



AGREEMENT

2016-2018

Between the

Board of Trustees of St. Clair County Community College of the County of St. Clair

and the

St. Clair County Community College Career Plan Gold members

St. Clair County Community College
Port Huron, Michigan

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RECOGNITION

The College recognizes the Career Plan Gold Members Association as the sole and exclusive representative for the purpose of collective bargaining with respect to employment for the entire term of this Agreement for all full-time and regular part-time personnel as described in the Career Plan Gold members Agreement excluding all other employee groups.

SICK LEAVE

Full-time non-contingent employees' sick leave is earned and credited one (1) day for each month of service. The maximum accumulated sick leave time shall be one hundred fifty (150) days.

Part-time non-contingent employees' sick leave is earned and credited at the proration of hours worked to full-time for each month of service. Earned days for a month shall not exceed one day.

Part-time non-contingent employees hired prior to July 1, 2016: shall be allowed to keep their balance of sick days as of June 30, 2016. Unused annual sick time may be accumulated up to a maximum of three hundred seventy-five (375) hours. A balance above three hundred seventy-five (375) as of June 30, 2016 shall be allowed to remain until/if the balance reaches three hundred seventy-five (375) hours.

Part-time non-contingent employees hired after July 1, 2016: There is no carryover of unused sick leave after June 30th of each year for part-time non-contingent employees hired after July 1, 2016. Part-time non-contingent employees hired after July 1, 2016 have sick leave available in the fiscal year it is earned only.

Annual sick leave is credited at the beginning of the fiscal year but is earned monthly on the 15th of each month. Annual sick leave time advanced and used but unearned at termination shall be deducted in any final pay calculation.

Sick leave may be used for illness of the employee, his/her spouse, or children living in the home. Sick time usage of more than three consecutive days may require a doctor's note if requested by the College.

In any case where a College employee is absent from his/her employment by reason of injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to him/her under the existing sick leave policy less the amount of compensation payable to such employee under said Act. Leave time shall be deducted from the employee's accumulated leave time, in proportion to the daily amount paid by the College. In cases where the amount of compensation paid by the Act equals more than one-half (1/2) but less than a whole day, no sick leave shall be deducted.

In addition to the leave provided for above, employees shall have the right, if they qualify, to take leave under the Family Medical Leave Act. Any request for an FMLA leave shall be governed by the law and regulations of the FMLA. To the extent permitted by law, the College shall have the right to have paid leave and FMLA leave run concurrently.

ANNUAL AND PERSONAL LEAVES

Leave requests must be submitted in advance, and approved by the immediate supervisor. Leave may be advanced to the amount equal to that to-be earned during the current term of employment.

Employees will receive payment for all earned but unused annual leave accrued up to a maximum of thirty (30) days at the time of their termination of employment. This applies to all except those who have failed to complete three full months of continuous employment at the time of their termination.

Annual leave will be earned and accrued by full-time non-contingent College Career Plan Gold members in accordance with the following schedule:

Earning and Accrual Rate

- 0 - 5 years of service - 1.75 days per month
- 5 + -9 years of service - 2.00 days per month
- 9 + years of service - 2.25 days per month

Part-time non-contingent Career Plan Gold members annual and personal leaves are prorated based on the number of hours worked in comparison to full-time Career Plan Gold members.

Annual vacation leave is credited at the beginning of the fiscal year but is earned monthly on the 15th of the month. Movement on the scale for years of service is July 1st following the earned years of service. Annual leave time advanced and used but unearned at termination shall be included in any final pay calculation.

Maximum limits for all staff shall be thirty (30) days of earned annual leave, carried from one contract period to the next contract period. Over limits are removed on June 30th of the carryover year and accrual is added on July 1st of the new contract year. If approved by the appropriate Vice President and notification is provided by June 1st to payroll, continuous vacation days scheduled before June 30th in which the vacation starts on or before June 30th, will not be lost due to carryover limits. Not more than forty-five (45) days may be used during any single agreement year.

