

6/30/99



AGREEMENT

between the

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

and the

POLICE OFFICERS LABOR COUNCIL



July 1, 1996– June 30, 1999

Macomb Community College

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

THIS AGREEMENT, entered into this 19th day of November, 1996, 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 promotion of harmonious relations between the College and the Union, the establishment of 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, marital status, race, creed, national origin, 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 all full-time Public Service Officers and Police Officers but excluding all Sergeants, Lieutenants, Director of Public Safety 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 auto-

RECOGNITION - EMPLOYEES COVERED - Concluded

Section 1.2 - Severability Clause (Concluded)

matically 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 here-of, 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.

AUTHORITY OF THE COLLEGE (Concluded)

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, not join, 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 represent-

UNION SECURITY AND DUES DEDUCTION (Concluded)

Section 3.3 (Concluded)

ative) 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 (31) days following the effective date of this Agreement.

Section 3.4

For new employees, the payment shall start thirty-one (31) 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 or 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

Employees classified as Public Service Officers may select a Public Service Officer to act as their steward. Employees classified as Police Officers may select a Police Officer to act as their steward. Each steward may act as the alternate of the other in the other's absence.

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

STEWARDS AND ALTERNATE STEWARDS (Concluded)

Section 4.1 (Concluded)

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 (3) representatives of the College and not more than three (3) 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.

Section 5.2

Special conferences shall be scheduled within ten (10) 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.

STEP 1. 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 must first discuss the matter orally with his shift supervisor.

STEP 2. If the matter is not so resolved, the Steward and/or the employee may discuss the complaint with the Director of Public Safety. If not resolved in this manner it shall be reduced to writing, signed by the employee and presented to the Director of Public Safety within ten (10) working days of the alleged grievance. The Director of Public Safety shall answer said grievance within ten (10) working days of receipt of same.

STEP 3. If the grievance is not settled in Steps 1 and 2, the Union may within ten (10) days after the Director of Public Safety's answer, request a meeting with the Director of Administrative Services to review the matter. Such meetings will be held within ten (10) working days after the date of written request and the Director of Administrative Services will render his decision within ten (10) 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 (10) working days; other-wise 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 (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service 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 Federal Mediation and Conciliation Service.

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 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.

ARBITRATION (Concluded)

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 30 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

DISCIPLINE AND DISCHARGE (Concluded)

Section 8.2 (Concluded)

of Public Safety within five (5) 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 (18) months previously.

WORK PERIODS

Section 9.0 - Normal Work Day

The normal work day for full-time employees shall be eight (8) consecutive hours. Individual work schedules, including the starting and quitting time, will be established by the immediate supervisor. An employee may be required to change his/her shift in the discretion of the Director of Public Safety. Employees may exchange shifts by mutual agreement and with supervisory approval.

Section 9.1 - Normal Work Week for Public Service Officers

The normal work week for Public Service Officers shall consist of forty hours performed during a period beginning at 12:01 a.m. on Sunday and ending 168 hours thereafter.

Section 9.2 - Normal Work Period for Police Officers

The normal work period for employees permanently or temporarily classified as Police Officers shall consist of twenty-eight days, twenty days of which shall be designated as duty days and eight days of which shall be designated as pass days. Although the designation of any day as a pass day is subject to the approval of the Director of Public Safety or his designee, the employee may request certain days for four of his/her pass days.

The Director of Public Safety or his designee may designate the remaining four days. The designation of pass days by employees shall be done on the basis of seniority.

OVERTIME PAY AND COMPENSATORY TIME

Section 10.0 - Overtime

The College reserves the right to require its employees to work overtime. As far as practicable, overtime assignments shall be equalized among employees on a rotating seniority basis.

OVERTIME PAY AND COMPENSATORY TIME (Concluded)

Section 10.1 - Overtime Pay for Public Service Officers

Time and one-half shall be paid for all time worked in excess of eight hours in any one day or forty hours in a work week. Double time shall be paid for all time worked on the seventh day worked in a work week.

