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# **AGREEMENT**

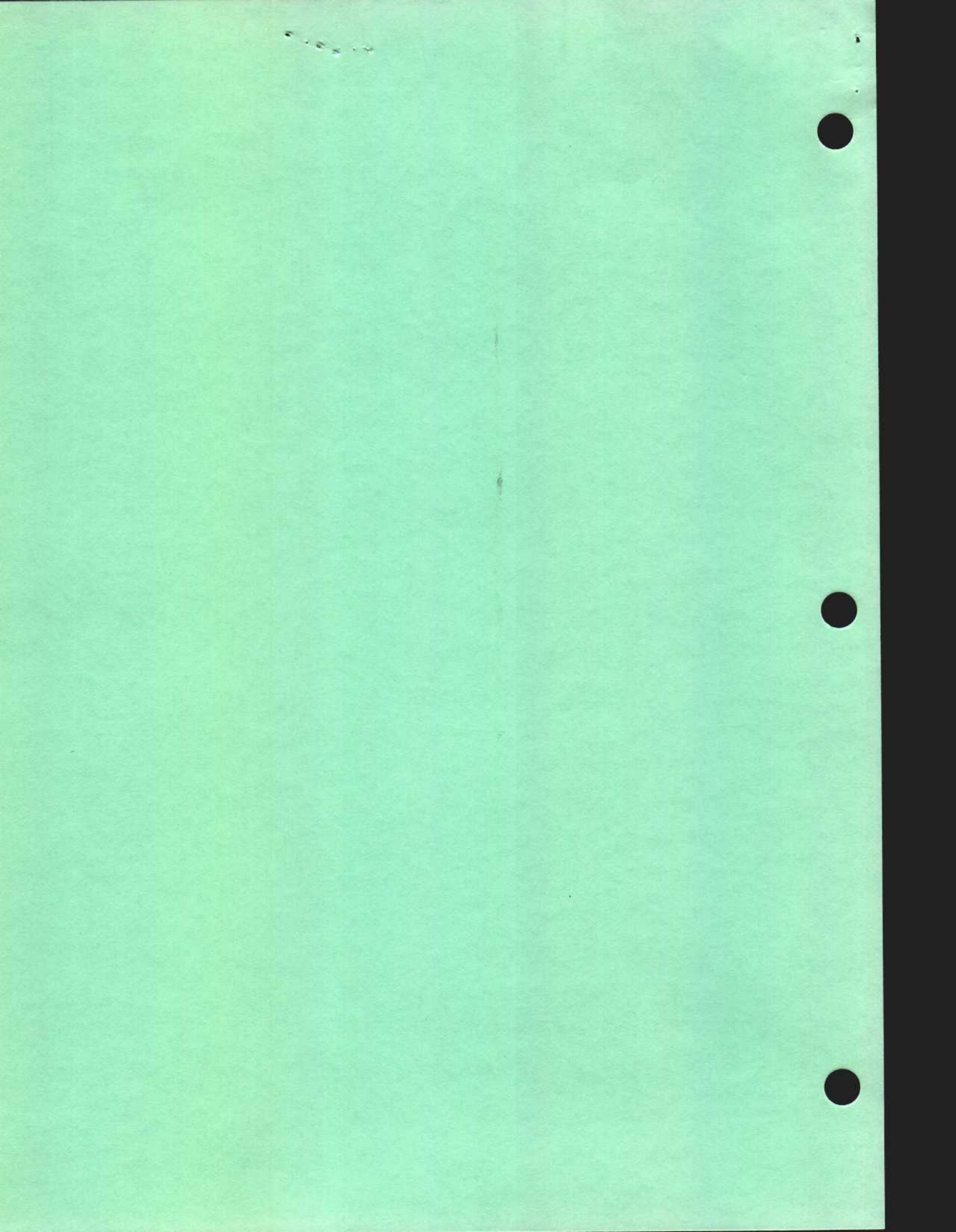
between the

**MACOMB COMMUNITY COLLEGE**

and the

**MACOMB COUNTY COMMUNITY COLLEGE  
OPERATIONAL PERSONNEL ASSOCIATION**

**April 1, 1996–March 31, 1999**



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ARTICLE I

RECOGNITION

- A. 1. This Agreement is made this 20th day of August, 1996, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the College) and the Macomb County Community College Operational Personnel Association (hereinafter called the Association) for the period described below.
2. The College recognizes the Macomb County Community College Operational Personnel Association as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representative" Case No. R 73 A-26, March 6, 1973, by the State of Michigan Labor Mediation Board, for all maintenance and operational employees including engineers, building engineers, landscapers, electricians, carpenters, plumbers, steamfitters, custodians, mechanics, receiving clerks, painters and pipe coverers, masons, locksmiths, machine operators, assistant receiving clerks, mail clerks, preventive maintenance men, utility lead men, skilled trades helpers, grounds foremen, custodial foremen, vehicle operators, cement masons, truck drivers, draftsmen, servicemen, groundsmen, warehousemen and tool room attendants, equipment repairmen, Delta Operators, excluding administrators, clerical employees, professional employees, faculty members, technical employees (other than as described above), guards, and supervisors.
- B. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the College and the Association. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provision of the Agreement. If any provision of this Agreement is held illegal, void, or invalid by a court of competent jurisdiction, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties hereto. This Agreement constitutes the total description of all wages, hours, benefits and conditions of employment of the members of the Bargaining Unit.
- C. The Association, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, sit-downs, boycott, or any unlawful acts that interfere with the College's operations. Any violation of the foregoing may be made a subject of disciplinary action and damage action, and this provision shall not be by way of limitation on the College's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.
- D. The direction of the working force, including the assignment of duties, shall be vested solely in the College and in the administrators designated by such College. The directions of the administrative staff shall be carried out subject to the right of any employee to file a grievance that such instruction or direction was in violation of this Agreement.

ARTICLE I            RECOGNITION (Continued)

E. Placement Committee:

1. Placement of a new position within or removal of an existing position from the Association shall result from action by the President of the College upon recommendation of the Placement Committee. The President of the Association or his/her designee will be a member of the Committee.
2. The Placement Committee shall consist of the Director of Human Resource Management, or his/her designee, the President of the Association, or his/her designee, and such other Association Representatives as appointed. It shall function solely to recommend to the President of the College if a position shall become a part of any particular ongoing employee group and if so, which one.

F. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all Employees who are beneficiaries of such agreements. In the event an Employee shall not join the Macomb County Community College Operational Personnel Association and execute an authorization for full dues deduction, such Employee shall, as a condition of continued employment by the College, execute an authorization for the deduction of a sum representing that Employee's proportionate share of such negotiations, contract administration, and maintenance expenses which shall be forwarded to the MCCOPA Treasurer. Such fees shall be uniformly assessed and paid in like amount by each Employee covered in the Bargaining Unit. The MCCOPA Treasurer shall notify the College no later than thirty (30) days in advance of any change in the amount to be deducted for such expenses. In the event such authorization is not signed for in a period of thirty (30) days following the satisfactory completion of the probationary period, or change in deductions of the Employee, the College agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such Employees shall be discontinued. Such Employee or Employees shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period mentioned above. However, if at the end of the thirty (30) day period the Employee receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such Employee's services shall not be terminated until such time as such Employee or Employees have either obtained a final decision as to the validity or legality of said discharge, or said Employee or Employees have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction. The Macomb County Community College Operational Personnel Association agrees to reimburse the College for the amount of money deducted by the College and paid to the Macomb County Community College Operational Personnel Association which deduction is determined to be illegal or improper or is in excess of a proper deduction. The Macomb County Community College Operational Personnel Association further agrees to indemnify and hold harmless the College, Employees, and members of the Board of Trustees from any and all liabilities, losses, claims, damages, or expenses arising out of the discharge of any Employee as a result of action taken by the Board of Trustees pursuant to Article I, Section F, including but not restricted to all sums that may be awarded an

ARTICLE I      RECOGNITION (Concluded)

F. (Concluded)

Employee by a court of competent jurisdiction, without any limitation as to point of time or amounts involved. The Macomb County Community College Operational Personnel Association further agrees to defend any actions of any kind whatsoever initiated by anyone under this Article I, Section F, and to pay or reimburse the College for all attorney fees, costs, or other expenses arising out of any and all litigation in any way whatsoever connected with and arising out of the actions initiated with reference to this Article I, Section F. This termination shall not be subject to the provisions of Article IX of this Agreement.

