

AGREEMENT BETWEEN  
THE  
BOARD OF TRUSTEES  
AND THE  
HENRY FORD COMMUNITY COLLEGE  
ADMINISTRATORS' ASSOCIATION  
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS  
LOCAL 71, AFL-CIO



2016-2021

HENRY FORD COLLEGE  
5101 EVERGREEN ROAD  
DEARBORN, MICHIGAN 48128

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AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS  
LOCAL 71, AFL-CIO**

**2016 — 2021**

This agreement is made by and between the Board of Trustees of Henry Ford 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, excluding the President of the College, positions that report directly to the President of the College, Human Resources staff, and all unclassified Administrative Assistants. If a position no longer reports directly to the President as set forth above, said position shall become part of the bargaining unit.

**B. EQUAL OPPORTUNITY**

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, color, religion, national origin, sex, marital status, familial status, protected disability, sexual orientation, 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, color, religion, national origin, marital status, sex, familial status, protected disability, sexual orientation, organization affiliation, political affiliation, or belief.
3. The Association supports the Board's commitment to the principles of diversity in recruitment and hiring of College teachers and College

administrators, as set forth in the current College Equal Employment Opportunity 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 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 the job titles listed in Article XXIII.
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**

Currently, the Michigan Public Employment Relations Act prohibits employees from being required as a condition of employment to financially support a labor organization or bargaining representative. This section shall apply as long as such prohibition remains in effect. In the event that such prohibition is not in effect, this section will not apply and the Agency Shop provisions of the 2008-2013 Local 71, AFL-CIO Collective Bargaining Agreement shall apply in its stead.

### **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 ASSOCIATION

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 (15<sup>th</sup>) 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 Office of Human Resources.
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 two (2) 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.

The College may, at any time, terminate an administrator if that administrator is convicted of a felony. Such termination shall not be subject to the grievance procedure.

### **D. PROBATIONARY PERIOD**

All newly hired, elected, or appointed administrators shall serve a two (2) year probationary period. The probationary period begins the first day of employment and ends on the second anniversary of that date. The primary emphasis in the first year 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, including but not limited to, continuous improvement projects, leadership activities, and Association activities.

In the interest of giving administrators the best opportunity to pass their probationary period, at least three (3) written performance evaluations by the administrator's immediate supervisor should be done over the course of the two-year probation period. These evaluations should be done at approximately six (6) months, eighteen (18) months, and twenty-three (23) months after the first day of employment. If a written performance evaluation is not produced and discussed with the administrator, the administrator may request the performance evaluation from the immediate supervisor. If the written evaluation is still not produced in a timely fashion, the administrator may ask the Human Resources Office to intercede.

The final written performance evaluation shall include a statement indicating whether or not probation has been successfully completed. If the administrator is recommended for non-renewal or dismissal, the administrator may request a meeting with the supervisor, a designee of the President, and a representative of the Association.

If an administrator is reassigned by the College to a different position as part of the just cause process set forth in Article II.C, an additional probationary period

will be required. Specific performance objectives and the length of the probationary period, not to exceed eighteen (18) months, will be agreed upon by the College and the Association. If an administrator applies for and is appointed to a different position, a probationary period may be required.

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 in accordance with the Bullard-Plawecki Employee Right to Know Act. 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**

1. 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.
2. The College and the Association will work together to develop a new instrument to be used for the written evaluations of administrators. The evaluation instrument shall include participation in continuous improvement initiatives and leadership activities, as well as job-related goals and objectives and the timely completion of annual evaluations of any subordinates of administrators. The instrument ultimately adopted by the College must be used in all written evaluations and must be used in the manner intended in the evaluation process.
3. If an annual written evaluation is not produced and discussed with the administrator by May 1 of each year, then the administrator may submit a written request to his or her immediate supervisor(s) for his or her evaluation to be completed by June 15, and a copy of the request shall be simultaneously provided to the Director of Labor Relations and Human Resources Office.

## **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 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. Administrators are expected to possess at least a bachelor's degree except with respect to positions otherwise designated by the President.

**A. APPOINTMENT TO ADMINISTRATIVE POSITIONS**

1. Whenever a permanent position in the unit is open, the College will post the opening internally for at least five (5) working days prior to externally posting the position.
2. The composition of the selection committee for non-elected administrators at a director level and above shall include a minimum of one member of the Association's bargaining unit.
3. Final selections and recommendations to the Board for appointments to administrative positions rest with the President.

**B. 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 vacancy or absence of an administrator, the 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 the salary grade of the absent administrator, or by remaining on current grade and step, 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 applicable.

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 (31<sup>st</sup>) work day of the appointment, the person shall be required to comply with agency shop provisions of the contract, if applicable.

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.

5. If an administrator is given an extended special temporary assignment that lies outside his/her regular responsibilities, the President or designee will consult with the Association President to determine what, if any, additional compensation may be appropriate. Any decision by the President in such a matter is not subject to the grievance procedure.
6. The Association President shall be notified in writing by the Director of Labor Relations and Human Resources and his or her designee of any agreements between the College and any Association member(s) involving any compensation the Association member(s) receives that is above and beyond the compensation contained in this agreement. This includes, but is not limited to, an extra-contractual compensation of a non-teaching nature.

