Agreement Between
the Board of Trustees
and the
Henry Ford Community
College Support Staff
Association

2012 - 2016
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AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE
AND THE HFCC SUPPORT STAFF ASSOCIATION EMPLOYEES

THIS AGREEMENT is made and entered into on this 15th day of October, 2012, and is effective as of that date, by and between the BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE, hereinafter referred to as the Employer, and the SUPPORT STAFF ASSOCIATION EMPLOYEES, hereinafter referred to as the ASSOCIATION.

ARTICLE 1 – RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, and by Act 112 of the Public Acts of 1994, the Employer hereby recognized the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, benefits, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all regular full-time and regular part-time maintenance and operation, clerical, technical support and food service employees of the Employer, including those listed on Schedule A, hereof, excluding all administrators, directors, managers, supervisors, direct reports to Cabinet-level employees, Human Resource employees, confidential employees, guards, temporary/casual employees who are performing assignments twelve (12) months or less in duration, substitute employees, student employees, and all other employees.

ARTICLE 2 – ASSOCIATION SECURITY

A. Introduction
   1. As a condition of employment, each Employee shall tender to the Association either periodic and uniformly required membership dues and initiation fees or agency fees as certified by the Association. Prior to the deduction or payment of any dues or fees, the Association will inform all bargaining unit members of their legal rights and choices regarding Association membership and the payment of such dues or fees.

   2. Dues and fees deduction authorizations, or automatic agency fee deductions, shall only remain in effect when an Employee is actively employed. The Employer shall not be responsible, therefore, for the deduction of regular Association dues or agency fees for any period of time when the Employee is not actively employed as or does not have earnings as a member of the bargaining unit.

B. Association Dues, Initiation Fees and Agency Fees Deductions
   1. Association Dues and Initiation Fees: During the term of this Agreement, the College agrees to deduct regular Association dues and initiation fees on a per paycheck basis from the salary of each Employee who authorizes such deduction in writing in accordance with a standard form that is mutually developed by the Association and the College.
2. Agency Fees:

   i. Employees who do not authorize a deduction for Association dues shall pay an agency fee to the Association, and will be subject to automatic deductions of the full amount of an agency fee on a per paycheck basis. This fee, as determined and certified by the Association in accordance with the requirements as to which expenses may permissibly be included in an agency fee for services related to the negotiation and administration of the contract, shall not exceed the amount of dues assessed.

   ii. The Association will provide each Employee from whom such an automatic agency fee deduction is to be or has been made with written notification that the deduction will be or has been made, and the deduction rate as a percentage of salary.

   iii. Association dues, initiation fees and agency fees are deducted on a going-forward basis, deductions for past payments due will not be made.

C. Nonpayment of Association Dues, Initiation Fees or Agency Fees

   1. An Employee who does not tender Association dues, initiation fees or agency fees in accordance with this Article shall be terminated.

   2. No request by the Association for the termination of an Employee pursuant to this Article shall be made unless:

      i. The Association has first notified the Employee in writing, explaining that the Employee is delinquent in not tendering either Association dues, initiation fees or agency fees and specifying the current amount of such delinquency, and notifying the Employee that unless such delinquent amount of dues, initiation fees or agency fees is tendered not later than seven (7) working days following the postmarked mailing date on this notice of delinquency, the Employee shall be reported to the College for termination as provided in C.1. above, and

      ii. The Association has furnished the Director of Human Resources with a copy of the original letter sent to the Employee [as set forth in C.2.a. above] along with written notice that the Employee has not complied with the Association’s request and remains delinquent. Further, when requesting the College to terminate the Employee, the Association shall include with that request the following written certification:

          “The Association certifies that [name of Employee] has failed to tender either the required Association dues, initiation fees or agency fees required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of that agreement, the College terminate this Employee.”, and

      iii. Such written notice and certification have been provided to the Director of Human Resources.
ARTICLE 3 – ASSOCIATION RELEASE TIME

A. Not more than five (5) Association employees shall be granted release time for the purpose of negotiations with the Employer.

B. The following employees shall be paid or receive released time with pay in connection with investigation, hearings, and adjustments of grievances:

1. The grievant and/or one Association representative shall continue to receive any pay he/she/they would otherwise be entitled to for time spent to resolve grievances pursuant to Step 1 of the grievance procedure.

2. All hearings under the grievance procedure shall commence at 4:00 p.m., unless the Employer decides to commence them earlier. Any employee, including the President of the Association, who is involved in any of these hearings, shall continue to receive any pay otherwise entitled to.

3. Employees participating in Step 5 arbitration hearings under the grievance procedure will suffer loss of wages for any time they are absent from their regular duties unless called as a witness by Employer, and may not use sick leave or personal business days.

C. The Association President, or designated representative in the President’s absence, shall have access to the Office of Human Resources at reasonable times during working hours and, upon request, shall be given information in connection with the investigation of grievance.

D. Association officers and representatives shall not conduct Association business involving employees on duty except as provided in these release time provisions and shall not otherwise interfere with the business of the Employer.

E. The Association will reimburse the College for any hours an Association officer or representative is released from their shift to attend Association related events (i.e. Executive Board or General Membership meetings). The Office of Human Resources will submit a bill to the Association on a quarterly basis for reimbursement.

ARTICLE 4 – MANAGEMENT RIGHTS

A. Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Henry Ford Community College, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the College, including, but not limited to: manage its operations and to direct the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its programs and facilities will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in its operations including the right to select, hire, evaluate, promote, demote, lay off, recall, assign and train employees; to subcontract any part of its operations, including unit work; to select and determine supervisory employees; to determine and change hours, starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work
rules, regulations, practices and standards of conduct (including dress codes and substance abuse rules) and to adopt new policies, work rules, regulations, practices and standards of conduct; and to assign duties to employees in accordance with the needs and requirements of the Employer, as determined by the Employer.

B. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

C. The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

ARTICLE 5 – SENIORITY

A. New Probationary Employees
   1. New employees hired in the unit shall be considered probationary employees for ninety (90) working days of their employment. Days of absenteeism shall not be counted towards the fulfillment of the ninety (90) working day requirement. When an employee finishes the probationary period, he/she shall be entered on the seniority list. There shall be no seniority among probationary employees.

   2. After consultation with the Association, a new employee’s probation period may be extended for an additional period not to exceed ninety (90) days.

   3. An employee on initial probation may not promote, demote, or transfer until the probationary period is successfully completed unless no other member has applied for the vacant position. If the initial probationary employee is placed into the vacant position, the initial probationary period resets to the date of the promotion, demotion, or transfer.

   4. The Employer shall have the right to discharge and discipline probationary employees; the action is not subject to appeal or grievance.

B. General Seniority Provisions

   1. Seniority shall be by job family/classification.

   2. Separate seniority lists will be kept for regular full-time employees and regular part-time employees.

   3. Temporary/casual employees and substitute employees shall become entitled to the benefits under this contract when they become regular employees or regular part-time employees. The seniority date shall start from the date that the employee becomes full-time or regular part-time, not the initial date(s) of employment.
4. When ranking employees in seniority order, two (2) or more employees with the same classification seniority date shall be ranked by their bargaining unit seniority dates. If two or more employees remain tied, they shall be ranked by the last four digits of their respective social security numbers and the one with the higher number being given higher seniority rank.

For example:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Unit Seniority</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Seniority</td>
<td>Date</td>
</tr>
<tr>
<td>Employee 1</td>
<td>9-1-89</td>
<td>8-1-80</td>
</tr>
<tr>
<td>Employee 2</td>
<td>9-1-89</td>
<td>8-2-80</td>
</tr>
<tr>
<td>Employee 3</td>
<td>9-1-89</td>
<td>10-1-85</td>
</tr>
<tr>
<td>Employee 4</td>
<td>9-1-89</td>
<td>10-1-85</td>
</tr>
</tbody>
</table>

5. An employee promoted to a higher paying classification shall have his/her seniority and wages commence the date they start in the new position. The employee shall retain and accumulate all seniority in the classification which he/she previously held.

6. If an employee moves from a full-time position to a part-time position, or vice versa, the employee will not lose the previously held seniority.

An employee who carries seniority on only one (1) list may not exercise such seniority against any employee on the other list. An employee who carries seniority on more than one (1) list may exercise such seniority on any list against any other employee with seniority on the same list.

7. An employee who is absent on approved leave shall accumulate seniority, up to one year maximum, in his/her classification.

8. An employee receiving workers' compensation benefits, shall accumulate seniority for the period the employee is on workers’ compensation benefits and shall receive any salary increases and increments.

9. An employee’s seniority shall not be interrupted as a result of injury or illness.

10. An employee demoted to a lower paying classification on the same seniority list, shall not retain classification seniority in a higher paying classification; such higher classification seniority shall be transferred to the lower classification, unless demotion was the result of a bumping process.

11. An SSA employee who moves into a job outside the bargaining unit will have his/her seniority and reinstatement rights frozen as of the date first worked outside the bargaining unit. A full-time employee in a position at HFCC outside the SSA bargaining unit, who accepts a vacant SSA bargaining unit position, shall be credited with HFCC years of service outside the unit for the purpose of placement on the wage schedule and vacation accrual.
12. An Employee's seniority shall be terminated for any of the following reasons, unless the Employer and the Association, by agreement in writing, determine otherwise:

   a. He or she voluntarily quits or resigns.
   b. He or she is discharged for cause and the discharge is not reversed through the grievance procedure.
   c. He or she has been on layoff for a period of two (2) consecutive years, or the time equivalent of his/her seniority at the date of layoff, whichever is greater.

14. An employee who works on a temporary assignment in a higher classification shall not accumulate seniority in that classification.

15. The Employer shall provide the Association with a seniority list. Any errors perceived in the seniority list which are called to the attention of the administration will be corrected promptly whenever error is conceded.

In order to facilitate the proper administration of this Agreement, the Association shall be furnished, upon request, information concerning employment date, classification, and rate of pay of any employee to whom this Agreement is applicable.