Personal leave days are provided for full-time non-contingent Career Plan Gold members for leave time due to extenuating circumstances as deemed appropriate by the individual employee. Examples of these days are: bereavement, or necessary personal business which cannot be taken care of outside of work hours, and/or do not fall under definitions for annual or sick leave. Requests for use of these days are to be submitted in writing on the Absence and Vacation Report Form to the appropriate supervisor. A maximum limit of five (5) days annually may be granted. Additional days for bereavement may be granted by the appropriate Vice President in extenuating circumstances.

Personal business and bereavement days for part-time non-contingent may be granted at a prorated rate by the appropriate Vice President.

Jury Duty: A leave of absence, with pay, not chargeable against an employee's leave time allowance, shall be granted when an employee is called for jury duty or is subpoenaed by a recognized court of law. The College shall pay the employee their salary. The employee shall reimburse the College his/her jury duty pay.

HOLIDAYS

Non-contingent employees shall have the following days off with pay for holidays or days closed. Part-time non-contingent Career Plan Gold members holiday compensation shall be prorated based on the number of hours worked in comparison to full-time Career Plan Gold members.

- New Year's Day plus one
- Friday of Spring Break
- Memorial Day
- Independence Day
- Labor Day
- Day before Thanksgiving
- Day after Thanksgiving
- Christmas Day plus one

If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday. This schedule may be revised annually.

The Christmas/New Year's Holiday Calendars shall be as follows:

2016-2017

Holidays: December 23, 26, 30, January 2
 Days Closed: December 27, 28, 29

2017-2018

Holidays: December 22, 25, 29 January 1
 Days Closed: December 26, 27, 28

The College may make exceptions and/or substitutions in the holiday schedule provided not less than eleven (11) holidays a year plus the days the College is closed between Christmas and New Years' are observed.

PERFORMANCE APPRAISAL

A performance appraisal shall take place at least once a year between January 1st and March 1st. Appraisals will be shared with the staff member in a meeting, and will be maintained in the personnel file. Appraisals may be done more often if necessary.

1. Each College Career Plan Gold members member is to be provided with a written evaluation of performance by a supervisor.
2. The evaluation shall be carried out at least once annually. The completed evaluation forms are to be available to the person evaluated and maintained in each College Career Plan Gold members member's personnel file.

PROFESSIONAL DEVELOPMENT

Each Career Plan Gold members member shall participate in professional development activities.

- Professional development shall be defined as any activity that contributes to the professional growth and development of the member over and above the in-service activities provided for in the College calendar.
- Professional development shall include, but not be limited to, professional reading, attending workshops, seminars, and conferences; active membership in professional organizations; writing for publication; reviewing textbooks and other educational materials; making presentation to professional groups and organizations; participating in teleconferences, webinars; taking college-credit courses; and earning continuing-education credits.

COMPENSATION FOR ADDITIONAL DUTIES

All members of the College Career Plan Gold members shall be expected to perform duties assigned to them as part of their appointment. Exceptions may be allowed in the following cases:

- A. A College Career Plan Gold members member on less than a twelve (12) month appointment may be given a contract for any portion of the remaining period or may be given a contract to teach in summers provided that there is not an overlap.
- B. A College Career Plan Gold members member may be given a supplementary contract to teach courses, provided in the judgment of his/her supervisor that it can be done in such a time and manner so as not to interfere with normal duties. The compensation would be based on an assigned equivalency instructor's salary not to exceed maximum overload or part-time of the faculty schedule.
- C. A College Career Plan Gold members member may be given a supplementary contract to perform other duties, provided in the judgment of this supervisor it can be done in such a time and manner so as not to interfere with normal duties.

APPOINTMENT

Appointment shall be on a year-to-year or less basis.

Persons with less than five (5) years of service whose employment will not be continued for the following year or period shall be notified by May 1st in advance of the expiration of the current appointment. Persons with five but less than ten (10) years of service whose employment will not be continued for the following year or period shall be notified by April 1st in advance of the expiration of the current appointment. Persons with ten (10) or more years of employment shall be notified by March 1st in advance of the expiration of the current appointment.

