

12/31/2000

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AGREEMENT

between the

**BOARD OF TRUSTEES
of the
COMMUNITY COLLEGE DISTRICT
of the
COUNTY OF MACOMB**

and the

**POLICE OFFICERS LABOR COUNCIL
(COMMAND OFFICERS)**

Macomb Community College

JANUARY 1, 1999 - DECEMBER 31, 2000



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AGREEMENT

THIS AGREEMENT, entered into this 19th day of October, 1999, between the Community College District of the County of Macomb, hereinafter referred to as the "College", and Police Officers Labor Council, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This agreement is entered into for the purpose of promoting harmonious relations between the College and the Union and establishing rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunity and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, martial status, race, creed, national origin, or political or Union affiliation.

The College and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION - EMPLOYEES COVERED

Section 1.0

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the College hereby recognizes the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the College in a bargaining Unit consisting of the Captain and all full-time Sergeants and Lieutenants, but excluding Public Service Officers, Police Officers and all other employees.

Section 1.1

The College will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or activity required by this Agreement, nor will the College encourage or discourage membership in the Union or any other organization.

Section 1.2 - Severability Clause

This Agreement is subject in all respects to the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any law or held illegal, void or invalid by a court of competent jurisdiction, such provision shall automatically be deleted without affecting the remaining provisions of the Agreement.

Section 1.3 - No Strike Clause

The Union recognizes that it is the responsibility of the employee to guard and protect the buildings, premises, materials, facilities and property of the College at all times and under all circumstances. The Union agrees that its members will faithfully discharge this responsibility and during the life of this Agreement that it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform the duties assigned to them. The Union further agrees, in the event of any controversy between the College and any other group or organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with orderly operations, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The College reserves the right to discipline (including discharge) any employee who violates this paragraph, except where protected by law. This section shall not be subject to the grievance procedure under this Agreement.

Section 1.4

The Union recognizes that it is the responsibility of the employees to familiarize themselves with the rules and regulations established by the College and to faithfully report all violations thereof. The Union agrees that employees shall discharge all duties assigned to them impartially and without regard to Union or non-union affiliation of any employee of the College, and that failure to do so constitutes sufficient cause for discipline up to and including discharge.

Section 1.5 - Waiver Clause

It is mutually agreed that this Agreement represents the complete agreement between the parties and any other matter outside of this Agreement which has not been incorporated by reference shall not be deemed a part of such Agreement. It is agreed that the College and the Union voluntarily and unqualifiedly waive any and all rights to negotiate on matters outside of this Agreement during the term hereof, even though a subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

AUTHORITY OF THE COLLEGE

Section 2.0

The College, on its own behalf and on behalf of the electors of the College, hereby retains 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 Act of 1965, 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, except as specifically limited or abrogated by the express terms and conditions of this collective bargaining agreement, including but without limiting the generality of the foregoing, the right:

Section 2.1

To the executive management and administrative control of the College and its properties and facilities, and to direct the work and activities of its employees while they are on duty;

Section 2.2

To hire all employees, determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;

Section 2.3

To establish 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 College's properties and facilities, and after advance notice hereof to the Union and the employees, to require compliance therewith;

Section 2.4

To determine the methods, means and number of personnel by which operations are to be conducted; the equipment and procedures to be used; the schedule of duties for each work assignment, and the starting and quitting time and the number of hours to be worked on each shift. If required by management, equipment necessary for the performance of duty shall be provided.

Section 2.5

Maintain efficiency of operations and take such actions as may be necessary to carry out the missions of the employer in cases of emergencies.

Section 2.6

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 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.

UNION SECURITY AND DUES DEDUCTION

Section 3.0

Membership in the Union is not compulsory. Regular employees have the right to join or not join and to maintain or discontinue their membership in the Union as they see fit. Neither the College nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in

this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 3.1

During the period of time covered by this Agreement, the College agrees to deduct from wages of any employees who are members of the Union, all Union membership dues and initiation fees uniformly required: provided however, that the Union presents to the College written authorization properly executed by each employee allowing such deductions and payments to the Union.

Section 3.2

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By Laws of the Union. Each employee Union member hereby authorizes the Union and the Board, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The College agrees during the period of this Agreement to provide this check-off service without charge to the Union.

Section 3.3

All employees in the Bargaining Unit who are not members of the Union shall, as a condition of continued employment, pay to the Union (the employee's exclusive collective bargaining representative) a representation fee which shall be limited to an amount of money equal to the Union's regular and usual dues paid by other employees in the Bargaining Unit who are members of the Union. For present employees, such payment shall commence thirty-one days following the effective date of this Agreement.

Section 3.4

For new employees, the payment shall start thirty-one days following the date of employment.