### **C. 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. Effective with the 2008-2009 contract year, if an administrative position is grant-funded, and grant-funding is no longer available to the previous extent, and as a result the position is eliminated, the affected administrator will not have the right to placement in a position currently held by a regular administrator or administrator regardless of length of service or qualifications and may not be placed in a position currently held by a non-represented part-time administrator. Such administrator shall have no right to recall as set forth by Article IV.C. All postings and job descriptions for such grant-funded positions will be prominently

labeled as such and include specific information regarding the lack of recall rights.

3. 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.
4. The President shall select for retention those administrators with the longest full-time service with the College, 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, and valid certification where needed. If the administrator to be retained has less College administrative service than one to be released, the President or designee shall, upon request, explain confidentially to the Association and the administrator to be released the reasons for the decision.

It is understood that an administrator who has sufficient teacher tenure and seniority shall have the option to transfer to teaching.

It is also understood that exempt administrators, including the President, shall make a good faith attempt to place, when necessary, an administrator in a vacant position for which the administrator is qualified, but may lack tenure and 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 a position currently held by a non-represented part-time administrator. However, the administrator is not obligated to accept placement in a part-time position. In this case, recall rights to a full-time position in accordance with Article IV.C. are not forfeited.

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, in the same pay grade the administrator held at the time of the release, provided such vacancy occurs within three (3) years of administrator's release. For the purpose of this Article, qualifications will be evaluated based on the official records of the College at the time of the vacancy. Administrators released may supplement those records at any time to make sure that their qualifications are clearly delineated in those records. However, an administrator is not obliged to accept placement in a position in a lower paying grade, and in this case, shall retain recall rights in accordance with this section. If an administrator accepts placement in a position in a lower paying grade, the administrator shall retain recall rights to a position in the same pay grade the administrator held at the time of the release in accordance with this section.

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.

The parties also agree that no administrator has the right to be promoted by operation of the layoff or recall process.

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.

#### **D. SALARY SCHEDULE PLACEMENT AND RECLASSIFICATION**

##### **1. New Positions**

- a. The President, or designee, and the Association President shall meet and collaborate on the appropriate salary schedule placement for any position that does not currently exist in the bargaining unit. Consideration for salary schedule placement will be based on a review of the following criteria:
  - i. Market (based on a mutually agreed upon group of comparable community colleges).
  - ii. Impact position has on the College in terms of enrollment, retention, finances,
  - iii. Scope of position responsibilities, including but not limited to range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfill within the boundary of his or her job or position.

##### **2. Reclassification**

- a. The reclassification process shall be concerned solely with the determination of appropriate salary grade placement of an administrator's position. A bargaining unit member requesting reclassification has the burden of proving to the Reclassification Committee that his or her position has evolved so that the level of work performed by that administrator is substantially and materially similar to the level of work performed by administrators in a higher pay grade.
- b. The Reclassification Committee shall consist of three (3) set members appointed by the President, one of whom shall be the Director of Labor Relations and Human Resources who will serve as chairperson, and two (2) members elected by the Association and one (1) member appointed by the Association President. The Reclassification Committee will be a Standing Committee whose members serve for one fiscal year beginning on July 1<sup>st</sup>.

The Association shall provide the College with written notice of its Committee members in June of the year preceding the applicable term.

- c. The process for reclassification shall be as follows:
- i. An Association member or the Vice President to whom an Association member reports may initiate a request for reclassification.
  - ii. Association members must notify the Association Executive Board in writing of intent to file for reclassification.
  - iii. Association President will contact the Committee Chairperson and inform him/her of the member's request and ask that all pertinent position data be forwarded to the Association President within five (5) business days.
  - iv. The Association Executive Board will meet with the applicant within ten (10) business days of notification of intent to file for reclassification to determine if reclassification is warranted.
  - v. If, by majority vote, the Association Executive Board determines that a petition for a reclassification hearing is warranted, the Association President will contact the Director of Labor Relations and Human Resources to schedule a meeting.
  - vi. The Reclassification Committee shall meet within fifteen (15) working days of receiving official notification from the Association President.
  - vii. 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.
  - viii. At the conclusion of deliberations, the Reclassification 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 President for consideration in recommending a salary status change to the Board. The minutes of the meeting shall be forwarded to the Association President.
  - ix. If the secret ballot vote results in a reclassification DENIAL, the Committee Chairperson will notify the applicant, in writing, why the Reclassification Committee failed to put forward their request. A copy of written statement should be sent to Association President.
  - x. Applicants who follow this process and are denied a reclassification are required to wait twelve (12) months prior to resubmission of request. This one-year limitation will also apply to applicants who are granted a reclassification to a higher salary grade.
  - xi. Re-submission of denied reclassification requests must identify significantly different reasons for requesting an additional review.

Nothing in this Article shall limit the President's authority in making final recommendations regarding salary grade or salary step placement on the salary schedule.



