

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

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**AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF HENRY FORD COLLEGE  
and  
THE HENRY FORD COLLEGE SUPPORT STAFF ASSOCIATION**

This Agreement is made by and between the Board of Trustees of Henry Ford College, hereinafter referred to as the Employer, and the Henry Ford College Support Staff Association, hereinafter referred to as the Association.

**ARTICLE 1 – RECOGNITION**

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

**ARTICLE 2 – ASSOCIATION SECURITY**

- A. During the term of this Agreement, the College agrees to deduct regular Association dues, initiation fees, and fair share fees on a per paycheck basis from the salary of each Employee who voluntarily authorizes such deduction in writing in accordance with a standard form that is mutually developed by the Association and the College.
- B. Payroll deductions shall be made on a per paycheck basis from employees; provided, however, the initial deduction for any employee shall not begin unless both (a) voluntary authorization for deduction of Association dues or fair share fees and (b) the certification of the Association's financial officer as to the amount of the monthly Association dues or fair share fees have been delivered to the College at least fifteen (15) calendar days prior to the first regular pay day on which the change is to become effective.
- C. An employee may revoke the "Voluntary Authorization" for deduction of Association dues or fair share fees at any time by written notification to the College on a form provided by the Association, provided notice of such revocation is given to the Association. Payroll deductions shall terminate when a revocation has been delivered to the College at least thirty (30) calendar days prior to the regular pay day of the calendar month.
- D. All sums deducted by the College shall be remitted to the financial officer of the Association the week in which the deductions are made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

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- E. The College 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 employee. In addition, the Association shall indemnify and save the College 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.
- F. Dues and fees deduction authorizations or fair share fee deductions shall only remain in effect when an employee is actively employed. The Employer shall not be responsible, therefore, for the deduction of regular Association dues or fair share fees for any period when the Employee is not actively employed or does not have earnings as a member of the bargaining unit.
- G. Association dues, initiation fees and fair share fees are deducted on a going-forward basis, deductions for past payments due will not be made.
- H. The College agrees that it shall not, during the life of this Agreement, deduct dues or fair share charges from employees for any organization other than the Association.

### **ARTICLE 3 – ASSOCIATION RELEASE TIME**

- A. Not more than five (5) Association employees shall be granted release time for the purpose of negotiations with the Employer not more than two (2) of whom will be from the same department.
- B. The following employees shall be paid or receive released time with pay in connection with investigation and meetings for disciplinary hearings or adjustments of grievances:
  - 1. The grievant and/or one Association representative for time spent to resolve grievances pursuant to Step 1 of the grievance procedure.
  - 2. Any employee who is involved in any of these hearings.
  - 3. Employees called as a witness participating in Step 5 arbitration hearings under the grievance procedure.
- C. All hearings under the grievance procedure shall commence at 4:00 p.m., unless the Employer decides to commence them earlier. The Association employee shall make every effort to provide a minimum of 24-hour notice to their direct supervisor. However, in all cases, the Association Employee shall notify their supervisor as soon as possible.
- D. The Association President, or designated representative in the President's absence, shall have access to consult with the Office of Human Resources at reasonable times during working hours and, upon request, shall be given information in connection with the investigation of grievance.
- E. Employees shall not conduct Association business on duty except as provided in these release time provisions, or expressly provided elsewhere in this Agreement, and shall not otherwise interfere with the business of the Employer.

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- F. No more than eight (8) members of the Association's Executive Board will be provided with up to two (2) hours of paid release time per month to attend Association related meetings (i.e. Executive Board or General Membership meetings, of which time cannot be accumulated or carried over month to month. The Association will reimburse the College for any hours in excess of two (2) hours per month an Association officer or representative is released from their shift to attend Association related meetings (i.e. Executive Board or General Membership meetings). The Office of Human Resources will submit a bill to the Association on a quarterly basis for reimbursement.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- A. Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Henry Ford College, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the College, including, but not limited to:
1. Managing its operations and directing the work force;
  2. Determining and changing the methods and manner services are provided;
  3. Introducing new methods or improved methods of operations or equipment;
  4. Determining and changing the size, composition and qualifications of the work force;
  5. Determining the extent to which and the manner and means its programs and facilities will be operated or shut down in whole or in part;
  6. Determining whether and to what extent any work shall be performed by employees and how it shall be performed;
  7. Maintaining order and efficiency in its operations including the right to select, hire, evaluate, promote, demote, lay off, recall, assign and train employees;
  8. Subcontracting any part of its operations, including unit work;
  9. Selecting and determining supervisory employees;
  10. Determining and changing hours, starting times, quitting times, schedules and shifts;
  11. Determining and changing methods and means by which operations are to be carried on;
  12. Establishing, changing and abolishing any of its policies, work rules, regulations, practices and standards of conduct, (including dress codes and substance abuse rules);
  13. Adopt new policies, work rules, regulations, practices and standards of conduct; and
  14. Assign duties to employees in accordance with the needs and requirements of the Employer, as determined by the Employer.
- B. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this

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Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

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

### **ARTICLE 5 - SENIORITY**

#### **A. New Probationary Employees**

1. New employees hired in the unit shall be considered probationary employees for the first one hundred and eighty (180) calendar days of their employment. This initial probationary period may be extended by an amount of any absences which occur during the probationary period in excess of five (5) consecutive days. When an employee finishes the probationary period, he/she shall be entered on the seniority list. There shall be no seniority among probationary employees.
2. After consultation with the Association, a new employee's probation period may be extended for an additional period not to exceed ninety (90) calendar days.
3. An employee on initial probation may not promote, demote, or transfer until the probationary period is successfully completed unless no member is qualified and chosen for the vacant position. If an existing SSA member is deemed not qualified, the SSA Executive board will be given the qualifications for the position and the reason why the member is not qualified. If the initial probationary employee is placed into the vacant position, the initial probationary period starts over as of the date of the promotion, demotion, or transfer.
4. The Employer shall have the right to discharge and discipline new probationary employees; the action is not subject to appeal or grievance.

#### **B. General Seniority Provisions**

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

For example:



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	Classification Seniority	Unit Seniority	SSN
Employee 1	9/1/2009	8/1/2000	
Employee 2	9/1/2009	8/2/2000	
Employee 3	9/1/2009	10/1/2005	xxx-xx-9999
Employee 4	9/1/2009	10/1/2005	xxx-xx-9998

5. An employee promoted to a higher paying classification shall have his/her seniority and wages commence the date they start in the new position. The employee shall retain and accumulate all seniority in the classification which he/she previously held.
6. An employee who moves from a full-time position to a part-time position shall carry their classification and unit seniority dates from the full-time seniority list to the part-time seniority list. An employee who moves from a part-time position to a full-time position will retain their current seniority dates on the part-time seniority list and will have new classification and unit seniority dates established on the full-time seniority list based on equivalent full-time years calculated as follows:

<u>Average hrs/wk (previous 3 years)</u>	<u>Equivalent FT years per PT year</u>
< 15 hrs/wk	0.25
15 hrs to < 25 hrs/wk	0.50
25 hrs/wk < 40 hrs/wk	0.75

7. An employee who is absent on approved leave shall accumulate seniority, up to one year maximum, in his/her classification. Seniority shall not accumulate for leaves beyond one (1) year.
8. An employee receiving workers' compensation benefits, shall accumulate seniority for the period the employee is on workers' compensation benefits and shall receive any salary increases and increments.
9. An employee's seniority shall not be interrupted as a result of workplace injury or illness, or other approved unpaid leaves that do not exceed one (1) year.
10. An employee demoted to a lower paying classification on the same seniority list, shall not retain classification seniority in a higher paying classification; such higher classification seniority shall be transferred to the lower classification, unless demotion was the result of a bumping process.
11. An SSA employee who moves into a job at HFC outside the bargaining unit will have his/her seniority and reinstatement rights frozen as of the date first worked outside the bargaining unit. Should the employee subsequently return to a job in the bargaining unit without a break in service from the College, the employee's seniority shall be restored at its frozen level. If a vacancy exists in the employee's last held position in the bargaining unit, the employee may be reinstated in that vacancy without a posting.
12. An employee in a position at HFC outside the SSA bargaining unit, who accepts a vacant SSA bargaining unit position, shall have new Classification and Unit seniority dates established as of the date first worked in the bargaining unit.

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13. An Employee's seniority shall be terminated for any of the following reasons, unless the Employer and the Association, by agreement in writing, determine otherwise:
  - a. He or she voluntarily quits or resigns.
  - b. He or she is discharged for cause and the discharge is not reversed through the grievance procedure.
  - c. He or she has been on layoff for a period of two (2) consecutive years, or the time equivalent of his/her seniority at the date of layoff, whichever is greater.
14. An employee who works on a temporary assignment in a higher classification shall not accumulate seniority in that classification.
15. The College shall provide the Association and all bargaining unit members with an electronic copy of the bargaining unit seniority list by November 1 annually and will also post an electronic copy on the SSA section of the Human Resources webpage. Any errors perceived in the seniority list which are called to the attention of the administration will be corrected promptly whenever error is conceded.
16. To facilitate the proper administration of this Agreement, the Association shall be furnished, upon request, information concerning employment date, classification, and rate of pay of any employee to whom this Agreement is applicable. The Employer shall provide the Association with a list of all casual/substitute/temporary employees each quarter.

### **ARTICLE 6 – WORK ASSIGNMENTS**

- A. The workday for regular full-time employees shall be considered as eight (8) hours of work per day, five (5) days per week, or ten (10) hours of work per day, four (4) days per week.
- B. The Association realizes that in order to have flexibility in the system and to get work done it is necessary at times that employees work outside of their classifications. Employer agrees to work employees within their classification as a normal practice. However, Employer shall have the right to make temporary work assignments either inside or outside the classification. Temporary work assignments normally shall not exceed twelve (12) consecutive months. After twelve (12) consecutive months, a position being filled by a temporary assignment will be posted as a vacancy, unless the College determines there is reason to extend the temporary assignment. The College shall provide notice to the Association if a temporary work assignment is extended beyond twelve (12) months.
- C. It is understood that the primary function of a supervisor is to supervise. However, in an emergency situation or in a situation of high volume, supervisors who are not members of the bargaining unit may do work normally assigned to bargaining unit member.
- D. The College may secure temporary help to perform bargaining unit work. If an SSA employee is on layoff and possesses the required/minimum qualifications, skills, ability and availability to perform these temporary functions, the laid off employee may be required to return from layoff on a temporary basis to perform this work. Student employees will not be transferred or

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assigned to result in a reduction of work force of bargaining unit members, or as a replacement for staff reductions due to layoff or attrition. Where scheduled overtime is needed, the overtime will be offered to bargaining unit employees on the relief list who are available to work before it is offered to student employees.