Section 3.5

Monthly agency fees and initial agency fees will be deducted by the College and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 3.6

Dues and agency fees as authorized and levied by the Secretary- Treasurer of the Union shall be for the administration and maintenance of this Agreement.

Section 3.7

The Union further agrees to indemnify and hold harmless the College, its officers and members of the Board of Trustees from any and all liabilities, losses, claims, damages

expenses resulting from actions taken by the College in compliance with this Article at the direction of the Union.

STEWARDS AND ALTERNATE STEWARDS

Section 4.0

The President of the Local shall serve as the Steward and the Vice President shall serve as the Alternate Steward.

Section 4.1

The Steward, or the Alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article may investigate and present grievances to the College, upon having requested permission from his supervisor to do so. The supervisor shall grant permission within reasonable time after the first hour of the shift for the Steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

Section 4.2

The Steward and Alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 4.3

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the College may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

SPECIAL CONFERENCES

Section 5.0

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and College or its designated representative upon the request of either party.

Section 5.1

Such meetings shall be between not more than three representatives of the College and not more than three representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in

special conferences shall be confined to those included in the agenda unless mutually agreed.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose pay for time lost in such special conferences.

Special conferences shall be scheduled within ten days after the request is made unless otherwise agreed.

GRIEVANCE PROCEDURE

Section 6.0

It is mutually agreed that all grievances, disputes or complaints arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

Informal Conference. Any employee having a complaint in connection with his employment shall present it to the College with the following understanding: Before initiating a grievance, the employee and/or the Steward must first discuss the matter orally with the Director of Administrative Services, hereinafter called the Director.

STEP 1. If not resolved in Informal Conference, the grievance shall be reduced to writing, signed by the employee and the Union Representative and presented to the Director within ten working days of the alleged grievance. The Director shall answer said grievance within ten working days of receipt of same.

STEP 2. If the grievance is not settled in Step 1, the Union may, within ten working days after the Director's answer, request a meeting with the Director to review the matter. Such meetings will be held within ten working days after the date of written request and the Director will render his decision within ten working days thereafter.

STEP 3. If the grievance is not settled in Step 2, the Union may, within ten working days after the answer of the Director, request a meeting with the Vice President for Business to review the matter. Such meetings will be held within ten working days after the date of written request and the Vice President for Business will render his decision within ten working days thereafter.

Section 6.1

The College and the Union may by mutual agreement extend the time limits of the grievance procedure.

Section 6.2

All grievances must be taken to the next step of the grievance procedure by the Union Steward within ten working days; otherwise the College's answer to the last step taken will be considered to be the final disposition of that particular grievance.

Section 6.3 - Class Action Grievance

Any grievance which involves more than one grievant may be filed by the Union as a class action grievance and will require only the signature of the Steward or Union Representative.

Section 6.4 - Work Days

Work days as expressed in this Article shall be Monday through Friday, excluding Saturdays, Sundays or Holidays.

ARBITRATION

Section 7.0

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within thirty days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing.

Section 7.1

The award of the Arbitrator shall be accepted as final and binding on the Union, 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 and if no fraud, collusion, or duress is present. The Union shall not then, by any other means, attempt to bring about a different resolution of the grievance.

Section 7.2

The fees and expenses of the Arbitrator shall be shared equally by the College and the Union. All other fees and expenses, including administrative fees, shall be assessed according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 7.3

It shall be the function of the Arbitrator, and the arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this Agreement.

Section 7.4

The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator's powers shall be limited to deciding whether the College or the Union has violated, misapplied or misinterpreted any of the express terms of the this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.

Section 7.5

The Arbitrator shall have no power to establish wage scales or change any wage.

Section 7.6

If the College disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability before hearing the merits of said grievance. If the Arbitrator finds that the grievance is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.

Section 7.7

It is understood and agreed that the interpretation of any policies of insurance or the provisions thereof shall not be subject to binding arbitration.

Section 7.8

An award of back pay shall not extend back more than thirty days prior to the date the grievance was first filed in writing.

Section 7.9

No decision of an Arbitrator in one case shall create a basis for a retroactive adjustment in any other case.

DISCIPLINE AND DISCHARGE

Section 8.0

The College shall not discipline or discharge any employee except for just cause. The College and the Union mutually subscribe to the doctrine of progressive discipline.

Section 8.1

Any disciplined or discharged employee will be allowed to discuss the discipline or discharge with the Steward and the College will make available an area for the discussion if requested before the disciplined or discharged employee is required to leave the property of the College. Upon request, the College or its designated representative will discuss the discipline or discharge with the employee and the Steward.

Section 8.2

Should a disciplined or discharged employee and the Steward consider the discipline or discharge to be improper, a grievance may be presented in writing through the Steward to the Director or designee within five working days of the discipline or discharge. If the decision is not satisfactory to the Union, the grievance shall be processed through the regular grievance procedure.

