



Between the

Board of Trustees of St. Clair County Community College of the County of St. Clair

and the

St. Clair County Community College Career Plan Association

St. Clair County Community College Port Huron, Michigan

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RECOGNITION

The College recognizes the Career Plan Association as the sole and exclusive representative for the purpose of collective bargaining with respect to employment for the entire term of this Agreement for all full-time and part-time personnel as described in the Career Plan Association Agreement excluding all other employee groups.

SICK LEAVE

Full-time non-contingent employees' sick leave is earned and credited one (1) day for each month of service. The maximum accumulated sick leave time for all full-time non-contingent employees shall be one hundred fifty (150) days.

Part-time non-contingent employees' sick leave is earned and credited at the proration of hours worked to full-time for each month of service. Earned days for a month shall not exceed one (1) day.

Part-time non-contingent employees hired prior to July 1, 2016: shall be allowed to keep their balance of sick days as of June 30, 2016. Unused annual sick time may be accumulated up to a maximum of three hundred seventy-five (375) hours. A balance above three hundred seventy-five (375) as of June 30, 2016 shall be allowed to remain until/if the balance reaches three hundred seventy-five (375) hours.

Part-time non-contingent employees hired after July 1, 2016: There is no carryover of unused sick leave after June 30th of each year for part-time non-contingent employees hired after July 1, 2016. Part-time non-contingent employees hired after July 1, 2016 have sick leave available in the fiscal year it is earned only.

Annual sick leave is credited at the beginning of the fiscal year but is earned monthly on the 15th of each month. Annual sick leave time advanced and used but unearned at termination shall be deducted in any final pay calculation.

Sick leave may be used for illness of the employee, his/her spouse, or children living in the home. Sick time usage of more than three (3) consecutive days may require a doctor's note if requested by the College.

In any case where a College employee is absent from his/her employment by reason of injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to him/her under the existing sick leave policy less the amount of compensation payable to such employee under said Act. Leave time shall be deducted from the employee's accumulated leave time, in proportion to the daily amount paid by the College. In cases where the amount of compensation paid by the Act equals more than one-half (1/2) but less than a whole day, no sick leave shall be deducted.

In addition to the leave provided for above, employees shall have the right, if they qualify, to take leave under the Family Medical Leave Act (FMLA). Any request for an FMLA leave shall be governed by the law and regulations of the FMLA. To the extent permitted by law, the College shall have the right to have paid leave and FMLA leave run concurrently.

ANNUAL AND PERSONAL LEAVES

Leave requests must be submitted in advance, and approved by the immediate supervisor. Leave may be advanced to the amount equal to that to-be earned during the current term of employment. Employees will receive payment for all earned but unused annual leave accrued up to a maximum of thirty (30) days at the time of their termination of employment. This applies to all except those who have failed to complete three (3) full months of continuous employment at the time of their termination.

Annual leave will be earned and accrued by full-time non-contingent College Career Plan members in accordance with the following schedule:

Earning and Accrual Rate

0 - 5 years of service - 1.75 days per month 5+ -9 years of service - 2.00 days per month 9+ years of service - 2.25 days per month

Part-time non-contingent Career Plan Association members annual and personal leaves are prorated based on the number of hours worked in comparison to full-time Career Plan members.

Annual vacation leave is credited at the beginning of each fiscal year but is earned monthly on the 15th of the month. Movement on the scale for years of service is July 1st following the earned years of service. Annual leave time advanced and used but unearned at termination shall be deducted in any final pay calculation.

Maximum limits for all eligible staff shall be thirty (30) days of earned annual leave, carried from one (1) contract period to the next contract period. Over limits are removed on June 30th of the carryover year and accrual is added on July 1st of the new contract year. If approved by the appropriate Vice President and notification is provided by June 1st to payroll, continuous vacation days scheduled before June 30th in which the vacation starts on or before June 30th, will not be lost due to carryover limits. Not more than forty-five (45) days may be used during any single agreement year unless otherwise approved by the College.

