon to assist in these studies subject to Board Approval.

- D. Dues Check-Off - Upon notification from the Association Treasurer the College will deduct the amount of dues specified from the employee's payroll check.

ARTICLE XIV MANAGEMENT RIGHTS

Macomb Community College has the legal responsibility and, subject to the terms of this Agreement, the right to manage its operations, including the right to (a) hire, assign, reassign, promote, schedule, discipline and discharge administrators for just cause: (b) determine and schedule the academic year: (c) locate or relocate its physical facilities and equipment: (d) control all of its property.

ARTICLE XV DUE PROCESS

Contract non-renewal due to unsatisfactory performance, disciplinary measures less than discharge, and discharge will be in accordance with these provisions:

A. Contract Non-Renewal

1. The evaluative procedure outlined in Article VII will be followed.
2. The administrator shall receive prompt verbal notification at the time it is determined that his/her performance is unsatisfactory from his/her immediate supervisor. He/she shall be given a detailed explanation of the basis of such determination and advised specifically of the areas requiring improvement.
3. If the unsatisfactory performance referred to in Paragraph 2 above has not been corrected within a reasonable period of time, the administrator shall be given a written notice of intention to officially rate him/her unsatisfactory together with the detailed basis for such action.
4. If the unsatisfactory performance referred to in Paragraph 3 above has not been corrected within a reasonable period of time, the administrator may be then rated unsatisfactory and notified of the non-renewal of his/her contract. A dispute involving an unsatisfactory rating or notification to an administrator of non-renewal of contract may be initiated at Step C of the Grievance Procedure. (Article XVI)

ARTICLE XV DUE PROCESS (Concluded)

B. Disciplinary Measures Less Than Discharge

No administrator shall be disciplined, reprimanded or suspended without just cause.

1. In all instances in which the President may conclude that an administrator's performance or conduct may justify discharge, the administrator may be first suspended.
2. A written notification of suspension with a complete statement of the charges pertaining to the suspension shall be given to the administrator no later than the day preceding the first day of suspension.
3. During this period of initial suspension the administrator may resign or request a hearing before the President and another administrator of his/her own choosing.
4. At the time of the hearing, which shall be held within thirty (30) days from the first day of suspension, the administrator may bring his/her own counsel.
5. After the hearing has been concluded, the President shall render his/her decision within 48 hours.
6. If the President's decision is to support the discharge, his/her decision and rationale will be forwarded to the suspended administrator. A dispute involving the decision may be initiated at Step C. of the Grievance Procedure.
7. When the decision of the President does not support the discharge, the administrator shall be reinstated with no loss of pay or benefits, if withheld, for the period of the suspension, and no records of such charges or proceedings will be made part of the administrator's personnel file.

Whenever a dispute arises between an administrator or group of administrators and the Board of Trustees or one of its agents concerning the application or interpretation of any of the policies and procedures set forth, such dispute handled in accordance with the following:

- A. The administrator who feels that the policies have been violated, misinterpreted, misapplied or not interpreted shall voice his/her feelings to the administrator who has violated said policies or to the grievant's area Vice-President within thirty (30) days after the final date of the events that occurred which formed the basis of such dispute or disagreement. An attempt at resolving the difference shall be immediately made within ten (10) working days by a conference between the grievant and his/her immediate supervisor.
- B. If the matter is not resolved in Step A above, a meeting shall be held within ten (10) days between the grievant, the area Vice-President and a member of the MCAAP Executive Board to try to resolve the grievance.
- C. If the matter is not resolved in Step B above, a meeting shall be held among the grievant, a member of the MCAAP Executive Board and the President or his/her designee to try to resolve the grievance within ten (10) working days.
- D. If the determination of the President or his/her designee does not resolve the matter within fifteen (15) working days after the submission by the Macomb College Association of Administrative Personnel, the Macomb College Association of Administrative Personnel may request upon the approval of the MCAAP Executive Board that the dispute be submitted to final and binding arbitration by notifying the President in writing, within thirty (30) days after receiving the President's answer, of its desire to submit the unresolved matter to arbitration. After receipt of written notification the President or his/her designee shall meet with the Macomb College Association of Administrative Personnel and select a mutually acceptable arbitrator or one from the list of the American Arbitration Association who shall be empowered to make a final and binding decision. If a mutually acceptable arbitrator cannot be selected, then an arbitrator shall be selected pursuant to the voluntary arbitration rules of the A.A.A.
- E. It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the Board of Trustees and the Macomb College Association of Administrative Personnel.
- F. All complaints and appeals must be in writing. They shall contain a specific statement of the facts and article(s) upon which the grievance is based and the recommended resolution. Facts discovered subsequently shall be forwarded in writing to the Vice-President of Employee Relations prior to the date of arbitration. There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.

