

AGREEMENT

between the

BOARD OF TRUSTEES

of the

COMMUNITY COLLEGE DISTRICT

of the

COUNTY OF MACOMB

and the

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

January 1, 2010 – December 31, 2011

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AGREEMENT

THIS AGREEMENT, entered into this 15th day of December, 2009 , between the Community College District of the County of Macomb, hereinafter referred to as the "College", and Police Officers Labor Council, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

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

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

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

RECOGNITION - EMPLOYEES COVERED

Section 1.0

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

Section 1.1

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

Section 1.2 - Severability Clause

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

Section 1.3 - No Strike Clause

The Union recognizes that it is the responsibility of the employee to guard and protect the buildings, premises, materials, facilities and property of the College at all times and under all circumstances. The Union agrees that its members will faithfully discharge this responsibility and during the life of this Agreement that it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform the duties assigned to them. The Union further agrees, in the event of any controversy between the College and any other group or organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with orderly operations, that its members will continue to report for duty, remain at

their posts, and in the regular manner discharge the duties assigned to them. The College reserves the right to discipline (including discharge) any employee who violates this paragraph, except where protected by law. This section shall not be subject to the grievance procedure under this Agreement.

Section 1.4

The Union recognizes that it is the responsibility of the employees to familiarize themselves with the rules and regulations established by the College and to faithfully report all violations thereof.

The Union agrees that employees shall discharge all duties assigned to them impartially and without regard to Union or non-union affiliation of any employee of the College, and that failure to do so constitutes sufficient cause for discipline up to and including discharge.

Section 1.5 - Waiver Clause

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

AUTHORITY OF THE COLLEGE

Section 2.0

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

Section 2.1

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

Section 2.2

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

Section 2.3

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

Section 2.4

To determine the methods, means and number of personnel by which operations are to be conducted; the equipment and procedures to be used; the schedule of duties for each work

assignment, and the starting and quitting time and the number of hours to be worked on each shift. If required by management, equipment necessary for the performance of duty shall be provided.

Section 2.5

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

Section 2.6

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

UNION SECURITY AND DUES DEDUCTION

Section 3.0

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

Section 3.1

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

Section 3.2

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

Section 3.3

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

Section 3.4

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

Section 3.5

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

Section 3.6

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

Section 3.7

The Union further agrees to indemnify and hold harmless the College, its officers and members of the Board of Trustees from any and all liabilities, losses, claims, damages or expenses resulting from actions taken by the College in compliance with this Article at the direction of the Union.

STEWARDS AND ALTERNATE STEWARDS**Section 4.0**

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

Section 4.1

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

Section 4.2

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

Section 4.3

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

SPECIAL CONFERENCES**Section 5.0**

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

Section 5.1

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

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

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

GRIEVANCE PROCEDURE

Section 6.0

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

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

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

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

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

Section 6.1

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

Section 6.2

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

Section 6.3 - Class Action Grievance

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