ARTICLE 6 – WORK ASSIGNMENTS

A. The work day for regular full-time employees shall be considered as eight (8) hours of work per day, five (5) consecutive days per week, or ten (10) hours of work per day, four (4) consecutive days per week.

   For all employees whose work schedules vary from the traditional Monday through Friday, holidays, personal business, sick time and vacation hours will be computed on a prorated basis.

B. The Employer shall determine needs for Association employees in any classification during the spring and summer semesters beyond normal work schedules.

1. Spring/Summer Work Priority

   a. Work in a classification will be offered first to employees who are currently in that classification and department, in seniority order.

   b. Employees on the relief list will then be offered remaining work assignments.

   c. At the discretion of the employer, an employee may be removed from the Spring/Summer Work List.

2. Spring/Summer Work Compensation

   a. An employee shall be granted one (1) paid sick day in the spring/summer semester. After the second day of absence, the employee may, at the discretion of the supervisor, be removed from the program.

   b. Ten (10) and eleven (11) month employees who work during the spring/summer semester will not be entitled to either paid or unpaid vacation.
c. All ten (10) and eleven (11) month employees who work in their own classification during the spring/summer semester shall receive their regular hourly rate of pay.

d. Any other employee will be paid according to the provision of Article 6.D.

C. The Association realizes that in order to have flexibility in the system and to get work done it is necessary at times that employees work outside of their classifications. Employer agrees to work employees within their classification as a normal practice. However, Employer shall have the right to make temporary work assignments either inside or outside the classification.

D. Employees assigned temporarily to a higher classification and not covered in such assignment by other provisions of this contract shall be paid fifteen (15¢) more per hour or the minimum rate for the higher classification, whichever is higher, provided the maximum rate of the higher classification is not exceeded, in which event the employee shall receive the maximum rate of the higher classification.

E. It is understood that the primary function of a supervisor is to supervise and that the performance of manual labor is a secondary consideration. In an emergency situation, however, the joint effort of all employees involved in the situation is essential to the speedy and effective resolution of the emergency.

F. Temporary help may perform maintenance and operation, clerical, and food service work providing no employee within the bargaining unit who has the necessary skills and abilities to perform said job is on layoff.

Student employees will not be transferred or assigned so as to result in a reduction of work force of bargaining unit members, or as a replacement for staff reductions due to layoff or attrition.

G. Specific work assignments for Food Service employees shall be selected during the last week in April for the following academic year.

H. Employees in Custodial classifications may request, in writing to their supervisor, their preference of assignment. Assignment preferences must be submitted by the second Friday of each May. Assignment requests will be considered on the basis of classification seniority within their shift and location. The supervisor will attempt to make the assignment as requested; however, right of assignment will remain with the Director of Building and Grounds. This article is not subject to the grievance procedure.

I. When a Building Engineer is to be temporarily replaced by a Building Operator in a given location, priority shall be as follows:

1. Building Operator at the location
2. Qualified Building Operator at another location
3. Qualified Building Operator on layoff
4. Qualified Relief Building Operator

When there are members who have the same priority, classification seniority shall govern.
J. When a Building Operator is to be temporarily replaced due to illness, injury, vacation, retirement, or other lack of staffing, priority for temporarily filling the position shall be as follows:

1. Building Operator at the location
2. Qualified Building Operator at another location
3. Qualified Building Operator on layoff
4. Qualified Relief Building Operator

When there are members who have the same priority, classification seniority shall govern.

K. Where health reasons demand that an employee change classifications, the employee shall be allowed to move into a lateral or lower classification which he/she has the physical ability and skills and qualifications to perform provided that there is a vacancy. The administration may request a physical examination of the employee by a physician of its choosing and at College expense.

Any employee required to change classification for the reasons enumerated herein and who at a later date regains his/her health or qualifications shall be allowed to return to the former classification and salary schedule step, (with no loss of seniority in the former classification) above all others at the first available vacancy. If the recovery of health or qualifications occurs within one (1) year, the employee may return earlier if there is a non bargaining unit member who is a probationary employee in the classification, in which case he/she may bump that probationary employee immediately.

The above provision shall also be applicable if, as a result of a change in the law or regulation, an employee is deemed to be no longer qualified for his/her current position and the law or regulation did not include a “grand person” provision nor provide a period of time by which current employees could meet the qualifications.

ARTICLE 7 – RELIEF, ADDITIONAL HOURS, AND DEVELOPMENT OPPORTUNITIES

A. The Office of Human Resources will maintain lists for Association positions such that additional work hours are offered to unit members prior to other contingent workers.

- Building Operator – East Campus
- Building Operator – Main Campus
- Custodial Leader
- Custodian
- Grounds Leader
- Grounds
- Welcome Center SSA Members
- Bookstore – Cashier/Accounting Associate

B. In order to be placed on an appropriate list, employees must meet the minimum qualifications or complete required training for the respective position.

C. The selection of employees for work will include consideration of seniority, attendance, and documented work performance.

D. An employee may be removed from the list for performance and/or attendance issues. An employee may also be removed from the list after refusing more than two (2) assignments.
E. Employees will be considered for overtime opportunities in the position in addition to their primary position.

ARTICLE 8 – TRANSFER, PROMOTION, AND NEW POSITION PROBATION

A. Application Process

1. **Posting.** All vacancies will be posted online for a period of five (5) working days. Notice of all postings will be provided to the Association electronically. Each Association Representative is responsible for physically posting the notice in designated areas on campus to ensure all members have access to posting information. Only those employees who apply during the five (5) working day period will be considered for the job.

2. **Candidate Selection.** Employees who meet the minimum requirements as defined in the job description for a vacant position will be interviewed by the selection committee. The selection committee will consist of one (1) administrator, one (1) representative from Human Resources, and two (2) Association members not in the same classification as the vacant position. The two (2) Association members will be provided paid release time to participate. The committee is responsible for reviewing credentials and determining which candidates meet the minimum qualifications. The identification of candidate(s) is not subject to the grievance procedure.

3. **Interview Process.** One (1) Association member will be provided paid release time to participate as an observer of the interview process unless the Association member requests that the Association not be present at the interview. The hiring manager/supervisor and Human Resources will complete a candidate evaluation matrix (a weighted evaluation tool to aid in the objective evaluation of each candidate) and make the final selection for the position. The selection of the final candidate(s) is not subject to the grievance procedure.

B. Transfer

Employees may exercise transfer rights one (1) time in a twelve (12) month period. This provision may be waived at the discretion of the hiring manager/supervisor in conjunction with a review by the Office of Human Resources and is not subject to the grievance procedure.

C. Promotion

An employee who is promoted to a different classification will be required to satisfactorily complete a probationary period of sixty (60) working days. The sixty (60) working day period may be extended for any absences which occur during the probationary period. Promotions within a classification will require a thirty (30) working day probation period. If an employee does not satisfactorily complete the probationary period, he/she reverts back to his/her previous classification and position on the salary schedule; however, the employee shall have no guarantee to return to his/her last assignment, but shall bump the least senior employee in the previous classification held, provided he/she has the seniority to do so.
D. Failure of Probation

The employer may determine whether a probationary employee can satisfactorily perform the job; such determination shall be final and not subject to grievance procedure. Employees who fail a probationary period shall be required to wait at least twelve (12) months before being allowed to promote. Employees who fail two (2) probationary periods in the same classification will not be allowed to promote for a period of two (2) years.

ARTICLE 9 – SERVICE TO THE COLLEGE AND SERVICE TO THE COMMUNITY

A. Service to the College

Service to the College and participation in shared governance is an important component of the professional responsibilities of a College employee and Association member. All are encouraged to attend College-wide events, attend or serve on College committees, attend or participate in College meetings.

B. Service to the Community

Service to the Community is also an important component of the overall responsibilities of an employee and Association member. In order to encourage and ensure service is completed on an annual basis, one (1) paid day (up to eight (8) hours maximum) will be provided to perform volunteer work in the community according to jointly determined guidelines.

All Association members are encouraged to demonstrate a commitment to community service by one of the following means:

1. Community service provided within the HFCC District (Dearborn and Dearborn Heights).
2. Community service provided to nonpartisan, nonsectarian, nonprofit community organizations.
3. Community service provided through religious organizations or HFCC Student organizations with a religious focus to recipients provided it is not proselytizing in nature.
4. Community service opportunities provided by the College and/or HFCC Student Organizations taking place off campus.
5. Contributions to community organizations in the form of funds, pledges, or attending an event do not qualify as community service. Working at a fundraising event of a qualifying organization would apply.

Please contact Student Activities for a list of suggested service opportunities.
ARTICLE 10 – PROFESSIONAL DEVELOPMENT

A. Professional Development Fund

1. The Board shall appropriate $20,000 each year for a Professional Development Fund (PDF) to be used to pay for the following expenses of Association members for:

   a. External conferences and seminars related to the employee’s current position or related to a position within an Association career path,
   b. Travel related to off-site conferences or seminars, or
   c. Tuition/fees associated with obtaining and renewing certifications or professional licenses required for fulfilling employment responsibilities at the College.
   d. Tuition and fee reimbursement for courses successfully completed (grade of “C” or better) in an accredited four (4) year degree program.

2. A committee composed of an Administrator and three (3) Association members shall prepare reasonable rules for monitoring the funds.

3. All requests for reimbursement must be submitted to the committee for review prior to participating in the professional development.