- E. Specific work assignments for Food Service employees shall be selected during the last week in April for the following academic year. The supervisor will attempt to make the assignment as requested; however, the right of assignment will remain with the Manager of the food service facility. This article is not subject to the grievance procedure.
- F. Employees in Facilities Associate classification may request, in writing to their supervisor, their preference of assignment. Assignment preferences must be submitted by the second Friday of each May. Assignment requests will be considered on the basis of classification seniority within shift. The supervisor will attempt to make the assignment as requested; however, right of assignment will remain with Facilities Services management. This article is not subject to the grievance procedure.
- G. When a Building Operator is to be temporarily replaced due to illness, injury, vacation, retirement, or other lack of staffing, priority for temporarily filling the position shall be as follows:
  - 1. Building Operator at the location
  - 2. Qualified Building Operator on layoff
  - 3. Qualified Relief Building Operator

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

- H. Where health reasons may require that an employee change job classification, the College will discuss the employee needs, gather the required medical and/or psychological records that the employee is relying upon for the requested change, and make a determination if there are any appropriate alternatives to the employee's current job classification. If the College decides to permit a change, the employee must meet the required/minimum job qualifications in the new job classification. The departed job will be filled as the College determines appropriate, with no promise to the employee of returning to their previous job classification.

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

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### ARTICLE 7 – RELIEF, ADDITIONAL HOURS, AND DEVELOPMENT OPPORTUNITIES

- A. The Office of Human Resources will maintain lists for Association positions such that additional work hours are offered to unit members prior to other contingent workers.
  - 1. Bookstore – Cashier/Accounting Associate
  - 2. Building Operator
  - 3. Facilities Associate II
  - 4. Facilities Associate I
  - 5. Grounds Leader
  - 6. Shipping and Receiving Associate/Logistics Associate
  - 7. Welcome Center functions limited to working graduation, concierge duties and scanning/document imaging for those employees currently in the Scanning Clerk job title.
- B. To be placed on an appropriate list, employees must meet the required/minimum qualifications listed on the appropriate job description and be able to complete any required training for the respective position as determined by the department supervisor within a reasonable period of time. An employee who is scheduled to work additional hours, will receive any required training.
- C. The selection of employees for work will include consideration of seniority, attendance, and documented work performance.
- D. An employee may be removed from the list for performance, attendance issues, and/or refusing more than two (2) assignments that occurred within the last twelve (12) months in their current or relief position.
- E. Employees will be considered for overtime opportunities in the position in addition to their primary position.
- F. A supervisor has discretion to temporarily change an employee's work schedule to afford the employee development opportunities.
- G. The Employer shall determine needs for Association employees in any classification during the summer semester beyond normal work schedules.
  - 1. Summer Work Priority
    - a. Work in a classification will be offered first to employees who are currently in that classification and department, in seniority order.
    - b. Employees on the relief list will then be offered remaining work assignments.
    - c. At the discretion of the employer, an employee may be removed from the Summer Work List.

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### 2. Summer Work Compensation

- a. Ten (10) and eleven (11) month employees who work the summer semester shall be granted one (1) paid sick day in the summer semester. After the second day of absence, the employee may, at the discretion of the supervisor, be removed from the program.
- b. Ten (10) and eleven (11) month employees who work during the summer semester will not be entitled to either Paid Time Off (PTO) or unpaid time off.
- c. Any other employee will be paid according to the provision of Article 12.A.3.

## ARTICLE 8 – TRANSFER, PROMOTION, AND NEW POSITION PROBATION

### A. Application Process

1. Posting. All vacancies will be posted online for a period of five (5) working days. Notice of all postings will be provided to the Association electronically. Each Association Representative is responsible for physically posting the notice in designated areas on campus to ensure all members have access to posting information.
2. Candidate Screening. Employees who meet the required/minimum qualifications as defined in the job description and have applied during the five (5) working day posting period will be scheduled by Human Resources for an interview with the hiring manager. The identification of candidate(s) is not subject to the grievance procedure.
3. Interview Process. The College will interview and consider employee candidates before it interviews and considers external candidates. The hiring manager/supervisor and Human Resources will conduct each candidate interview using a common interview guide, complete a candidate evaluation matrix (a weighted evaluation tool to aid in the objective evaluation of each candidate), and make the final selection for the position. The selection of the final candidate(s) is not subject to the grievance procedure. The College will provide feedback to employee candidates who are not selected.

### B. Transfer

Employees may exercise transfer rights between locations one (1) time in a twelve (12) month period. This provision may be waived at the discretion of the hiring manager/supervisor in conjunction with a review by the Office of Human Resources and is not subject to the grievance procedure. Employees transferring to a different classification within the same pay grade will serve a forty-five (45) calendar day probationary period.

When a vacancy occurs, incumbent employees in the classification with the vacancy, including probationary employees, will be given the opportunity to move to a different shift, as available. The vacancy(ies) will be posted within the affected department for five (5) business days. At the end of the five (5) day period, the vacancy will be posted as outlined in Article 8.A.1. to current SSA employees outside of the department with the vacancy before being posted externally.

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### **C. Promotion**

An employee who is promoted to a different classification will be required to satisfactorily complete a probationary period of ninety (90) calendar days. The ninety (90) calendar day period may be extended by the amount of any absences which occur during the probationary period in excess of 5 consecutive days.

### **D. Failure of Probation**

The employer may determine whether a probationary employee can satisfactorily perform the job; such determination shall be final and not subject to grievance procedure. If an employee does not satisfactorily complete the probationary period, he/she reverts back to his/her previous classification and position on the salary schedule; however, the employee shall have no guarantee to return to his/her last assignment but shall bump the least senior employee in the previous classification held, provided he/she has the seniority to do so. At its discretion, the employer may extend an employee's probation for a period not longer than thirty (30) additional calendar days, pursuant to a written performance improvement plan, before the employee reverts back to his/her previous classification. Employees who fail a probationary period shall be required to wait at least twelve (12) months before being allowed to promote. Employees who fail two (2) probationary periods in the same classification will not be allowed to promote for a period of two (2) years.

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

### **A. Service to the College**

Service to the College and participation in shared governance is an important component of the professional responsibilities of a College employee and Association member. All are encouraged to attend or serve on College committees and attend or participate in College meetings. Employees selected and approved to serve on College committees, including selection/hiring committees for Director level and above vacancies as permitted by the "Constitution of the Faculty Organization", shall suffer no loss of pay. However, approval to serve on a committee may be withheld by the immediate supervisor based on staffing levels in the department and the volume of work. Such approval shall not be withheld unreasonably or continuously. Employees whose shifts do not overlap with committee meeting times shall either have their schedules changed on the days or weeks of the meetings so that there is overlap or will be kept on their regular schedule and given release time or paid overtime for the time spent in committee meetings. When this occurs, the employee and supervisor should attempt to work out a mutually acceptable arrangement, but the supervisor shall make the final decision.

In addition, staff may request to attend College-wide events of a non-business or non-governance nature (e.g. Holiday Tea, athletic events, open houses) with prior supervisory approval. Denial of such requests is not grievable under Article 24. It is agreed that departments may designate an employee to participate in College-wide events, attend or serve on College committees, and attend or participate in College meetings. Supervisors, at their discretion may allow an employee paid release time to participate in such events and activities where the employee's participation is deemed beneficial to the College.

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### **B. Service to the Community**

Service to the Community is also a valuable and important component of the overall responsibilities of the College and its employees. Association member employees are encouraged to participate in College sponsored or endorsed community service events and activities, including events and activities sponsored by the Association when approved by the office of Human Resources. Where such community service events and activities occur during an employee's scheduled work hours, the employee's supervisor, at his or her discretion and to ensure the department's operational needs are met, may adjust the employee's hours and/or allow the employee release time to participate.

### **C. Service on Association Committees**

Employees who participate in Association committees that the College determines are aligned with the service to the college and service to the community provisions above may be allowed paid release time, subject to supervisor approval, for such committee meetings. The Association shall schedule such meetings to minimize conflict with employees' regular work schedules, and the College will confer with the Association on the number of employees and number of hours to be allowed for paid release time.

## **ARTICLE 10 – PROFESSIONAL DEVELOPMENT**

### **A. Professional Development Fund**

1. The Board shall appropriate \$50,000 each year for a Professional Development Fund (PDF) to be used to pay for the following expenses of bargaining unit members for:
  - a. Professional association membership fees, external conferences and seminars related to the employee's current position or related to a position within an Association career path, provided that the employee first submits a request for such expenses from department funds and the request is denied;
  - b. Travel related to off-site conferences or seminars;
  - c. Tuition/fees associated with obtaining and renewing certifications or professional licenses required for fulfilling employment responsibilities at the College; and
  - d. Tuition and fee reimbursement for courses successfully completed (grade of "C" or better) in an accredited higher education institution as determined and approved by the Professional Development Fund Committee.
2. A Professional Development Fund Committee composed of an Administrator and three (3) Association members shall prepare reasonable rules for monitoring the funds. Association members of the committee will be allowed reasonable paid release time to participate in Professional Development Fund Committee meetings, provided they give at least forty-eight (48) hours notice to their supervisor.
3. All requests for reimbursement must be submitted to the Professional Development Fund Committee for review by the deadline(s) set by the committee.

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### B. Recognition of Degree

1. For degrees attained after July 1, 2012, a one (1) time payment will be made as follows:
  - a. \$100.00 for an earned Certificate
  - b. \$500.00 for an earned Associate's Degree
  - c. \$750.00 for an earned Bachelor's Degree
  - d. \$1,000.00 for an earned Master's Degree
2. This payment shall be granted only once for each degree or certificate earned.

### C. Tuition Waiver

1. The College shall provide tuition grants for the payment of 100% of the tuition for credit courses at Henry Ford College for all HFCC-SSA employees, their spouses, and dependent children (as per IRS code) provided:
  - a. A grade of "C" or better must be earned in the course. If a grade below "C" is received, or the course is dropped after the approved period, the employee will be billed for the course.
  - b. The tuition grant may be used once per course. If the student wishes to repeat a course, they will not be eligible for the tuition grant. However, if an employee is billed and pays for a course as a result of paragraph "a." above, he/she will be permitted to use a tuition grant once to pay for the course when repeating it.
  - c. Tuition grants may not be used for continuing education units (CEU's) or other non-credit courses offered at the College, course fees, or books.