## E. 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 provided the Local 71 member meets or exceeds the qualifications currently required of full-time faculty in the Division and the requirements of the Higher Learning Commission. Exceptions are made only upon recommendation of the Vice President and approval of the President.
2. For extra-contractual assignments of a teaching nature, if the administrator notifies the appropriate Associate Dean of his or her interest in teaching by the first day of the preceding full semester (Fall for Winter, Winter for Spring, Summer and Fall), the administrator shall have priority in receiving a teaching assignment immediately following the assignment of classes to full-time faculty and prior to adjunct faculty.

Should an extra-contractual teaching assignment be cancelled by the College, the affected individual shall be offered an alternative extra-contractual assignment for which the individual is qualified, if one is available, first from persons who are not full-time faculty or administrators of the College, then from Local 71 members with lower College seniority.

- a. Class Reassignment: Schedule changes should be made as early as possible, preferably one (1) week prior to the beginning of the semester (defined as the first day of class).
  - b. If a class is cancelled or reassigned to a full-time faculty more than three (3) days before the semester begins, the Administrator has the right to bump into a class for which he or she is qualified to teach within the discipline, if the Administrator notifies the Associate Dean in writing (including email) within twenty-four (24) hours of notification of the cancellation.
  - c. If cancellation or reassignment to a full-time faculty occurs less than three (3) days before the beginning of the semester, no such bumping rights exist, however, the College retains the discretion to allow bumping under this procedure.
3. 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.
  4. 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 and approval of the College President and the Association President.

5. 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.
6. 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.

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.

#### **F. COMMUNITY SERVICE**

Each administrator in the unit is encouraged to perform up to eight (8) hours of community service during each contract year (July through June) during regularly scheduled work hours, with pay. The venue of the service, which shall be within the geographical boundaries of Wayne County, Michigan, shall be individually determined by the administrator and subject to College approval. Community service under this provision is intended to: provide support and demonstrate appreciation to those communities most strongly represented in the College's student body; establish a more personal connection and identity for the College in the minds of community organizations, leaders, and activists; establish a greater understanding among administrators of the communities the College serves through a greater College staff presence out in the communities; and lay the groundwork for establishing partnerships or coalitions with community organizations and leaders that may better serve the communities and the College in fulfilling their missions. Time taken under this provision must be approved in advance by the administrator's immediate supervisor.

#### **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 Human Resources 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
    - d. 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 Human Resources 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 Human Resources 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 Human Resources 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 (1) 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 Human Resources Office by November 1 or March 1.
- (4) An administrator on such leave shall receive no pay from the Board.
- (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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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. Family and Medical Leave**

- (1) An administrator who has worked for the College for at least one (1) year and has provided at least 1,250 hours of service during the prior twelve (12) months, may be granted an unpaid family or medical leave of absence for a specified period not to exceed twelve (12) weeks (or twenty-six (26) weeks under subparagraph (4), below).
- (2) Leaves under this provision may be for the administrator's serious health condition, as allowed by the Family and Medical Leave Act, provided the applicable need is made known to the College in accordance with the provisions of this Article and the FMLA, is supported by a proper doctor's certificate and, as requested, FMLA medical certification showing the nature of the illness and the estimated length of time the faculty member will be unable to perform his/her job. The College may require second and third opinions, as allowed by the FMLA.
- (3) The leave of up to twelve (12) weeks may also be: to care for a family member with a serious health condition; to care for a newly born child or a child newly adopted by the administrator or under foster care by the administrator within one (1) year of the placement; or for qualifying exigencies, as defined by the FMLA, related to an administrator's spouse, son, daughter or parent who is a military member on covered active duty (or has been notified of an impending call or order) to covered active duty status to a foreign country, as provided for by the FMLA.
- (4) An eligible administrator is also entitled up to twenty-six (26) weeks of leave during a 12 month period to care for a covered military service member or veteran who is the administrator's spouse, parent, child or next-of-kin, with a qualifying serious injury or illness, under the FMLA.
- (5) During this leave, the College shall continue to contribute its share of the administrator's premiums for health insurance, as required by the FMLA. During such leave, the

administrator shall be required to furnish a similar report from a doctor when requested periodically by the College as allowed by the FMLA. Should the administrator not return to work upon expiration of the FMLA leave, the College may recover premiums it paid to maintain coverage during the FMLA leave under limited circumstances allowed by the FMLA.

- (6) Leaves may be taken intermittently as allowed by the FMLA, and the administrator may be reassigned in such cases, as allowed by the FMLA. When leave is taken on an intermittent basis under the FMLA, the administrator must follow the College's regular attendance call-in procedures to report an unforeseeable absence.
- (7) Upon the expiration of said leave, the administrator shall furnish the College with a statement, signed by a physician, which establishes the fitness of the administrator to return to the administrator's job. Return near the end of a term may be restricted for teaching staff, as allowed by the FMLA. Should the College have reason to doubt the fitness of the administrator to return to the administrator's job, the College may, at its own expense, require the administrator to pass a physical examination to the satisfaction of a physician appointed by the College prior to the administrator's return to work.
- (8) This provision will be construed and applied in a manner consistent with the requirements of the FMLA. This provision is not intended to provide rights greater than those provided by the FMLA, and the College retains all rights allowed to it under that law. Administrators may be required to exhaust paid leaves and/or take other leaves available to them as College administrators, as allowed by the FMLA, concurrently with the FMLA leave.
- (9) Upon returning from leave, the administrator is entitled to be reinstated to his/her former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, to the extent required by the FMLA and this Agreement.

