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AGREEMENT

between the

MACOMB COMMUNITY COLLEGE

and the

**MACOMB COUNTY COMMUNITY COLLEGE
OPERATIONAL PERSONNEL ASSOCIATION**

Macomb Community College

April 1, 1993–March 31, 1996

Table of Contents

ARTICLE I	RECOGNITION	1
ARTICLE II	SENIORITY	3
ARTICLE III	HOURS OF WORK AND OVERTIME	6
ARTICLE IV	VACATIONS	8
ARTICLE V	HOLIDAYS	10
ARTICLE VI	JURY DUTY	10
ARTICLE VII	BIDDING FOR JOBS	11
ARTICLE VIII	SAFETY AND HEALTH	12
ARTICLE IX	GRIEVANCE PROCEDURES	13
ARTICLE X	DISMISSAL AND DISCIPLINARY ACTIONS	16
ARTICLE XI	LEAVES OF ABSENCE	16
ARTICLE XII	PHYSICIAN'S CERTIFICATION OF FITNESS TO WORK .	18
ARTICLE XIII	SALARY SCHEDULE	18
ARTICLE XIV	TARDINESS	19
ARTICLE XV	MISCELLANEOUS REGULATIONS	19
ARTICLE XVI	FRINGE BENEFITS	21
ARTICLE XVII	AUTHORITY OF THE COLLEGE	24
ARTICLE XVIII	TERMINATION AND MODIFICATION	25
APPENDIX A	. . . . .	26
SAFETY SHOES	. . . . .	30
Letters of Agreement	. . . . .	31
Memorandums of Understanding	. . . . .	32
Scheduling for the Student Community Center, Center Campus	. .	33
INDEX	. . . . .	34

ARTICLE I

RECOGNITION

- A. 1. This Agreement is made this 21st day of January, 1994, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the College) and the Macomb County Community College Operational Personnel Association (hereinafter called the Association) for the period described below.
2. The College recognizes the Macomb County Community College Operational Personnel Association as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representative" Case No. R 73 A-26, March 6, 1973, by the State of Michigan Labor Mediation Board, for all maintenance and operational employees including engineers, landscapers, electricians, carpenters, plumbers, steamfitters, custodians, mechanics, receiving clerks, painters and pipe coverers, masons, locksmiths, machine operators, assistant receiving clerks, mail clerks, preventive maintenancemen, utility lead men, skilled trades helpers, grounds foremen, custodial foremen, vehicle operators, cement masons, truck drivers, draftsmen, servicemen, groundsmen, warehousemen and tool room attendants, equipment repairmen, Delta Operators, excluding administrators, clerical employees, professional employees, faculty members, technical employees (other than as described above), guards, and supervisors.
- B. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the College and the Association. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provision of the Agreement. If any provision of this Agreement is held illegal, void, or invalid by a court of competent jurisdiction, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties hereto. This Agreement constitutes the total description of all wages, hours, benefits and conditions of employment of the members of the Bargaining Unit.
- C. The Association, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, sit-downs, boycott, or any unlawful acts that interfere with the College's operations. Any violation of the foregoing may be made a subject of disciplinary action and damage action, and this provision shall not be by way of limitation on the College's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.
- D. The direction of the working force, including the assignment of duties, shall be vested solely in the College and in the administrators designated by such College. The directions of the administrative staff shall be carried out subject to the right of any employee to file a grievance that such instruction or direction was in violation of this Agreement.

ARTICLE I

RECOGNITION (Continued)

E. Placement Committee:

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

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

ARTICLE I

RECOGNITION (Concluded)

F. (Concluded)

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

G. Scope of the Agreement

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

ARTICLE II

SENIORITY

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

B. Probationary Period

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

ARTICLE II

SENIORITY (Continued)

B. Probationary Period (Continued)

1. The College and the Association may by mutual agreement on an individual basis extend the probationary period for an additional thirty (30) calendar days.
2. There shall be no seniority among probationary Employees.
3. Probationary Employees will accumulate sick leave, vacation and personal business allowance during their probationary period, but may not utilize, or be entitled to such leave until attaining regular status.
4. Medical Insurance: Probationary employees are eligible for the medical care plan provided by Article XVI.A..
5. Workers' Compensation: Each Employee shall be covered by the applicable workers' compensation laws.
6. Evaluation: Written formal evaluations of probationary Employees will be made during their probationary period. An evaluation stating acceptable work at ninety (90) calendar days will constitute regular status for the Employee.
7. Upon completion of his/her probationary period, the Employee will be considered to have seniority computed from the first day of his/her employment.
8. Probationary Employees shall not be eligible for leaves of absence unless mutually agreed upon by the Association and the College.
9. Probationary Employees shall not be entitled to any fringe benefits except those listed in Article II, Section B.