### D. Flexible Scheduling

The College encourages and supports all employees in their learning and professional development endeavors. In order to allow employees to utilize the benefits of the tuition waiver provisions of the contract, as well as participate in other approved professional development opportunities, the following provisions apply:

1. Schedules
  - a. Employees are expected to enroll in courses or programs that are offered outside of their profile/regularly scheduled work hours.
  - b. If a course start or end time is adjacent to the scheduled work start or end time, the employee must request a temporary schedule adjustment for the semester from their immediate supervisor. Such schedule adjustments shall be for no more than 30 minutes and must include travel time. For example, if scheduled work hours are from 8:00 a.m. to 4:30 p.m., and the course starts at 4:30 p.m., a schedule adjustment must be requested such that the employee is able to complete their work duties, have ample time to arrive and be prepared for class prior to the start time.



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- c. If a schedule change results in a shift change, shift premiums do not apply to the flexible schedule.
2. Requests

Employees requesting a temporary flexible schedule must complete the College Request for Flexible Schedule form available through the Office of Human Resources and submit it to their immediate supervisor for approval. If possible, employees should obtain the approval prior to registering for the course. An employee will be responsible for any costs incurred should they withdraw from a course due to their failure to obtain approval for a temporary schedule adjustment.
3. All decisions are final and not subject to the grievance procedure.

### ARTICLE 11 – PERFORMANCE COACHING

- A. **Informal Evaluation.** Performance coaching shall be a continuing process through verbal guidance, directives and clarification of job performance.
- B. **Formal Evaluation.** The objective of formal review is to provide feedback to the employee related to areas of performance that exceed expectations, meet expectations, and do not meet expectations. The overall purpose is to improve the employee's performance and the overall quality of College operations.
  1. **Probationary employees.** Employees serving a probationary period shall be subject to continuous evaluation, including written evaluations by the immediate supervisor. Probationary employees will be evaluated on a form furnished by the College and the results of this evaluation will be discussed with the employee and a copy will be placed in the employee's personnel file.
  2. **Regular employees.** A Performance Evaluation may be completed for each Association member on an annual basis. The results of this evaluation will be discussed with the employee and a copy will be placed in the employee's personnel file. An employee shall have the right to include comments on the review form. This review shall not be used for disciplinary actions.

### ARTICLE 12 – COMPENSATION PRINCIPLES

- A. Step Placement and Rates of Pay
  1. Rates of Pay on Promotions
    - a. An employee will receive a minimum increase of fifty cents (\$0.50) per hour unless such a raise would cause the maximum rate of the new classification to be exceeded. In addition, an employee may be granted more than fifty cents (\$0.50) per hour based on education, experience, and difficulty to fill a position, providing the employee is not placed on a step that is higher than an SSA incumbent in that position.
    - b. Promotions on or after March 1 but before July 1 will be treated as though the effective date of promotion is July 1st.

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### 2. Rates of Pay on Demotions

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

### 3. Rates of Pay on Temporary Assignments

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

### 4. New Hires

- a. Employees hired on or after March 1, but before September 1, for salary purposes only, will be treated as though their effective date of hire was July 1 of that same year for purposes of future step increases.
- b. New hires may be placed at a step on the wage schedule commensurate with their previous education and experience.
- c. An employee in a position at HFC outside the SSA bargaining unit who accepts a vacant SSA bargaining unit position shall be credited with HFC years of service outside the unit for purposes of placement on the wage schedule.

## B. Hours and Shift Premium

1. The first shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The second shift is any shift that regularly starts on or after noon but before 6:00 p.m. The third shift is any shift that regularly starts on or after 6:00 p.m. but before 4:00 a.m.
2. Employees working on the second and third shift shall receive, in addition to their regular pay for the pay period, an additional twenty cents (20¢) per hour and thirty cents (30¢) per hour respectively. The third shift premium will be paid to Swing Shift Employees.
3. Employee breaks shall be taken in accordance with departmental policy subject to the following:
  - a. Employees scheduled to work more than four (4) but less than seven (7) consecutive hours of work will receive one fifteen (15) minute break per day. Employees scheduled to work seven (7) hours or more will receive a second fifteen (15) minute break per day.
  - b. All employees except Facilities Services and Campus Safety, who work seven (7) hours or more shall have a thirty (30) minute non-paid lunch break.

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- c. Employees in Facilities Services and Campus Safety shall have a total of sixty (60) minutes of paid breaks per eight (8) hour shift.
- d. If a full-time employee is required to work an additional four (4) or more hours, continuing beyond the regular work schedule, he/she will be provided with a paid lunch break not to exceed thirty (30) minutes to be taken during the additional four (4) or more hour period.

### C. Start Time

Employee's starting time will not be changed unless the change in starting time is for at least one (1) month in duration. If the change in starting time results in a change in shift, applicable shift premium will be paid. Notwithstanding the above, an employee's initial starting time may be changed for any duration if the affected employee agrees. Other changes in employees' starting times that are of less than a month's duration must be agreed upon by the Association.

### D. Other Pay

#### 1. Reporting and Call In Pay

- a. An employee who reports to work for a scheduled shift shall be paid for at least one-half of the employee's scheduled shift, not to exceed four (4) hours, unless the employee is relieved from work for disciplinary reasons, or the employee voluntarily leaves work. This provision does not apply to declared catastrophes.
- b. An employee, who is called in to work because of emergency work, meetings, banquets, or sporting or recreational events, shall receive a minimum of two (2) hours pay at the employee's regular rate of pay plus overtime pay, if applicable.
- c. When working outside their regular hours, food service employees will receive a minimum of four (4) hours pay at the employee's regular rate for non-college-sponsored functions or two (2) hours pay at employee's regular rate for college-sponsored functions plus overtime pay, if applicable.

#### 2. Longevity Pay

Employees hired prior to November 1, 2012, with the following years of service, employees shall receive additional compensation as follows:

- a. An additional twenty-five cents (25¢) per hour above the wage scale set forth herein commencing with the tenth year of seniority (i.e. after completing the ninth year).
- b. An additional twenty-five cents (25¢) per hour commencing with the sixteenth year of seniority (i.e. after completing the fifteenth year).
- c. An additional fifteen cents (15¢) per hour commencing with the twentieth year of seniority (i.e. after completing the nineteenth year).

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- d. An additional twenty cents (20¢) per hour commencing with the twenty-fifth year of seniority (i.e. after completing twenty-four years).
3. Skilled Trades Stipend

The following stipends shall be paid per classification. Such stipend(s) will be equally distributed per pay.

- a. Electricians holding a master electrician's license will receive an annual stipend of \$10,000 per year, provided that the employee's license is designated to be used exclusively for the benefit of Henry Ford College. The above amount will be prorated for any portion of the year that the license was inactive or not utilized exclusively for the benefit of the College.
- b. Building Operators will receive annual stipend(s) for maintaining each of the licenses below. The stipend amounts will be prorated based upon the period the applicable license or certification is active during the year.
  - i. City of Dearborn High Pressure Boiler Operator License: \$1,000
  - ii. City of Dearborn First Class Refrigeration License: \$1,000
  - iii. HVAC Technician Certification (EPA Clean Air Section 608): \$1,000

Employees classified as either an Electrician or Building Operator must ensure that all licensure requirements and continuing education requirements are met. It is the employee's responsibility to ensure that the license is active and current. The employee shall notify his/her direct supervisor in the event his/her license lapses, is suspended, or is under investigation.

## ARTICLE 13 – OVERTIME

### A. General

- 1. Overtime shall be defined as all hours over forty (40) hours in one (1) Work Week and will be paid at the rate of time and one-half. A Work Week is defined as 12:01 a.m. Monday to Midnight Sunday.
- 2. The employer shall determine when overtime is necessary.
- 3. All overtime must be pre-approved by the immediate supervisor.
- 4. Overtime will be performed by the classification of employee regularly performing the work at each office/department where the work is to be performed.
- 5. An employee who does not wish to work overtime may submit, in writing, a request to not be called when overtime assignments are available.
- 6. The employer will attempt to equalize overtime within each classification in each department. For the purposes of equalizing overtime, an employee who was offered an opportunity to work overtime, and chose not to, will be charged the number of overtime hours worked. The employee who worked will also be charged.
- 7. Except in cases of documented emergency or personal illness, an employee who

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agreed to work and does not work will be charged twice the number of overtime hours of the employee who worked.

8. Employees who do not normally work Saturday or Sunday will receive the applicable overtime rate – time and one half for Saturday and double time for Sunday or holiday – provided they have been paid 40 hours that week.

### **B. Facilities Services Overtime**

1. At the beginning of each contractual year, Facilities Services employees will be asked if they wish to be considered to work overtime for snow removal during the year. Those who do, will be placed on an overtime list. Employees on the list will be contacted for overtime but may be removed from the overtime list for failing to respond to an offer or for declining to work overtime twice in one (1) contractual year.
2. Laborers may work overtime in the skilled trades area provided that employees in that classification have been offered overtime first.
3. Overtime for Building Operators working a seven (7) day operation during the heating season and Custodial employees who work a schedule other than Monday through Friday shall be as follows:
  - a. Double time shall be paid for hours worked on the seventh (7th) consecutive day worked in a Work Week.
  - b. Double time shall be paid for hours worked on days defined as holidays in this Agreement plus the pay for the holiday as if the employee had not worked.
  - c. All other time worked shall be paid at the employee's regular rate and not overtime rates.

### **C. Regular Part-Time Employees**

1. All extra and overtime hours for regular part-time employees, within the same classification, shall be combined and recorded on one (1) list for the purposes of determining eligibility and equalization for future and extra hours or overtime assignments.
2. Extra hours are hours worked over an employee's normally scheduled hours, but less than eight (8) hours.

## **ARTICLE 14 – NEW CLASSIFICATION AND RECLASSIFICATION**

### **A. New Classification**

1. A new classification shall be established when a new position is created that does not fall within an existing classification or when there has been an authorized and necessary significant increase in a position's scope, impact, complexity, responsibilities, and accountability such that it requires the exercise of greater judgment and discretion and requires a more specific skill set than previously necessary to perform the work successfully. Changes in work description, content, or

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process that do not meet these criteria, and changes to work volume, will not warrant establishment of a new classification.