Section 8.3

In imposing any discipline on a current charge, the College will not take into account any prior disciplinary actions which occurred more than eighteen months previously except where there has been intervening disciplinary action.

WORK PERIODS

Section 9.0 - Normal Work Day

The normal work day shall be seven-and-one-half consecutive hours. Individual work schedules, including the starting and quitting time, will be established by the Director or designee. An employee may be required to change his/her shift at the discretion of the Director. Employees may exchange shifts by mutual agreement and with administrative approval.

Section 9.1 - Normal Work Week for Lieutenants

The normal work week shall consist of thirty-seven-and-one-half hours performed during a period beginning at 12:01 a.m. on Sunday and ending 168 hours thereafter.

Section 9.2 - Regular Work Week for Sergeant

The regular work-week for the position of Sergeant shall consist of 5 work-days, scheduled from Sunday through Saturday, which may be arranged in a 14-day cycle of 6 work-days, 3 leave-days, 4 work-days and 1 leave-day or, alternatively, 6 work-days, 2 leave-day, 4 work-days and 3 leave-days. These cycles are illustrated in Appendix C.

OVERTIME PAY AND COMPENSATORY TIME

Section 10.0 - Overtime

The College reserves the right to require its employees to work overtime.

Section 10.1 - Overtime Pay for Lieutenants

Overtime compensation shall be paid to Lieutenants at time and one-half for hours over 7-1/2 in one day or 37-1/2 in one week. Saturdays as such will be paid at time and one-half. Double time will be paid for Sundays and triple time for holidays.

Lieutenants on other than a Monday through Friday work week shall be paid overtime on their 6th and 7th day as per the Saturday and Sunday pay in the above paragraph.

Time paid shall be considered as time worked for the computation of overtime.

Section 10.2 - Overtime Pay for Sergeants

Overtime compensation shall be paid to Sergeants at time and one-half for all hours worked in excess of 7-1/2 hours in a regular work-day or on the 6th day worked in a week. Double time shall be paid for all hours on the seventh day worked in a week. Saturdays and Sundays shall not be treated differently than other days of the week for purposes of overtime compensation.

If a holiday listed in Section 14.0 falls on a Sergeant's regularly scheduled work-day, triple time shall be paid for all hours worked. No other holiday pay will be given. If a holiday falls on a regularly scheduled leave day, seven-and-one-half hours of straight-time pay shall be given to the Sergeant in lieu of additional time off. A Sergeant who is called to work on a holiday which falls on a regularly scheduled leave day shall receive triple time for all hours worked.

Section 10.3 - Pyramiding of Overtime

There shall be no pyramiding of overtime. However, an employee who works seven-and-one-half hours on the midnight shift or afternoon shift and works another full shift (except the day shift) in any one day shall receive shift premium pay for both shifts worked calculated on the straight-time rate.

Section 10.4 - Compensatory Time

Compensatory time will be equal to one-and-one-half hours for every one hour of overtime worked.

The compensatory time must be taken during the same pay period as when the overtime is worked or during the following four pay periods. Compensatory time worked must be recorded on the employee time card for the time period worked. Compensatory time taken must be recorded on the employee time card when taken. If compensatory time is not taken, the employee shall notate a time card to receive overtime pay.

It shall be the option of the employee to choose between overtime pay (time and one-half) and compensatory time; however, if the administrator determines that compensatory time cannot be granted, the employee must accept overtime pay for extra hours worked. The Supervisor shall determine when the compensatory time may be taken within the time specified above.

Section 10.5 Minimum Call-In Time

Minimum call-in time shall be two hours of overtime pay. This provision does not apply to hours worked which directly connect with an employee's regular shift and which could extend that shift by an earlier starting or later quitting time.

SENIORITY

Section 11.0

The Union shall represent all permanent and probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement.

Section 11.1

Upon entry into the bargaining unit, an employee shall serve a probationary period of twelve months. Seniority shall be granted from the date of entry into the Public Safety Department as a sworn police officer of any rank. Notwithstanding the above, the Union shall not represent probationary employees in cases of discipline or discharge unless the probationary employee is disciplined or discharged as the result of Union activity.

Section 11.2

In applying the seniority provisions, an employee transferred into the Public Safety Department from another department of the College shall be granted seniority from the date of entry into the Public Safety Department as a sworn police officer of any rank (departmental seniority) for the purpose of layoff, job elimination and rehire, but shall be granted total seniority (institutional seniority) for the purpose of fringe benefits.

Section 11.3

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

Section 11.4

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 day notice requirement shall be waived.

Section 11.5

Seniority shall be:

1. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
2. The College will keep the seniority list up to date and posted at all times and will provide the local Union with up-to-date copies at least every six months.