Personal leave days are provided for full-time non-contingent Career Plan members for leave time due to extenuating circumstances as deemed appropriate by the individual employee. Examples of these days are: bereavement, or necessary personal business which cannot be taken care of outside of work hours, and/or do not fall under definitions for annual or sick leave. Requests for use of these days are to be submitted in writing per established form to the appropriate supervisor. A maximum limit of five (5) days annually may be granted. Additional days for bereavement may be granted by the appropriate Vice President in extenuating circumstances. Requests must be made in writing outlining reasons the additional time is needed, and shall be signed by the employee, the reporting supervisor, and forwarded to the appropriate Vice President.

Personal business and bereavement days for part-time non-contingent may be granted at a prorated rate by the appropriate Vice President.

Jury Duty: A leave of absence, with pay, not chargeable against an employee's leave time allowance, shall be granted when an employee is called for jury duty or is subpoenaed by a recognized court of law. The College shall pay the employee their salary. The employee shall reimburse the College his/her jury duty pay.

HOLIDAYS

Non-contingent employees shall have the following days off with pay for holidays or days closed. Parttime non-contingent Career Plan Association members holiday compensation shall be prorated based on the number of hours worked in comparison to full-time Career Plan Association members.

- New Year's Day plus one
- Friday of Spring Break
- Memorial Day
- Independence Day
- Labor Day

- Day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day plus one

If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday. This schedule may be revised annually.

The Christmas/New Year's Holiday Calendars shall be as follows:

| <u>2018-2019</u> | |
|------------------|--------------------------------|
| Holidays: | December 24, 25, 31, January 1 |
| Days Closed: | December 26, 27, 28 |
| <u>2019-2020</u> | |
| Holidays: | December 24, 25, 30 January 1 |
| Days Closed: | December 26, 27, 30 |

The College may make exceptions and/or substitutions in the holiday schedule provided not less than eleven (11) holidays a year plus the days the College is closed between Christmas and New Years' are observed.

Employees shall receive holiday pay for days in which he/she would otherwise have been scheduled to work.

PERFORMANCE APPRAISAL

Performance appraisals shall take place at least once a year between January 1st and March 1st. Appraisals will be shared with the staff member in a meeting, and will be maintained in the personnel file. Appraisals may be done more often if necessary.

- 1. Each College Career Plan member is to be provided with a written evaluation of performance by a supervisor.
- 2. The evaluation shall be carried out at least once annually. The completed evaluation forms are to be available to the person evaluated and maintained in each College Career Plan member's personnel file.

PROFESSIONAL DEVELOPMENT

Each Career Plan Association member shall participate in professional development activities.

- Professional development shall be defined as any activity that contributes to the professional growth and development of the member over and above the in-service activities provided for in the College calendar.
- Professional development shall include, but not be limited to, professional reading, attending workshops, seminars, and conferences; active membership in professional organizations; writing for publication; reviewing textbooks and other educational materials; making presentation to professional groups and organizations; participating in teleconferences, webinars; taking collegecredit courses; and earning continuing-education credits.

COMPENSATION FOR ADDITIONAL DUTIES

All members of the College Career Plan Association shall be expected to perform duties assigned to them as part of their appointment. Exceptions may be allowed in the following cases:

- A. A College Career Plan Association member on less than a twelve (12) month appointment may be given a contract for any portion of the remaining period or may be given a contract to teach in summers provided that there is not an overlap.
- B. A College Career Plan Association member may be given a supplementary contract to teach courses, provided in the judgment of his/her supervisor that it can be done in such a time and manner so as not to interfere with normal duties.
- C. A College Career Plan Association member may be given a supplementary contract to perform other duties, provided in the judgment of this supervisor it can be done in such a time and manner so as not to interfere with normal duties.

APPOINTMENT

Appointment shall be on a year-to-year or less basis. New employees shall be required to serve a ninety (90) calendar day probationary period. The probationary period may be extended at the discretion of the College.

Persons with less than five (5) years of service whose employment will not be continued for the following year or period shall be notified by May 1st in advance of the expiration of the current appointment. Persons with five (5) but less than ten (10) years of service whose employment will not be continued for the following year or period shall be notified by April 1st in advance of the expiration of the current appointment. Persons with ten (10) or more years of employment shall be notified by March 1st in advance of the expiration of the current appointment. Persons with ten (10) or more years of employment shall be notified by March 1st in advance of the expiration of the current appointment.