B. Recognition of Degree

1. For degrees attained after July 1, 2012, a one (1) time payment will be made as follows:

   a. $100.00 for an earned Certificate
   b. $500.00 for an earned Associate’s Degree
   c. $750.00 for an earned Bachelor’s Degree
   d. $1,000.00 for an earned Master’s Degree

2. This payment shall be granted only once for each degree or certificate earned.

C. Tuition Waiver

1. The College shall provide tuition grants for the payment of 100% of the tuition for credit courses at Henry Ford Community College for all HFCC-SSA employees, their spouses, and dependent children (as per IRS code) provided:

   a. A grade of “C” or better must be earned in the course. If a grade of “D” or lower is received, or the course is dropped after the approved period, the employee will be billed for the course.
   b. The tuition grant may be used once per course. If the student wishes to repeat a course, they will not be eligible for the tuition grant.
   c. Tuition grants may not be used for courses offered through the Center for Lifelong Learning.
D. Flexible Scheduling
The College encourages and supports all employees in their learning and professional development endeavors. In order to allow employees to utilize the benefits of the tuition waiver provisions of the contract, as well as participate in other approved professional development opportunities, the following provisions apply:

1. Schedules
   a. Employees are expected to enroll in courses or programs that are offered outside of their profile/regularly scheduled work hours.
   b. If a course start or end time is adjacent to the scheduled work start or end time, the employee must request a temporary schedule adjustment for the semester from the Office of Human Resources. For example, if scheduled work hours are from 8:00 a.m. to 4:30 p.m., and the course starts at 4:30 p.m., a schedule adjustment must be requested such that the employee is able to complete their work duties, have ample time to arrive and be prepared for class prior to the start time.
   c. If a schedule change results in a shift change, shift premiums do not apply to the flexible schedule.

2. Requests
   Employees requesting a temporary flexible schedule must complete the College Request for Flexible Schedule form available through the Office of Human Resources. All requests must be received and approved prior to registering for the course.

3. All decisions are final and not subject to the grievance procedure.

ARTICLE 11 – PERFORMANCE COACHING

A. Informal Evaluation. Performance coaching shall be a continuing process through verbal guidance, directives and clarification of job performance.

B. Formal Evaluation. The objective of formal review is to provide feedback to the employee related to areas of performance that exceed expectations, meet expectations, and do not meet expectations. The overall purpose is to improve the employee’s performance and the overall quality of College operations.

1. Probationary employees. Employees serving a probationary period shall be subject to continuous evaluation, including written evaluations by the immediate supervisor. Probationary employees will be evaluated on a form furnished by the College and the results of this evaluation will be discussed with the employee and a copy will be placed in the employee's personnel file.

2. Regular employees. A Performance Evaluation will be completed for each Association member on an annual basis and will include the following factors:
   - Job Performance
   - Customer Service
   - Contributions to the College
   - Contributions to the Community

   All Regular employees will be evaluated on a form furnished by the College at least once per year. The results of this evaluation will be discussed with the employee and a copy will be placed in the employee's personnel file. An employee shall have the right to include comments on the review form. This review shall not be used for disciplinary actions.
ARTICLE 12 – COMPENSATION PRINCIPLES

A. Step Placement and Rates of Pay

1. Rates of Pay on Promotions
   a. An employee promoted to a higher paying classification will experience a position date change to the date of the promotion and advance to the pay step in the new classification which is nearest to the employee’s previous pay step; provided that the employee will not receive less than a fifteen cent (15¢) per hour raise unless such a raise would cause the maximum rate of the new classification to be exceeded.
   b. For salary purposes only, employees promoted on or after July 1, but before September 1, will be treated as though their effective date of promotion was September 1 of the next academic year.

2. Rates of Pay on Demotions
   a. If an employee is demoted to a lower classification, the employee will be placed on the step in the lower classification nearest to the previous step in the old classification which results in a loss of pay of fifteen cents (15¢) per hour or less.
   b. In order to prevent exceeding the maximum rate in any classification, a loss of more than fifteen cents (15¢) may result.

3. New Hires
   a. Employees hired on or after March 1, but before September 1, for salary purposes only, will be treated as though their effective date of hire was September of that next academic year.
   b. New hires may be granted up to four (4) steps on the wage schedule for previous education and experience but may not be placed on a step that is higher than any SSA incumbent in that position.

B. Pay for Performance

A merit bonus budget of SSA payroll is available each year for distribution as one-time payments (not included in base wage) during the second through fourth years of the contract. The distribution of pay is determined through annual performance evaluations and review by a joint labor-management committee.

C. Hours and Shift Premium

1. The first shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The second shift is any shift that regularly starts on or after noon but before 6:00 p.m. The third shift is any shift that regularly starts on or after 6:00 p.m. but before 4:00 a.m.

2. Employees working on the second and third shift shall receive, in addition to their regular pay for the pay period, an additional twenty cents (20¢) per hour and thirty cents (30¢) per hour respectively. The third shift premium will be paid to employees who work a swing shift.

3. Breaks
   a. Employees who have completed more than four (4) consecutive hours of work will receive one fifteen (15) minute break per day. Employees who work seven (7) hours or more will receive a second fifteen (15) minute break per day.
   b. All employees except Building and Grounds, who work seven (7) hours or more shall have a thirty (30) minute non-paid lunch break.
c. Employees in Building and Grounds shall have a total of sixty (60) minutes of paid breaks per eight (8) hour shift.
d. If a full-time employee is required to work additional four (4) or more hours, continuing beyond the regular work schedule, he/she will be provided with a paid lunch break not to exceed thirty (30) minutes to be taken during the additional four (4) or more hour period.

D. Start Time
Employee’s starting time will not be changed unless the change in starting time is for at least one (1) month in duration. If the change in starting time results in a change in shift, applicable shift premium will be paid. Notwithstanding the above, an employee’s initial starting time may be changed for less than a month’s duration if the affected employee agrees, and employees may be moved to other shifts as established by past practice, i.e., movement of afternoon custodial employees to the day shift during a holiday period. Other changes in employees’ starting times that are of less than a month’s duration must be agreed upon by the Association.

E. Relief Work
1. Any employee, while relieving Building Operator, shall receive no less than twenty-five cents (25¢) per hour above the first step Custodian rate and no more than twenty-five cents (25¢) per hour above the fifth step Custodian rate.
2. Any employee, other than a Building Operator, who is not in the Building Operator trainee program, shall receive no less than twenty-five (25¢) cents per hour above the first step Custodian rate and no more than twenty-five (25¢) cents per hour above the fifth step Custodian rate while assigned to fill in for engineers.

F. Other Pay
1. Reporting and Call In Pay
   a. An employee who is scheduled or required to and does report for work on any day, and is not assigned work for at least one-half the regular shift, shall be paid for one-half of the employee’s regular shift, not to exceed four (4) hours. This does not apply to declared catastrophes.
   b. An employee, who is called in to work because of emergency work, meetings, banquets, or sporting or recreational events, shall receive a minimum of two (2) hours pay at the employee’s regular rate of pay plus overtime pay, if applicable.
   c. When working outside their regular hours, food service employees will receive a minimum of four (4) hours pay at the employee’s regular rate for non college-sponsored functions or two (2) hours pay at employee’s regular rate for college-sponsored functions plus overtime pay, if applicable.
2. Longevity Pay
   Employees hired prior to November 1, 2012, with the following years of service, employees shall receive additional compensation as follows:
   a. An additional twenty-five cents (25¢) per hour above the wage scale set forth herein commencing with the tenth year of seniority (i.e. after completing the ninth year).
   b. An additional twenty-five cents (25¢) per hour commencing with the sixteenth year of seniority (i.e. after completing the fifteenth year).
   c. An additional fifteen cents (15¢) per hour commencing with the twentieth year of seniority (i.e. after completing the nineteenth year).
   d. An additional twenty cents (20¢) per hour commencing with the twenty-fifth year of seniority (i.e. after completing twenty-four years).
3. Skilled Trades Stipend
   a. When Henry Ford Community College determines that it is necessary for a skilled tradesperson with a given classification to sign a permit affidavit, or other document on behalf of Henry Ford Community College as may be required by governmental entities, such tradesperson will be entitled to a stipend as outlined below. The payment will be made only when the signature designates the benefit of the tradesperson’s license may be used exclusively by Henry Ford Community College and only for the period the designation is in effect.

   b. The tradesperson who agrees to the above requirements shall be entitled to a $2,000 annual stipend paid semi-annually as follows:

      i. $1,000 to be paid on the first payroll period in February for the period of August 1 through January 31.
      ii. $1,000 to be paid on the first payroll period in August for the period February 1 through July 31.

   c. The above amount will be prorated for any portion of the period that the license was not utilized exclusively for the benefit of the College. In the event that more than one (1) person within a given classification has the proper licensing, the stipend will be offered to the most senior person completing the requirements.

4. Building Operator Licensing
   a. Building Operators assigned to the Main Campus must possess a City of Dearborn first class refrigeration license and shall receive an additional fifteen cents (15¢) per hour for all hours actually worked.

   b. Building Operators, while assigned to fill in for engineers, shall earn forty cents (40¢) per hour over their regular hourly rate.

ARTICLE 13 – OVERTIME

A. General
   1. Overtime shall be defined as all hours over forty (40) hours in any one (1) week and will be paid at the rate of time and one-half.
   2. The employer shall determine when overtime is necessary.
   3. All overtime must be pre-approved by the immediate supervisor.
   4. Overtime will be performed by the classification of employee regularly performing the work at each office/department where the work is to be performed.
   5. An employee who does not wish to work overtime may submit, in writing, a request to not be called when overtime assignments are available.
   6. For the purposes of equalizing overtime, an employee who was offered an opportunity to work overtime, and chose not to, will be charged the number of overtime hours worked. The employee who worked will also be charged.
   7. Except in cases of documented emergency or personal illness, an employee who agreed to work and does not work will be charged twice the number of overtime hours of the employee who worked.
   8. Employees who do not normally work Saturday or Sunday will receive the applicable overtime rate – time and one half for Saturday and double time for Sunday or holiday – provided they have been paid 40 hours that week.
B. Enrollment Overtime
1. Offices/departments requiring additional staffing during enrollment periods shall submit staffing requests to the Office of Human Resources.
2. Employees who have been trained in the appropriate office/department may place their name on the appropriate relief list through the Office of Human Resources.
3. Enrollment period overtime will be offered to qualified relief list employees in the following order:
   a. Full-time
   b. Part-time
   c. Temporary help
4. The Office of Human Resources will attempt to equalize overtime based on days rather than hours. Employees shall be charged one (1) day for each day they work.
5. Employees who do not work two (2) consecutive assigned days which they have indicated availability to work, may be removed from the list for the remainder of that enrollment period.
6. An employee who is absent due to illness or emergency on the day overtime is assigned will not be charged for that day.

