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## **AGREEMENT**

**Between the**

**MACOMB COMMUNITY COLLEGE**

**and the**

**MACOMB COUNTY COMMUNITY COLLEGE  
OPERATIONAL PERSONNEL ASSOCIATION**

**April 1, 2010 – March 31, 2012**

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## **ARTICLE I            RECOGNITION**

- A.
  - 1. This Agreement is made this 21st day of August, 2007, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the College) and the Macomb County Community College Operational Personnel Association (hereinafter called the Association) for the period described below.
  - 2. The College recognizes the Macomb County Community College Operational Personnel Association as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representative" Case No. R 73 A-26, March 6, 1973, by the State of Michigan Labor Mediation Board, for all maintenance and operational employees including engineers, building engineers, landscapers, electricians, carpenters, plumbers, steamfitters, custodians, mechanics, receiving clerks, painters and pipe coverers, masons, locksmiths, machine operators, assistant receiving clerks, mail clerks, preventive maintenance men, utility lead men, skilled trades helpers, grounds foremen, custodial foremen, vehicle operators, cement masons, truck drivers, draftsmen, servicemen, groundsmen, warehousemen and tool room attendants, equipment repairmen, Delta Operators, excluding administrators, clerical employees, professional employees, faculty members, technical employees (other than as described above), guards, and supervisors.
- B. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the College and the Association. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provision of the Agreement. If any provision of this Agreement is held illegal, void, or invalid by a court of competent jurisdiction, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties hereto. This Agreement constitutes the total description of all wages, hours, benefits and conditions of employment of the members of the Bargaining Unit.
- C. The Association, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, sit-downs, boycott, or any unlawful acts that interfere with the College's operations. Any violation of the foregoing may be made a subject of disciplinary action and damage action, and this provision shall not be by way of limitation on the College's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.
- D. The direction of the working force, including the assignment of duties, shall be vested solely in the College and in the administrators designated by such College. The directions of the administrative staff shall be carried out subject to the right of any employee to file a grievance that such instruction or direction was in violation of this Agreement.

- E. Placement Committee:
1. Placement of a new position within or removal of an existing position from the Association shall result from action by the President of the College upon recommendation of the Placement Committee. The President of the Association or his/her designee will be a member of the Committee.
  2. The Placement Committee shall consist of the Director of Human Resource Management, or his/her designee, the President of the Association, or his/her designee, and such other Association Representatives as appointed. It shall function solely to recommend to the President of the College if a position shall become a part of any particular ongoing employee group and if so, which one.
- F. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements. In the event an employee shall not join the Macomb County Community College Operational Personnel Association and execute an authorization for full dues deduction, such employee shall, as a condition of continued employment by the College, execute an authorization for the deduction of a sum representing that employee's proportionate share of such negotiations, contract administration, and maintenance expenses which shall be forwarded to the MCCCOPA Treasurer. Such fees shall be uniformly assessed and paid in like amount by each employee covered in the Bargaining Unit. The MCCCOPA Treasurer shall notify the College no later than thirty (30) days in advance of any change in the amount to be deducted for such expenses. In the event such authorization is not signed for in a period of thirty (30) days following the satisfactory completion of the probationary period, or change in deductions of the employee, the College agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such employees shall be discontinued. Such employee or employees shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period mentioned above. However, if at the end of the thirty (30) day period the employee receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such employee's services shall not be terminated until such time as such employee or employees have either obtained a final decision as to the validity or legality of said discharge, or said employee or employees have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction. The Macomb County Community College Operational Personnel Association agrees to reimburse the College for the amount of money deducted by the College and paid to the Macomb County Community College Operational Personnel Association which deduction is determined to be illegal or improper or is in excess of a proper deduction. The Macomb County Community College Operational Personnel Association further agrees to indemnify and hold harmless the College, employees, and members of the Board of Trustees from any and all liabilities, losses, claims, damages, or expenses arising out of the discharge of any employee as a result of action taken by the Board of Trustees pursuant to Article I, Section F, including but not restricted to all sums that may be awarded an employee by a court of competent jurisdiction, without any limitation as to point of time or amounts

involved. The Macomb County Community College Operational Personnel Association further agrees to defend any actions of any kind whatsoever initiated by anyone under this Article I, Section F, and to pay or reimburse the College for all attorney fees, costs, or other expenses arising out of any and all litigation in any way whatsoever connected with and arising out of the actions initiated with reference to this Article I, Section F. This termination shall not be subject to the provisions of Article IX of this Agreement.

G. Scope of the Agreement

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

## **ARTICLE II SENIORITY**

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

B. Probationary Period

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

1. The College and the Association may by mutual agreement on an individual basis extend the probationary period for an additional thirty (30) calendar days.
2. There shall be no seniority among probationary employees.
3. Probationary employees will accumulate sick leave, vacation and personal business allowance during their probationary period, but may not utilize, or be entitled to such leave until attaining regular status.
4. Medical Insurance: Probationary employees are eligible for the medical care plan

provided by Article XVI.A.

5. Workers' Compensation: Each employee shall be covered by the applicable workers' compensation laws.
6. Evaluation: Written formal evaluations of probationary employees will be made during their probationary period. An evaluation stating acceptable work at ninety (90) calendar days will constitute regular status for the employee.
7. Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first day of his/her employment.
8. Probationary employees shall not be eligible for leaves of absence unless mutually agreed upon by the Association and the College.
9. Probationary employees shall not be entitled to any fringe benefits except those listed in Article II, Section B.