G. Scope of the Agreement

The parties hereto mutually acknowledge that this Agreement covers each of the rates of pay, hours of employment and terms and conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that any matters considered in negotiations which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiations, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof. Throughout this Agreement wherever the pronoun he is used the pronoun she is also intended.

ARTICLE II      SENIORITY

A. Basis for seniority shall be defined as the total length of continuous service with the College, beginning from the Employee's original date of hire or rehire, as the case may be. Seniority shall be applied on a College wide basis, except when the Employee transfers from any other bargaining unit into MCCCOPA. Seniority shall be on a College wide basis for purposes of fringe benefits only. Employees will carry seniority as of the day of transfer or hire into the MCCCOPA, for the purpose of bumping, job bidding, layoff, rehire or for any purpose in which seniority may be a factor other than in the case of one's own fringe benefits. Management shall have the unrestricted right to direct the work force within a position within a classification without reference to seniority. Seniority will be considered with regard to long-term or permanent positions pursuant to the terms and conditions of the existing Agreement.

B. Probationary Period

All new Employees hired shall be considered as probationary Employees for ninety (90) calendar days. Upon completion of the probationary period, their seniority shall commence as of the date of hire. During the probationary period, an Employee may be terminated without recourse to the grievance procedure. Nothing herein contained shall prevent the College from hiring persons to perform a specific job that cannot be done by regular Employees.

1. The College and the Association may by mutual agreement on an individual basis extend the probationary period for an additional thirty (30) calendar days.

ARTICLE II      SENIORITY (Continued)

B. Probationary Period (Concluded)

2. There shall be no seniority among probationary Employees.
3. Probationary Employees will accumulate sick leave, vacation and personal business allowance during their probationary period, but may not utilize, or be entitled to such leave until attaining regular status.
4. Medical Insurance: Probationary employees are eligible for the medical care plan provided by Article XVI.A..
5. Workers' Compensation: Each Employee shall be covered by the applicable workers' compensation laws.
6. Evaluation: Written formal evaluations of probationary Employees will be made during their probationary period. An evaluation stating acceptable work at ninety (90) calendar days will constitute regular status for the Employee.
7. Upon completion of his/her probationary period, the Employee will be considered to have seniority computed from the first day of his/her employment.
8. Probationary Employees shall not be eligible for leaves of absence unless mutually agreed upon by the Association and the College.
9. Probationary Employees shall not be entitled to any fringe benefits except those listed in Article II, Section B.

C. Part-Time Help

1. Part-time help will be limited to thirty (30) hours per week except for the summer months, holidays, vacation periods, and emergencies.
2. All part-time employees assigned to the Plant Operations and Warehouse operations who are hired to do work that is normally performed by members of the Association shall be terminated before any full-time employees of the Association are laid off.

D. Loss of Seniority

1. If the Employee is discharged for a just cause.
2. If the Employee is absent three (3) consecutive working days without just cause, unless such Employee shall have notified the College within said three (3) day period of the necessity for such absence. Just cause will include death in the family, serious illness or injury to the Employee or members of his/her family, or an act of God or any other reason where the absence was for causes beyond the control of the Employee.
3. If the Employee terminates his/her employment.



ARTICLE II      SENIORITY (Continued)

E. Layoff and Reduction of Staff

Whenever bargaining unit positions are to be eliminated and Employees laid off, such Employees shall be notified sixty (60) days before the effective date of being laid off and such Employees shall be laid off on the basis of their seniority and their ability to perform the work available. The least senior Employee shall be laid off first and the more senior Employee retained, providing the more senior Employee is capable of performing the work available. Whenever recall from lay-off occurs, an Employee shall be recalled in reverse order of their lay-off, subject to the more senior Employee being capable of performing the work available. In the event that the more senior Employee does not possess the qualifications, the College may retain such less senior Employee and lay off the Employee with greater seniority whose position can be filled by an Employee remaining, provided however, that the College shall notify the Association of the necessity to invoke this provision and shall consult with the Negotiating Committee of the Association to determine the necessity for such action. The invoking of this provision shall be subject to the grievance procedure. Other than the foregoing exception, bumping with seniority will be the prime factor in any reduction of staff. The bumping Employee must be qualified for the position.

F. Temporary Layoffs

For temporary layoffs caused by acts of God or other circumstances outside the control of the College, the sixty (60) day notice requirement shall be waived.

If any law, regulation or executive order is passed which mandates or financially necessitates a period of institutional closing for the purposes of energy conservation, the College may cause such temporary layoffs as it deems necessary to comply with the intent of the law, regulation or executive order, and the sixty (60) day notice requirement shall be waived.

G. Military Services

All benefits as outlined by federal and state regulations required of an employer will be afforded an Employee either drafted, recalled to active duty or called to summer camp training, with the stipulation that the Employee exercise his/her return to duty as specified in the same regulation.

H. Recalling of Employees

Employees being recalled from layoff shall receive two (2) weeks written notification sent to their last known address. Employees must report to work within two (2) weeks of the date of the notification and failure to report to work shall result in the Employee's loss of seniority.

I. Protection

No person or persons shall perform any work that is included in the job description of an Employee of the Operational Association, except to train other Employees and in cases of emergency. An emergency is anything that may endanger the safety of the College Employees or

ARTICLE II SENIORITY (Concluded)

I. Protection (Concluded)

students and cause undue damage to College property as determined by the President of the College or his/her designee. Exceptions can be made where College personnel cannot meet deadlines, or do not have proper equipment or tools to do certain jobs. This is not intended to restrict outside contracts except where this work is normally performed by unit Employees.

J. Seniority Records

Seniority records will be maintained at the Human Resources Office and shall be available to the Employee on reasonable request. Seniority shall not be lost because of illness, or layoff, provided reasons for such absences are substantiated. Seniority shall not be lost but shall not accrue for approved non-medical leaves of absence.

ARTICLE III HOURS OF WORK AND OVERTIME

Whenever feasible, the regular work week for Employees shall consist of five (5) consecutive days, 7.5 hours per day, and 37.5 hours per week. Exceptions will be reached by mutual agreement. The work week for payroll purposes is Monday through Sunday.

A. Overtime

1. All work done in excess of seven and one-half (7-1/2) hours in any one day or thirty-seven and one-half (37-1/2) hours in any one week shall be considered overtime and be paid for at the rate of time and one-half. Saturday overtime shall be double time for the first four hours, and time and one-half thereafter. There shall be no compounding of overtime and premium pay received for time worked under the provisions of this Article shall preclude premium pay for the same time under any other provision of this Agreement.
2. If an Employee is called into work prior to his/her regular shift and is expected to continue working his/her regular shift, he/she shall be paid overtime compensation only for those hours worked in excess of seven and one-half (7-1/2) hours, unless he/she provides a statement from his/her physician or the College's physician (paid for by the College)--at the Employee's option--substantiating illness during the Employee's regular shift on that day.