ARTICLE XVI GRIEVANCE PROCEDURE (Concluded)

F. (Concluded)

Failure of the College to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure. Failure of an employee or MCAAP to file an appeal within the specified time limit at any step of the Grievance Procedure shall constitute an acceptance of the last decision rendered by the College.

The award of the arbitrator shall be accepted as final and binding on all parties. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority. The fees and expenses of the arbitrator shall be shared equally by the College and the Association. Any additional expenses will be paid by the party incurring such costs.

The arbitrator shall have no power to add to, subtract from, disregard, alter or to modify any of the terms of this Agreement. His/her powers shall be limited to deciding whether the College has violated this Agreement.

If the College disputes the arbitrability of any grievance, the arbitrator shall first decide whether he/she has jurisdiction to act before taking proofs on the merits of the grievance. If he/she finds he/she has no such jurisdiction, the grievance shall be referred back to the parties without decision or recommendation on its merits.

The College shall not be required to pay back compensation prior to the date the grievance was filed.

It is understood and agreed that the following matter shall not be subject to arbitration: The interpretation of any contracts or policies of insurance.

ARTICLE XVII LAYOFF PROVISION

A. Staff Reductions

Whenever it is necessary to decrease the size of the administrative staff, or to effect a reorganization due to insufficient funds, substantial decrease of student population, natural disaster, or other reasons beyond the control of the College, the necessary number of administrators may be laid-off without pay. Before layoffs are implemented MCAAP shall be given an opportunity to meet with the President to discuss and make recommendations regarding criteria and possible alternatives.

ARTICLE XVII LAYOFF PROVISION (Concluded)

- B. Any administrator whose individual contract will not be renewed due to staff reduction (A. above) will be so notified no later than January 30th of the year in which his/her individual contract would otherwise be renewed.
- C. No administrator may be laid off during the term of his/her individual contract.
- D. Administrative positions which become vacant or newly created positions shall be offered to laid-off administrators in inverse order of their layoff providing they meet the minimum posted requirement of the position and after all internal administrative transfers or promotions are effectuated.

Such recall shall be in effect for a period of up to twenty-four (24) months from the date of layoff.

- E. The Board shall continue to provide Michigan Blue Cross/Blue Shield Health coverage to any laid-off administrator for an additional four (4) months beyond the date of layoff.

ARTICLE XVIII SEVERABILITY, SCOPE OF AGREEMENT, AND NO STRIKE PLEDGE

- A. If any provision of this Agreement is held illegal, void or invalid by a court of competent jurisdiction or by existing or subsequent legislation, the parties shall attempt, if possible, to negotiate language which will conform to the law. Otherwise, the affected provision shall be deleted from this Agreement without affecting the remaining provisions.
- B. The Board and the MCAAP agree that all terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and any matter outside of this Agreement shall not be deemed to be a part hereof. This Agreement may be added to, deleted from, or modified only through the mutual consent of the Board and the MCAAP during the term hereof.
- C. MCAAP, its officers, agents and members agree that for the duration of this Agreement there shall be no strike, sitdowns, slowdowns, boycotts, stoppage of work or any other act which would interfere in the operations of the College. Any violation of the foregoing may be made a subject of disciplinary and/or damage action. Nothing in this provision shall be construed to limit the Board's right to any remedy under law for violation of said provision.

ARTICLE XIX TERMINATION AND MODIFICATION

- A. This agreement shall be effective as of July 1, 1993 and shall continue in full force through June 30, 1996, subject to conditions set forth herein.
- B. Either party may give written notice to the other of its desire to negotiate no later than February 1, 1996, but not prior to January 1, 1996.

ARTICLE XIX TERMINATION AND MODIFICATION (Concluded)

- C. Collective bargaining meetings between the Board and MCAAP may be called during the term of the agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board of Trustees and the Macomb College Association of Administrative Personnel.
- D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

IN WITNESS WHEREOF, THE SAID PARTIES HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS.

