Macomb Community College

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# AGREEMENT

between the

# BOARD OF TRUSTEES

of the

# COMMUNITY COLLEGE DISTRICT

of the

# COUNTY OF MACOMB COMMUNITY COLLEGE

and the

# INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE and AGRICULTURAL IMPLEMENT WORKERS of AMERICA (UAW) and its LOCAL 2411, MACOMB COLLEGE ASSOCIATION OF ADMINISTRATIVE PERSONNEL

**September 11, 2018 – JUNE 30, 2021**

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THIS AGREEMENT is made this 11th day of September, 2018, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 2411, also known as the Macomb College Association of Administrative Personnel (hereinafter "the Association") for the period covered in Article XIX.

## PREAMBLE

The purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly labor relations for the mutual interest of the Board and the Association.

It is the intent of the parties to work cooperatively in maintaining and promoting the goals and purposes of the College.

The Board acknowledges the important **contribution** of professional administrators to the educational process; and the parties jointly commit to the maintenance of professional and ethical standards.

## RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for all administrators listed in appendix B. The provisions contained herein shall be binding upon the parties to this agreement. The Board shall make no changes in hours, wages, or working conditions of administrators incorporated in these provisions except in accordance with this agreement after good faith negotiation and agreement between the parties to this Agreement.

Communication between the Board and/or its representatives and the Association shall be routed through the President of the Association or his designee.

□□e provisions of this agreement shall be applied without discrimination with respect to race, religion, color, national origin, age, sex, sexual orientation, marital status or membership in the Association, and shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

## ARTICLE I MEMBERSHIP

A. The provisions herein contained shall cover all full-time administrators working at any installation of Macomb Community College and include all employees holding the title of and performing the work as contained in Appendix B of this Agreement. The provisions shall also cover permanent part-time administrators as determined under the provisions of Article I.B. All other employees of the College are hereby excluded from coverage under this Agreement.

B. In recognition of the need for flexibility in addressing the constantly changing environment in which the College exists, the College may employ part-time, casual and/or temporary administrators outside the bargaining unit to perform bargaining unit work provided that members of the bargaining unit are not laid off for the purpose of employing part-time administrators in their place. The proposed use of a part-time administrative position shall be discussed at the Administrative Service Committee and the procedures outlined in Article III.A. shall be followed. Upon the request of the Association, the parties shall meet every six months (or more often as needed) to review the status of each employee hired under this provision. Such review shall include possible inclusion of such individual in the bargaining unit. In the event it is determined that the position of any such administrator is permanent, such administrator will be included in the bargaining unit and the parties will determine which provisions of this Agreement shall apply.

## ARTICLE II CONDITIONS OF EMPLOYMENT

A. Each employee shall have the right to join, or not to join, the Union as he/she individually prefers, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual employee.

1. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer will only honor written voluntary individual membership Dues Deduction Authorizations of employees.

2. The Union shall certify to the Employer in writing the amount of each member's regularly monthly dues. A copy of the Dues Deduction Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered by the employees to the Employer before any payroll deductions shall be made. Dues deductions will be made only under the Dues Deduction Authorization Forms which have been properly executed and are in effect. Each dues deduction authorization will be limited to the deduction of regular monthly basic dues. Any Authorization Form which is incomplete or in error will be returned to the employee by the Employer and will not be honored.

3. All properly executed Dues Deduction Authorization Forms shall become effective at the time the application is tendered to the Employer. If received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1st) pay of such month and monthly thereafter, and will remain in effect (i) for a specified time in accordance with law and shall thereafter automatically renew unless the employee changes or rescinds the check off, or

(ii) until the Employer receives written notification that the employee has cancelled the authorization, or (iii) until an employee's active employment in a covered classification is terminated.

4. All sums deducted by the Employer shall be remitted to the labor Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom the Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Dues Deduction Authorization during the previous month. Employee may terminate their Dues Deduction Authorization at any time by serving written notice thereof to Human Resources.

5. Once any funds are remitted to the Labor Council by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Labor Council. In cases where a deduction is made that duplicates a payment that an employee already has made to the Council, or where a deduction is not in conformity with the provisions of the Constitution of the Labor Council or applicable state or federal law, refunds to the employee shall be made by the Labor Council to the employee.

6. The Employer shall not be liable to the Labor Council from the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

7. The Labor Council shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

B. All positions shall be filled without discrimination as to sex, sexual orientation, race, color, age, religion, national origin, political beliefs, marital status or membership or participation in, or association with the activities of any professional organization.

The College shall prepare, publish, and distribute all notices of administrative vacancies. A sufficient time shall be provided between posting and filling of vacancies so that all interested parties may file application.

Procedure: All notices of vacancy shall be published at least twenty (20) calendar days prior to the filling of the position, except as indicated below.

Distribution shall be made internally to each College administrator and externally to appropriate sources of qualified applicants.

In the event a vacancy must be filled in less than twenty (20) calendar days, waiver of that time requirement shall require the Agreement of the Association.

In the event a vacancy is not filled, the Association may request rationale for such action from the President. Such rationale shall include a statement of the disposition of the functions previously performed by that position.

C. Filling of administrative vacancies shall require participation by administrators.

Whenever an Association position is available, the supervisor of the vacant administrative position if he/she so elects, shall participate with and appoint a committee composed of appropriate level administrators to review applications,

interview candidates, and recommend appointees for the vacancy.

Such committees may include persons from outside the bargaining unit as appropriate, with prior Association approval. Recommendations shall include a priority list of preferred applicants with supporting rationale as well as a recommendation for salary placement.

The committee recommendations shall be transmitted in writing to the immediate supervisor five (5) business days after completion of review of all applicants. If the recommendation of the committee is rejected, upon request the President or his designee shall discuss the reasons for its rejection with the committee.

