

AGREEMENT BETWEEN
THE
BOARD OF TRUSTEES
AND THE
HENRY FORD COMMUNITY COLLEGE
ADMINISTRATORS' ASSOCIATION
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS



LOCAL 71, AFL-CIO
2008-2013

HENRY FORD COMMUNITY COLLEGE
5101 EVERGREEN ROAD
DEARBORN, MICHIGAN 48128

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This agreement is made by and between the Board of Trustees of Henry Ford Community College and the Henry Ford Community College Administrators' Association, AFL-CIO.

ARTICLE I — ASSOCIATION-BOARD RELATIONS

A. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all College personnel employed by the Board as administrators, supervisors, or managers, excluding the President of the College, positions that report directly to the President of the College the Executive Director of Development, Director of Human Resources, Human Resources Supervisor, and all unclassified Administrative Assistants. If a position no longer reports directly to the President as set forth above, said position shall become part of the bargaining unit.

B. EQUAL OPPORTUNITY

1. The Association agrees to maintain its eligibility to represent all members of its bargaining unit by continuing to admit persons to membership in the Association without discrimination on the basis of age, race, color, religion, national origin, sex, marital status, familial status, protected disability, sexual orientation, political affiliation or belief, and to represent equally all members of the unit without regard to membership or participation in, or association with, the activities of any professional organization.
2. The Board agrees to continue its policy of not discriminating against any administrator on the basis of age, race, color, religion, national origin, marital status, sex, familial status, protected disability, sexual orientation, organization affiliation, political affiliation, or belief.

3. The Association supports the Board's commitment to the principles of diversity in recruitment and hiring of College teachers and College administrators, as set forth in the current College Equal Employment Opportunity Policy.

C. DEFINITIONS

In the applications and interpretation of the provisions of this Agreement, the following definitions shall apply:

1. Board shall mean Board of Trustees of Henry Ford Community College or its designated agents.
2. Association shall mean the Henry Ford Community College Administrators' Association.
3. As used in this Agreement, the term "administrator" shall mean associate dean, director, coordinator, manager, or supervisor employed at the College.
4. Exempt administrators shall mean administrators listed in the Recognition Clause.
5. President shall mean the President of the College or his/her designated agents.
6. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural.

D. AGENCY SHOP

1. Within thirty (30) days after the commencement of employment, each administrator, as a condition of employment, shall:
 - a. tender the current membership dues to the Association, or
 - b. in the alternative, tender a representation fee to the Association in such an amount as the Association may prescribe (but in no event shall such amount exceed the current dues required of Association members).
2. After the conclusion of the prescribed time period, the Association may certify to the Board the name of any administrator who has failed to exercise one of the options set forth above. Such certification shall include a statement of the Association's good faith attempt to inform the administrator in writing of the options available and of the administrator's refusal to exercise either of them.

3. After receiving the Association's certification, the Board shall notify such administrator in writing that his/her administrative contract with the College shall be terminated unless he/she exercises one of the options set forth above within thirty (30) days after receiving notification of dismissal from the Board. It is understood that the Association's certification to the Board must be received no later than ninety (90) days prior to June 30.
4. Any administrator dismissed under the provisions of this section and who, at a later date, is re-hired shall pay, as a condition of re-employment, all unpaid membership dues or representation fees which were due and owing to the Association when such administrator left the College, provided that the Association certifies to the Board, no later than thirty (30) days after such administrator's dismissal takes effect, the total amount of unpaid dues or representation fees. Such certification shall include a statement of the administrator's refusal to pay.
5. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or forms of liability that arise out of or by reason of action taken or not taken for the purpose of complying with any of the provisions of this section.

E. DUES OR SERVICE CHARGE CHECKOFF

1. During the life of this Agreement, the Board shall deduct one month's current uniform and periodic Henry Ford Community College Administrators' Association dues or service charge from the monthly contractual pay of each administrator who voluntarily executes and delivers to the Board a form authorizing such deductions.
2. The following certification form shall be used by the Association when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF ASSOCIATION

I certify that until further notice the membership dues or service charge payable under the current collective bargaining agreement is _____ percent of the administrator's monthly contractual salary per month for the months July through June.

Date

Signature
Association Financial Officer
Date of Delivery to Board

3. Payroll deductions shall be made only from the pay due administrators on the regular pay day of each calendar month; provided, however, the initial deduction for any administrator shall not begin unless both (a) voluntary authorization for deduction of Association dues or service charge and (b) the certification of the Association's financial officer as to the amount of the monthly Association dues or service charge have been delivered to the Board at least fifteen (15) calendar days prior to the regular pay day of the calendar month on which the change is to become effective.
4. An administrator may revoke the "Voluntary Authorization" for deduction of Association service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Association. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the regular pay day of the calendar month.
5. All sums deducted by the Board shall be remitted to the financial officer of the Association once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions are made, together with a list of names and the amount deducted for each administrator for whom a deduction was made.
6. The Board shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the administrator. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.
7. The Board agrees that it shall not, during the life of this Agreement, deduct dues or service charges from administrators for any organization other than Henry Ford Community College Administrators' Association.

ARTICLE II — ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

A. ADMINISTRATION OF COLLECTIVE BARGAINING CONTRACTS

It shall be the responsibility of each administrator to administer equitably and properly the provisions of all collective bargaining contracts entered into by the Board and in force at the College.

Members of the bargaining unit may make suggestions to their exempt administrators regarding negotiations of those contracts they are expected to administer.

B. COMPLAINTS

In order to encourage the harmonious and expeditious resolution of complaints against administrators, it is agreed that no decision shall be made before the administrator is notified of the complaint and is given the opportunity to clarify the circumstances leading to the complaint.

Parties to this agreement concur that complaints shall be dealt with in the following manner and in a timely fashion:

1. When the exempt administrator receives a complaint from any individual against any administrator under his/her supervision, the matter shall be referred directly to the administrator against whom the complaint was lodged or, if appropriate, to the Office of Human Resources.
2. If the administrator is unable to resolve the complaint, the matter shall be referred in writing to the appropriate exempt administrator with all pertinent information, including the administrator's position in the matter.
3. The administrator against whom the complaint was lodged shall be presented with all appropriate information garnered from involved parties. The administrator against whom the complaint was lodged shall have the opportunity to meet in person with the exempt administrator to present his/her response to the complaint.
4. The exempt administrator, after considering all information available, shall submit his/her decision in writing to the involved administrator, with a copy to the President. If the President thinks the complaint of sufficient importance to the College to require his decision, he shall render such in writing to the involved administrator, and his decision shall be final. If the President chooses not to act, the decision of the exempt administrator shall stand as final.

In any interviews required of the administrator in this procedure, he/she may be accompanied and represented by the Association.

C. JUST CAUSE

Discipline or discharge of administrators who have successfully completed a three (3) year probationary period may be imposed only for just and reasonable cause.

Severance of an administrator for abandonment of duties shall not be subject to the provisions specified above nor to the provisions of the grievance procedure.

Severance of an administrator for abandonment of duties shall occur when an administrator fails to report to work for a period of five (5) consecutive work days

without notice, provided the College has sent a certified "next day mail" letter requesting return to work to the administrator's last address on file with the College, and provided the administrator has no reasonable explanation for failure to notify the College of the reason(s) for absence.

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

D. PROBATIONARY PERIOD

All newly hired, elected, or appointed administrator shall serve a three (3) year probationary period. The probationary period begins the first day of employment and ends on the third anniversary of that date. The primary emphasis in the first two years of probation shall be on evaluating performance of administrative duties. In the final year of probation, there shall be continued emphasis on evaluating performance of professional duties with equal emphasis on participation in the governance structure of the College and other appropriate community involvement, including but not limited to, continuous improvement projects, leadership activities, and Association activities.

In the interest of giving employees the best opportunity to pass their probationary period, at least three (3) written performance evaluations by the administrator's immediate supervisor should be done over the course of the three year probation period. These evaluations should be done approximately eight (8) months, twenty (20) months, and thirty-five (35) months after the first day of employment. If a written performance evaluation is not produced and discussed with the employee, the employee may request the performance evaluation from the immediate supervisor. If the written evaluation is still not produced in a timely fashion, the employee may ask the Human Resources Office to intercede.