Section 11.6

Seniority shall be lost for any of the following reasons:

1. Quitting employment;
2. Discharge from employment unless the discharge is reversed;
3. Absence from work for any three consecutive working days without notifying the College of the reason for the absence and without an acceptable explanation for failing to notify the College.
4. He/she is not recalled from layoff within a period of time equal in length to his/her seniority, or one year, whichever is greater.

Section 11.7

The Stewards, notwithstanding their position on the seniority list, shall in the event of a layoff of any type be continued at work as long as there is a job in a covered classification which can be performed; and shall be recalled to work in the event of a layoff on the first open job in a covered classification which said steward can perform.

Section 11.8

All benefits as outlined by Federal and State regulations shall be afforded the employee either drafted, recalled to active duty, or called to summer camp training, with the stipulation that the employee return to duty as specified in the same regulations, including notification to the employer.

LAYOFF AND RECALL

Section 12.0

If the workforce is to be reduced, the College shall terminate the employment of any temporary or part-time employees of the same rank as the classification in which the reduction in work force is to occur. Probationary employees in the classification in which the reduction in work force is to occur shall be laid off before regular status employees in the classification regardless of seniority; however, probationary employees shall have the right to bump in the same manner as provided for regular status employees. The least senior employee within the classification in which the reduction is to occur shall be laid off unless he or she elects to bump the least senior employee in the next lower bargaining unit classification with less seniority, in which case the latter employee may elect to bump the least senior employee in the next lower bargaining unit classification with less seniority, who will then be laid off.

Section 12.1

Employees to be laid off for an indefinite period of time will be given at least sixty calendar days' notice of layoff.

Section 12.2

When the work force is increased after a layoff, employees will be recalled by classification according to seniority. Notice of recall shall be sent to the employee at his/her last known

address by registered or certified mail. If an employee fails to report for work within seven days from date of mailing of recall, he/ she shall be considered a quit. If an employee is not recalled within a period of time equal in length to his/her seniority or a one-year period, whichever is greater, shall not be considered on layoff, but his/ her employment shall be deemed to have terminated.

Section 12.3

Seniority records will be maintained at the Office of Human Resources and shall be available to the employee upon reasonable request.

VACATIONS

Section 13.0 - Eligibility

Employees must work a minimum of three months before being eligible for vacation. Vacation days must be earned before they can be taken.

Employees shall receive one vacation day for each month of service during the first one year of full-time employment with Macomb Community College. After one year of full-time employment, employees shall receive one and a quarter vacation days for each month of service. After two years of full-time employment, employees shall receive one and one-half vacation days for each month of service. After three years of full-time employment, employees shall receive one and three-fourths vacation days for each month of service.

Employees commencing work on or before the 15th day of the month shall be granted a full portion of the vacation eligibility for that month. Those beginning after the 15th shall be granted one-half of their vacation eligibility. Employees terminating work on or before the 15th of the month shall be granted one-half of their vacation eligibility for that month. Those terminating after the 15th shall be granted a full portion of their vacation eligibility.

There shall be a maximum accumulation of twelve vacation days for each employee during the first year of full-time employment and thereafter an employee will be permitted to accumulate up to twice the number of vacation days earned during the current vacation year.

An employee shall not be charged with loss of a vacation day when a paid holiday occurs during his/her vacation period.

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.

Section 13.1

Payroll checks issued during individual vacation periods may be handled in one of the following ways, as requested by the employee.

1. Held in the Accounting Office for the employee or his/her designated representative.
2. Mailed to an address submitted to the Accounting Office on or before the scheduled vacation period.
3. Deposited to the employee's bank account. For this purpose a mail deposit slip must be furnished Payroll on or before the scheduled period.

Section 13.2

Vacations will be granted in accordance with the needs of the College in maintaining efficiency of operations.

HOLIDAYS

Section 14.0 - Paid Holidays

The following days shall be paid holidays:

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

In the case of employees scheduled normally Monday through Friday, holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday. However, these provisions may be amended to conform to any present or future applicable State of Michigan statutes.

Section 14.1 Compensatory Time for Working on Easter

Employees who are required to work on Easter Sunday shall receive eight (8) hours of compensatory time. This time must be used within one (1) calendar year from the date earned and scheduled with the supervisor's approval.

RETIREMENT

Section 15.0

Retirement shall be consistent with adopted Board Policy.

NON-COMPENSABLE LEAVES OF ABSENCE

Section 16.0 - Eligibility

In order to qualify for childbirth, childcare, adoption, foster care, medical, and illness in immediate family leaves, an employee must have completed one year of continuous full-time employment with Macomb Community College. All other leaves must be preceded by two years of continuous service. During a leave of absence the employee shall not receive compensation or any fringe benefits except as provided below.

A leave of absence shall not be granted for a period exceeding one (1) year, except in the case of leave granted for military service, or illness under the terms of LTD coverage.