C. Buildings and Grounds Overtime
1. The Employer will attempt to equalize overtime within each classification in Buildings and Grounds.
2. A current and accurate report of the distribution of overtime shall be maintained in the Facilities Building and shall be posted on the bulletin board and/or be readily accessible.
3. Laborers may work overtime in the skilled trades area provided that employees in that classification have been offered overtime first.
4. Overtime for Building Operators working a seven (7) day operation during the heating season and Custodial swing employees who work Tuesday through Saturday shall be as follows:
   a. Time and one-half shall be paid for all hours worked in excess of forty (40) in any one (1) week. A “week” is defined as 12:01 a.m. Monday to Midnight Sunday.
   b. Time and one-half for hours worked on the sixth (6th) consecutive day worked.
   c. Double time shall be paid for hours worked on the seventh (7th) consecutive day worked.
   d. Double time shall be paid for hours worked on days defined as holidays in this Agreement plus the pay for the holiday as if the employee had not worked.
   e. All other time worked shall be paid at the employee’s regular rate and not overtime rates.

D. Skylight Café Overtime
1. Extra hours or overtime will be given to the lowest food service classification in the department in seniority order, provided the employee is qualified to perform the task.
2. The Employer will attempt to equalize overtime within each classification in Skylight Café.
3. A current and accurate report of the distribution of overtime shall be maintained in the Skylight Café and shall be posted on the bulletin board and be readily accessible.

E. Regular Part-Time Employees
1. All extra and overtime hours for regular part-time employees, within the same classification, shall be combined and recorded on one (1) list for the purposes of determining eligibility and equalization for future and extra hours or overtime assignments.
2. Extra hours are hours worked over an employee’s normally scheduled hours, but less than eight (8) hours.
ARTICLE 14 – NEW CLASSIFICATIONS AND RECLASSIFICATION

The Employer and the Association will mutually agree on a pay rate for any new classification within the bargaining unit. In the event the parties are unable to agree as to rate of pay for the new classification and/or whether it is within the bargaining unit, such dispute shall be submitted to the grievance procedure contained in this Agreement. The rate established shall be retroactive to the start of the operation.

A. The Employee, the Employer, or the Association on behalf of an employee, may initiate a request for classification change.

B. Reclassification request from HFCC employees shall be acted upon by a reclassification committee which shall include a chairperson from the Office of Human Resources, three (3) members appointed by the employer, and two (2) SSA members appointed by the Association. The committee shall meet in May of each year to act on request filed with the chairperson of the committee, to be effective prior to June 30.

C. Reclassification is concerned solely with investigating, reviewing, and determining that an employee is, in fact, performing the duties of one classification and being paid the rate of another classification. However, the employee must meet all the qualifications for the position and have the necessary test scores on file prior to requesting a reclassification. The committee will have no authority to change the number of hours worked per day or the number of months worked per year by an employee. When an incorrect classification of an employee is determined to exist, the reclassification committee recommends necessary correction to the Office of Human Resources.

D. The decision of the reclassification committee is not subject to the grievance procedure.

E. Application must be filed with the chairperson of the committee by April 1st to be considered at the May meeting.

F. Any member of the committee, if necessary, may request that the employee and/or supervisor furnish additional information.

G. The employee shall be notified of the committee’s decision in writing within one (1) week after the decision is made.

H. Changes in classification shall be submitted for approval to the Board of Trustees.

I. Any position reclassified within the previous twelve (12) full months may not be submitted to the committee.
ARTICLE 15 – ILLNESS, BEREAVEMENT, PERSONAL BUSINESS AND EMERGENCIES

Employees shall be entitled paid leave for absences due to personal illness and/or personal business to avoid loss of pay. A regular part-time employee who works less than eight-hours (8) per day or less than forty-hours (40) per week will accrue paid leave on a prorated basis. New hires will begin to accumulate sick leave days on the first day of the month following successful completion of their probationary period.

A. Sick Leave

Employees who work more than fifteen (15) hours per week shall earn one and one-half (1½) sick leave days per month actually worked (i.e., not to exceed fifteen (15) days per year for ten (10) month employees, not to exceed sixteen and one-half (16½) days per year for eleven (11) month employees, not to exceed eighteen (18) days per year for twelve-month employees). Employees regularly working less than a full week will earn sick leave on a prorated basis.

1. Paid sick leave shall be deducted from the accumulated sick leave of an employee for any of the following events:

   a. of employee or employee's living quarters;
   b. Required court appearance;
   c. Such days as may be required by the employee's religion for holy observance and abstention from work.
   d. To provide care for an ill member of the immediate family when no other arrangements are possible.

2. All earned but unused sick leave days shall be allowed to accumulate. The annual yearly allowance may be used as earned (1½ days per month) during the fiscal year in addition to the total accumulated days from prior years. The earned monthly sick leave days are credited on the first pay of the following month.

   An employee who has exhausted his/her use of sick days will not be allowed to take a day(s) off without pay unless the employee 1) receives approval from his/her supervisor (or the Office of Human Resources when the supervisor is unavailable) at least one (1) hour prior to the start of the shift and 2) documents that the reason for being absent is due to a legitimate medical reason or other good and valid reasons.

3. After four (4) or more consecutive days of illness, or if in the sole judgment of Employer, a pattern of continual absence because of illness occurs, a medical certificate may be required before the employee may return to work and before the employee can qualify for sick leave.

B. Bereavement

In the event of a death of an employee’s immediate family or household member, the employee will be granted paid leave, chargeable to sick time, not to exceed three (3) working days. Additional bereavement time for extenuating circumstances may be approved by the Office of Human Resources.

An immediate family member is defined as a spouse, child, father, mother, brother, sister, step of the above, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law; grandparent, grandchild, and spouse’s grandparents; aunt, uncle, foster child or children assigned by the court.
C. **Personal Business Leave**

Effective July 1, 2013, employees who work fourteen (14) or more hours per week shall earn three (3) days off per year with pay for personal business, which days shall not be accumulated. Employees must notify their supervisors in advance of taking personal business leave.

   a) Requests for personal business shall be in units of no less than fifteen (15) minutes.
   b) Personal business days not used prior to the end of the fiscal year shall be added to the employee's accumulated sick leave bank.
   c) Personal business hours are provided to take care of important personal matters that cannot be taken care of outside of the regular assigned shift of the employee.
   d) Personal business time may not be used the day preceding or following a holiday.

D. **Emergencies or Catastrophes**

No employee will suffer loss of pay or deduction from paid leave days in the event of a general catastrophe (such as a severe snowstorm) which makes it impossible for an employee to report to work. Existence of a catastrophe will be determined by the College President. Any employee required to work, and doing so during a period of such general catastrophe, will be paid for hours worked at a time and one-half rate.

E. **Emergency Leave Bank**

1. An extension of the sick and accident benefits provided by the HFCC-SSA are herein set forth in a plan established for the benefit of employees who have exhausted their sick leave, vacation leave, and personal business leave, as a result of a prolonged illness or injury. This plan shall apply to all eligible HFCC-SSA employees. Any contributions of sick leave days to this plan shall be entirely on a voluntary basis and non-returnable.

2. General Provisions:

   a. All benefits under this plan shall be approved by the committee. Donating to the bank does not guarantee time awarded. The committee will consider the past use of sick time when determining approval to receive the additional benefit.
   b. Any paid holiday by the Board of Trustees will replace a benefit day.
   c. Once days are contributed, they cannot be withdrawn.
   d. This plan will apply even if the employee is covered by other insurance policies.
   e. The decision of the committee is final and cannot be grieved.

**ARTICLE 16 – UNPAID LEAVES OF ABSENCE**

A. **General Provisions of Unpaid Leaves of Absence**

   1. The Employer and the Association will comply with all provisions of the Family and Medical Leave Act (FMLA), Uniformed Services Employment and Reemployment Rights Act (USERRA), and all other laws and regulations governing protected leaves of absence.

   2. Personal leave requests will be considered only after the employee has two (2) consecutive years of service with Employer.
3. Except as specifically provided, no payment of any kind will be made to or for any employee on a leave covered by this provision nor will any benefits of any kind accrue to any employee on a leave covered by this provision.

B. Types of Leaves

1. Extended Health Leave
   a. Leave extensions will be granted only upon recommendation of the President and approval of the Board of Trustees.
   b. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute just cause for termination of employment.
   c. Payment for accumulated sick leave days may not be granted during the term of such leave.
   d. An employee absent on personal leave shall receive credit for any regularly scheduled salary increases granted, excluding increments, and shall also be subject to any general salary adjustments.

2. Care of Ill Members of the Immediate Family Leave
   a. Leave may be granted to employees to care for ill members of the immediate family. Extended leave for this reason may be granted upon the request of the employee, the recommendation of the President and the approval of the Board of Trustees. Sufficient proof must be submitted to the President that leave or extended leave is necessary before request will be granted. This type of leave may be granted for periods of one (1) year or less.
   b. The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle and close relatives-in-law or close associate.
   c. Request for extension of leave of absence of this type or notice of intention to return must be made in writing at least thirty (30) days prior to termination of leave.

