

Police Officers Labor Council
Tentative Agreement
February 8, 2018

For the purpose of settling a new collective bargaining agreement between the Board of Trustees of the Community College District of the County of Macomb and Police Officers Labor Council the parties agree as follows:

1. WAGES/COMPENSATION

A. Effective the date following Board of Trustee Approval, the attached wage schedule pursuant to Section 22 Compensation (below) will replace the wage schedule that is part of the agreement July 1, 2014 to June 30, 2017. Effective the date following Board of Trustee Approval 2017, members will receive step and 2 % increase and July 1, 2018, step and 2% increase.

B. Compensation - Section 22

The salary schedule shall be as follows:

X/X/2017					
2% Police Officer					
Step 1	Step 2	Step 3			
\$43,474	\$46,198	\$50,528			
Public Safety Officer					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$27,160	\$28,897	\$30,736	\$32,702	\$35,002	\$38,281

7/1/2018					
2% Police Officer					
Step 1	Step 2	Step 3			
\$44,344	\$47,122	\$51,540			
Public Safety Officer					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$27,703	\$29,475	\$31,351	\$33,356	\$35,703	\$39,047

C. Shift Differential – Section 22.1

Employees required to begin their day before 8:00 a.m. or after 4:00 p.m. shall receive a shift differential of ~~ten (10) percent~~ **\$1.75 per hour effective the date following Board of Trustee approval and effective July 1, 2018 \$1.50 per hour for the second year of the contract** for those hours actually worked before 8:00 a.m. or after 4:00 p.m. ~~Shift differential is paid at straight time when overtime compensation applies.~~ There shall be no pyramiding of overtime.

D. Uniform Cleaning – Section 22.11

On July 1 of each year, employees shall receive a uniform cleaning allowance of ~~\$750~~**\$850**.

Employees who are on short-term or long-term disability leave shall have the uniform cleaning allowance prorated to 1/12 of the amount for each month worked.

E. Compensatory Time – 10.4

Effective the date after Board of Trustee approval, 100% of compensatory time banked will be paid out in a one-time payment. Thereafter, the employee may earn a maximum of 24 hours (3 days) compensatory time non-renewable annually, pro-rated for the balance of the contract year ending June 30, 2018. All other overtime shall be recorded and paid on the appropriate time card.

~~Compensatory time in lieu of overtime pay shall be at will be paid at the rate of one and one-half hours for every hour of overtime worked.~~

~~The compensatory time must be taken during the contract year in which it is earned. Compensatory time worked must be recorded on the employee time card for the time period worked. Compensatory time taken must be recorded on the employee time card when taken. If compensatory time not taken by the end of the contract year in which it was earned, the employee will receive overtime pay. An employee may request compensatory time be paid out at any time during the contract year in which it is earned.~~

~~It shall be the option of the employee to choose between overtime pay (time and one-half) and compensatory time; however, if the supervisor determines that compensatory time cannot be granted, the employee must accept overtime pay for extra hours worked.~~

~~The supervisor shall determine when the compensatory time may be taken within the time specified above.~~

2. Section 4.1 – Stewards and Alternate Stewards

A maximum of two (2) union members shall be allowed release time **if they are scheduled to work** to represent the union during contract negotiations and (1) union member shall be allowed release time **if they are scheduled to work** to represent the union during grievance and arbitration procedures.

3. Arbitration

A. 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.

B. 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 **or** 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.

4. Section 8.0 – Discipline and Discharge

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.

5. Work Periods

A. Section 9.0 Normal Work Day

The normal work day for full-time employees shall be eight (8) consecutive hours. Individual work schedules, including the starting and quitting time, will be established by the immediate supervisor.

B. Section 9.1 Shift Selection

Shift selection shall be done annually on a per campus seniority basis. Selections shall be made in January and take effect with the pass day selection date closest to May 1st. An employee may be required to temporarily change his/her shift ~~in~~ at the discretion of the Director or designee. Employees may exchange shifts by mutual agreement with supervisory approval. All permanent shift openings will be posted for 10 days.

C. Section 9.2 - Normal Work Period for Police Officers Pass Day Selection

The normal work period for employees permanently or temporarily classified as Police Officers shall consist of twenty-eight days, twenty days of which shall be designated as duty days and eight days of which shall be designated as pass days. Although the designation of any day as a pass day is subject to the approval of the ~~Captain~~ Director of College Police or his designee, the employee may request certain days for four of his/her pass days. Pass day request slips shall be posted six (6) weeks prior to its taking affect and remain posted for three (3) weeks. The approved pass day schedule shall be posted by management two weeks prior to the pass days taking affect. The ~~Captain~~ Director of College Police or his designee may designate the remaining four days. The College shall have the right to adjust these schedules based on needs. The designation of pass days by employees shall be done on the basis of seniority. A work week shall consist of forty hours performed during a period beginning at 12:01 a.m. on Sunday and ending 168 hours after.