It is agreed that the intent of Article II.B. is that the Association would not be involved in the selection of member administrators to serve on selection committees. However, the Association shall monitor the process of forming selection committees to assure conformance with the provisions of Article II, B.

D. The Association president or designee shall be notified by Human Resources in writing of any additional compensation for performance of administrative work paid to any member.

## ARTICLE III CHANGES IN ORGANIZATION

A. Whenever the President determines that it is in the best interest of the College to eliminate, redefine, reclassify, or create any administrative position, or to effect other organizational changes in the administrative structure, Association shall be informed in writing.

   This written notification must include:

   1. The specific change(s) being recommended.
   2. Rationale supporting the changes.
   3. Related job descriptions and grade level recommendations for the entire administrative structure affected.
   4. Implementation dates or time lines.
   5. Where position elimination is recommended, a description of where the duties previously performed will be assigned.
   6. An organizational chart for the entire administrative structure affected.

   The Association will be given ten (10) business days to respond. This period may be extended by mutual agreement. If the response of the Association is rejected, the President or his designee will discuss the reasons for rejection with the Association prior to implementation. Such reasons will be forwarded to the Association in writing after the conference. In any case, before any reorganization is implemented, the Association shall be given an opportunity to meet with the President to discuss and make recommendations regarding criteria and possible alternatives.

B. An administrator displaced by position elimination shall suffer no loss in pay or employment without first being offered any existing vacant administrative position of equivalent grade and pay for which he is qualified; or second, being offered any existing vacant administrative position of lesser grade without loss of pay for which he is qualified; or third, request assignment to another employee group in which there is an opening, provided he is qualified, consistent with College policies and procedures and consistent with other employee group Master Agreements.

C. No individual shall suffer loss of pay or employment as an administrator except as provided in Article IV and Article XI.

D. The College must notify an administrator at least 120 calendar days in advance of its intent to eliminate the position he holds due to reorganization as specified in Article III, A, B, and C.

E. The Association may make recommendations to the President concerning the elimination, redefinition, or reclassification of any existing administrative positions or the proposed creation of any new administrative positions.

F. In the event functions or duties of a position are reassigned to another member or members of the bargaining unit, the positions of the administrators to whom the functions or duties are reassigned will be reviewed by the College and the Association Service Committee. The College may grant equity adjustments with Service Committee concurrence.

## ARTICLE IV VACANCIES

A vacancy shall be determined to exist when an administrative position is filled due to the following causes:

A. Resignation - The Board may accept resignations upon recommendation of the President.

   Procedure: An administrator shall initiate his request in writing to the President and submit through his immediate supervisor (with a copy to the Director of Personnel Services) no less than thirty (30) calendar days from the effective date.

B. Dismissal - The Board agrees that the administrator shall not be peremptorily discharged. An Administrator may be discharged for just cause. (See Due Process Procedure, Article XV.)

C. Retirement - Retirement shall be consistent with established Board policy.

D. Death of the administrator holding the position.

E. Professional Growth Leave - An administrative position shall be deemed to be vacant if the administrator who previously held such position has been granted a professional growth leave without a condition of return to his previous position by the Board.

F. Leave of Absence - an administrative position may be deemed to be vacant as the result of an award of any leave of absence which exceeds ninety (90) calendar days, providing that no conditions of return to the previously held position shall have been made in the award of the leave of absence.

G. New positions created in accordance with policy.

## ARTICLE V ASSIGNMENTS

A. Each administrator will be issued a letter of assignment at the beginning of each contract year which shall include annual salary in dollars, administrative grade level, job title, and a statement that employment is subject to the terms and conditions of this Agreement and College policies and procedures. Termination of employment may occur in these four instances:

   1. Position elimination due to reorganization in accordance with Article III.;
   2. Layoff in accordance with Article XVII; and
   3. Unsatisfactory performance in accordance with Article XV (Due Process).
   4. Termination of employment during the probationary period (section B. of this Article).

B. An administrator appointed to a position shall serve a probationary period of two years in the case of an initial appointment. The College may exercise an option to extend this probationary period for an additional one year. Termination of employment during the probationary period shall be at the option of the Board and may be with or without just cause. Articles XV and XVI shall not apply in case of termination of employment. If employment is terminated during the probationary period with just cause, the Board shall pay to the administrator the earned salary compensation to the date employment is terminated. If employment is terminated during the probationary period without just cause, the Board shall pay to the administrator an amount equal to sixty (60) days salary for up to one year of service, and ninety (90) days salary for more than one but less than three years service.

C. An administrator who has not previously completed the terms of Article V.B. and is appointed to a new position shall serve the balance of the probationary period defined in Article V.B. If employment is terminated during the probationary period the terms defined in Article V.B. shall apply.

## ARTICLE VI DUTIES AND RESPONSIBILITIES

A. Duty Hours - Administrators will observe reasonable duty hours.

Procedure: Normal duty hours will be determined by the individual administrator subject to the approval of his immediate supervisor.

B. Job Description - An official job description shall be established for each administrative position. Change(s) in any previously established job description shall be deemed redefinition of the respective position and as such is (are) subject to the provisions of Article III, A.

Procedure: Each job description shall include;

(1) administrative title that accurately reflects the level of responsibilities and duties of the position;
(2) specific areas of responsibility in detail;
(3) relationship to immediate supervisor and other appropriate administrators.

The Office of Human Resources shall be responsible for the format of job descriptions. The Vice Presidents shall be responsible for the preparation of their respective administrative job descriptions.

C. Conflict of Interest

As educational professionals, administrators recognize the importance of safeguarding their proper relationship with subordinates, students and with the College. To this end, it is unethical for an administrator, while an employee of the College, to benefit from his position to the detriment of a subordinate, a student or the institution. Accordingly, it is unethical for an administrator to:

Coerce or require a subordinate or student to join religious, political, business, charitable, professional, civic, or social organizations, provided that this prohibition does not impair advocacy or other activity protected by law. An administrator may, of course, recommend that a subordinate or student join professional and/or academic organizations.