B. Overtime Records

Overtime opportunities shall be rotated among qualified employees within a position within a classification except in emergencies. In emergency situations, the College shall have the right to call in the Employees needed to meet the emergency without regard to rotating overtime opportunities. An Employee who is asked to perform overtime work and refuses shall be charged with having worked such overtime. Should no full-time employee choose to work the overtime, a substitute or part-time Employee may be used. For the purpose of crediting overtime hours, all hours shall be credited the same, whether paid for at the time and a half premium or at the double time premium. It is understood that Employees have an obligation to accept overtime in

ARTICLE III HOURS OF WORK AND OVERTIME (Continued)

B. Overtime Records (Concluded)

emergency situations. Disregard of this obligation shall be subject to the disciplinary process.

C. Temporary Assignment

1. Whenever an Employee is permanently assigned to a higher classification of work, he/she shall receive the higher rate of such classification beginning from the first day he/she works on such higher rated job. Whenever an employee is temporarily assigned to a higher rated job, and such temporary assignment lasts for more than three and one-half (3-1/2) consecutive hours, he/she shall be paid at the higher rate for the time worked on such higher rated job. In both cases, the higher rate shall be determined as provided by Article VII.E.
2. To meet an extraordinary need, the College may assign Employees on a temporary basis to specific tasks outside their position description, though in accordance with other contractual provisions relating to compensation.

D. Call-In and Call-Back Pay

Whenever an Employee is called to work and there is no work available, he/she shall be guaranteed four hours work or pay at his/her classification rate of pay. An Employee who goes home and is later called in to work, shall be guaranteed at least four hours work or four hours pay at his/her regular classification rate of pay.

E. Double Time

Double time will be paid when Employees are required to work on the holidays listed in Article V. Employees who work on a Sunday or an approved holiday are entitled to double pay for the time worked. This has nothing to do with the regular amount that they and all other Employees received because of the day (nothing for Sundays, straight time for paid holidays).

- F. 1. When the College determines, in conjunction with the Association, that it is appropriate, an Employee may be offered employment on a four-day schedule of nine and one-half hours daily. An Employee accepting this schedule waives his/her right to overtime pay except for hours worked in excess of 9.5 hours on any one day or for hours in excess of 38 in any one week. For the purpose of computing absences, vacations, sick days, etc., each 9-1/2 hour day shall be computed as 1.25 regular days.
2. The four-day schedule for an Employee may be terminated by either party after ten (10) work days notice of such intent, except the College may not use this provision as a reprisal to an Employee to terminate such schedule. Refusal of a present Employee to accept such an assignment shall not be the basis for disciplinary action.
3. All schedules of four-day employment are to be filed with the Human Resources Office and with the Payroll Department.

ARTICLE III HOURS OF WORK AND OVERTIME (Concluded)

- F. 4. An Employee who requests a four-day schedule shall receive a response from the appropriate member of the President's Council or his/her designee within thirty (30) days from receipt of said request.
5. Any week in which a paid holiday falls, all Employees will revert to a regular five (5) day schedule with holidays being off.

ARTICLE IV VACATIONS

A. Eligibility

All regular full-time Employees shall be entitled to receive a vacation in accordance with the following schedule:

One year of seniority through three years of seniority: one day per month for each month worked.

Four years seniority through five years seniority: 1-1/4 days per month for each month worked.

More than five years seniority: 1-1/2 days per month for each month worked, plus one additional day, making a total of not more than 19 days.

After six years seniority: 1-3/4 days per month for each month worked.

To be eligible for vacation, the Employee must be a regular full-time Employee and must have worked at least six months. Upon the completion of six months of service, such Employee shall earn vacation days beginning with his/her date of hire. Vacation days shall be earned on the basis of months worked. An Employee who works less than one-half of the time in a calendar month, but works some time in that month, will receive one-half month credit; an Employee who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month. No Employee may receive credit for more than 12 months in any calendar year. Vacation days must be taken within two (2) years from the end of the fiscal year (June 30) in which they are earned.

B. Holidays

If a holiday occurs during an Employee's particular vacation time off, such Employee shall not lose the holiday but shall be granted an additional day off. The date of this time off shall be at the option of the College.

C. Vacation Schedules

The supervisor shall prepare, not later than March 1st of each year, "choice" sheets on which each Employee shall indicate first and second choice of vacation period. These "choice" sheets shall be completed by the Employee and returned to the supervisor not later than the 15th of April. In cases of conflict, seniority within a position shall prevail.

ARTICLE IV      VACATIONS (Concluded)

C. Vacation Schedules (Concluded)

The administrator shall review all desired schedules and individual choices and shall approve or reject them within thirty (30) days of receipt. Vacation requests will be granted in accordance with the needs of the College in maintaining efficiency of operations. After a vacation schedule is approved it shall not be changed by the administrator or Employee except in situations of emergency. Emergency shall be defined as an immediate threat to the health or safety of Employees or students or to the facilities or properties of the College. Any change made under this paragraph should be accompanied by as much advance notice as possible.

D. Pay Checks of Employees on Vacation May be Distributed as Follows:

Upon Request of the Employee:

1. Held in the Accounting Office for the Employee or his/her designated representative.
2. Forwarded to an address submitted to the Accounting Office on or before the set vacation schedule.
3. Deposited to the individual Employee's bank account.

E. Sick Leave During Vacation

If an Employee becomes hospitalized or totally disabled and presents a physician's statement that he/she was under care of a duly licensed physician during his/her vacation, he/she may submit an amended report of absence charging the days to his/her sick bank and reschedule his/her vacation at a later date. In the event the disability continues for an extended period of time, the Employee may terminate his/her employment or request a medical leave of absence. Upon his/her termination or commencement of long-duration leave, he/she will have the option to be paid for any accumulated vacation days earned.

ARTICLE V      HOLIDAYS

A. Definition

Regular full-time Employees shall be entitled to receive the following holidays off with pay. All regular full-time Employees shall receive straight time pay for each of the hereinafter named holidays:

New Year's Day	Good Friday	Memorial Day
Fourth of July	Labor Day	Thanksgiving Day
Day after Thanksgiving	December 24	Christmas Day
December 31		

Eligible Employees shall receive seven and one-half (7-1/2) hours straight time pay for each of the above enumerated holidays.

When a holiday falls on a Sunday, the Monday immediately following shall be considered a holiday, and when it falls on a Saturday, the Friday immediately preceding it shall be considered a holiday.

ARTICLE V            HOLIDAYS (Concluded)

B. Eligibility

In order to be eligible for the above enumerated holidays, regular full-time Employees must have worked the scheduled work day prior to and the scheduled work day following each of the said holidays, unless absence is excused by the cabinet level officer.

ARTICLE VI            JURY DUTY

Jury duty is defined as the time spent by an Employee serving and qualifying for such duty in a court of record.

A. Provisions

1. When an Employee is absent from work because of jury service, he/she shall be paid his/her regular rate of pay, provided the Employee pays to the College any compensation received--such compensation not to include mileage fee.
2. If any Employee is subpoenaed as a witness, he/she shall receive his/ her compensation for that day, upon the approval of the Cabinet Level Officer, provided the Employee pays to the College any compensation received--such compensation not to include mileage fee.