3. Child Care Leave
   a. An employee 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.
   b. Request for Child Care Leave shall be submitted in writing to the Office of Human Resources at least thirty (30) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
   c. Request for renewal must be made to the Office of Human Resources in writing at least ninety (90) days before the end of the year with which leave will expire.
   d. Return from Child Care Leave, other provisions of this contract notwithstanding, will be not later than two (2) years from the end of the work year in which or with which leave began, subject to the General Provisions for Personal Leaves cited above. Failure to request renewal, and/or failure to notify the Office of Human Resources in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Office of Human Resources, will constitute termination of employment.
   e. An employee who has requested a leave subject to these provisions may, upon thirty (30) days' notice to the Office of Human Resources, request return from such leave.
4. Educational Leave
   a. Any employee with three (3) years or more of successful service with the Employer may, upon recommendation of the President and approval of the Board of Trustees, be granted leave, without pay, for Educational study for a period not to exceed one (1) year. Such leave, if granted, shall be solely for the purpose of undertaking formal and patterned studies at any institution licensed or accredited in its field, on a program demonstrably related either to the employee’s current assignment or to a career progression currently available at Henry Ford Community College. Any extension of time may be approved only by action of the Board of Trustees upon the recommendation of the President.
   b. Application for such leave must be made at least sixty (60) days before the prospective start of such leave.

5. Involuntary Leave
   a. An employee may be required to take Involuntary Leave when it has become apparent to the College President that the individual is no longer able physically and/or mentally to discharge the duties of any position in a competent manner.
   b. In such instances, the College President may require that any employee take a physical or mental examination. When such an examination is required, the Employer shall, at its expense, refer the employee to Henry Ford or the University of Michigan Hospitals or to any other reputable resource mutually agreeable to the Employer and employee, for an examination and determination as to whether or not the employee is physically or mentally able to discharge fully the duties of his/her position in a competent manner.
   c. The requirement of an examination may be made by the President or College President as often as deemed essential to the physical or mental welfare of the individual employee involved.
   d. The employee requesting return from Involuntary Leave may return only upon the recommendation of the College President following a re-examination.

6. General Purpose or Personal Leave
   a. General purpose or personal leave may be granted to an employee upon request subject to the approval of the President.
   b. Request for leave must be submitted in writing to the Office of Human Resources at least sixty (60) days prior to the date leave is to begin.
   c. Request to return from leave must be received at least thirty (30) days prior to the termination of the leave.
   d. The maximum allowable general purpose or personal leave is ninety (90) days.

C. Return from Leave
   1. Upon return from leave of one (1) year or less, an employee may use classification seniority to bump the junior person within his/her classification on his/her former shift or, if this is impossible, the junior person in the same classification on any other shift, or in any previously held lower classification if his/her seniority in that classification warrants.
   2. Any employee so bumped may exercise seniority in the appropriate provision(s) of 6C. Employees shall not be eligible for leaves of more than one (1) year unless otherwise required by law, and in that event upon return from leave in excess of one (1) year, an employee will be able to use his/her seniority to apply for any vacancy for which he/she is qualified.
ARTICLE 17 – ABSENCE PROGRAM

A. Program Definitions
   1. This program excludes:
      a. Work-related injuries.
      c. Illnesses or disabilities resulting from a heart attack, broken bones, surgery, life threatening conditions, or illnesses requiring hospitalization.
      d. Medically directed and documented confinements of two (2) days or more. Such documentation must include dates of absence, prognosis, and must have a physician’s signature (no substitutes).
      e. Upon request from an employee and by mutual agreement between the Association and the College, exceptions to the absence program limits may be granted. Such requests shall be made within thirty (30) days of returning to work.
      f. Up to sixteen (16) hours of doctor appointments.
      g. Family Medical Leave Act (FMLA).

2. Absences for the following reasons are included:
   a. Common illnesses including but not limited to a cold, the flu, or sore throat.
   b. Time taken for doctor’s appointments in excess of sixteen (16) hours annually.
   c. All other absences.

B. Attendance Notification
   When an employee is absent for a total of eight days (64 hours), the employee shall be given a verbal warning. Absences for part-time employees will be based on days, not hours.

C. Excessive Included Absences in One Fiscal Year
   Effective July 1, 2013, if in a fiscal year an employee's record of included absences causes the employee’s absentee record to reach the following levels, then the employee will be subjected to disciplinary action as specified below:

<table>
<thead>
<tr>
<th>Absence Level</th>
<th>Disciplinary Action Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 days (72 hours)</td>
<td>Written Warning</td>
</tr>
<tr>
<td>11 days (88 hours)</td>
<td>One (1) day suspension without pay</td>
</tr>
<tr>
<td>13 days (104 hours)</td>
<td>Three (3) day suspension without pay</td>
</tr>
<tr>
<td>15 days (120 hours)</td>
<td>Two (2) week suspension without pay</td>
</tr>
<tr>
<td>18 days (144 hours)</td>
<td>Discharge from employment with the College</td>
</tr>
</tbody>
</table>

   An employee who uses no sick days during a fiscal year (July 1 through June 30) shall be granted two (2) vacation days to be used in the following fiscal year. If an employee uses only one (1) sick day during a fiscal year (July 1 through June 30), the employee shall be granted one (1) vacation day to be used in the following fiscal year.

ARTICLE 18 – PAID HOLIDAYS

A. Employees will be paid one day's pay at their regular straight time hourly rate, exclusive of shift premium and overtime pay and premium, for fourteen (14) paid holidays provided:

   1. Except for employees on other than Monday-Friday schedules, the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday;
2. The employee worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave, emergency leave or vacation (not including personal business day or days). The Office of Human Resources may inquire into any instance of absence on the day before or the day after a holiday and require an explanatory statement, but no medical documentation at the employee expense will be required unless a pattern of such absence is evident from the employee's work record.

3. Notwithstanding the above, any employee who has worked his or her last scheduled day prior to the Labor Day holiday and the Tuesday after Labor Day shall be eligible for Labor Day pay. The Administration will not schedule an employee to begin work on Wednesday in order to avoid the Labor Day holiday pay.

4. An alternative vacation/holiday schedule may be agreed upon for employees who work an alternative work schedule on a case-by-case basis and as needed by the College.


The Friday after Thanksgiving shall be a day compensated for at regular straight-time hourly rate, exclusive of shift premium and overtime pay and premium if the employee meets the eligibility or holiday requirements set forth in paragraph "A" hereof with no requirement to report to work, but shall not be considered a holiday for the purpose of this Agreement. The employer shall determine who shall be requested to work on this day.

ARTICLE 19 – PAID VACATION

A. Paid vacation at regular pay will be earned by employees in the bargaining unit only as follows:

**10-month employees:**
- Less than 9 years service - 10 days per year
- 9 years but less than 15 - 14 days per year
- 15 years and above - 16 days per year

**11-month employees:**
- Less than 9 years service - 11 days per year
- 9 years but less than 15 - 15 days per year
- 15 years and above - 19 days per year

**12-month employees:**
- Less than 9 years service - 13 days per year
- 9 years but less than 15 - 17 days per year
- 15 years and above - 20 days per year
The number of days for which an employee is eligible will be based on the years of service as of the end of that year (June 30). For example, the number of days for which an employee is eligible during the 1984-85 year, will be based on years of service, or a prorated share thereof, credited as of June 30, 1984.

Employees working less than fourteen (14) hours per week will not be entitled to paid vacation.

Bargaining unit employees regularly working less than a forty (40) hour week will earn vacation on a prorated basis of schedule above, for example, an employee working a thirty (30) hour week will earn only three-quarters (¾) of the scheduled earned vacation days. For the purpose of calculating vacation, eight (8) hours will be considered an earned vacation day for all full-time employees.

B. Vacation days may not be taken in advance of earned, except as specifically provided for in this Agreement, or with the approval of the Employer. On July 1 of each year, each twelve (12) month employee will be credited with those vacation days earned the previous fiscal year, but not already taken. For ten (10) and eleven (11) month employees, vacation days will be taken within the fiscal year earned (July 1 to June 30); however, if an employee fails to complete the fiscal year it is expected that any vacation days taken, and not earned, will be refunded to the College.

C. No vacation days can be carried forward more than the fiscal year following the fiscal year in which they were earned. Remaining days will be forfeited.

D. Vacation days earned and not used in the year prior to termination will be compensated for at the termination of employment.

E. Employees who work less than twelve (12) months will schedule excess vacation days as approved by their supervisors.

F. Food Service staff who work less than twelve (12) months will take vacation as follows:
   1. They will take such vacation days as are available during the Winter and Spring breaks and will schedule excess vacation days as approved by their supervisors.
   2. They will be paid for any unused days remaining at the end of the year. In all cases these vacation days earned, taken, and paid apply to the same fiscal year. In the case of these employees, no vacation time is to be carried forward into the next fiscal year.

G. Annually on or prior to June 1, employees shall communicate their desires to their immediate supervisor as to their vacation preference for the period July 1, of the current year, to June 30, of the following year. Employees with the highest major classification seniority will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question.

H. If a scheduled vacation, after being approved by the Employer, is canceled by the Employer, or if an emergency occurs, the employee so affected shall be given an opportunity to select any other time mutually agreeable to the Employer and employee, or shall be allowed to carry over the days involved.

I. In the case of employees transferring, or changing between ten, eleven, or twelve month assignments, the vacation days earned and taken, shall not exceed a proration of totals as given in Section A above for the categories applicable.
ARTICLE 20 – JURY DUTY AND WITNESS TIME

A. An employee who serves on jury duty will be paid the difference between the pay for jury duty and his/her regular straight hourly pay for such time served. The employee will submit payment via check to the College in the amount of jury pay received.

An employee may be requested by the Employer, but not required, to attempt to have him/her excused from such duty. Such days shall not be deducted from accumulated sick leave days.

B. An employee who is scheduled or required to appear in court as a witness for the College shall suffer no loss in regular pay, nor shall overtime hours be charged against said employee in consequence of overtime opportunity available during the period of appearance.

C. An employee required to appear as a witness for the College during non-work hours shall be provided time off for the non-work hours of court appearance and reasonable travel time, provided validation of the hours of appearance is presented and provided the released time is taken within one (1) week following the appearance. Arrangements of the time off shall be arrived at by mutual agreement between the employee and his/her immediate supervisor.

ARTICLE 21 – HEALTH BENEFITS

A. Health Insurance The Board of Trustees shall make payments for hospital-surgical-medical benefits in accordance with Act No. 152 of Public Acts of 2011, or as prescribed by law.

