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6/30/92  
Extension 6/30/93



Macomb  
Community  
College

# AGREEMENT

between the

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

and the

**POLICE OFFICERS**  
**ASSOCIATION OF MICHIGAN**

*Macomb Community College*

LABOR AND INDUSTRY  
RELATIONS COLLECTION  
Michigan State University



July 1, 1989—June 30, 1992

Agreement  
between  
Macomb Community College

and

Police Officers Association of Michigan

July 1, 1989 - June 30, 1992

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AGREEMENT

THIS AGREEMENT, entered into this 20th day of March, 1990, between the Community College District of the County of Macomb, hereinafter referred to as the "College", and, Police Officers Association of Michigan, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This agreement 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 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, 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 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 (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 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 (10) 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 (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, or 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.

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 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.

HOURS AND WORK WEEK

Section 9.0 - Work Hours

The normal work week shall consist of 40 hours performed during a period beginning at 12:01 a.m. Sunday and ending 168 hours thereafter.

Section 9.1

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 9.2

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.

Section 9.3 - Overtime Pay

Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one (1) day or forty hours in a work week. Double time shall be paid for all time worked on the seventh (7th) day worked in a work week. There shall be no pyramiding of overtime.

Section 9.4 - Compensatory time

Compensatory time in lieu of overtime pay shall be at the rate of one and one-half (1 1/2) 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 (1) month of the date on which the overtime was worked.

Section 9.5

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

Section 9.6 - Overtime Rotation

Overtime assignments shall be made among employees as far as practicable on a rotating basis and equalized as far as practicable.

LAYOFF AND RECALL

Section 10.0

"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 10.1

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

Section 10.2

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 time equal in length to his/her seniority, his/her employment shall be deemed to have terminated.

Section 10.3

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

VACATIONS

Section 11.0 - Eligibility

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

One Year Seniority Through Three Years Seniority	One Day Per Month For Each Month Worked
Four Years Seniority Through Five Years Seniority	1-1/4 Days Per Month For Each Month Worked
More than Five Years Seniority	1-1/2 Days Per Month For Each Month Worked, Plus One Additional Day, Making A Total of Not More Than 19 Days
After Six Years Seniority	1-3/4 Days Per Month For Each Month Worked

Section 11.1

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.

Section 11.2 - Holidays

If a holiday listed in Section 12.1 occurs during an employee's particular vacation time off, such employee shall not lose the holiday but shall be granted a day off with pay.

Section 11.3

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 11.4

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

Section 11.5

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

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

Section 11.6

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 11.7

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

HOLIDAY PAY

Section 12.0

Except as provided in Section 11.2, 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 12.1 regardless whether the holiday falls on a duty day or a pass day. If a holiday falls on a duty day, the employee shall also receive double time pay for all hours worked.

Section 12.1

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

Section 12.2

For holidays falling on a pass day or a duty day which has been worked, the straight-time pay required by section 12.0 shall be paid on the first paydate 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 bi-weekly paydate.



SENIORITY

Section 13.0

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 13.1

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 13.2

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 13.3

Notwithstanding Section 13.0 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 13.4

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 13.5

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 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 13.6

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 13.7

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 14.0

Retirement shall be consistent with adopted Board Policy.

NON-COMPENSABLE LEAVES OF ABSENCE

Section 15.0 - Eligibility

The Director of Personnel, 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 15.1 - Maternity/Child Care Leave

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

Section 15.2 - 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 15.3 - 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 15.4 - Conditions of Leaves

- 1) A leave of absence shall be for a period not to exceed one (1) year.
- 2) The employee must give the Personnel Office 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.

- 3) 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 16.0 - 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 16.1 - 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. Immediate family shall include spouse, children, father, mother, father-in-law, mother-in-law, brothers, sisters, grandchildren and grandparents.

##### Section 16.2 - Personal Leave Days

Each employee shall be credited with three (3) personal leave days per year, non-cumulative. Personal leave may be granted to an employee for the

purpose of personal business which cannot be transacted at any time other than working hours. Personal leave days will not be granted on days immediately preceding or after College vacations and holidays. The use of personal leave must have the prior approval of the immediate supervisor.

#### FITNESS FOR WORK

##### Section 17.0

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 Director of Employee Relations 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 17.1

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 18.0 - 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 18.1 - Posting Vacancies

The Director of Personnel 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 (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 and the Union Business Representative.



Section 18.2 - 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 18.3

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 19.0 - Safety Committee

The Union may petition the College Safety Committee for review of its safety concerns.

Section 19.1 - 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 19.2 - 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 19.3 - Minimum Rest Periods

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report to duty.

Section 19.4 - 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 19.5 - 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.