C. Part-Time Help

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

D. Loss of Seniority

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

E. Layoff and Reduction of Staff

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

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

F. Temporary Layoffs

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

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

G. Military Services

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

H. Recalling of Employees

Employees being recalled from layoff shall receive two (2) weeks written notification sent to their last known address. Employees must report to work within two (2) weeks of the date of the notification and failure to report to work shall result in the employee's loss of seniority.

I. Protection

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

J. Seniority Records

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

### **ARTICLE III HOURS OF WORK AND OVERTIME**

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

A. Overtime

1. All work done in excess of seven and one-half (7-1/2) hours in any one day or

thirty-seven and one-half (37-1/2) hours in any one week shall be considered overtime and be paid for at the rate of time and one-half. Saturday overtime shall be double time for the first four hours, and time and one-half thereafter. There shall be no compounding of overtime and premium pay received for time worked under the provisions of this Article shall preclude premium pay for the same time under any other provision of this Agreement.

2. If an employee is called into work prior to his/her regular shift and is expected to continue working his/her regular shift, he/she shall be paid overtime compensation only for those hours worked in excess of seven and one-half (7-1/2) hours, unless he/she provides a statement from his/her physician or the College's physician (paid for by the College)--at the employee's option--substantiating illness during the employee's regular shift on that day.
3. An employee may choose to bank compensatory time in lieu of receiving overtime pay, however, if the administrator determines that compensatory time cannot be granted, the employee will accept overtime pay for extra hours worked. The administrator shall determine when the compensatory time may be taken. Compensatory time will be equal to one and one-half (1-1/2) hours for every one hour of overtime worked. The compensatory time must be taken by the end of 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 is not taken by the end of the contract year in which it is earned, the employee shall receive overtime pay. An employee may request in writing overtime pay for all or part of accumulated compensatory time at any time during the contract year.

#### B. Overtime Records

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

#### C. Temporary Assignment

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

other contractual provisions relating to compensation.

D. Call-In and Call-Back Pay

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

E. Double Time

Double time will be paid when employees are required to work on the holidays listed in Article V. Employees who work on a Sunday or an approved holiday are entitled to double pay for the time worked. This has nothing to do with the regular amount that they and all other employees received because of the day (nothing for Sundays, straight time for paid holidays).

F. Four-Day Schedule

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

G. Off-Campus Troubleshooting

When directed to engage in troubleshooting via technological means while away from a campus, an employee shall be paid for the time worked (but no less than one hour) at the appropriate overtime rate.

## **ARTICLE IV      VACATIONS**

A. Eligibility

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

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

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

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

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

To be eligible for vacation, the employee must be a regular full-time employee and must have worked at least six months. Upon the completion of six months of service, such employee shall earn vacation days beginning with his/her date of hire. Vacation days shall be earned on the basis of months worked. An employee who works less than one-half of the time in a calendar month, but works some time in that month, will receive one-half month credit; an employee who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month. No employee may receive credit for more than 12 months in any calendar year. A maximum of 50 vacation days may be accumulated by June 30 of each year.

B. Holidays

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

C. Vacation Schedules

Each employee shall submit his request for vacation days at least five days in advance. The administrator shall review all requests and shall approve or reject them as soon as practical. Vacation requests will be granted in accordance with the needs of the College in maintaining efficiency of operations. In the event more than one person in the same department or team requests the same vacation period, vacation time will be granted on a first come, first served basis.

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

D. Sick Leave During Vacation

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

## **ARTICLE V            HOLIDAYS**

### A. Definition

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

New Year's Day	Good Friday	Memorial Day	Fourth of July
Labor Day	Thanksgiving Day	Day after Thanksgiving	December 24
Christmas Day	December 31		

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

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

### B. Eligibility

In order to be eligible for the above enumerated holidays, employees must have worked the scheduled work day prior to and the scheduled work day following each of the said holidays, unless the Executive Director of Facilities and Operations excuses the absence.

## **ARTICLE VI            JURY DUTY**

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

### A. Provisions

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

## **ARTICLE VII            BIDDING FOR JOBS**

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

Three (3) copies of the posting for a vacant position will be given to the Secretary of the Association. (The Secretary will also be notified if a vacant position is not to be filled.) The posting will remain open for five (5) working days beginning with the date of the posting. Employees may bid for such jobs within the five (5) day period. Written

notification of the results of the bidding will be given to the Secretary of the Association within thirty (30) days. In classifications 5, 4, 3, and 2 of the current Contract, seniority plus qualifications including skill, experience and job related education will be the prime factors for upgrading. In classification 1 of the current Contract, only seniority shall be a factor for upgrading.

B. Eligibility

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

C. Instruction Period

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

D. New Positions

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

1. After the job has been classified in accordance with the schedule contained in Appendix A, at least the difference between the minimums of the classifications where the work has been slotted and the employee's current classification shall be added to the employee's salary. A greater amount may be added at the discretion of the College.
2. The new salary shall be effective upon the approval date of the new classification or the date of performing the duties of said classification, whichever is later.

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

Whenever an employee's classification level changes as the result of bidding, reclassification, demotion, or temporary assignment, his/her salary at the new classification level shall be determined as provided by Article XIII.A. If the employee is not on step prior to adjustment, his/her salary shall be increased or reduced, as the case may be, by the difference between the minimums of his/her old and new classifications. In the case of demotion, the rate of pay shall not exceed the maximum of the new classification.