Section 10.2 - Overtime Pay for Police Officers

Time and one-half shall be paid for all time worked in excess of eight hours in any one day and for all hours worked on a designated pass day which immediately follows a pass day which has not been worked or a duty day (including duty days from which an employee has been released due to holiday). Double time shall be paid for all hours worked on a designated pass day which immediately follows a designated pass day which has been worked.

Section 10.3 - Pyramiding of Overtime

There shall be no pyramiding of overtime. However, an employee who works eight hours on the midnight shift or afternoon shift and works a full second 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 in lieu of overtime pay shall be at the rate of one and one-half hours for every hour of overtime worked. It shall be the employee's option to take compensatory time, subject to administrative approval. The date on which the compensatory time is to be taken must be approved in advance by the supervisor and must fall within one month of the date on which the overtime was worked.

LAYOFF AND RECALL

Section 11.0

"Layoff" shall mean a reduction in the work force. In the event of a layoff, the College shall lay off in the following order: All temporary employees, then part-time employees, then probationary employees, then Public Service Officers, then Police Officers. The work force shall be reduced on the basis of least seniority within the classification affected by the lay off.

Section 11.1

Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days' notice of layoff.

LAYOFF AND RECALL (Concluded)

Section 11.2

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 fourteen (14) 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, his/ her employment shall be deemed to have terminated.

Section 11.3

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

VACATIONS

Section 12.0 - Eligibility

All regular full-time Employees shall earn vacation credits in accordance with the following schedule:

One Year Seniority Through Three Years Seniority = 1
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 1 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

Section 12.1

To be eligible for vacation, the employee must be a regular full-time employee and must have worked at least six (6) months. Upon the completion of six (6) 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 will not receive any vacation credit for that month; 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 twelve (12) months in any calendar year.

Vacation days earned through June 30th of any fiscal year must be taken prior to June 30 of the following year.

VACATIONS (Concluded)

Section 12.2

The selection of vacation dates shall be made on the basis of seniority within job classification twice a year. Separate choice sheets shall be posted for the classifications of Police Officer and Public Safety Officer on September 1 (for the period January through June) and March 1 (for the period July through December). Employees must designate their choice of vacation dates and return the sheets to the Director of Public Safety by October 15 or April 15, as the case may be. Selections shall be approved or rejected by November 1 or May 1.

Section 12.3

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

Section 12.4

Pay checks of employees on vacation may be distributed as follows upon request of the employee:

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

Section 12.5

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 12.6

Upon resignation, an employee will forfeit any accumulated vacation pay unless notice of intent to resign is given at least fourteen (14) calendar days prior to the effective date of resignation.

HOLIDAYS

Section 13.0 - Holiday Pay

Except as provided in Section 13.2, an employee shall receive eight (8) hours of straight-time pay in lieu of a day off for each of the holidays listed in Section 13.1 regardless whether the holiday falls on a duty day or a pass day. An employee shall also receive double-time pay for all hours worked on a holiday. The holidays listed in Section 13.1 may not be designated as pass days for employees permanently or temporarily classified as Police Officers, and are to be worked unless the employee is released for the day by the Director of Public Safety or his designee. All holiday releases shall be granted in seniority order and do not require the consent of the employee.

Section 13.1

New Year's Day	Good Friday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	December 24	Christmas Day
December 31		

Section 13.2 - Holidays during Vacation

If a holiday listed in Section 13.1 occurs during an employee's vacation, the employee shall not lose the holiday, but shall be granted a day off with pay.

Section 13.3

For holidays falling on a pass day or a duty day which has been worked, the straight-time pay required by Section 13.0 shall be paid on the first pay date in December. For holidays falling on a duty day from which the employee has been released or during a vacation period, the straight-time pay shall be paid on the appropriate biweekly pay date.

Section 13.4 - 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.

SENIORITY

Section 14.0

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.

SENIORITY (Continued)

Section 14.1

Persons hired as Police Officers or Public Service Officers shall serve a probationary period of twelve (12) months. Upon successful completion of the appropriate probationary period, an employee shall be entered on the seniority list of the unit and shall rank for seniority from the date the probationary period commenced. There shall be no seniority among probationary employees.