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

If an administrator is reassigned by the College to a different position as part of the just cause process set forth in Article II.C, an additional probationary period will be required. Specific performance objectives and the length of the probationary period, not to exceed eighteen (18) months, will be agreed upon by the College and the Association.

If an employee applies for and is appointed to a different position, a probationary period may be required.

All decisions regarding the continuation or renewal of a probationary administrator's contract shall not be subject to just cause provisions of this agreement nor shall these decisions be subject to the grievance procedure.

Procedural issues regarding evaluation of probationary administrators shall be determined in consultation with Association representatives.

E. ADMINISTRATOR'S PERSONNEL FILE

1. It shall be the right of any administrator to examine his/her personnel file upon request in accordance with the Bullard-Plawecki Employee Right to Know Act. The administrator shall receive a copy of any material, other than confidential references and other initial employment documents, when it is placed in his/her personnel file and shall be given the opportunity to react in writing as an attachment to the material.
2. It is understood that confidential credentials from educational institutions and personal references are not subject to examination and may be removed prior to examination by the administrator.

F. EVALUATION

Each administrator shall be evaluated annually by the administrator's immediate supervisor(s). The exempt administrator shall review and sign all of the evaluations within his/her division of the College.

G. CONFLICT OF INTEREST

In order to foster participation in the shared governance structure of the College and to avoid potential conflicts of interest, full-time administrators shall not accept employment for compensation from an employer, other than the College; receive fees for professional/technical services; or conduct business-related activity for monetary gain during the regular College day.

Exceptions to this Article shall be granted by the President after consultation with the Association, provided the administrator can demonstrate: (1) the activity does not interfere with the administrator's responsibilities, and (2) there is no conflict of interest between the activity and the administrator's employment at the College.

H. INTELLECTUAL PROPERTY

Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of an administrator's employment at the College, and any proceeds deriving therefrom, shall remain the property of the administrator, unless the product is produced at the direction of the College and the College dedicates funding to underwrite the development of the product. In such event,

the administrator and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing the ownership of the product and proceeds therefrom.

ARTICLE III — BOARD OF TRUSTEES' RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV - ADMINISTRATIVE ASSIGNMENTS

The Board and the College administration agree that all positions shall be staffed by the most competent and qualified persons who can be procured for them within a reasonable length of time.

A. APPOINTMENT TO ADMINISTRATIVE POSITIONS

The composition of the selection committee for non-elected administrators shall include a minimum of one non-elected member of the Association.

Final selections and recommendations to the Board for appointments to administrative positions rest with the President.

B. ADMINISTRATIVE REORGANIZATION, REASSIGNMENT, AND TEMPORARY APPOINTMENT

1. When an administrative vacancy occurs or a new position is created, the President may fill the position temporarily by reassigning an administrator after consultation with the Association President. Such an assignment shall be for no longer than twelve (12) consecutive calendar months beginning with the effective date of the assignment.
2. Even though a vacancy does not exist, the President may effectuate temporary or permanent administrative transfers for the good of the College after consultation with the Association President.

3. Recommendations to the Board for appointments to administrative positions rest with the President.
4. In the event of the extended vacancy or absence of an administrator, the President, after consulting with the Association President, may appoint a qualified administrator to assume the responsibilities of the absent administrator. If an administrator is appointed to assume the responsibilities of an absent administrator, the appointed administrator shall be compensated by being placed on the salary grade of the absent administrator, or by remaining on current grade and step, whichever shall provide the higher compensation.

If a teacher is appointed to assume the responsibilities of an absent administrator, the teacher's extra hours of administrative work shall be compensated for at the non-teaching extra-contractual rate for thirty (30) work days.

Should the teacher's appointment be for more than thirty (30) work days, on the thirty-first work day of the appointment, the teacher shall be placed on the appropriate level of the administrators' salary schedule and shall be compensated accordingly. He/she shall also be required, effective this date, to comply with agency shop provisions of the contract.

If the President chooses to appoint to the temporary vacancy someone who is not a current administrator or teacher, that person may assume the responsibilities of an absent administrator for a period of thirty (30) work days. The appointed person shall be compensated by being placed on the appropriate step of the salary schedule, at the salary grade of the absent administrator. Should the appointment be for more than thirty (30) work days, on the thirty-first (31st) work day of the appointment, the person shall be required to comply with agency shop provisions of the contract.

As a temporary member, this individual has all of the rights and responsibilities as outlined in the contract, but is not subject to administrative transfer provisions of this contract. This individual shall be subject to termination at the end of the period specified in the individual contract without recourse to any of the reduction and recall provisions of the contract.

This arrangement shall remain in effect until the return or termination of employment of the absent administrator.

5. If an administrator is given an extended special temporary assignment that lies outside his/her regular responsibilities, the President or designee will consult with the Association President to determine what, if any, additional compensation may be appropriate. Any decision by the President in such a matter is not subject to the grievance procedure.

6. The Association President shall be notified in writing by the Director of Human Resources and his or her designee of any agreements between the College and any Association member(s) involving any compensation the Association member(s) receives that is above and beyond the compensation contained in this agreement. This includes, but is not limited to, an extra-contractual compensation of a non-teaching nature.

C. REDUCTION AND RECALL

1. If, in the opinion of the President, it should become necessary to reduce the number of College administrators, the President shall inform the Association of the need for and the effect of such reductions before implementing the reduction.
2. Effective with the 2008-2009 contract year, if an administrative position is grant-funded, and grant-funding is no longer available to the previous extent, and as a result the position is eliminated, the affected employee will not have the right to placement in a position currently held by a regular employee or administrator regardless of length of service or qualifications and may not be placed in a position currently held by a non-represented part-time employee. Such administrator shall have no right to recall as set forth by Article IV.C. All postings and job descriptions for such grant-funded positions will be prominently labeled as such and include specific information regarding the lack of recall rights.

Administrator's who are in grant funded positions prior to the 2008-2009 contract year are exempt from the above language and shall have the right to recall as set forth by Article IV.C.

3. Administrators on approved leaves of absence at the time staff reductions are determined shall be considered on the same basis as administrators currently on duty.
4. The President shall select for retention those administrators with the longest full-time service with the College/Dearborn School District, unless other factors are judged to be of greater importance and value to the College; such factors shall include the requirements of the position to be filled, appropriate training and experience, and valid certification where needed. If the administrator to be retained has less College/Dearborn School District administrative service than one to be released, the President or designee shall, upon request, explain confidentially to the Association and the administrator to be released the reasons for the decision.

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

It is also understood that exempt administrators, including the President, shall make a good faith attempt to place, when necessary, an administrator in a vacant

position for which the administrator is qualified, but may lack tenure and sufficient seniority.

The efforts of the exempt administrators to facilitate the move of an administrator to a non-administrative position shall include a good faith attempt at placement in a position currently held by a non-represented part-time employee. However, the administrator is not obligated to accept placement in a part-time position. In this case, recall rights to a full-time position in accordance with Article IV.C. are not forfeited.

5. Any administrator released because of reduction in staff, including abolition of positions, shall be offered the next vacant administrative position for which the administrator is qualified and certified provided such vacancy occurs within three (3) years of administrator's release.

The College shall make reasonable efforts to notify a laid off administrator of recall opportunities. Written notification shall be sent by certified mail to the administrator's last known address. Should the administrator fail to respond within five (5) days of date of notification and indicate willingness to return to full-time employment status, that administrator shall forfeit the right to be recalled to employment.

6. Administrative reorganization, reclassification, reassignment, reduction, or recall shall not be subject to the grievance procedure; the matter of process connected with any of these actions may be subject to the grievance procedure.

D. RECLASSIFICATION OF SALARY SCHEDULE PLACEMENT

1. The President and the Association President shall meet and confer on the appropriate salary schedule placement for any not existing position within the bargaining unit.
2. The reclassification process shall be concerned solely with the determination of appropriate salary schedule placement of a bargaining unit member.
3. The Reclassification Committee shall consist of three (3) members appointed by the President, one of whom shall serve as chairperson, and three (3) members appointed by the Association.
4. The process for reclassification shall be as follows:
 - a. An Association member may initiate a request for reclassification by filing with the chairperson the appropriate form with the necessary documentation.