6. Overtime

A. Section 10.0 - Overtime

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

B. Section 10.1 - Overtime Pay for Public Service Officers

Time and one-half shall be paid for all time worked in excess of eight hours in any one day or forty hours in a work week. Double time shall be paid for ~~hours over 48 in one week. all time worked on the seventh day worked in a work week.~~

C. Section 10.2 - Overtime Pay for Police Officers

Time and one-half shall be paid for all time worked in excess of eight hours in any one day or ~~forty (40) hours in one week. and for all hours worked on a designated pass day which immediately follows a pass day which has not been worked or a duty day (including duty days from which an employee has been released due to holiday).~~ Double time shall be paid for ~~hours over 48 in one week. all hours worked on a designated pass day which immediately follows a designated pass day which has been worked.~~

D. Section 10.3 – Pyramiding of Overtime –

There shall be no pyramiding of overtime. ~~Overtime is paid on base salary only. However, an employee who works eight hours on the midnight shift or afternoon shift and works a full second shift (except the day shift) in any one day shall receive shift premium pay for both shifts worked calculated on the straight-time rate.~~

7. Section 11.4

~~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.~~

8. Vacations

A. Section 12.0 Eligibility

All regular full-time employee shall earn ~~Paid Time Off (PTO) vacation credits~~ in accordance with the

following **chart and terms** schedule:

Years of Seniority	Annual PTO Days Earned (Accrued monthly)	Maximum Days Carryover	Payout Percentage at Separation
Year 1	24	24	50%
Year 2	24	30	50%
Year 3	24	30	50%
Year 4	30	36	70%
Year 5	30	42	70%
Year 6	32	48	70%
Year 7	36	54	75%
Year 8 and after	37	60	80%

1. Upon ratification and Macomb College Board approval, current sick days in an employee's sick bank, up to a maximum of 20 days, will be transferred to the employee's PTO bank.
2. Upon ratification and Macomb College Board approval, any days currently maintained in a sick bank over 20 will be grandfathered and rolled into a separate sick bank to be used for personal illness.
3. Pre-approval from immediate supervisor is necessary for all PTO requests.
4. Non-preapproved consecutive days of three or more will require appropriate documentation.
5. Any unapproved PTO day (days) in combination with Pass days and/or approved PTO days totaling 3 or more days may require appropriate documentation.
6. Effective November 2017, a minimum of 25% of an eligible employee's annual PTO accrual must be taken in each of the following timeframes: November 1st through April 30th and May 1st through October 31st. A maximum of 50% of an employee's annual PTO accrual will be allowed in each timeframe November 1st through April 30th and May 1st through October 31st.
7. A maximum of four (4) pass days can be used adjacent to five (5) consecutive approved PTO days. A maximum of six (6) pass days can be used adjacent to ten (10) or more consecutive approved PTO time.
8. An employee who expresses in writing his intention to retire within a contract year, is not required to take the minimum PTO days as set forth in #7 above. However, should the employee not separate employment, the minimums set forth in #6 shall be forfeited from their PTO banks.

10. PTO payment at time of separation will be paid at the percentages listed. For those with the maximum accrual amount at the conclusion of the prior contract year payment will include the maximum accrual amount, plus earned PTO for that contract year based on percentages listed above.

B. Section 12.1 (CURRENT LANGUAGE)

To be eligible for PTO ~~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 PTO ~~vacation~~ days beginning with his/her date of hire. ~~Vacation~~ PTO 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~~ PTO 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 12 months in any calendar year.

~~Vacation days must be taken within two years from the end of the fiscal year (June 30) in which they are earned.~~

C. Section 12.2

The selection of ~~vacation~~ PTO dates shall be made on the basis of seniority within job classification twice a year (**per #7 in Section 12.0**). Separate choice sheets shall be posted for the classifications of Police Officer and Public Safety Officer on September 1 (for the period November through April) and March 1 (for the period ~~May through October~~). ~~Employees must designate their choice of vacation dates and return the sheets to the Captain by October 15 or April 15, as the case may be. Selections shall be approved or rejected by November 1 or May 1.~~

Officers may select a secondary PTO (vacation) consisting of five (5) consecutive PTO (vacation) days or more. This shall be done after all officers on the shift have made a primary PTO (vacation) selection consisting of a least 5 consecutive PTO (vacation) days. Officers shall designate their selections as primary and secondary PTO (vacation). Primary and secondary PTO (vacation) selections must fit within the PTO guidelines included in the chart above.

D. Section 12.3

Vacations **and PTO days** will be granted in accordance with the needs of the College in maintaining efficiency of operations.