2. It is the responsibility of the supervisor to identify significant changes in job responsibility and initiate a request for a new classification. If an employee and their supervisor disagree regarding the need to evaluate a new classification, such dispute may be submitted to the grievance procedure contained in this Agreement.
3. The Employer and the Association will mutually agree on a pay rate for any new classification within the bargaining unit, considering relevant market data and the recommendations of third-party compensation consultants, if available. In the event the parties are unable to agree as to rate of pay for the new classification and/or whether it is within the bargaining unit, such dispute shall be submitted to the grievance procedure contained in this Agreement. The rate established shall be retroactive to the start of the operation.

### B. Reclassification

1. The Employee, the Employer, or the Association on behalf of an employee, may initiate a request for classification change.
2. Reclassification requests from either HFC employees on their own behalf or Vice Presidents on behalf of employees in their span of control, shall be acted upon by a reclassification committee which shall include a chairperson from the Office of Human Resources, three (3) members appointed by the employer, and two (2) SSA members appointed by the Association. However, none of the employer representatives may be the immediate supervisor of an employee who has a reclassification request scheduled to be considered. The committee shall meet in May and November of each year to act on requests filed with the chairperson of the committee, to be effective prior to June 30 and December 31, respectively.
3. Association members of the committee will be allowed reasonable paid release time to participate in Reclassification Committee meetings, provided they give at least forty-eight (48) hours notice to their supervisor.
4. Reclassification is concerned solely with investigating, reviewing, and determining that an employee is, in fact, performing the duties of one classification and being paid the rate of another classification. However, the employee must meet all the qualifications for the position and have the necessary test scores on file prior to requesting a reclassification. The committee will have no authority to change the number of hours worked per day or the number of months worked per year by an employee. When an incorrect classification of an employee is determined to exist, the reclassification committee recommends necessary correction to the Office of Human Resources.
5. The decision of the reclassification committee is not subject to the grievance procedure.
6. Application must be filed with the chairperson of the committee by April 1st to be considered at the May meeting and by October 1, to be considered for the November meetings.
7. Any member of the committee, if necessary, may request that the employee and/or

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supervisor furnish additional information.

8. The employee shall be notified of the committee's decision in writing within one (1) week after the decision is made.
9. Changes in classification shall be submitted for approval to the Board of Trustees.
10. Any position reclassified within the previous twelve (12) full months may not be submitted to the committee.
11. A determination by the committee that an employee is not eligible for reclassification because the employee is not, in fact, performing the duties of another existing classification shall not preclude the employee's supervisor from pursuing a new classification under the provisions of Section A above.

### **ARTICLE 15 –ATTENDANCE AND ABSENTEEISM**

- A. Employees are expected to work as scheduled unless absent for good cause or as approved in advance by their supervisor. An absence is defined as a failure to be at the assigned place of work for any duration of time during the scheduled shift hours, including a missed shift, tardiness, or early quit. Each absence from a scheduled shift shall constitute a separate event. An absence without good cause or prior supervisor approval constitutes unsatisfactory performance, which may result in discipline in accordance with Article 26. A Supervisor may require an employee to provide available documentation to substantiate good cause for any absence. If, in the sole judgment of Employer, a pattern or excess of absences occurs, an employee may be required to provide documentation to substantiate good cause for any future absences.
- B. Employees who will be absent from work must report off from work as early as practicable using established departmental call-in procedures. Failure to report off as early as practicable constitutes unsatisfactory performance, which may result in discipline in accordance with Article 26.

### **ARTICLE 16 – SICK LEAVE, BEREAVEMENT, AND EMERGENCIES**

- A. Sick Leave
  1. Employees who work more than fifteen (15) hours per week shall accrue paid sick leave to avoid loss of pay due to qualifying events. New employees will begin to accrue sick leave days on the first day of the month following successful completion of their probationary period.
  2. Employees who work more than fifteen (15) hours per week shall earn one (1) sick leave day per full month actually worked. A sick leave day for full-time employees shall be comprised of eight (8) hours; a sick leave day for part-time employees shall be comprised of hours calculated on a prorated basis. For example: A sick leave day for an employee who works thirty (30) hours per week would be comprised of six (6) hours; a sick leave day for an employee who works twenty (20) hours per week would be comprised of four (4) hours.
  3. Paid sick leave shall be deducted from the accumulated sick leave of an employee for

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absences due to any of the following qualifying events:

- a. An employee's personal illness or injury; or
- b. To provide care for an ill member of the immediate family when no other arrangements are possible; or
- c. Medical, dental, and vision appointments, not to exceed sixteen (16) hours per year, where such appointments cannot practicably be scheduled during an employee's non-working hours; or
- d. Certified leave under the Family Medical Leave Act (FMLA).

Employer may require an employee to provide available documentation to substantiate the reason for and the duration of an absence before the employee can qualify to use sick leave.

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

An employee who has exhausted his/her sick leave must use PTO for absences described in paragraph A.3 above.

5. After three (3) or more consecutive days of absence due to personal illness or injury, an employee shall be required to provide documentation from their medical provider showing that the employee was unable to work during the period of absence and that the employee is cleared to return to work before the employee may return to work and before the employee can qualify to use sick leave.

### B. Bereavement

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

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

### C. Emergencies or Catastrophes

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



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### D. Emergency Sick Leave Bank

A plan for extended sick and accident benefits is established and set forth herein under Appendix D.

## ARTICLE 17 – PAID TIME OFF

### A. Paid Time Off (PTO) at regular pay will be earned by employees in the bargaining unit each fiscal year as follows:

#### **10-month employees:**

Less than 9 years service - 17 days per year  
9 years but less than 15 - 21 days per year  
15 years and above - 23 days per year

#### **11-month employees:**

Less than 9 years service - 18 days per year  
9 years but less than 15 - 22 days per year  
15 years and above - 26 days per year

#### **12-month employees:**

Less than 9 years service - 20 days per year  
9 years but less than 15 - 24 days per year  
15 years and above - 27 days per year

The number of PTO days for which an employee is eligible will be based on the years of service as of the end of that year (June 30). For example, the number of days for which an employee is eligible during the 2021-2022 year will be based on years of service credited as of June 30, 2021. Earned PTO days for new employees will be prorated based on their date of hire.

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

Bargaining unit employees regularly working less than a forty (40) hour week will earn PTO on a prorated basis of the schedule above. For example, an employee working a thirty (30) hour week will earn only three-quarters ( $\frac{3}{4}$ ) of the scheduled earned PTO days. For the purpose of calculating PTO, eight (8) hours will be considered an earned PTO day for all full-time employees.

New employees will be granted up to five (5) PTO days to be used during the initial fiscal year in which they are hired, prorated based upon their start date. These PTO days are not earned PTO days and therefore will not be eligible for compensation upon termination under the provisions of Section F below.

### B. PTO days are available to employees to be used at their discretion, upon proper notice and scheduling with their supervisor, for purposes including but not limited to vacation, such days as may be required by the employee's religion for holy observance and abstention from work, taking care of important personal matters that cannot be accomplished outside of the employee's regular assigned shift, and required court appearances. Employees shall provide notice to their supervisors at least forty-eight (48) hours in advance unless there are extenuating circumstances.

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- C. PTO days may not be taken in advance of being credited, except as specifically provided for in this Agreement, or with the approval of the Employer. On July 1 of each year, each employee will be credited with those PTO days earned the previous fiscal year, but not already taken.
- D. To address matters arising from the transition from the former vacation and personal business leave banks system to a PTO system starting with the fiscal year beginning July 1, 2021, the following provisions apply to employees who are employed as of July 1, 2021:
  - 1. Previously earned vacation days will not be credited nor carry into the 2021-2022 fiscal year. On July 1, 2021, each twelve (12) month employee shall be credited with PTO days equal to the number of vacation days they earned during the 2020-2021 fiscal year, but not already taken. On July 1, 2021, each ten (10) and eleven (11) month employee shall be credited with PTO days equal to the number of vacation days they earned during the 2020-2021 fiscal year.
  - 2. On July 1, 2021, employees shall be credited seven (7) PTO days in addition to their PTO day balance credited under paragraph D.1 above.
  - 3. Personal business days not used prior to June 30, 2021 shall be added to the employee's accumulated sick leave bank.
- E. PTO days cannot be carried forward beyond the fiscal year in which they are credited. However, up to seven (7) remaining unused PTO days will be added to the employee's accumulated sick leave bank; any unused PTO in excess of seven (7) days will be forfeited.
- F. Upon termination of employment, an employee shall be compensated for unused PTO days credited in the fiscal year of termination in excess of seven (7) days.
- G. Employees who work less than twelve (12) months will take PTO days as are available during the Winter and Spring breaks and will schedule excess PTO days as approved by their supervisors.
- I. Annually on or prior to June 1, employees shall communicate their desires to their immediate supervisor as to their scheduled PTO preference for the period July 1, of the current year, to June 30, of the following year. Management shall determine PTO distribution in each work area during the fiscal year and will approve PTO schedules. Employees with the highest classification seniority in each work area will be given preference in selecting available PTO periods, providing the resulting vacation schedule is not detrimental to the operation of the department in question. If an employee has more than seven (7) PTO days remaining unscheduled as of February 1 of any year, the Employer may schedule the remaining days in excess of seven (7) at the supervisor's discretion to be taken prior to the end of the current fiscal year.
- J. If scheduled PTO, after being approved by the Employer, is canceled by the Employer, the employee so affected shall be given an opportunity to select any other time mutually agreeable to the Employer and employee within the current fiscal year. If the Employer determines that the canceled PTO cannot be accommodated before the end of the fiscal year, the employee shall be allowed to carry over the days involved to the following fiscal year.
- K. In the case of employees transferring, or changing between ten (10), eleven (11), or twelve (12)

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month assignments, the PTO days earned and taken, shall not exceed a proration of totals as given in Section A above for the categories applicable.

