



AGREEMENT

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

and the

AMERICAN FEDERATION
of
STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2172.16, AFL-CIO
Part Time Support Staff



July 1, 2010–June 30, 2012

AFSCME LOCAL 2172.16
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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees. The parties recognize that a sound educational program as it affects the best interest of the College district, its students and its employees is a primary objective.

To those ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

EMPLOYEE AND EMPLOYER RIGHTS

1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Employee of the Employer shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer further agrees that it will not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Union, participation in any lawful activities of the Union, or complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. The Employees recognize and agree to faithfully adhere to the rights, privileges, duties, and responsibilities concerning said Employees as prescribed in Act 379 of the Public Acts of 1965.
3. The Union, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, or any unlawful acts that interfere with the College's operations.

ARTICLE 1

Recognition and Conditions of Employment

1. This Agreement is made this 28th day of September, 2010, by and between the Board of Trustees of the Community College District of the County of Macomb (Board) and the Michigan, Council 25, American Federation of State, County, and Municipal Employees, Local 2172.16 (Union) for the period July 1, 2010 – June 30, 2012.
2. The Board recognizes the Michigan Council No. 25, American Federation of State, County and Municipal Employees, Local 2172.16, as the sole and exclusive bargaining agent as defined in Section II of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representation" Case No. R03 L-178, March 15, 2004, by the State of Michigan Employment Relations Commission for all regular part time employees excluding employees classified as executives, faculty or administrators, casual and temporary; students employed fewer than six (6)

consecutive months; supervisors and all other employees

3. The College shall provide Michigan AFSCME Council 25 on an annual basis a report indicating the name(s), address, and telephone number of all part-time Employees.
4. The Board shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of this Agreement.
5. The policies of the Board as they relate to rates of pay, wages, hours of employment or other conditions of employment shall as of the effective date of this Agreement, be considered a part of the Contract and shall not be added to, subtracted from or changed without mutual agreement of both parties. This shall not prevent the Employer from initiating changes in procedures and operating methods provided such changes do not impair the substantive rights or benefits secured to the employee by this Agreement.
6. This Agreement supersedes any rules, regulations or practices of the Board that are contrary to or inconsistent with its terms, relating to rates of pay, wages, hours of employment, or other conditions of employment.
7. This Agreement constitutes the total understandings between the parties relating to rates of pay, wages, hours of employment, or other conditions of employment and it shall not be added to, subtracted from or changed without mutual agreement of the parties.
8. This 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 Board and the Union. 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 the provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provisions of the Agreement. If a court of competent jurisdiction holds any provision of this Agreement illegal, void or invalid, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties. Any amendments or deletions shall be made known to the Union as soon as possible.
9. Both the College and the Union declare commitment to Equal Employment Opportunity, and of non-discrimination in the provision of all services and in the administration of this Agreement. Therefore, it is declared jointly that there will be no discriminatory practices based upon race, creed or religion, color, sex (including sexual harassment), marital status, national origin, age or handicap. Further, the College and the Union jointly undertake to comply fully with all applicable Federal, State and Local laws relating to Equal Employment Opportunity and non-discrimination in fulfilling their obligations under the terms of this Agreement.

ARTICLE 2
Management Rights

1. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves to itself without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in to by the laws and the Constitutions of the State of Michigan and the United States, including but not limited to the right:
 - a. To the executive management, organization and administrative control of the District and its properties and facilities, and to direct the work and activities of its employees while on duty.
 - b. To hire all employees, and subject to provisions of the law, to determine their qualifications and the conditions of their continued employment, their discipline or dismissal and to promote, assign, transfer, evaluate and lay off all such employees.
 - c. To determine the methods, means and number of personnel by which the operations of the College are to be conducted.
 - d. To determine the equipment and procedures to be used, the schedule of duties for each work assignment, and the starting and quitting time and number of hours to be worked on each shift.
 - e. To establish and enforce policies, rules, and regulations as the College deems best for the purpose of maintaining order, safety and the efficient and effective operation of the College's programs and facilities.
 - f. To take such actions as may be deemed necessary to carry out the mission of the employer in case of emergencies.
 - g. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board or its designated agents and officers, in adoption of policies, rules, regulations, and practices and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement and then only to the extent the specific and express terms are in conformance with the laws and Constitutions of the State of Michigan and the United States.