Requests for leaves of absence shall be submitted in writing to the Director of Personnel and Benefits at least one month prior to the effective date of leave (other than a childbirth/childcare, adoption, or foster care leave) except in an emergency. The President shall, within ten working days, advise the employee of his decision to grant or to deny the request for leave.

Leaves of absence may be granted for reasons of health, illness in the employee's immediate family, childbirth, childcare, adoption, and foster care, education, personal matters, or military obligations.

Section 16.1 Childbirth, ChildCare, Adoption, and Foster Care Leaves

Thirty days prior to the requested leave, an employee requesting a childbirth, childcare, adoption, or foster care leave must submit the request in writing along with a physician's verification of confinement (for childbirth) to the Director of Personnel & Benefits. An employee may be granted a Childbirth, Childcare, Adoption, or Foster Care leave of up to one year. There shall be no limitation on the length of time an expectant mother may continue to work, except that fitness to continue working during pregnancy shall be dealt with pursuant to the provisions of Sections 16.6 and 18.0 (Impaired Ability / Fitness to Work).

A union employee's position shall remain open for a period of twelve weeks. At or before the end of twelve weeks, the employee shall be eligible to return to his/her position without loss of status or benefits. An employee on childbirth, childcare, adoption, or foster care leave in excess of 12 weeks shall advise the Director of Personnel and Benefits thirty calendar days before he/she expects to return to College employ, and he/she may subsequently return to duty upon the availability of a suitable vacancy or may bid for a posted position.

The College's contribution to health insurance, dental, and optical insurance shall continue for twelve weeks for employees on childbirth, childcare, adoption, or foster care leave.

Section 16.2 Medical Leave

An employee requesting a Medical Leave of Absence must submit the request in writing along with a physician's verification of confinement to the Director of Personnel and

Benefits. An employee on Medical leave may return to duty upon presentation of a physician's certificate that the employee can return to full-time employment and is physically capable of performing all of the assigned duties. The length of a Medical Leave shall be determined by the length of confinement and the College shall have the right to fill the employee's position temporarily. The College shall have the right to verify the reason for the Medical Leave.

The employee may return to the same or redefined position at any time within one (1) year following the original date of the leave. If the leave exceeds one year, the College may fill the position permanently.

The College's contribution to health, dental, and optical insurance shall continue for employees on medical leave up to a maximum of one year; however, time limits may be extended by mutual agreement.

Section 16.3 Illness in the Immediate Family Leave

An employee requesting a non-compensable leave of absence for illness in the immediate family must submit the request in writing along with the Physician's Verification of Confinement to the Director of Personnel & Benefits and the College shall have the right to verify the medical reasons. (The term "Immediate Family" shall mean the parents, grandparents, grandchildren, brother, sister, children of the employee or employee's spouse, or other person who is domiciled with the employee.) The College shall have the right to post the employee's position after ninety calendar days, and the returning employee shall advise the Director of Personnel & Benefits thirty days before the expected return to College employ.

The College's contribution to health, dental, and optical insurance shall continue for twelve weeks for employees on leave for illness in the immediate family.

Section 16.4 Military Leave

Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

- 1) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks.
- 2) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- 3) Employees within the bargaining unit who shall be inducted into the Armed Forces of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provide

that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

Section 16.5 Educational Leave

An employee requesting a noncompensable leave of absence for educational purposes must submit the request in writing along with a plan of study, which shall include at least eight hours of course work per academic term, to the Director of Personnel and Benefits. The College shall have the right to post the employee's position after one semester has been completed. The returning employee shall advise the Director of Personnel and Benefits thirty days before the expected return to college employment and document all accomplishments while on leave. These documents must be supplied as soon as they are available. Failure to meet the terms of the educational leave may result in termination of employment.

Section 16.6 Return to Work

Except for medical leave, return to work will normally be preceded by at least thirty calendar days notice on the part of the employee and shall be conditioned upon the availability of a suitable vacancy at the time of the employee's intended return. Where no agreement is reached on the position to which the employee shall return, the employee may apply for any vacancy for which he/she is qualified. Any employee returning from a leave of absence and applying for a position shall be given consideration as an internal applicant. 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, when the Vice President for Human Resources has reason to believe that such employee is suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties and responsibilities of his/her position or when the employee claims to be unable to perform assigned work because of illness or disability. Said examination and subsequent report shall cover only the specific problem in question.

The employee shall have the right to appeal the findings of such examination and submit findings from a physician of employee's choice at employee's own expense. If there is a dispute between the findings of the two physicians, the employee or the employer shall have the right to request a third examination. In the absence of a mutually agreeable specialist (agreeable to the employer and the employee), this examination shall take place at one of the following hospitals: Ford Hospital; University of Michigan, Ann Arbor; Detroit Medical Center; or Mount Clemens General. The cost of this examination shall be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Union, and the College.