F. Section 12.5

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

9. Holidays

A. Section 13.0 – Holiday Pay

~~Except as provided in Section 13.2, an~~ **Employees** shall receive eight (8) hours of straight-time pay for **each of the** holidays in lieu of a day off for each of the holidays listed in Section 13.1 regardless whether the holiday falls on a duty day or a pass day. An employee shall also receive double-time pay for all hours **actually** worked on a holiday. **Should an employee be required to work a second consecutive shift on a holiday the employee shall receive double time for the second shift worked. These payments are not subject to 10.1 and 10.2.** ~~An employee shall also receive double time pay for all hours worked on a holiday. The holidays listed in Section 13.1 may not be designated as pass days for employees permanently or temporarily classified as Police Officers, and are to be worked unless the employee is released for the day by the Captain or his designee. All holiday releases shall be granted in seniority order and do not require the consent of the employee.~~

B. Section 13.2 Holidays during a Vacation

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

C. Section 13.3

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

Section 13.4 – Compensatory time for working on Easter

Employees who are required to work on Easter Sunday shall receive **double time pay for all hours actually worked (subject to 10.1 and 10.2).** ~~eight (8) hours of compensatory time. This time must be used within one (1) calendar year from the date earned and scheduled with the supervisors' approval.~~

B. Section 13.5 - Consecutive Holidays

Unless voluntarily scheduled, no employee will be forced to work Christmas Eve and Christmas Day consecutively or New Years Eve and New Years Day consecutively.

10. Seniority

A. Section 14.4

Seniority shall be:

- 1). Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- 2). The College will keep the seniority list up to date and **available electronically upon request.** ~~posted at all times and will provide the local Union with up to date copies at least every six (6) months.~~

B. Section 14.6 Promotions

Promotion to the rank of Sergeant shall be restricted to those members within the bargaining unit with the rank of Police Officer who have completed the probationary period as defined in Section 4.1.

~~Public Service Officers shall be given the opportunity to qualify for promotions to the rank of Police Officer during the term of this Agreement. The promotion from PSO to PO will require the PSO to qualify for the police academy at the College. The PSO shall be required to submit their intent in writing at least 14 days prior to the start of the academy of their desire to attend the academy at the same time as documentation of meeting all pre-academy requirements. The PSO must successfully complete police academy and meet all MCOLES requirements for licensing as a police officer in the State of Michigan.~~

~~The College agrees to research cost and feasibility to Promotions as follows: All promotions from the rank of Patrol Officer to Sergeant will occur based upon a written test by a professional outside agency of the employer's choosing to count for **fifty sixty** percent (50 60%) of the total score. An outside oral interview by qualified individuals selected by the employer shall be weighted at **fifty forty** percent (50 40%). **The two scores shall be combined to rank each candidate. An overall score of 70% is required to be eligible for a promotion. The list of eligible officers will remain in place for two years. The highest scoring officer shall be selected to fill the open sergeant position unless a documented reason can be shown to select a different candidate.** All officers interviewed shall have the right to meet ~~with General Counsel and the Captain~~ **with a designated member of Human Resources and/or the Director of College Police** to discuss their results.~~

11. Section 15.0

~~Retirement shall be consistent with adopted Board Policy.~~ **Employees may be entitled to enroll in the Michigan Public Schools Employee Retirement System (MPSERS).**

12. COMPENSABLE LEAVES OF ABSENCE

Section 17.0 Sick Leave

~~Each employee shall earn (1) day for each month worked for the personal illness or injury of said employee. There shall be a maximum of forty (40) accumulated sick days. Absences must be reported to a supervisor, if~~

one is on duty, three (3) hours, or as early as possible, prior to the employee's regular starting time.

Section 17.2 – Personal Leave Days

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

13. Fitness for Work

A. Section 18.0

The employee may be required to provide a statement from a physician substantiating an illness of three (3) 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 Human Resources, 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.

Management reserves the right to reassign and/or return an employee to light duty work in the instance of work related injuries. In the case of personal injury or illness the College will review the employee's ability to return to work under the guidelines of ADA (Americans with Disability Act).

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

B. Section 18.1 Light Duty Status

Any member recovering from an illness or injury that is released to return to work with restrictions may return to work on light duty status for a period of up to 30 days provided there is work available that can be performed with the member's specific restrictions. The College reserves the right to grant or deny a light duty assignment based on availability of work, the nature of the restrictions and the member's ability to adequately perform the available work, as determined by the Captain and Human Resources. A light duty assignment may be extended up to an additional 30 days where appropriate. Light duty status may be limited to one member per shift.

Notes:

- _____ Member would work light duty status out of uniform and not be identified as a police or public service officer
- _____ The member would be restricted to working in the office
- _____ The College would be responsible for determining if the restrictions can be accommodated and if

sufficient and appropriate work is available

Is not designed to be a long term assignment but could briefly be extended if circumstances warrant, such as a member needing an additional two weeks before the doctor will release him/her without restrictions.

