



# **AGREEMENT**

## **2016-2018**

Between the

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

and the

**St. Clair County Community College Leadership Association**

St. Clair County Community College  
Port Huron, Michigan

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## **Article 1 - RECOGNITION**

The College recognizes the Leadership 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 regular part-time personnel as described in the Leadership Association Agreement excluding all other employee groups.

## **Article 2 - APPOINTMENT**

The appointment shall be on a year-to-year or less basis.

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

## **Article 3 - 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 association President of such job establishment prior to implementation. Leadership Association reserves the right to negotiate wages, hours, and other conditions of employment for these positions.

Job descriptions shall be developed, and maintained by the College for all positions within the group.

## **Article 4 - PROFESSIONAL DEVELOPMENT**

Each Leadership Association member shall agree to do professional development each year.

- 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.

## **Article 5 - SALARY GUIDE**

The College shall have one (1) pay scale as outlined in this contract. Salary placement and movement is determined by the College.

The salary cap for the term of this agreement is: \$112,000

For each year of the agreement if less than one (1%) percent is distributed within the association through merit/market pay adjustments as determined by the College then one (1%) percent shall be distributed to all members within the salary guide. One (1%) percent level to be calculated based on July 1<sup>st</sup> total budgeted salary for the Association. A merit/market report of number of recipients and total dollar allocated shall be sent to the Association President by June 1<sup>st</sup> of each year of the agreement.

## **Article 6 - MERIT PAY**

A merit stipend may be awarded for service as determined by the College. Individual merit increases may be in any amount but shall not exceed three-thousand dollars (\$3,000) annually and will not be added to base pay.

## **Article 7 - 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.

## **Article 8 - COMPENSATION FOR ADDITIONAL DUTIES**

All members of the Leadership Association shall be expected to perform duties assigned to them as part of their appointment. Exceptions may be recommended to the President in the following cases:

- A. Leadership Association members 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. Full-time Leadership Association members may be given a supplementary contract to teach courses, provided in the judgment of the supervisor that it can be done in such a time and manner so as not to interfere with normal duties or normal hours.
- C. Full-time Leadership Association members may be given a supplementary contract to perform other duties, provided in the judgment of the supervisor it can be done in such a time and manner so as not to interfere with normal duties or normal hours.

## **Article 9 - PERFORMANCE APPRAISAL**

Performance appraisal shall take place at least once a year between January 1<sup>st</sup> and April 30<sup>th</sup>. 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 Leadership Association 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.

## **Article 10 - CONFLICT RESOLUTION PROCEDURES**

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

1. He/she may request and shall be given an informal hearing by his/her supervisor to discuss adjustment of the matter of concern.
2. If step one does not result in a satisfactory judgment, both parties shall submit their case in writing to the College for a final determination.

## **Article 11 - SICK LEAVE**

Full-time non-contingent employee's 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 employee's sick leave is earned and credited at one (1) day of four (4) hours for each month of service. All part-time non-contingent employees have sick leave available in the fiscal year it is earned only. There is no carryover of unused sick leave after June 30<sup>th</sup> of each year.

Sick leave is credited at the beginning of each fiscal year but earned on the 15<sup>th</sup> of the month. Used but unearned annual sick days shall be deducted in final pay reconciliation at termination.

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. 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.

## **Article 12 - 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 limit 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 Leadership Association 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

Annual leave is credited at the beginning of each fiscal year but earned on the 15<sup>th</sup> of the month.

Movement on the scale for years of service is July 1<sup>st</sup> following the earned years of service.

Part-time non-contingent Leadership Association members' annual and personal leaves are earned and credited at fifty-percent (50%) of the full-time earning schedule at four (4) hours per day.

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 30<sup>th</sup> of the carryover year and accrual is added on July 1<sup>st</sup> of the new contract year. If approved by the appropriate Vice President and notification is provided by June 1<sup>st</sup> to payroll, continuous vacation days scheduled before June 30<sup>th</sup> in which the vacation starts on or before June 30<sup>th</sup>, will not be lost due to carryover limits. Not more than forty-five (45) days may be used during any single agreement year.

Personal leave days are provided for full-time non-contingent Leadership Association 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 on the Absence and Vacation Report Form to the appropriate supervisor. A maximum limit of five (5) days may be granted.

If circumstances are such that additional personal time is required, the College may grant additional time requests outlining reasons the additional time is needed, must be made in writing by the employee, and signed by the employee, reporting supervisor, and forwarded to the appropriate Vice President.

**Article 13 – 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.

**Article 14 - HOLIDAYS**

Non-contingent employees shall have the following days off with pay for holidays or days closed. Part-time non-contingent employees to be paid at four (4) hours per day.

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

**2016-2017**

Holidays: December 23, 26, 30, January 2  
 Days Closed: December 27, 28, 29

**2017-2018**

Holidays: December 22, 25, 29 January 1  
 Days Closed: December 26, 27, 28

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.

**Article 15 - BENEFIT PROGRAM**

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

A. **Life Insurance:** The College shall provide group term life insurance plus Accidental Death and Dismemberment insurance for each full-time non-contingent Leadership Association member in the amount of 1.0 x the Leadership Association 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 Leadership Association member with the State of Michigan legislated hard cap amount towards the purchase of agreed upon health care. The Leadership Association shall notify the College of the desired health plan and carrier no later than forty-five (45) days prior to the expiration of the plan in place. 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.