**e. Other Personal Leaves**

Requests for Personal Leaves not specifically referred to in this Agreement shall be forwarded to the Human Resources 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 administrator 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 Human Resources Office by November 1 or March 1.
- d. An administrator on such leave shall receive no pay from the Board.
- 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 Board 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, 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. At the beginning of each contractual year, each administrator shall be credited with one (1) day of sick leave for each month of employment in the upcoming contractual year. These days may be used for personal illness and emergencies and shall be taken in one hour units.

The days so credited shall be non-cumulative for those administrators who have attained one hundred-twenty (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 forty-eight (48) 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 four hour (4) 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 four hour (4) 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 for medical purposes when no other arrangements are possible, not to exceed ten (10) days in any one contractual year, plus up to an additional five (5) days if those days are taken pursuant to the FMLA.
  - e. Any request for an extension of time with regard to Items c. and d. above shall be made in writing to the Human Resources Office and shall be subject solely to the President's 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 and shall be taken in one (1) hour units.
2. Such days shall not be taken in conjunction with non-paid, non-work days or holidays except with the permission of the immediate supervisor.

3. Up to two (2) unused personal business days may be used for extra-contractual assignments; four (4) hours of personal business time 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 by a grievant (which may only be an administrator, a group of administrators, or the Association) of a violation, misapplication, or misinterpretation of specific provision(s) of this Agreement.

**B. PROCEDURE**

All grievances shall be processed in accordance with the following:

- Step 1. Any grievant may ask to meet with the Director of Labor Relations and Human Resources (or designee) to informally discuss the grievance. That meeting, if held, may include the grievant's immediate supervisor and an Association representative.
- Step 2. If the grievance is not resolved at Step 1 within twenty (20) work days following the event prompting the grievance, then the grievant shall be presented in writing at Step 2 to the appropriate Vice President within twenty-five (25) work days from the event prompting the grievance, stating the specific provisions of this Agreement alleged to have been violated, a detailed description of the grievance and the relief requested. Within fifteen (15) workdays after the Vice President's receipt of the grievance at this step, the Vice President or designee shall convene a meeting with the grievant, an Association representative and any other person deemed necessary for the meeting. The Vice President or designee shall then render a written response to the grievance within ten (10) workdays after the meeting, and provide a copy of the response to the grievant and the Association.
- Step 3. If the grievance is not resolved at Step 2, then within ten (10) workdays after the issuance of the Step 2 response, the Association shall, in writing, appeal the grievance to the College President. The President or designee shall meet with the grievant, an Association representative and any other person deemed necessary for the meeting, within fifteen (15) work days after receipt of the written grievance at this level. The President or designee shall answer in writing within ten (10) workdays 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 or designee's written answer.
- Step 4. If the Association is dissatisfied with the decision of the President or designee, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President or designee within ten (10) workdays after the Association's receipt of the decision of the President. The Association must then deliver written notice to the American Arbitration Association of its desire to arbitrate postmarked within thirty (30) calendar days after delivering such notice to 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 College 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 (15<sup>th</sup>) day following its delivery to both parties.

### **C. ADMINISTRATION**

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 grievant 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 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. 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 shall be taken in minimum of one (1) hour units. Administrators can automatically carry forward into the subsequent contractual year no more than ten (10) unused non-paid, non-work days.
- 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 and the President. 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.

- G. All Associate Deans shall be required to attend the annual College commencement ceremony.

## **ARTICLE X – INSURANCE**

- A. The College will offer Administrators the three health insurance options (which will include prescription options, unless otherwise agreed) adopted by the Association's Benefit Committee and its membership in May 2013 to the extent said plans remain available. The College will offer the same or similar plans in the future as agreed upon by the College and the Association. All coverage and benefit issues shall be subject to the terms of the applicable plans.
- B. The maximum monthly contribution of the College towards the premiums payable on behalf of employees participating in the College's sponsored health insurance plans, and who are entitled to employer paid contributions towards those premiums, shall not exceed 1/12<sup>th</sup> of the applicable annual fixed/hard caps for coverage at the respective levels of coverage (i.e., full family, two- person, or single coverage) in effect under Public Act 152 of 2011. Should the Board of Trustees elect the 80/20 option under the Act for a benefit/coverage year after the 2013-14 benefit coverage year, however, then the College shall pay 80% of the applicable premiums for eligible employees and their families.
- C. Each administrator shall pay any premium difference between the College's payments up to the statutory maximum applicable to the administrator's coverage level. The annual premium contributions required for an administrator's participation in a College sponsored group health plan shall be deducted from the administrator's paychecks through a qualified Section 125 Plan and, as such, will be done on a pre-tax basis. Should an Administrator not be entitled to pay for a pay period, or should the pay not be sufficient to cover the administrator's obligation for the premium, then the administrator shall promptly pay the College for his or her obligation for that pay period. Failure of an administrator to make payments for premiums as required may result in the termination of coverage, and reactivating coverage, if desired, shall be subject to the terms of the plan and applicable law.
- D. The coverage for which the Board shall contribute under the foregoing may be, at the administrator's option, protection for (a) self only, (b) self and spouse or one (1) child under age twenty-six (26), or (c) self and family (including only spouse and eligible children under age twenty (26)). Coverage shall only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Human Resources Office. The aforementioned age 26 maximum shall be adjusted to match the requirements of applicable federal law, as may be adjusted, or to age nineteen (19) if there is no federal requirement to extend coverage to children over age eighteen (18).
- E. In order to participate in one of the above plans, newly hired administrators must enroll in a plan during their first thirty (30) days of employment, and other administrators must enroll in a plan during the applicable open enrollment period specified by the carrier or as otherwise allowed by COBRA. For enrollments