14. ~~Section 19.1 – Posting for Positions~~ Vacancies

~~When the College determines a position will be filled;~~ the Director of Personnel Services shall prepare, publish, and distribute to the Union, all notices of vacancies ~~postings~~ in the Bargaining Unit. ~~except vacancies under specially funded programs. However, the Union shall be notified of all such vacancies.~~ Except in emergencies, vacancies ~~postings~~ shall remain open for ten (10) calendar days. An emergency shall be defined as any vacancy ~~posting~~ that must be filled in less than ten (10) calendar days subject to the approval of the Director of Personnel Services and ~~notice~~ to the Union Business Representative.

15. Fringe Benefits

A. ~~Section 21.8–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 Eye Care Plan of America's optical plan as outlined in Appendix C.~~

The College shall provide optical insurance for all employees and their eligible dependents with a plan option design as developed by the Health Care Coalition.

B. ~~Section 21.10–Dental Insurance~~

~~The College shall provide dental insurance for all employees and their qualified dependents giving benefits no less than Delta Dental Insurance Company's dental plan and orthodontic benefits with \$50 deductible and \$1,000 non-orthodontic maximum per year per employee and/or dependent.~~

The Board shall provide dental insurance for all employees and their eligible dependents with a plan option design as developed by the Health Care Coalition.

16. Letters of Agreement

1. Year-End Period - This letter of agreement will remain in effect with the understanding of the intent of the LOA to provide straight time off prior to July 1st for hours actually worked.

17. Eliminate Letters of Agreement


1. College Closures
2. Carry-over and Comp Time
3. Review all other Letters of Agreement

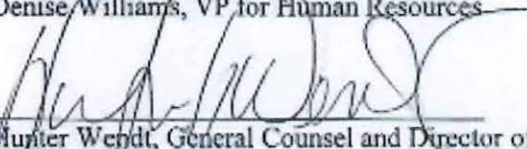
18. Contract Editing to include:

- General Counsel to Director of College Police (title correction) throughout
- Section 1.3 No Strike Clause add students, staff, visitors to language
- Section 5.2 Special Conferences – add working days
- Section 20.0 Delete Safety Committee
- Section 20.2 Delete “union” to bulletin board
- Section 20.5 Delete Patrol Cars

The term of the Contract shall be effective the date after Board of Trustee approval through June 30, 2019. All terms of the Contract in place from July 1, 2014 through June 30, 2017 will continue through June 30, 2019 except as provided by this Tentative Agreement.

MACOMB COMMUNITY COLLEGE


Denise Williams, VP for Human Resources


Hunter Wendt, General Counsel and Director of College Police

POLICE OFFICERS LABOR COUNCIL


Martin Kroll, President


Scott Blackwell, Field Representative
Police Officers Labor Council


James Gawlowski, Negotiating Team



AGREEMENT

between the

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

and the

POLICE OFFICERS LABOR COUNCIL



July 1, 2014 - June 30, 2017

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AGREEMENT

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

PREAMBLE

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

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

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

RECOGNITION - EMPLOYEES COVERED

Section 1.0

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the College hereby recognizes the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the College in a bargaining Unit consisting of all full-time Public Service Officers and Police Officers but excluding the Director of Public Safety, the Captain, Sergeants, Lieutenants, 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 here-of, even though a subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

AUTHORITY OF THE COLLEGE

Section 2.0

The College, on its own behalf and on behalf of the electors of the College, hereby retains unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours, and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Act of 1965, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as specifically limited or abrogated by the express terms and conditions of this collective bargaining agreement, including but without limiting the generality of the foregoing, the right:

Section 2.1

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

Section 2.2

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

Section 2.3

To establish reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the College's properties and facilities, and after advance notice hereof to the Union and the employees, to require compliance therewith;

Section 2.4

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

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 2.5

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

Each employee shall have the right to join, or not to join, the Union as he/she individually prefers, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual employee.

Section 3.1

During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer will honor written voluntary individual membership dues deduction authorizations of employees.

Section 3.2

The Union shall certify to the Employer in writing the amount of each member's regularly monthly dues. A copy of the Dues Deduction Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered by the employees to the Employer before any payroll deductions shall be made. Dues deductions will be made only under the Dues Deduction Authorization Forms which have been properly executed and are in effect. Each dues deduction authorization will be limited to the deduction of regular monthly basic dues. Any Authorization Form which is incomplete or in error will be returned to the employee by the Employer and will not be honored.

Section 3.3

All properly executed Dues Deduction Authorization Forms shall become effective at the time the application is tendered to the Employer. If received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1st) pay of such month and monthly thereafter, and will remain in effect (i) for a specified time in accordance with law and shall thereafter automatically renew unless the employee changes or rescinds the check off, or (ii) until the Employer receives written notification that the employee has cancelled the authorization, or (iii) until an employee's active employment in a covered classification is terminated.