### **ARTICLE 18 – PAID HOLIDAYS**

- A. Employees will be paid one day's pay at their regular straight time hourly rate, exclusive of shift premium and overtime pay and premium, for fourteen (14) paid holidays provided:
  - 1. Except for employees on other than Monday-Friday schedules, the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
  - 2. The employee worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave, emergency leave or Paid Time Off (PTO). The Office of Human Resources may inquire into any instance of absence on the day before or the day after a holiday and require an explanatory statement, but no medical documentation at the employee expense will be required unless a pattern of such absence is evident from the employee's work record.
  - 3. Notwithstanding the above, any employee who has worked his or her last scheduled day prior to the Labor Day holiday and the Tuesday after Labor Day shall be eligible for Labor Day pay. The Administration will not schedule an employee to begin work on Wednesday in order to avoid the Labor Day holiday pay.
  - 4. An alternative PTO/holiday schedule may be agreed upon for employees who work an alternative work schedule on a case-by-case basis and as needed by the College.
- B. There shall be fourteen (14) paid holidays annually. Appendix B specifies dates for Academic years 2021-2022 and 2022-2023.

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

### **ARTICLE 19 – UNPAID PERSONAL LEAVES OF ABSENCE**

- A. General Provisions of Unpaid Personal Leaves of Absence
  - 1. The Employer and the Association will comply with all provisions of the Family and Medical Leave Act (FMLA), Uniformed Services Employment and Reemployment Rights Act (USERRA), and all other laws and regulations governing protected leaves of absence.
  - 2. Personal leave requests will be considered only after the employee has two (2) consecutive years of service with Employer.
  - 3. Except as specifically provided, no payment of any kind will be made to or for any employee on a leave covered by this provision nor will any benefits of any kind accrue

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to any employee on a leave covered by this provision.

### B. Types of Unpaid Personal Leaves

#### 1. Extended Health Leave

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

#### 2. Care of Ill Members of the Immediate Family Leave

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

#### 3. Child Care Leave

- a. An employee who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave.
- b. Request for Child Care Leave shall be submitted in writing to the Office of Human Resources at least thirty (30) calendar days prior to the date leave is to begin unless circumstances clearly preclude opportunity for such notice.
- c. Request for renewal must be made to the Office of Human Resources in writing at least ninety (90) calendar days before the end of the year with which leave will expire.
- d. Return from Child Care Leave, other provisions of this contract notwithstanding, will be not later than two (2) years from the end of the work year in which or with which leave began, subject to the General

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Provisions for Personal Leaves cited above. Failure to request renewal, and/or failure to notify the Office of Human Resources in writing of intent to return, at least ninety (90) calendar days prior to the end of the final semester of leave, in response to notification by the Office of Human Resources, will constitute termination of employment.

- e. An employee who has requested a leave subject to these provisions may, upon thirty (30) calendar days' notice to the Office of Human Resources, request return from such leave.

### 4. Educational Leave

- a. Any employee with three (3) years or more of successful service with the Employer may, upon recommendation of the President and approval of the Board of Trustees, be granted leave, without pay, for Educational study for a period not to exceed one (1) year. Such leave, if granted, shall be solely for the purpose of undertaking formal and patterned studies at any institution licensed or accredited in its field, on a program demonstrably related either to the employee's current assignment or to a career progression currently available at Henry Ford College. Any extension of time may be approved only by action of the Board of Trustees upon the recommendation of the President.
- b. Application for such leave must be made at least sixty (60) calendar days before the prospective start of such leave.
- c. Request for extension of Educational Leave or notice of intention to return from Educational Leave must be made in writing to the Office of Human Resources at least thirty (30) calendar days prior to termination of leave.

### 5. Involuntary Leave

- a. An employee may be required to take Involuntary Leave when it has become apparent to the College that the individual is no longer able physically and/or mentally to discharge the duties of any position in a competent manner.
- b. In such instances, the College may require that any employee take a physical or mental examination. When such an examination is required, the Employer shall, at its expense, refer the employee to Henry Ford or the University of Michigan Hospitals or to any other reputable resource mutually agreeable to the Employer and employee, for an examination and determination as to whether the employee is physically or mentally able to discharge fully the duties of his/her position in a competent manner.
- c. The requirement of an examination may be made by the College as often as deemed essential to the physical or mental welfare of the individual employee involved.

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- d. The employee requesting return from Involuntary Leave may return only upon approval of the College following a re-examination.

6. Other Personal Leave

Requests for personal leaves not specifically covered in this Agreement must be submitted in writing to the Office of Human Resources for consideration and are subject to the approval of the President and the Board of Trustees.

- C. Return from Leave

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

### **ARTICLE 20 – JURY DUTY AND WITNESS TIME**

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

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

- B. An employee who is scheduled or required to appear in court as a witness for the College shall suffer no loss in regular pay, nor shall overtime hours be charged against said employee in consequence of overtime opportunity available during the period of appearance.
- C. An employee required to appear as a witness for the College during non-work hours shall be provided time off for the non-work hours of court appearance and reasonable travel time, provided validation of the hours of appearance is presented and provided the released time is taken within one (1) week following the appearance. Arrangements of the time off shall be arrived at by mutual agreement between the employee and his/her immediate supervisor.

### **ARTICLE 21 – HEALTH BENEFITS**

- A. Health Insurance

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

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

## HFC-SSA AGREEMENT

1. The employee must supply written proof of medical insurance coverage with another employer/carrier specifying full family or two (2) person coverage and a medical insurance waiver to the Office of Human Resources during open enrollment of each contract year.
2. No employee whose spouse is employed by the Board shall be eligible for this benefit.
3. Payment of \$2,000.00 in lieu of full family coverage will be paid December 31 of each calendar year.
4. Payment of \$1,600.00 in lieu of one (1) or two (2) person coverage will be paid December 31 of each calendar year.
5. The payment amounts described in paragraphs 3 and 4 above shall be prorated for employees who opt not to be covered for less than the full calendar year.
6. For payments made on December 31, 2021, the payment amounts described in paragraphs 3 and 4 above shall be \$1,000.00 and \$800.00 respectively, subject to proration in accordance with paragraph 5 above.

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

New hires will qualify for benefits on the first (1st) day of the month following sixty (60) calendar days of employment.

### B. Dental Insurance

The Employer shall provide the best possible dental plan for the available money. Effective January 1, 2022, the annual per person maximum for dental benefits shall be limited to \$1,250.

### C. Vision Insurance

The Employer shall provide the best possible family optical plan for the available money.

### D. Part-time Employee Coverage

1. Effective January 1, 1998, persons working twenty (20) hours or less per week shall not receive any hospital-surgical-medical, dental, optical benefits. Persons who were eligible for benefits prior to January 1, 1998, shall be grand-personed at their current level. Any increase in hospital-surgical-medical, dental, and/or optical benefits shall only be given to those employees who work more than twenty (20) hours per week.
2. Part-Time employees who work between twenty-one (21) hours and twenty-nine (29) hours per week will receive prorated coverage for medical, insurance based on a forty (40) hour week. Employees will be required to pay that percentage of the medical cost that corresponds to the percentage they fall short of a forty (40) hour week. Example: six (6) hours/day x 4 = 24 hours or sixty (60) percent of a forty (40) hour week. The employee would pay forty (40) percent of the medical cost).
3. Part-time employees who work at least thirty (30) hours per week will be eligible to receive medical insurance based on the forty (40) hour work week.
4. Part-time employees, hired after November 27, 2006, who work more than twenty

## **HFC-SSA AGREEMENT**

(20) hours per week will be eligible to receive dental and vision insurance based on the forty (40) hour week.

### **ARTICLE 22 – OTHER BENEFITS**

#### **A. Life Insurance**

1. Employer will provide group life insurance in the face value of twenty-five thousand dollars (\$25,000) for regular full-time employees, and the face value of fifteen thousand dollars (\$15,000) for every other employee. The provisions of said group policy and the rules and regulations of the insurance carrier will govern as to the commencement and duration of benefits.
2. Employees on approved leave or long term disability may request to continue at their expense, the then-current life insurance coverage at prevailing monthly group rates provided the premiums will be payable to the Office of Human Resources one (1) month prior to the date payment of premium to the carrier must be submitted. This option is available only at the beginning of the employees' leave or long term disability.
3. Employees who work four (4) hours or less per day shall not be eligible for life insurance benefits.

#### **B. Supplemental Life Insurance**

1. Employees may purchase additional life coverage for themselves, an eligible spouse, and dependent children. The cost of this coverage is payroll deducted in after-tax dollars.
2. Election amounts above the guaranteed issue amounts and any coverage applied for after the initial eligibility period will require that the employee fill out an evidence of insurability form (proof of good health). Amounts of coverage which are subject to the evidence of insurability rules are not effective until approved by the provider.
3. Guaranteed issue amount and further details regarding the option to purchased supplemental life insurance, may be found in the SSA Benefit Guide which is distributed to employees upon hire and during annual open enrollment. A digital copy of the SSA Benefit Guide is also available on the College website under the Human Resources page.

#### **C. Long-Term Disability Insurance**

1. The Board of Trustees will provide, at no cost to the Association, a long-term disability plan. Specifics of this plan will be as follows:
  - a. Sixty (60) percent of normal monthly earnings (to be defined as position on salary schedule plus longevity).
  - b. Waiting period: one-hundred eighty (180) consecutive calendar days.
  - c. Maximum annual covered salary: Fifty thousand dollars (\$50,000) (based on twelve (12) months).



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- d. Coverage for nervous and mental disabilities – two (2) years or institutionalized.
    - e. Full maternity coverage.
  - 2. Board will continue medical coverage for a period not to exceed three (3) months for employees receiving long-term disability benefits.
  - 3. The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible during the benefit period from the Board, the Michigan Public Schools Employees Retirement System, the Federal Social Security Act (both primary and dependent), the Workers' Compensation Act, the Railroad Retirement Act, Veterans' benefits or other such pensions, or payment for sick days.
  - 4. Monthly benefits will not be reduced by any statutory or cost-of-living increases in Social Security or MPSERS benefits.
  - 5. The Association will be consulted regarding any change of carrier, details and implementation of this plan.
  - 6. Effective January 1, 1998, persons working twenty (20) hours or less per week shall not receive any long term disability benefits. Persons who were eligible for benefits prior to January 1, 1998, shall be grand-personed.
- D. Employee Assistance Plan
- The College will provide a voluntary Employee Assistance Plan.
- E. Safety Shoes
- Safety shoes may be required for certain employees in accordance with College departmental policy and/or state or federal regulations. The following provisions shall apply where employees are required to wear safety shoes on the job.
- 1. Safety shoes are protective footwear constructed to protect an employee where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, or to protect an employee from an electrical hazard. This includes shoes with toe and/or metatarsal protection and shoes with non-conductive soles. Other prescribed footwear (e.g., specified color, leather uppers, closed-toe construction, non-slip soles, etc.) are not considered safety shoes under this section.
  - 2. Upon initial assignment to a role that requires safety shoes, an employee who is required to wear safety shoes shall be provided with a shoe voucher for an amount up to \$150 toward their purchase from a vendor specified by the College.
  - 3. Beginning one (1) year after an employee receives their initial voucher, shoe vouchers for an amount up to \$150 will be provided to replace safety shoes during even years for the duration of the contract. However, a voucher may be issued to replace shoes earlier, if required due to on the job wear and tear, with approval from the department manager.
  - 4. Employees may provide their own safety shoes; however, all safety shoes must meet the minimum specified criteria established by the department.