ARTICLE VII            BIDDING FOR JOBS

A. Whenever a Permanent Vacancy Occurs, Such Vacancy Shall be Posted in the Following Manner:

Three (3) copies of the posting for a vacant position will be given to the Secretary of the Association. (The Secretary will also be notified if a vacant position is not to be filled.) The posting will remain open for five (5) working days beginning with the date of the posting. Employees may bid for such jobs within the five (5) day period. Written notification of the results of the bidding will be given to the Secretary of the Association within thirty (30) days. In classifications 5, 4, 3, and 2 of the current Contract, seniority plus qualifications including skill, experience and job related education will be the prime factors for upgrading. In classification 1 of the current Contract, only seniority shall be a factor for upgrading.

B. Eligibility

If an Employee bids for and receives a new or different position, he/she must serve a thirty (30) work day trial in his/her new position. During this trial period he/she may request to be returned to his/her former position unless that job has been filled. If the Employee is returned to his/her former position, he/she is not eligible to bid again for one (1) year. If the Employee is found to be unable to perform his/her new job within the trial period and is returned by the Employer to his/her previous job, he/she shall be allowed to bid at any time on another open position for which he/she is qualified. The determination by the College that the Employee is unable to perform the work in the new or different position is not subject to the Grievance procedure.

ARTICLE VII      BIDDING FOR JOBS (Concluded)

C. Instruction Period

For the safety and protection of all concerned, new Employees assigned to a new job may request an instruction period of one (1) week with experienced personnel.

D. New Positions

Whenever new or different work not covered by the classifications contained in this Agreement is to be undertaken, the President of the Association or his designee shall be permitted to confer with the Director of Administrative Services or his designee with respect to the content of the job description for the new classification. When such new or different work is undertaken, a rate for such work shall be established as follows:

1. After the job has been classified in accordance with the schedule contained in Appendix A, at least the difference between the minimums of the classifications where the work has been slotted and the Employee's current classification shall be added to the Employee's salary. A greater amount may be added at the discretion of the College.
2. The new salary shall be effective upon the approval date of the new classification or the date of performing the duties of said classification, whichever is later.

E. Rate of Pay for Employees Filling Positions at a Higher or Lower Level

Whenever an Employee's classification level changes as the result of bidding, reclassification, demotion, or temporary assignment, his/her salary at the new classification level shall be determined as provided by Article XIII.A. If the Employee is not on step prior to adjustment, his/her salary shall be increased or reduced, as the case may be, by the difference between the minimums of his/her old and new classifications. In the case of demotion, the rate of pay shall not exceed the maximum of the new classification.

F. Personnel File

An Employee may submit proper evidence of education, training or work experience to the Office of Human Resources for inclusion in his/her personnel file.

ARTICLE VIII      SAFETY AND HEALTH

- A. If the College should require a physical examination as a condition of work, the College will assume the cost of such an examination.
- B. Unsafe Work: Should an Employee complain that his/her work is unsafe and unhealthy, the matter shall be investigated immediately by a representative of the College. If the matter is not adjusted satisfactorily, a grievance may be processed according to Article IX of these rules entitled "Grievance Procedures."

ARTICLE VIII SAFETY AND HEALTH (Concluded)

- C. Safety Committee: The College and the Association mutually recognize the importance of safe working conditions and practices and shall cooperatively work toward those ends. A joint committee of three (3) Employees appointed by the Association and three (3) administrators shall meet, upon the written request of either party, at a date, time and place mutually agreed upon, for the purpose of attempting to resolve safety problems and develop and recommend safe work practices. This provision shall not be subject to the grievance procedure.

ARTICLE IX GRIEVANCE PROCEDURES

A. Definition

In the event a dispute arises between the College and an Employee or the College and the Association concerning the alleged violation, interpretation or application of any of the provisions of this Agreement, such dispute shall be deemed a grievance and resolved in the matter hereinafter set forth.

B. Time Limits

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the College and the Association.

C. General Principles

1. A grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conferences pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. In the event that the Association fails to appeal a grievance or appeal a College answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer. In the event the College shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limits for exercising said appeal commencing with the expiration date of the College's grace period for answering.



ARTICLE IX      GRIEVANCE PROCEDURES (Continued)

C. General Principles (Concluded)

6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The Arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. The College and the Association each shall bear the full costs for its representative counsel in the arbitration, and the costs of arbitration shall be borne equally by the parties.

D. Procedure

1. Informal Conference: The Employee or his/her representative and/or the Association shall verbally present his/her grievance to his/her immediate Supervisor. In the event that the matter is resolved informally, the grievance shall be considered satisfied and terminated provided, however, that an Association representative was present or, if not, a notice of the terms of the settlement is delivered to the Association.

2. Written Procedure

Step I. In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose may be submitted to the cabinet level administrator or his/her designee of the grievant's department within fifteen (15) working days following the date the grievant knew or could have known of the act or condition which is the basis of the grievance. Within ten (10) working days after receiving the written grievance the administrator or his/her designee shall communicate his/her decision along with the reasons therefore, in writing, on the grievance form to the grievant, if any, and the Association President.

Step II. In the event the grievance is not resolved in Step I, within ten (10) working days of the receipt of that decision, the grievance may be submitted to the Vice President for Human Resources or his/her designee in writing on the form provided accompanied by a copy of the original grievance and the decision at Step I. The Vice President for Human Resources or his/her designee shall within ten (10) working days of the receipt of the written grievance communicate his/her decision along with the reasons therefore, in writing on the grievance form to the grievant, if any, and Association President.

3. Arbitration

- a. In the event the grievance is denied in Step II, the Association may appeal the decision within ten (10) days after receipt of such denial to binding arbitration. A copy of the appeal shall be sent to the Vice President for Human Resources.
- b. The Arbitrator shall be selected under established procedures of the American Arbitration Association.
- c. Any Arbitrator selected must be a member in good standing of the National Academy of Arbitrators.

D. Procedure (Concluded)

3. Arbitration (Concluded)

- d. The award of the arbitrator shall be accepted as final and binding on the Association, its members, the Employee or Employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion, or duress is present. The Association shall not then, by any other means, attempt to bring about a different resolution of the grievance.
- e. The fees and expenses of the Arbitrator shall be shared equally by the College and the Association. All other fees and expenses, including administrative fees, shall be assessed according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- f. It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this Agreement.
  - (1) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her powers shall be limited to deciding whether the College has violated, misapplied or misinterpreted any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.
  - (2) He/she shall have no power to decide any question which under this Agreement is within the authority of the College to decide, nor shall he/she substitute his/her judgment for that of the College.
  - (3) He/she shall have no power to consider the provisions of any constitutional, statutory, or common law in the resolution of any grievance.
- g. If the College disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether he/she has jurisdiction to act, and if he/she finds that he/she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
- h. It is understood and agreed that the following matters shall not be subject to binding arbitration:
  - (1) Placing a probationary Employee on an additional period of probation.
  - (2) The termination of services or failure to reemploy a probationary Employee.
  - (3) Any matter as to which a method of review is prescribed by law or any rule or regulation of any Michigan State administrative agency which is binding on the College.
  - (4) Any interpretations of insurance contracts.

ARTICLE X            DISMISSAL AND DISCIPLINARY ACTIONS

- A. Dismissal of a seniority employee shall be for just cause.
- B. At the written request of the individual employee, written reprimands and related disciplinary action reports will be removed from the employee's file after a two-year period providing there has not been a recurrence of the same or similar situation during this same two-year period.

ARTICLE XI            LEAVES OF ABSENCE

At the discretion of the President, it shall be the policy to grant non-compensable leaves to the Employees, subject to the following reasons:

A. Eligibility

To qualify for childbirth, childcare, adoption, foster care, medical, and illness in the immediate family leaves, an employee must have completed one (1) year of continuous service with the College. All other leaves must be preceded by two (2) years of continuous service.