C. Part-Time Help

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

D. Loss of Seniority

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

ARTICLE II

SENIORITY (Continued)

D. Loss of Seniority (Continued)

3. If the Employee terminates his/her employment.

E. Layoff and Reduction of Staff

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

Other than the foregoing exception, bumping with seniority will be the prime factor in any reduction of staff. The bumping Employee must be qualified for the position.

F. Temporary Layoffs

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

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

G. Military Services

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

H. Recalling of Employees

Employees being recalled from layoff shall receive two (2) weeks written notification sent to their last known address. Employees must report to work within two (2) weeks of the date of the notification and

ARTICLE II

SENIORITY (Concluded)

H. Recalling of Employees

failure to report to work shall result in the Employee's loss of seniority.

I. Protection

No person or persons shall perform any work that is included in the job description of an Employee of the Operational Association, except to train other Employees and in cases of emergency. An emergency is anything that may endanger the safety of the College Employees or students and cause undue damage to College property as determined by the President of the College or his/her designee. Exceptions can be made where College personnel cannot meet deadlines, or do not have proper equipment or tools to do certain jobs. This is not intended to restrict outside contracts except where this work is normally performed by unit Employees.

J. Seniority Records

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

ARTICLE III

HOURS OF WORK AND OVERTIME

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

A. Overtime

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

ARTICLE III

HOURS OF WORK AND OVERTIME (Continued)

B. Overtime Records

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

C. Temporary Assignment

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

D. Call-In and Call-Back Pay

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

E. Double Time

Double time will be paid when Employees are required to work on the following days:

Day before New Year's Day	New Year's Day	Good Friday
Memorial Day	Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving	
Day before Christmas	Christmas Day	Sundays

Employees who work on a Sunday or an approved holiday are entitled to double pay for the time worked. This has nothing to do with the regular amount that they and all other Employees received because of the day (nothing for Sundays, straight time for paid Holidays).

ARTICLE III

HOURS OF WORK AND OVERTIME (Concluded)

- F. 1. When the College determines, in conjunction with the Association, that it is appropriate, an Employee may be offered employment on a four-day schedule of nine and one-half hours daily. An Employee accepting this schedule waives his/her right to overtime pay except for hours worked in excess of 9.5 hours on any one day or for hours in excess of 38 in any one week. For the purpose of computing absences, vacations, sick days, etc., each 9-1/2 hour day shall be computed as 1.25 regular days.
2. The four-day schedule for an Employee may be terminated by either party after ten (10) work days notice of such intent, except the College may not use this provision as a reprisal to an Employee to terminate such schedule. Refusal of a present Employee to accept such an assignment shall not be the basis for disciplinary action.
3. All schedules of four-day employment are to be filed with the Employee Relations Office and with the Payroll Department.
4. An Employee who requests a four-day schedule shall receive a response from the appropriate member of the President's Council or his/her designee within thirty (30) days from receipt of said request.
5. Any week in which a paid holiday falls, all Employees will revert to a regular five (5) day schedule with holidays being off.

ARTICLE IV

VACATIONS

A. Eligibility

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

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

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

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

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

To be eligible for vacation, the Employee must be a regular full-time Employee and must have worked at least six months. Upon the completion of six months of service, such Employee shall earn vacation days beginning with his/her date of hire. Vacation days shall be earned on the basis of months worked. An Employee who works less than one-half of

ARTICLE IV

VACATIONS (Continued)

A. Eligibility (Concluded)

of the time in a calendar month, but works some time in that month, will receive one-half month credit; an Employee who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month. No Employee may receive credit for more than 12 months in any calendar year. Vacation days must be taken within two (2) years from the end of the fiscal year (June 30) in which they are earned.

B. Holidays

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

C. Vacation Schedules

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

The administrator shall review all desired schedules and individual choices and shall approve or reject them within thirty (30) days of receipt. Vacation requests will be granted in accordance with the needs of the College in maintaining efficiency of operations.

After a vacation schedule is approved it shall not be changed by the administrator or Employee except in situations of emergency. Emergency shall be defined as an immediate threat to the health or safety of Employees or students or to the facilities or properties of the College. Any change made under this paragraph should be accompanied by as much advance notice as possible.

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

Upon Request of the Employee:

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

E. Sick Leave During Vacation

If an Employee becomes hospitalized or totally disabled and presents a physician's statement that he/she was under care of a duly licensed physician during his/her vacation, he/she may submit an amended report of absence charging the days to his/her sick bank and reschedule his/

ARTICLE IV

VACATIONS (Concluded)

E. Sick Leave During Vacation (Concluded)

her vacation at a later date. In the event the disability continues for an extended period of time, the Employee may terminate his/her employment or request a medical leave of absence. Upon his/her termination or commencement of long-duration leave, he/she will have the option to be paid for any accumulated vacation days earned.