F. Personnel File

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

## **ARTICLE VIII SAFETY AND HEALTH**

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

## **ARTICLE IX GRIEVANCE PROCEDURES**

### A. Definition

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

### B. Time Limits

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

### C. General Principles

1. A grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conferences pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. In the event that the Association fails to appeal a grievance or appeal a College answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer. In the event the College shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limits for exercising said appeal commencing

with the expiration date of the College's grace period for answering.

6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The Arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. The College and the Association each shall bear the full costs for its representative counsel in the arbitration, and the costs of arbitration shall be borne equally by the parties.

D. Procedure

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

2. Written Procedure:

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

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

3. Arbitration

- a. In the event the grievance is denied in Step II, the Association may appeal the decision within ten (10) days after receipt of such denial to binding arbitration. A copy of the appeal shall be sent to the Vice President for Human Resources.
- b. The Arbitrator shall be selected under established procedures of the American Arbitration Association.
- c. Any Arbitrator selected must be a member in good standing of the National Academy of Arbitrators.
- d. The award of the arbitrator shall be accepted as final and binding on the Association, its members, the employee or employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision

is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion, or duress is present. The Association shall not then, by any other means, attempt to bring about a different resolution of the grievance.

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

## **ARTICLE X                      DISMISSAL AND DISCIPLINARY ACTIONS**

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

## ARTICLE XI LEAVES OF ABSENCE

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

### A. Eligibility

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

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

### B. Leaves for Health Reasons

1. A health leave will be granted to seniority employees upon the recommendation of a physician. An employee on approved health leave shall continue to accumulate seniority, maintain all rights held before the leave, and have the right to return to his/her position for one year after commencement to the leave. This period may be extended at the discretion of the College. After one year of leave, return to work is dependent upon the availability of a position for which the employee is qualified. If the only available position is of a lower classification than that of the employee's former position, the employee shall receive the rate of pay of the former classification for six months and the rate of pay of the lower classification thereafter. The College may employ a temporary replacement outside the bargaining unit during the period in which the employee has the right to return to his/her position.
2. Return to work shall be conditioned upon submission of a physician's certification of fitness to return to work. If within six (6) months following return the employee is unable to perform his/her job because of the illness or injury for which leave was granted, she/he shall return to leave status effective the first day of the original leave.

### C. Absences Allowed with Pay

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

1. Personal illness of the Employee.
2. Death in the immediate family. 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.

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

D. **Requests for Leaves**

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

## **ARTICLE XII      PHYSICIAN'S CERTIFICATION OF FITNESS TO WORK**

The employee shall provide a statement from a physician substantiating an illness of five (5) consecutive working days and attesting to his/her fitness to work. Additionally, the College may require an employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, or when the Vice President for 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.

### **ARTICLE XIII SALARY SCHEDULE**

- A. Except as provided in C., below, each employee's annual salary shall be determined by the number of full months of adjusted bargaining unit seniority attained as of April 1 in each year of this agreement. Each month of adjusted bargaining unit seniority represents one step on the salary schedule set forth in Appendix A.
- B. Effective April 1, 2010, the salary ranges shall be established in Appendix A.
- C. Effective April 1, 2010 and 2011, any employee that has a salary that exceeds the salary figure shown on the current year's schedule at his/her new step or any employee at step 156 for the coming year shall receive a stipend in the amount of 1% of the step 156 salary for that employee's level, payable biweekly. This amount shall not be added to the employee's base salary.
- D. Adjusted bargaining unit seniority is defined as full-time performance of bargaining unit work as either a bargaining unit member, a member of a different bargaining unit who has been transferred to the bargaining unit, or a non-bargaining-unit member employed under CETA.
- E. Premium pay for the afternoon or night shift shall be nine (9) percent. Except as provided by Article III.A.1., this shift premium shall also be paid for all hours worked before 6 a.m., or after 5 p.m. by an employee who is normally scheduled to start the work day between 6 and 8 a.m.
- F. In each year of this agreement, each employee with ten (10) or more years of adjusted bargaining unit seniority shall receive a longevity payment of \$425 plus \$20 for each year of adjusted bargaining unit seniority in excess of ten years. The payment shall be made on the first pay of the month following the month in which the employee's anniversary occurs.
- G. Each employee's bi-weekly pay will be made by direct electronic deposit to either the employee's checking or savings account or the employee's debit card, at the employee's option.

### **ARTICLE XIV TARDINESS**

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

#### **A. Habitual Tardiness**

Habitual tardiness is grounds for suspension pending investigation toward dismissal.

#### **B. Habitual Absence**

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

### **ARTICLE XV MISCELLANEOUS REGULATIONS**

#### **A. Leaving the Building**

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

supervisor.

B. Lunch Periods

Each employee shall have a choice between an unpaid lunch period of one-hour and an unpaid lunch period of one-half hour and must declare his choice at the beginning of each contract year. Once declared, the length of an employee's lunch period may be changed only with the prior approval of the employee's supervisor.

It should be taken when it can best be fitted into the work pattern and approximately half way through his/her shift. When the College anticipates that an overtime assignment will exceed six (6) hours, an employee will be allowed thirty (30) minutes (unpaid) for lunch during the overtime assignment.

C. Alcohol

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

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

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

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

E. Schedules

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

F. Signing Procedures

Under no circumstances may an employee sign a time record for another. In case of error in signing in or out, the employee will call this to the attention of his/her

supervisor who will assist in the correction. Any employee signing a time record for another employee, or otherwise falsifying a time record, shall be subject to immediate dismissal.