outside of the open enrollment period, coverage is to be effective on the first day of the month following the date enrollment is completed. For enrollments made during an open enrollment period, coverage is to be effective upon the beginning of the following plan year.

- F. The Board 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.
- G. Administrators on professional, personal or civic leave may continue, at their own expense, in accordance with COBRA.

#### **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 January 1 of the applicable enrollment coverage year.
- B. \$2,000 in lieu of full family coverage shall be paid December 31 of each contract year.
- C. \$1,600 in lieu of one- (1) or two- (2) person coverage shall be paid December 31 of each contract year.
- D. This compensation shall not be provided when both husband and wife, or both parent and child under age 26, are employees of the Henry Ford College, nor shall dual coverages be provided in these instances.

#### **ARTICLE XII — DENTAL, OPTICAL, AND HEARING, AND LONG-TERM CARE 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. The annual per person maximum for dental benefit for Class I, II, III coverage shall be limited to \$1,700.

Long-term care benefits shall be provided for individual administrators only.

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 (2) 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 Short-Term Disability 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 — SHORT-TERM DISABILITY 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, per the terms of the applicable, Short-Term Disability Benefits and, when applicable, Long-Term Disability Benefits equivalent to those currently provided to a maximum of seventy percent (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**

For administrators employed by the College as an administrator as of March 31, 2014 and who as of that date were receiving longevity compensation under the terms of the parties' 2008-13 collective bargaining agreement, shall, for so long as they remain actively employed by the College as administrators, receive the amount of their respective 2012-13 longevity compensation payments for the life of this Agreement. No other administrators shall be eligible for longevity compensation.

Longevity will be restored and unfrozen to all members if the College offers Longevity to any non-eligible employee in another bargaining unit or Cabinet/exempt administrator.

### **B. PENSION SUPPLEMENT**

For administrators employed by the College as an administrator as of March 31, 2014 and who as of that date were receiving a pension supplement/TSA under the terms of the parties' 2008-13 collective bargaining agreement, shall, for so long as they remain actively employed by the College as administrators, receive the amount of their respective 2012-13 pension subsidy/TSA payments for the life of this Agreement. No other administrators shall be eligible for a pension supplement/TSA contribution by the College.

Four incumbents hired prior to March 31, 2014 who are not currently participating in TSA Pension will be permitted to enroll and begin receiving a \$2K pension supplement with no escalator, provided they enroll in the TSA within 30 calendar days of the effective date of this agreement.

### **C. 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 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 — 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, provided the Administrator complies with the Travel and Reimbursement policies of the College.

### **B. TUITION REIMBURSEMENT FUND**

- 1. The Board agrees to allocate 0.004 (0.4%) of the current budgeted payroll of full-time, non-exempt administrators for the reimbursement of administrators for tuition and fees for academic courses. The academic courses must be toward a master's, Ed.S., Ed.D., Ph.D. degree or related to the field in which the administrator is or may be assigned. Academic courses completed must be from a regionally accredited college or university.
- 2. In order to receive reimbursement for academic courses, an individual must submit a transcript for academic courses to the Human Resources Office on or before September 30 of the following year. Payment shall be made within thirty (30) days after the filing deadline.
- 3. 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 requests exceed the allocation.
- 4. Any monies remaining in a particular year's Tuition Reimbursement Fund shall be made available for application under the Professional Improvement Fund.

5. To be eligible for tuition reimbursement, an individual must be a non-temporary administrator or a temporary administrator with a minimum of one (1) year full-time employment at the College.
6. A committee composed of an exempt administrator and three (3) Association members shall prepare reasonable rules for and monitoring of the administration of such funds. The Association President shall designate the Association's representatives.

**C. PROFESSIONAL IMPROVEMENT FUND**

The Board shall appropriate 0.0051 (0.51%) of the current budgeted payroll of non-exempt administrators 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, or seminars to supplement, but not supplant, funds available from other sources, and tuition for academic courses that qualify under the terms of Article XXI, B., but not reimbursed under the article due to depletion of the monies in that fund.

A committee composed of an exempt administrator and three (3) 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. TUITION GRANTS**

Administrators, their dependent children (as per IRS Code), and spouses shall receive College-sponsored tuition and fee grants to attend credit eligible and non-continuing education unit courses at the College-provided:

1. A grade of "C" or better is earned in the course. If a lower grade is received, or the course is dropped after the approved drop period, the employee will be billed for the course.
2. The tuition and fee grant may be used once per course per person.