- b. The Reclassification Committee shall meet within fifteen (15) working days of the filing of the request.
- c. The applicant shall be allowed to be present during the information gathering phase and shall be excused before any vote is taken. Supplemental information may be requested by the Reclassification Committee.
- d. At the conclusion of deliberations, the Committee shall vote by secret ballot with the ballots being tallied by the chairperson and verified by a designated Association member serving on the committee. The vote of the committee shall be considered an advisory vote and shall be presented to the President for consideration in recommending a salary status change to the Board. The minutes of the meeting shall be forwarded to the Association President.

E. EXTRA-CONTRACTUAL ASSIGNMENTS

1. No administrator shall be denied the opportunity for extra-contractual assignments which are available and which do not interfere with normal administrative duties provided the Local 71 member meets or exceeds the qualifications currently required of full-time faculty in the Division and the requirements of the Higher Learning Commission of the North Central Association. Exceptions are made only upon recommendation of the Vice President and approval of the President.
2. For extra-contractual assignments of a teaching nature, if the administrator notifies the appropriate Associate Dean of his or her interest in teaching by the first day of the preceding full semester (Fall for Winter, Winter for Spring, Summer and Fall), the administrator shall have priority in receiving a teaching assignment immediately following the assignment of classes to full-time faculty and prior to adjunct faculty.

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

3. When extra-contractual assignments of a non-teaching nature are assigned by an exempt administrator, the following procedure is to be followed:

Qualified administrators in the division which is offering the assignment.
Qualified administrators in the College.
Qualified members of the College Organization.

4. The acceptable extra-contractual assignment for an administrator shall be no more than twelve (12) contact hours per academic year, including summer sessions, with a maximum of six (6) contact hours per semester. These assignments may consist of any combination of teaching and non-teaching duties. Exceptions are made only upon recommendation of the Vice President and approval of the College President and the Association President.
5. For the purpose of computing the number of contact hours per academic year, two (2) clock hours for non-teaching duties shall be the equivalent of one (1) contact hour. Teaching duties shall be computed using standard contact hours for that assignment.
6. Compensation for extra-contractual teaching assignments for administrators shall be the same as that which would be paid if a full-time teacher with identical credentials were to be given the assignment.

Effective for the 2000-2001 contract year, compensation for extra-contractual administrative assignments shall be 1/1975 of the administrator's contractual salary.

Salaries for part-time, non-faculty professional employees not represented by the Association shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against members of the Association.

ARTICLE V - LEAVES

- A. Definition: Provisions of the Family and Medical Leave Act notwithstanding, a leave is a Board-approved absence without pay (except for sabbatical), granted to a non-probationary administrator with provisions for certain rights and responsibilities before, during, and following such absences.
- B. Requests: In order for a leave request to be given consideration, it must be submitted to the Human Resources Office in writing, and within prescribed time limits, if applicable for the type of leave requested.
- C. Expiration: A leave may be rescinded or terminated before the normal expiration date only by mutual agreement between the administrator and the Board.
- D. Payments: Except as specifically provided, no payment of any kind shall be made to or for any administrator while on a leave covered by this Agreement.
- E. Return: An administrator shall be eligible to return to the position after an approved leave of one (1) years or less, subject to the reduction and recall provisions of the contract.

If the leave extends beyond a one (1) year period, return shall be to a comparable position at the College, if such a position is available and if the administrator is qualified for the position.

F. Classification: Leaves shall be classified as Professional, Personal, or Civic as follows:

1. Professional:

- a. Advanced Study
- b. Sabbatical
- c. Leave for National or State Union Duty
- d. Leave for Professional Organization
- e. Other Professional Leaves

2. Personal:

- a. Extended Health Leave
- b. Care of Family Leave
- c. Child Care Leave
- d. Other Personal Leaves

3. Civic:

- a. Military and Peace Corps
- b. Public Service
- c. Temporary Military Leave
- d. Other Civic Leaves

G. PROFESSIONAL LEAVES

1. General Provisions

- a. An administrator returning from a Professional Leave of not more than one (1) year shall have the right to return to the position left subject to the reduction and recall provisions of the contract.
- b. Upon return from Professional Leave during which the conditions of such leave have been fulfilled, an administrator shall receive any regular scheduled salary increases granted to administrators in service, including increments, and shall receive any general salary adjustments which may be effected.
- c. Request for extension of leave of absence must be made in writing by November 1 or March 1. Failure to request extension within the time limit prescribed shall constitute termination of leave. Failure either to secure extension of leave or to return to employment upon termination of leave shall constitute termination of employment.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of such leave.
- e. An administrator who has been on a Professional Leave shall be eligible for another Professional Leave, other than a Sabbatical Leave, three (3) years after return.
- f. Application for Professional Leave shall be filed in the Human Resources Office not later than March 1 or November 1 preceding the semester that the leave shall become effective.
- g. Notices received by exempt administrators relative to opportunities for Professional Leaves should be made available to administrators.
- h. However, administrators on approved leaves of absence, as provided in this contract, may retain any or all of the group insurance coverages at the group rates, provided full reimbursement is made to the Human Resources Office by the administrator on a monthly basis.

2. Specific Provisions

a. Advanced Study Leave

- (1) Any administrator with a minimum of three (3) years of active service as an administrator at the College may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon recommendation by the President. Any extension of time shall be made only by special action of the Board.

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- (2) Upon return from Advanced Study Leave, the administrator shall submit a report to the President. If an abuse of the leave's purpose is apparent, it shall be treated as a Personal Leave with no increment accruing.

b. Sabbatical Leave

An administrator shall be eligible for a Sabbatical Leave upon completion of seven (7) or more full contract years of continuous service at the College, at least two of which must be as an administrator. The purpose of Sabbatical Leave shall be for professional study, work on publications, educational travel, travel combined with study, research, or other purposes which, in the opinion of the President, will improve the administrator professionally or which will be of practical value to the College. If a Sabbatical Leave is granted, the administrator shall receive one-half ($\frac{1}{2}$) salary current at the time leave begins for the period of the leave, which shall not exceed one (1) year.

- (1) A request for Sabbatical Leave must be submitted on the "Sabbatical Leave Application" form. The form may be obtained in the office of the exempt administrator and is to be returned to that office by March 1 of the year of requested leave. The exempt administrator shall forward the application to the Human Resources Office.
- (2) The number of administrators on Sabbatical Leave at any one time shall not exceed two (2). An administrator shall not be entitled to more than one (1) Sabbatical Leave in any seven (7) year period.
- (3) An administrator while on Sabbatical Leave shall not engage in remunerative work without the approval of the President. Scholarships, grants, and fellowships in approved colleges and universities are excepted.
- (4) Upon accepting a Sabbatical Leave, an administrator shall certify to the College intention to return to the position with the College for a period of at least one (1) year.
- (5) Should the administrator not remain with the College for the required period, the College shall be repaid the full amount received in Sabbatical Leave compensation.
- (6) All insurance benefits shall be continued during the Sabbatical Leave as though the administrator were on regular assignment.

- (7) An administrator on Sabbatical Leave shall be entitled to and shall receive all improvements to compensation for the subsequent year granted to other administrators.

c. Leave for National or State Association Duty

- (1) Upon approval of the Board, an administrator may be granted leave for national or state association duty provided that such duty is full-time. The administrator shall notify the Board in writing on being selected for such a position, and in no case shall the administrator take leave of administrative duties unless at least thirty (30) working days have been provided to locate a replacement.
- (2) No more than one (1) administrator shall be allowed such leave in any one year.
- (3) Notification of the administrator's intent to return from such leave shall be made in writing to the Human Resources Office by November 1 or March 1.
- (4) An administrator on such leave shall receive no pay from the Board.
- (5) An administrator returning from such leave after a period of less than one (1) year shall be placed on the salary step which would have been attained had leave not been taken.
- (6) An administrator who returns from this type of leave of absence after a minimum time of one (1) year shall receive during the subsequent contractual year, the salary of the step above that which was occupied in the last year of active service.
- (7) Accumulated benefits are carried forward from effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of the leave.

d. Leave for Professional Organization

- (1) Upon approval of the Board, an administrator may be granted a leave to serve a term of office for an educational organization, recognized by the appropriate group it represents, provided such service is on a full-time basis. Such leave shall be for a single term of office and must have Board approval for any extension beyond that term.