ARTICLE V

HOLIDAYS

A. Definition

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

New Year's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

December 24

Christmas Day

December 31

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

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

B. Eligibility

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

ARTICLE VI

JURY DUTY

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

A. Provisions

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

ARTICLE VII

BIDDING FOR JOBS

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

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

B. Eligibility

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

C. Instruction Period

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

D. New Positions

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

1. After the job has been classified in accordance with the schedule contained in Appendix A, at least the difference between the minimums of the classifications where the work has been slotted and the Employee's current classification shall be added to the Employee's salary. A greater amount may be added at the discretion of the College.

ARTICLE VII

BIDDING FOR JOBS (Concluded)

D. New Positions (Concluded)

2. The new salary shall be effective upon the approval date of the new classification or the date of performing the duties of said classification, whichever is later.

E. Reclassification

When an existing position is reclassified, the Employee filling that position shall receive a salary rate of not less than his/her salary at the time of reclassification. In the event the job of a currently employed employee is reclassified to a higher classification, at least the difference between the minimums of the new classification and the Employee's current classification shall be added to the Employee's salary. A greater amount may be added at the discretion of the College.

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

1. If an Employee accepts a position in a higher classification, his/her salary shall be increased at least by the difference between the minimums of the respective classifications. A greater amount may be added at the discretion of the College.
2. If an Employee accepts a position in a lower classification, his/her rate of pay shall be reduced by the difference in the minimums of the respective classifications, except that in no case shall the rate of pay exceed the maximum for the new classification.

G. Personnel File

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

ARTICLE VIII

SAFETY AND HEALTH

- A. If the College should require a physical examination as a condition of work, the College will assume the cost of such an examination.
- B. Unsafe Work : Should an Employee complain that his/her work is unsafe and unhealthy, the matter shall be investigated immediately by a representative of the College. If the matter is not adjusted satisfactorily, a grievance may be processed according to Article IX of these rules entitled "Grievance Procedures."
- C. Safety Committee: The College and the Association mutually recognize the importance of safe working conditions and practices and shall cooperatively work toward those ends. A joint committee of three (3) Employees appointed by the Association and three (3) administrators shall meet, upon the written request of either party, at a date, time and place mutually agreed upon, for the purpose of attempting to resolve safety problems and develop and recommend safe work practices. This provision shall not be subject to the grievance procedure.

ARTICLE IX

GRIEVANCE PROCEDURES

A. Definition

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

B. Time Limits

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

C. General Principles

1. A grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conferences pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. In the event that the Association fails to appeal a grievance or appeal a College answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer. In the event the College shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limits for exercising said appeal commencing with the expiration date of the College's grace period for answering.
6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The Arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. The College and the Association each shall bear the full costs for its representative counsel in the arbitration, and the costs of arbitration shall be borne equally by the parties.

ARTICLE IX

GRIEVANCE PROCEDURES (Continued)

D. Procedure

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

2. Written Procedure

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

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

3. Arbitration

- a. In the event the grievance is denied in Step II, the Association may appeal the decision within ten (10) days after receipt of such denial to binding arbitration. A copy of the appeal shall be sent to the Vice President for Employee Relations.
- b. The Arbitrator shall be selected under established procedures of the American Arbitration Association.
- c. Any Arbitrator selected must be a member in good standing of the National Academy of Arbitrators.
- d. The award of the arbitrator shall be accepted as final and binding on the Association, its members, the Employee or Employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion, or duress is present. The Association shall not then, by any other means, attempt to bring about a different resolution of the grievance.

3. Arbitration (Continued)

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

ARTICLE X

DISMISSAL AND DISCIPLINARY ACTIONS

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

ARTICLE XI

LEAVES OF ABSENCE

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

A. Eligibility

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

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

B. Leaves for Health Reasons

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

ARTICLE XI

LEAVES OF ABSENCE (Concluded)

C. Absences Allowed with Pay

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

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

D. Requests for Leaves

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

ARTICLE XII

PHYSICIAN'S CERTIFICATION OF FITNESS TO WORK

The Employee shall provide a statement from a physician substantiating an illness of five (5) consecutive working days and attesting to his/her fitness to work.

Additionally, the College may require an Employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, or when the Vice President for Employee Relations or his/her designee has been given reason to believe that such Employee is (or is not) suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties of his/her position. The Employee shall have the right to appeal the findings of such examination and submit findings from a physician of his/her choice at his/her expense. If there is a dispute between the findings of the two (2) physicians, the Employee shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the College and the individual Employee. The results of this third examination shall be binding upon the Employee, the Association, and the College.