**ARTICLE XXI — FLEXIBLE SPENDING ACCOUNT/HEALTH SAVINGS ACCOUNT**

- A.** 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. The parties hereby agree that the

Flexible Spending Account extended annual deadline, permissible under IRS regulations, shall apply for the unit's members. Enrollees in an FSA may not participate in a health savings account program.

- B.** Administrators who may be participating in a High Deductible Health Plan under this Agreement shall, by January 1, 2015, have the option of also participating, through payroll deduction, in a Health Savings Account (HSA) sponsored by the College. An administrator must enroll in the HSA by December 5 of the year preceding the calendar year in which the administrator intends to participate. Enrollees in the HSA may not participate in a flexible spending account program.

## **ARTICLE XXII — 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 (1) year anniversary of their hire.



## ARTICLE XXIII - HFCC ADMINISTRATORS' ASSOCIATION SALARY STRUCTURE

Salary Grade	Position
1	<b>Associate Dean/Executive Director</b> <ul style="list-style-type: none"> <li>• Business and Computer Technology</li> <li>• Communications</li> <li>• Counseling</li> <li>• Enrollment Services and Registrar</li> <li>• Facility Services</li> <li>• Financial Aid</li> <li>• Industrial Technology</li> <li>• Information Technology and Facility Services</li> <li>• Health Sciences</li> <li>• Math and Science</li> <li>• Marketing and Communications</li> <li>• Social Science, Arts and Fitness</li> </ul>
2	<b>Director</b> <ul style="list-style-type: none"> <li>• Academic Relations, Articulations and Collegiate/University Partnerships</li> <li>• Financial Services</li> <li>• Information Technology</li> <li>• Institutional Research and Reporting</li> <li>• Network and IT Infrastructure</li> <li>• Purchasing</li> <li>• Teaching and Learning Support Services</li> <li>• Workforce and Professional Development</li> <li>• Student Retention and Success</li> </ul>
3	<b>Assistant Director</b> <ul style="list-style-type: none"> <li>• Financial Aid</li> <li>• Enrollment</li> </ul>
4	<b>Coordinator</b> <ul style="list-style-type: none"> <li>• Program Improvement and Effectiveness</li> <li>• Project and Facilities Engineering</li> <li>• Teaching and Support Services</li> </ul>
5	<b>Coordinator</b> <ul style="list-style-type: none"> <li>• Budget Coordinator</li> <li>• CIMED</li> <li>• Financial Services</li> <li>• Senior Systems Administrator</li> <li>• Web Architect</li> </ul>
6	<b>Supervisor</b> <ul style="list-style-type: none"> <li>• Bursar</li> <li>• Facilities Services</li> <li>• Library Services</li> <li>• Recruitment and Admissions</li> <li>• Senior Development Officer</li> <li>• Student Compliance</li> <li>• Systems Administrator</li> </ul>
7	<b>Manager</b> <ul style="list-style-type: none"> <li>• Business Analyst</li> <li>• College Store</li> <li>• Campus Safety</li> <li>• Payroll</li> <li>• Student Success</li> </ul>

8	<p><b>Manager</b></p> <ul style="list-style-type: none"> <li>• Admissions and Success</li> <li>• Apprentice and Trades</li> <li>• Early Alert</li> <li>• Ellucian Analyst</li> <li>• Financial Aid</li> <li>• Program Manager</li> <li>• Workforce Development</li> </ul>
9	<p><b>Manager</b></p> <ul style="list-style-type: none"> <li>• Accountant</li> <li>• Admission and Success Associates</li> <li>• Assistant, College-Store/Textbook Buyer</li> <li>• Enrollment Associate IV</li> <li>• Financial Aid Specialist</li> <li>• Information Technology</li> <li>• Orientation/News Student Engagement Specialist</li> <li>• Records Associate IV</li> <li>• Safety Specialist</li> <li>• Skylight Cafe</li> <li>• Staff Writer</li> <li>• Welcome Center Specialist</li> </ul>

Note: Certain positions may be designated as temporary. See individual job descriptions.