Section 3.4

All sums deducted by the Employer shall be remitted to the labor Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom the Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Dues Deduction Authorization during the previous month. Employee may terminate their Dues Deduction Authorization at any time by serving written notice thereof to Human Resources.

Section 3.5

Once any funds are remitted to the Labor Council by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Labor Council. In cases where a deduction is made that duplicates a payment that an employee already has made to the Council, or where a deduction is not in conformity with the provisions of the Constitution of the Labor Council or applicable state or federal law, refunds to the employee shall be made by the Labor Council to the employee.

Section 3.6

The Employer shall not be liable to the Labor Council for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 3.7

The Labor Council shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

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

A maximum of two (2) union members shall be allowed release time to represent the union during contract negotiations and (1) union member shall be allowed release time to represent the union during grievance and arbitration procedures.

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.

Informal Conference Any employee having a complaint in connection with his employment shall present it to the College with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with the appropriate supervisor.

STEP 1. If not resolved in Informal Conference, a grievance shall be reduced to writing, signed by the employee and the Union Representative and presented to the Captain within ten (10) working days of the alleged grievance. The Captain shall answer said grievance within ten (10) working days of receipt of same.

STEP 2. If the grievance is not settled in Step 1, the Union may, within ten (10) working days after the Captain's answer, request a meeting with General Counsel to review the matter. Such meetings will be held within ten (10) working days after the date of written request and General Counsel will render the decision within ten (10) working days thereafter.

STEP 3. If the grievance is not settled in Step 2, the Union may, within ten (10) working days after the answer of General Counsel, request a meeting with the Vice President for Human Resources to review the matter. Such meetings will be held within ten (10) working days after the date of written request and the Vice President for Human Resources will render a decision within ten (10) working days thereafter.

Section 6.1

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

Section 6.2

All grievances must be taken to the next step of the grievance procedure by the Union Steward within ten (10) working days; 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 and if no fraud, collusion, or duress is present. The Union shall not then, by any other means, attempt to bring about a different resolution of the grievance.

Section 7.2

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

Section 7.3

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

Section 7.4

The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator's powers shall be limited to deciding whether the College has violated, misapplied or misinterpreted any of the express terms of 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 Executive Director of Facilities and Operations 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 thirty-six (36) months previously providing there has been no intervening disciplinary action.

WORK PERIODS

Section 9.0 - Normal Work Day

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

Section 9.1 - Normal Work Week for Public Service Officers

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

Section 9.2 - Normal Work Period for Police Officers

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

OVERTIME PAY AND COMPENSATORY TIME

Section 10.0 - Overtime

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

Section 10.1 - Overtime Pay for Public Service Officers

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

Section 10.2 - Overtime Pay for Police Officers

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

Section 10.3 – Pyramiding of Overtime

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

Section 10.4 - Compensatory Time

Compensatory time in lieu of overtime pay shall be at the rate of one and one-half hours for every hour of overtime worked.

The compensatory time must be taken during the contract year in which it is earned. Compensatory time worked must be recorded on the employee time card for the time period worked. Compensatory time taken must be recorded on the employee time card when taken. If compensatory time not taken by the end of the contract year in which it was earned, the employee will receive overtime pay. An employee may request compensatory time be paid out at any time during the contract year in which it is earned.

It shall be the option of the employee to choose between overtime pay (time and one-half) and compensatory time; however, if the supervisor determines that compensatory time cannot be granted, the employee must accept overtime pay for extra hours worked.

The supervisor shall determine when the compensatory time may be taken within the time specified above.

LAYOFF AND RECALL

Section 11.0

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

Section 11.1

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

Section 11.2

When the work force is increased after a layoff, employees will be recalled by classification according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) days from date of mailing of recall, he/ she shall be considered a quit. If an employee is not recalled within a period of one year, his/her employment shall be deemed to have terminated.

Section 11.3

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

Section 11.4

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.

VACATIONS

Section 12.0 - Eligibility

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

One Year Seniority Through Three Years Seniority =	1 Day Per Month For Each Month Worked
Four Years Seniority Through Five Years Seniority =	1-1/2 Days Per Month For Each Month Worked
More than Five Years Seniority	1-1/2 Days Per Month for Each Month Worked Plus 1 Additional Day
Making a Total of Not More Than 19 Days	
After Six Years Seniority =	Two Days Per Month for Each Month Worked

Section 12.1

To be eligible for vacation, the employee must be a regular full-time employee and must have worked at least six (6) months. Upon the completion of six (6) months of service, such employee shall earn vacation days beginning with his/her date of hire. Vacation days shall be earned on the basis of months worked. An employee who works less than one-half of the time in a calendar month will not receive any vacation credit for that month; an employee, who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month. No employee may receive credit for more than twelve (12) months in any calendar year.

Vacation days must be taken within two years from the end of the fiscal year (June 30) in which they are earned.