- (2) No more than one (1) administrator shall be allowed such leave in any one year.
 - (3) Notification of the administrator's return from such leave shall be made in writing to the Human Resources Office by November 1 or March 1.
 - (4) An administrator on such leave shall receive no pay from the College Board of Trustees.
 - (5) An administrator returning from such leave after a period of less than one (1) year shall be placed on the salary step which would have been attained had leave not been taken.
 - (6) An administrator who returns from this type of leave of absence after a minimum time of one (1) year shall receive during the subsequent contractual year the salary of the immediate next step above that occupied in the last year of active service.
 - (7) Accumulated benefits are carried forward from effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of the leave.
- e. Requests for Professional Leaves not specifically referred to in this Agreement will be forwarded to the Human Resources Office for consideration.

H. PERSONAL LEAVES

1. General Provisions

- a. Personal Leaves may be granted to administrators for six (6) months or twelve (12) months upon request subject to the approval of the President and the Board.
- b. Requests for Personal Leave should be submitted in writing to the Human Resources Office, accompanied by appropriate documentation as indicated by the specific type of Personal Leave.
- c. An administrator who returns from a Personal Leave of Absence shall receive, during the subsequent contract year, the salary of the immediate next step above that occupied in the last year of active service.

- d. Request for extension of Personal Leave or notice of intention to return must be made in writing to the Human Resources Office. When the leave is to end June 30, notice shall be submitted by April 1. When the leave is to end on December 31, notice shall be submitted by October 1. Notification by these dates shall not be required when circumstances clearly preclude the opportunity of such notice.
- e. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of such leave.

2. Specific Provisions

a. Extended Health Leave

- (1) Leave may be granted based on mental or physical illness of an administrator.
- (2) Request for Extended Health Leave shall be accompanied by a written statement from the attending physician indicating basis for leave request.
- (3) Requests for return from Extended Health Leave must be accompanied by a written statement from the attending physician stating the administrator's fitness to return to employment.

b. Care of Family Leave

- (1) Leave may be granted to administrators to care for ill members of the immediate family. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and spouse's father, mother, brother, sister, or live-in associate.
- (2) Request for Care of Family Leave shall be accompanied by sufficient proof of necessity for leave, including a statement from the attending physician.

c. Child Care Leave

- (1) An administrator who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave.
- (2) Request for a Child Care Leave shall be submitted in writing to the Human Resources Office ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.

- 3) Child Care Leave, when granted, shall initially be for up to one year from the date leave begins.
- (4) Request for renewal must be made to the Human Resources Office in writing at least ninety (90) days before the expiration date of the leave.
- (5) Return from Child Care Leave, other provisions of this contract notwithstanding, shall be to a comparable position at the College if such position is available and if the administrator is qualified for the position not later than one (1) year from the date leave began. Failure to request renewal, and/or failure to notify the Human Resources Office in writing of intent to return, at least ninety (90) days prior to the expiration date of the leave, in response to notification by the Human Resources Office, shall constitute termination of employment.
- (6) A return from Child Care Leave prior to the expiration of the leave may occur only with the consent of the administrator and with the approval of the President.

d. Other Personal Leaves

Requests for Personal Leaves not specifically referred to in this Agreement shall be forwarded to the Human Resources Office for consideration.

I. CIVIC LEAVES

1. Military and Peace Corps Leaves

- a. Any administrator who may enlist or be conscripted into the Armed Forces of the United States or the Peace Corps or be called to active duty in the military service shall be reinstated as a regular employee in the administrative staff with full credit, including the annual increment(s) under the administrative salary schedule.
- b. Request for return from leave must be made in writing by November 1 or March 1.
- c. Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the administrator's military obligation.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of such leave.

2. Leave for Public Service

- a. Upon approval of the Board, an administrator may be allowed to serve the term of office to which elected, reelected, appointed, or reappointed at any level of government. Such leave shall be granted for a single term of office and must have Board approval for any extension beyond that term.
- b. No more than one administrator shall be allowed such leave in any one year.
- c. Notification of the administrator's return from such leave shall be made in writing to the Human Resources Office by November 1 or March 1.
- d. An administrator on such leave shall receive no pay from the Board.
- e. An administrator returning from such leave after a period of less than one (1) year shall be placed on the salary step which would have been attained had leave not been taken.
- f. An administrator who returns from this type of leave of absence after a minimum time of one (1) year shall receive during the subsequent contractual year, the salary of the immediate next step above that occupied in the last year of active service.
- g. Accumulated benefits are carried forward from effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated sick leave days may not be granted during the term of the leave.

3. Temporary Military Leave

When an administrator must take a temporary Military Leave (not to exceed fourteen (14) work days) during the contractual year, the Board shall compensate the administrator involved for the difference between the administrative pay for the period of service and the military pay for the weekdays of military service during the contractual year, and shall provide a substitute for the position, if necessary. Satisfactory arrangements shall be made prior to the leave and in conference with the President so that vital administrative staff functions remain uninterrupted.

J. OTHER LEAVES

Requests for leaves of absence not specified as professional or personal leaves and not provided for under policy shall not be granted except when circumstances arise which the Board, on recommendation of the President,

believes warrant granting of a personal leave for confidential reasons not specified in this contract.

ARTICLE VI — ABSENCES OTHER THAN LEAVES

A. PERSONAL ILLNESS AND EMERGENCIES

1. At the beginning of each contractual year, each administrator shall be credited with one (1) day of sick leave for each month of employment in the upcoming contractual year. These days may be used for personal illness and emergencies and shall be taken in two hour units.

The days so credited shall be non-cumulative for those administrators who have attained one hundred-twenty (120) accumulated sick leave days.

2. All sick leave in excess of that credited shall be charged against the balance accumulated up to and including June 30, 1999. When all accumulated sick leave has been exhausted, the administrator shall be entitled to Weekly Accident and Sickness Benefits and, when applicable, Long-Term Disability Benefits.
3. Credited sick leave days may be used prior to being earned; however, any unearned sick days that have been so used shall be deducted from the final pay in case of termination of employment. For purposes of the computation of a day's pay the fraction of 1/240 of annual salary for forty-eight (48) week administrators and 1/225 for forty-five (45) week administrators will be used.
4. Administrators who are employed extra-contractually during the normal College year may use contractual sick days for absences from extra-contractual assignments due to illness. It is understood that no more than five (5) contractual sick days may be used in any College year for extra-contractual absences which do not occur on days of contractual absences.

Contractual sick days used for extra-contractual absences shall be granted in four hour (4) units per extra-contractual class session. For work prescribed on other than a class contact hour basis, contractual sick days used for extra-contractual absences shall be granted in four hour (4) units per extra -contractual assignment of three (3) hours or less.

5. An administrator who is absent because of illness for five (5) or more consecutive work days shall furnish a physician's statement to the Human Resources Office verifying illness and certifying the administrator's physical capability to return to work.
6. Emergencies shall be:
 - a. Quarantine of administrator or administrator's living quarters.

- b. Death in the immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relatives-in-law, or live-in associates.)
- c. Required court appearance, not to exceed ten (10) days in any one contractual year.
- d. Care for a member of the immediate family for medical purposes when no other arrangements are possible, not to exceed ten (10) days in any one contractual year.
- e. Any request for an extension of time with regard to Items c. and d. above shall be made in writing to the Human Resources Office and shall be subject solely to the President's consideration.

B. PERSONAL BUSINESS

- 1. Each administrator shall be granted up to five (5) days per contractual year for personal business. These days are provided the administrator to take care of important personal matters that cannot be taken care of outside of regularly scheduled hours. These days are non-cumulative and shall be taken in two (2) hour units.
- 2. Such days shall not be taken in conjunction with non-paid, non-work days or holidays except with the permission of the exempt administrator.
- 3. Up to two (2) unused personal business days may be used for extra-contractual assignments; four (4) hours of personal business time shall be equivalent to one (1) class session.
- 4. Any unused personal business days shall be added to an administrator's cumulative sick leave.