**A. SALARY TABLE**

	<b>Salary Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>FY2017 - FY2021</b>	1	\$87,072	\$88,813	\$90,589	\$92,401	\$94,249	\$96,134
	2	\$83,305	\$84,971	\$86,670	\$88,403	\$90,172	\$91,975
	3	\$79,681	\$81,274	\$82,900	\$84,558	\$86,249	\$87,974
	4	\$75,957	\$77,476	\$79,026	\$80,606	\$82,219	\$83,863
	5	\$69,107	\$70,489	\$71,899	\$73,337	\$74,804	\$76,300
	6	\$61,903	\$63,141	\$64,404	\$65,692	\$67,006	\$68,346
	7	\$54,847	\$55,944	\$57,063	\$58,205	\$59,369	\$60,556
	8	\$48,058	\$49,019	\$50,000	\$51,000	\$52,020	\$53,060
	9	\$41,260	\$42,085	\$42,927	\$43,785	\$44,661	\$45,554
	<b>Salary Grade</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
<b>FY2017 - FY2021</b>	1	\$100,206	\$104,279	\$108,089	\$112,424	\$116,497	\$119,992
	2	\$96,048	\$100,121	\$104,194	\$108,265	\$112,338	\$115,708
	3	\$91,952	\$95,930	\$99,908	\$103,888	\$107,868	\$111,104
	4	\$87,761	\$91,659	\$95,557	\$99,454	\$103,351	\$106,452
	5	\$80,122	\$83,742	\$87,555	\$91,368	\$95,179	\$98,035
	6	\$72,071	\$75,982	\$79,524	\$83,251	\$86,977	\$89,586
	7	\$64,193	\$67,832	\$71,471	\$75,108	\$78,747	\$81,111
	8	\$56,614	\$60,169	\$63,722	\$67,275	\$70,828	\$72,953
	9	\$49,020	\$52,485	\$55,951	\$59,417	\$62,880	\$64,767
	<b>Salary Grade</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>	<b>Step 16</b>	<b>Step 17</b>	<b>Step 18</b>
<b>FY2017 - FY2021</b>	1	\$122,392	\$124,840	\$127,337	\$129,883	\$132,481	\$135,131
	2	\$118,022	\$120,382	\$122,790	\$125,246	\$127,751	\$130,306
	3	\$113,326	\$115,593	\$117,904	\$120,262	\$122,668	\$125,121
	4	\$108,581	\$110,753	\$112,968	\$115,227	\$117,532	\$119,882
	5	\$99,995	\$101,995	\$104,035	\$106,115	\$108,238	\$110,403
	6	\$91,378	\$93,206	\$95,070	\$96,971	\$98,910	\$100,889
	7	\$82,732	\$84,387	\$86,074	\$87,796	\$89,552	\$91,343
	8	\$74,412	\$75,900	\$77,418	\$78,967	\$80,546	\$82,157
	9	\$66,063	\$67,384	\$68,732	\$70,107	\$71,509	\$72,939

## **B. STEP PLACEMENT**

Incumbent employees will be reset by 5 steps as a result of the parties adding 5 new lower steps to the beginning of each salary grade. (e.g. an incumbent currently on Step 3 will move to the newly numbered Step 8.)

Placement of incumbents on the salary schedule will occur on the first of the month following ratification and will be done as follows:

- Employees currently on Step 6 go to Step 7 – Step 11 to Step 12 in the new schedule.
- Employees currently on Step 8 go to Step 9 – Step 13 to Step 14 in the new schedule.
- Employees who receive \$2K or \$4K additions to base their salaries move to the step in the new grade closest to their current base salary.
- Those employees currently on a “whole” step move to the next “whole” step.
- Future Steps on July 1 of each year

## **C. FLSA CONSIDERATIONS**

Any new employee hired after the effective date of this agreement who is paid less than the FLSA salaried exemption minimum (\$47,476 as of 12/1/2016) shall be eligible for overtime after 40 paid (worked, sick, vacation, PB, etc.) hours during a work week. The work week shall be defined as Monday through Sunday. All overtime must be preapproved by the employee’s supervisor. Employees will be paid on a monthly basis. However, any overtime will be paid on the biweekly, hourly payroll schedule.

## **D. ENROLLMENT INCENTIVE**

~~Enrollment Incentive~~ lump sum payments equivalent to .25% (FY2018), .25% (FY2019), .5% (FY2020), and .5% (FY2021) of base salary for a 1% increase in enrollment and an additional .25% for every additional 1% increase in enrollment beginning in the 2017-18 FY.

The above language has been deemed unallowable in accordance with Federal Department of Education regulations. The College and the Association agree to meet and determine replacement criteria for this incentive prior to the August 31, 2017. In the event that both parties do not agree to the criteria, the parties will meet with a mediator. In the event of mediation, payouts will be retroactive.

## **E. MERIT POOL**

Merit lump sum payments beginning in the 2017-18 FY. Such amounts will be paid within 60 days after the completion of the Spring 2018 Performance Evaluation process. The criteria for selection as previously proposed by the College. The College proposes an annual merit pool of \$30,000.

All bargaining unit members who have been in their positions for at least a year as of their performance appraisal date and who receive overall ratings of

Excellence on their annual performance appraisal will be eligible to receive a prorated share of each year's merit bonus pool. Factors which will automatically disqualify an otherwise eligible bargaining unit member are:

- Failure to perform annual Community Service during the evaluation period.
- Being placed on a Performance Improvement Plan at any time during the evaluation period.
- Being subject to disciplinary action at the Written Reprimand level or above.
- Receiving a rating of Unsatisfactory on either the Commitment to Health & Safety or Punctuality & Attendance sections of the Annual Evaluation.

#### **ARTICLE XXIV — 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 or 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 XXV — 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 XXVI — 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 XXVII — 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 College Board of Trustees/Dearborn Board of Education.

## **ARTICLE XXVIII — DURATION OF CONTRACT**

Except as provided in Article X, this Agreement shall be effective on November 1, 2016, and shall continue in full force and effect until June 30, 2021. On or about March 1, 2021, 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 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, 2021, the 2016-2021 contract shall remain in effect from day to day until a new contract is agreed upon; however, the continuation of the 2016-2021 contract may be terminated by either party with forty-eight (48) hours notice.