Section 12.2

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

Section 12.3

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

Section 12.4

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

Section 12.5

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

HOLIDAYS

Section 13.0 - Holiday Pay

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

Section 13.1

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

Section 13.2 - Holidays during Vacation

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

Section 13.3

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

Section 13.4 - Compensatory Time for Working on Easter

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

SENIORITY

Section 14.0

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

Section 14.1

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

Section 14.2

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

Section 14.3

Notwithstanding Section 14.0 above, the Union shall not represent probationary employees in cases of discipline or discharge unless the probationary employee is disciplined or discharged as the result of Union activity.

Section 14.4

Seniority shall be:

- 1). Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- 2). The College will keep the seniority list up to date and posted at all times and will provide the local Union with up-to-date copies at least every six (6) months.

Section 14.5

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

1. He quits, retires, or receives a pension under the Retirement System.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for any three (3) consecutive working days without properly notifying the College.
After such unreported absence, the College will send written notification to the employee by certified mail at his last known address that because of his unreported absence, he is considered to have resigned (voluntary quit) and is no longer in the employ of the College. Exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.

Section 14.6 Promotions

Promotions to the rank of Sergeant shall be restricted to those members within the bargaining unit with the rank of Police Officer who have completed the probationary period as defined in Section 14.2.

Public Service Officers shall be given the opportunity to qualify for promotion to the rank of Police Officer during the term of this Agreement. The promotion from PSO to PO will require the PSO to qualify for the police academy at the College. The PSO shall be required to submit their intent in writing at least 14 days prior to the start of the academy of their desire to attend the academy at the same time as documentation of meeting all pre-academy requirements. The PSO must successfully complete the police academy and meet all MCOLES requirements for licensing as a police officer in the State of Michigan.

The College agrees to research cost and feasibility to Promotions as follows: All promotions from the rank of Patrol Officer to Sergeant will occur based upon a written test by a professional outside agency of the employer's choosing to count for fifty percent (50%) of the total score. An outside oral interview by qualified individuals selected by the employer shall also be weighted at fifty percent (50%). The two scores shall be combined to rank each candidate. The highest scoring officer shall be selected to fill the open sergeant position unless a documented reason can be shown to select a different candidate. All officers interviewed shall have the right to meet with General Counsel and the Captain to discuss their results.

Section 14.7

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

RETIREMENT

Section 15.0

Retirement shall be consistent with adopted Board Policy.

NON-COMPENSABLE LEAVES OF ABSENCE

Section 16.0 - Eligibility

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

Section 16.1 - Maternity/Child Care Leave

Upon written request to the Director of Personnel Services, 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 Services thirty (30) calendar days before he/she expects to return to College employ.

Section 16.2 - Military Leave

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

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

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

Section 16.3 - Jury Duty

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

Section 16.4 - Conditions of Leaves

1. A leave of absence shall be for a period not to exceed one (1) year.
2. The employee must give the Office of Human Resources written notice of intent to return at least sixty (60) days prior to the expiration of the leave; Maternity/Child Care Leave, thirty (30) days. Failure to comply with this requirement shall be deemed a resignation on the part of the employee.
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.

Section 16.5- Medical Leave

The College's contribution to health, dental, and optical insurance shall continue for employees on medical leave up to a maximum of one year.

COMPENSABLE LEAVES OF ABSENCE

Section 17.0 - Sick Leave

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

Section 17.1 - Funeral Leave

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

Section 17.2 - Personal Leave Days

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

FITNESS FOR WORK

Section 18.0

The College may require an employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, when the Vice President for Human Resources or his designee has been given reason to believe that such employee is suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties of his/her position, or when the employee claims to be unable to perform

assigned work because of illness or disability. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of his/her choice at his/her expense. If there is a dispute between the findings of the two (2) physicians, the employee or the employer shall have the right to request a third examination. In the absence of a mutually agreeable specialist (agreeable to the employer and the employee), this examination shall take place at Henry Ford Hospital or the University of Michigan Hospital. The costs of this examination shall be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Union, and the College.

Section 18.1 Light Duty Status

Any member recovering from an illness or injury that is released to return to work with restrictions may return to work on light duty status for a period of up to 30 days provided there is work available that can be performed with the member's specific restrictions. The College reserves the right to grant or deny a light duty assignment based on availability of work, the nature of the restrictions and the member's ability to adequately perform the available work, as determined by the Captain and Human Resources. A light duty assignment may be extended up to an additional 30 days where appropriate. Light duty status may be limited to one member per shift.

Notes:

- Member would work light duty status out of uniform and not be identified as a police or public service officer
- The member would be restricted to working in the office
- The College would be responsible for determining if the restrictions can be accommodated and if sufficient and appropriate work is available
- Is not designed to be a long term assignment but could briefly be extended if circumstances warrant, such as a member needing an additional two weeks before the doctor will release him/her without restrictions.