C. RELIGIOUS OBSERVANCE

All administrators shall be granted such days as may be required by their religion for holy observance and abstention from work. Such days shall be deducted from sick leave accumulation. If an administrator has no accumulated sick leave, he/she shall forfeit a day's pay for each day of work missed.

D. HOLIDAYS

There shall be no deduction of days from the administrator's sick leave accumulation for the following holidays: Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, and Memorial Day. The Association shall be consulted concerning the establishment of the College calendar before the calendar is agreed to with other bargaining units.

E. JURY DUTY

Administrators shall be allowed to serve on juries during the contractual year when required to do so, and there shall be no financial penalty attached to such service. However, the Board shall be obligated to pay only an amount equal to the difference between the administrator's daily salary rate and the daily jury duty fee paid.

F. CATASTROPHES

No administrator shall suffer loss of pay or deduction from sick leave days in the event a general catastrophe (such as extremely severe snow storm) makes it impossible to report. Existence of catastrophe shall be determined by the President.

G. ABSENCES OTHER THAN LEAVES

An Association member may take no more than two (2) days per fiscal year for Association-connected business. The Association shall reimburse the College for any additional days. Association-connected business, for purposes of this article, shall not apply to preparation for or conduct of negotiations.

H. OTHER ABSENCES

Absences during the contractual year for reasons other than those listed in this section shall not be permitted unless requested in writing in advance by the administrator and approved by the President.

ARTICLE VII — DETERMINATION OF INCAPACITY

Any administrator may be required to take involuntary leave when it has become apparent to the President that the individual is no longer able physically and/or mentally to discharge the duties of his/her position in a competent professional manner.

- A. The President may require in writing that any administrator take a physical or mental examination at Board expense, the results of which may be used for determining involuntary leave.
- B. When the examination is received, reviewed, and evaluated, the administrator may submit to an examination by a physician of the administrator's choosing at the administrator's expense. If the two reports are in conflict, a third physician shall be mutually agreed upon and the costs of this third examination shall be shared by the administrator and the College.

It is understood that the costs assumed by the parties are those which remain unpaid by insurance coverage.
- C. Examinations may be required as often as is deemed essential to the physical or mental welfare of the individual administrator involved.
- D. The administrator requesting in writing return from involuntary leave may return only upon the recommendation of the President following a re-examination according to the procedures outlined.
- E. Time for such an involuntary leave shall not be credited toward salary schedule increments.

ARTICLE VIII — GRIEVANCE PROCEDURE

A. DEFINITION OF GRIEVANCE

A grievance is an allegation of violation, misapplication, or misinterpretation of specific provision(s) of this contract.

B. STATEMENT OF BASIC PRINCIPLES

Administrators who feel aggrieved as a result of the violation, misapplication, or misinterpretation of specific provision(s) of this contract shall pursue the following procedure:

- Step 1. The working administrator shall meet with the immediate supervisor or exempt administrator within twenty (20) work days following the event prompting the grievance. At this meeting, the working administrator shall present a written statement of the grievance on the proper form, available from the Association President. However, should the event prompting the grievance occur while an administrator is not working, the twenty (20) work day period shall commence on the day of return to work. If the matter is not here resolved, the grievance shall be moved to the next step within five (5) work days after the meeting.

- Step 2. If the Step 1 meeting was not with an exempt administrator, the written grievance shall be sent to the exempt administrator by the Association, and the exempt administrator shall render a written response within ten (10) work days of receipt of the written grievance.
- Step 3. The President or designee shall meet with the grieving administrator within fifteen (15) work days after receipt of the written grievance at this level. The President or designee shall answer in writing within ten (10) work days following the meeting. If the matter is not resolved, it shall be referred to the next step by the grieving administrator within ten (10) work days of the administrator's receipt of the President's or designee's written answer.
- Step 4. Final Stage — Arbitration.

If the Association is dissatisfied with the decision of the President or designee, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President or designee within ten (10) working days after the Association's receipt of the decision of the President. The Association must then deliver written notice to the American Arbitration Association of its desire to arbitrate postmarked within thirty (30) calendar days after delivering such notice to the President. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

The arbitrator's award shall be final and binding on the fifteenth (15th) day following its delivery to both parties.

At any step in the grievance procedure, representatives from the Association may be present. A grievance not initiated, or taken from one step to the next, within the time limits above specified, shall not be considered. A grievance not answered within the time limits above specified may be referred by the administrator to the next step within the same time limits as would have pertained had

the grievance been timely answered. Time limits may be extended by mutual written agreement of both parties.

ARTICLE IX — ADMINISTRATIVE WORK PERIODS

- A. The work year shall be of forty-eight (48) weeks or forty-five (45) weeks duration apportioned over the year from July 1 to the following June 30.
- B. Holidays listed in this contract shall be part of the contract year, and administrators shall be paid should the observance of such holidays fall on days that are normally work days. Administrators shall also be paid for what would normally be work days if the College is closed because adequate operating and maintenance personnel are not available to make productive occupancy feasible. The President shall announce such closings.
- C. Setting aside the days cited as holidays in the contract, for purposes of calculations, the difference between the work days in fifty-two (52) weeks and those in forty-eight (48) weeks is twenty (20) days excluding weekends. The difference in the number of such days between fifty-two (52) weeks and forty-five (45) weeks is thirty-five (35) days. These days shall be identified as non-work days. Administrators shall not be paid for any portion of these non-work days.
- D. Non-paid, non-work days accrued to the administrator shall be taken in minimum of two (2) hour units. Non-paid, non work days accrued to the administrator must be taken in the year accrued. However, the administrator may request of the Director of Human Resources, through the appropriate vice-president, permission to carry forward into the subsequent contractual year no more than ten (10) unused non-paid, non-work days. Such request must be made prior to May 15. The administrator will be informed of the decision no later than May 31. The decision of the Director of Human Resources is not subject to the grievance procedure.
- E. If an administrator terminates employment during a contract year, he or she may take only as many non-paid, non-work days as have been earned on a proportional basis up to date of termination.
- F. The professional discretion of administrators in scheduling their hours of work shall be respected; however, an administrator wishing to follow a schedule which varies more than moderately from current practice, must have prior written consent of the immediate exempt administrator and the President. If in order to perform the professional responsibilities designated in the job specifications of the position held, an administrator works additional hours or days, there shall be no additional compensation for those periods.

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

ARTICLE X — HOSPITAL-SURGICAL-MEDICAL INSURANCE

The Board shall provide coverage for hospital-surgical-medical benefits. Coverage, whosoever the carrier, shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF #2 and Master Medical, including Option II, and the surgical-medical expense benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical, and the following riders:

AS1	COB3	GCO	OPPC	PTS	SOT
ASFP	DC	GLE2	PCES1	RAPS	SUBRO2
BMT	D45NM	HCB1	PCES-2	RDC	TSA
CC	EF	HMN	PPNVI	RM	XF
CLC	EMBT	ML	PRE-100/20	RPS	XTMJ
CNM	ESRD	NC	PTB	SATIII	
CNP	FAERC	OPC	PTFS	SD	

Master Medical Supplemental Benefit Certificate Option II:

MMC-BL2 MMCXTMJ RAPS2 N1MC-PI

Master Medical deductibles shall be \$250.00 for individual and two-person coverage and \$500.00 for family coverage. Those administrators who choose the Master Medical plan shall be required to pay ten percent (10%) of the premium through payroll deduction.

Employees changing to traditional Blue Cross Blue Shield coverage shall pay the difference between the average premium cost of the health maintenance organization (HMO) plans that are offered and the premium for the traditional Blue Cross Blue Shield plan. The difference in premiums shall be payable through payroll deduction.

The Board shall provide prescription drug coverage for all prescriptions. Coverage shall include a generic equivalent provision and birth control coverage.

Prescription drug coverage shall include a \$10.00 co-pay for generic, \$15.00 co-pay for preferred brand-name/formulary, and \$20.00 co-pay for brand-name prescriptions.

The coverage for which the Board shall contribute under the foregoing may be, at the administrator's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children nineteen (19) years of age and under). Coverage shall only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Human Resources Office.