- G. Employees shall be allowed use of the staff lounge.
- H. If written reports are required by the College, up to ten (10) minutes shall be allowed for their completion.
- I. The Association shall have the privilege of using College facilities provided they use the standard procedure to obtain their use.
- J. A designated bulletin board will be available to the Association, as well as reasonable courier, mail and telephone service.
- K. Appropriate outside clothing will be supplied to those employees who are required to work outside under all weather conditions.
- L. Each employee is required to wear a uniform and safety shoes while at work, whether during regular work hours, overtime, or call-in unless otherwise directed by the supervisor. Uniforms shall be provided by the College and must be neat, clean, and in a reasonable condition when worn by the employee. Through the Purchasing department a vendor will be selected and vouchers will be provided so that members may select appropriate uniforms, scarves, gloves, etc., for use while on duty. Each person may select clothing up to \$350 per contract year. When practical, a Macomb county vendor will be given preference. The College shall provide a shoe allowance of \$120 per contract year. Replacement uniforms and shoes shall be made on an as needed basis, as determined by the Director of Physical Plant or his designee. Shop coats or coveralls shall be provided to those employees as deemed necessary by the College.

The two standard uniform styles shall be:

- a) a short- or long-sleeve, medium blue polo shirt with khaki or dark blue uniform pants or shorts; and
- b) a short- or long-sleeve, light or dark blue uniform shirt with dark blue uniform pants or shorts.

Each employee who normally wears a standard uniform may choose to wear either one of these uniform styles daily. All shirts must bear the College name and logo. All shorts are for summer-wear only, and only to the extent that they do not pose safety hazards.

- M. Ten (10) minutes shall be allowed at the end of each shift to lock up tools and wash up.

DECLARATION: The 15 minute break limitation Article XV.E. will be strictly enforced.

## **ARTICLE XVI      FRINGE BENEFITS**

- A. Medical Care Plan
  - 1. Effective January 1, 2002, the College shall provide each employee with the following options in selecting health care coverage or a cash benefit in lieu of such coverage:
    - a. Michigan Blue Cross/Blue Shield MVF-1 with Master Medical and \$1.25 co-pay Traditional prescription drug rider;

- b. Michigan Blue Cross/Blue Shield MVF-1 with Master Medical and \$1.25 co-pay Preferred prescription drug rider;
  - c. Michigan Blue Cross/Blue Shield MVF-1 with Master Medical and \$10 co-pay Preferred prescription drug rider;
  - d. Michigan Blue Cross/Blue Shield MVF-1 with Master Medical and \$10 Generic/\$20 Brand name co-pay Preferred prescription drug rider;
  - e. Community Blue PPO with \$5 co-pay Preferred prescription drug rider;
  - f. Community Blue PPO with \$10 co-pay Preferred prescription drug rider;
  - g. Community Blue PPO with \$10 Generic/\$20 Brand name co-pay Preferred prescription drug rider;
  - h. Community Blue PPO with \$10 Generic/\$40 Brand name co-pay Preferred prescription drug rider;
  - i. Health Alliance Plan (HAP);
  - j. \$2,200 per year payable in bi-weekly installments.
2. The coverage for which the College will contribute under the foregoing may be, at the employee's options, protection for (1) self alone or (2) self and family, including only spouse and eligible children 19 years of age and under, or (3) group coverage for qualified children over 19 years of age with the additional premium charge for such coverage to be paid by the employee as a payroll deduction. However, the College shall not be required to pay for two kinds of coverage for any employee, either as a subscriber or dependent. For newly enrolling employees, coverage shall begin after the prescribed waiting period of the provider selected.
  3. For calendar year 2002, the College's contribution toward the premium for coverage selected under the MVF-1 or Community Blue PPO options shall be an amount equal to the premium cost of Community Blue PPO (with a \$10 generic/\$20 brand name co-pay Preferred Prescription rider) for the coverage selected minus \$371.76 for single-party coverage, \$780.98 for two-party coverage, or \$873.75 for family coverage. The employee shall pay the balance of the premium through payroll deduction. In each succeeding year, the College's contribution toward the premium for coverage selected under the MVF-1 or Community Blue PPO options shall equal its contribution for the preceding year plus an amount equal to sixty-five percent of any premium increase for Community Blue PPO (with a \$10 generic/\$20 brand-name co-pay Preferred Prescription rider). The employee shall pay the balance of the premium through payroll deduction.
  4. The College's contribution toward the premium for coverage selected under HAP shall equal the premium cost of the coverage selected unless the premium cost exceeds an amount equal to the College's contribution for the coverage selected under MVF-1 or Community Blue PPO, as provided in paragraph 3, above. If the premium cost of HAP exceeds an amount equal to the College's contribution for coverage selected under MVF-1 or Community Blue PPO, the College's contribution toward the premium for coverage selected under HAP shall equal its contribution for the coverage selected under MVF-1 or Community Blue PPO, as provided in paragraph 3, and the employee shall pay the balance of the premium through payroll deduction.

5. An employee may elect to participate in a health care reimbursement account at his/her own expense.

B. Life Insurance

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

C. Accidental Death and Dismemberment

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

D. Short-Term Sickness and Accident

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

E. Long-Term Disability

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

F. Travel Insurance

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

G. Prescription Allowance

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

H. Tax Sheltered Annuity

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

I. Tuition Waiver

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

J. Workers' Compensation

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

K. Optical Insurance

The College shall provide Optical Insurance for all Union employees and their dependents who qualify giving benefits no less than Eye Care Plan of America's optical plan as outlined in Appendix B, and effective September 1, 1999.