In the event of a reduction or shortfall in revenue, if the College determines that it is necessary to make budgetary and employee adjustments, any member of Career Plan Association is subject to being laid off for the remainder of their contract upon sixty (60) days prior written notice. Those subject to this provision will have the right to re-call for up to the remainder of their current appointment.

From time to time the College may establish positions that will be filled for a specified limited term (i.e. temporary/contingent staff). Persons employed in such capacity shall be subject to review and shall have no claim to continued employment beyond the specified term established for that position. See Guidelines for Temporary/Contingent Staff in Appendix C.

Employees may be dismissed for cause at any time during the appointment.

MILITARY LEAVE

A member will be granted a leave-of-absence without pay for military service in accordance with federal law governing military service. Upon completion of military service, the College will re-employ the staff member in a comparable position in accordance with federal law.

A member under contract who is called to temporary active duty as a reservist for periods of two (2) weeks shall be granted a leave-of-absence and be entitled to receive pay from the College equal to the difference between his/her regular full-time salary and his/her military pay. Leaves beyond two (2) weeks will be without pay and members on such leaves shall have reinstatement rights as provided for by federal law. Such employees will receive benefits as provided by law.

BENEFIT PROGRAM

The following non-salary benefits will be offered to full-time non-contingent members of the College Career Plan Association.

A. Life Insurance: The College shall provide group term life insurance plus Accidental Death and Dismemberment insurance for each full-time non-contingent Career Plan Association member in the amount of 1.0 x the Career Plan member's base salary, with a minimum of thirty-thousand dollars (\$30,000). The carrier shall be selected by the College and the premium thereon less any dividend that may be payable on said policies shall be paid by the College. Benefits shall be payable to the employee's designated beneficiary.

B. Group Health Insurance:

1. The College shall provide each full-time non-contingent Career Plan Association member with the State of Michigan legislated hard cap amount listed below towards the purchase of agreed upon health care. Association shall choose a carrier and plan no later than fortyfive (45) calendar days prior to the end of the health plan year. Failure to notify the College by the deadline shall result in the College implementing continuation with the then current carrier and plan(s). If the current carrier and plan(s) are not available then the College shall implement a plan and carrier at its sole discretion.

| | <u>2018-2019</u> | 2019-2020 |
|----|------------------|-----------|
| FF | \$17,892.36 | TBD |
| 2P | \$13,720.07 | TBD |
| 1P | \$6,560.52 | TBD |

- a. If the amount provided for Health Care exceeds the cost of the premium, the excess amount shall be placed in an HSA (Health Savings Account) if the member is enrolled in a qualified College sponsored HSA plan.
- b. In the event the hard cap contribution provided by the College does not cover the cost of the premiums, members shall make the necessary contributions, per month by payroll deduction, to the cost of their health insurance. Failure to make payments shall result in cancellation of coverage.

- c. Members deciding to fund their College sponsored HSA (Health Savings Account) may make contribution via payroll deduction to do so, not to exceed the maximum IRS allowed deduction to an eligible HSA provider.
- d. The amounts set forth in this paragraph shall be adjusted annually for the plan year as the adjusted amounts are set by the State Treasurer pursuant to section 3 of the Publically Funded Health Insurance Contribution Act, MCL section 15.563.
- 2. Career Plan Association members not electing College-paid group health insurance or not having a spouse receiving College paid group health insurance coverage shall receive two hundred twenty-five dollars (\$225) per month, upon proof of other health insurance coverage.
 - a. If a Career Plan Association member finds it necessary to revert to College paid health insurance, the decision to resume College-paid health insurance shall be subject to the approval of the insurance company and be subject to any restrictions placed thereon by the carrier.
- C. **Dental Insurance**: The College shall provide each full-time non-contingent Career Plan Association member dental insurance. Cash in lieu of dental insurance of twelve dollars and fifty cents (\$12.50) per month is available to an employee that chooses to opt out of dental coverage at the time of open enrollment.
- D. **Vision/Hearing Insurance**: The College shall provide all full-time non-contingent Career Plan Association members the benefits of the College Vision Plan in annual amounts designated below:
 - 1. For 2018-2019: \$500 to be allocated to members
 - 2. For 2019-2020: \$500 to be allocated to members

For those currently enrolled in a qualified College sponsored HSA, deposit of the vision allocation will be made no later than January 31st in the plan year.