Section 16.7 Salary on Return from Leave

An employee returning from leave shall receive the benefits of any adjustments in salary which were made during his/her absence and which would have been applicable had there been no leave.

Section 16.8 Seniority While on Non-Compensable Leave of Absence

An employee shall not earn seniority while on a non-compensable leave of absence.

COMPENSABLE LEAVES OF ABSENCE

Section 17.0 - Reporting of Absences

Each employee shall be responsible for reporting all absence to the Immediate Supervisor and for filling out the appropriate forms.

Section 17.1 - Sick Days Allowance

Each employee shall be credited with one sick day for each month of service to the College. Sick days shall not accrue during any period of leave or extended disability. Such sick days shall be for personal sickness of the employee or for illness in his/her immediate family, the latter not to exceed five days per year during the life of this Agreement.

There shall be a maximum of forty accumulated sick days for each employee.

The College shall maintain a record of the employee's sick days.

Accumulated sick days may be used by the employee to avoid loss of pay for absences resulting from illness subject to the limitations of the short-term and long-term disability insurance.

Section 17.2 Bereavement

Each employee shall be allowed up to five bereavement days upon verification, if requested, for each bereavement when required in the case of death of a father, mother, grandparent, brother, sister, child or grandchild of the employee or his/her spouse. Bereavement days, other than for those above, may be approved by the Director of Personnel and Benefits with the recommendation of the area administrator or the Vice President for Business.

Section 17.3 Personal Business

An employee shall be granted personal business days not to exceed three days per year, non-accumulative. Such personal business days shall not be granted on days immediately previous to or immediately following College holidays and vacations. Exceptions in time

and number of days will be made only in special cases when recommended by the Director and approved by the Director of Personnel and Benefits.

Section 17.4 Professional Absences

Absences may be granted to attend professional meetings pertaining to the employee's work upon the recommendation of the Director and in accordance with College policies. Expenses approved in advance shall be reimbursed to the employee.

Section 17.5 Jury Duty

An employee who is requested to perform jury duty shall be excused from work for that purpose. In such cases the College shall pay the employee the differential between the employee's pay rate and that paid for jury duty. The employee shall give the College the opportunity to endeavor to have him/her excused from jury duty.

IMPAIRED ABILITY / FITNESS FOR WORK

Section 18.0

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, 1) prior to return from medical leave of absence, 2) when the Vice President for Human Resources or his designee has been given reason to believe that such employee is suffering from physical and/or mental illness or disability sufficiently serious as to impair the employee's ability to perform properly, or 3) when the employee claims to be unable to perform assigned work because of illness or disability. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of the employee's choice and at the employee's expense. If there is a dispute between the findings of the two physicians, the employee or the employer shall have the right to request a third examination. In the absence of a mutually agreeable specialist (agreeable to the employer and the employee), this examination shall take place at Henry Ford Hospital or the University of Michigan Hospital. The costs of this examination shall be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Union, and the College.

Section 18.1

In recognition of the importance of physical fitness to both the College and the employee, all employees shall undertake a reasonable, good faith effort to achieve and maintain physical fitness as measured by the College's standardized physical fitness tests, which will be established in consultation with the Union. Employees who fail to make this effort are subject to discipline including dismissal. The College pledges it will assist those employees who, in its judgment, are unable to meet these tests through their own reasonable, good faith efforts.

CONDITIONS OF EMPLOYMENT

Section 19.0 - Discrimination

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

Section 19.1 - Posting Vacancies

The Director of Personnel & Benefits shall prepare, publish, and distribute to the Union all notices of vacancies in the bargaining unit except vacancies under specially funded programs. However, the Union shall be notified of all such vacancies. Except in emergencies, vacancies shall remain open for ten calendar days. An emergency shall be defined as any vacancy that must be filled in less than ten calendar days subject to the approval of the Director of Personnel & Benefits and the Union Business Representative.

GENERAL

Section 20.0 - Safety Committee

The Union may petition the Director of Administrative Services for review of its safety concerns.

Section 20.1 - Records of Service

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance. The employee shall have access to his personnel file in accordance with applicable law.

Section 20.2 - Bulletin Board

The College will provide a bulletin board in Public Safety offices for the posting of seniority and vacation lists and for the use of the Union and the College. Only official notices are to be posted and must have the signature of the Union Business Representative or Steward. The Union shall promptly remove from Union bulletin boards, upon the request of the College, any material which is detrimental to the Union-College relationship.

Section 20.3 - Minimum Rest Periods

Employees shall normally be granted a minimum rest period of seven-and-one-half hours before having to report to duty.

Section 20.4 - Special Assignments

When it is necessary to add personnel to a given shift for a special assignment, overtime will be offered to bargaining unit employees on a rotating basis. However, the overtime assignment need not be offered on a rotating basis if, in the discretion of the Director the selection would not be in the best interest of the College.