L. Dental Expense Insurance

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

M. Non-Contributory Investment Plan

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

<u>YEARS OF ADJUSTED BARGAINING UNIT SENIORITY</u>	<u>PERCENT OF BASE SALARY</u>
Eight	Two (2) Percent
Nine	Three (3) Percent
Ten	Four (4) Percent
Eleven or more	Five (5) Percent

**ARTICLE XVII      AUTHORITY OF THE COLLEGE**

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

- A. To the executive management and administrative control of the College and its properties and facilities, and the activities of its Employees while they are on duty;

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

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

## ARTICLE XVIII TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of April 1, 2010, and shall continue in full force through March 31, 2012, subject to conditions set forth herein.
- B. Either party may give written notice to the other of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.
- C. Collective bargaining meetings between the College and MCCCOPA may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the College and MCCCOPA.
- D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

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

COMMUNITY COLLEGE DISTRICT MACOMB COUNTY COMMUNITY COLLEGE  
OF THE COUNTY OF MACOMB OPERATIONAL PERSONNEL ASSOCIATION

For the College:

For the Union:

BY Nancy Falcone  
Nancy Falcone, Chairperson,  
Board of Trustees

BY Dennis Selby  
Dennis Selby, President

BY James Jacobs  
James Jacobs, President

BY Garry Watts  
Garry Watts, Chief Negotiator

BY Elizabeth A. Ferguson  
Elizabeth A. Ferguson,  
Associate Vice President for Human Resources

## APPENDIX A - MCCOPA SALARY SCHEDULE 2010-2012

MCCOPA SALARY CHART APRIL 1, 2010 THROUGH MARCH 31, 2012

Step	Level 1	Level 2	Level 3	Level 4	Level 5
0	\$27,388	\$29,791	\$32,193	\$32,664	\$34,596
1	\$27,468	\$29,894	\$32,313	\$32,784	\$34,719
2	\$27,550	\$29,998	\$32,432	\$32,905	\$34,842
3	\$27,630	\$30,103	\$32,552	\$33,025	\$34,965
4	\$27,710	\$30,208	\$32,672	\$33,145	\$35,090
5	\$27,792	\$30,313	\$32,792	\$33,265	\$35,213
6	\$27,872	\$30,418	\$32,912	\$33,385	\$35,336
7	\$27,953	\$30,523	\$33,032	\$33,505	\$35,459
8	\$28,034	\$30,627	\$33,151	\$33,625	\$35,583
9	\$28,115	\$30,732	\$33,270	\$33,745	\$35,706
10	\$28,195	\$30,837	\$33,390	\$33,865	\$35,829
11	\$28,277	\$30,942	\$33,510	\$33,985	\$35,953
12	\$28,357	\$31,047	\$33,630	\$34,106	\$36,077
13	\$28,438	\$31,149	\$33,750	\$34,226	\$36,200
14	\$28,519	\$31,254	\$33,870	\$34,344	\$36,323
15	\$28,600	\$31,359	\$33,989	\$34,464	\$36,446
16	\$28,680	\$31,464	\$34,110	\$34,584	\$36,570
17	\$28,762	\$31,569	\$34,230	\$34,705	\$36,694
18	\$28,842	\$31,674	\$34,349	\$34,825	\$36,817
19	\$28,923	\$31,778	\$34,469	\$34,945	\$36,940
20	\$29,004	\$31,883	\$34,589	\$35,065	\$37,064
21	\$29,085	\$31,988	\$34,708	\$35,184	\$37,187
22	\$29,165	\$32,093	\$34,828	\$35,305	\$37,310
23	\$29,247	\$32,198	\$34,948	\$35,425	\$37,434
24	\$29,327	\$32,301	\$35,067	\$35,545	\$37,558
25	\$29,408	\$32,405	\$35,187	\$35,665	\$37,681
26	\$29,489	\$32,510	\$35,308	\$35,784	\$37,804
27	\$29,570	\$32,615	\$35,427	\$35,904	\$37,928
28	\$29,650	\$32,720	\$35,547	\$36,024	\$38,051
29	\$29,731	\$32,824	\$35,667	\$36,144	\$38,174
30	\$29,812	\$32,929	\$35,786	\$36,264	\$38,297
31	\$29,892	\$33,034	\$35,907	\$36,384	\$38,422
32	\$29,974	\$33,139	\$36,026	\$36,505	\$38,545
33	\$30,054	\$33,244	\$36,146	\$36,625	\$38,668
34	\$30,135	\$33,349	\$36,265	\$36,744	\$38,791
35	\$30,216	\$33,452	\$36,385	\$36,864	\$38,915
36	\$30,297	\$33,557	\$36,506	\$36,984	\$39,038