Coerce or require a subordinate or student to engage in a business transaction from which the administrator will profit financially.

Solicit or engage in unlawful activity or a knowingly unwelcome sexual act with a subordinate or student.

Compete with College offerings or services by soliciting or otherwise exerting pressure on a subordinate or student to avail themselves of similar services or course offerings either at another institution or through the administrator privately.

Disclose confidential information acquired by virtue of his position to a competitor of the College.

Accept any tangible or intangible property (unless de minimus) in return for an action or forbearance or the exercise of influence in a College matter.

Violation of these ethical principles may result in discipline.

## ARTICLE VII EVALUATION

A. Evaluation for probationary administrators shall be a continuous process which shall include a minimum of bi-annual written-oral evaluations of each probationary administrator by their immediate supervisor.

Written evaluations will be reviewed by the Vice President responsible for the unit to which the evaluated probationary administrator has been assigned before this evaluation is sent to the Human Resources Office for inclusion in the administrator's file.

Evaluation and feedback for administrators who have completed their probationary period is encouraged in an ongoing and continuous manner.

## ARTICLE VIII CIVIC RESPONSIBILITIES

When the administrator speaks or writes as a citizen, he shall be free from institutional censorship and discipline. The administrator bears the responsibility to clarify the fact that he speaks or writes as an individual and not on behalf of the institution.

## ARTICLE IX ADMINISTRATIVE SERVICE COMMITTEE

A. An Administrative Service Committee shall be established with such functions as are described below reserved to it.

   1. The Association shall be represented on the committee by the President of the Association and two others appointed by him.
   2. The College shall have three representatives on this committee.

B. Functions: The Administrative Service Committee shall provide the context in which clarification of the intent of these contract provisions shall occur. Determinations of the Administrative Service Committee shall not preclude the implementation of the Due Process Procedure, nor limit the proper authority of the Board or the Association.

C. Procedures: Meetings of the Administrative Service Committee may be called by either party upon written notification to the other. Any agreements reached shall be signed by the parties present at the Service Committee Meeting. It is the intent of the parties relating to the Service Committee that only those agreements signed by the parties shall have any binding effect and discussions in the Service Committee will not constitute a binding obligation by either party. Agreements reached in the Service Committee shall be limited to interpretation of the Agreement and substantive provisions require formal agreement of the parties.

## ARTICLE X COMPENSATION

A. Each administrative position shall be assigned a salary grade reflecting the relative level of administrative duties and responsibilities for the position. The salary schedule during the term of this Agreement shall be as set forth in Appendix A.

B. Except as provided in C., below, each administrator's annual salary within his/her grade level shall be determined by the number of full years of related experience for which s/he has been credited as of July 1 in each year of this Agreement. Each year of related experience represents one step on the salary schedule set forth in Appendix A.

C. In case of promotion, the new salary assigned shall not be less than the salary that would have been obtained if promotion had not taken place.

D. Effective July 1, 1977, the College shall assume the cost of each administrator's contribution to the Michigan Public School Employees Retirement Fund.

E. Effective April 18, 2016, newly hired administrators will be given credit for the number of full years related experience pursuant to Article X.B. Effective with the amended wage schedule for the year 2016-2017, a maximum number of eight years (Step 8) will be granted at hire, unless otherwise determined by the Vice President of Human Resources. MCAAP will be advised of an exception to this agreement.

## ARTICLE XI LEAVES OF ABSENCE

A. Non-Compensable - An administrator, upon the approval of the College, may be granted a leave of absence without compensation. These leaves may be granted for personal, military, public service or professional reasons, and where possible the position to which the administrator will return shall be determined at the time the leave is granted.

Procedure: An administrator requesting a leave of absence shall submit his request in writing to his immediate supervisor, with sufficient copies for the line officers and the Director of Personnel Services. This request shall include the reason for the leave of absence and the term of the leave.

The College may modify the terms of the leave upon receipt of written request, and shall respond as soon as possible.

The employment of an administrator who does not return to the service of Macomb Community College at the approved time may be considered terminated if an extension has not been granted.

An administrator who accepts a leave in excess of ninety (90) days as provided for in Article IV may be entitled to return to the administrative position he held.

B. Compensable Leaves

1. Professional Growth Leaves - an administrator, upon approval of the College, may be granted a Professional Growth Leave with compensation. Such leaves may be employed to permit administrators to serve on local, state, federal and association committees/ commissions; to enroll in special seminars, workshops or courses; or to engage in other activities which lead to improved professional administration or to an enhancement of the stature of the institution.

   The total number of weeks to be allocated to the unit in any one contract year shall be forty (40).

   Condition for Leave:

   a. No loss of pay, benefits, or status. The College will pay the administrator the differential between his regular pay rate and that paid by the local, state, federal or association committee/commission. It is understood that sick, personal business days, and vacation days shall not accrue for Professional Growth Leave of one semester or more.
   b. Return to same administrative position.
   c. Number, length, and nature of short duration leaves to be determined as needed by the President.
   d. The plan for compensable Professional Growth Leaves shall include:
      (1) Plan for satisfactory administration of unit involved.
      (2) Detailed plan of work for period of leave.
      (3) Provisions for review of progress.
      (4) Statement of how the leave will benefit the institution.

2. Sick Leave, Personal Business and Vacations are replaced with Paid Time Off (PTO) schedule as follows:

| PTO Accrual Amount | Maximum Days Carryover | Payout Percentage at Separation |
|---|---|---|
| 40 | 68 max | 75% |

a. PTO payment at time of separation (separation is defined as last day worked) for those with the maximum accrual amount at the conclusion of the prior contract year will include the maximum accrual amount, plus earned PTO for that contract year based on percentages listed above.

b. As of ratification and Board of Trustee approval of this agreement, any days currently maintained in a sick bank over 20 will be grandfathered and rolled into a separate sick bank to be used for personal illness.