Section 20.5

In discharging work responsibilities, each employee shall diligently, and to the best of his/her ability, carry out all assignments, directions, and responsibilities, and comply with all policies, procedures, rules and regulations, orders and practices of the College and the provisions of this Agreement.

FRINGE BENEFITS

Section 21.0 Insurance and Medical Benefits

The College will meet with the Union prior to selecting a different carrier for health, dental and optical insurance. Employees shall receive insurance and medical benefits as follows:

Section 21.1 Life Insurance

The College shall provide life insurance at triple the amount of the employee's annual salary, computed to the nearest thousand dollars. The employee may elect to purchase additional insurance at the rate offered the College, provided that any additional insurance shall be in units of one thousand dollars (\$1,000), subject to limitations imposed by the carrier, and that enrollment shall be limited to the month of February each year, with an effective date of March 1st each year. Only non-probationary employees shall be eligible to purchase additional insurance. Upon the attainment of age 65, and every five years thereafter, the amount of life insurance will be reduced by 33% of the amount in force. Such reductions shall become effective on the date of the change in age.

Section 21.2 Sickness and Accident Insurance

The employer shall provide sickness and accident insurance at seventy percent of the employee's salary less other applicable payments. Disability benefits may commence with the sixth day of accidental disability and the sixth day of disability due to illness.

Section 21.3 Long-Term Disability Insurance - Non-Contributory

The employer shall provide long-term disability insurance at seventy (70) percent of the employee's salary less other applicable payments. Disability benefits shall commence after thirteen consecutive weeks of total disability, as contained in the policy, providing such benefits are currently in effect. Long term disability benefits for employees who become disabled at age 60 or before will cease at age 65. If disability occurs after age 60, benefits will cease five years after disablement or at age 70, whichever is earlier.

Section 21.4 Accidental Death and Dismemberment Insurance - Non-Contributory

The employer shall provide accidental death and dismemberment insurance to a maximum of fifteen thousand dollars per employee. Upon the attainment of age 65, and every five years thereafter, the amount of accidental death and dismemberment insurance will be reduced by 33% of the amount in force. Such reductions shall become effective on the date of the change in age.

Section 21.5 Health Insurance

The College shall provide each employee with the following options in selecting health insurance coverage or a cash benefit in lieu of such coverages:

- 1) Michigan Blue Cross/Blue Preferred Provider Program (PPO) with a \$5 co-pay prescription drug rider;
- 2) Michigan Blue Cross/Blue Shield MVF-2 with Master Medical and \$1.00 or \$10.00 co-pay prescription drug rider at the employee's election (however, the College's contribution for this option shall be limited to an amount equal to its combined contribution under option a., above, for an employee in the same status);
- 3) Health Alliance Plan (HAP); or
- 4) \$900.00 per year payable in bi-weekly installments.

b. The coverage for which the College will contribute under the foregoing may be, at the employee's option, protection for (1) self alone or (2) self and family, including only spouse and eligible children. 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.

c. Section 21.5 may be reopened at the request of either party in the event national health care reform adversely affects the benefits provided under it. However, the College shall not be obligated to bargain over proposals which would result in an increase in cost to it.

Section 21.6 Workers' Compensation

The College shall carry Workers' Compensation insurance providing all benefits required by the Michigan Workers' Compensation Act. In the event an employee is entitled to benefits under the Workers' Compensation Act, the employee may exercise the option of being paid the difference between the benefits received under the Workers' Compensation Act and 100% of the member's current annual contract salary out of his/her accumulated sick leave allowance and/or vacation days, which shall be reduced prorata.

Section 21.7 Public Liability Insurance

The College shall provide Professional Public Liability Insurance in the amount of \$200,000 per employee, covering services rendered during the course of employment.

Section 21.8 Tuition Waiver

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

Section 21.9 Dental Insurance

The College shall provide dental insurance for all ~~Union~~ employees and their qualified dependents giving benefits no less than Blue Cross/Blue Shield Insurance Company's dental plan and orthodontic benefits with \$50 deductible, as currently in effect for other employee groups. The maximum dental insurance shall be one thousand dollars (\$1,000) per year per employee and/or dependent for non-orthodontic benefits.

Section 21.10 Optical Insurance

The College shall provide Optical Insurance for all employees and their qualified dependents giving benefits no less than Prudential Insurance Company's Optical Plan as outlined in Appendix E, and effective January 1, 1990, providing improved benefits.

Section 21.11 Non-Contributory Investment Plan

An amount as determined by the following tables shall be provided by the College for each employee covered by this agreement:

Years on College Payroll as a Full-Time Employee	Percent of Base Salary
Beginning of: 3rd year	2%
4th year	3%
5th year	4%
6th and each succeeding year	5%

Section 21.12 Uniform Cleaning Allowance

The College shall provide a uniform cleaning allowance of \$300 per year for employees required to wear a uniform while on duty.