For those administrators who do not desire the above coverage and for all administrators newly hired by the College after July 1, 2008, the Board shall make monthly contributions to an approved health maintenance organization (HMO) or Preferred Provider Option (PPO) on behalf of subscribing administrators, while on the payroll, towards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage shall be the equivalent of the above benefits insofar as is possible. PPO coverage shall include a \$20 co-pay for office visits, urgent care and chiropractic visits and a \$50 emergency room visit co-pay. HMO coverage shall include a \$15 co-pay for office visits and urgent care, and a \$50 emergency room co-pay. After completion of the four (4) years of service, administrators may select the traditional coverage at the next available open enrollment period.

Administrators may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunity to enroll in either of the above plans shall be provided only during enrollment periods specified by the carrier.

The Board shall not be obligated to provide dual or coordinated coverage as it pertains to providing hospital-surgical-medical benefits when both spouses work within the Dearborn Public School System.

Administrators on professional, personal or civic leave may continue, at their own expense, the current health insurance coverage at the group rate, provided the premiums shall be payable to the Human Resources Office one (1) month prior to the date the premiums must be submitted to insurance providers.

ARTICLE XI — MEDICAL COVERAGE WAIVER

An administrator who opts not to be covered under the Board's health care coverage will receive compensation as listed below subject to the following conditions:

- A. The administrator must supply to the Human Resources Office written proof of medical coverage with another employer/carrier by July 1 of the year in which application is made.
- B. \$1,500 in lieu of full family coverage shall be paid June 30 of each contract year.
- C. \$1,125 in lieu of one- (1) or two- (2) person coverage shall be paid June 30 of each contract year.
- D. This compensation shall not be provided when both husband and wife are employees of the Dearborn Public Schools/Henry Ford Community College, nor shall dual coverages be provided in these instances. This provision shall not apply to those employees who were married and employed by the Board prior to July 1, 2002.

ARTICLE XII — DENTAL, OPTICAL, AND HEARING, AND LONG-TERM CARE INSURANCE

The Board shall maintain dental, optical, and hearing insurances coverage for administrators comparable to the benefits provided to other professional employees at the College. Effective January 1, 2006, the annual per person maximum for dental benefit for Class I, II, III coverage shall be limited to \$1,700.

Effective with the 2004-2005 contractual year, long-term care benefits shall be provided for individual administrators only.

Coverage for newly hired full-time administrators shall be effective the first day of the following month after enrollment forms are properly signed and submitted.

ARTICLE XIII — GROUP TERM LIFE INSURANCE

The Board shall provide group term life insurance for each administrator in the amount of two (2) times the administrator's annual contractual salary ($2 \times$ salary) to a maximum of \$100,000. The administrator shall enroll and designate a beneficiary(ies) on the proper application form.

Coverage for new administrators shall become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Human Resources Office.

Administrators terminated or no longer receiving payroll checks, except for those administrators covered under the Weekly Accident and Sickness and Long-Term Disability Benefits program below, have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

ARTICLE XIV — WEEKLY ACCIDENT AND SICKNESS AND LONG-TERM DISABILITY BENEFITS

Any administrator who has used the allotted sick days for a given year and has used all accumulated sick leave shall receive Weekly Accident and Sick Leave Benefits and, when applicable, Long-Term Disability Benefits equivalent to those currently provided to a maximum of seventy percent 70% of the administrator's contractual and extra-contractual salary.

Accidental Death or Dismemberment Benefits

The Board shall pay full premium for accidental death or dismemberment benefits equivalent to the following:

Life Insurance Benefit Life	100%
Both hands or both feet	100%

Sight of both eyes.....	100%
One hand and one foot	100%
Either hand or foot and sight of one eye.....	100%
A hand, foot, or sight of one eye.....	50%
Thumb or index finger	25%

ARTICLE XV — LIABILITY PROTECTION

The Board shall continue to pay premiums for such liability protection as presently exists. The Board's sole responsibility is the payment of such premiums.

ARTICLE XVI — WORKERS' COMPENSATION

The Board shall carry Workers' Compensation Insurance so that an administrator disabled from an injury or disease due to employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act.

ARTICLE XVII — OTHER COMPENSATION

A. LONGEVITY

Longevity compensation shall be calculated as follows: beginning with seven (7) years of service and capped at thirty -five (35) years of service, administrators shall be paid, as part of their contractual salary, 0.825 of a day's pay, based upon the current maximum salary (Grade 3), for each year of full-time service in the College/Dearborn Public School District.

B. PENSION SUPPLEMENT

1. The Board shall budget for each eligible administrator on the payroll a sum of \$2,000 for the purpose of supplementing the administrator's pension through the purchase of a tax sheltered annuity (TSA) or service time in the MPERS, at the administrator's option.

Beginning with an administrator's tenth (10th) year of service and capped at thirty (30) years of service, the pension supplement shall amount to \$2,000 plus 0.2% (.002) of the current Grade 3 maximum salary for each year of full-time service in the College/Dearborn Public School District.

2. So as to minimize administrative processing of TSA documents, the administrator shall authorize equal monthly TSA payroll deductions by August 1 of the current year based upon the projected years of service and projected value of the administrator's TSA pension supplement

during the final year of this agreement, plus any additional TSA contribution the administrator may elect to have deducted. The administrator shall either authorize equal monthly TSA payroll deductions or shall present the Board with a receipt from MPSERS reflecting the purchase of service time. All withholding taxes that may apply to MPSERS reimbursement shall be paid by the administrator. It is understood that an administrator purchasing service time in MPSERS may apply for annual reimbursement until the entire cost of the purchased service time has been reimbursed.

3. A newly hired Administrator shall have ninety (90) days after the date of hire to establish a TSA account and authorize deductions in accordance with this provision. Failure to do so within this time period will result in forfeiture of the TSA pension supplement for the remainder of the contractual year or six (6) months from the date of hire whichever is shorter. The pension supplement will become available to the administrator after the forfeiture period only if the administrator has established a TSA account.

C. MILEAGE

The Board shall pay each administrator for approved and required use of an administrator's personal automobile in the course of the performance of official duties. The rate shall be the basic IRS allowable rate as of the preceding July 1.

ARTICLE XVIII — IMPLEMENTATION MEETINGS

Upon request of the Association, the President shall meet with the Executive Committee of the Association on matters related to the implementation of this Agreement or other matters of mutual concern. Such meetings shall not exceed one per month except by mutual agreement.

ARTICLE XIX — MAIL SERVICE AND FACILITIES

- A. The Association shall have the right to use College mailboxes and the internal mail service for organization material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.
- B. Individual administrators shall not be prohibited from use of the College mail services for Association matters.
- C. The Administrators' Association shall have the right to make judicious use of campus rooms for organizational activities. These shall be used when there are no conflicts.

ARTICLE XX — SEVERANCE PAY

After ten (10) years of services, an administrator who retires, resigns (assuming that the resignation is not in lieu of termination), or is released because of reduction in staff and the estate of one who dies while employed by the Board shall be eligible for severance pay of 1.6 days pay for each full year of active service in the Dearborn Public School System. Time spent on Professional Leave and Personal Leave, Sabbatical excepted, shall not be counted as active service. For purposes of computation of a day's pay 1/240 or 1/225 of annual salary for forty-eight (48) week and forty-five (45) week employees respectively shall be used.

The calculation of severance pay shall be capped at thirty (30) years of service.

ARTICLE XXI – PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL CONFERENCES

Administrators shall be reimbursed for all reasonable expenses incurred traveling to and from and while attending professional conferences approved by the exempt administrator.

B. TUITION REIMBURSEMENT FUND

1. The Board agrees to allocate 0.002 (0.2%) of the current budgeted payroll of full-time, non-exempt administrators for the reimbursement of administrators for tuition and fees for academic courses. The academic courses must be toward a master's, Ed.S., Ed.D., Ph.D. degree or related to the field in which the administrator is or may be assigned. Academic courses completed must be from a regionally accredited college or university.
2. In order to receive reimbursement for academic courses, an individual must submit a transcript for academic courses to the Human Resources Office on or before September 30 of the following year. Payment shall be made within thirty (30) days after the filing deadline.
3. In the event the total of the requests for reimbursement exceeds the amount allocated, payments to each administrator shall be reduced in proportion to the amount by with the total requests exceed the allocation.
4. Any monies remaining in a particular year's Tuition Reimbursement Fund shall be made available for application under the Professional Improvement Fund.
5. To be eligible for tuition reimbursement, an individual must be a non-temporary administrator or a temporary administrator with a minimum of one (1) year full-time employment at the College.