	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>
FF	\$16,751.23	TBD
2P	\$12,845.04	TBD
1P	\$6,142.11	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 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 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. Leadership 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 Leadership 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 Leadership 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 Leadership Association members the benefits of the College Vision Plan in annual amounts designated below:
1. For 2016-2017: \$500 to be allocated to members.
  2. For 2017-2018: \$500 to be allocated to members.
- For those currently enrolled in a qualified HSA, deposit of the vision allocation to be made no later than January 31<sup>st</sup> in the plan year.
- For members not in a qualified 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 Leadership Association members.
- F. **Optional Retirement Plan:** In addition to the Michigan Public School Employees Retirement System program, newly hired non-contingent full-time Leadership 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 Leadership 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 Leadership 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:** Leadership Association members shall be permitted, without charge, to attend all College sponsored functions by showing proper identification. A Leadership 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 Leadership Association member, spouse, dependent children thereof, and spouse and dependent children of full-time non-contingent Leadership 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 Leadership 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 in the amount of sixteen thousand two hundred fifty dollars (\$16,250). Money not used in any year shall not be retained in this fund and added to subsequent years' funds
  - 1. Money from this fund may be requested by any Leadership Association member for education, professional memberships, travel, or conferences.
  - 2. Allocation of this fund shall be administered by the appropriate Vice Presidents.
- M. **Long Term Disability:** (Article 17)

## **Article 16 - MILITARY LEAVE**

A member will be granted a leave-of-absence without pay for military service in accordance with federal law governing 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 in pay from the College the difference between his regular full-time salary and his military pay. Leaves beyond two weeks will be without pay and members on such leaves shall have reinstatement rights as provide for by federal law.

## **Article 17 - DISABILITY**

The College shall provide long-term disability insurance coverage to all full-time non-contingent leadership association members which commences one hundred eighty (180) calendar days from the

date of initial disability and continues to age sixty-five (65). The benefit shall be sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of base salary for the duration of this agreement.

Leadership Association full-time non-contingent 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 Leadership Association member is receiving sick 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 disability insurance premium payments shall not extend to coverage beyond twelve (12) months from the date of initial disability.

If a Leadership Association member is receiving sick leave benefits and is eligible to receive any benefits under long-term disability insurance, he/she shall transfer these long-term disability benefits to the College in return for the payment of insurance premiums provided above.

Once a Leadership 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 Leadership 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 one or more years of service at the College and desires and is able to return to work within one year from the date of initial disability, the College will grant 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 sick leave days. Such a request must be supported by a medical opinion/prognosis which includes ability to return to work and ability to perform required job duties. It is understood that the College may request additional medical and other evidence at its own expense.

A member who cannot show evidence of being able to return to work within one year from the date of initial disability; or a member who does not have one (1) year of service at the College, may request the College grant a leave of absence for a period not to exceed two (2) years. Such leave is to become effective with the date of initial disability.

## **Article 18 - 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 as the case may be.

**Family and Medical Leave:** A Leadership Association member may request an unpaid leave for a family or medical situation involving a serious health condition of the Leadership Association members' spouse, parent, child, or grandparent. This leave shall not exceed twelve (12) weeks calculated pursuant to a rolling year.

If the Leadership 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 Leadership 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.

# APPENDICES

# APPENDIX A

## OPTIONAL RETIREMENT PLAN

<b>A. Plan Administrator</b>	St. Clair County Community College 323 Erie Street Port Huron, MI 48060
<b>B. Designation of Fund Sponsors</b>	TIAA-CREF Teachers Insurance and Annuity Association College Retirement Equities Fund
<b>C. Plan Design Considerations</b>	
I. Eligibility	<ul style="list-style-type: none"><li>• All Full-time Faculty at time of hire</li><li>• All Full-time Administrators/Professionals at time of hire</li><li>• College President at time of hire</li></ul>
II. Contributions	<ul style="list-style-type: none"><li>• Contributory plan</li><li>• Percentage of salary</li><li>• Employee contributes four percent (4%)</li><li>• College contributes fifteen percent (15%)</li><li>• 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%)</li></ul>
III. Vesting	Full/immediate vesting
IV. Service Method	Not applicable
V. Service of Accounts	All Available
VI. Cash Withdrawal Rules	<ul style="list-style-type: none"><li>• Cash at retirement or termination of employment one-hundred percent (100%), no restrictions by College</li><li>• Subject to extent permitted by Fund Sponsors</li></ul>
<b>D. Implementation</b>	
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**

### **LEADERSHIP ASSOCIATION**

#### **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 Leadership Association. 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. Contributions to Student Success
12. Accountability

## **APPENDIX C**

### **TEMPORARY/CONTINGENT STAFF**

#### **CONDITIONS OF HIRE:**

1. 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 appropriate Vice President and a copy sent to the Office of Human Resources for record keeping.
3. The 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 Leadership 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 Leadership Association shall be effective on July 1, 2016, and shall continue in effect until the 30<sup>th</sup> day of June 2018.

## Board of Trustees

By:   
Nicholas DeGrazia, Chairperson

By:   
John Adair, Vice Chairperson

By:   
Dr. Kevin Pollock, President

## Association

By:   
Deb Lacey, Leadership Association Chair

By:   
Bonnie DiNardo, Leadership Association Vice Chair

By:   
Brenda Rinke, Leadership Association Secretary

By:   
Dale Vos, Leadership Association Chief Spokesperson