ARTICLE XIII

SALARY SCHEDULE

- A. Except as provided in C., below, each Employee's annual salary shall be determined by the number of full months of adjusted bargaining unit seniority attained as of April 1 in each year of this agreement. Each month of adjusted bargaining unit seniority represents one step on the salary schedule set forth in Appendix A.
- B. Effective April 1, 1994, the figures appearing in the salary schedule shall be increased (and rounded to the nearest dollar) by the same rate as the percentage increase in the Consumer's Price Index, as determined in D., below, but by no less than 3.36% and no more than 4.325%. Effective April 1, 1995, the salary figures in effect for April 1, 1994, through March 31, 1995, shall be increased (and rounded to the nearest dollar) by the same rate as the percentage increase in the Consumer's Price Index, as determined below, but by no less than 3.622% and no more than 4.606%.
- C. If prior to increase on April 1 in any year of this agreement, an employee's salary exceeds the salary figure shown on the current year's schedule at his or her new step for the coming year, the employee shall not receive the salary shown on the schedule for the coming year as provided in A., above. Instead, the Employee's salary will be increased at the same rate the salary figures appearing in the salary schedule are increased for the coming year pursuant to B., above.
- D. The percentage increase required by B., above, shall be determined by the following formula: $100 \times (Y1 - Y2) / Y2$ where Y1 equals the annual average of the Consumer's 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.

ARTICLE XIII

SALARY SCHEDULE Continued)

- E. Adjusted bargaining unit seniority is defined as full-time performance of bargaining unit work as either a bargaining unit member, a member of a different bargaining unit who has been transferred to the bargaining unit, or a non-bargaining-unit member employed under CETA.
- F. Premium pay for the afternoon or night shift shall be nine (9) percent.
- G. In each year of this agreement, each Employee shall receive a longevity payment determined by the number of full years of adjusted bargaining unit seniority she/he has attained as of that date. The amount shall be as follows:

10 - 14 years	\$100.00
15 - 19 years	200.00
20 - 24 years	300.00
25 - 29 years	400.00
30 years	500.00

The payment shall be made in a separate check on the first pay of the month following the month in which the Employee's anniversary occurs.

ARTICLE XIV

TARDINESS

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

A. Habitual Tardiness

Habitual tardiness is grounds for suspension pending investigation toward dismissal.

B. Habitual Absence

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

ARTICLE XV

MISCELLANEOUS REGULATIONS

A. Leaving the Building

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

B. Lunch Hour

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

C. Alcohol

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

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

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

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

E. Schedules

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

F. Signing Procedures

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

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

ARTICLE XV

MISCELLANEOUS REGULATIONS (Concluded)

- I. The Association shall have the privilege of using College facilities provided they use the standard procedure to obtain their use.
- J. A designated bulletin board will be available to the Association, as well as reasonable courier, mail and telephone service.
- K. Appropriate outside clothing will be supplied to those Employees who are required to work outside under all weather conditions.
- L. On April 1 of each year of this agreement, all Employees except the drafter shall receive a voucher to purchase nine (9) shirts, nine (9) pants and one (1) jacket. Employees shall purchase and wear uniforms of the same quality, grade, style, and color as determined by the College. Shop coats or coveralls shall be provided to those employees as deemed necessary by the College. Each employee is required to wear his/her uniform while at work, whether during regular work hours, overtime, or call-in unless otherwise directed by the supervisor. Such uniform shall be neat, clean, and in reasonable condition.
- M. Ten (10) minutes shall be allowed at the end of each shift to lock up tools and wash up.

ARTICLE XVI

FRINGE BENEFITS

A. Medical Care Plan

- 1. Effective January 1, 1994, and each year thereafter, the College shall provide each employee with the following options in selecting health insurance coverage or a cash benefit in lieu of such coverage:
 - a. Michigan Blue Cross/Blue Shield Blue Preferred Provider Program (PPO) with a \$5 co-pay prescription drug rider;
 - b. Health Alliance Plan (HAP); or
 - c. \$900 per year, payable in bi-weekly installments.
- 2. The coverage for which the College will contribute under the foregoing may be, at the employee's options, protection for (1) self alone or (2) self and family, including only spouse and eligible children 19 years of age and under, or (3) group coverage for qualified children over 19 years of age with the additional premium charge for such coverage to be paid by the employee as a payroll deduction. However, the College shall not be required to pay for two kinds of coverage for any employee, either as a subscriber or dependent. For newly enrolling employees, coverage shall begin after the prescribed waiting period of the provider selected.
- 3. The College shall pay the annual premium for the insurance option selected by an employee minus the amount, if any, by which the premium exceeds 104% of the amount contributed by the College in the preceding year for MVF-1 (with the \$1.25 prescription rider) for a faculty member in the same status. The difference between

3. (Concluded)

the premium and the College's contribution shall be paid by the employee by payroll deduction.