Section 14.2

Employees who have prior service in the Public Safety Department as a Cadet shall have their uninterrupted cadet service added to their seniority after completion of the probationary period. However, cadet service shall not be counted for purposes of retirement. Cadet service shall be credited at the rate of one (1) month of seniority for every two (2) months of cadet service.

Section 14.3

Notwithstanding Section 14.0 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 14.4

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 (6) months.

Section 14.5

An employee shall lose his seniority for the following reasons only:

1. He quits, retires, or receives a pension under the Retirement System.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for any three (3) consecutive working days without properly notifying the College. After such unreported absence, the College will send written notification to the employee by certified mail at his last known address that because of his unreported absence, he is

SENIORITY (Concluded)

Section 14.5 (Concluded)

considered to have resigned (voluntary quit) and is no longer in the employ of the College. Exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.

Section 14.6

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 14.7

For the first ninety (90) days from the date of assignment to a supervisory position, an employee may upon request voluntarily return to the bargaining unit in line with his accumulated seniority.

RETIREMENT

Section 15.0

Retirement shall be consistent with adopted Board Policy.

NON-COMPENSABLE LEAVES OF ABSENCE

Section 16.0 - Eligibility

The Director of Personnel & Benefits, or his/her designee, may in his/her discretion, grant a non-compensable leave of absence to an employee who has completed two (2) continuous years of service with the College and has compiled a satisfactory work record. A written request must be submitted at least thirty (30) days prior to the effective date of the requested leave.

Section 16.1 - Maternity/Child Care Leave

Upon written request to the Director of Personnel & Benefits, or his/her designee, an employee who is an expectant parent or who adopts a child shall be granted a Leave of Absence. Request for Maternity/ Child Care Leave will be submitted no later than thirty (30) calendar days prior to the beginning of the requested leave. However, an employee may request the leave along with a licensed Physician's Statement attesting to the need for such leave immediately. All practices and policies shall conform to applicable state and federal laws. An employee on Maternity/Child Care Leave may return to duty after birth of the child, upon presentation of a Physician's Certificate that

NON-COMPENSABLE LEAVES OF ABSENCE (Continued)

Section 16.1 - Maternity/Child Care Leave (Concluded)

the employee can return without detriment to his/her health. The returning employee shall advise the Director of Personnel & Benefits thirty (30) calendar days before he/she expects to return to College employ.

Section 16.2 - 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; provided 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 16.3 - Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 16.4 - Conditions of Leaves

- 1) A leave of absence shall be for a period not to exceed one (1) year.

NON-COMPENSABLE LEAVES OF ABSENCE (Concluded)

Section 16.4 - Conditions of Leaves (Concluded)

- 1) The employee must give the Office of Human Resources written notice of intent to return at least sixty (60) days prior to the expiration of the leave; Maternity/Child Care Leave, thirty (30) days. Failure to comply with this requirement shall be deemed a resignation on the part of the employee.
- 2) The period of leave of absence will not count toward the employee's seniority, except in cases involving leaves for elected Union positions and public offices.
- 4) Upon return from leave of absence, the employee will be given the same or similar job he/she held prior to the leave.

COMPENSABLE LEAVES OF ABSENCE

Section 17.0 - Sick Leave

Each employee shall earn one (1) day for each month worked for the personal illness or injury of said employee. There shall be a maximum of forty (40) accumulated sick days. Absences must be reported to a supervisor, if one is on duty, three (3) hours, or as early as possible, prior to the employee's regular starting time.

Section 17.1 - Funeral Leave

An employee will be excused from work up to five (5) days per year for the purpose of making funeral arrangements, attending funerals, and bereavement for deaths in the immediate family. However, additional days may be granted with the approval of the Director of Personnel & Benefits. Immediate family shall include spouse, children, father, mother, father-in-law, mother-in-law, brothers, sisters, grandchildren and grandparents.

Section 17.2 - Personal Leave Days

Each employee shall earn three (3) personal leave days per year, which shall not be cumulative from year to year. These days shall be made available to the employee on July 1 each year, but are subject to proration in the event of termination of employment or leave of absence. Personal leave days will not be granted on days immediately preceding or after College vacations and holidays.