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5. An employee receiving a voucher for safety shoes may not take the safety shoes home or otherwise use them outside of their job at the College.
6. An employee required to wear safety shoes on the job who fails to do so will be subject to discipline.

### **F. Uniforms**

The College may require some employees to wear uniforms in the performance of their job duties. The following provisions shall apply where employees are required to wear a uniform on the job.

1. A uniform is a specific item of clothing that an employee is required to wear and that is not usual and generally usable in the employee's occupation. This includes clothing with specific organizational logos or insignia and clothing of a specific brand or unique design. Other prescribed dress code items (e.g., shirt/pant colors or general style, footwear, headwear, aprons, etc.) are not considered uniforms under this section.
2. The College will supply uniforms as needed to maintain a sharp appearance or as seasonally required, but not more frequently than annually unless the uniform item is damaged in the course of work.

## **ARTICLE 23 – WORKERS' COMPENSATION**

- A. Employees injured while on duty will be compensated according to the State of Michigan Workers' Compensation provisions.
- B. An Association member who is injured while on duty for the employer shall obtain and promptly furnish a written report of such injury. The report must be signed by both the employee and the appropriate supervisor. A copy of the report must be sent to the Office of Human Resources who will forward a copy to the Association.
- C. An Association member granted workers' compensation will receive an amount to be paid by the Board sufficient to make up the difference between the association member's workers' compensation payment and 75% of his or her net base weekly salary, based upon the Association member's regular work schedule for a period of up to twelve (12) months. An Association member who receives workers' compensation payments may use their accrued sick time to supplement their workers' compensation to afford them a full salary until their sick is exhausted. The employee must notify the Office of Human Resources, in writing, of their intent to utilize their sick leave when their workers' compensation claim begins.

### **D. Filling of Vacancies**

Vacancies created by employees who are absent for an extended period of time because of a job incurred injury will be handled in the following manner:

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

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2. The employee may use classification seniority to bump with proper verification of fitness to return to work:
  - a. The junior person within his or her classification on the same shift with the same number of hours and months, or
  - b. The junior person within his or her classification with the same number of hours and months, or
  - c. The junior person within his or her classification, or
  - d. Any previously held lower classification if his or her seniority in that classification warrants.
3. An employee bumped may exercise seniority as indicated in the appropriate provision of Article 6.H.

### ARTICLE 24 – GRIEVANCE PROCEDURE

- A. A grievance is a complaint by an employee in the bargaining unit and/or the Association concerning any alleged violation of this Agreement.
- B. All grievances will be handled in the following manner:

**Step 1** – Within ten (10) working days of the occurrence of the facts on which the complaint is based, a Complaint Investigation Form shall be completed, signed, and dated by the employee and sent to the Association representative. The Association may forward the Complaint Investigation Form to the Supervisor, in which case the Association must forward the Form within five (5) working days after it is received from the employee. The intent of Step 1 of the Grievance Procedure is to have the employee attempt to resolve the complaint with his/her supervisor and/or any involved parties on an informal basis.

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

**Step 3** - Within ten (10) working days after delivery of the Step 2 decision, the grievance may be appealed in writing to the Director of Human Resources. Within fifteen (15) working days after delivery of the appeal, the Director of Human Resources shall investigate the grievance. By the end of said fifteen (15) working day period, the Director of Human Resources shall communicate the decision in writing, together with reasons, to the aggrieved employee and to the Association.

**Step 4** - Within ten (10) working days after delivery of the Director of Human Resources' decision, the Association may request the services of the State Mediator's Office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance.

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Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration.

**Step 5** - If either party is dissatisfied with the recommendation of the mediator, the party may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the other party and the American Arbitration Association within ten (10) working days after the mediation hearing or decision. The arbitrator shall be mutually selected from the rolls of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Trustees and the Association. The arbitrator shall confine the decision to the sole question of whether there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief. The arbitrator's award shall be final and binding.

- C. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing directly at Step 2 or Step 3 as appropriate. The grievance must be presented within ten (10) working days of the occurrence of the facts on which the grievance is based.
- D. Failure at any step of the grievance procedure of the Employer to communicate the decision on a grievance within the specified time limits shall allow the Association to move to the next step of the procedure within the same time which would have been allotted had the decision been given. Any communication hand delivered or postmarked within the time limits and mailed to the employee and the Association at its last known address shall be within the time limits. If a grievance is filed under C. in connection with an Association grievance, no employee need be notified.

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

Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.
- E. Any individual employee may present a grievance through Step 4, only, and have the grievance adjudicated without intervention of the Association, not inconsistent with the terms of this Agreement, providing the Association has been given an opportunity to be present at all steps.
- F. An Association representative may be present at all steps of the grievance procedure. In the event an Association representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.
- G. Any agreement reached through the grievance procedure will be implemented promptly.
- H. The time limits referred to in this Article above may be waived by the mutual written consent of the Association and the Administration.

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### **ARTICLE 25 – GRIEVANCE PROCEDURE IN DISCHARGE AND SUSPENSION CASES**

- A. When an Association member is discharged or suspended, the employee and the Association shall be promptly notified in writing by the Employer. The written notice shall include a description of the reasons for the discharge or suspension.
- B. A charged employee may request a hearing to respond to the notice of discharge or suspension. Such hearing request shall be submitted in writing by the employee or the Association, and the hearing shall be conducted within three (3) working days after notice of the discharge or suspension unless the parties mutually agree otherwise.
- C. If the employee or the Association wishes to file a grievance in connection with such discharge or suspension, they may use the grievance procedure set forth in Article 24, with the following exceptions:
  - 1. The grievance shall be submitted in writing, and the processing of such grievance shall commence at Step 3.
  - 2. The grievance must be presented within five (5) working days after the hearing conducted under Article 25.B above or, if no hearing was requested, within seven (7) working days of the date on which the employee was notified of the discharge or suspension.
- D. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper, will be returned to work on his/her regular job without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with Employer as well as unemployment compensation, unless Employer and Association agree otherwise or the arbitrator decides otherwise.
- E. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.

### **ARTICLE 26 – DISCIPLINE**

- A. No employee shall be discharged, suspended, reprimanded, or otherwise disciplined without just cause.
- B. Actions which shall, in the absence of extenuating circumstances, result in and establish just cause for termination of employment, shall include:
  - 1. gross insubordination (including defiance or refusal to comply with supervisor directives);
  - 2. job abandonment (three (3) consecutive working day no-call, no-show);
  - 3. inappropriate conduct directed at or involving other employees of the Employer or students or vendors or members of the general public;
  - 4. dishonesty, misappropriation of funds, theft;

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5. falsification of logs, time records, or other records of the Employer;
  6. intoxication or drinking on duty, possession of alcohol, or illegal use or possession of drugs and narcotics on duty or on College premises, or any other violation of the College's substance abuse policies;
  7. reporting to duty or working while impaired by drugs or alcohol;
  8. sexual or other harassment, of employees or other parties;
  9. distribution of obscene, vulgar, or indecent written or printed material;
  10. fighting, assault, or other violent behavior;
  11. criminal misconduct;
  12. use or possession of firearms while on duty or on College premises;
  13. misuse of property or equipment, or removal of property or equipment from College premises without appropriate supervisory approval.
- C. Other actions which shall be deemed grounds for disciplinary action other than termination of employment for the first offense shall include, but shall not be limited to:
1. minor insubordination (e.g., disrespectful words or conduct toward supervisor);
  2. unsatisfactory performance;
  3. neglect of duty, loafing or wasting time during work hours;
  4. violation of the Employer's standards of conduct;
  5. sleeping while on duty;
  6. negligent conduct resulting in, or which could have resulted in, serious injury, destruction of property, or discharge/spillage of hazardous substance;
  7. use of College vehicles for reasons other than work assignments;
  8. conducting personal business during work hours or on College premises, or use of College equipment for personal reasons;
  9. failure to immediately report an incident;
  10. non-compliance with governmental rules and regulations in the performance of duties; or
  11. any other violation of departmental or College policies and procedures or any other conduct deemed not be in the best interests of Henry Ford College.
- D. Progressive Discipline
- The College will follow a policy of progressive discipline as outlined below subject to the exceptions contained in this Article:
1. First Offense - Verbal Warning (documented)
  2. Second Offense - Written Reprimand
  3. Third Offense - Written Reprimand – two (2) day non-paid suspension

## **HFC-SSA AGREEMENT**

4. Fourth Offense - Written Reprimand – one (1) week non-paid suspension
5. Fifth Offense - Suspension with length to be determined up to discharge

### **E. Exceptions to Progressive Discipline**

1. Serious breaches of conduct or failure to meet job responsibilities may lead to immediate suspension leading to discharge.
2. In addition, accumulated incidents may lead to suspension and discharge.
3. The employment of any unit member who is absent for three (3) consecutive workdays and fails to make a report of his/her absence to his/her immediate supervisor is terminated as a voluntary resignation.
4. It is understood, however, that nothing is intended to prevent Administration and Supervisors from bypassing the progression of “disciplinary offenses” outlined in Section A for more serious offenses subject to review through the grievance procedure.

### **F. General Provisions**

1. An employee is entitled to union representation in all cases involving disciplinary action or discharge, except in cases involving probationary employees.
2. Notices of discipline will be distributed to the Office of Human Resources, the affected employee, and the Association.
3. Any Association member discharged forfeits all rights except for unused PTO time.
4. After a period of two (2) calendar years, an employee may request a review of their personnel file for the purpose of removing disciplinary records.

## **ARTICLE 27 – REDUCTION IN FORCE**

- A. In the event of a reduction in force (layoff), the College shall follow the layoff and recall procedures set forth below.