Step	Level 1	Level 2	Level 3	Level 4	Level 5
37	\$30,377	\$33,661	\$36,625	\$37,104	\$39,162
38	\$30,459	\$33,766	\$36,745	\$37,225	\$39,285
39	\$30,539	\$33,871	\$36,865	\$37,345	\$39,409
40	\$30,620	\$33,975	\$36,984	\$37,464	\$39,532
41	\$30,701	\$34,080	\$37,104	\$37,583	\$39,654
42	\$30,782	\$34,185	\$37,225	\$37,703	\$39,777
43	\$30,862	\$34,290	\$37,343	\$37,824	\$39,901
44	\$30,944	\$34,395	\$37,463	\$37,944	\$40,025
45	\$31,024	\$34,499	\$37,583	\$38,064	\$40,148
46	\$31,105	\$34,603	\$37,702	\$38,184	\$40,271
47	\$31,186	\$34,708	\$37,823	\$38,304	\$40,395
48	\$31,266	\$34,813	\$37,943	\$38,424	\$40,518
49	\$31,346	\$34,917	\$38,062	\$38,544	\$40,641
50	\$31,428	\$35,022	\$38,182	\$38,664	\$40,765
51	\$31,508	\$35,126	\$38,302	\$38,784	\$40,889
52	\$31,588	\$35,231	\$38,422	\$38,903	\$41,012
53	\$31,670	\$35,336	\$38,542	\$39,024	\$41,135
54	\$31,750	\$35,441	\$38,662	\$39,144	\$41,259
55	\$31,831	\$35,546	\$38,781	\$39,263	\$41,382
56	\$31,912	\$35,650	\$38,900	\$39,383	\$41,505
57	\$31,993	\$35,755	\$39,021	\$39,503	\$41,628
58	\$32,073	\$35,859	\$39,141	\$39,624	\$41,753
59	\$32,155	\$35,964	\$39,260	\$39,744	\$41,876
60	\$32,235	\$36,069	\$39,380	\$39,864	\$41,999
61	\$32,316	\$36,173	\$39,500	\$39,983	\$42,122
62	\$32,397	\$36,277	\$39,620	\$40,103	\$42,246
63	\$32,478	\$36,382	\$39,740	\$40,224	\$42,369
64	\$32,558	\$36,487	\$39,860	\$40,344	\$42,493
65	\$32,640	\$36,592	\$39,978	\$40,464	\$42,616
66	\$32,720	\$36,697	\$40,098	\$40,583	\$42,740
67	\$32,801	\$36,801	\$40,219	\$40,703	\$42,863
68	\$32,882	\$36,906	\$40,338	\$40,823	\$42,986
69	\$32,963	\$37,010	\$40,458	\$40,943	\$43,109
70	\$33,043	\$37,115	\$40,578	\$41,063	\$43,233
71	\$33,125	\$37,220	\$40,697	\$41,183	\$43,357
72	\$33,205	\$37,324	\$40,817	\$41,303	\$43,480
73	\$33,287	\$37,428	\$40,938	\$41,424	\$43,604

Step	Level 1	Level 2	Level 3	Level 4	Level 5
74	\$33,367	\$37,533	\$41,057	\$41,544	\$43,727
75	\$33,448	\$37,638	\$41,177	\$41,663	\$43,850
76	\$33,528	\$37,743	\$41,297	\$41,783	\$43,973
77	\$33,609	\$37,848	\$41,416	\$41,903	\$44,098
78	\$33,690	\$37,952	\$41,536	\$42,024	\$44,221
79	\$33,770	\$38,057	\$41,656	\$42,143	\$44,344
80	\$33,852	\$38,161	\$41,776	\$42,263	\$44,467
81	\$33,932	\$38,266	\$41,895	\$42,383	\$44,591
82	\$34,014	\$38,371	\$42,015	\$42,502	\$44,714
83	\$34,094	\$38,475	\$42,136	\$42,623	\$44,837
84	\$34,175	\$38,580	\$42,255	\$42,743	\$44,961
85	\$34,256	\$38,684	\$42,375	\$42,863	\$45,085
86	\$34,337	\$38,789	\$42,495	\$42,983	\$45,208
87	\$34,417	\$38,894	\$42,614	\$43,103	\$45,331
88	\$34,499	\$38,999	\$42,735	\$43,223	\$45,454
89	\$34,579	\$39,103	\$42,854	\$43,343	\$45,578
90	\$34,660	\$39,208	\$42,973	\$43,463	\$45,701
91	\$34,741	\$39,313	\$43,093	\$43,583	\$45,825
92	\$34,822	\$39,417	\$43,213	\$43,702	\$45,948
93	\$34,902	\$39,522	\$43,333	\$43,823	\$46,072
94	\$34,984	\$39,626	\$43,453	\$43,943	\$46,195
95	\$35,064	\$39,731	\$43,573	\$44,062	\$46,318
96	\$35,145	\$39,836	\$43,693	\$44,182	\$46,441
97	\$35,226	\$39,940	\$43,812	\$44,302	\$46,566
98	\$35,307	\$40,045	\$43,933	\$44,423	\$46,689
99	\$35,387	\$40,149	\$44,053	\$44,543	\$46,812
100	\$35,469	\$40,254	\$44,171	\$44,663	\$46,936
101	\$35,549	\$40,359	\$44,291	\$44,783	\$47,059
102	\$35,629	\$40,464	\$44,411	\$44,902	\$47,182
103	\$35,711	\$40,568	\$44,530	\$45,022	\$47,305
104	\$35,791	\$40,673	\$44,651	\$45,143	\$47,430
105	\$35,872	\$40,777	\$44,771	\$45,262	\$47,553
106	\$35,953	\$40,882	\$44,890	\$45,382	\$47,675
107	\$36,034	\$40,987	\$45,010	\$45,502	\$47,798
108	\$36,114	\$41,092	\$45,130	\$45,622	\$47,922
109	\$36,196	\$41,196	\$45,250	\$45,742	\$48,045
110	\$36,276	\$41,300	\$45,370	\$45,862	\$48,168
111	\$36,357	\$41,405	\$45,489	\$45,982	\$48,292
112	\$36,438	\$41,510	\$45,608	\$46,102	\$48,416
113	\$36,519	\$41,615	\$45,728	\$46,222	\$48,539
114	\$36,599	\$41,719	\$45,849	\$46,343	\$48,662
115	\$36,681	\$41,824	\$45,968	\$46,463	\$48,785