4. Bereavement Leave - Each administrator shall be allowed up to five (5) days bereavement leave, non-cumulative, in the case of the death of an immediate relative.

5. Professional Business - Each administrator is encouraged to represent the institution at appropriate conference, seminars, workshops, etc. The necessary funds for resulting expenditures will be reimbursed when such conferences have been approved by his line administrator. No administrator shall be expected to use personal funds for College business.

6. Absences - Each administrator is responsible for reporting to his immediate supervisor in accordance with published procedure.

7. Jury Duty - An administrator who is required to perform jury duty shall receive the difference between the administrator's rate of pay and that paid for jury duty. The College shall have the opportunity to request the court to excuse the administrator from jury duty after consultation and agreement between the appropriate Vice President and the administrator.

C. Medical Leave of Absences

1. An administrator may request a medical leave of absence for medical reasons. Such request for a leave of absence shall be in writing and must be approved by the President. Ordinarily, such medical leaves of absence will be for a period of ninety (90) calendar days, but may be extended for good medical reason for longer periods of time. An administrator who has gone on a medical leave of absence of less than one year's duration shall be entitled to return to the job which he left at the commencement of such medical leave, providing such job is then available and further providing that the employee can physically and emotionally perform the job. Such jobs, if filled, will be filled on a temporary basis subject to the employee's return from medical leave of absence. If the administrator is unable to work at the end of twelve months commencing the first day of the leave, the employer may replace the position permanently.

   The College may require an administrator to submit to a physical or mental

examination by an appropriate physician, selected by the College, at College expense prior to return from medical leave of absence. The administrator shall have the right to appeal the findings of such examination and submit findings from a physician of his choice at his expense.

If there is a dispute between the findings of the two (2) physicians, the administrator shall have the right to request an examination through the Henry Ford Health System or Beaumont Hospitals, the costs of such examination to be shared equally by the Board and the individual administrator. The results of this examination shall be binding upon the administrator, the Association and the College.

## ARTICLE XII FRINGE BENEFITS

Fringe benefits enumerated here represent the total fringe benefits program provided administrators by the Board during the life of these policies.

A. Holidays

| | |
|---|---|
| Independence Day | Christmas |
| Labor Day | Day before New Year's |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Good Friday |
| Day before Christmas | Memorial Day |

Should any of these holidays fall on Saturday, the preceding Friday shall be considered a holiday. If they fall on Sunday, the following day shall be observed as a holiday.

Whenever state or federal statue requires that any of such holidays be observed on a day or date other than as set forth above, holidays shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

C. Medical Care Plan

1. Effective January 1, 2014, the Board shall provide each administrator with the following options in selecting health insurance coverage or a cash benefit in lieu of such coverage:
   a. A PPO option such as Blue Cross/Blue Shield of Michigan (BCBSM) Community Blue PPO with a prescription drug rider. The plan design will be developed by the Health Care Coalition and College;
   b. An HMO Option such as Health Alliance Plan (HAP) with plan option design as developed by the Health Care Coalition and the College;
   c. Other options may be offered if the Health Care Coalition and the College agree.

   The contribution paid by the Association members following the effective date of this agreement will be subject to the requirements of Public Act 152. The references in this Article to the proprietary names and plans provided by BCBSM and HAP are intended to serve as benchmarks. Notwithstanding these references, the Board and the Association, by mutual agreement, may substitute a different plan(s) and a different provider(s) for 2014 and for succeeding years based on the recommendation of the Health Care Coalition and College.

2. The coverage for which the Board will contribute under the foregoing may be, at the administrator's option, protection for 1) self alone or 2) self and family, including only spouse and eligible children. However, the Board shall not be required to pay for two kinds of coverage for any administrator, either as a subscriber or dependent. For newly enrolling administrators, coverage shall begin after the prescribed waiting period of the provider selected.
3. The Board's annual contribution toward the premium for the coverage selected under the health care coverage options shall be subject to the requirements of Public Act 152. Each year, Human Resources will make the administrators aware of the Board's decision during open enrollment. The administrator shall

pay the balance of the premium through payroll deductions.

D. Life Insurance-Administrator Non-Contributory

The Board shall continue to provide life insurance protection. The College will meet with the Association prior to selecting a different carrier. Such insurance shall be in the amount of two* times the administrator's annual salary. Additional life insurance protection under existing policies may be purchased at the administrator's expense and paid for through payroll deduction subject to the limitations of the terms of the insurance contract.

*As authorized by the older workers benefit protection act, this amount will be reduced by 33% at age 65 and by 33% of the original amount every 5 years thereafter.

E. Dental Insurance

The Board shall provide dental insurance for all administrators and their eligible dependents with plan option design as developed by the Health Care Coalition.

F. Workers' Compensation

The Board shall carry Workers' Compensation Insurance so that an administrator disabled from an injury or disease due to his employment may receive medical attention and weekly benefits while not losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act. In the event an administrator is entitled to benefits under the Workers' Compensation Act, the administrator may exercise the option of being paid the difference between the benefits he received under Workers' Compensation and 65% of the administrator's current annual contract salary out of his accumulated sick leave allowance and/or vacation days, which shall be prorata reduced.

G. Public Liability Insurance

The Board shall provide Professional Public Liability Insurance covering services rendered during the course of employment.

H. Tuition

1. Tuition for credit courses taken at Macomb Community College (but not registration and course related fees) shall be waived for administrators and their dependents.
2. The Board will establish a fund in the amount of $100 per administrator per year, which will be known as "Administrators' Tuition Fund." Each administrator is eligible to draw up to $500 per year for tuition for credit courses successfully completed or for approved conference costs. Encumbering of funds shall be permitted for tuition. If the fund is exhausted, reimbursement for administrators shall be on a pro-rated basis. Any monies left over in the fund not already committed will revert to the general fund on June 30 of each year.