4. Each year the net savings created by the elimination of Blue Cross/Blue Shield MVF-1 as an option shall fund bonuses as determined by paragraph 5. The gross savings shall be calculated each year by subtracting an amount equal to the Board's contribution for PPO or HAP, as selected by the employee, for the year for each employee who selected MVF-1 in 1993 from an amount equal to the premium for MVF-1 (with the \$1.25 prescription rider) for the year but not to exceed an amount equal to 104% of the Board's contribution in the prior year for MVF-1 (with the \$1.25 pre-scription rider) for a faculty member of the same status. (In the event an employee's benefits cease during the year due to termination of employment or uncompensated leave of absence, the gross annualized savings otherwise attributable to the employee shall be prorated to the same extent that the period of the employee's eligibility for benefits in the year was less than a full year.) The net savings shall equal the gross savings minus the amount needed to fund the College's liability for pension and payroll taxes.
5. Thirty (30) per cent of the net savings shall be divided equally among employees with 14 or more years of service as of April 1 each year. Twenty (20) per cent of the net savings shall be divided equally among the classification 4 and 5 employees who are required by the College to maintain a license or journeyman's card. The remainder of the net savings shall be divided equally among all employees. These bonuses shall be paid in a lump sum on December 1 each year.
6. An employee may elect to participate in a health care reimbursement account at his/her own expense.

B. Life Insurance

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

C. Accidental Death and Dismemberment

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

D. Short-Term Sickness and Accident

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

ARTICLE XVI

FRINGE BENEFITS (Continued)

E. Long-Term Disability

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

F. Travel Insurance

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

G. Prescription Allowance

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

H. Tax Sheltered Annuity

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

I. Tuition Waiver

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

J. Workers' Compensation

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

K. Optical Insurance

Employees electing the option provided in A.1.a. or c., above, shall receive optical insurance equal to the Prudential Insurance Company's

ARTICLE XVI

FRINGE BENEFITS (Concluded)

K. Optical Insurance (Concluded)

Optical Plan as outlined in Prudential's proposal of December 29, 1972. Employees electing the Health Alliance Plan shall receive the benefits provided by HAP's vision care rider.

L. Dental Expense Insurance

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

ARTICLE XVII

AUTHORITY OF THE COLLEGE

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

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

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

ARTICLE XVIII

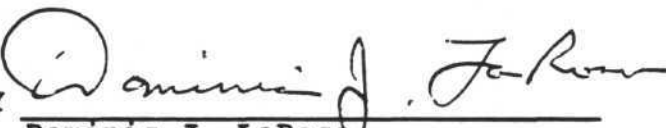
TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of April 1, 1993, and shall continue in full force through March 31, 1996, subject to conditions set forth herein.
- B. Either party may give written notice to the other of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.
- C. Collective bargaining meetings between the College and MCCCOPA may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the College and MCCCOPA.
- D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

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

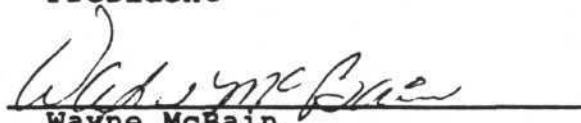
COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

MACOMB COUNTY COMMUNITY
COLLEGE OPERATIONAL
PERSONNEL ASSOCIATION

BY 
Dominic J. LaRosa
Chairperson, Board of Trustees

BY 
Tim Carrie
President

BY 
Albert L. Lorenzo
President

BY 
Wayne McBain
Chief Negotiator

BY 
William J. MacQueen
Vice President for Employee Relations

APPENDIX A (page 1 of 4)