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, prior to return from medical leave of absence, 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 to impair his/her ability to fulfill properly the duties of his/her position, or 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 his/her choice at his/her expense. If there is a dispute between the findings of the two (2) 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. 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, martial 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

CONDITIONS OF EMPLOYMENT (Concluded)

Section 19.1 - Posting Vacancies (Concluded)

for ten (10) calendar days. An emergency shall be defined as any vacancy that must be filled in less than ten (10) calendar days subject to the approval of the Director of Personnel & Benefits and the Union Business Representative.

Section 19.2 - Satisfactory Health

Prior to employment, all Employees shall present evidence of having completed satisfactorily a physical examination by the College physician at College expense.

Section 19.3

Persons selected for training to become a Police Officer must agree in writing to remain in the employ of the College as a Police Officer (or as a supervisory police officer) for a minimum of two years following certification. Breach of this agreement will result in liability for the actual cost of their training and the coverage of their positions during training.

GENERAL

Section 20.0 - Safety Committee

The Union may petition the College Safety Committee 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 the facility where employees hereunder are employed 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 the Steward for the Union. The Union shall promptly remove from such 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 eight (8) hours before having to report to duty.

GENERAL (Concluded)

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 of Public Safety, the selection would not be in the best interest of the College.

Section 20.5 - Patrol Cars

The College shall follow the Michigan State Police standards on patrol cars in effect as of August 15, 1989, provided however that if these standards are changed the College reserves the right to adopt different standards for itself.

Section 20.6

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

The College will meet with the Union prior to selecting a different carrier for health, dental, and optical insurance.

Section 21.1 - Medical Care Plan

1. Effective January 1, 1995, the Board shall provide each employee with the following options in selecting health insurance coverage or a benefit in lieu of such coverage:
 - a. Michigan Blue Cross/Blue Shield MVF-1 (with Master Medical and \$1.25 or \$10 co-pay prescription drug rider):
 - b. Michigan Blue Cross/Blue Shield Comprehensive Major Medical (CMM) with a \$100, \$250, or \$500 deductible and a \$10 co-pay prescription drug rider plus a cash/reimbursement benefit as defined in sub-paragraph 5 (cash/reimbursement benefit and \$250
 - c. and \$500 deductible options are not available to employees hired after December 31, 1994);
 - d. Michigan Blue Cross/Blue Shield Blue Preferred Provider Program (PPO) with a \$5 co-pay prescription drug rider plus a cash/reimbursement benefit of \$300 each year (cash/reimbursement benefit is not available to employees hired after December 31, 1994);

FRINGE BENEFITS (Continued)

Section 21.1 - Medical Care Plan (Continued)

- b. Health Alliance Plan (HAP) with coverage not less than that provided in 1988-89 plus a cash/reimbursement benefit of \$500 each year (cash/reimbursement benefit is not available to employees hired after December 31, 1994); or
 - c. A cash/reimbursement benefit of \$1,800 each year in lieu of any insurance. Proof of insurance is required for this option.
 2. The coverage for which the Board will contribute under the foregoing may be, at the employee's option, protection for (1) self alone, (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 Board 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 Board shall pay the annual premium for any insurance option selected by an employee hired before January 1, 1995, minus the amount by which the premium exceeds the amount contributed by the Board for that option in the preceding year, increased by a factor of 1.04. For an employee hired after December 31, 1994, the Board will contribute an amount equal to its contribution for option b. (with a \$100 deductible) for the year (as limited by a factor of 1.04). In both cases, the difference between the premium and the Board's contribution shall be paid by the employee by payroll deduction. In the event of a decrease in premium, the Board's contribution shall equal the premium unless or until the premium exceeds the Board's contribution in the year preceding the decrease increased by a factor of 1.04.
 4. An employee hired before January 1, 1995, who selects option b. shall be granted a credit equal to the Board's contribution for option a. (with the \$1.25 co-pay prescription rider) for the year. If the Board's contribution in a given year is less than that of the preceding year, the credit shall equal the credit granted in the preceding year.
 5. As designated by the employee, the cash/reimbursement benefit shall be paid in cash and/or as a credit to the employee's medical expense reimbursement account. The cash/reimbursement benefit for an employee selecting option b. for self alone shall equal 75% of the difference between the credit and the Board's contribution for the level of deductible selected in each year. The cash/reimbursement benefit for an employee selecting option b. for two-party or family coverage