- 1. A second leave, or extension of any type of leave, may be granted by the President.
- 2. While on approved non-medical leave, an Employee shall maintain but not accrue seniority; shall maintain all employment rights held before leave was taken; and shall upon his/her return, receive any wage adjustments granted during said leave.
- 3. Notice of his/her intention to return or resign must be sent in writing to the President no later than sixty (60) calendar days prior to expiration of approved leave. Failure to provide such notice shall be the equivalent of resignation.

B. Leaves for Health Reasons

- 1. A health leave will be granted to seniority employees upon the recommendation of a physician. An employee on approved health leave shall continue to accumulate seniority, maintain all rights held before the leave, and have the right to return to his/her position for one year after commencement to the leave. This period may be extended at the discretion of the College. After one year of leave, return to work is dependent upon the availability of a position for which the employee is qualified. If the only available position is of a lower classification than that of the employee's former position, the employee shall receive the rate of pay of the former classification for six months and the rate of pay of the lower classification thereafter. The College may employ a temporary replacement outside the bargaining unit during the period in which the employee has the right to return to his/her position.
- 2. Return to work shall be conditioned upon submission of a physician's certification of fitness to return to work. If within six (6) months following return the employee is unable to perform his/her job because of the illness or injury for which leave was granted, she/he shall return to leave status effective the first day of the original leave.

ARTICLE XI      LEAVES OF ABSENCE (Concluded)

C. Absences Allowed with Pay

Absences must be reported as early as possible based on current personnel policies. The following are legitimate reasons for absence:

1. Personal illness of the Employee.
2. Death in the immediate family: The immediate family includes husband, wife, children, father, mother, father-in-law, mother-in-law, brothers, sisters, grand-children and grandparents, or other person who is domiciled with the Employee. This leave may not exceed five (5) days in each instance.
3. Personal Leave Days: Personal business shall be limited to business which cannot be handled on regular days off or during evening hours. Leave for personal business shall be prearranged except in cases of emergency. In cases of emergency it shall be the responsibility of the Employee to substantiate such absence. Leave for personal business shall be not less than the entire work period before the lunch break or the entire work period after the lunch break. Leave for personal business shall not be granted on days immediately preceding or following College holidays and vacations. Exceptions in time may be made only in special cases when recommended by the cabinet level officer and approved by the Director of Personnel and Benefits. Each employee shall be credited personal leave days not to exceed three (3) days per year, non-accumulative. An employee beginning or terminating his/her employment at any time other than July 1 shall have his/her business leave days prorated for the period of employment.
4. Sick Days
  1. Sick leave shall be earned at the rate of one (1) day for each month of active service. There shall be a maximum of forty (40) accumulated sick days, except that an employee may use sick days accumulated prior to July 1, 1969, to maintain his/her allowance of forty (40) sick days.
  2. The College shall notify each Employee at the end of each fiscal year of the number of his/her earned sick leave days.

D. Requests for Leaves

Requests for leave of absence shall be submitted to the administrator in writing at least one (1) month prior to the effective leave date. The administrator shall forward the request with his/her recommendation to the Director of Personnel and Benefits who shall then submit said request to the President for action.

ARTICLE XII      PHYSICIAN'S CERTIFICATION OF FITNESS TO WORK

The Employee shall provide a statement from a physician substantiating an illness of five (5) consecutive working days and attesting to his/her fitness to work. Additionally, the College may require an Employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, or when the Vice President for or his/her designee has been given reason to believe that such Employee is (or is

ARTICLE XII      PHYSICIAN'S CERTIFICATION OF FITNESS TO WORK (Concluded)

not) suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties of his/her position. The Employee shall have the right to appeal the findings of such examination and submit findings from a physician of his/her choice at his/her expense. If there is a dispute between the findings of the two (2) physicians, the Employee shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the College and the individual Employee. The results of this third examination shall be binding upon the Employee, the Association, and the College.

ARTICLE XIII      SALARY SCHEDULE

- A. Except as provided in C., below, each Employee's annual salary shall be determined by the number of full months of adjusted bargaining unit seniority attained as of April 1 in each year of this agreement. Each month of adjusted bargaining unit seniority represents one step on the salary schedule set forth in Appendix A.
- B. Effective April 1, 1997, the salary figures in Appendix A shall be increased by the same rate as the percentage increase in the Consumer Price Index but within a range of no less than 2.5% and no more than 5.5% and minus a factor of .264. (This subtractive factor shall be applied even if the C.P.I. increase is less than 2.5%.) Effective April 1, 1998, the salary figures in effect for April 1, 1997, through March 31, 1998, shall be increased (and rounded to the nearest dollar) by the same rate as the percentage increase in the Consumer Price Index but within a range of no less than 2.5% and no more than 5.5% and minus a factor of .311. (This subtractive factor shall be applied even if the C.P.I. increase is less than 2.5%).
- C. If prior to increase on April 1 in any year of this agreement, an employee's salary exceeds the salary figure shown on the current year's schedule at his or her new step for the coming year, the employee shall not receive the salary shown on the schedule for the coming year as provided in A., above. Instead, the Employee's salary will be increased at the same rate the salary figures appearing in the salary schedule are increased for the coming year pursuant to B., above.
- D. The percentage increase required by B., above, shall be determined by the following formula:  $100 \times (Y1 - Y2) / Y2$  where Y1 equals the annual average of the Consumer Price Index for All-Urban Consumers (published by the Bureau of Labor Statistics; 1982-84 = 100) for the most recent past calendar year and Y2 equals the annual average of the Index for the calendar year preceding the most recent past calendar year.
- E. Adjusted bargaining unit seniority is defined as full-time performance of bargaining unit work as either a bargaining unit member, a member of a different bargaining unit who has been transferred to the bargaining unit, or a non-bargaining-unit member employed under CETA.
- F. Premium pay for the afternoon or night shift shall be nine (9) percent.

ARTICLE XIII SALARY SCHEDULE Concluded)

G. In each year of this agreement, each Employee with ten (10) or more years of adjusted bargaining unit seniority shall receive a longevity payment of \$100 plus \$20 for each year of adjusted bargaining unit seniority in excess of ten years. The payment shall be made in a separate check on the first pay of the month following the month in which the Employee's anniversary occurs.

ARTICLE XIV TARDINESS

An Employee who is late 5 to 15 minutes will be charged 15 minutes. An Employee late 16 to 30 minutes will be charged 30 minutes. Late 31 to 45 minutes will be charged 45 minutes, and late 46 to 60 minutes will be charged one (1) hour.

A. Habitual Tardiness

Habitual tardiness is grounds for suspension pending investigation toward dismissal.

B. Habitual Absence

Habitual absence without just cause in the opinion of the President is also grounds for suspension.

ARTICLE XV MISCELLANEOUS REGULATIONS

A. Leaving the Building

No Employee is permitted to leave the building for personal reasons during his/her regular working hours, or overtime, without the permission of his/her immediate supervisor.

B. Lunch Hour

Every Employee shall have one (1) hour for lunch. It should be taken when it can best be fitted into the work pattern and approximately half way through his/her shift.

C. Alcohol

Any Employee found under the influence of alcohol or with alcohol in his/ her possession on College property during his/her hours of employment may be immediately discharged.

D. Seniority of Employees Accepting a College Job Outside the Unit

A unit Employee who accepts another College position outside this bargaining unit shall retain unit seniority for one (1) year only and shall during that time receive preference in the filling of any open unit position.