I. Short and Long-Term Disability Insurance - Administrator Non-Contributory

1. Sickness and Accident Insurance

The Board shall continue to provide short-term Sickness and Accident Insurance in the amount of 70% of the administrator's basic contract salary to a maximum

as specified in the insurance agreement. Disability benefits may commence upon the exhaustion of PTO days (and/or old sick bank) up to six (6) days. This insurance shall apply to absences from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

The Board may require an administrator to submit to a physical or mental examination by an appropriate physician, selected by the College, at College expense prior to return from medical leave of absence. The administrator shall have the right to appeal the findings of such examination and submit findings from a physician of his choice at his expense.

If there is a dispute between the findings of the two (2) physicians, the administrator shall have the right to request an examination through the Henry Ford Health System or Beaumont Hospitals, the costs of such examination to be shared equally by the Board and the individual administrator. The results of this examination shall be binding upon the administrator, the Association and the College.

2. Long-Term Disability

   The Board shall continue to provide long-term disability insurance in the amount of 70% of the administrator's basic contract salary to a maximum as specified in the insurance agreement.

   Disability benefits shall commence the 14th week of total disability and continue for the period of total disability. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretative bulletin by the Department of Labor, the following shall apply: if disability occurs at age 60 or before, benefits will cease at 65; if disability occurs after age 60, benefits will cease 5 years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for 12 months. During the time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

   The Board may require an administrator to submit to a physical or mental examination by an appropriate physician, selected by the College, at College expense prior to return from medical leave of absence. The administrator shall have the right to appeal the findings of such examination and submit findings from a physician of his choice at his expense.

   If there is a dispute between the findings of the two (2) physicians, the administrator shall have the right to request an examination through the Henry Ford Health System or Beaumont Hospitals, the costs of such examination to be shared equally by the Board and the individual administrator. The results of this examination shall be binding upon the administrator, the Association and the College.

3. The insurance company's requirement of medical examination is not impaired or limited.

J. Accidental Death and Dismemberment Insurance - Administrator Non-Contributory

The Board shall continue to provide accidental death and dismemberment insurance in the amount of $15,000.

K. Administrator Non-Contributory Investment Plan

The College shall make a contribution on behalf of each employee to a 403(b) tax sheltered annuity, 457 deferred compensation account or mutual fund selected by the employee under this non-elective deferral plan, or cash. The contribution is based on full time service beginning with years(s):

| Years of Full-Time Service at MCC | Percent of Base Salary |
|---|---|
| Beginning with 3rd year | 2 % |
| Beginning with 4th year | 3 % |
| Beginning with 5th year | 4 % |
| Beginning with 6th year through 9th year | 5 % |
| Beginning with the 10th year through 14th | 5.5% |
| Beginning with 15th year through 19th year | 6 % |
| Beginning with 20th year through 24th year | 6.5 % |
| Beginning with 25th year | 7 % |

The investment plan is voluntary and there is no basis for any suit by an administrator or his beneficiary against the College or the Association resulting from an alleged imprudent investment.

L. Optical Insurance

The Board shall provide optical insurance for all administrators and their eligible dependents with plan option design as developed by the Health Care Coalition.

M. The Board shall provide to administrators while on Health Leave as specified below the following insurance coverages for the periods indicated:

1. Administrators on extended Health Leave (Long-Term Disability) shall be provided with Life, Long-Term Disability and Health Insurance coverages as described above. Benefits shall be provided for a term of twelve months commencing the first day of the leave provided that the person provides a written diagnosis and prognosis by an attending physician stating the administrator's inability to work.

2. The liability of the Board shall be specifically limited to the Provision of 1 above. Administrators on other forms of Personal and Professional Leaves may elect to continue under the College Health Insurance at the administrator's expense subject to the limitations of the terms of the insurance contract.

## ARTICLE XIII ASSOCIATION RIGHTS

A. The President of the Association shall be furnished with one copy of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made.

B. The President of the Association may recommend items to the College President for the Board Agenda.

C. Special Studies - When committees are formed to study administrative salaries, a system for grading administrative positions, or policies relating to administrative rules, authority, and responsibility it is recognized that representation from the Association will be included on such committees. Outside, independent management consultants may be called upon to assist in these studies subject to Board Approval.

D. Association Security and Check-off

All employees covered by this Agreement who are not members of the Association shall as a condition of employment pay to the Association a service fee not to exceed the amount of dues required by the UAW Constitution. The Board agrees to deduct Association membership dues or the service fee from each pay of those employees who individually request, in writing, that such deduction be made. Membership dues, initiation fees and service fee deductions shall be in such amount as shall be certified to the Board in writing by the authorized representative of the Association. The sum shall be deducted in equal bi-weekly installments beginning the first pay period following the month this Agreement shall become effective or the first pay period following employment, whichever shall be applicable. The dues and fees shall be deducted and remitted to the Association Financial Secretary/Treasurer no later than the last business day of the month. In the event that an employee fails to pay membership dues or service fee, the Board shall cause the termination of the employment of said employee upon notice from the union that the employee has failed to pay membership dues or service fees.

E. Mail Service and Facilities

1. The Association shall have the right to reasonable use of College mailboxes, the internal mail service, and email for Association material, in accordance with College policies and procedures and provided that all such material is clearly identified and the Association accepts all responsibility for such material.
2. Individual administrators shall not be prohibited from reasonable use of the College mail or email services for Association matters.
3. The Association shall have the right to make judicious use of campus rooms for Association activities. These shall be requested and used only in accord with established College room booking procedures.