An employee who opts not to be covered under the Board of Trustees’ health care coverage will receive compensation as listed below subject to the following conditions:

1. The employee must supply written proof of medical insurance coverage with another employer/carrier specifying full family or two (2) person coverage and a medical insurance waiver to the Office of Human Resources during open enrollment of each contract year.
2. No employee whose spouse is employed by the Board shall be eligible for this benefit.
3. Payment of $2,000.00 in lieu of full family coverage will be paid June 30 of each contract year.
4. Payment of $1,600.00 in lieu of one (1) or two (2) person coverage will be paid June 30 of each contract year.

Employees may select single coverage (self only), two (2) person coverage (self and spouse or dependent), or family coverage. Coverage will only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Office of Human Resources.

New hires will qualify for benefits on the first (1st) day of the month following successful completion of their probationary period.

B. Dental Insurance The Employer shall provide the best possible dental plan for the available money.

C. Vision Insurance The Employer shall provide the best possible family optical plan for the available money.
D. Part-time Employee Coverage

a. Effective January 1, 1998, persons working twenty (20) hours or less per week shall not receive any hospital-surgical-medical, dental, optical benefits. Persons who were eligible for benefits prior to January 1, 1998, shall be grand-personed at their current level. Any increase in hospital-surgical-medical, dental, and/or optical benefits shall only be given to those employees who work more than twenty (20) hours per week.

b. Part-Time employees hired after November 27, 2006, who work more than twenty (20) hours per week but less than forty (40) hours per week will receive prorated coverage for medical, dental, and vision insurance based on a forty (40) hour week. Employees will be required to pay that percentage of the medical, dental, and vision cost that corresponds to the percentage they fall short of a forty (40) hour week. Example: six (6) hours/day x 5 = 30 hours or seventy-five (75) percent of a forty (40) hour week. The employee would pay twenty-five (25) percent of the medical, dental, and vision cost).

ARTICLE 22 – OTHER BENEFITS

A. Life Insurance

1. Employer will provide group life insurance in the face value of twenty-five thousand dollars ($25,000) for regular full-time employees, and the face value of fifteen thousand dollars ($15,000) for every other employee. The provisions of said group policy and the rules and regulations of the insurance carrier will govern as to the commencement and duration of benefits.

2. Employees on approved leave or long term disability may request to continue at their expense, the then current life insurance coverage at prevailing monthly group rates provided the premiums will be payable to the Office of Human Resources one (1) month prior to the date payment of premium to the carrier must be submitted. This option is available only at the beginning of the employees' leave or long term disability.

3. Employees who work four (4) hours or less per day shall not be eligible for life insurance benefits.

B. Long-Term Disability Insurance

1. The Board of Trustees will provide, at no cost to the Association, a long-term disability plan. Specifics of this plan will be as follows:
   
   a) Sixty (60) percent of normal monthly earnings (to be defined as position on salary schedule plus longevity).
   
   b) Waiting period: one-hundred eighty (180) consecutive calendar days.
   
   c) Maximum annual covered salary: Fifty thousand dollars ($50,000) (based on twelve (12) months).
   
   d) Coverage for nervous and mental disabilities – two (2) years or institutionalized.
   
   e) Full maternity coverage.

2. Board will continue medical coverage for a period not to exceed three (3) months for employees receiving long-term disability benefits.

3. The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible during the benefit period from the Board, the Michigan Public Schools Employees Retirement System, the Federal Social Security Act (both primary and dependent), the Workers' Compensation Act, the Railroad Retirement Act, Veterans' benefits or other such pensions, or payment for sick days.
4. Monthly benefits will not be reduced by any statutory or cost-of-living increases in Social Security or MPSERS benefits.
5. The Association will be consulted regarding any change of carrier, details and implementation of this plan.
6. Effective January 1, 1998, persons working twenty (20) hours or less per week shall not receive any long term disability benefits. Persons who were eligible for benefits prior to January 1, 1998, shall be grand-personed.

C. Employee Assistance Plan
   The College will provide a voluntary Employee Assistance Plan.

D. Safety Shoes
   The HFCC-SSA recognizes the need for safety shoes for certain employees and agrees that the following employees must wear safety shoes on the job:
   - Building Operator, including relief employees
   - Carpenter
   - Custodial, including relief employees
   - Electrician
   - Ground persons, including relief employees
   - Shipping and Receiving Associates, including relief employees

   1. Other employees who may be required to wear safety shoes may be issued vouchers at the discretion of the Director of Buildings and Grounds.
   2. The College will provide a list of eligible employees to a vendor specified by the College and each employee will be eligible to purchase safety shoes in the amount of eighty dollars ($80) in April 2012 and even years thereafter for the duration of the contract.
   3. An employee who transfers or promotes to a position which requires the wearing of safety shoes, will be eligible to purchase safety shoes in the amount of eighty dollars ($80) effective with his/her starting date.
   4. Employees who are required to wear safety shoes who fail to do so will be disciplined up to and including discharge.

ARTICLE 23 – WORKERS’ COMPENSATION

A. Employees injured while on duty will be compensated according to the State of Michigan Workers’ Compensation provisions.
B. An Association member who is injured while on duty for the employer shall obtain and promptly furnish a written report of such injury. The report must be signed by both the employee and the appropriate supervisor. A copy of the report must be sent to the Vice President of Business Services who will forward a copy to the Association.
C. An Association member granted workers’ compensation will receive an amount to be paid by the Board sufficient to make up the difference between the association member’s workers’ compensation payment and 75% of his or her net base weekly salary, based upon the Association member’s regular work schedule for a period of up to twelve (12) months.
D. Filling of Vacancies. Vacancies created by employees who are absent for an extended period of time because of a job incurred injury will be handled in the following manner:

1. If the injured employee’s absence exceeds one hundred eighty (180) calendar days or if the employee’s physician certifies that the employee will be unable to return to work for at least one hundred eighty (180) calendar days, the vacancy created will be filled through the normal process.

2. The employee may use classification seniority to bump with proper verification of fitness to return to work:
   a. The junior person within his or her classification on the same shift with the same number of hours and months, or
   b. The junior person within his or her classification with the same number of hours and months, or
   c. The junior person within his or her classification, or
   d. Any previously held lower classification if his or her seniority in that classification warrants.

3. An employee bumped may exercise seniority as indicated in the appropriate provision of Article 6.K.

ARTICLE 24 – GRIEVANCE PROCEDURE

A. A grievance is a complaint by an employee in the bargaining unit and/or the Association concerning any alleged violation of this Agreement.

B. All grievances will be handled in the following manner:

Step 1 – Within ten (10) working days of the occurrence of the facts on which the complaint is based, a Complaint Investigation Form shall be completed, signed and dated by the employee and sent to the Association representative. The Association may forward the Complaint Investigation Form to the Supervisor. The intent of Step 1 of the Grievance Procedure is to have the employee attempt to resolve the complaint with his/her supervisor and/or any involved parties on an informal basis.

Step 2 - If the complaint is not resolved at Step 1, the employee may file a written grievance within ten (10) working days after the date of the informal meeting by elevating the Step 1 Complaint to Step 2. The form shall be submitted to the employee's supervisor with copies to the Association and the Office of Human Resources. The form must state the precise basis for the grievance, the provisions of the contract which support the claims in the grievance, and the relief sought. A written reply from the Office of Human Resources will be given to the employee within ten (10) working days with copies to the Association.

Step 3 - Within ten (10) working days after delivery of the decision, the grievance may be appealed in writing to the College President. Within fifteen (15) working days after delivery of the appeal, the President or the President’s representative shall investigate the grievance. By the end of said fifteen (15) working day period, the President or the President’s representative shall communicate the decision in writing, together with reasons, to the aggrieved employee and to the Association.

Step 4 - Within ten (10) working days after delivery of the President's decision, the Association may request the services of the State Mediator's Office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration.
Step 5 - If the Association is dissatisfied with the recommendation of the mediator, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President and the American Arbitration Association within ten (10) working days after the mediation hearing. The arbitrator shall be selected from the rolls of the American Arbitration Association 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 Board of Trustees and the Association. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Association and any employees involved unless the Board of Trustees, by vote of at least two-thirds (2/3) of its members taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event the award shall not be final and binding but shall be advisory only.

C. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing directly at Step 2. The grievance must be presented within ten (10) working days of the occurrence of the facts on which the grievance is based.

D. Failure at any step of the grievance procedure of the Employer to communicate the decision on a grievance within the specified time limits shall allow the Association to move to the next step of the procedure within the same time which would have been allotted had the decision been given. Any communication postmarked within the time limits and mailed to the employee and the Association at its last known address shall be within the time limits. If a grievance filed under C. in connection with an Association grievance, no employee need be notified.

Failure to begin to process the grievance within the time limits set forth above shall bar the grievance.

Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.

E. Any individual employee may present a grievance through Step 4, only, and have the grievance adjudicated without intervention of the Association, not inconsistent with the terms of this Agreement, providing the Association has been given an opportunity to be present at all steps.

F. An Association representative may be present at all steps of the grievance procedure. In the event an Association representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.

G. Any agreement reached through the grievance procedure will be implemented promptly.

H. The time limits referred to in this Article above may be waived by the mutual written consent of the Association and the Administration.
ARTICLE 25 – GRIEVANCE PROCEDURE IN DISCHARGE CASES

A. When an Association member is discharged or suspended, the employee and the Association shall be promptly notified in writing by the Employer.

B. If the employee or the Association wishes to file a grievance in connection with such discharge or suspension, they may use the grievance procedure set forth in Article 24, with the following exceptions:
   1. The grievance shall be submitted in writing to the President directly and the processing of such grievance shall commence at Step 3.
   2. The grievance must be presented within ten (10) days of the date on which the employee was discharged or suspended.

C. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper, will be returned to work on his/her regular job without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with Employer as well as unemployment compensation, unless Employer and Association agree otherwise or arbitrator decides otherwise.

D. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.

ARTICLE 26 – DISCIPLINE

A. No Association member shall be dismissed or suspended without just cause. Should an Association member wish to contest a dismissal, a written notice shall be given to the Employer within seven (7) calendar days of the dismissal and shall then be subject to the Grievance Procedure commencing with Step 3, as provided in Article 24 of this Agreement.

B. Among the actions which shall, as deemed appropriate by the Employer, result in and establish just cause for discipline up to and including discharge, shall include, but shall not be limited to:
   1. job abandonment (three (3) day no-call, no-show);
   2. inappropriate conduct directed at or involving other employees of the Employer or students or vendors or members of the general public;
   3. insubordination;
   4. unsatisfactory performance;
   5. violation of the Employer’s standards of conduct;
   6. dishonesty, misappropriation of funds, theft;
   7. falsification of logs, time records, or other records of the Employer;
   8. intoxication or drinking on duty, possession of alcohol, or illegal use or possession of drugs and narcotics on duty or on College premises, or any other violation of the College’s substance abuse policies;
   9. reporting to duty or working while impaired by drugs or alcohol;
   10. sexual or other harassment, of employees or other parties;
   11. fighting, assault, or other violent behavior;
   12. sleeping while on duty;
13. criminal misconduct;
14. use or possession of firearms while on duty or on College premises;
15. negligent conduct resulting in, or which could have resulted in, serious injury, destruction of property, or discharge/spillage of hazardous substance;
16. misuse of property or equipment;
17. failure to immediately report an incident; or
18. non-compliance with governmental rules and regulations in the performance of duties.

ARTICLE 27 – DISCIPLINARY PROCEDURES

A. Just cause No employee shall be reprimanded, suspended with or without pay, discharged or otherwise disciplined without just cause.

B. Progressive Discipline The College will follow a policy of progressive discipline as outlined below:

<table>
<thead>
<tr>
<th>Offense</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Offense</td>
<td>Oral Warning (documented)</td>
</tr>
<tr>
<td>Second Offense</td>
<td>Written Warning</td>
</tr>
<tr>
<td>Third Offense</td>
<td>Written Reprimand</td>
</tr>
<tr>
<td>Fourth Offense</td>
<td>Written Reprimand – two (2) day non-paid suspension</td>
</tr>
<tr>
<td>Fifth Offense</td>
<td>Written Reprimand – one (1) week non-paid suspension</td>
</tr>
<tr>
<td>Sixth Offense</td>
<td>Suspension with length to be determined up to discharge</td>
</tr>
</tbody>
</table>

C. Exceptions to Progressive Discipline

1. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal.

2. In addition, incidents of which may accumulate within a given period of time may lead to suspension and dismissal.

3. The employment of any unit member who is absent for three (3) consecutive work days and fails to make a report of his/her absence to his/her immediate supervisor is terminated as a voluntary resignation.

4. It is understood, however, that nothing is intended to prevent Administration and Supervisors from bypassing the progression of “disciplinary offenses” outlined in Section B for more serious offenses subject to review through the grievance procedure.

D. Union Representation In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees.

E. Copies of warnings and reprimands will be distributed to the Office of Human Resources, the affected employee, and the Association.

F. Any Association member discharged forfeits all rights except for unused vacation time.

G. After a period of two (2) calendar years, an Employee may request a review of their personnel file for the purpose of removing disciplinary records.
ARTICLE 28 – STRIKES

A. So long as this Agreement is in effect, the Association will not cause, nor permit its’ members to cause, nor will any member of the Association take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer’s operations for any reason whatsoever, nor will the Association authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Association shall take the necessary steps to avert or bring such activity to a prompt termination.

B. Any employee who violates the proscriptions of this provision will be immediately discharged without recourse to the Grievance Procedure. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

ARTICLE 29 – PARTIAL INVALIDITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 30 – AMENDMENT

This Agreement may be amended in writing by mutual agreement of the Employer and the Association.

ARTICLE 31 – COLLECTIVE BARGAINING

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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 subject or matter 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.

ARTICLE 32 – MISCELLANEOUS

A. Present practices and procedures which affect employees of the bargaining unit, but which are not covered in this Agreement will not be changed unless the Association is first consulted. The Employer has the right to change any practice or procedure, such action to be subject to the Association’s right to grieve. No employee in the bargaining unit shall be reprimanded for any acts or omissions done or not done because of a change in present procedure or practice of which the employee was not previously made aware, but he/she shall be informed of such change after the occurrence of such act or omission. After said employee has been informed of such change in procedures and practices, he/she shall be held liable for the acts or omissions of such procedures or practices.

B. The Employer and the Association will cooperate in implementing and maintaining all health and safety rules and practices. All employees represented by the Association will fully observe and comply with all requirements of the Michigan Occupational Safety and Health Act MIOSHA.
C. Meetings between representatives of the Administration and the representatives of the Executive Board of the SSA will be scheduled at the request of either party and at a time and place mutually agreeable for the purpose of discussing and alleviating current problems.

Whenever possible, the agenda for said meetings will be agreed upon in advance in order that adequate preparation may be undertaken and/or that appropriate resource people may attend the meeting.

D. Final agreement represents both parties’ interests and waives all pending or current grievances as of the date of ratification.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 15th day of October, 2012.

FOR THE BOARD
(Signed)
Mary Lane, Board Chairperson
Gail Mee, HFCC President
Cynthia Eschenburg for Administration and Human Resources

FOR THE ASSOCIATION
(Signed)
Joseph Zitnik, President
Reuben Brukley
Barbara Corp
Darren Rinaldi
Patricia Sellers
APPENDIX A

WAGE SCHEDULE

Wage Schedule and 2012 Steps are effective November 1, 2012. Steps for 2013 are effective July 1, 2013.

<table>
<thead>
<tr>
<th>2012-2013 Salary Schedule</th>
</tr>
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<tbody>
<tr>
<td>Position/Title</td>
</tr>
<tr>
<td>Division Secretary</td>
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<tr>
<td>Dept Secretary, CustServ Associate*</td>
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<tr>
<td>Secretary</td>
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<tr>
<td>Electrician</td>
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<td>Carpenter</td>
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<tr>
<td>Ship/Receiving Associate*</td>
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<td>Custodial Leader, Grounds Leader</td>
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<td>Custodian</td>
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<td>Mail Clerk</td>
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<td>Network &amp; Systems Associate</td>
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<td>Graphics Designer</td>
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<td>Institutional Research Analyst</td>
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<tr>
<td>Help Desk Associate</td>
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<td>Financial Aid Associate</td>
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*Incumbent employees in positions grandpersoned; new hires classified in new grades.
<table>
<thead>
<tr>
<th>Position/Title</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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*Incumbent employees in positions grandpersoned; new hires classified in new grades.
APPENDIX B
HOLIDAYS

2012-2013 Holidays

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
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<td>Labor Day</td>
</tr>
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<td>Thanksgiving</td>
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<tr>
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<tr>
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2013-2014 Holidays

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<td>Friday, December 27, 2013</td>
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<td>Winter Break</td>
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<tr>
<td>Monday, January 20, 2014</td>
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<tr>
<td>Friday, March 14, 2014</td>
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<tr>
<td>Monday, May 26, 2014</td>
<td>Memorial Day</td>
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<tr>
<td>Monday, July 7, 2014</td>
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2014-2015 Holidays

<table>
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<td>Thanksgiving</td>
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<tr>
<td>Wednesday, December 24, 2014</td>
<td>Winter Break</td>
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<td>Monday, December 29, 2014</td>
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<td>Monday, May 25, 2015</td>
<td>Memorial Day</td>
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<tr>
<td>Monday, July 6, 2014</td>
<td>Independence Day</td>
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2015-2016 Holidays – To Be Determined

The Friday after Thanksgiving shall be compensated for at regular straight-time hourly rate.
**APPENDIX C**

**DEFINITIONS**

**Employee Status**

- **Full-time Employee**: employee who is classified as regular full-time and regularly works or is paid for at least forty (40) hours per week.
- **Regular Part-Time**: employee who is classified as regular part-time and regularly works or is paid for at least twenty (20) hours per week, but less than forty (40) hours per week.
- **Association Employee on Probation**: employee presently in the unit, who as a consequence of any movement, is required contractually to serve a period of probation.
- **Probationary Employee**: new employee who is not yet a member of the Association.
- **Substitute Employee**: a non-bargaining unit employee who is qualified to work in the place of an absent regular full-time or regular part-time employee.
- **Temporary/Casual Employee**: a non-bargaining unit employee who is hired for a limited time period.
- **Student Employee**: a non-bargaining unit employee who is currently enrolled in courses and is employed for no more than twenty (20) hours per week during the fall and/or winter semesters and thirty-nine (39) hours per week during the spring and/or summer semesters.
- **Swing Shift Employee**: employee who works varying shifts (not sections).
- **Alternate Schedule**: work schedule that is not Monday through Friday.
- **Alternate Holiday Schedule**: Employees with non-traditional work hours.
- **Anniversary Date**: Initial Date of Hire
- **Position Date**: Date employee is appointed to position

**Transfer, Promotion, and New Position Probation**

- **Classification**: any one of the positions listed in Schedule A.
- **Transfer**: movement of an employee between locations, shifts or classifications.
- **Promotion**: movement to a higher paying classification.
- **Demotion**: movement to a lower paying classification.
- **Relief Employee**: an employee who meets position requirements and provides a timely request to work in a relief capacity in another classification.
APPENDIX D
EXTENDED SICK AND ACCIDENT PLAN (Sick Leave Bank Procedures)

An extension of the sick and accident benefits provided by the HFCC-SSA are herein set forth in a plan established for the benefit of employees who have exhausted their sick leave, vacation leave, and personal leave, as a result of a prolonged illness or injury. This plan shall apply to all eligible HFCC-SSA employees. Any contributions of sick leave days to this plan shall be entirely on a voluntary basis and non-returnable.