In the event of a reduction or shortfall in revenue, if the College determines that it is necessary to make budgetary and employee adjustments, any member of Career Plan Gold members is subject to being laid off for the remainder of their contract upon sixty (60) days prior written notice. Those subject to this provision will have the right to re-call for up to the remainder of their current appointment.

From time to time the College may establish positions that will be filled for a specified limited term (i.e. temporary/contingent staff). Persons employed in such capacity shall be subject to review and shall have no claim to continued employment beyond the specified term established for that position. See Guidelines for Temporary/Contingent Staff in Appendix C.

Employees may be dismissed for cause at any time during the appointment.

MILITARY LEAVE

A member will be granted a leave-of-absence without pay for military service in accordance with federal law governing military service. Upon completion of military service, the College will re-employ the staff member in a comparable position in accordance with federal law.

A member under contract who is called to temporary active duty as a reservist for periods of two (2) weeks shall be granted a leave-of-absence and be entitled to receive in pay from the College the

difference between his regular full-time salary and his military pay. Leaves beyond two (2) weeks will be without pay and members on such leaves shall have reinstatement rights as provided for by federal law.

BENEFIT PROGRAM

The following non-salary benefits will be offered to full-time non-contingent members of the College Career Plan Gold members.

- A. **Life Insurance:** The College shall provide group term life insurance plus Accidental Death and Dismemberment insurance for each full-time non-contingent Career Plan Gold members member in the amount of 1.0 x the Career Plan member's base salary, with a minimum of thirty-thousand dollars (\$30,000). The carrier shall be selected by the College and the premium thereon less any dividend that may be payable on said policies shall be paid by the College. Benefits shall be payable to the employee's designated beneficiary.
- B. **Group Health Insurance:**
 - 1. The College shall provide each full-time non-contingent Career Plan Gold members member with the State of Michigan legislated hard cap amount listed below towards the purchase of agreed upon health care. Association shall choose a carrier and plan no later than forty-five (45) calendar days prior to the end of the health plan year. Failure to notify the College by the deadline shall result in the College implementing continuation with the then current carrier and plan(s). If the current carrier and plan(s) are not available then the College shall implement a plan and carrier at its sole discretion.

	<u>2016-2017</u>	<u>2017-2018</u>
FF	\$16,751.23	TBD
2P	\$12,845.04	TBD
1P	\$6,142.11	TBD

- a. If the amount provided for Health Care exceeds the cost of the premium, the excess amount shall be placed in an HSA (Health Savings Account) if the member is enrolled in a qualified HSA plan.
 - b. In the event the hard cap contribution provided by the College does not cover the cost of the premiums, members shall make the necessary contributions, per month by payroll deduction, to the cost of their health insurance. Failure to make payments shall result in cancellation of coverage.
 - c. Members deciding to fund their HSA (Health Savings Account) may make contribution via payroll deduction to do so, not to exceed the maximum IRS allowed deduction to an eligible HSA provider.
 - d. The amounts set forth in this paragraph shall be adjusted annually for the plan year as the adjusted amounts are set by the State Treasurer pursuant to section 3 of the Publically Funded Health Insurance Contribution Act, MCL section 15.563.
- 2. Career Plan Gold members not electing College-paid group health insurance or not having a spouse receiving College paid group health insurance coverage shall receive two hundred twenty-five dollars (\$225) per month, upon proof of other health insurance coverage.