FRINGE BENEFITS - (Continued)

Section 21.1 - Medical Care Plan (Concluded)

5. shall equal 50% of the difference between the credit and the Board's contribution for the level of deductible selected in each year. In both cases, payment in cash is limited each year to an amount equal to the cash/reimbursement benefit shown for an employee selecting option b. for self alone.

Section 21.2 - Life Insurance

The group insurance plan provided each full-time employee through Prudential Insurance Company, or approved comparable plan, shall include life insurance at three (3) times the Employee's basic annual salary, without over-time, rounded to the next thousand.

Section 21.3 - Accidental Death and Dismemberment

The College shall provide insurance for accidental death and dismemberment up to \$5,000 for each full-time Employee.

Section 21.4 - Short-Term Sickness and Accident

The College shall provide each full-time employee Short-Term Sickness and Accident Insurance. Disability benefits of 70% of salary may commence on the sixth (6th) day of absence from work because of illness, accident, or hospitalization. Benefits continue through the thirteenth (13th) week or end of disability, whichever occurs first.

Section 21.5 - Long-Term Disability

Monthly income benefits equal to seventy percent (70%) of each full-time Employee's basic monthly earnings are paid, subject to a maximum benefit of \$1,200. The payment will be reduced by certain other periodic benefits to which said employee may be entitled (as set forth in the Policy of Insurance). Such benefits for total disability shall commence with the fourteenth (14th) week of total disability and shall continue for the period of total disability or age sixty-five (65), whichever comes first.

Section 21.6 - Prescription Allowance

All full-time Employees and their families covered under the basic plan with Blue Cross-Blue Shield are eligible for Blue Cross-Blue Shield Prescription allowance. A maximum fee of \$1.25 will be charged for each drug or prescription obtained at a Blue Cross-Blue Shield participating pharmacy.

Section 21.7 - Tax Sheltered Annuity

The Tax Sheltered Annuity Plan selected by an employee shall be made available to the employee at his/her option, the cost of which shall be paid by the employee.

FRINGE BENEFITS - (Concluded)

Section 21.8 - Worker's Compensation

The College shall carry worker's 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 Worker's Compensation Act.

In the event an employee is entitled to benefits under the Worker's Compensation Act, the employee shall receive the difference between the Employee's current annual contract salary out of his/her accident and sickness insurance benefit.

Section 21.9 - Vision Care Expense Insurance

The College shall provide optical insurance for all full-time Employees and their dependents who qualify; giving benefits no less than Prudential Insurance Company's optical plan as outlined in Prudential's proposal of December 29, 1972.

Section 21.10 - Tuition Reimbursement

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.

Section 21.11 - Dental Insurance

The College shall provide dental insurance for all Employees covered by this Agreement and their dependents who qualify, giving benefits no less than Prudential Insurance Company's dental plan for Class A and Class B and orthodontic benefits with the \$50 deductible and \$500 non-orthodontic maximum per year per employee and/or dependent.

Section 21.12 - Uniform Cleaning Allowance

On July 1 of each year, employees shall receive a uniform cleaning allowance of \$300.00.

SALARY SCHEDULE

Section 22.0

The Salary Schedule shall be established in Appendix A and no new employee shall be hired except in accordance with the provisions of this schedule. Effective July 1, 1997, and July 1, 1998, the figures in effect for the classification of Public Service Officer in the year prior to July 1, 1997 and July 1, 1998, respectively, shall be increased by a percentage factor equal to the percentage increase in the Consumer Price Index, as determined below, but no less than 2.5% and no more than 5.5%. Effective July 1, 1997, and July 1, 1998, the figures in effect for the classification of Police Officer in the year prior to

SALARY SCHEDULE (Continued)

Section 22.0 (Continued)

July 1, 1997, and July 1, 1998, respectively, shall be increased by the percentage factor resulting from the addition of a) the percentage increase in the Consumer Price Index, as determined below, but no less than 2.5% and no more than 5.5%; and b) 2.5%.