2. The direction of the working force, including the assignment of duties, shall rest solely in the College and in the administrators designated by the College. The directions of the administrative staff shall be carried out subject to the right of an employee to file a grievance that the instruction or direction was in violation of this Agreement.

ARTICLE 3
Union Security

Membership in the Union shall be open to all Employees as defined in Article 1.A. regardless of race, creed, sex, marital status, national origin, or age.

Dues Deduction

1. **Check-off form:** During the life of this Agreement and in accordance with the terms to the extent the laws of the State of Michigan permit, the Board agrees to deduct Union membership dues levies in accordance with the Constitution and by-laws of the Union from the pay of each Employee who executes or has executed the “Authorization for Check-Off of Dues” form or equivalent.
2. The Board agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.
3. 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 Union and execute an authorization for full dues deduction, such Employee shall, as a condition of continual employment by the Board, 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 Union Treasurer.
4. The Union Secretary-Treasurer shall notify the Board in writing 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 a period of thirty (30) days following the successful completion of the probationary period or change in deductions of the Employee, the Board 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, such termination to be effective 30 days following notification.
5. This termination shall not be subject to the provisions of Article 5 of this Agreement. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE 4
Communication

1. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistical and financial information related to Macomb Community College and in possession of the Board as is necessary for negotiation of collective bargaining agreements. It is understood that the Board will not make special compilations of information and statistics unless mutually agreeable.
2. All requests made by the Union for documentary, historical and compiled information and materials shall be made first through the Director of Human Resource Management or designee.
3. The Employer will provide the Union with a list of its designated representatives certified in writing.
4. The President of the Union will be given a copy of the Board agenda of each public meeting, including all non-confidential attachments, at the same time regular distribution is made.
5. The President of the Union will be given a copy of the Board minutes of each public meeting at the time regular distribution is made.
6. The Employer will furnish the Union with names and work locations of newly hired Employees within a reasonable time period.
7. At the same time, the Employer will furnish job classifications and assignment of new Employees to the Union.
8. The record of qualifications for newly hired Employees shall be made available to the Union President upon request.
9. The Employer will furnish the Union with names and positions of all moves made by Employees.
10. The Union will be notified in writing of all temporary assignments and terminations at the time of such assignments and terminations.
11. The Employer will also notify the Union of any organization changes.

ARTICLE 5
Representation

Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of four (4) members and the committee may, in addition and at the Union's option, include consultants.

Stewards

The Employer further agrees to recognize a Chief Steward and Stewards from a maximum of eight (8) designated areas.

Release Time Provisions

1. The names of all Union representatives identified above shall be certified in writing to the Employer by the Union upon election or appointment. Such certification shall be prerequisite to the granting of release time under the terms of this Agreement.
2. Specified Union representatives, above, shall suffer no loss of earnings for time spent in investigating and/or adjusting grievances and for attending scheduled meetings with Management relating to grievances, arbitration or other meetings with Management involving matters pertaining to the Agreement.
3. It is agreed that one (1) officer of Local #2172.16 is authorized to use two (2) days per year release time in order to attend conferences, conventions, trainings pursuant to the operation of the bargaining unit without loss of pay.
4. Members of the Union's Negotiating Committee and the Area Stewards will be permitted to leave their work, upon notifying their supervisors, for the purpose of preparing for negotiations. Commencing the first Monday of the month prior to the beginning of negotiations, the Negotiating Committee will be allowed up to two (2) hours release time weekly, and the Area Stewards will be allowed up to one (1) hour release time bi-weekly.

ARTICLE 6
Classification/Reclassification

1. The classification system is designed to identify and categorize positions according to the nature of duties and the degrees of responsibility associated with the position. The part-time classification system is patterned after the classification system used for the College's full-time bargaining units.