- a. If a Career Plan Gold members member finds it necessary to revert to College paid health insurance, the decision to resume College-paid health insurance shall be subject to the approval of the insurance company and be subject to any restrictions placed thereon by the carrier.
- C. **Dental Insurance:** The College shall provide each full-time non-contingent Career Plan Gold members member dental insurance. Cash in lieu of dental insurance of twelve dollars and fifty-cents (\$12.50) per month is available to an employee that chooses to opt out of dental coverage at the time of open enrollment.
- D. **Vision/Hearing Insurance:** The College shall provide all full-time non-contingent Career Plan Gold members the benefits of the College Vision Plan in annual amounts designated below:
1. For 2016-2017: \$500 to be allocated to members
 2. For 2017-2018: \$500 to be allocated to members
- For those currently enrolled in a qualified HSA, deposit of the vision allocation will be made no later than January 31st in the plan year.
- For members not in a qualified HSA, vision/hearing expense will be reimbursed by providing a receipt for expenses up to the maximum amount.
- E. **MPSERS Retirement and FICA:** The College will continue to pay the legally required rates for all Career Plan Gold members.
- F. **Optional Retirement Plan:** In addition to the Michigan Public School Employees Retirement System program, newly hired non-contingent full-time Career Plan Gold members shall have the option of choosing the optional retirement plan provided by the College. All provisions for enrollment, amounts provided by the College, and amounts to be paid by the Career Plan Gold members member shall be governed by the terms and conditions of the optional retirement plan adopted by the College as required by state of Michigan regulations. The optional retirement plan for eligible members is described in Appendix A.
- G. **Worker's Compensation:** As provided by law.
- H. **Travel and Accident Insurance:** The College shall provide travel and accident insurance for all non-contingent Career Plan Gold members traveling on College business in an amount of one-hundred thousand dollars (\$100,000).
- I. **Leave Policies:** Military, sick, annual and personal leaves, shall be governed by any applicable law or by the applicable College policy.
- J. **College Sponsored Functions:** Career Plan Gold members shall be permitted, without charge, to attend all College-sponsored functions by showing proper identification. A Career Plan Gold members member may have one (1) other person accompany him/her to such activity without charge. International Symphony and special designated events excluded.
- K. **Scholarships:** A scholarship will be awarded to any full-time or part-time non-contingent Career Plan Gold members member, spouse, dependent children thereof, and spouse and dependent children of full-time non-contingent Career Plan Gold members who die while actively employed by the College who enroll in College credit or Workforce Development courses if there are enough other paying students to warrant the continuing of the class.

1. Unmarried Career Plan Gold members may designate any legal dependents according to Internal Revenue Service standards for such a scholarship.
 2. Any scholarship shall include the registration fee, tuition, and contact hour fee if applicable.
 3. Any recipient of a scholarship as designated above shall pay other normal fees.
- L. **Educational Fund:** The College shall provide a fund for use for education, professional memberships, travel and conferences each year of this Agreement. Money not used in any year may be retained in this fund and added to subsequent years' funds, not to exceed a total fund of twenty-five thousand dollars (\$25,000).

Seven thousand dollars (\$7,000) each year shall be provided for professional memberships, travel, and conferences

1. Money from this fund may be requested by any Career Plan Gold members member for education, professional memberships, travel, or conferences.
2. Allocation of this fund shall be administered by the Human Resources Department after approval by appropriate Vice President.
3. Twelve thousand dollars (\$12,000) annual Advanced Degree fund shall be provided to support earning an advanced degree from an accredited institution relevant to current job duties. Support of seventy-five percent (75%) or more for degree attainment shall require commitment to work at St. Clair County Community College for a minimum of three (3) years after degree attainment. Voluntary separation from the College prior to the three (3) year minimum shall require reimbursement to the College for education funds received from the College for the degree attainment. In those instances where the employee is laid off or experiences a medical/catastrophic event (i.e. death, disability, etc.) beyond the Career Plan Gold members control prior to the three (3) year minimum shall not be required to continue reimbursement for education funds received. Funds shall only be awarded after all financial aid or scholarships are deducted from educational expense requests. Funds shall only be used for tuition/fees/books.

Allocation of this fund shall be administered by the Human Resources Department after approval by appropriate Vice President.

M. **Long Term Disability:** (see Disability on page 11)

SALARY GUIDE

The College shall have one pay scale as outlined in this contract. Placement and movement is determined by the College. Salary placement and movement is based on market value per position using data such as salary.com and/or cupahr.org.

The full-time non-contingent salary cap for the term of this agreement is \$112,000.

For each year of the agreement if less than one percent (1%) is distributed within the association through merit/market pay adjustments as determined by the College then one percent (1%) shall be distributed to all members within the salary guide. One percent (1%) level to be calculated based on July 1st total budgeted salary for the Association. A merit/market report of number of recipients and total dollar allocated shall be sent to the Association President by June 1st of each year of the agreement.