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 and Y2 equals the annual average of the Index for the calendar year preceding the most recent past calendar year.

Section 22.1

Credit for work experience may be granted new hires, upon recommendation of the hiring supervisor, and subject to normal approving authorities.

Section 22.2

Premium pay for the afternoon or night shift shall be nine percent (9%).

Section 22.3

Employees who are certified as emergency medical technicians shall receive a premium of \$750 per annum, payable on July 1 of each year.

Section 22.4

An employee who has completed ten (10) years of full-time service at the College shall receive \$500.00 as longevity pay on the first pay date following the month in which his/her anniversary occurs.

TERMINATION AND MODIFICATION

Section 23.0

This Agreement shall be effective as of July 1, 1996, and shall continue in full force through June 30, 1999, 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 (60) days prior to the expiration of this Agreement.

Section 23.2

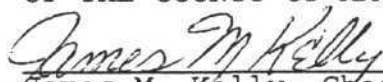
Collective bargaining meetings between the College and the Union may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications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

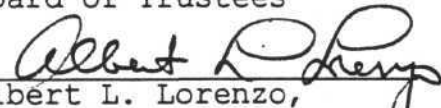
Section 23.3

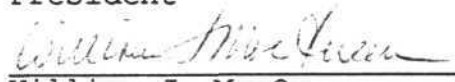
Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any terms of this Agreement.

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.

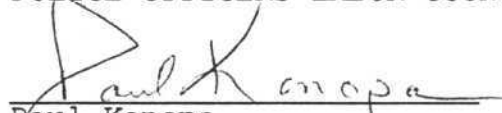
COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

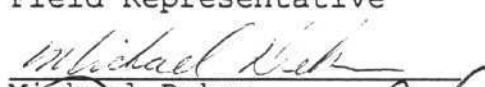

James M. Kelly, Chairperson,
Board of Trustees

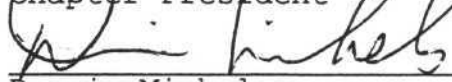

Albert L. Lorenzo,
President



William J. MacQueen
Vice-President for
Human Resources

POLICE OFFICERS LABOR COUNCIL


Paul Konopa
Field Representative


Michael Dekun
Chapter President


Dennis Michels
Chapter Vice President


E.J. Belmore
Chapter Secretary/Treasurer

APPENDIX A - Salary Schedule

Police Officer

	<u>Step 1</u> (0-1 yr)	<u>Step 2</u> (1-2 yrs)	<u>Step 3</u> (2-3 yrs)	<u>Step 4</u> (3-4 yrs)	<u>Step 5</u> (4+ yrs.)
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Effective date:

7/1/96	\$25,576	27,007	28,529	30,319	33,159
7/1/97	See Section 22.0				
7/1/98	See Section 22.0				

Public Service Officer

	<u>Step 1</u> 0-1 yr)	<u>Step 2</u> (1-2 yrs)	<u>Step 3</u> (2-3 yrs)	<u>Step 4</u> (3-4 yrs)	<u>Step 5</u> (4-5 yrs)	<u>Step 6</u> (5+yrs)
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Effective date:

7/1/96	\$18,702	19,899	21,165	22,516	24,102	26,360
7/1/97	See Section 22.0					
7/1/98	See Section 22.0					

NOTE: The term "year(s)" in each step of the schedule refers to years of experience directly related to the performance of duties as a Police Officer or Public Service Officer. It is understood that a newly hired employee shall be placed on the schedule at a step corresponding to the number of years of experience for which s/he is credited. E.g., an employee with three years of directly related experience shall be placed at Step 4. A newly hired employee without any experience shall be placed at Step 1. On July 1 of each year, each employee shall move to the next step.

APPENDIX B - Letters of Agreement

November 16, 1994

In order to have the most uniform policy on overtime assignments, the following procedures will be implemented when overtime is assigned:

1. If overtime is necessary as the result of a sick call, the overtime shall be offered to the officers working the preceding shift at the campus where the sick call affects the staffing on the campus. This will be done on a seniority basis.