6. A committee composed of an exempt administrator and three (3) Association members shall prepare reasonable rules for and monitoring of the administration of such funds. The Association President shall designate the Association's representatives.

C. PROFESSIONAL IMPROVEMENT FUND

The Board shall appropriate 0.0051 (0.51%) of the current budgeted payroll of non-exempt administrators each year for a Professional Improvement Fund to be used to pay for the following professional expenses of full-time administrators: membership dues in professional organizations pertaining to the administrator's responsibilities, purchase of books, periodicals, computer software and computer hardware pertaining to the administrator's responsibilities; and expenses for professional travel and conferences, or seminars to supplement, but not supplant, funds available from other sources, and tuition for academic courses that qualify under the terms of Article XXI.B., but not reimbursed under the article due to depletion of the monies in that fund.

A committee composed of an exempt administrator and three (3) Association members shall prepare reasonable rules for and monitoring of the administration of such funds. The Association President shall designate the Association's representatives.

Also, in order to encourage the contribution of time and effort to community and civic organizations that are active in the College service area, the Board shall appropriate \$1,700 each year to be used to pay administrators' membership dues and fees.

D. TUITION GRANTS

Administrators, their dependent children, and spouses shall receive Board-sponsored tuition grants to attend the College. Grants may not be used for courses offered through the Center for Lifelong Learning.

ARTICLE XXII — FLEXIBLE SPENDING ACCOUNT

Administrators shall have the option of participating in a Flexible Spending Account (FSA) program through payroll deduction. An administrator must enroll in the FSA program by December 5 of the year preceding the calendar year in which the administrator intends to participate.

ARTICLE XXIII — SALARY PLACEMENT

In order to attract and employ the best qualified persons available within or outside the College for administrative positions at the College, the President shall determine at what salary step within the appropriate administrative grade a new hire or transferee shall be placed.

Administrators hired after March 1 in any given year shall not advance a step on the salary schedule until July 1 following the one (1) year anniversary of their hire.

**ARTICLE XXIV — HFCC ADMINISTRATORS' ASSOCIATION SALARY STRUCTURE
2008-2013**

Salary Grade	Position	Contract Weeks
1A	Associate Dean <ul style="list-style-type: none"> • Business and Economics • University Transfer, Advising, and Career Counseling • English and World Languages • Fine Arts and Fitness • Health Careers • Mathematics • Nursing • Science • Social Science • Technology • Skilled Trades and Apprenticeship 	48
1	Director <ul style="list-style-type: none"> • Administrative Data and Voice Administration • Admissions and Registration • Buildings and Grounds • Center for Lifelong Learning • Corporate Training • Enrollment Development • Financial Aid • Financial Services • Library Services • Workforce Development 	48
3	Coordinator <ul style="list-style-type: none"> • Auxiliary Services • Corporate Training • Grant Writer-Researcher • Instructional Assessment • Media Services 	48
4	Coordinator <ul style="list-style-type: none"> • Campus Safety • Institutional Research-Analyst • Institutional Reporting/Perkins • Systems, Data and Voice Administration 	48
5	Supervisor <ul style="list-style-type: none"> • Purchasing 	48
6	Manager <ul style="list-style-type: none"> • Accountant-Bursar • Accountant- General Accounting • College Store • Program Marketing- Center for Lifelong Learning • Publicity/Staff Writer • Program (EMS) 	48
7	Manager <ul style="list-style-type: none"> • Enrollment Development • Library Circulation • Financial Aid • Admissions and Registration 	48
8	Manager <ul style="list-style-type: none"> • Accountant • Assistant, College-Store/Textbook Buyer • Financial Aid Specialist • Safety Specialist 	48

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

A. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE 2008-2009

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1A	\$87,661	\$91,375	\$95,089	\$98,802	\$102,516	\$106,230	\$109,417
1	\$83,869	\$87,583	\$91,297	\$95,011	\$98,724	\$102,437	\$105,510
2	\$80,221	\$83,848	\$87,476	\$91,103	\$94,732	\$98,361	\$101,312
3	\$76,472	\$80,026	\$83,581	\$87,135	\$90,689	\$94,243	\$97,070
4	\$69,407	\$72,884	\$76,362	\$79,839	\$83,315	\$86,791	\$89,395
5	\$62,322	\$65,720	\$69,118	\$72,516	\$75,914	\$79,312	\$81,691
6	\$55,219	\$58,536	\$61,854	\$65,172	\$68,489	\$71,807	\$73,961
7	\$48,384	\$51,625	\$54,866	\$58,106	\$61,346	\$64,586	\$66,524
8	\$41,539	\$44,700	\$47,860	\$51,020	\$54,180	\$57,339	\$59,059

NOTE: Any exception to the above shall be by Board action.

B. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 2009-2010

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1A	\$90,510	\$94,345	\$98,179	\$102,013	\$105,848	\$109,682	\$112,973	\$115,232
1	\$86,595	\$90,429	\$94,264	\$98,099	\$101,933	\$105,766	\$108,939	\$111,118
2	\$82,828	\$86,573	\$90,319	\$94,064	\$97,811	\$101,558	\$104,604	\$106,697
3	\$78,957	\$82,627	\$86,297	\$89,967	\$93,636	\$97,306	\$100,225	\$102,230
4	\$71,663	\$75,253	\$78,844	\$82,434	\$86,023	\$89,612	\$92,300	\$94,146
5	\$64,347	\$67,856	\$71,364	\$74,873	\$78,381	\$81,890	\$84,346	\$86,033
6	\$57,014	\$60,438	\$63,864	\$67,290	\$70,715	\$74,141	\$76,365	\$77,892
7	\$49,956	\$53,303	\$56,649	\$59,994	\$63,340	\$66,685	\$68,686	\$70,059
8	\$42,889	\$46,153	\$49,415	\$52,678	\$55,941	\$59,203	\$60,979	\$62,198

NOTE: Any exception to the above shall be by Board action.

C. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 2010-2011

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1A	\$93,452	\$97,411	\$101,370	\$105,328	\$109,552	\$113,247	\$116,645	\$118,977
1	\$89,409	\$93,368	\$97,328	\$101,532	\$105,500	\$109,204	\$112,480	\$114,729
2	\$85,520	\$89,387	\$93,254	\$97,356	\$101,234	\$104,858	\$108,004	\$110,164
3	\$81,523	\$85,312	\$89,102	\$93,116	\$96,914	\$100,468	\$103,482	\$105,552
4	\$74,171	\$77,887	\$81,406	\$85,319	\$89,034	\$92,524	\$95,300	\$97,206
5	\$66,439	\$70,061	\$73,862	\$77,493	\$81,125	\$84,551	\$87,088	\$88,829
6	\$58,867	\$62,403	\$65,940	\$69,645	\$73,190	\$76,550	\$78,847	\$80,424
7	\$51,580	\$55,035	\$58,490	\$62,094	\$65,557	\$68,852	\$70,918	\$72,336
8	\$44,283	\$47,653	\$51,021	\$54,522	\$57,899	\$61,127	\$62,960	\$64,220

NOTE: Any exception to the above shall be by Board action.

D. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 2011-2012

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1A	\$96,722	\$100,820	\$104,918	\$108,752	\$113,113	\$117,211	\$120,727	\$123,142
1	\$92,538	\$96,636	\$100,734	\$104,832	\$108,929	\$113,026	\$116,417	\$118,745
2	\$88,513	\$92,515	\$96,518	\$100,520	\$104,524	\$108,528	\$111,784	\$114,020
3	\$84,377	\$88,298	\$92,221	\$96,142	\$100,063	\$103,985	\$107,104	\$109,246
4	\$76,767	\$80,613	\$84,255	\$88,092	\$91,927	\$95,762	\$98,635	\$100,608
5	\$68,764	\$72,513	\$76,447	\$80,012	\$83,761	\$87,510	\$90,136	\$91,938
6	\$60,927	\$64,587	\$68,248	\$71,909	\$75,569	\$79,230	\$81,606	\$83,239
7	\$53,385	\$56,961	\$60,537	\$64,112	\$67,687	\$71,262	\$73,400	\$74,868
8	\$45,833	\$49,321	\$52,807	\$56,294	\$59,780	\$63,266	\$65,164	\$66,467

NOTE: Any exception to the above shall be by Board action.