### **Layoff and Recall Procedures:**

1. When a reduction in force becomes necessary, the employer shall determine the classification(s) to be reduced, the number of employees in those affected classification(s) to be reduced, and in which departments or offices the reductions in force should best occur.
2. The least senior employee incumbent to any reduced department or office within an affected classification shall be the next one displaced, unless the remaining employees in the classification do not possess the required/minimum qualifications to perform the necessary work of the classification, in which case the next least senior employee shall be the next one displaced.
3. An employee who is displaced may bump a junior employee on any other shift in the same department or office within the affected classification, or in any previously held lower classification in which the employee retains seniority, provided the employee has the required/minimum qualifications to perform the job they are bumping into.

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4. When layoffs occur, management will give at least two (2) weeks' (14 calendar days) notice to affected employees and to the Association, unless the events that make the layoff necessary are of such a nature as to render inoperative the functioning of the College and thus preclude such advance notice.
  5. An employee on layoff may indicate in writing to the Office of Human Resources, with a copy to the Association, his/her interest in any job within the bargaining unit for which he/she is qualified.
  6. When an increase in force is necessary, employees shall be recalled in reverse order of layoff. Recall of qualified employees shall occur before any new employees are hired into any reduced department or office within an affected classification.
  7. Notice of recall shall be made by telephone at the last known telephone number on file, HFC email, and personal email (if known). Email will be sent to the employee on the same day as telephone notification is attempted, with courtesy copy to the Association, and shall include instructions for accepting recall to work. The employee must respond by email to both the Employer and Association accepting recall to work as instructed within five (5) working days after notice of recall is sent or the employee will be considered terminated.
  8. The College's obligation to recall an employee from layoff status shall be limited to a period of one (1) year from their date of layoff, after which their employment shall be terminated. Employees terminated due to extended layoff under this provision shall be eligible to reapply to future vacancies at the College.
- B. As an alternative, notwithstanding the provisions above, and where sufficient advance notice exists, the College and the Association may meet and agree upon modifications to these layoff and recall procedures in an effort to minimize the impact of the layoffs on the College and employees.

## **ARTICLE 28 – STRIKES**

- A. So long as this Agreement is in effect, the Association will not cause, nor permit its' members to cause, nor will any member of the Association take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's operations for any reason whatsoever, nor will the Association authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Association shall take the necessary steps to avert or bring such activity to a prompt termination.
- B. Any employee who violates the proscriptions of this provision will be immediately discharged without recourse to the Grievance Procedure. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.



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### **ARTICLE 29 – PARTIAL INVALIDITY**

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

### **ARTICLE 30 -- AMENDMENT**

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

### **ARTICLE 31 – COLLECTIVE BARGAINING**

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

### **ARTICLE 32 – MISCELLANEOUS**

- A. The Employer has the right to change any practices or procedures that affect employees but are not covered in this Agreement. Prior to making significant changes, the College will confer with the Association. Where the Parties mutually agree that it would be beneficial, the Parties may form an ad hoc team to review proposed changes and make recommendations to the College, which shall retain the final right to implement any changes. No employee in the bargaining unit shall be reprimanded for any acts or omissions done or not done because of a change in present procedure or practice of which the employee was not previously made aware, but he/she shall be informed of such change after the occurrence of such act or omission. After said employee has been informed of such change in procedures and practices, he/she shall be held liable for the acts or omissions of such procedures or practices.
- B. The Employer and the Association will cooperate in implementing and maintaining all health and safety rules and practices. All employees represented by the Association will fully observe and comply with all requirements of the Michigan Occupational Safety and Health Act MIOSHA.
- C. Meetings between representatives of the Administration and representatives of the Executive Board of the SSA will be scheduled at the request of either party and at a time and place mutually agreeable for the purpose of discussing and alleviating current problems. The party requesting the meeting should clearly identify the purpose of the meeting at the time of the

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request to allow adequate preparation and facilitate attendance of appropriate party representatives.

- D. Final Agreement represents both parties' interests and waives all pending or current grievances as of the date of ratification.
- E. Upon its effective date, this Agreement supersedes and terminates all other agreements between the Parties executed prior to July 1, 2021, unless expressly extended or re-executed by the Parties in writing.

This Agreement shall be effective on July 1, 2021 and shall continue in full force until June 30, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 14<sup>th</sup> day of June, 2021.

FOR THE BOARD

FOR THE ASSOCIATION

(Signed)

(Signed)

James Thorpe, Board Chairperson  
Russell Kavalhuna, HFC President  
Mark Tade  
Lynn Borczon  
Reuben Brukley

Leslie Windless, President  
Kimberly Kaier  
Katrina Minnis  
Patricia Sekulidis  
Marie Wojewuczki

Nicole Ford-Kondraciuk

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### APPENDIX A WAGE SCHEDULE

- A. Effective July 1, 2021, all employees will be placed on the 2021-2024 wage schedule as follows:
1. Employees in the Building Operator, Grounds Leader, Skilled Facilities Associate, Facilities Associate I, and Facilities Associate II classifications will be placed at a step with a wage rate no less than the rate equal to the rate on the 2020-2021 Wage Schedule for the step they would have advanced to on July 1, 2021 as agreed upon by the parties;
  2. Employees in the Financial Aid Associate classification will be placed at the step below the step they are on as of June 30, 2021;
  3. Employees in all other classifications will be placed at the same step they were on as of June 30, 2021.
- B. Effective July 1, 2022 and July 1, 2023 respectively, employees will advance one step on the 2021-2024 Wage Schedule in accordance with the terms of this Agreement, except that employees at Step 10 as of June 30<sup>th</sup> of the preceding fiscal year will remain at Step 10 and receive a 2% wage increase effective on July 1<sup>st</sup> of the new fiscal year.

#### 2021-2024 Wage Schedule

Position/Title	Step	1	2	3	4	5	6	7	8	9	10	10+
Assistant to the Dean		\$16.50	\$17.41	\$18.32	\$19.22	\$20.16	\$21.05	\$21.96	\$22.87	\$24.36	\$24.84	+ 2% per year
Assistant to the Associate Dean		\$16.00	\$16.91	\$17.82	\$18.72	\$19.66	\$20.55	\$21.46	\$22.37	\$23.86	\$24.34	+ 2% per year
Division Secretary		\$15.54	\$16.42	\$17.30	\$18.18	\$19.08	\$19.96	\$20.83	\$21.72	\$23.10	\$23.56	+ 2% per year
Academic Affairs Assistant		\$14.67	\$15.51	\$16.37	\$17.21	\$18.07	\$18.92	\$19.77	\$20.62	\$22.01	\$22.45	+ 2% per year
Bookstore Associate		\$14.67	\$15.51	\$16.37	\$17.21	\$18.07	\$18.92	\$19.77	\$20.62	\$22.01	\$22.45	+ 2% per year
ALS Associate		\$15.17	\$16.01	\$16.87	\$17.71	\$18.57	\$19.42	\$20.27	\$21.12	\$22.51	\$22.95	+ 2% per year
Department Secretary		\$14.67	\$15.51	\$16.37	\$17.21	\$18.07	\$18.92	\$19.77	\$20.62	\$22.01	\$22.45	+ 2% per year
Accounting Clerk		\$12.90	\$13.47	\$14.03	\$14.59	\$15.16	\$15.72	\$16.28	\$16.85	\$17.83	\$18.18	+ 2% per year
Scanning Clerk		\$12.90	\$13.47	\$14.03	\$14.59	\$15.16	\$15.72	\$16.28	\$16.85	\$17.83	\$18.18	+ 2% per year
Secretary		\$13.81	\$14.66	\$15.50	\$16.35	\$17.18	\$18.03	\$18.87	\$19.72	\$21.08	\$21.50	+ 2% per year
Receptionist		\$12.00	\$12.51	\$13.01	\$13.52	\$14.01	\$14.52	\$15.01	\$15.52	\$16.40	\$16.71	+ 2% per year
Admissions/Recruiter		\$20.19	\$21.23	\$22.27	\$23.31	\$24.35	\$25.39	\$26.43	\$27.47	\$29.23	\$29.81	+ 2% per year
Senior Orientation Associate		\$20.19	\$21.23	\$22.27	\$23.31	\$24.35	\$25.39	\$26.43	\$27.47	\$29.23	\$29.81	+ 2% per year
Student Activities Associate		\$20.19	\$21.23	\$22.27	\$23.31	\$24.35	\$25.39	\$26.43	\$27.47	\$29.23	\$29.81	+ 2% per year
Student Success Navigator / Detroit Promise		\$23.31	\$24.35	\$25.39	\$26.43	\$27.47	\$28.51	\$29.55	\$30.59	\$32.42	\$33.07	+ 2% per year
Electrician, Mechanic		\$21.30	\$22.30	\$23.30	\$24.30	\$25.30	\$26.29	\$27.30	\$28.31	\$30.04	\$30.64	+ 2% per year
Grounds Leader		\$17.23	\$17.94	\$18.64	\$19.37	\$20.10	\$20.87	\$21.74	\$22.17	\$22.62	\$23.07	+ 2% per year
Building Operator		\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	\$27.40	\$27.95	\$28.51	+ 2% per year
Skilled Facilities Associate		\$17.23	\$17.94	\$18.64	\$19.37	\$20.10	\$20.87	\$21.74	\$22.17	\$22.62	\$23.07	+ 2% per year
Facilities Associate I		\$15.43	\$16.14	\$16.86	\$17.56	\$18.29	\$19.01	\$20.28	\$20.69	\$21.10	\$21.52	+ 2% per year
Facilities Associate II		\$17.23	\$17.94	\$18.64	\$19.37	\$20.10	\$20.87	\$21.74	\$22.17	\$22.62	\$23.07	+ 2% per year
Logistics Associate		\$13.81	\$14.66	\$15.50	\$16.35	\$17.18	\$18.03	\$18.87	\$19.72	\$21.08	\$21.50	+ 2% per year
Ship/Rec Associate Cust Serv Assoc		\$12.90	\$13.47	\$14.03	\$14.59	\$15.16	\$15.72	\$16.28	\$16.85	\$17.83	\$18.18	+ 2% per year