For members not in a qualified College sponsored HSA, vision/hearing expense will be reimbursed by providing a receipt for expenses up to the maximum amount.

- E. **MPSERS Retirement and FICA**: The College will continue to pay the legally required rates for all Career Plan Association members.
- F. **Optional Retirement Plan**: In addition to the Michigan Public School Employees Retirement System program, newly hired non-contingent full-time Career Plan Association members shall have the option of choosing the optional retirement plan provided by the College. All provisions for enrollment, amounts provided by the College, and amounts to be paid by the Career Plan Association member shall be governed by the terms and conditions of the optional retirement plan adopted by the College as required by state of Michigan regulations. The optional retirement plan for eligible members is described in Appendix A.
- G. Worker's Compensation: As provided by law.
- H. **Travel and Accident Insurance**: The College shall provide travel and accident insurance for all non-contingent Career Plan Association members traveling on College business in an amount of one-hundred thousand dollars (\$100,000).

- I. Leave Policies: Military, sick, annual and personal leaves, shall be governed by any applicable law or by the applicable College policy.
- J. **College Sponsored Functions:** Career Plan Association members shall be permitted, without charge, to attend all College-sponsored functions by showing proper identification. A Career Plan Association member may have one (1) other person accompany him/her to such activity without charge. International Symphony and special designated events excluded.
- K. **Scholarships**: A scholarship will be awarded to any full-time or part-time non-contingent Career Plan Association member, spouse, dependent children thereof, and spouse and dependent children of full-time non-contingent Career Plan Association members who die while actively employed by the College who enroll in College credit or Workforce Development courses if there are enough other paying students to warrant the continuing of the class.
 - 1. Unmarried Career Plan Association members may designate any legal dependents according to Internal Revenue Service standards for such a scholarship.
 - 2. Any scholarship shall include the registration fee, tuition, and contact hour fee if applicable.
 - 3. Any recipient of a scholarship as designated above shall pay other normal fees.
- L. **Educational Fund**: The College shall provide a fund for use for education, professional memberships, travel and conferences each year of this Agreement. Money not used in any year may be retained in this fund and added to subsequent years' funds, not to exceed a total fund of twenty-five thousand dollars (\$25,000).

Seven thousand dollars (\$7,000) each year shall be provided for professional memberships, travel, and conferences

- 1. Money from this fund may be requested by any Career Plan Association member for education, professional memberships, travel, or conferences.
- 2. Allocation of this fund shall be administered by the Human Resources Department after approval by appropriate Vice President.
- 3. Twelve thousand dollars (\$12,000) annual Advanced Degree fund shall be provided to support earning an advanced degree from an accredited institution relevant to current job duties. Support of seventy-five percent (75%) or more for degree attainment shall require commitment to work at St. Clair County Community College for a minimum of three (3) years after degree attainment. Voluntary separation from the College prior to the three (3) year minimum shall require reimbursement to the College for education funds received from the College for the degree attainment. In those instances where the employee is laid off or experiences a medical/catastrophic event (i.e. death, disability, etc.) beyond the Career Plan Association members control prior to the three (3) year minimum shall not be required to continue reimbursement for education funds received. Funds shall only be awarded after all financial aid or scholarships are deducted from educational expense requests. Funds shall only be used for tuition/fees/books.

Allocation of this fund shall be administered by the Human Resources Department after approval by appropriate Vice President.

M. Long Term Disability: (see Disability on page 11)

SALARY GUIDE

The College shall have one (1) pay scale as outlined in this contract. Salary placement and movement is determined by the College. Salary placement and movement is based on market value per position using data such as salary.com and/or cupahr.org.

The full-time non-contingent salary range for the term of this agreement is \$37,000 to \$112,000.