MERIT PAY

A merit stipend may be awarded for service as determined by the College including but not limited to a review of the employee evaluation. Individual merit increases may be in any amount but shall not exceed twenty-five hundred dollars (\$2,500) annually and will not be added to base pay.

WORK SCHEDULE

The full-time work week shall consist of thirty-seven and one-half (37.5) hours. Paid leave time shall count as part of the work week.

The College shall be free to establish a work schedule for employees as is necessary for the operation of the College.

Should the College adopt a flexible hour work week, total straight time weekly hours shall not exceed thirty-seven and one-half (37.5) hours.

OVERTIME

Overtime payment for non-exempt employees will be paid for hours worked in excess of forty (40) hours in any work week. For purposes of computing the forty (40) hours, the work week is from Sunday through Saturday.

CONFLICT RESOLUTION PROCEDURES

Any College Career Plan Gold members member, who feels that he/she has a just cause for complaint, shall follow the procedures outlined below.

1. He/she should request and be given an informal hearing by his/her supervisor to discuss adjustment of the matter of concern.
2. If step one (1) does not result in a satisfactory adjustment, either party may request a second informal meeting,
3. If step two (2) does not result in a satisfactory judgment, both parties shall submit their case in writing to the Director of Human Resources for a final determination by the College.

JOB DESCRIPTIONS

Whenever new jobs are established in the unit, the College shall establish the job, its duties, qualifications, and the rate to be paid. The College shall notify the unit of such job establishment prior to implementation. Career Plan Gold members member reserves the right to negotiate wages, hours, and other conditions of employment for these positions.

Job descriptions shall be developed by the College, and maintained by the Department of Human Resources for all positions within the unit.

MATERNITY/PATERNITY, ADOPTION AND FAMILY MEDICAL LEAVE

Maternity and paternity leaves are to be granted consistent with the sick leave policy or the application of the Family Medical Leave Act as the case may be.

Family and Medical Leave: A Career Plan Gold members member may request an unpaid leave for a family or medical situation involving a serious health condition of the Career Plan Gold members' spouse, parent, child, or grandparent. This leave shall not exceed twelve (12) weeks calculated pursuant to a rolling year.

If the Career Plan Gold members member requesting the aforementioned leaves as provided by this policy has not returned to duty within the time stated in the request for the leave, that Career Plan Gold members member shall forfeit his or her claim to return to employment with the College. Persons on these leaves shall not be gainfully employed at places other than St. Clair County Community College for the duration of such leave.

DISABILITY

The College shall provide long-term disability insurance coverage to all full-time non-contingent Career Plan Gold members which commences one hundred eighty (180) calendar days from the date of initial disability and continues to age sixty-five (65). The benefit shall be sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of base salary for the duration of this agreement.

Career Plan Gold members full-time non-contingent members on extended sick leave shall make application for long-term disability benefits at least thirty (30) calendar days prior to the anticipated date of eligibility.

As long as a Career Plan Gold members member is receiving sick leave benefits, the College shall continue to pay the premiums for the insurance coverage provided in this Policy. This is subject to any insurance carrier restrictions. The obligation of the College to make any insurance premium payments shall not extend to coverage beyond twelve (12) months from the date of initial disability.

If a Career Plan Gold members member is receiving sick leave benefits and is eligible to receive any benefits under long-term disability insurance, he/she shall transfer these long-term disability benefits to the College in return for the payment of insurance premiums provided above.

Once a Career Plan Gold members member is no longer receiving sick leave benefits, he/she shall be allowed to purchase health insurance through the College to the extent allowed by law and the carrier.

Before a Career Plan Gold members member has been off work for one hundred eighty (180) calendar days, he/she must provide the College with an indication of his/her intention and ability to return to work. If the member has one or more years of service at the College and desires and is able to return to work within one year from the date of initial disability, the College will grant up to a six-month leave with the understanding that the member will be returned to his/her former position. Such a leave will be unpaid unless the member has sufficient accrued sick leave days. Such a request must be supported by a medical opinion/prognosis which includes ability to return to work and ability to perform required job duties. It is understood that the College may request additional medical and other evidence at its own expense.