MCCOPA SALARY SCHEDULE 1994-95

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
0	19,264	20,956	22,646	22,978	24,337
1	19,321	21,030	22,731	23,063	24,424
2	19,378	21,103	22,815	23,146	24,511
3	19,435	21,176	22,899	23,231	24,598
4	19,492	21,251	22,983	23,315	24,684
5	19,548	21,324	23,068	23,400	24,771
6	19,605	21,398	23,152	23,484	24,858
7	19,662	21,471	23,236	23,568	24,945
8	19,719	21,545	23,320	23,653	25,032
9	19,776	21,619	23,405	23,738	25,119
10	19,833	21,692	23,489	23,821	25,205
11	19,890	21,766	23,573	23,906	25,292
12	19,946	21,839	23,657	23,991	25,379
13	20,003	21,913	23,742	24,075	25,466
14	20,060	21,987	23,826	24,159	25,553
15	20,117	22,060	23,910	24,244	25,639
16	20,174	22,134	23,994	24,328	25,726
17	20,231	22,207	24,079	24,413	25,813
18	20,288	22,281	24,164	24,497	25,900
19	20,344	22,355	24,247	24,581	25,987
20	20,401	22,428	24,332	24,666	26,074
21	20,458	22,501	24,416	24,751	26,160
22	20,515	22,576	24,500	24,834	26,247
23	20,572	22,649	24,584	24,919	26,334
24	20,629	22,723	24,669	25,004	26,421
25	20,685	22,796	24,753	25,088	26,508
26	20,742	22,869	24,837	25,172	26,595
27	20,799	22,944	24,921	25,257	26,681
28	20,856	23,017	25,006	25,341	26,768
29	20,913	23,091	25,090	25,426	26,855
30	20,970	23,164	25,174	25,509	26,942
31	21,027	23,237	25,258	25,594	27,029
32	21,083	23,312	25,343	25,679	27,115
33	21,140	23,385	25,428	25,762	27,201
34	21,197	23,459	25,511	25,847	27,288
35	21,254	23,532	25,596	25,932	27,375
36	21,311	23,606	25,680	26,016	27,462
37	21,368	23,680	25,765	26,100	27,549
38	21,424	23,753	25,848	26,185	27,635
39	21,481	23,827	25,933	26,269	27,722
40	21,538	23,900	26,017	26,354	27,809
41	21,595	23,974	26,102	26,438	27,896
42	21,652	24,048	26,185	26,522	27,983
43	21,709	24,121	26,270	26,607	28,069
44	21,766	24,195	26,354	26,692	28,156
45	21,822	24,268	26,438	26,775	28,243

APPENDIX A (page 2 of 4)

MCCOPA SALARY SCHEDULE 1994-95

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
46	21,879	24,342	26,522	26,860	28,330
47	21,936	24,416	26,607	26,945	28,417
48	21,993	24,489	26,691	27,029	28,504
49	22,050	24,562	26,775	27,113	28,590
50	22,107	24,637	26,860	27,198	28,677
51	22,163	24,710	26,944	27,282	28,764
52	22,220	24,784	27,029	27,367	28,851
53	22,277	24,857	27,112	27,451	28,938
54	22,334	24,930	27,197	27,535	29,025
55	22,391	25,005	27,281	27,620	29,111
56	22,448	25,078	27,366	27,704	29,198
57	22,505	25,152	27,449	27,788	29,285
58	22,561	25,225	27,534	27,873	29,372
59	22,618	25,298	27,618	27,957	29,459
60	22,675	25,373	27,703	28,042	29,545
61	22,732	25,446	27,786	28,126	29,632
62	22,789	25,520	27,871	28,210	29,719
63	22,846	25,593	27,955	28,295	29,806
64	22,903	25,666	28,040	28,380	29,893
65	22,959	25,741	28,123	28,463	29,980
66	23,016	25,814	28,208	28,548	30,066
67	23,073	25,888	28,293	28,633	30,153
68	23,130	25,961	28,376	28,717	30,240
69	23,187	26,035	28,461	28,801	30,327
70	23,244	26,109	28,545	28,886	30,413
71	23,300	26,182	28,630	28,970	30,499
72	23,357	26,256	28,713	29,054	30,586
73	23,414	26,329	28,798	29,139	30,673
74	23,471	26,403	28,882	29,223	30,760
75	23,528	26,477	28,967	29,308	30,847
76	23,585	26,550	29,050	29,392	30,934
77	23,642	26,623	29,135	29,476	31,020
78	23,698	26,697	29,219	29,561	31,107
79	23,755	26,771	29,304	29,646	31,194
80	23,812	26,845	29,387	29,729	31,281
81	23,869	26,918	29,472	29,814	31,368
82	23,926	26,991	29,557	29,898	31,455
83	23,983	27,066	29,641	29,983	31,541
84	24,039	27,139	29,725	30,067	31,628
85	24,096	27,213	29,809	30,151	31,715
86	24,153	27,286	29,894	30,236	31,802
87	24,210	27,359	29,978	30,321	31,889
88	24,267	27,434	30,062	30,404	31,975
89	24,324	27,507	30,146	30,489	32,062
90	24,381	27,581	30,231	30,574	32,149
91	24,437	27,654	30,314	30,658	32,236

APPENDIX A (page 3 of 4)