FRINGE BENEFITS

Section 20.0

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

Section 20.1 - Health Insurance

The College shall provide each employee and his/her dependents with one of the following options of the employee's choosing: Michigan Blue Cross/Blue Shield MVF-1 with Master Medical Rider; Health Alliance Plan (HAP); or, in lieu of insurance coverage, a \$900.00 per year contribution to a tax-sheltered annuity (TSA), paid in bi-weekly installments. (For the period July 1, 1989, through June 30, 1990, the contribution to a TSA shall be limited to \$675.00.) The College shall not be required to pay for both Blue Cross/Blue Shield and Health Alliance Plan coverage for any employee, as either a subscriber or dependent.

Section 20.2 - 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 20.3 - Accidental Death and Dismemberment

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

Section 20.4 - 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 20.5 - Long-Term Disability

Monthly income benefits equal to seventy (70%) percent 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 20.6 - 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 BC/BS participating pharmacy.

Section 20.7 - 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.

Section 20.8 - 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 20.9 - 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 20.10 - 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 20.11 - 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 nonorthodontic maximum per year per employee and/or dependent.

Section 20.12 - Uniform Cleaning Allowance

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

SALARY SCHEDULE

Section 21.0

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.

Section 21.1

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

Section 21.2

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

Section 21.3

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

Section 21.4

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 22.0

This Agreement shall be effective as of July 1, 1989, and shall continue in full force through June 30, 1992, subject to conditions set forth herein.

Section 22.1

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 22.2

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.

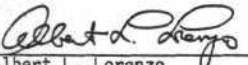
Section 22.3


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

  
Daniel J. McCafferty, Chairperson  
Board of Trustees

  
Albert L. Lorenzo  
President

  
William J. MacQueen  
Vice-President for  
Employee Relations

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Robert C. Wines  
Business Agent

  
Stanley A. Muszynski, Sr.  
Police Officer Steward

  
Roseann D. Hinebrook  
Public Service Officer Steward

APPENDIX A  
Salary Schedule  
Police Officer

	Step 1 (0-1 yr.)	Step 2 (1-2 yrs.)	Step 3 (2-3 yrs.)	Step 4 (3-4 yrs.)	Step 5 (4+ yrs.)
Effective 7-1-89	\$17,687	\$18,677	\$19,730	\$20,966	\$22,930
Effective 7-1-90	19,102	20,171	21,308	22,643	24,764
Effective 7-1-91	20,248	21,381	22,586	24,002	26,250

Public Service Officer

	Step 1 (0-1 yr.)	Step 2 (1-2 yrs.)	Step 3 (2-3 yrs.)	Step 4 (3-4 yrs.)	Step 5 (4-5 yrs.)	Step 6 (5+ yrs.)
Effective 7-1-89	\$14,022	\$14,918	\$15,869	\$16,882	\$18,070	\$19,763
Effective 7-1-90	14,583	15,515	16,504	17,557	18,793	20,554
Effective 7-1-91	15,166	16,136	17,164	18,259	19,545	21,376

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

Letter of Agreement  
between  
Macomb Community College  
and  
Police Officers Association of Michigan

Subject to the following terms and conditions, the parties agree to establish a 28-day schedule for a period equal to 6 consecutive 28-day periods, beginning March 4, 1990. It is understood that the 28-day schedule is entered into experimentally and that either party may request a return to the traditional scheduling practices upon the expiration of the trial period.

1. Employees classified as Police Officers will be divided into 3-person teams within their shift. The first person on the first team of a shift will be the person with the highest bargaining unit seniority, the first person on the second team of a shift will be the person with the next highest bargaining unit seniority, and so on. A schedule of duty days and pass days will be established for each team in each 28-day period.

2. 8 days in a 28-day schedule may be designated as pass days; all other days are duty 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 4 of his/her pass days. The Director of Public Safety or his designee may designate the remaining 4 days. The designation of pass days by employees shall be done on the basis of seniority.

3. Holidays listed in Section 12.1 of the master agreement may not be designated as pass days 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 on a rotating basis in seniority order and do not require the consent of the employee. Employees released on a holiday shall receive 8 hours of straight time pay.

4. The provisions of Section 9.3 of the master agreement requiring overtime pay for all hours worked in excess of 40 hours in a work week or on the seventh day worked in a work week shall not apply to work performed under the 28-day schedule. Instead, time and one-half shall be paid for all hours worked on a designated pass day which immediately follows a duty day (including duty days from which an employee has been released due to a holiday) or a pass day which has not been worked. 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.

5. This agreement does not apply to Public Service Officers and does not affect the College's right to determine an employee's assignment to shift, campus, or duties.

6. This agreement may be extended and/or modified by agreement of the parties.

For the P.O.A.M.

For the College

\_\_\_\_\_  
/s/Robert C. Wines

\_\_\_\_\_  
/s/William J. MacQueen

Date \_\_\_\_\_

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Tentative Agreement  
between  
Macomb Community College  
and  
Police Officers Association of Michigan

1. The parties agree that the collective bargaining agreement for the term July 1, 1989, through June 30, 1992, shall be extended through June 30, 1993.
2. Each step of Appendix A (for the period July 1, 1991, through

*7/6/30/93*  
*Extensions*

*Ma*