## ARTICLE XIV MANAGEMENT RIGHTS

Macomb Community College has the legal responsibility and, subject to the terms of this Agreement, the right to manage its operations, including the right to:

(a) hire, assign, reassign, promote, schedule, discipline and discharge administrators for just cause;
(b) determine and schedule the academic year;
(c) locate or relocate its physical facilities and equipment;
(d) control all of its property.

## ARTICLE XV DUE PROCESS

Disciplinary measures less than discharge, and discharge will be in accordance with these provisions:

A. Unsatisfactory Performance

1. The administrator shall receive prompt verbal notification at the time it is determined that his performance is unsatisfactory from his immediate supervisor. He shall be given a detailed explanation of the basis of such determination and advised specifically of the areas requiring improvement.
2. If the unsatisfactory performance referred to in Paragraph 1 above has not been corrected within a reasonable period of time, the administrator shall be given a written notice of unsatisfactory performance together with the detailed basis for such action.
3. If the unsatisfactory performance referred to in Paragraph 2 above has not been corrected within a reasonable period of time, the administrator may be notified of termination of employment. A dispute involving an unsatisfactory rating or notification to an administrator of termination of employment may be initiated at Step C of the Grievance Procedure. (Article XVI)

B. Discipline and Discharge

No administrator shall be disciplined, reprimanded, suspended or discharged without just cause.

1. In all instances in which the President may conclude that an administrator's performance or conduct may justify discharge, the administrator may be first suspended.
2. A written notification of discipline with a complete statement of the charges pertaining to the discipline shall be given to the administrator and the Association no later than the business day preceding the first day of suspension, if any.
3. During any period of initial suspension the administrator may resign or request a hearing before the President and a representative of the Association.
4. At the time of the hearing, which shall be held within thirty (30) calendar days from the first day of suspension, the administrator may bring his own counsel at his own expense.
5. After the hearing has been concluded, the President shall render his decision within ten (10) business days.
    a. If the President's decision is to proceed with discharge, his decision and rationale will be forwarded to the suspended administrator. A dispute involving the decision may be initiated at Step C. of the Grievance Procedure.
    b. If the decision of the President is not to proceed with discharge, the administrator shall be reinstated with no loss of pay or benefits, if withheld, for the period of the non-disciplinary suspension, and appropriate records of such charges or proceedings will be made part of the administrator's personnel file.

## ARTICLE XVI GRIEVANCE PROCEDURE

Whenever a dispute arises between an administrator or group of administrators and the Board or one of its agents concerning the application or interpretation of the provisions of this Agreement, such dispute shall be handled in accordance with the following:

A. The administrator who feels that the provisions of this Agreement have been violated, misinterpreted, or misapplied shall voice his feelings to the administrator who has violated said provisions or to the grievant's area Vice President within thirty (30) calendar days after the final date of the events that occurred which formed the basis of such dispute or disagreement. An attempt at resolving the difference shall be immediately made within ten (10) business days by a conference between the grievant and his immediate supervisor.

B. If the matter is not resolved in Step A above, a meeting shall be held within ten (10) business days between the grievant, the area Vice President and a member of the Association Executive Board to try to resolve the grievance.

C. If the matter is not resolved in Step B above, a meeting shall be held among the grievant, a member of the Association Executive Board and the President or his designee to try to resolve the grievance within ten (10) business days.

D. If the determination of the President or his designee does not resolve the matter within fifteen (15) business days after the submission by the Association, the Association may request upon the approval of the Association Executive Board that the dispute be submitted to final and binding arbitration by notifying the President in writing, within thirty (30) calendar days after receiving the President's answer, of its desire to submit the unresolved matter to arbitration. After receipt of written notification the President or his designee shall meet with the Association and select a mutually acceptable arbitrator who shall be empowered to make a final and binding decision. If a mutually acceptable arbitrator cannot be selected, then an arbitrator shall be selected pursuant to the voluntary arbitration rules of the Federal Mediation and Conciliation Service.

E. It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within sixty (60) calendar days after final hearing and said decision shall be final and binding upon the Board, the Association and the grievant.

F. All complaints and appeals must be in writing and shall contain a specific statement of the facts and article(s) upon which the grievance is based and the recommended resolution. Facts discovered subsequently shall be forwarded in writing to the Vice President of Human Resources prior to the date of arbitration. There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.

   Failure of the College to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure. Failure of an employee or the Association to file an appeal within the specified time limit at any step of the Grievance Procedure shall constitute an acceptance of the last decision rendered by the College.

   The grievant shall have the right to Association representation at each step of the Grievance Procedure. This representation shall include all individuals designated by the Association to appear on behalf of the grievant and the Association. Similarly, the

Board shall have the right to designate individuals to appear on its behalf at each step of the Grievance Procedure along with the administrators identified above.

The award of the arbitrator shall be accepted as final and binding on all parties. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority. The fees and expenses of the arbitrator shall be shared equally by the College and the Association. Any additional expenses will be paid by the party incurring such costs.

The arbitrator shall have no power to add to, to subtract from, to disregard, to alter or to modify any of the terms of this Agreement. His powers shall be limited to deciding whether the College has violated this Agreement.

If the College disputes the arbitrability of any grievance, the arbitrator shall first decide whether he has jurisdiction to act before taking proofs on the merits of the grievance. If he finds he has no such jurisdiction, the grievance shall be referred back to the parties without decision or recommendation on its merits.

The College shall not be required to pay back compensation prior to the date the grievance was filed.

It is understood and agreed that the following matter shall not be subject to arbitration: The interpretation of any contracts or policies of insurance.

## ARTICLE XVII LAYOFF PROVISION

A. Staff Reductions

Whenever it is necessary to decrease the size of the administrative staff, or to effect a reorganization due to insufficient funds, substantial decrease of student population, natural disaster, or other reasons beyond the control of the College, the necessary number of administrators may be laid-off without pay. Before layoffs are implemented the Association shall be given an opportunity to meet with the President to discuss and make recommendations regarding criteria and possible alternatives.