2. Each classification may consist of four levels.
 - a. Level 1 positions represent entry-level positions and have the lowest level of responsibility and least complex tasks.
 - b. Level 2 positions represent an increase in responsibilities and complexity.
 - c. Level 3 positions represent the highest level of responsibility and complexity.
 - d. Level 4 positions represent those position in the technical or service classification that have been assigned a wage exception due to the nature or scope of the position.
3. Classification descriptions
 - Q – Macomb Center for the Performing Arts back stage/technical crew
 - U – Technical
 - V – Service (other)
 - W – Clerical
 - X – Campus Police Dispatchers
 - Y – Culinary Arts/Professional Food Service
 - Z – Maintenance
4. The Office of Human Resources, in consultation with the hiring department, prepares job descriptions. Job descriptions shall be reviewed with the Union prior to implementation. The Office of Human Resources will maintain backup files for all active part-time positions. Approved job descriptions can be obtained from Human Resources.
5. When the College determines a position needs to be a different level, the position may be reclassified to the appropriate level. If a job description for the reclassified position does not exist, the Office of Human Resources will create one in collaboration with the department. All changes shall be reviewed with the Union prior to implementation.
6. Whenever new or different work is undertaken by the College that is not covered by the classifications found in this Agreement, or when existing jobs are permanently, substantially and materially changed so that the existing job description no longer fits within the classification, a system of ranking in relation to other positions within the unit will be used to assign the classification. If there are no related positions within the unit appropriate for comparison, the College will classify the position by comparing its duties to those performed by full-time employees.
7. The work performed by members of this bargaining unit is not exclusive to this unit. From time to time it may be preferable to have the work performed by employees outside of this bargaining unit. The College reserves the right to assign work performed by part-time employees to other college employees.

ARTICLE 7

Special Conference

1. Special Conferences for discussion of important matters will be arranged between the Director of Human Resource Management or a designee and the President of the Unit upon the request of either party. Such conferences shall be between designated representatives of the Employer and designated representatives of the Union.

2. These conferences shall be held during working hours. It is agreed that the Union representatives may meet one-half hour immediately preceding the Special Conference. The special conferences shall in no way be considered a substitute for the Grievance Procedure as outlined in the Grievance Procedure.
3. An agenda of discussion items shall be presented to the parties prior to the meeting.

ARTICLE 8

Grievance Procedure

Definition

Any claim by the Union or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement or violation of any past practice shall be a grievance, and shall be resolved through this procedure.

Time Limits

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

Grievance Representation

Union representatives shall notify and obtain their Immediate Supervisor's permission before leaving their workstation. Time will be allowed with no loss of pay for the purpose of investigating and processing grievances.

General Provisions

1. In the event that the Union fails to appeal a grievance or appeal a College Board answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer, if any. In the event the College shall fail to supply the Union 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 limit for exercising the appeal, commencing with the expiration date of the College's grace period for answering.
2. The parties agree that it is good practice to keep all discussions confidential during the procedural stages of the resolution of the complaint.
3. All grievances shall be in writing, using the forms for that purpose supplied by the Office of Human Resources.
4. Consistent with the Public Employment Act of the State of Michigan, the Bargaining Unit shall be notified of meetings between Management and a grievant relating to any written grievance, and a bargaining unit representative, steward, or designee shall be "given opportunity to be present" at such meetings.

5. The aggrieved Employee, with or without the steward or designee, will consult with her/his Immediate Administrator or designee within ten (10) days after the aggrieved knew of the events giving rise to the grievance. When an Informal Conference is requested the Employee will advise the Immediate Administrator or designee:
 - a. That it is an Informal Conference;
 - b. Whether or not a Union representative will be in attendance.

If the steward or designee is present during the Informal Conference, the Immediate Administrator or designee may also have representation from Human Resources.

If the issue is not resolved in the Informal Conference with the Immediate Administrator or designee the Union may proceed to Step 1 of the Grievance Procedure.

An "Informal Conference" will be requested by the Union only when there is an "aggrieved employee."

The Union will file a written grievance at Step 1, 2, or 3 (as appropriate) when the grievance is a class action. In such cases, there will be no Informal Conference.

6. Provided both parties agree, Steps 1 and/or 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

STEPS OF THE GRIEVANCE PROCEDURE

Step 1

1. If the Issue is not resolved in the Informal Conference, the Union will present the grievance in writing to the Immediate Administrator within ten (10) days after such decision.
2. Within ten (10) days from receipt of the written grievance, the Administrator will reply in writing to the Union.