Contribution of Sick Days

In order to establish the bank, the initial donation will be two (2) days; subsequent donations to replenish the bank will be a maximum of one (1) day per year and will be made on an as needed basis. A day shall be considered as an employee's normal work hours per day. For example, an eight (8) hour employee shall contribute eight (8) hours and a four (4) hour employee shall contribute four (4) hours.

Appointment of the Committee

The committee shall consist of six (6) members: three (3) members of the HFCC-SSA, and three (3) members of Administration.

Requirements for Eligibility for Membership

In order to become a member of this extended sick and accident plan, the employee must meet the following requirements:

1. Have a minimum of three (3) consecutive years of seniority with the HFCC-SSA.
2. Have a balance to the employee's credit of a minimum of twenty (20) work days in any combination of sick leave, vacation, and personal leave.
3. Contribute the required number of initial sick leave days.
4. Sign necessary application and authorization form.

Membership

The initial enrollment period shall be from April 16, 2012, through April 30, 2012, and February 1 through February 15 every year thereafter. If an employee does not apply for membership during the initial period of April 16, 2012, through April 30, 2012, they shall not be eligible to apply until the enrollment period the following year. The following rules shall apply:

1. Employees hired on and after the effective date of this plan may apply for membership from February 1 through February 15 each calendar year after they have completed three (3) consecutive years of service with the employer.
2. Eligibility will be verified by the Office of Human Resources.
3. An employee will no longer be eligible to participate in this plan if they transfer to a classification outside of the HFCC-SSA.
4. If an employee transfers back to the HFCC-SSA, they may reapply in the normal manner.
5. If an employee chooses to withdraw from the plan, they may do so only during an enrollment period each year (February 1 through February 15).
6. If an employee chooses to reenroll in the plan, they may do so only during an enrollment period (February 1 through February 15). At this time, the employee will be required to donate one (1) day.
Benefits

A member of this plan who applies for benefits shall meet the following provisions:

1. To be eligible for benefits under this plan, an employee must be off work, due to a current medical condition, for a period of a minimum of twenty (20) work days within twelve (12) months of the request. An employee must also have a minimum of twenty (20) days of accumulated leave (sick, vacation, or personal) to cover the first twenty (20) days off.
2. Payments shall not be made until all sick, vacation, and personal leave days have been exhausted, including those in excess of twenty (20) days referred to in Number 1.
3. Members must be under doctor’s care. No benefits will be paid for time lost due to an illness unless a doctor’s statement of proof of illness is submitted.
4. Cosmetic surgery is not covered under this plan unless it is a result of a recent injury or illness.
5. An employee’s benefits shall cease upon service retirement, a duty or a non-duty disability retirement, upon being placed on disability by Social Security, or upon death.
6. The committee may make exceptions to Number 1, if an employee has been off work from time to time because of the same illness or injury and; therefore, has used paid leave to the extent that he/she is unable to meet the eligibility requirements in Number 1.
7. If disabling complications arise as a result of a pregnancy, the committee will consider requests for benefits on an individual case basis.
8. An employee is not eligible for benefits while receiving workers’ compensation or when on leave.
9. The committee may award a maximum of twenty (20) days.

Accumulation of Leave Days

1. While drawing benefits under this plan, the employee shall continue to accumulate vacation, sick leave and shall be entitled to personal leave days as provided for other employees.
2. The accumulated days shall be charged in the following order:
   a. Sick Leave
   b. Personal Business Days and/or
   c. Vacation

General Provisions

1. All benefits under this plan shall be approved by the committee. **Donating to the bank does not guarantee time awarded.** The committee will consider the past use of sick time when determining approval to receive the additional benefit.
2. Any paid holiday by the Board of Trustees will replace a benefit day.
3. Once days are contributed, they cannot be withdrawn.
4. This plan will apply even if the employee is covered by other insurance policies.
5. The decision of the committee is final and cannot be grieved.
APPENDIX E
AUTHORIZATION FORMS FOR DUES, INITIATION FEES, OR AGENCY FEES

Membership Form and Payroll Authorization Form

The Henry Ford Community College Support Staff Association (henceforth referred to as the “HFCC-SSA”) represents the collective bargaining interests of non-instructional and non-administrative employees of Henry Ford Community College. Pursuant to the Collective Bargaining Agreement between HFCC and HFCC-SSA, all represented employees are required to support the contract-related activities of the HFCC-SSA either through payment of union dues or an agency fee. As a non-instructional or non-administrative employee at HFCC, you will be represented by the HFCC-SSA regardless of whether you choose membership and agree to pay dues or decline membership and pay an agency fee.

By becoming a dues-paying member of the HFCC-SSA, you have the right to participate in the democratic governing process of the HFCC-SSA including the right to vote on various referenda, serve on committees, and run for HFCC-SSA office. By choosing membership, you are helping us build a strong HFCC-SSA and a better College! Agency fee payers are covered by the contract, but do not have the right to help determine how the HFCC-SSA operates, to run for office, or vote on referenda.

TO: Henry Ford Community College and the HFCC-SSA.

My signature below indicates my choice to either become an HFCC-SSA member and pay dues or decline membership and pay agency fees. This authorization will continue during my employment in this capacity with HFCC unless revoked in writing.

☐ I choose to become an HFCC-SSA member with all the benefits of membership and agree to have membership dues deducted from my earnings in the amount of 75% of one hour for each paycheck.

☐ I choose to decline membership in the HFCC-SSA and agree to authorize agency fees deducted from my earnings in the amount of 75% of one hour for each paycheck.

Signature
Date

Type or Print Name of Employee
HANK ID Number

Address
City
State
Zip

Please return this form through U.S. or interoffice mail to
HFCC-SSA, 5101 Evergreen Rd., Dearborn, MI 48128
Authorization for Initiation Fee

An initiation fee of $150 is required to be a member of Henry Ford Community College Support Staff Association (henceforth referred to as the “HFCC-SSA”). This fee must be paid within one year of your start in the HFCC-SSA.

Name:
Total Amt Due: $150
Amount Paid: $0
Amount Due: $150

I hereby assign to the HFCC-SSA from any current or future earnings as a Henry Ford Community College (henceforth referred to as “HFCC”) HFCC-SSA employee (in my present position or in any future position as a HFCC employee while a member of the HFCC-SSA) such sums as the Financial Officer of HFCC may certify as due to the HFCC-SSA to satisfy a one-time initiation fee. The current established initiation fee being one hundred and fifty dollars ($150.00 USD).

Effective with the payroll date of _______________, I authorize and direct HFCC to deduct $6 every two-week pay period until the total amount of the Initiation Fee is paid in full. Such amounts will be deducted from my pay and remitted to the HFCC-SSA at such times and in such manner as may be agreed upon between HFCC and the HFCC-SSA at any time while this authorization is in effect.

______________________________  __________________________
Signature                          Date

______________________________  __________________________
Type or Print Name of Employee      HANK ID Number

______________________________  __________________________
Address                        City                State                Zip

Please fill out and return to Barbara Corp, Data and Voice Dept.

Thank you.
Barbara Corp
Treasurer
HFCC-SSA
The parties hereby agree that upon separation of incumbent employees, the position of HR Assistant will be reclassified as an exempt/non-union position and will be a recognized SSA bargaining unit position.
Letter of Agreement - #2

Layoff and Recall Procedures

The parties hereby agree upon the following procedures for Layoff and Recall.

Layoff and Recall Procedures

1. When a reduction in force becomes necessary, the employer shall determine the classification(s) to be reduced, the number of employees in those classifications to be reduced, and where the reductions in force should best occur.

2. Probationary employees within the classifications shall be the first to be laid off.

3. The least senior in any classification affected in each office or department shall be the next one(s) displaced; provided the employees remaining in the classification(s) have the qualifications to perform the necessary work of the classification(s).

4. In case of layoff, management will give at least two (2) weeks’ notice to employees affected and to the Association, unless the events that make the layoff necessary are of such a nature as to render inoperative the functioning of College and thus preclude such advance notice.

5. When an employee is laid off, he/she shall be given the opportunity to indicate in writing to the Office of Human Resources, with a copy to the Association, his /her interest in any job within the bargaining unit for which he/she is qualified.

6. When an increase in force is necessary, employees shall be recalled in reverse order of layoff, before any new employees are hired.

7. Notice of recall shall be sent to the employee, at the last known address, by certified mail, to return to employment. The employee must respond within ten (10) working days of receipt of the notice or be considered terminated.

8. The College’s obligation to return an employee from laid off status shall be limited to a period of one (1) year.
Letter of Agreement - #3  
SSA Part-Time Teaching Assignments

To the extent that employees of HFCC whose primary positions with the College are that of the SSA bargaining unit, and who also teach during the academic year (Fall, Winter, Spring/Summer) the following provisions will apply within the restrictions of the Adjunct Faculty Organization collective bargaining agreement:

1. The hourly rate of pay for adjunct instruction will be calculated according to the provisions of applicable Federal Wage and Hour Regulations for hours worked during the academic year.

2. Adjunct salary includes all teaching hours and up to one (1) hour of preparation time per week, per course. Any additional preparation must be requested and approved by the Associate Dean or Director prior to being worked. If additional hours are approved in advance and actually worked, the employee must submit for payment of excess hours (i.e. for a 3 contact hour course, all hours worked in excess of 4 clock hours must be reported for payment).

3. Hourly adjunct instructors will receive assignments and will have their AFO seniority calculated according to the provisions of the AFO collective bargaining agreement.
The parties hereby agree that the College will supply uniforms, on a yearly basis, to employees in the following departments and positions:

- **Buildings and Grounds**
  - Building Operator
  - Carpenter
  - Custodian
  - Custodial Leader
  - Electrician
  - Grounds
  - Grounds Leader

- **Enrollment Services**
  - Enrollment Associate III

- **Skylight Café**
  - Cashier
  - Chef
  - Food Service Associate

- **Other departments/positions the College**