MCCOPA SALARY SCHEDULE 1994-95

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
92	24,494	27,727	30,399	30,742	32,323
93	24,551	27,802	30,483	30,827	32,410
94	24,608	27,875	30,568	30,911	32,496
95	24,665	27,949	30,651	30,996	32,583
96	24,722	28,022	30,736	31,080	32,670
97	24,778	28,096	30,820	31,164	32,757
98	24,835	28,170	30,905	31,249	32,844
99	24,892	28,243	30,989	31,334	32,930
100	24,949	28,317	31,073	31,417	33,017
101	25,006	28,390	31,158	31,502	33,104
102	25,063	28,464	31,242	31,587	33,191
103	25,120	28,538	31,326	31,671	33,278
104	25,176	28,611	31,410	31,755	33,365
105	25,233	28,684	31,495	31,840	33,451
106	25,290	28,758	31,579	31,924	33,538
107	25,347	28,832	31,663	32,009	33,624
108	25,404	28,906	31,747	32,092	33,711
109	25,461	28,979	31,832	32,177	33,798
110	25,518	29,052	31,916	32,262	33,885
111	25,574	29,126	32,000	32,345	33,971
112	25,631	29,200	32,084	32,430	34,058
113	25,688	29,274	32,169	32,515	34,145
114	25,745	29,347	32,252	32,599	34,232
115	25,802	29,420	32,337	32,683	34,319
116	25,859	29,495	32,422	32,768	34,405
117	25,915	29,568	32,506	32,852	34,492
118	25,972	29,642	32,590	32,937	34,579
119	26,029	29,715	32,674	33,021	34,666
120	26,086	29,788	32,759	33,105	34,753
121	26,143	29,863	32,843	33,190	34,840
122	26,200	29,936	32,927	33,275	34,926
123	26,257	30,010	33,011	33,358	35,013
124	26,313	30,083	33,096	33,443	35,100
125	26,370	30,156	33,180	33,528	35,187
126	26,427	30,231	33,264	33,612	35,274
127	26,484	30,304	33,348	33,696	35,360
128	26,541	30,378	33,433	33,781	35,447
129	26,598	30,451	33,517	33,865	35,534
130	26,654	30,525	33,601	33,950	35,621
131	26,711	30,599	33,686	34,034	35,708
132	26,768	30,672	33,770	34,118	35,795
133	26,825	30,745	33,855	34,203	35,881
134	26,882	30,819	33,938	34,287	35,968
135	26,939	30,893	34,023	34,371	36,055
136	26,996	30,967	34,107	34,456	36,142
137	27,052	31,040	34,191	34,540	36,229

APPENDIX A (page 3 of 4)

MCCOPA SALARY SCHEDULE 1994-95

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
138	27,109	31,113	34,275	34,625	36,316
139	27,166	31,187	34,360	34,709	36,402
140	27,223	31,261	34,444	34,793	36,489
141	27,280	31,335	34,528	34,878	36,576
142	27,337	31,408	34,612	34,963	36,663
143	27,394	31,481	34,697	35,046	36,750
144	27,450	31,556	34,781	35,131	36,835
145	27,507	31,629	34,865	35,216	36,922
146	27,564	31,703	34,949	35,300	37,009
147	27,621	31,776	35,034	35,384	37,096
148	27,678	31,849	35,119	35,469	37,183
149	27,735	31,924	35,202	35,553	37,270
150	27,791	31,997	35,287	35,637	37,356
151	27,848	32,071	35,371	35,722	37,443
152	27,905	32,144	35,456	35,806	37,530
153	27,962	32,217	35,539	35,891	37,617
154	28,019	32,292	35,624	35,975	37,704
155	28,076	32,365	35,708	36,059	37,790
156	28,133	32,439	35,793	36,144	37,877

SAFETY SHOES

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

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

Ed Kohler for Plant Operations
Bill Hill for Warehouse Operations

Steps to be followed to obtain your reimbursement:

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

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

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

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

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

For MCCCOPA:

/s/ Harold Miller

For the College:

/s/ William J. MacQueen

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

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

For MCCCOPA:

/s/ Harold Miller

For the College:

/s/ William J. MacQueen

Memorandum of Understanding
between
Macomb Community College
and

Macomb County Community College Operational Personnel Association

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

For MCCCOPA:

/s/ Jerome Hackett
President

For the College:

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

TO: Arlen Lemke, Budget Director

FROM: Peg MacTavish, Director of Human Resource Management

RE: Shift Premium Payment - Console Operators

DATE: March 11, 1988

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

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

Memorandum of Understanding
between
Macomb Community College
and

Macomb County Community College Operational Personnel Association

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

For the College

For MCCCOPA

<u>/s/ William MacQueen</u> Vice President for Employee Relations Date: January 26, 1994	<u>/s/ Timothy Carrie</u> President Date: January 27, 1994
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TO: Herb Sanderson, MCCCOPA President

FROM: Richard Kolcz, Director of Administrative Services

SUBJECT: Grievances #011-87, 012,87, 013-87

DATE: December 2, 1987

This memo will serve to confirm our agreement with regard to the aforementioned grievances. As you recall, Mr. MacQueen and I met with you, Wayne McBain, and Tim Duffy on Monday, November 30, 1987. At that time, it was resolved that a serviceman would be scheduled to work at all major functions held at the John R. Dimitry Student Community Center, Center Campus. This situation will now be similar to the practice currently being used at the John Lewis Student Community Center, South Campus.