If the Employee re-enters MCCCOPA after one year, consideration will be given to his/her institutional seniority for purposes of determining salary but in no case shall he/she receive a salary higher than the maximum salary for the position obtained.

E. Schedules

The normal five (5) day shift shall be 7.5 hours of work performed between 6:00 a.m. and 2:30 p.m. or 7:00 a.m. and 3:30 p.m., except for warehouse and mailroom Employees whose hours of work performed are between 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m., while the four (4) day work schedule for all Employees may be performed between 6:00 a.m. and 6:00 p.m. The College shall first offer a new work schedule assignment to the most senior Employee in the position within the classification at the specific work location. Should the most senior Employee refuse the new assignment of hours, it shall be offered to the next most senior Employee and so on, until the position is filled. Should none of these Employees accept the position on a voluntary basis, the College may assign the least senior Employee in the position within the classification at the work location to the new assignment of hours. New or vacant positions may be posted for times outside of those stated above, at the discretion of the College. However, all positions shall be a continuous 7.5 hour day. There shall be two 15-minute breaks, one (1) in the morning and one (1) in the afternoon, with the time to be arranged by the supervisor. There shall be one (1) paid break allowed for the first two (2) hours of overtime, to be taken at the beginning of that overtime period. There shall be one (1) break for every succeeding 3 hours overtime period. Regular working hours other than those above will be mutually agreed to.

F. Signing Procedures

Under no circumstances may an Employee sign a time record for another. In case of error in signing in or out, the Employee will call this to the attention of his/her supervisor who will assist in the correction. Any Employee signing a time record for another Employee, or otherwise falsifying a time record, shall be subject to immediate dismissal.

G. Employees shall be allowed use of the staff lounge.

H. If written reports are required by the College, up to ten (10) minutes shall be allowed for their completion.

I. The Association shall have the privilege of using College facilities provided they use the standard procedure to obtain their use.

J. A designated bulletin board will be available to the Association, as well as reasonable courier, mail and telephone service.

K. Appropriate outside clothing will be supplied to those Employees who are required to work outside under all weather conditions.

L. On April 1 of each year of this agreement, all Employees except the drafter shall receive a voucher to purchase nine (9) shirts, nine (9) pants and one (1) jacket. Employees shall purchase and wear uniforms of the same quality, grade, style, and color as determined by the College. Shop coats or coveralls shall be provided to those employees as deemed necessary by the College. Each employee is required to wear his/her uniform while at work, whether during regular work hours, overtime, or call-in unless otherwise directed by the supervisor. Such uniform shall be neat, clean, and in reasonable condition.

ARTICLE XV MISCELLANEOUS REGULATIONS (Concluded)

M. Ten (10) minutes shall be allowed at the end of each shift to lock up tools and wash up.

ARTICLE XVI FRINGE BENEFITS

A. Medical Care Plan

1. Effective January 1, 1994, and each year thereafter, the College shall provide each employee with the following options in selecting health insurance coverage or a cash benefit in lieu of such coverage:
  - a. Michigan Blue Cross/Blue Shield Blue Preferred Provider Program (PPO) with a \$5 co-pay prescription drug rider;
  - b. Health Alliance Plan (HAP); or
  - c. \$900 per year, payable in bi-weekly installments.
2. The coverage for which the College will contribute under the foregoing may be, at the employee's options, protection for (1) self alone or (2) self and family, including only spouse and eligible children 19 years of age and under, or (3) group coverage for qualified children over 19 years of age with the additional premium charge for such coverage to be paid by the employee as a payroll deduction. However, the College shall not be required to pay for two kinds of coverage for any employee, either as a subscriber or dependent. For newly enrolling employees, coverage shall begin after the prescribed waiting period of the provider selected.
3. The College shall pay the annual premium for the insurance option selected by an employee minus the amount, if any, by which the premium exceeds 104% of the amount contributed by the College in the preceding year for MVF-1 (with the \$1.25 prescription rider) for a faculty member in the same status. The difference between the premium and the College's contribution shall be paid by the employee by payroll deduction.
4. Each year the net savings created by the elimination of Blue Cross/Blue Shield MVF-1 as an option shall fund bonuses as determined by paragraph 5. The gross savings shall be calculated each year by subtracting an amount equal to the Board's contribution for PPO or HAP, as selected by the employee, for the year for each employee who selected MVF-1 in 1993 from an amount equal to the premium for MVF-1 (with the \$1.25 prescription rider) for the year but not to exceed an amount equal to 104% of the Board's contribution in the prior year for MVF-1 (with the \$1.25 prescription rider) for a faculty member of the same status. (In the event an employee's benefits cease during the year due to termination of employment or uncompensated leave of absence, the gross annualized savings otherwise attributable to the employee shall be prorated to the same extent that the period of the employee's eligibility for benefits in the year was less than a full year.) The net savings shall equal the gross savings minus the amount needed to fund the College's liability for pension and payroll taxes.



ARTICLE XVI      FRINGE BENEFITS (Continued)

A. Medical Care Plan (Continued)

5. Thirty (30) per cent of the net savings shall be divided equally among employees with 14 or more years of service as of April 1 each year. Twenty (20) per cent of the net savings shall be divided equally among the classification 4 and 5 employees who are required by the College to maintain a license or journeyman's card. The remainder of the net savings shall be divided equally among all employees. These bonuses shall be paid in a lump sum on December 1 each year.
6. An employee may elect to participate in a health care reimbursement account at his/her own expense.

B. Life Insurance

The College will provide each Employee with life insurance equal to three (3) times his/her base salary, rounded to the next thousand.

C. Accidental Death and Dismemberment

Insurance shall be provided for accidental death and dismemberment up to \$5,000.

D. Short-Term Sickness and Accident

The College shall provide Short-Term Sickness and Accident Insurance. Disability benefits of 70% of salary may commence on the sixth day of absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

E. Long-Term Disability

Monthly income benefits equal to 70% of the employee's basic monthly earnings are paid. The payment will be reduced by certain other periodic benefits to which the employee may be entitled. Benefits shall commence the 14th week of total disability and continue for the period of total disability. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretative bulletin by the Department of Labor, the following shall apply: if disability occurs at age 60 or before, benefits will cease at 65; if disability occurs after age 60, benefits will cease 5 years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for 12 months.

F. Travel Insurance

All employees shall have insurance coverage up to two (2) times their annual earnings while traveling on College business (with a maximum of \$50,000). This coverage is for personnel employed on a full-time basis only.

G. Prescription Allowance

All employees and their families are eligible for the prescription coverage provided by Article XVI.A..

H. Tax Sheltered Annuity

An Employee may authorize the College to deduct money from his/her bi-weekly pay and forward it to a tax-sheltered annuity plan of the Employee's choosing, provided the plan is also selected by at least four (4) other College Employees.

I. Tuition Waiver

The College shall provide Employees and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

J. Workers' Compensation

The Employer shall carry workers' compensation so that an Employee disabled from an injury or disease due to his/her employment may receive medical attention and weekly benefits. Such insurance shall cover all benefits required by the Michigan Workers' Compensation Act. In the event a MCCOPA Employee is entitled to benefits under the Workers' Compensation Act, the Employee shall receive the difference between the benefits received under Workers' Compensation and 70% of the Employee's current annual contract salary out of his/her accident and sickness insurance benefit.

K. Optical Insurance

Employees electing the option provided in A.1.a. or c., above, shall receive optical insurance equal to the Prudential Insurance Company's Optical Plan as outlined in Prudential's proposal of December 29, 1972. Employees electing the Health Alliance Plan shall receive the benefits provided by HAP's vision care rider.