Step 2

1. If the grievance is not resolved at Step 1, the grievant and steward or designee will, within ten (10) days after having received the written answer, forward the grievance to the Vice President or designee of the area. The Vice President or designee will arrange a conference for discussion of the grievance between the grievant, Union representative, and the Immediate Administrator. The Vice President may attend this conference at his/her option.
2. The Vice President or designee will submit the written answer to the grievant and to the Union within ten (10) days from the receipt of the grievance.

Step 3.

In the event the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Office of Human Resources within ten (10) days of the decision. The Office of Human Resources will, within ten (10) days, meet with the Chief Steward or a designee, the Steward or a designee, and the appropriate Vice President or designee and will submit a written answer to the Union within ten (10) days from the receipt of the grievance.

Step 4. Arbitration

1. If the Employer and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) working days after the decision of the Employer or designated representative. The grievance shall be considered submitted to arbitration when written notice is submitted to the College by the Union informing the Employer of the Union's intent to arbitrate the grievance. If AFSCME Council 25 internal appeals procedure is invoked, the Employer shall grant an extension of the time limits to cover such appeal procedure.
2. The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific and express provisions of this collective bargaining Agreement. If the grievance sought to be arbitrated is not specifically covered by the Agreement then the Arbitrator shall have no authority to decide the grievance. The arbitration shall be conducted under the auspices of the American Arbitration Association, and the conduct of the hearing shall be controlled by the rules of the Association. The expenses of the Arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.
 - a. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
 - b. Neither the Board nor the Union at the Arbitration proceedings will assert any grounds or evidence not previously disclosed to the other party.
 - c. The decision of the Arbitrator shall be final and binding upon the College, the Union, and the Employee or Employees involved in the grievance.
 - d. It is understood and agreed that the interpretation of any insurance contracts or policies shall not be subject to arbitration.

ARTICLE 9 **Probationary Employees**

1. New Employees shall be on Probation for the first ninety (90) workdays of their employment and during such period Probationary Employees may be terminated by the Employer without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.
2. The Board and the Union may, by mutual agreement on an individual basis, extend the probationary period.

3. There shall be no seniority among Probationary Employees.
4. Probationary Employees will accumulate paid time off during their probationary period, but may not utilize or be entitled to such leave until attaining permanent status.
5. Evaluation: Written formal evaluations of Probationary Employees will be made during their Probationary Period at 45 and 90 workdays. An evaluation stating acceptable work at ninety (90) work days will constitute Status for the Employee.
6. Upon completion of the Probationary Period, the Employee will be a Status Employee and be considered to have seniority computed from the first day of employment as defined in Article 10 Seniority.

ARTICLE 10

Seniority

1. Seniority shall be determined on a departmental level for the purpose of layoff and recall. Each employee shall have seniority dates including effective date of hire, adjusted seniority date (part-time rehire date) and date of entry in the department.
2. Seniority rights of an Employee shall cease for any one of the following reasons:
 - a. If the Employee terminates employment.
 - b. If the Employee is discharged and such discharge is not reversed through the grievance procedure.
 - c. If the employee is absent for three (3) consecutive working days without notifying the College and fails to give reasonable explanations for the absence and lack of notice.
 - d. If the employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein in Article 13.
 - e. If the employee overstays a leave as provided for in Article 16 without providing a reasonable explanation within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
 - f. If the employee retires. Employees who retire under the provisions of M.P.S.E.R.S. shall be considered new probationary employees.
 - g. If the employee gives a false reason for a leave of absence.
 - h. If the employee accepts a position in another department the employee's department seniority date shall be as of the date of entry into the new department. The employee's original date of hire shall remain consistent throughout the employee's employment as a part-time employee.
3. The College recognizes the importance of seniority in all layoffs, reinstatements and recalls.
4. In the event of a tie in seniority the tie shall be broken by reference to a table of pseudo random numbers and the social security numbers of the involved Employees. The Employee whose number appears first on the table shall be deemed to have higher

seniority than the other involved Employee(s) in all layoffs, reinstatements and recalls.