B. Any administrator who is subject to layoff will be notified 120 calendar days in advance.

C. Administrative positions which become vacant or newly created positions shall be offered to laid-off administrators in inverse order of their layoff providing they meet the minimum posted requirement of the position and after all internal administrative transfers or promotions are effectuated.

Such recall shall be in effect for a period of up to twenty-four (24) months from the date of layoff.

D. The Board shall continue to provide health insurance coverage to any laid-off administrator for an additional four (4) months beyond the date of layoff.

## ARTICLE XVIII SEVERABILITY, SCOPE OF AGREEMENT, AND NO STRIKE PLEDGE

A. If any provision of this Agreement is held illegal, void or invalid by a court of competent jurisdiction or by existing or subsequent legislation, the parties shall attempt, if possible, to negotiate language which will conform to the law. Otherwise, the affected provision shall be deleted from this Agreement without affecting the remaining provisions.

B. The Board and the Association agree that all terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and any matter outside of this Agreement shall not be deemed to be a part hereof. This Agreement may be added to, deleted from, or modified only through the mutual consent of the Board and the Association during the term hereof.

C. The Association, its officers, agents and members agree that for the duration of this Agreement there shall be no strike, sit-downs, slowdowns, boycotts, stoppage of work or any other act which would interfere in the operations of the College. Any violation of the foregoing may be made a subject of disciplinary and/or damage action. Nothing in this provision shall be construed to limit the Board's right to any remedy under law for violation of said provision.

## ARTICLE XIX TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of September 11, 2018 and shall continue in full force through June 30, 2021, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate no later than February 1, 2021, but not prior to January 1, 2021.

C. Collective bargaining meetings between the Board and the Association may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and the Association.

D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

IN WITNESS WHEREOF, THE SAID PARTIES HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS.

| | |
|---|---|
| COMMUNITY COLLEGE DISTRICT OF COUNTY THE COUNTY OF MACOMB | MACOMB COLLEGE ASSOCIATION ADMINISTRATIVE PERSONNEL |

## APPENDIX A ADMINISTRATIVE SALARY RANGES

Effective with ratification and BOT approval year 2018-2019 three and one-half percent (3.5%) no step. Effective with the year July 1, 2019-2020 two and one-half percent (2.5%) plus step. Effective with the year beginning July 1, 2020-2021 two and one-half percent (2.5%) plus step.

**2018-19**

| Step | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 |
|---|---|---|---|---|---|---|---|
| 1 | $101,391 | $93,253 | $85,116 | $81,118 | $76,982 | $72,269 | $64,101 |
| 2 | $103,419 | $95,118 | $86,818 | $82,741 | $78,522 | $73,714 | $65,383 |
| 3 | $105,487 | $97,020 | $88,555 | $84,396 | $80,092 | $75,188 | $66,690 |
| 4 | $107,597 | $98,960 | $90,326 | $86,083 | $ 81,694 | $76,692 | $68,024 |
| 5 | $109,749 | $100,940 | $92,132 | $87,805 | $83,328 | $78,226 | $69,384 |
| 6 | $111,944 | $102,958 | $93,975 | $89,561 | $84,994 | $79,791 | $70,772 |
| 7 | $114,183 | $105,018 | $95,855 | $91,352 | $86,694 | $81,386 | $72,188 |
| 8 | $116,466 | $107,118 | $97,772 | $93,179 | $88,428 | $83,014 | $73,631 |
| 9 | $118,795 | $109,260 | $99,727 | $95,043 | $90,197 | $84,674 | $75,104 |
| 10 | $121,171 | $111,446 | $101,722 | $96,944 | $92,001 | $86,368 | $76,606 |
| 11 | $123,595 | $113,674 | $103,756 | $98,883 | $93,841 | $88,095 | $78,138 |
| 12 | $126,067 | $115,948 | $105,831 | $100,860 | $95,717 | $89,857 | $79,701 |
| 13 | $128,588 | $118,267 | $107,948 | $102,878 | $97,632 | $91,654 | $81,295 |
| 14 | $131,160 | $120,632 | $110,107 | $104,935 | $99,584 | $93,487 | $82,921 |
| 15 | $133,783 | $123,045 | $112,309 | $107,034 | $101,576 | $95,357 | $84,579 |
| 16 | $137,131 | $126,124 | $115,119 | $109,712 | $104,118 | $97,743 | $86,696 |

**2019-20**

| Step | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 |
|---|---|---|---|---|---|---|---|
| 1 | $103,926 | $95,584 | $87,244 | $83,146 | $78,906 | $ 74,075 | $65,703 |
| 2 | $106,004 | $97,496 | $88,989 | $84,809 | $80,485 | $75,557 | $67,017 |
| 3 | $108,124 | $99,446 | $90,769 | $86,505 | $82,094 | $77,068 | $68,357 |
| 4 | $110,287 | $101,434 | $92,584 | $88,236 | $83,736 | $78,609 | $69,725 |
| 5 | $112,492 | $103,463 | $94,436 | $90,000 | $85,411 | $80,182 | $71,119 |
| 6 | $114,742 | $105,532 | $96,324 | $91,800 | $87,119 | $81,785 | $72,541 |
| 7 | $117,037 | $107,643 | $ 98,251 | $ 93,636 | $88,862 | $83,421 | $73,992 |
| 8 | $119,378 | $109,796 | $100,216 | $95,509 | $90,639 | $85,089 | $75,472 |
| 9 | $121,765 | $111,992 | $102,220 | $97,419 | $92,452 | $86,791 | $76,982 |
| 10 | $124,201 | $114,232 | $104,265 | $ 99,368 | $94,301 | $88,527 | $78,521 |
| 11 | $126,685 | $116,516 | $106,350 | $101,355 | $96,187 | $ 90,298 | $80,092 |
| 12 | $129,218 | $118,847 | $108,477 | $103,382 | $98,110 | $92,104 | $81,693 |
| 13 | $131,803 | $121,224 | $110,647 | $105,450 | $100,073 | $93,946 | $83,327 |
| 14 | $134,439 | $123,648 | $112,859 | $107,559 | $102,074 | $95,825 | $84,994 |
| 15 | $137,128 | $126,121 | $115,117 | $109,710 | $104,115 | $97,741 | $86,694 |
| 16 | $140,559 | $129,277 | $117,997 | $112,455 | $106,721 | $100,187 | $88,863 |