Each year of the agreement on July 1, each member shall receive a pay increase in the amount of 1% of their base pay. In addition, the college agrees to distribute a minimum of one percent (1%) within the association through merit/wage adjustments by June 30 of each year. Determination of the distribution of funds through merit/wage adjustments will be at the sole discretion of the College. The one percent (1%) merit/wage adjustment distribution will be calculated based on July 1st total budgeted salary for the Association. A merit stipend/wage adjustment report providing the number of recipients and total dollars allocated shall be sent to the Association President by June 1st of each year of the agreement.

MERIT STIPEND

A merit stipend may be awarded for service as determined by the College including but not limited to a review of the employee evaluation. Individual merit increases may be in any amount but shall not exceed twenty-five hundred dollars (\$2,500) annually and will not be added to base pay.

WORK SCHEDULE

The full-time work week shall consist of thirty-seven and one-half (37.5) hours. Paid leave time shall count as part of the work week.

The College shall be free to establish a work schedule for employees as is necessary for the operation of the College.

Should the College adopt a flexible hour work week, total straight time weekly hours shall not exceed thirty-seven and one-half (37.5) hours.

OVERTIME

Overtime payment for non-exempt employees will be paid for hours worked in excess of forty (40) hours in any work week. For purposes of computing the forty (40) hours, the work week is from Sunday through Saturday.

CONFLICT RESOLUTION PROCEDURES

Any Career Plan Association member, who feels that he/she has a just cause for complaint, shall follow the procedures outlined below.

- 1. He/she should request and be given an informal hearing by his/her supervisor to discuss adjustment of the matter of concern.
- 2. If step one (1) does not result in a satisfactory adjustment, either party may request a second informal meeting,
- 3. If step two (2) does not result in a satisfactory judgment, both parties shall submit their case in writing to the College President for a determination which shall be final and binding on all parties.

JOB DESCRIPTIONS

Whenever new jobs are established in the unit, the College shall establish the job, its duties, qualifications, and the rate to be paid. The College shall notify the unit of such job establishment prior to implementation. Career Plan Association reserves the right to negotiate wages, hours, and other conditions of employment for these positions.

Job descriptions shall be developed by the College, and maintained by the Department of Human Resources for all positions within the unit.

MATERNITY/PATERNITY, ADOPTION AND FAMILY MEDICAL LEAVE

Maternity and paternity leaves are to be granted consistent with the sick leave policy or the application of the Family Medical Leave Act (FMLA) as the case may be.

Family and Medical Leave: A College Career Plan Association member may request an unpaid leave for a family or medical situation as permitted by law. This leave shall not exceed twelve (12) weeks calculated pursuant to a rolling year.

If the Career Plan Association member requesting the aforementioned leaves as provided by this policy has not returned to duty within the time stated in the request for the leave, that Career Plan Association member shall forfeit his or her claim to return to employment with the College. Persons on these leaves shall not be gainfully employed at places other than St. Clair County Community College for the duration of such leave.

DISABILITY

The College shall provide long-term disability insurance coverage to all full-time non-contingent Career Plan Association members which commences upon the greater of one hundred eighty (180) calendar days from the last day worked based on medical documentation or the exhaustion of any sick day accumulation and continues to age sixty-five (65). The benefit shall be sixty-six and two-thirds percent $(66^2/_3 \%)$ of base salary for the duration of this agreement.

Full-time non-contingent Career Plan Association members on extended sick leave shall make application for long-term disability benefits at least thirty (30) calendar days prior to the anticipated date of eligibility.

As long as a Career Plan Association member is receiving paid leave benefits, the College shall continue to pay the premiums for the insurance coverage provided in this Policy. This is subject to any insurance carrier restrictions. The obligation of the College to make any insurance premium payments shall not extend to coverage beyond twelve (12) months from the date of initial disability.

Once a Career Plan Association member is no longer receiving sick leave benefits, he/she shall be allowed to purchase health insurance through the College to the extent allowed by law and the carrier.