5. Seniority dates shall be adjusted to account for breaks in service, but will not include the break between the fall and winter semester or Spring Break. Employees who do not work over the spring or summer semesters will be placed on inactive status until they return to work in the fall semester. Seniority will be frozen during that time and adjusted when the employee resumes active status. If the employee does not return to active status, the employee will be considered terminated as of the last date worked.

ARTICLE 11

Evaluation of Status Employees

Evaluations during Trial Period:

1. Status employees serving a trial period shall be subject to continuous evaluation, including written evaluations attached in Appendix B by the immediate supervisor.
2. Evaluations during the trial period shall take place at 25 and 45 workdays.

Evaluation of Regular Status Employees:

1. Evaluation shall be a continuing process through verbal guidance, directives and clarification of job performance.
2. Written evaluations of status employees may take place twice per year under the following circumstances:
 - a. The immediate supervisor determines a formal evaluation is necessary to identify and correct a performance issue, or
 - b. The immediate supervisor has a procedure in place to evaluate all part-time staff and applies the procedure to all regardless of performance.
3. Written evaluations of regular status employees must be completed on the written evaluation form, attached in Appendix C.

ARTICLE 12

Personnel File

1. The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Office. There will be only one personnel file for each Employee.
2. The Employee will have the right, upon request, to examine his/her own personnel file. The Employee will make an appointment with the Human Resources Office to examine

his/her personnel file. A member of the Human Resources Office staff will be present when the Employee inspects said file and the Employee may be accompanied by a member of the Union if the Employee desires.

3. At the Employee's request, the Employer will reproduce any materials in the Employee's personnel file.
4. The Employee will have the right to add to his/her personnel file materials which attest to proficiency and experience. Such materials shall testify to the successful completion of any course, seminar, or other program that increases or broadens the Employee's qualifications for any College position.

ARTICLE 13 **Layoff and Recall**

Layoff

1. Layoff shall mean a reduction in the work force on a departmental basis.
2. When the College determines the need to reduce the work force the following procedure shall be used:
 - a. At least fifteen (15) working days prior to a layoff, the matter will be discussed with the Union.
 - b. The College and the Union will first attempt to reassign employees slated for layoff to available unfilled positions. Whenever possible an attempt will be made to place the employee in the same or a similar classification within the same pay level, provided the employee has the necessary qualifications for the position.
 - c. In the event there are no available unfilled positions, layoff will be determined by seniority within the affected department. The lowest senior employee in the affected department shall be laid off first.
 - d. Bumping shall not be allowed.
 - e. This procedure shall not apply to layoffs caused by academic breaks, the end of the academic year (summer break) or layoffs resulting from implementation of the AFSCME 1917 or AFSCME 2172.15 bargaining unit contracts.
3. The Union Chapter Chairperson and Chief Steward shall have top seniority for layoff and recall purposes only and subject to their ability to perform the work available efficiently.

Recall

Employees on layoff shall be given the first opportunity to fill vacant positions for which they are qualified according to the following Recall Procedure:

1. Recall for those possessing the qualifications for available positions shall be in inverse order of layoff.

2. A recalled employee will first be offered a position within the same classification/pay level from which s/he was laid off if such an opening exists. If such an opening doesn't exist, the employee may be offered a position in the same classification at a lower pay level or in a different classification at any pay level.
3. When an Employee accepts a lower level position or a position within a different classification as a result of recall from layoff s/he shall have the option to progress to her/his former pay level and/or classification in line with seniority and qualifications as vacancies occur. If the option is declined, the right to progress to her/his former classification under the Recall Procedure is forfeited.
4. An Employee shall be notified by certified mail, return receipt requested to return to employment and must do so within ten (10) working days of receipt of notice or be considered terminated.