COMMUNITY COLLEGE DISTRICT OF
COUNTY OF MACOMB

MACOMB COLLEGE ASSOCIATION
OF ADMINISTRATIVE PERSONNEL

By Margaret DeSantis
Margaret DeSantis
Chair, Board of Trustees

By Glenn Lahti
Glenn Lahti
President

By Albert L. Lorenzo
Albert L. Lorenzo
President

By Jack W. Thompson
Jack Thompson
Chief Negotiator

By William J. MacQueen
William J. MacQueen
Vice-President for
Employee Relations

APPENDIX A

ADMINISTRATIVE SALARY RANGES

1. The following administrative salary ranges shall be in effect for the period July 1, 1993, through June 30, 1994:

STEP	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
0	\$55,253	\$50,446	\$45,590	\$43,163	\$40,734	\$38,307
1	\$56,373	\$51,490	\$46,561	\$44,101	\$41,632	\$39,148
2	\$57,493	\$52,535	\$47,533	\$45,038	\$42,531	\$39,990
3	\$58,612	\$53,580	\$48,505	\$45,976	\$43,430	\$40,831
4	\$59,732	\$54,624	\$49,476	\$46,913	\$44,143	\$41,672
5	\$60,851	\$55,669	\$50,448	\$47,851	\$45,228	\$42,513
6	\$61,971	\$56,713	\$51,420	\$48,788	\$46,127	\$43,354
7	\$63,090	\$57,758	\$52,391	\$49,726	\$47,025	\$44,195
8	\$64,210	\$58,803	\$53,363	\$50,663	\$47,924	\$45,036
9	\$65,330	\$59,847	\$54,335	\$51,601	\$48,823	\$45,877
10	\$66,449	\$60,892	\$55,306	\$52,538	\$49,722	\$46,718
11	\$67,569	\$61,936	\$56,278	\$53,476	\$50,621	\$47,559
12	\$68,688	\$62,981	\$57,250	\$54,413	\$51,520	\$48,400
13	\$69,808	\$64,026	\$58,221	\$55,351	\$52,418	\$49,241
14	\$70,928	\$65,070	\$59,193	\$56,288	\$53,317	\$50,082
15	\$72,047	\$66,115	\$60,165	\$57,226	\$54,216	\$50,923
16	\$73,167	\$67,160	\$61,136	\$58,163	\$55,115	\$51,764
17	\$74,286	\$68,204	\$62,108	\$59,101	\$56,014	\$52,606
18	\$75,406	\$69,249	\$63,080	\$60,038	\$56,913	\$53,447
19	\$76,525	\$70,293	\$64,051	\$60,976	\$57,811	\$54,288
20	\$77,645	\$71,338	\$65,023	\$61,913	\$58,710	\$55,129
21	\$78,765	\$72,383	\$65,995	\$62,850	\$59,609	\$55,970
22	\$79,884	\$73,427	\$66,966	\$63,788	\$60,508	\$56,811
23	\$81,004	\$74,472	\$67,938	\$64,725	\$61,407	\$57,652
24	\$82,123	\$75,516	\$68,910	\$65,663	\$62,306	\$58,493
25	\$83,243	\$76,561	\$69,881	\$66,600	\$63,204	*\$59,334

2. Effective July 1, 1994, these salary figures shall be increased by the same rate as the percentage increase in the Consumers' Price Index, as determined below, but by no less than 3.4% and no more than 4.38%. Effective July 1, 1995, the figures in effect for the period July 1, 1994, through June 30, 1995, shall be increased by the same rate as the percentage increase in the Consumers' Price Index, as determined below, but by no less than 3.68% and no more than 4.67%.
3. The percentage increase shall be determined by the following formula: $100 \times (Y1 - Y2) / Y2$, where Y1 equals the annual average of the Consumer's price Index for All-Urban Consumers (published by the Bureau of Labor Statistics; 1982-84 = 100) for the most recent past calendar year and Y2 equals the annual average of the Index for the calendar year preceding the most recent past calendar year.

*Revised 8/26/93

APPENDIX B

ADMINISTRATIVE POSITIONS AND LEVELS
As of July 1, 1993

LEVEL I

Director of Financial Services

LEVEL II

Associate Vice-President for Academic Affairs
Dean of Academic and Student Development Services
Dean of Arts and Sciences
Dean of Business, Health and Public Service
Dean of Student and Community Services
Dean of Technology
Director of Administrative Services
Director of Information and Planning Systems

LEVEL III

Associate Dean of Admissions & Academic Services
Associate Dean of Arts and Sciences (English Language and Literature)
Associate Dean of Arts and Sciences (Humanities)
Associate Dean of Arts and Sciences (Mathematics) and Coordinator for
Special Academic projects)
Associate Dean of Arts and Sciences (Physical Education) and Director of
Physical Education Center
Associate Dean of Arts and Sciences (Science)
Associate Dean of Arts and Sciences (Social Sciences)
Associate Dean of Business and Public Service (Business Administration)
Associate Dean of Business and Public Service (Information Management)
Associate Dean of Business and Public Service (Public Service)
Associate Dean of Cooperative Education and Employment & Transfer
Services
Associate Dean of Counseling and Special Services
Associate Dean of Education and Training
Associate Dean, Financial Aid, Resource & Information Management Svcs.
Associate Dean of Health and Human Services
Associate Dean of Library and Academic Information Services
Associate Dean of Technology (Applied Technology)
Associate Dean of Technology (Design Technology)
Associate Dean of Technology (Mechanical Technology)
Associate Vice-President, Academic, Student and Community Services
Budget Director
Director of Conference and Co-curricular Services
Director, Enrollment Services

LEVEL IV

Director of Administrative & Academic Systems
Director of Automotive Training Center
Director of Continuing Education
Director of Nursing
Director of Performing Arts
Director of Public Safety
Director of Research and Evaluation
Director of Resource Development

LEVEL V

Physical Plant Administrator

LEVEL VI

Assistant to the Dean of Arts and Sciences
Assistant to the Dean of Business, Public Service and Health
Assistant to the Dean of Technology
Assistant to the Director of Information & Planning Systems

APPENDIX C

DEFINITIONS

College

The "College" shall mean Macomb Community College and whomever is authorized by the Board of Trustees and empowered to act on its behalf.