## HFC-SSA AGREEMENT

Position/Title	Step	1	2	3	4	5	6	7	8	9	10	10+
Senior Mail Clerk		\$13.81	\$14.66	\$15.50	\$16.35	\$17.18	\$18.03	\$18.87	\$19.72	\$21.08	\$21.50	+ 2% per year
Mail Clerk		\$12.00	\$12.51	\$13.02	\$13.53	\$14.04	\$14.54	\$15.05	\$15.56	\$16.45	\$16.76	+ 2% per year
Desktop Support Associate		\$25.29	\$26.15	\$27.04	\$27.96	\$28.91	\$29.89	\$30.91	\$31.96	\$33.92	\$34.60	+ 2% per year
Computer Tech Associate		\$31.95	\$33.04	\$34.16	\$35.32	\$36.52	\$37.76	\$39.05	\$40.37	\$42.85	\$43.71	+ 2% per year
eInstructional Designer		\$21.30	\$22.30	\$23.30	\$24.30	\$25.30	\$26.29	\$27.30	\$28.31	\$30.04	\$30.64	+ 2% per year
Web Content Associate		\$26.99	\$27.91	\$28.85	\$29.84	\$30.85	\$31.90	\$32.98	\$34.10	\$36.19	\$36.91	+ 2% per year
Accounting Analyst		\$19.08	\$20.10	\$21.14	\$22.18	\$23.19	\$24.23	\$25.27	\$26.29	\$28.02	\$28.58	+ 2% per year
Graphics Designer		\$19.08	\$20.10	\$21.14	\$22.18	\$23.19	\$24.23	\$25.27	\$26.29	\$28.02	\$28.58	+ 2% per year
Institutional Research Analyst		\$19.08	\$20.10	\$21.14	\$22.18	\$23.19	\$24.23	\$25.27	\$26.29	\$28.02	\$28.58	+ 2% per year
Payroll Associate		\$19.08	\$20.10	\$21.14	\$22.18	\$23.19	\$24.23	\$25.27	\$26.29	\$28.02	\$28.58	+ 2% per year
Accounting Associate		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Billing Clerk		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Enrollment III - Testing		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Enrollment III - Lab		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Records III		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Admissions III		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Financial Aid Associate		\$19.08	\$20.10	\$21.14	\$22.18	\$23.19	\$24.23	\$25.27	\$26.29	\$28.02	\$28.58	+ 2% per year
Graphics Associate		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Graphics Associate – Printer		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Help Desk Associate		\$23.53	\$24.33	\$25.16	\$26.01	\$26.90	\$27.81	\$28.76	\$29.74	\$31.56	\$32.19	+ 2% per year
Help Desk Associate II		\$30.84	\$31.88	\$32.97	\$34.09	\$35.25	\$36.45	\$37.69	\$38.97	\$41.35	\$42.18	+ 2% per year
Lab Associate III		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Multimedia Associate		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Orientation Associate		\$17.89	\$18.86	\$19.84	\$20.82	\$21.79	\$22.77	\$23.75	\$24.72	\$26.34	\$26.87	+ 2% per year
Lab Associate II*		\$16.58	\$17.36	\$18.15	\$18.94	\$19.72	\$20.51	\$21.30	\$22.08	\$23.44	\$23.91	+ 2% per year
Buyer Associate		\$16.58	\$17.36	\$18.15	\$18.94	\$19.72	\$20.51	\$21.30	\$22.08	\$23.44	\$23.91	+ 2% per year
Campus Safety Associate		\$16.23	\$16.94	\$17.67	\$18.38	\$19.10	\$19.80	\$20.53	\$21.24	\$22.51	\$22.96	+ 2% per year
Enrollment Associate II Records Associate II, Admissions Associate II		\$16.23	\$16.94	\$17.67	\$18.38	\$19.10	\$19.80	\$20.53	\$21.24	\$22.51	\$22.96	+ 2% per year
Lab Associate II Library Associate II		\$16.23	\$16.94	\$17.67	\$18.38	\$19.10	\$19.80	\$20.53	\$21.24	\$22.51	\$22.96	+ 2% per year
Senior Teller		\$16.23	\$16.94	\$17.67	\$18.38	\$19.10	\$19.80	\$20.53	\$21.24	\$22.51	\$22.96	+ 2% per year
Enrollment I* Library Associate I*		\$14.04	\$14.85	\$15.65	\$16.47	\$17.27	\$18.08	\$18.88	\$19.70	\$21.01	\$21.43	+ 2% per year
Enrollment I Records I Teller I		\$13.35	\$14.05	\$14.76	\$15.45	\$16.16	\$16.87	\$17.57	\$18.27	\$19.44	\$19.83	+ 2% per year
Library Associate I Lab Associate I		\$13.35	\$14.05	\$14.76	\$15.45	\$16.16	\$16.87	\$17.57	\$18.27	\$19.44	\$19.83	+ 2% per year
Kitchen Leader		\$14.87	\$15.67	\$16.46	\$17.26	\$18.06	\$18.86	\$19.66	\$20.46	\$21.76	\$22.18	+ 2% per year
Grill Cook		\$12.71	\$13.20	\$13.69	\$14.17	\$14.66	\$15.15	\$15.64	\$16.12	\$16.99	\$17.31	+ 2% per year
Food Service Associate		\$12.00	\$12.49	\$12.99	\$13.48	\$13.99	\$14.49	\$14.98	\$15.48	\$16.35	\$16.68	+ 2% per year
Cashier		\$12.00	\$12.49	\$12.99	\$13.48	\$13.99	\$14.49	\$14.98	\$15.48	\$16.35	\$16.68	+ 2% per year

## HFC-SSA AGREEMENT

### APPENDIX B HOLIDAYS

#### 2021-2022 Holiday Schedule

Monday, September 6, 2021	Labor Day
Thursday, November 25, 2021	Thanksgiving
Thursday, December 23, 2021	Winter Break
Friday, December 24, 2021	Winter Break
Monday, December 27, 2021	Winter Break
Tuesday, December 28, 2021	Winter Break
Wednesday, December 29, 2021	Winter Break
Thursday, December 30, 2021	Winter Break
Friday, December 31, 2021	Winter Break
Monday, January 17, 2022	Martin Luther King Day
Thursday, March 10, 2022	Spring Break
Friday, March 11, 2022	Spring Break
Monday, May 30, 2022	Memorial Day
Monday, July 4, 2022	Independence Day

The College is closed Friday, November 26, 2021 but is not considered a holiday

#### 2022-2023 Holiday Schedule

Monday, September 5, 2022	Labor Day
Thursday, November 24, 2022	Thanksgiving
Friday, December 23, 2022	Winter Break
Monday, December 26, 2022	Winter Break
Tuesday, December 27, 2022	Winter Break
Wednesday, December 28, 2022	Winter Break
Thursday, December 29, 2022	Winter Break
Friday, December 30, 2022	Winter Break
Monday, January 2, 2023	Winter Break
Monday, January 16, 2023	Martin Luther King Day
Thursday, March 9, 2023	Spring Break
Friday, March 10, 2023	Spring Break
Monday, May 29, 2023	Memorial Day
Tuesday, July 4, 2023	Independence Day

The College is closed Friday, November 25, 2022 but is not considered a holiday

#### 2023-2024 Holiday Schedule - TBD

## HFC-SSA AGREEMENT

### APPENDIX C DEFINITIONS

#### Employee Status

- **Full-time Employee:** employee who is classified as regular full-time and regularly works or is paid for at least forty (40) hours per week.
- **Regular Part-Time:** employee who is classified as regular part-time and regularly works or is paid for at least twenty (20) hours per week, but less than forty (40) hours per week.
- **Association Employee on Probation:** employee presently in the unit, who as a consequence of transfer to a different classification in the same pay range or promotion, is required contractually to serve a period of probation.
- **Probationary Employee:** new employee who is not yet a member of the Association. A new employee is someone who is new to a bargaining unit classification, not necessarily new to the College.
- **Substitute Employee:** a non-bargaining unit employee who is qualified to work in the place of an absent regular full-time or regular part-time employee.
- **Temporary/Casual Employee:** a non-bargaining unit employee who is hired for a limited time period.
- **Student Employee:** a non-bargaining unit employee who is currently enrolled in courses and is employed for no more than twenty (20) hours per week during the fall and/or winter semesters and thirty-nine (39) hours per week during the summer semester.
- **Swing Shift Employee:** employee who regularly works a schedule other than Monday through Friday.
- **Alternate Schedule:** work schedule that is not Monday through Friday.
- **Alternate Holiday Schedule:** Holiday schedule for employees working alternate schedules.
- **Anniversary/Unit Date:** Initial Date of Hire onto a position within the Association.
- **Position Date:** Date employee is appointed to position.

#### Transfer, Promotion, and New Position Probation

- **Classification:** any one of the positions listed in Schedule A.
- **Transfer:** movement of an employee between locations and shifts or within classifications or to a different classification within the same pay range.
- **Promotion:** movement to a higher paying classification.
- **Demotion:** movement to a lower paying classification.
- **Relief Employee:** an employee who meets position requirements and provides a timely request to work in a relief capacity in another classification.

## **HFC-SSA AGREEMENT**

### **APPENDIX D**

#### **EXTENDED SICK AND ACCIDENT (S&A) PLAN (Sick Leave Bank Procedures)**

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

#### **Contribution of Sick Days**

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

#### **Appointment of the Committee**

An Extended S&A Plan Committee will be established to administer the provisions of this plan. The committee shall consist of six (6) members: three (3) members of the HFC-SSA, and three (3) members of Administration.

#### **Requirements for Eligibility for Membership**

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

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

#### **Membership**

The enrollment period shall be from February 1 through February 15 every year. The following rules shall apply:

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

## HFC-SSA AGREEMENT

### Benefits

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

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

### Accumulation of Leave Days

1. While drawing benefits under this plan, the employee shall continue to accumulate sick leave and PTO days as provided for other employees.
2. The accumulated days shall be charged in the following order:
  - a. Sick Leave
  - b. PTO

### General Provisions

1. All benefits under this plan shall be approved by the committee. **Donating to the bank does not guarantee time awarded.** The committee will consider the past use of sick time when determining approval to receive the additional benefit.
2. Any paid holiday by the Board of Trustees will replace a benefit day.
3. Once days are contributed, they cannot be withdrawn.
4. This plan will apply even if the employee is covered by other insurance policies.
5. The decision of the committee is final and cannot be grieved.
6. Association members of the committee will be allowed reasonable paid release time to participate in Extended S&A Plan Committee meetings, provided they give at least forty-eight (48) hours notice to their supervisor.



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