ARTICLE 14
Hours of Work and Overtime

1. The normal work week shall consist of up to 20 hours for employees classified as W and 30 hours for employees classified as U, V, X, Y and Z.
2. Employees classified as W and working as registration personnel, in either Enrollment or Financial Services, may exceed the 20 hours per week limit during registration periods, pursuant to Appendix D.
3. Employees classified as Q may exceed the 30 hours per week limit when working on productions for the Macomb Center for the Performing Arts, pursuant to Appendix E.
4. Employees classified as Z may exceed the 30 hours per week limit when working during the summer months, holidays, vacation periods and emergencies, pursuant to Appendix F.
5. The department supervisor or designee shall set the employee's schedule, based on the needs of the department. The schedule can be changed upon mutual agreement between the employee and supervisor or designee. The schedule cannot exceed 20 or 30 hours per week, depending on classification, without prior written approval from the Office of Human Resources.
6. Part-time employees receive overtime only if the employee works more than eight (8) hours in a day at the College's request or more than forty (40) hours in one week. Employees are not eligible for compensatory time in lieu of overtime payments.
7. Each Employee shall be entitled to a paid fifteen (15) minute rest period for each four (4) consecutive hours worked in a workday.
8. Each Employee shall be entitled to an unpaid, duty-free thirty (30) minute lunch period when assigned to work six (6) or more consecutive hours in a workday.

9. Employees must submit a completed timecard each pay period. Employees are only paid for actual hours worked. Any hours beyond eight (8) that are not approved on the timecard as overtime shall be paid at the straight time rate.

ARTICLE 15

Vacancies

1. All job vacancies will be filled in accordance with the provisions of this Agreement. A job vacancy is defined as a vacancy that is created as a result of the resignation, termination or death of an employee, the transfer of the employee to another position within the College, or the creation of a new job not previously filled.
2. The College reserves the right to determine when a position will be filled, made inactive, or eliminated.
3. When the College determines a vacancy will be filled, the department will contact the Office of Human Resources to post the position. All postings will consist of the approved part-time job description and the contact information for applying. Postings will be sent to staff through the College's e-mail system and will be posted on the College's website. All postings will remain open for a minimum of five (5) days.
4. Employees with the necessary qualifications and interest in the vacancy must submit a cover letter, current resume, and any other application materials to the Office of Human Resources within the posting period.
5. The department, on the basis of qualifications and availability, shall fill job vacancies. The final decision in hiring a bargaining unit member rests with the hiring department.
6. Status employees shall serve a forty-five (45) workday trial period. During the trial period the employee and the College have the right to revert the employee to the position held by the employee immediately previous to the trial position, provided the position has not yet been filled. In the event the position has already been filled, the College and the Union will meet to discuss an appropriate resolution.
7. If the vacancy to be filled is the result of the retirement of a part-time employee, the College will have the option of rehiring that part-time employee before posting the position. This option may only be exercised if the part-time employee returns to the same position within 60 days of retiring.

Temporary Assignments

1. The College may temporarily assign members of the bargaining unit to perform the duties of full-time clerical (AFSCME 2172) employees for up to 37.5 hours per week. These temporary assignments shall not exceed 60 days without mutual agreement and are subject to any restrictions negotiated between the College and AFSCME 2172. Employees temporarily assigned to cover the duties of a full-time clerical employee will

remain in this bargaining unit and will not be entitled to any rights or benefits granted to AFSCME 2172 members. Members on temporary assignment shall be paid an hourly rate equivalent to the step 0, level 4 pay rate then in effect when assigned to perform the duties of a level 4, 5 or 6 full-time clerical employee. For assignments at levels 1, 2 or 3, the member shall be paid an hourly rate equivalent to step 0 of the level 1, 2 or 3 position or the employee's current rate of pay whichever is higher.

2. The College may temporarily assign members classified as U to temporary full-time equivalent positions within the bargaining unit under Article IV.G of the AFSCME 1917 contract.
 - a. When the position is equivalent to the part-time position, employees assigned to these positions shall continue to be paid their same hourly rate, but shall be allowed to work 37.5 hours per week for up to 90 calendar days. They shall not be entitled to any of the rights or benefits granted to AFSCME 1917 members.
 - b. When the position is equivalent to a full-time AFSCME 1917 position, employees assigned to these positions shall be paid an hourly rate based on the AFSCME 1917 pay scale and shall be allowed to work 37.5 hours per week for up to 90 calendar days. The hourly rate shall be based on education, experience, and the actual duties to be performed. Employees in these positions shall not be entitled to any of the rights or benefits granted to AFSCME 1917 members.