Section 18.2

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

CONDITIONS OF EMPLOYMENT

Section 19.0 - Discrimination

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

Section 19.1 - Posting Vacancies

The Director of Personnel Services 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 Services and the Union Business Representative.

Section 19.2 - Satisfactory Health

Prior to employment, all employees shall present evidence of having completed satisfactorily a physical

examination by the College physician at College expense.

Section 19.3

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

GENERAL

Section 20.0 - Safety Committee

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

Section 20.1 - Records of Service

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

Section 20.2 - Bulletin Board

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

Section 20.3 - Minimum Rest Periods

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

Section 20.4 - Special Assignments

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

Section 20.5 - Patrol Cars

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

Section 20.6

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

FRINGE BENEFITS

Section 21.0

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

insurance.

Section 21.1 - Medical Care Plan

1. Health Insurance:

Effective January 1, 2014 the Board of Trustees shall provide each employee with the following options in selecting health care coverage:

- a. A PPO option with a prescription drug rider. The plan design will be developed by the Health Care Coalition and College;
- b. An HMO option with plan option design as developed by the Health Care Coalition and the College;
- c. A High Deductible Health Care Plan option. The plan design will be developed by the Health Care Coalition and the College.
- d. Other options may be offered if the Health Care Coalition and the College agree. The contribution paid by Association members following the effective date of this agreement will be subject to the requirements of Public Act 152.

2. Optical and Dental Benefits as developed by the Health Care Coalition.

Section 21.2 - Life Insurance

The College shall provide life insurance at double the amount of the employee's annual salary, computed to the next thousand dollars. Upon the attainment of age 65, the amount of life insurance will be reduced to 67%. At age 70 the amount of life insurance will be reduced to 45%. At age 75 the amount of life insurance will be reduced to 30%. At age 80 the amount of life insurance will be reduced to 25%. The employee may elect to purchase additional insurance at the rate offered the College, provided that any additional insurance shall be in units of ten thousand dollars (\$10,000) subject to limitations imposed by the carrier, and that enrollment shall be limited to the month of October each year, with an effective date of January 1st each year. Only non-probationary employees shall be eligible to purchase additional insurance.

Section 21.3 - Accidental Death and Dismemberment

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

Section 21.4 - Short-Term Sickness and Accident

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

Section 21.5 - Long-Term Disability

Monthly income benefits equal to seventy percent (70%) of the 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 disability and shall 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 age 65. If disability occurs after age 60, benefits will cease five (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 twelve months.

Section 21.6 - 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 21.7 - Worker's Compensation

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

Section 21.8 - 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 Eye Care Plan of America's optical plan as outlined in Appendix C.

Section 21.9 - Tuition Reimbursement

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

Section 21.10 - Dental Insurance

The College shall provide dental insurance for all employees and their qualified dependents giving benefits no less than Delta Dental Insurance Company's dental plan and orthodontic benefits with \$50 deductible and \$1,000 non-orthodontic maximum per year per employee and/or dependent.

Section 21.11 - Uniform Cleaning Allowance

On July 1 of each year, employees shall receive a uniform cleaning allowance of \$750. Employees who are on short-term or long-term disability leave shall have the uniform cleaning allowance prorated to 1/12 of the amount for each month worked.

Section 21.12 - Liability Insurance

The College shall provide Professional Liability Insurance covering services rendered during the course of employment.

SALARY SCHEDULE

Section 22.0

The Salary Schedule shall be established in Appendix A and no new employee shall be hired except in accordance with the provisions of this schedule.

Section 22.2

Employees required to begin their day before 8:00 a.m. or after 4:00 p.m. shall receive a shift differential of eleven ten (10) percent for those hours actually worked before 8:00 a.m. or after 4:00 p.m. Shift differential is paid at straight time when overtime compensation applies. There shall be no pyramiding of overtime.

Section 22.3

Employees who are certified as emergency medical technicians shall receive a premium of \$750 per annum, payable on July 1 of each year. Employees who hold approved certificates of special training shall receive a premium of \$500 per annum, payable on July 1 of each year. The Captain shall notify Human Resources of those employees who hold EMT licenses or approved certificates of special training and each employee shall provide copies to Human Resources for inclusion in his/her personnel file. Employees who are on short-term or long-term disability leave shall have the premiums prorated to 1/12 of the amount for each

month worked.

Section 22.4

An employee who has completed ten (10) years of full-time service at the College shall receive \$1,200 as longevity pay on the first pay date following the month in which his/her anniversary occurs.

Section 22.5 - Non Contributory Investment Plan

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

Years on College payroll as a full-time employee	Percent of base salary
Beginning of: 7 th year. 3.25%
Beginning of: 8 th and each succeeding year. 4.25%

TERMINATION AND MODIFICATION

Section 23.0

This Agreement shall be effective as of July 1, 2010, and shall continue in full force through June 30, 2012, subject to conditions set forth herein.