**2020-21**

| Step | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | LEVEL 7 |
|---|---|---|---|---|---|---|---|
| 1 | $106,524 | $97,974 | $89,425 | $85,225 | $80,879 | $75,927 | $67,346 |
| 2 | $108,654 | $99,933 | $91,214 | $86,929 | $82,497 | $77,446 | $68,693 |
| 3 | $110,827 | $101,932 | $93,038 | $88,668 | $84,147 | $ 78,995 | $70,066 |
| 4 | $113,044 | $103,970 | $94,899 | $90,441 | $85,830 | $80,575 | $71,468 |
| 5 | $115,305 | $106,050 | $96,797 | $92,250 | $87,546 | $82,186 | $72,897 |
| 6 | $117,611 | $108,171 | $98,733 | $94,095 | $89,297 | $ 83,830 | $74,355 |
| 7 | $119,963 | $110,334 | $100,707 | $95,977 | $91,083 | $85,507 | $75,842 |
| 8 | $122,362 | $112,541 | $102,721 | $97,897 | $92,905 | $87,217 | $77,359 |
| 9 | $124,810 | $114,792 | $104,776 | $99,855 | $94,763 | $ 88,961 | $78,906 |
| 10 | $127,306 | $117,088 | $106,871 | $101,852 | $96,658 | $90,740 | $80,484 |
| 11 | $129,852 | $119,429 | $109,009 | $103,889 | $98,591 | $92,555 | $82,094 |
| 12 | $132,449 | $121,818 | $111,189 | $105,967 | $100,563 | $94,406 | $83,736 |
| 13 | $135,098 | $124,254 | $113,413 | $108,086 | $102,574 | $96,294 | $85,411 |
| 14 | $137,800 | $126,739 | $115,681 | $110,248 | $104,626 | $98,220 | $87,119 |
| 15 | $140,556 | $129,274 | $117,995 | $112,453 | $106,718 | 100,185 | $ 88,861 |
| 16 | $144,073 | $132,509 | $120,947 | $115,267 | $109,389 | 102,692 | $91,085 |

## APPENDIX B ADMINISTRATIVE POSITIONS AND LEVELS

POSITIONS as of February 22, 2019 – 62 positions

| | |
|---|---|
| LEVEL I | |
| LEVEL II | Director of Finance & Investment |
| | Director of Facilities Management |
| | Dean of Engineering and Advanced Technology |
| | Dean, Health/Public Services |
| | Dean, Business and Information Technology |
| | Dean of Student Success |
| | Dean, University Relations |
| | Director, Enrollment Services/Registrar |
| | Dean of Learning Resources |
| | Dean, Arts & Sciences |
| LEVEL III | Associate Dean, Arts and Sciences (6 positions) |
| | Associate Dean of Applied Technology, Automotive and Technical Education |
| | Associate Dean of Business Administration & Information Technology (2positions) |
| | Associate Dean, Engineering Technology |
| | Workforce & Continuing Education Director, Engineering & Advanced Technology |
| | WCE Director, Health and Public Services, Center for Health Careers |
| | Associate Dean of Health and Human Services |
| | Director, Public Service Institute |
| | Associate Dean of Health Science and Technology |
| | Director of Marketing/Communications |
| | Associate Dean, Counseling and Academic Advising |
| | Director, Cultural Affairs & Community Engagement |
| | Director of MCC Foundation |
| | Director Business Information Services |
| | Associate Dean of Student Success |
| | Director of Administrative Services |
| LEVEL IV | Purchasing Director |
| | Director of Public Relations |
| | Director of Career Services |
| | Director, Financial Aid |
| | Director, Financial Services |
| | Director of Special Research Projects |
| | Director, Institutional Technology and Virtual Learning |
| | Director of IT-Client Technologies and Media Systems |
| | Enterprise Network Director & Systems Engineer |
| | Director, Center for Advanced Automotive Technology |
| | Director, Academic Development |
| LEVEL V | Associate Director, Academic Development |
| | Director of Admissions and Outreach |
| | Director of Auxiliary Operations |
| | Project Director Student Services |
| | Assistant Director, Records and Registration |

| | |
|---|---|
| | Director of Veteran & Military Services |
| | Director, Center for Innovation & Entrepreneurship |
| | Director of Learning Unit Support Services |
| | Assistant Director of Special Services and Programs |
| | Director of Accreditation, Assessment, Program Review and Strategic Initiatives |
| | Director of Institutional Research |
| LEVEL VI | University Relations Administrator |
| | Administrator, WCE-EAT |
| | Grants Administrator, PTAC TSF |
| | Director, Special Projects |
| | Director, Reading & Writing Studios |
| | Director of Athletics |
| | IT Delivery Lead |
| LEVEL VII | Administrative Research Associate |

## APPENDIX C DEFINITIONS

College: The "College" shall mean Macomb Community College and whomever is authorized by the Board of Trustees and empowered to act on its behalf.

Lay Off: Response to adverse budgetary or economic conditions of the College. Adjustments in positions or assignments of responsibilities resulting from layoff shall not be considered reorganization.

Reorganization: Prompted by an attempt to change the basic structure of the administrative organization; unrelated to layoff, and not resulting from the necessity to layoff.

The use of the pronoun he or any of its forms used in this Agreement is intended as well to include the pronoun she in the same case.

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