Work Study Assignments

Both parties recognize that as an educational institution Macomb Community College must make opportunities available for students to gain additional education and work experience through positions related to their courses of study. Both parties also recognize that the work study program depends on the College's ability to offer opportunities for work-study students to earn the financial aid grant awarded to them.

The College agrees that work-study positions will be used to supplement the part-time staffing needs of the College. Work-study positions will be available to the extent of the work-study student's grant and to the extent there is work available. Work-study students hired in August may be placed on the department's budget at the end of the fall semester, provided there are sufficient funds available and the placement does not displace a bargaining unit member, until additional work-study monies are available for the winter semester. Work-study students hired in January may be placed on the department's budget when work-study funding runs out, but may not work beyond the end of the winter semester unless the student has been hired to fill a vacant, posted position. Work study students who are members of the bargaining unit may be placed on the department's budget between the winter and fall semesters in lieu of a temporary posting if there is a reasonable belief that work study monies will be awarded to the student for the fall semester. Work-study positions may not be converted into regular positions without mutual agreement between the College and the Union.

ARTICLE 16 **Leave of Absence**

Worker's Compensation

1. Absences resulting directly from on-the-job injuries or illness shall be subject to the provisions of Workers Compensation as specified by law. Injuries shall be reported to the appropriate administrator, the Office of Human Resources, and Campus Police as soon as possible.
2. An employee shall be granted a Workers' Compensation leave of absence upon submission of appropriate verification that the leave is necessary.
3. This Workers' Compensation leave would terminate after a return to work notice or recovery statement has been filed in the Human Resources Office. If the employee remains disabled beyond sixty (60) days, the Employee shall retain the right to return to the position that he/she left up to a maximum of one (1) calendar year and such position may be filled by a temporary assignment. An employee receiving the temporary assignment shall hold such position subject to being removed from the position in the event the employee on leave returns at any time within the year. If the employee on Medical Leave does not return within one year the Employee shall be considered terminated. If the Employee on Workers Compensation returns during the year, the Employee on temporary assignment shall be removed from the job and will revert to the position held prior to the temporary assignment.

Military Leave

Employees who are inducted or who volunteer into the Armed Services will be granted non-compensable leaves in conformance with conditions established by Federal and State Laws.

Family Medical Leave (FMLA)

1. Federal law provides Family and Medical Leave Act coverage for all eligible Employees who need to take time off for the birth of a child, placement of a child with the employee for adoption or foster care, care of a parent, spouse or child with a serious health condition, or to take care of an Employee's own serious health condition that prevents the employee from performing the major functions of her/his position.
2. To be eligible for FMLA, an Employee must have worked at the College for at least twelve (12) months, and have worked 1250 hours in the 12-month period preceding the request for leave. The leave may only be used for the specific purposes outlined above, and documentation is required. Eligible part-time Employees are allowed to take up to 12 weeks unpaid leave. Any accumulated paid time shall be exhausted first and will be counted towards satisfying the maximum leave time provided by the Act.
3. Employees who want to take leave under the FMLA can get copies of the request form and certification form on the intranet or the Office Human Resources.

Jury Duty

A Part-time Employee who is called to jury duty should notify his/her supervisor of the anticipated dates of service. If the Employee expects to miss regularly scheduled hours, the Employee should discuss a temporary schedule change with his/her supervisor to allow the Employee to pick up missed hours at another time during the week. Neither the Employee nor the supervisor can adjust the work schedule to pick up hours from one week in another week, unless it can be done without exceeding the hourly limits for that position.

ARTICLE 17 **Protection of Members**

Due Process

1. No Employee shall be reprimanded, demoted, or discharged without just cause.
2. The employee will be notified of the specifics of the complaint if the College intends to pursue the complaint.
3. Employees shall be advised that they have the right to have a union representative present during any meeting that may lead to discipline, and the right to postpone any meeting until such representative is available.
4. If the College believes discipline beyond an oral warning is warranted, the parties will meet to discuss it. If disciplinary action is taken, the member and the Union will be informed in writing of the extent of the discipline and the reasons for it. A copy of the disciplinary action will be provided to the employee, the Union and placed in the employee's personnel file in a confidential envelope.
5. The Employee will have an opportunity to submit written evidence of rebuttal to any charges against him/her and such rebuttal shall become part of his/her record. The rebuttal will be included with the disciplinary notice in the personnel file.