L. Dental Expense Insurance

The College shall provide dental insurance for all Employees covered by this Agreement and their dependents who qualify giving benefits no less than Blue Cross/Blue Shield Insurance Company's dental plan and orthodontic benefits with the \$50 deductible and \$1,000 maximum non-orthodontic benefits.

M. Non-contributory Investment Plan

An amount as determined by the following table shall be provided by the College for each Employee:

<u>YEARS OF ADJUSTED B.U. SENIORITY</u>	<u>PERCENT OF BASE SALARY</u>
Eight.....	Two (2) Percent
Nine.....	Three (3) Percent
Ten.....	Four (4) Percent
Eleven or more.....	Five (5) Percent

ARTICLE XVII     AUTHORITY OF THE COLLEGE

The College, on its own behalf and on behalf of the electors of the College hereby retains and reserves unto itself, subject to the collective bargaining rights of its Employees with respect to wages, hours, and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this collective bargaining Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the College and its properties and facilities, and the activities of its Employees while they are on duty;
- B. To hire all Employees, determine their qualifications, discipline, demote or discharge, and to promote and transfer all such Employees;
- C. To make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the District's properties and facilities, and, after advance notice hereof to the Association and the Employees, to require compliance therewith;
- D. To determine the number and location of specific work assignments, the equipment and procedures to be used, the level of cleanliness or repair to be maintained, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE XVIII TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of April 1, 1996, and shall continue in full force through March 31, 1999, subject to conditions set forth herein.
- B. Either party may give written notice to the other of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.
- C. Collective bargaining meetings between the College and MCCCOPA may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the College and MCCCOPA.
- D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers.

COMMUNITY COLLEGE DISTRICT  
OF THE COUNTY OF MACOMB

MACOMB COUNTY COMMUNITY COLLEGE  
OPERATIONAL PERSONNEL ASSOCIATION

BY James M. Kelly  
James M. Kelly, Chairperson,  
Board of Trustees

BY Timothy P. Carrie  
Tim Carrie, President

BY Albert L. Lorenzo  
Albert L. Lorenzo, President

BY Jay Hackett  
Jay Hackett, Chief Negotiator

BY William J. MacQueen  
William J. MacQueen,  
Vice President for Human Resources

APPENDIX A - MCCOPA SALARY SCHEDULE 1996-97

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
0	19,964	21,717	23,468	23,812	25,220
1	20,023	21,793	23,555	23,899	25,310
2	20,082	21,870	23,643	23,987	25,400
3	20,141	21,946	23,730	24,074	25,490
4	20,200	22,022	23,817	24,162	25,580
5	20,259	22,098	23,905	24,249	25,670
6	20,317	22,175	23,992	24,337	25,760
7	20,376	22,251	24,079	24,424	25,850
8	20,435	22,327	24,167	24,512	25,940
9	20,494	22,404	24,254	24,599	26,030
10	20,553	22,480	24,341	24,687	26,119
11	20,612	22,556	24,429	24,774	26,209
12	20,671	22,632	24,516	24,862	26,299
13	20,730	22,709	24,603	24,949	26,389
14	20,789	22,785	24,691	25,036	26,479
15	20,848	22,861	24,778	25,124	26,569
16	20,907	22,938	24,865	25,211	26,659
17	20,965	23,014	24,953	25,299	26,749
18	21,024	23,090	25,040	25,386	26,839
19	21,083	23,166	25,127	25,474	26,929
20	21,142	23,243	25,215	25,561	27,019
21	21,201	23,319	25,302	25,649	27,109
22	21,260	23,395	25,389	25,736	27,199
23	21,319	23,471	25,477	25,824	27,289
24	21,378	23,548	25,564	25,911	27,379
25	21,437	23,624	25,651	25,999	27,469
26	21,496	23,700	25,739	26,086	27,559
27	21,555	23,777	25,826	26,173	27,649
28	21,613	23,853	25,913	26,261	27,739
29	21,672	23,929	26,001	26,348	27,829
30	21,731	24,005	26,088	26,436	27,918
31	21,790	24,082	26,175	26,523	28,008
32	21,849	24,158	26,263	26,611	28,098
33	21,908	24,234	26,350	26,698	28,188
34	21,967	24,311	26,437	26,786	28,278
35	22,026	24,387	26,525	26,873	28,368
36	22,085	24,463	26,612	26,961	28,458
37	22,144	24,539	26,699	27,048	28,548
38	22,203	24,616	26,787	27,136	28,638
39	22,262	24,692	26,874	27,223	28,728
40	22,320	24,768	26,961	27,310	28,818
41	22,379	24,845	27,049	27,398	28,908
42	22,438	24,921	27,136	27,485	28,998
43	22,497	24,997	27,223	27,573	29,088
44	22,556	25,073	27,311	27,660	29,178
45	22,615	25,150	27,398	27,748	29,268
46	22,674	25,226	27,485	27,835	29,358
47	22,733	25,302	27,573	27,923	29,448
48	22,792	25,379	27,660	28,010	29,538
49	22,851	25,455	27,747	28,098	29,627
50	22,910	25,531	27,835	28,185	29,717

-Continued-

SAFETY SHOES

Effective June 1, 1981, Macomb County Community College will reinstitute the policy of providing the MCCCOPA employees with an allowance toward the purchase of safety shoes. The following guidelines shall be in effect:

1. The allowance toward the purchase of safety shoes will not exceed \$60.00 in any twelve month period.
2. Michigan State Sales Tax will not be reimbursed.
3. No reimbursements will be permitted without prior approval of your immediate supervisor indicating the need for a new pair of safety shoes. Immediate supervisor shall be:

Ed Kohler for Plant Operations  
Bill Hill for Warehouse Operations

Steps to be followed to obtain your reimbursement:

1. Obtain your "Voucher" from your immediate supervisor.
2. Purchase an approved safety shoe.
3. Submit your receipt for the shoes and your "Voucher" to your immediate supervisor.
4. The immediate supervisor shall submit the receipts and approved voucher to the Accounting Department for approval.
5. Accounting will prepare a check for the amount of the reimbursement to the employee.

/s/ Robert A. Shankie  
Senior Vice President of Business

LETTER OF UNDERSTANDING

The parties agree that the reference to years of adjusted bargaining unit seniority in Article XVI.M. is to completed years of seniority. For example, the reference to eight years means the start of the ninth year of bargaining unit seniority.

For the Union:

/s/ Jerome Hackett

For the College:

/s/ William MacQueen

Letter of Agreement  
between  
Macomb Community College  
and  
Macomb County Community College Operational Personnel Association

By majority vote and subject to continuing administrative approval, the Employees in an operational unit may elect to take a 30 minute lunch period and leave work 30 minutes early. The Operational Units are as follows:

1. Electrical
2. Carpentry
3. Boilers
4. Plumbing
5. Grounds (1 Unit for each main campus)
6. Service (1 Unit for each main campus)
7. Warehouse including mailroom
8. Painting
9. Delta Console
10. Mechanics
11. Bookstores

For MCCCOPA:

/s/ Harold Miller

For the College:

/s/ William J. MacQueen

Letter of Agreement  
between  
Macomb Community College  
and  
Macomb County Community College Operational Personnel Association

The College will continue the practice of paying the overtime rate for Saturday work even though an Employee has taken one or more sick days during the week after learning that Saturday work has been scheduled, provided that this practice is not abused by using sick time as a day off. If after a period of one year from the date of this agreement, or thereafter, the College believes the practice has been abused, the practice will cease and overtime will be paid for Saturday work only if 37-1/2 hours have been worked during the week.

