



# **AGREEMENT**

## **2021-2023**

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 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. 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 Leadership Association or Career Plan service with the College:

- If employment will not be continued for the following year or period, the employee will be notified by May 1<sup>st</sup> in advance of the expiration of the appointment.
- Employee may be dismissed at any time during the appointment with an immediate effective date at the sole discretion of the College. Employees shall receive payment of the lesser of three (3) months of pay or pay for the balance of the current appointment.

Persons with five (5) but less than ten (10) years of Leadership Association or Career Plan service with the College:

- If employment will not be continued for the following year or period, the employee will be notified by April 1 in advance of the expiration of the current appointment.

Persons with ten (10) or more years of Leadership Association or Career Plan service with the College:

- If employment will not be continued for the following year or period, the employee will be notified
- by March 1 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: \$115,000

Each year of the agreement on July 1, each non-contingent member shall receive a pay increase in the amount of 2% of their base pay. The College, in its sole discretion, may provide merit/wage adjustments should it be determined that funds are available for adjustment during this agreement. 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.

## **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. 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.
- B. 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 and April 30. 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 they have a just cause for complaint, shall follow the procedures outlined below.

1. Employee may request and shall be given an informal hearing by their 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 President or impartial designee for a determination which shall be final and binding on all parties.

## **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 shall be allowed to carry-over a maximum of forty (40) sick leave hours.

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

Sick leave shall be granted for the following reasons:

**A.** The employee's personal mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's personal mental or physical illness, injury, or health condition; or preventative medical care for the employee. Sick time usage of more than three (3) consecutive days may require a doctor's note as requested by the College.

**B.** The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for family member of the employee. Sick time usage of more than three (3) consecutive days may require a doctor's note as requested by the College.

**C.** If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury

or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault. The College may require an employee to provide documentation that the paid leave has been used for this purpose.

**D.** For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease. The College may require an employee to provide documentation that the paid leave has been used for this purpose.

For purposes of the above leaves (paragraphs A-D), family member is defined as: a) a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; b) a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an employee or an employee's spouse or an individual who stood in loco parentis when the employee was a minor; c) an individual to whom the employee is legally married under the laws of any state; d) a grandparent; e) a grandchild; f) a biological, foster, or adopted sibling.

In any case where a College employee is absent from their employment by reason of injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to them 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. Used but unearned annual vacation days shall be deducted in final pay reconciliation at termination.

Movement on the scale for years of service is July 1 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 of the new contract year. If approved by the appropriate Vice President and notification is provided by June 1 to payroll, continuous vacation days scheduled before June 30 in which the vacation starts on or before June 30, 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 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 per established 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 their 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
- Juneteenth (June 19)
- 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:

**2021-2022**

Holidays: December 24, 27, 30, 31  
Days Closed: December 28, 29

**2022-2023**

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

The College may make exceptions and/or substitutions in the holiday schedule provided not less than twelve (12) 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 they would otherwise have been scheduled to work.

## **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:**
  - 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. These amounts, as adjusted annually by the State of Michigan for each plan and deductible year, will be provided annually no later than during the open enrollment period. 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.
    - a. The College has the right to self-insure its insurance plan and the Association shall select the plan. The third-party administrator for the self-insured plan shall determine the illustrative rates which will be the rate applied to each level of coverage being full family, two party or single coverage.
    - b. 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.

- c. 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.
  - d. 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.
  - e. 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 Publicly Funded Health Insurance Contribution Act, MCL section 15.563.
- 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:

- For 2021-2022 & 2022-2023: \$500 to be allocated to members each year

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 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 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 them 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 non-credit courses if there are enough other paying students to warrant the continuing of the class.
  - Unmarried Leadership Association members may designate any legal dependents according to Internal Revenue Service standards for such a scholarship.
  - Any scholarship shall include the registration fee, tuition, and contact hour fee if applicable.
  - 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
  - Money from this fund may be requested by any Leadership Association member for education, professional memberships, travel, or conferences.
  - 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 pay from the College equal to the difference between their regular part-time or full-time wage and their military pay. Leaves beyond two weeks will be without pay and members on such leaves shall have reinstatement rights as provided for by federal law. Such employees shall receive benefits as provided by law.

## **Article 17 - Disability**

The College shall provide long-term disability insurance coverage to all full-time non-contingent leadership 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 ( $66\frac{2}{3}\%$ ) 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 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 disability insurance premium payments shall not extend to coverage beyond twelve (12) months from the date of initial disability.

Once a Leadership Association member is no longer receiving sick leave benefits, they 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, they must provide the College with an indication of their intention and ability to return to work. If the member has more than five years of service at the College, desires and is medically 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 their 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.

## **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 (FMLA) as the case may be.

**Family and Medical Leave:** A Leadership Association member may request an unpaid leave for a family or medical situation as permitted under FMLA law. 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 their 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 Teachers Insurance and Annuity Association
<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. Temporary/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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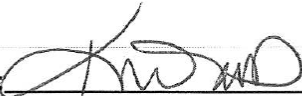



## Duration of the Agreement

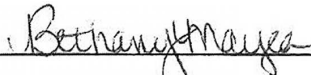
This Agreement for Leadership Association shall be effective on July 1, 2021 and shall continue in effect until the 30<sup>th</sup> day of June 2023.

### Board of Trustees


By:   
Dr. Nicholas DeGrazia, Chairperson


By:   
Dr. Karen Niver, Vice Chairperson

By:   
Dr. Deborah Snyder, President

By:   
Bethany Mayea, Vice President of Human Resources

### Association

  
By: celina Grondin (Jun 22, 2021 18:52 EDT)  
Celina Grondin

  
By: Paul Arnone (Jun 23, 2021 09:30 EDT)  
Paul Arnone

# LEADERSHIP LETTER OF AGREEMENT

The College and the Association hereby agree to update dates in the contract for the 2022/2023 Christmas holiday as follows:

## **2022/23**


Holidays: December 26, 27, 30, January 2

Closed: December 28, 29

This agreement shall not constitute a precedent or a past practice nor waiver of any rights whatsoever by either party and shall automatically expire in accordance with the expiration of the 2021-2023 agreement.

For the College: DA Snyder  
[DA Snyder \(Nov 7, 2022 12:33 EST\)](#)  
\_\_\_\_\_  
President Signature

Bethany Mayea  
[Bethany Mayea \(Nov 7, 2022 11:20 EST\)](#)  
\_\_\_\_\_  
Chief Negotiator Signature

For the Association:   
[David O. Bernard \(Nov 7, 2022 07:44 EST\)](#)  
\_\_\_\_\_  
Association President Signature

CRAIG ARCHER  
[CRAIG ARCHER \(Nov 7, 2022 10:56 EST\)](#)  
\_\_\_\_\_  
Association Signature

Date: \_\_\_\_\_

Letter of Agreement No. 02/2021-2023