2. If overtime is a result of a sick call and no personnel from the preceding shift at the affected campus want to work the overtime, the overtime shall be offered to personnel from the other campus. This will be done on a seniority basis. All effort will be made to fill the slot from the affected campus in order to reduce travel time between campuses.

3. If overtime is the result of a sick call, and all personnel from both campuses refuse the overtime, the least senior officer from the preceding shift at the affected campus shall be ordered to work the overtime. Whenever possible, this will be certified for certified and non-certified for non-certified.

4. In lieu of ordering the least senior officer to work an overtime assignment, supervision at their discretion may telephone off duty officers to fill the overtime assignment. This is strictly an option to be used at the discretion of the supervisor. However, if the supervisor elects to use this option then this will be done on a seniority basis.

5. If the overtime assignment is not the result of a sick call or there is more than an eight (8) hour interval between the overtime assignment and the sick call, the overtime will be offered on a rotating basis by department seniority.

6. If in the discretion of management a certified officer is needed to fill a certified position and all the previous condition have been met and no certified officer elects to work the overtime the following procedure may be implemented:

A Public Service Officer who is also a certified Police Officer may be asked to work the overtime as a certified Police Officer. This will be strictly voluntary. If a Public Service Officer is to fill an overtime assignment as a Certified Police Officer this will be done on a seniority basis. Affected campus first, other campus second. In the case of identical seniority dates, a coin toss will determine who gets the overtime.

7. Pre-scheduled overtime will be done on a rotating seniority basis. Pre-scheduled overtime is defined as, but not limited, overtime necessary for an upcoming event in which the need is known in advance of the event (presidential visits, board meetings, or any other situation that would require the necessary staffing of a shift.)

For the P.O.L.C.
s/ Paul Konopa

For the College
/s/ William J. MacQueen

APPENDIX B - Letters Of Agreement - Continued

November 16, 1994

A. Definitions:

1. Vacation Selections: Summer from May 1, thru Oct. 31 Winter from Nov. 1 thru April 30.
2. Vacation Days: May be taken in increments of one (1) to four (4) days with the permission of the immediate super-visor, and availability of manpower.
3. Vacation Periods: Shall be no less than five days per request and up to and including the maximum allowed depending on the Officer's individual seniority. The five days must be vacation days, and may include a combination of leave days not to exceed eight (8) in conjunction with the vacation period.

B. Consideration may be given to extra vacations being allowed while normal classes are not in session, i.e. May 15 thru August 14, mid semester breaks, and Christmas and New Years holidays.

C. Campuses shall be considered separate entities for the purpose of vacation period selections and no more than one PSO or Officer from the same shift and same campus shall be excused for the same vacation period. Note: See Paragraph B above.

D. Choice by seniority: Vacation periods shall be selected on a seniority basis, one choice per person, per round.

For the P.O.L.C.
/s/ Paul Konopa

For the College
/s/ William J. MacQueen

January 5, 1994

RE: Allowing Public Service Officers To Maintain Police Officer Certification

1. In order to maintain their Police Officer Certification, each eligible Public Safety Officer may work (1) day per month. This time is to be pre-scheduled by the Chief or his scheduling supervisor. However, upon mutual agreement, the time to be worked may be changed in accordance with manpower needs.

2. When working as a Certified Police Officer, each person will be paid at the appropriate step level of a Certified Police Officer for that time period worked.

3. This Letter of Agreement shall be in effect for a period of twelve (12) months and may be recinded by either party at any time. At the end of the twelve (12) month period, this letter may be renewed if both parties agree to same.

/s/ Gary Evans
Chief, M.C.C. Public Safety Dept.
/s/ Michael Dekun
President, M.C.P.O.A.
/s/ Richard Kolcz, Director
Administrative Services

cc: V.P. MacQueen
Dir, Adm Svc, R. Kolcz
Union File
Certified File
Walter Karczewski
Michael Barnes
Tim Wilk
Philip Santo

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