For MCCCOPA:

/s/ Harold Miller

For the College:

/s/ William J. MacQueen

Letter of Agreement  
between  
Macomb Community College  
and  
Macomb County Community College Operational Personnel Association

Effective April 1, 1995, an employee in a level 4 or 5 skilled-trade position whose annual salary for the contract year would otherwise be less than the maximum for the level of his position level shall be advanced one step on the salary schedule (Appendix A) for every three months of outside work experience directly related to his position up to a maximum of 60 steps. This advancement is in addition to the advancement provided by Article XIII.A.

For MCCCOPA

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/s/ Tim Carrie,  
President

For the College

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/s/ William J. MacQueen  
Vice President for  
Employee Relations



Memorandum of Understanding  
between  
Macomb Community College  
and

Macomb County Community College Operational Personnel Association

It is hereby agreed that the premium pay provision of Article XIII.D. of the master agreement shall apply to, and is limited to, a work shift commencing at 12 p.m. or later in a day.

For MCCCOPA:

/s/ Jerome Hackett  
President

For the College:

/s/ William J. MacQueen  
Vice-President for

TO: Arlen Lemke, Budget Director  
FROM: Peg MacTavish, Director of Human Resource Management  
RE: Shift Premium Payment - Console Operators  
DATE: March 11, 1988

It has been agreed that Console Operators, normally assigned to the afternoon or midnight shift, will receive shift premium pay when they are required to provide coverage on the day shift due to absence of the day shift operator.

cc: J. Hackett, President, MCCCOPA  
R. Kolcz, Director of Administrative Services  
C. Westrick, Environmental Systems Engineer  
E. Kohler, Superintendent of Plant Operations  
R. Shankie, V. P. for Business  
G. Peters, Director of Personnel  
Console Operators

Memorandum of Understanding  
between  
Macomb Community College  
and

Macomb County Community College Operational Personnel Association

It is the intent of the parties that the term "employees" used in Article XVI.A.5. is limited to persons employed in the bargaining unit prior to January 21, 1994, the date of ratification of the tentative agreement.

For the College

/s/ William MacQueen  
Vice President for  
Date: January 26, 1994

For MCCCOPA

/s/ Timothy Carrie  
President  
Date: January 27, 1994

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**APPENDIX A MCCOPA SALARY SCHEDULE**

	1998-99	1998-99	1998-99	1998-99	1998-99
	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL
	1	2	3	4	5
STEP					
0	20,959	22,799	24,638	24,998	26,477
1	21,021	22,879	24,730	25,090	26,571
2	21,083	22,959	24,821	25,182	26,666
3	21,145	23,039	24,913	25,273	26,760
4	21,206	23,119	25,005	25,365	26,855
5	21,268	23,199	25,096	25,457	26,949
6	21,330	23,280	25,188	25,549	27,044
7	21,392	23,360	25,280	25,641	27,138
8	21,454	23,440	25,371	25,733	27,232
9	21,516	23,520	25,463	25,824	27,327
10	21,578	23,600	25,555	25,916	27,421
11	21,639	23,680	25,647	26,008	27,516
12	21,701	23,760	25,738	26,100	27,610
13	21,763	23,840	25,830	26,192	27,705
14	21,825	23,920	25,922	26,284	27,799
15	21,887	24,000	26,013	26,375	27,894
16	21,949	24,080	26,105	26,467	27,988
17	22,010	24,161	26,197	26,559	28,082
18	22,072	24,241	26,288	26,651	28,177
19	22,134	24,321	26,380	26,743	28,271
20	22,196	24,401	26,472	26,835	28,366
21	22,258	24,481	26,563	26,926	28,460
22	22,320	24,561	26,655	27,018	28,555
23	22,382	24,641	26,747	27,110	28,649
24	22,443	24,721	26,838	27,202	28,743
25	22,505	24,801	26,930	27,294	28,838
26	22,567	24,881	27,022	27,386	28,932
27	22,629	24,961	27,114	27,477	29,027
28	22,691	25,042	27,205	27,569	29,121
29	22,753	25,122	27,297	27,661	29,216
30	22,815	25,202	27,389	27,753	29,310
31	22,876	25,282	27,480	27,845	29,405
32	22,938	25,362	27,572	27,936	29,499
33	23,000	25,442	27,664	28,028	29,593
34	23,062	25,522	27,755	28,120	29,688
35	23,124	25,602	27,847	28,212	29,782
36	23,186	25,682	27,939	28,304	29,877
37	23,248	25,762	28,030	28,396	29,971
38	23,309	25,842	28,122	28,487	30,066
39	23,371	25,923	28,214	28,579	30,160
40	23,433	26,003	28,305	28,671	30,254
41	23,495	26,083	28,397	28,763	30,349
42	23,557	26,163	28,489	28,855	30,443

**APPENDIX A MCCOPA SALARY SCHEDULE**

STEP	1998-99	1998-99	1998-99	1998-99	1998-99
	LEVEL	LEVEL	LEVEL	LEVEL	LEVEL
	1	2	3	4	5
43	23,619	26,243	28,580	28,947	30,538
44	23,681	26,323	28,672	29,038	30,632
45	23,742	26,403	28,764	29,130	30,727
46	23,804	26,483	28,856	29,222	30,821
47	23,866	26,563	28,947	29,314	30,915
48	23,928	26,643	29,039	29,406	31,010
49	23,990	26,723	29,131	29,498	31,104
50	24,052	26,803	29,222	29,589	31,199
51	24,113	26,884	29,314	29,681	31,293
52	24,175	26,964	29,406	29,773	31,388
53	24,237	27,044	29,497	29,865	31,482
54	24,299	27,124	29,589	29,957	31,577
55	24,361	27,204	29,681	30,048	31,671
56	24,423	27,284	29,772	30,140	31,765
57	24,485	27,364	29,864	30,232	31,860
58	24,546	27,444	29,956	30,324	31,954
59	24,608	27,524	30,047	30,416	32,049
60	24,670	27,604	30,139	30,508	32,143
61	24,732	27,684	30,231	30,599	32,238
62	24,794	27,765	30,323	30,691	32,332
63	24,856	27,845	30,414	30,783	32,426
64	24,918	27,925	30,506	30,875	32,521
65	24,979	28,005	30,598	30,967	32,615
66	25,041	28,085	30,689	31,059	32,710
67	25,103	28,165	30,781	31,150	32,804
68	25,165	28,245	30,873	31,242	32,899
69	25,227	28,325	30,964	31,334	32,993
70	25,289	28,405	31,056	31,426	33,088
71	25,351	28,485	31,148	31,518	33,182
72	25,412	28,565	31,239	31,610	33,276
73	25,474	28,646	31,331	31,701	33,371
74	25,536	28,726	31,423	31,793	33,465
75	25,598	28,806	31,514	31,885	33,560
76	25,660	28,886	31,606	31,977	33,654
77	25,722	28,966	31,698	32,069	33,749
78	25,784	29,046	31,790	32,161	33,843
79	25,845	29,126	31,881	32,252	33,937
80	25,907	29,206	31,973	32,344	34,032
81	25,969	29,286	32,065	32,436	34,126
82	26,031	29,366	32,156	32,528	34,221
83	26,093	29,446	32,248	32,620	34,315
84	26,155	29,527	32,340	32,711	34,410
85	26,216	29,607	32,431	32,803	34,504
86	26,278	29,687	32,523	32,895	34,598
87	26,340	29,767	32,615	32,987	34,693