E. HFCC ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE - 2012-2013

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1A	\$100,108	\$104,349	\$108,590	\$112,558	\$117,072	\$121,313	\$124,953	\$127,452
1	\$95,777	\$100,019	\$104,260	\$108,501	\$112,741	\$116,982	\$120,491	\$122,901
2	\$91,611	\$95,753	\$99,896	\$104,038	\$108,183	\$112,327	\$115,697	\$118,011
3	\$87,330	\$91,389	\$95,448	\$99,507	\$103,566	\$107,624	\$110,853	\$113,070
4	\$79,454	\$83,434	\$87,204	\$91,175	\$95,145	\$99,114	\$102,088	\$104,129
5	\$71,171	\$75,051	\$79,123	\$82,812	\$86,693	\$90,573	\$93,290	\$95,156
6	\$63,059	\$66,847	\$70,636	\$74,426	\$78,213	\$82,003	\$84,463	\$86,152
7	\$55,254	\$58,955	\$62,656	\$66,356	\$70,056	\$73,756	\$75,969	\$77,488
8	\$47,437	\$51,047	\$54,655	\$58,264	\$61,873	\$65,480	\$67,445	\$68,794

NOTE: Any exception to the above shall be by Board action.

ARTICLE XXV — MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrative contracts heretofore in effect. All individual administrative contracts shall be subject to the terms of this Agreement, and this Agreement shall be part of the established personnel policies of the Board affecting administrators.

ARTICLE XXVI — WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement, negotiate on any item both deem to require negotiation.

ARTICLE XXVII — CONFORMITY TO LAW CLAUSE

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the power, rights, duties, and obligations of the Board, the Association and members of the Bargaining Unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voiced, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

ARTICLE XXVIII — SUCCESSOR AND ASSIGNS

This Agreement shall be binding on any and all successor and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of any transfer that the successor or assigns shall be bound by the terms of this Agreement. The Employer shall continue to be liable for the complete performance of this Agreement until the successor or assigns expressly agrees in writing that it is completely bound by the terms of this Agreement.

Any resolution adopted for the purpose of initiating, authorizing or approving the sale, transfer or surrender of the assets of the College to any successor shall contain the following provision:

This resolution shall not be valid unless the purchaser or transferee provides an express written promise to assume all of the rights and duties of the collective bargaining agreement between the Henry Ford Community College Administrators' Association, AFSA Local 71, AFL-CIO, and the Henry Ford Community College Board of Trustees/Dearborn Board of Education.

ARTICLE XXIX — DURATION OF CONTRACT

This Agreement shall be effective on ratification, and shall continue in full force and effect until June 30, 2013. On or about March 1, 2013, either party may give written notice to the other of its desire to negotiate a new agreement for the following year and meetings for that purpose shall begin at a time mutually agreeable to the parties, provided that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Association.

If agreement on a new contract has not been reached by the parties by June 30, 2013, the 2012-2013 contract shall remain in effect from day to day until a new contract is agreed upon however, the continuation of the 2012-2013 contract may be terminated by either party with forty-eight (48) hours notice.

ARTICLE XXX — NO-STRIKE PROVISION

- A. The Association and the Board agree that both desire uninterrupted service and operation of the College. The Association agrees, during the term of this Agreement, not to call, support, or encourage any strike, walkout, sitdown, slowdown, artificial sick call, sympathy strike, or other interference with or interruption of work and that it shall not counsel or advise its members to engage in any such interruption of work.
- B. In the event activities prohibited by this Article occur during the life of this Agreement, the Association and its officers shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 17th day of October, 2008.

FOR THE BOARD

(Signed)
Aimee Blackburn, Board Chairperson
Gail Mee, HFCC President
Elizabeth Davis for Administration
and Human Resources

FOR THE ASSOCIATION

(Signed)
Henry Morgan, President
Susan Brown
Al Burrell
David Cunningham
Leslie Kellogg
Terrence Potvin
Larry Smyrski

State of Agreement No. 1
Voluntary Employee Severance Program

The parties hereby agree that the College will offer a Voluntary Employee Severance Program (VESP) to full-time administrators who have fifteen (15) years of service with the Dearborn Public Schools/Henry Ford Community College, as of June 30, 2009, including those Administrators on short/long term disability and/or worker's compensation prior to their election of the Program.

The terms of the program are as follows:

1. Deadline for VESP applications shall be February 2, 2009, and applications may be rescinded no later than February 16, 2009. Effective date of voluntary employee severance shall be no later than June 30, 2009.
2. VESP payment shall amount to 70% of 2008-2009 contractual salary, with a maximum VESP payment of \$65,000.
3. Pay out shall be made on a monthly basis over an eight year (96 month) term beginning no later than four months following the administrator's exit date.
4. The College requires VESP participation by at least two (2) administrators who are active or whose positions are included in the 2008-2009 budget. If fewer than two (2) administrators register, the program will not be offered.
5. If an administrator is over 59 years of age at the time VESP payments begin, the number of monthly installments shall be reduced so that all VESP payments shall be completed prior to the administrator's 67th birthday.
6. The College reserves the right to retain certain administrators for up to one year beyond the elected exit date, based upon the educational and operational needs of the College. Those retained will still receive VESP payments beginning no later than four months following the administrator's exit date.
7. For VESP participants, severance payments in accordance with Article XX and Statement of Agreement No. 2, shall be paid on the same basis as VESP payments.

Statement of Agreement No. 2
Severance to Steps

The parties hereby agree to phase out Article XX Severance Pay of the HFCC Administrator's Association Collective Bargaining Agreement in the following manner.

Effective with the 2008-2009 contractual year, a step will be added to the maximum salary for each lane of the salary schedule and administrators previously at a maximum step shall advance to the new maximum step of the appropriate salary lane.

Over the period of July 2008 through June 2009, severance pay will be reduced in equal monthly amounts from 100% to 83% of 1.6 of a days pay for each year of service.

Effective with the 2009-2010 contractual year, a second step shall be added to the maximum salary of each lane of the salary schedule and administrators previously at maximum salary shall advance to the new maximum step of the appropriate salary lane.

Over the period of July 2009 through June 2010, severance pay shall be reduced in equal monthly amounts from 83% to 52% of 1.6 days pay for each year of service.
Effective July 1, 2010 the severance pay provision of the Collective Bargaining Agreement shall be removed.

It is understood that the steps added to the maximum salary under this agreement shall remain within the collective bargaining agreement and administrators hired prior to June 30, 2008 semester shall advance to them.

Given that steps 7-8 of salary schedule reflect the incorporation of the Severance Pay provision of the 2005-2008 contract into the salary schedule administrators hired by the College after July 1, 2008 shall not advance beyond Step 6 of the salary schedule with the exception of elected Associate Deans.

Statement of Agreement No. 3
Roth 403b and Roth 457b

The parties hereby agree to make Roth 403b and Roth 457b plans available as tax sheltered option for the Henry Ford Community College Administrators' Association members.

STATEMENT OF AGREEMENT NO. 4

The College and the Administrators' Association will work together to refine the instrument to be used for the written evaluation process to include participation in continuous improvement initiatives and leadership activities. The instrument agreed upon must be used in all written evaluations and must be used in the manner intended in the evaluation process.

Statement of Agreement No. 5
Extended FSA Deadline

The parties hereby agree that the Flexible Spending Account extended annual deadline, permissible under IRS regulations, shall apply for the Henry Ford Community College Administrators' Association members.

Statement of Agreement No. 6
Job Analysis and Evaluation Study

The Administrators' Association and the Administration agree to work together to develop a fair and equitable matrix of qualification and responsibilities of positions and salary grades. This process will begin in the fall of 2008 and should be completed no later than July 1, 2010.

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