Section 23.1

Either party may give written notice to the other party of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.

Section 23.2

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


Section 23.3

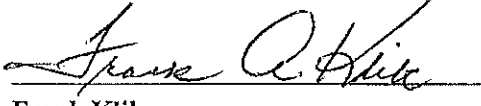
Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any terms of this Agreement.

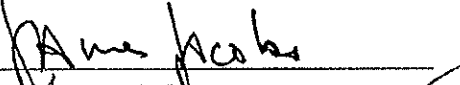
IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers the year and day first above written.

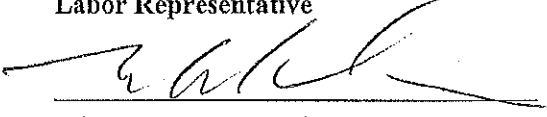
COMMUNITY COLLEGE
DISTRICT OF THE COUNTY OF MACOMB


POLICE OFFICERS LABOR COUNCIL

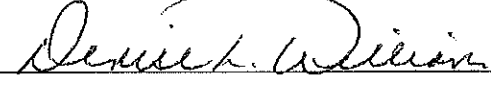

James F. Kelly, Chairperson
Board of Trustees


Frank Klik,
Labor Representative


James Jacobs, President
Macomb Community College


Michael Dekun, President
MCC Chapter


Hunter Wendt, General Counsel
Macomb Community College


Denise Williams, Vice President Human Resources
Macomb Community College

APPENDIX A - SALARY SCHEDULE

Compensation – Effective July 1, 2014

POLICE OFFICER

Step 1	Step 2	Step 3
41,782	44,400	48,562

PUBLIC SERVICE OFFICER

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
26,103	27,772	29,540	31,429	33,640	36,791

Effective July 1, 2015 one percent (1%) increase; Effective July 1, 2016 one percent (1%) increase; Effective July 1, 2014 the one percent (1%) stipend will cease.

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 Macomb Community College Police Officer or a Macomb Community College Public Service Officer. It is understood that a newly hired employee shall be placed on the schedule at Step 1. On July 1 of each year, each employee shall move to the next step.

Accid Death & Dismemb Ins.	16	Physical Examinations	13
AGREEMENT	2	Police Officer Certification L/A	22
APPENDIX A, SALARY SCHEDULE	20	Posting Vacancies	14
APPENDIX B- Ltrs of Agreement	21	Preamble	2
APPENDIX C - Vision Care	24	Premium Pay	17
Arbitration	6	Prescription Allowance	15
Assignments	3, 14	Probation	10
Authority of the College	3	Promotions	11
Bulletin Board	14	Recall	8
Cadet, Seniority	10	Recognition - Emp Covered	2
Compensable Leaves Of Absence	12	Records of Service	14
Compensatory Time	8	Resignation (vacation pay)	10
Easter Holiday	10	Rest Periods	14
CONDITIONS OF EMPLOYMENT	14	Retirement	11
Conditions of Leaves	12	Safety Committee	14
Dental Insurance	17	Salary Schedule	10
Discipline And Discharge	3, 7	SALARY SCHEDULE	17
Discrimination	2, 11, 14	Satisfactory Health	14
Dues Deductions	4	Seniority	10
Eligibility for Leaves	11	Seniority (vacation)	9
Employee Responsibilities	3	Severability Clause	2
Employee Responsibility	15	Short-Term Sickness and Accident	16
EMT Certification Premium	17	Sick Leave	12
Examinations	14	Special Assignments	14
Fitness For Work	13	Special Conferences	5
FRINGE BENEFITS	15	Stewards And Alternate Stewards	4
Funeral Leave	12	Tax Sheltered Annuity	16
GENERAL	14	TERMINATION AND MODIFICATION	18
Grievance Procedure	5	Training Selection	14
Holidays	10	Tuition Reimbursement	17
Holidays during Vacation	10	Uniform Cleaning Allowance	17
Insurance	15	Union Membership	2, 3, 10
Jury Duty	12	Union Security And Dues Deduction	3
Layoff & Recall	8	Vacancies	14
Leaves of Absence	11	Vacation L/A	22
Life Insurance	16	Vacations	9
Light Duty Status	13	Vision Care Ins.	16
Longevity Pay	17	Waiver Clause	3
Long-Term Disability	16	Work Assignments	3, 15
Maternity/Child Care Leave	11	Work Experience Credit	17
Medical Care Plan	15	Work Periods	7
Military Leave	12	Worker's Compensation	16
Minimum Rest Periods	14		
No Strike Clause	2		
Non Contributory Investment Plan	17		
NON-COMPENSABLE LEAVES OF ABSENCE	1		
	1		
Overtime L/A	21		
Overtime Pay & Comp Time	7		
Overtime, Special Assign	14		
Patrol Cars	14		
Personal Leave Days	13		
Personnel File	14		