Step	Level 1	Level 2	Level 3	Level 4	Level 5
116	\$36,761	\$41,928	\$46,088	\$46,582	\$48,909
117	\$36,842	\$42,033	\$46,208	\$46,702	\$49,032
118	\$36,923	\$42,138	\$46,328	\$46,821	\$49,156
119	\$37,004	\$42,243	\$46,448	\$46,942	\$49,279
120	\$37,084	\$42,348	\$46,568	\$47,062	\$49,403
121	\$37,166	\$42,451	\$46,688	\$47,182	\$49,526
122	\$37,246	\$42,556	\$46,806	\$47,301	\$49,649
123	\$37,327	\$42,661	\$46,926	\$47,421	\$49,772
124	\$37,408	\$42,766	\$47,047	\$47,542	\$49,897
125	\$37,489	\$42,871	\$47,166	\$47,662	\$50,020
126	\$37,569	\$42,974	\$47,286	\$47,782	\$50,143
127	\$37,650	\$43,079	\$47,406	\$47,902	\$50,267
128	\$37,731	\$43,184	\$47,525	\$48,022	\$50,390
129	\$37,811	\$43,289	\$47,646	\$48,142	\$50,513
130	\$37,893	\$43,394	\$47,766	\$48,262	\$50,636
131	\$37,973	\$43,499	\$47,885	\$48,382	\$50,761
132	\$38,054	\$43,602	\$48,005	\$48,501	\$50,884
133	\$38,135	\$43,707	\$48,125	\$48,621	\$51,007
134	\$38,216	\$43,812	\$48,243	\$48,742	\$51,130
135	\$38,296	\$43,917	\$48,364	\$48,862	\$51,254
136	\$38,378	\$44,022	\$48,484	\$48,981	\$51,377
137	\$38,458	\$44,125	\$48,604	\$49,101	\$51,501
138	\$38,539	\$44,230	\$48,723	\$49,221	\$51,624
139	\$38,620	\$44,335	\$48,843	\$49,342	\$51,748
140	\$38,701	\$44,440	\$48,964	\$49,462	\$51,871
141	\$38,781	\$44,545	\$49,083	\$49,582	\$51,994
142	\$38,863	\$44,650	\$49,203	\$49,702	\$52,117
143	\$38,943	\$44,754	\$49,323	\$49,821	\$52,241
144	\$39,024	\$44,858	\$49,442	\$49,942	\$52,365
145	\$39,105	\$44,963	\$49,563	\$50,061	\$52,488
146	\$39,186	\$45,068	\$49,682	\$50,181	\$52,611
147	\$39,266	\$45,173	\$49,801	\$50,301	\$52,735
148	\$39,348	\$45,276	\$49,921	\$50,421	\$52,858
149	\$39,428	\$45,381	\$50,041	\$50,542	\$52,981
150	\$39,510	\$45,486	\$50,161	\$50,661	\$53,106
151	\$39,590	\$45,591	\$50,281	\$50,781	\$53,229
152	\$39,670	\$45,696	\$50,401	\$50,901	\$53,352
153	\$39,752	\$45,800	\$50,520	\$51,021	\$53,475
154	\$39,832	\$45,905	\$50,640	\$51,142	\$53,599
155	\$39,913	\$46,010	\$50,761	\$51,262	\$53,722
156	\$39,993	\$46,114	\$50,879	\$51,381	\$53,845

## APPENDIX B - EYE CARE PLAN OF AMERICA

### ECPA

*Eye Care Plan of America*

### **ECPA Select**

Insured vision care underwritten by  
Security Life Insurance Company of America

### **A Vision Plan for**

**Macomb Community College**

Eye Care Plan of America (ECPA) is a leading vision care provider delivering vision care benefits to more than 10 million Americans, including many Fortune 500 companies.

#### ◆Choice & Easy Access◆

Members call the ECPA Provider Locator toll-free any time and choose from a list of optometrists, ophthalmologists and opticians and in more than 8,000 conveniently located independent practice and retail store locations. Members simply present their card to ECPA Providers for fast, paperless authorization of benefits with ECPA's automated system. *It's that simple!*

#### ◆Real, Repeatable Savings◆

ECPA Providers agree to Preferred Pricing that is significantly below retail. This means greater value when members apply their scheduled benefits and real, repeatable savings after insured benefits are exhausted. Members always save (up to 40% and more) anytime they present their card *regardless of how much or how frequently they use their savings benefit.*

#### ◆Laser Vision Correction◆

A network of some of the nation's most highly qualified laser vision correction surgeons is available to all ECPA members. Each surgeon is board-certified in ophthalmology and has performed more than 1,000 successful laser vision correction procedures. ECPA members receive 20% savings on PRK and LASIK, not to exceed \$1,500 per eye – a savings value of \$400 – \$1,000 per eye!

### Vision Plan Benefit Summary

**Vision Exam:** Each member is entitled to a comprehensive vision examination by a qualified ECPA Provider.

Covered in full every 12 months

**Lens Benefit:** A choice of glass or plastic (CR39) lenses in single vision, and bifocal or trifocal (FT 25-35, Executive); oversize lenses; and all ranges of prescriptions.