Reorganization

Prompted by an attempt to change the basic structure of the administrative organization; unrelated to layoff, and not resulting from the necessity to layoff.

Lay Off

Response to adverse budgetary or economic conditions of the College. Adjustments in positions or assignments of responsibilities resulting from layoff shall not be considered reorganization.

LETTER OF AGREEMENT
between
MACOMB COMMUNITY COLLEGE
and
MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL

MCAAP and the College hereby agreed to the following clarifications of the Agreement just negotiated between MCAAP and Macomb Community College:

1. It is agreed that management currently recognizes MCAAP as the sole and exclusive bargaining agent for all of the people covered by this Agreement. (See Appendix B.)
2. It is agreed that, pursuant to Macomb College Board of Trustees ratification on December 1, 1970 of the Policies and Procedures for Administrative Personnel (1970-71), MCAAP (formerly PCC) was given legal recognition and has legal recognition as a bargaining unit.
3. It is agreed that "duration" shall remain in the Preamble and is legally binding on both parties.
4. It is agreed that the language on "annual individual agreements" shall remain in the Preamble and is legally binding on both parties.
5. It is agreed that the language in the Preamble relating to grievances is part of the Grievance Procedure and is legally binding on both parties.
6. It is agreed that the fifth paragraph of the Preamble is indeed part of Article XIII of the Agreement ("Macomb College Association of Administrative Personnel Rights') and is legally binding on both parties.
7. It is agreed that the sixth paragraph of the Preamble applies to the administration of each provision of the Agreement.
8. It is agreed that the intent of Article II, B. is that MCAAP would not be involved in the selection of member administrators to serve on selection committees. However, MCAAP shall monitor the process of forming selection committees to assure conformance with the provisions of Article II, B.
9. It is agreed that extensions of time limits in Article III shall be by mutual agreement. This is the interpretation of "extended upon request."
10. It is agreed that it is the intent of Article III, C. that reference to Article IV specifically incorporates the following: resignation, dismissal, retirement, death, professional growth leave in accordance with the appropriate provision of the Agreement, other leaves of absence in accordance with the Agreement, and non-renewal of contract.

LETTER OF AGREEMENT
between
MACOMB COMMUNITY COLLEGE
and

MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL (Concluded)

11. It is agreed that it is the intent of Article IX relating to the Service Committee that only those agreements signed by the parties shall have any binding effect and that discussions in the Service Committee will not constitute a binding obligation by either party.

Agreements reached in the Service Committee shall be limited to interpretation of the Agreement and no substantitive provisions can be added through the Service Committee without a formal agreement of the parties.

12. It is agreed that it is the intent of Article X, F. that no administrator will have any grievance or have any cause for filing complaint on the basis of the distribution of the \$10,000 provided therein.
13. It is agreed that with reference to Article XII, J., the insurance company's requirement of a medical examination is not impaired or limited.
14. It is agreed that the investment plan in Article XII, L., is voluntary and there is no basis for any suit by an administrator or his/her heir against the College or MCAAP resulting from an alleged imprudent investment.
15. It is agreed with reference to Article XIII, D. that dues will only be deducted from an administrator's pay upon receipt of a signed authorization by that administrator.
16. It is agreed that in Articles XVI, B. and XVI, D. reference to "days" means "working days."

FOR MCAAP:

FOR THE COLLEGE:

(S)
Salvatore Evangelista Date

(S)
James L. Stevenson Date

(S)
Paul Thacker Date

(S)
Willard C. Kendall, Jr. Date

(S)
Donald Wing Date

LETTER OF AGREEMENT
BETWEEN
MACOMB COMMUNITY COLLEGE
AND
MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL

In recognition of the need for flexibility in addressing the constantly changing environment in which the College exists, the College may employ part-time administrators outside the bargaining unit to perform bargaining unit work provided that members of the bargaining unit are not laid off for the purpose of employing part-time administrators in their place. The proposed use of a part-time administrative position shall be discussed at the Administrative Service Committee and the procedures outlined in Article III.A. shall be followed. This letter of agreement expires on June 30, 1996.

For the College

For MCAAP

William J. MacQueen
Vice President for
Employee Relations

Glenn Lahti
President, MCAAP

June 10, 1993

June 10, 1993

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