COMPENSATION

Section 22.0

Effective January 1, 1999, the salary schedule shall be as follows:

CAPTAIN: \$56,745

LIEUTENANT: \$48,500

SERGEANT: \$43,074

Effective January 1, 2000, the figures in effect in 1999 shall be increased by the same rate as the percentage increase in the Consumer Price Index, as determined in Section 22.1, but within a range of no less than 2.5% minus the cost of additional longevity pay (.131%) and no more than 5.5% minus the cost of additional longevity pay (.135%).

Section 22.1

The percentage increase in the Consumer Price Index 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.

Section 22.2 Shift Differential

Employees required to begin their day before 8:00 a.m. or after 12 noon shall receive a shift differential of ten percent for those hours worked before 8:00 a.m. or after 12:00 noon. Shift differential is not paid when overtime compensation applies. There shall be no pyramiding of overtime.

Section 22.3 Temporary Assignment at higher level

In the event a Union Employee is directed to perform the duties of a higher level position on a temporary or interim basis, the employee will receive the rate of pay for the higher level position.

Section 22.4 Temporary Assignment at lower level

In the event a Union Employee is required to fill any lower salaried position on a temporary or interim basis, no downward salary adjustment will be made.

Section 22.5 Longevity

Employees with five or more full calendar years of service as a sworn officer at the College shall receive annually a longevity payment according to the following schedule:

5 years: .5% of base salary
10 years: 1.0% of base salary
15 years: 1.6% of base salary

This amount shall not be added to their base salary. This payment shall be made the second pay period of February.

TERMINATION AND MODIFICATION

Section 23.0

This Agreement shall be effective as of January 1, 1999, and shall continue in full force through December 31, 2000, subject to conditions set forth herein.

Section 23.1

Either party may give written notice to the other party of its desire to negotiate no later than sixty days prior to the expiration of this Agreement.

Section 23.2

Collective bargaining meetings between the College and the Union 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 the Union.

Section 23.3

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

Section 23.4

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 terms of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers the year and day first above written.

COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

POLICE OFFICERS LABOR COUNCIL

Christine Bonkowski
Christine Bonkowski
Chairperson, Board of Trustees

John Viviano 12-8-99
John Viviano
Labor Representative

Albert Lorenzo
Albert Lorenzo
President

Michael Moroschan 12/10/99
Michael Moroschan
Negotiator

William MacQueen
William MacQueen
Vice President for Human Resources

Joyce Chambers 12-8-99
Joyce Chambers
Negotiator

APPENDIX A

DEFINITION OF TERMS

1. **COLLEGE (INSTITUTIONAL) SENIORITY** - The length of time the employee works within any bargaining unit for the College.
2. **EMPLOYER** - Macomb Community College.
3. **FULL-TIME EMPLOYEE** - Those employees whose span of employment covers a calendar year and who work the hours specified in this Agreement.
4. **MASCULINE PRONOUN** - The use of the masculine gender in this Agreement always includes the feminine gender.
5. **OPEN POSITION** - Any position on the current staffing chart and not filled at the time.
6. **PART-TIME EMPLOYEE** - Any person working less than 30 hours per week performing the duties of a position as covered by this Agreement.
7. **PERSONAL BUSINESS DAY** - A paid work day granted an employee to take care of personal business which cannot be handled on regular days off or during evening hours.
8. **REGULAR STATUS** - A Union employee who has successfully passed the probationary period.
9. **REFERENCE TO BOARD, SPECIFIC ADMINISTRATORS OR SPECIFIC UNION OFFICIALS** - Any reference to the Board of Trustees or to particular administrators or specific Union officials by title shall, where not otherwise specified, include by implication "or a designated representative."
10. **TEMPORARY LAYOFF** - A layoff which shall be for a period exceeding five working days, but for which reemployment is intended at the end of the period.

APPENDIX B
 SERGEANTS' WORK SCHEDULE

	<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
WEEK 1	<u>Sergeant A</u>	<u>Sergeant A</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant B</u>	<u>Sergeant B</u>
WEEK 2	<u>Sergeant B</u>	<u>Sergeant A</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant B</u>	<u>Sergeant A</u>
WEEK 3	<u>Sergeant A</u>	<u>Sergeant A</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant B</u>	<u>Sergeant B</u>
WEEK 4	<u>Sergeant B</u>	<u>Sergeant A</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant B</u>	<u>Sergeant A</u>
WEEK 5	<u>Sergeant A</u>	<u>Sergeant A</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant B</u>	<u>Sergeant B</u>
WEEK 6	<u>Sergeant B</u>	<u>Sergeant A</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant A</u> <u>Sergeant B</u>	<u>Sergeant B</u>	<u>Sergeant A</u>

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