**Single** vision Lenses (pair) covered in full

**Bifocal** Lenses (pair) covered in full  
Progressive Lenses \$59 allowance

**Trifocal** Lenses (pair) covered in full

Frequency: Every 12 months

Exam Co-Payment: \$10

**Frame Benefit:** Members may choose any frame that retails for \$110 or less as a standard benefit. In addition, members may choose a frame that retails for more than \$110 and pay only the difference at ECPA's Preferred Price.

Frequency: Every 24 months

**Contact Lens Benefit:** Members may apply a \$100 allowance toward contact lenses *in lieu of the frames and spectacle lenses benefit.* This allowance may not cover a separate contact lens professional fitting fee.

Frequency: Every 24 months

Materials Co-Payment: \$20

#### **Out of Plan Reimbursement:**

Best value is available from ECPA Providers. However, members may go to non-Plan providers, pay their provider and be reimbursed according to the following schedule.

Vision examination	\$25
Single Vision Lenses (pair)	\$20
Bifocal or Progressive Lenses (pair)	\$30
Trifocal Lenses (pair)	\$40
Frames	\$30
Contact Lenses	\$50

Reimbursement is provided upon receipt of the member's group number (listed on the membership card), the original full itemized invoice and a copy of the prescription.

### Limitations & Exclusions

This is a primary vision care benefit and is intended to cover only eye examinations and corrective eyewear. Medical or surgical treatment of eye disease or injury is not provided under this plan. Coverage may not exceed the lesser of actual cost of covered services and materials or the limits of the policy.

Covered Materials that are lost or broken will be replaced only at normal service intervals indicated in the Plan Design; however, these materials and any items not covered below may be purchased at Preferred Pricing from an ECPA Provider. In addition, benefits are payable only for expenses incurred while the Group and individual Member coverage is in force.

ECPA will not cover:

- Orthoptics or vision training and any supplemental testing; Plano (non-prescription) lenses; or two pair of eyeglasses in lieu of bifocals or trifocals.
- Medical or surgical treatment of the eyes.
- An eye exam or corrective eye wear required by an employer as a condition of employment.
- Any injury or illness covered under Workers' Compensation or similar law, or which is work related.
- Plain or prescription sunglasses or tinted lenses, and no-line bifocals and blended lenses.
- Sub-normal vision aids.
- Services rendered or materials purchased outside the U.S. or Canada, unless; the insured resides in the U.S. or Canada, and the charges are incurred while on a business or pleasure trip.
- Charges in excess of Usual and Customary for services and materials.
- Experimental or non-conventional treatments or devices.
- Safety eyewear.
- Spectacle lens styles, materials, treatment or "add-ons" not shown in the Schedule of Benefits.

ECPA's Laser Vision Correction Network

ECPA membership provides access to ECPA Preferred Pricing. Transactions are handled directly between Members and Providers. Refractive surgery is an elective procedure and may involve potential risks to patients. ECPA cannot and does not guarantee the outcome of any refractive surgical procedure or a total elimination of the need for glasses or contacts.

### **HOW ECPA SELECT WORKS**

1. Call the **ECPA** Provider Locator to find a provider near you – (800) 843-3272
2. Schedule an appointment with your **ECPA** Provider, identifying yourself as an **ECPA** member.
3. Present your **ECPA** card for *Easy Access* to your benefits at your **ECPA** Provider. No paperwork is involved; you simply pay your co-payment and any expenses that are not covered.

For information on laser vision correction surgeons in your region, please visit ECPA's website at [www.ecpa.com](http://www.ecpa.com) or call (800) 843-3272. Call an ECPA Surgeon directly for more information and to schedule an appointment. Identify yourself as an ECPA member and present your ECPA membership card at the time of appointment to receive your savings.

## LETTER OF UNDERSTANDING

The parties agree that the reference to years of adjusted bargaining unit seniority in Article XVI.M. is to completed years of seniority. For example, the reference to eight years means the start of the ninth year of bargaining unit seniority.

For the Union:  
/s/ Jerome Hackett

For the College:  
/s/ William MacQueen

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## LETTER OF AGREEMENT

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

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

For MCCCOPA:  
/s/ Harold Miller

For the College:  
/s/ William J. MacQueen

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## LETTER OF AGREEMENT

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

Effective April 1, 1995, an employee in a level 4 or 5 skilled-trade position whose annual salary for the contract year would otherwise be less than the maximum for the level of his position level shall be advanced one step on the salary schedule (Appendix A) for every three months of outside work experience directly related to his position up to a maximum of 60 steps. This advancement is in addition to the advancement provided by Article XIII.A.

For MCCCOPA  
/s/ Tim Carrie,  
President

For the College  
/s/ William J. MacQueen  
Vice President for Employee Relations

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## LETTER OF AGREEMENT

Notwithstanding Article VII.A., temporary and regular transfers of employees may be effected under terms and conditions established by agreement of the Executive Director of Facilities & Operations or his designee and the President of the Association.

For the Union:

For the College:

/s/ Richard Koczuk    Dated 4/5/02  
President, MCCCOPA

/s/ William J. MacQueen    Dated 4/5/02  
Vice President for Human Resources

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## LETTER OF UNDERSTANDING

Memorandum of Understanding  
between  
Macomb Community College  
and  
Macomb County Community College Operational Personnel Association

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

For MCCCOPA:

For the College:

/s/ Jerome Hackett  
President

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

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TO:            Arlen Lemke, Budget Director  
FROM:        Peg MacTavish, Director of Human Resource Management  
RE:            Shift Premium Payment - Console Operators  
DATE:        March 11, 1988

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

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

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