## **ARTICLE XXIX – 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, sit down, 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 1st day of November, 2016.

**FOR THE BOARD**

(Signed)

Mary Lane, Board Chairperson  
Stanley Jensen, HFC President  
Cynthia Glass, VP Human Resources  
John Satkowski, VP Financial and  
Auxiliary Services

**FOR THE ASSOCIATION**

(Signed)

David Cunningham, President  
Cynthia Parrelly  
Jerry Kondraciuk  
Tim Seguin  
Christopher Tucker  
Elizabeth Preston  
Fred Steiner

## STATEMENT OF AGREEMENTS

1. With regard to Article I (Dues Checkoff), the Association and the College will continue to work toward routine reports needed by the Association.

**2. PENDING RECLASSIFICATIONS**

The College’s proposal placement of job titles into the new salary schedule resolves two pending reclassification requests as follows:

- a. Facilities Manager – Old Grade 8 to New Grade 8
- b. Supervisor of Financial Services – Old Grade 5 to New Grade 5

Incumbents will be placed on the step in the new grade which is closest to their current base salary, but also greater than their current base salary. These reclassifications will be effective the first of the month following ratification of the contract.

The 3 other pending requesting review of their positions for reclassification purposes shall have reclassification meetings convened on their behalf within 30 working days of ratification of this agreement.

3. Six job titles will be assigned to lower pay grades on the effective date of this agreement, but grade changes will not be implemented until current incumbents leave the positions. However, when a vacancy first occurs in one of the 6 job titles, the title will again be reviewed for proper placement, taking into account the criteria listed for assignment of new job titles agreed to in Article IV.D. Under no circumstances will incumbents currently on probation be failed on probation for the purpose of hiring new employees in at a lower pay grade.

New Hire Placement	Intended Grade
Executive Director-Marketing & Communication	2
Assistant Director of Enrollment Services	5
Assistant Director of Financial Aid	5
Coordinator of Program Improvement & Effectiveness	5
Director of Institutional Research & Reporting	5
Institutional Research Business Analyst	8



#### 4. VOLUNTARY EMPLOYEE SEVERANCE PROGRAM

The parties agree to implement a Voluntary Employee Severance Program ("VESP") as described as follows:

##### Objective

Henry Ford College ("HFC") has adopted the Voluntary Employee Severance Program ("VESP") to afford eligible employees the opportunity to resign voluntarily in exchange for the payment of benefits. Applications from Employees electing to resign under the VESP must be received by the Office of Human Resources beginning **January 31, 2017**, but no later than 4:00 p.m. on **March 14, 2017**. Employees wishing to rescind their application may do so through 4:00 p.m. on **March 21, 2017**. The VESP will be administered by HFC which has the sole discretion to interpret the VESP and determine eligibility for benefits.

##### Qualifications and Exclusions

A. An eligible employee who wishes to apply for the VESP must:

1. Voluntarily elect to resign under the VESP by properly completing the "Application for Enrollment" prescribed by HFC and filing it with the HFC Office of Human Resources. The application must be received by the Office of Human Resources no later than 4:00 p.m. on **March 14, 2017**.
2. Sign, and not revoke, the "Release and Waiver of Claims Agreement" and complete the "Beneficiary Designation" forms (prescribed by HFC) and submit them, along with a written letter notifying HFC of their decision to resign under the VESP to the HFC Office of Human Resources, no later than 4:00 p.m. on **March 14, 2017**. The eligible employee must have executed and not revoked the Release and Waiver of Claims Agreement, and the revocation period must have expired.
3. Resign from Henry Ford College ("HFC") no later than **June 30, 2017**, except to the extent retention rights are exercised, as described below.

B. An individual Administrator's VESP shall be null and void unless an "Application for Enrollment" is received by the HFC Office of Human Resources no later than 4:00 p.m. on **March 14, 2017**, and the eligible employee had declared employee's intentions to resign as described above.

C. HFC reserves the right to retain certain Administrators for up to one year beyond the elected exit date, based upon the educational and operational needs of the College. Those retained will still receive VESP payments beginning no later than four months following the Administrator's exit date.

If the retained resignee attains age 67 during the retention period, the VESP payment will be paid in one lump sum on December 15, 2017.

D. HFC reserves the right to not execute the VESP if at least one (1) eligible employees do not participate.

**Eligibility**

All current (as defined under the HFC Local 71 labor agreement), Administrators who have twelve (12) years of full-time service with Henry Ford College as of June 30, 2017, shall be eligible to participate in the VESP. Administrators presently on approved leaves of absence, disability and/or workers' compensation, or who otherwise qualify, may take advantage of the VESP plan.

**Benefits**

A. Eligible Employees who submit an "Application for Enrollment" and otherwise complete all necessary conditions, will receive VESP payments equaling 70% of the 2015-2016 contractual salary, with a maximum VESP payment of \$70,000. Based on the employee's resignation date, this amount shall be paid in three (3) installments on the following dates:

<b>Resignation Date</b>	<b>1st Payment</b>	<b>2nd Payment</b>	<b>3rd Payment</b>
On or before June 30, 2017	December 15, 2017	December 15, 2018	December 14, 2019

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