A member who cannot show evidence of being able to return to work within one (1) year from the date of initial disability; or a member who does not have one (1) year of service at the College, may request the College grant a leave of absence for a period not to exceed two (2) years. Such leave is to become effective with the date of initial disability.

CAREER PLAN GOLD MEMBERS PERSONNEL LIST

An annual list of members as of July 1st of each fiscal year shall be provided to the Association no later than September 30th of each fiscal year.

APPENDICES

APPENDIX A

OPTIONAL RETIREMENT PLAN

A. Plan Administrator	St. Clair County Community College 323 Erie Street Port Huron, MI 48060
B. Designation of Fund Sponsors	TIAA-CREF Teachers Insurance and Annuity Association College Retirement Equities Fund
C. Plan Design Considerations	
I. Eligibility	<ul style="list-style-type: none">• All Full-time Faculty at time of hire• All Full-time Administrators/Professionals at time of hire• College President at time of hire
II. Contributions	<ul style="list-style-type: none">• Contributory plan• Percentage of salary• Employee contributes four percent (4%)• College contributes fifteen percent (15%)• If a member chooses to contribute more than four percent (4%), the College will match the additional contribution for each percentage up to and including three percent (3%) making the maximum contribution by the College eighteen percent (18%)
III. Vesting	Full/immediate vesting
IV. Service Method	Not applicable
V. Service of Accounts	All Available
VI. Cash Withdrawal Rules	<ul style="list-style-type: none">• Cash at retirement or termination of employment one-hundred percent (100%), no restrictions by College• Subject to extent permitted by Fund Sponsors
D. Implementation	
I. Establishment of Plan	October 1, 1996
II. Effective Date of Contributions	October 1, 1996 or the first of the following month after plan participation document has been received by the College.
III. Window for New Employees	First ninety (90) days of eligible employment
IV. Effective Date of Contributions	First date of eligible employment for new employees

APPENDIX B

SC4 CAREER PLAN GOLD MEMBERS

EMPLOYEE PERFORMANCE FEEDBACK

The goal of the evaluation is to receive and provide feedback and job expectations. The format, using the factors to be evaluated, will be developed and defined to achieve these goals with appropriate feedback as determined by the College from Career Plan Gold members. Form to be used will be available in the offices of Human Resources.

FACTORS TO BE EVALUATED

1. Quality of Employee's Work
2. Exercise of Good Judgment
3. Attendance – to include punctuality
4. Employee engagement – participation in team effort
5. Work Ethic
6. Initiative
7. Adaptability
8. Communication Skills
9. Dependability & Accuracy
10. Innovation
11. Contribution to Student Success
12. Accountability

APPENDIX C

TEMPORARY/CONTINGENT STAFF

CONDITIONS OF HIRE:

1. Position is contracted for a specified limited term or contingent upon receipt of grant funds or scope and satisfactory performance. Person employed in such capacity shall be subject to review and shall have no claim to continued employment beyond the specific term established for that position. Temporary/Contingent staff do not receive non-renewal notices. Continued employment, at the discretion of the College, is dependent upon the issuance of a new appointment.
2. Job description is determined by supervisor and appropriate Vice President and a copy sent to the Office of Human Resources.
3. College determines compensation.
4. Benefits not required by law will be determined by the College at the time of appointment. In no case will benefits exceed benefits accorded to other Career Plan Gold members. Contingent employees are not eligible for the ORP retirement benefit.
5. Temporary/Contingent employees are subject to the terms and conditions of their employment document.

PERFORMANCE APPRAISAL:

As determined by the College.

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Duration of the Agreement

2016-2018

This Agreement for Career Plan Gold shall be effective as of July 1, 2016, and shall continue in effect until the 30th day of June, 2018

Board of Trustees

By:  _____
Nicholas DeGrazia, Chairperson


By:  _____
John Adair, Vice Chairperson

By:  _____
Dr. Kevin Pollock, President

Association

By:  _____
Robert McGregor, President

By:  _____
Anne McPherson, Vice Chair

By:  _____
Dave Goetz, Lead Negotiator