More specifically, the procedure will be as follows:

1. Whenever a weekend or holiday event is scheduled for K-Build-ing involving more than 50 people in attendance, the Facility Manager will request a serviceman to work the event. This request will be made to the Maintenance Supervisor. (Fifty people will serve as a general guideline, depending on the type of event). Certain unique events may require a decision to be made by the Maintenance Supervisor at which time every effort will be made to consult with a MCCCOPA representative.
2. In the case of College events, the employee assigned to work will continue to use his/her normal time card as in the past. If the event is a rental (wedding, craft show, etc.) the assigned employee will use a separate time card and have it approved by the authorized Facility Manager.
3. At South Campus, the serviceman assigned to the facility will be offered the overtime first. At Center Campus, the overtime offer will be rotated. This is currently the practice at each campus and it will not change, in keeping with the language of the collective bargaining agreement.
4. In all cases, the overtime will continue to be requested through the Maintenance Supervisor.

In consideration for the above, grievances 011-87, 012-87, and 013-87 are hereby settled. Than you for your cooperation in this matter.

cc: B. MacQueen
E. Kohler
G. Berkholz

INDEX

	Page
Arbitration.	14-15
Authority of the College	24
Bereavement.	17
Bidding for Jobs	11-12
Posting of Vacancies	11
Eligibility.	11
Instruction Period	11
New Positions.	11-12
Personnel File	12
Reclassification	12
Call-In and Call-Back Pay.	7
Contrary to Law.	2
Dental Insurance	24
Disciplinary Actions	16
Dismissal.	16
Double Time.	7
Dues	2
Evaluation	4
Four Day Work Week	8
Fringe Benefits.	21-24
Hospitalization.	21-22
Life Insurance	22
Accidental Death and Dismemberment	22
Short-Term Sickness and Accident	22
Long-Term Disability	23
Travel Insurance	23
Prescription Allowance	23
Tax Sheltered Annuity.	23
Tuition Waiver	23
Worker's Compensation.	23
Optical Insurance.	23-24
Dental Insurance	24
Grievance Procedures	13-15
Definition	13
Time Limits.	13
General Principles	13
Procedure.	14-15
Holidays	10
Definition	10
Eligibility.	10
Hours of Work and Overtime	6-8
Overtime	6
Overtime Records	7
Temporary Assignment	7
Call-In and Call-Back Pay.	7
Double Time.	7
Insurance.	21-24
Accidental Death and Dismemberment Disability.	22
Group Life	22
Medical.	21-22
Travel	23
Prescription Allowance	23
Optical.	23-24
Dental	24

INDEX (Continued)

	Page
Jury Duty.	10
Provisions	10
Lay Off.	5
Leaves of Absence.	16-17
Eligibility.	16
Leaves for Health Reasons.	16
Absences Allowed with Pay.	17
Personal Leave Days.	17
Sick Days.	17
Bereavement.	17
Requests for Leaves.	17
Letters of Agreement	31
Longevity Pay.	19
Lounge	20
Management Rights.	24
Membership Association	1
Military Services.	5
Miscellaneous Regulations.	19-21
Leaving the Building	19
Lunch Hour	19
Alcohol.	20
Seniority - Outside the Unit	20
Schedules.	20
Signing Procedures	20
New Positions.	11-12
Optical Insurance.	23-24
Overtime	6
Payroll Checks while on vacation	9
Personal Leave Days.	17
Physician's Certification of Fitness to Work	18
Placement Committee.	2
Posting.	11
Probation Period	3-4
Recall	5-6
Reclassification	12
Recognition.	1-3
Placement Committee.	2
Scope of the Agreement	3
Retirement	16
Safety and Health.	12
Cost of Physical Exam.	12
Shoes.	30
Unsafe Work.	12
Safety Committee	12
Salary Ranges.	26-29
Salary Schedule.	18-19
Seniority.	3-6
Adjusted Bargaining Unit Seniority	3, 20
Probationary Period.	3-4
Part-Time Help	4
Loss of Seniority.	4-5
Layoff and Reduction of Staff.	5
Temporary Layoffs.	5
Military Services.	5
Recalling of Employees	5-6
Protection	6

INDEX (Continued)

	Page
Seniority (continued)	
Seniority Records	6
Sick Days	16
Tardiness	19
Habitual Tardiness	19
Habitual Absence	19
Tax Sheltered Annuity	23
Temporary Assignment	7
Temporary Layoffs	5
Termination and Modification	25
Trial Period	11
Tuition Waiver	23
Uniforms	21
Unsafe Work	12
Vacations	8-10
Eligibility	8-9
Holidays	9
Vacation Schedules	9
Pay Checks	9
Sick Leave During Vacation	9-10
Workers' Compensation	4
Working Hours	6-8