Before a Career Plan Association member has been off work for one hundred eighty (180) calendar days, he/she must provide the College with an indication of his/her intention and ability to return to work. If the member has more than five years of service at the College, desires and medically is able to return to work within one year from the last day worked based on medical documentation, the College may grant at its sole discretion up to a six-month leave with the understanding that the member will be returned to his/her former position. Such a leave will be unpaid unless the member has sufficient accrued paid leave

days. Such a request must be supported by a medical opinion/prognosis which includes ability to return to work and ability to perform essential job duties. It is understood that the College may request additional medical and other evidence at its own expense.

CAREER PLAN ASSOCIATION PERSONNEL LIST

An annual list of members as of July 1st of each fiscal year shall be provided to the Association no later than September 30th of each fiscal year.

APPENDICES

APPENDIX A

OPTIONAL RETIREMENT PLAN

| A. Plan Administrator | St. Clair County Community College 323 Erie Street Port Huron, MI 48060 |
|--|--|
| B. Designation of Fund Sponsors | TIAA Teachers Insurance and Annuity Association |
| C. Plan Design Considerations | |
| I. Eligibility | All Full-time Faculty at time of hire All Full-time Administrators/Professionals at time of hire College President at time of hire |
| II. Contributions | Contributory plan Percentage of salary Employee contributes four percent (4%) College contributes fifteen percent (15%) If a member chooses to contribute more than four percent (4%), the College will match the additional contribution for each percentage up to and including three percent (3%) making the maximum contribution by the College eighteen percent (18%) |
| III. Vesting | Full/immediate vesting |
| IV. Service Method | Not applicable |
| V. Service of Accounts | All Available |
| VI. Cash Withdrawal Rules D. Implementation | Cash at retirement or termination of employment one- hundred percent (100%), no restrictions by College Subject to extent permitted by Fund Sponsors |
| I. Establishment of Plan | October 1, 1996 |
| II. Effective Date of Contributions | October 1, 1996 or the first of the following month after plan participation document has been received by the College. |
| III. Window for New Employees | First ninety (90) days of eligible employment |
| IV. Effective Date of Contributions | First date of eligible employment for new employees |

APPENDIX B

CAREER PLAN ASSOCIATION MEMBERS

EMPLOYEE PERFORMANCE FEEDBACK

The goal of the evaluation is to receive and provide feedback and job expectations. The format, using the factors to be evaluated, will be developed and defined to achieve these goals with appropriate feedback as determined by the College from Career Plan Association members. Form to be used will be available in the offices of Human Resources.

FACTORS TO BE EVALUATED

- 1. Quality of Employee's Work
- 2. Exercise of Good Judgment
- 3. Attendance to include punctuality
- 4. Employee engagement participation in team effort
- 5. Work Ethic
- 6. Initiative
- 7. Adaptability
- 8. Communication Skills
- 9. Dependability & Accuracy
- 10. Innovation
- 11. Contribution to Student Success
- 12. Accountability

APPENDIX C

TEMPORARY/CONTINGENT STAFF

CONDITIONS OF HIRE:

- Position is contracted for a specified limited term or contingent upon receipt of grant funds or scope and satisfactory performance. Person employed in such capacity shall be subject to review and shall have no claim to continued employment beyond the specific term established for that position. Temporary/Contingent staff do not receive non-renewal notices. Continued employment, at the discretion of the College, is dependent upon the issuance of a new appointment.
- 2. Job description is determined by supervisor and appropriate Vice President and a copy sent to the Office of Human Resources.
- 3. College determines compensation.
- 4. Benefits not required by law will be determined by the College at the time of appointment. In no case will benefits exceed benefits accorded to other Career Plan Association members. Contingent employees are not eligible for the ORP retirement benefit.
- 5. Temporary/Contingent employees are subject to the terms and conditions of their employment document.

PERFORMANCE APPRAISAL:

As determined by the College.

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Duration of the Agreement

This Agreement for Career Plan Association shall be effective on July 1, 2018, and shall continue in effect until the 30th day of June 2020.

Board of Trustees By: Nicholas DeGrazia, Chairper on By: John Adair, Vice Chairperson By: Dr. Deborah Snyder, President

By: Bethany Mayea, Vice President of Human Resources

Association By: Kim Heering

By: Rob McGregor

By:

Anne McPherson

By:

Michael Shea Sr.