Progression of Discipline

1. The College recognizes the objective of corrective discipline for employees. This procedure may result in the suspension or termination of an employee if the progressive severity of the disciplinary actions taken by the supervisor does not bring about the desired improvement in behavior or performance from the employee. Corrective discipline shall normally be in the order described below:

1 st offense	Oral
2 nd offense	Written
3 rd offense	1 day suspension
4 th offense	5 day suspension
5 th offense	Termination

2. Progressive discipline is not appropriate for all violations. Violations involving drugs or alcohol, violence, theft, or gross negligence are not required to follow the above

progression. In the event the College determines following all steps in the progressive discipline are inappropriate, the College will notify the Union of its intent to impose a different level of discipline and the reasons for that decision.

3. Should the disciplined employee or Union consider the discipline to be improper a written grievance shall be presented to the College within the timeline set forth in the grievance procedure. Termination shall be referred to step 3 of the grievance procedure.
4. In imposing any discipline, the College will not take into account any disciplinary action which occurred more than two (2) years previously.

ARTICLE 18 **Paid Time Off**

1. Paid time off allowance shall be provided in lieu of personal business leave, sick leave, vacation leave and holidays.
2. Employees will be allowed to carry over a maximum of 5 hours paid time off from one contract year to the next.
3. Paid time off shall be requested at least five (5) days in advance, through the immediate supervisor, except in cases of illness or emergency.
4. To be eligible to receive paid time off on July 1, the employee must have at least one full year of service as of June 30
5. Eligible employees shall receive paid time off hours according to the following table:

Years of Service	Percent of Hours Worked
1 – 3 years	1%
3 – 6 years	1.5%
6 or more years	2%

6. By July 1st, a bargaining unit member must have completed three (3) or six (6) years of continuous service to advance on the PTO schedule.

ARTICLE 19 **Compensation**

1. Effective July 1, 2010 through June 30, 2012, the hourly rates, ranges (minimums and maximums) and steps are as set forth in Appendix A.
2. Except as provided in 6 below, each employee's hourly salary shall be determined by placement on a step (from "0" minimum to "8" maximum) computed by calculating the number of years of part-time service s/he has attained as of July 1 in each year of this Agreement, using either the effective employment date, most recent part-time rehire date, or entry date into the bargaining unit (if originally hired into a different bargaining unit).

For employees hired into additional part-time positions within the unit, the hourly salary shall be determined by placement on a step (from “0” minimum to “8” maximum) computed by calculating the number of years of part-time service s/he has attained as of July 1 in each year of this Agreement, using the start date for each additional position. For the 2010-2011 contract year, employees in a position governed by a wage exception shall be moved to level 4 and placed on the appropriate step based on part-time service as of July 1. In the event the employee’s hourly rate is higher than the level 4 step, the language in paragraph 3 will govern the employee’s pay.

3. If, prior to the increase on July 1 in any year, an employee’s hourly rate exceeds the hourly rate shown on the current schedule at his/her new step for the coming year as computed in section 3 above, the employee will not receive the hourly rate shown on the schedule. Instead, the employee shall receive a stipend equal to 1% of the previous contract year’s earnings for eligible bargaining unit (Q, U, V, W, X, Y, Z) positions, payable in biweekly installments during the fall and winter semesters (approximately September through May.)
4. If an employee is “on step” and is promoted to a higher classification, the employee will be placed on the same step in the higher classification. If the employee is “above step” the employee will receive the difference between the minimum of the classification the employee is leaving and the minimum of the higher classification. Conversely, if the employee is “on step” and is moved to a lower classification, the employee will be placed on the same step in the lower classification. If the employee is “above step” the employee’s hourly rate will be reduced by the difference between the minimum of the classification the employee is leaving and the minimum of the lower classification.
5. Retroactive pay will be limited to those employees on the payroll at the time the contract is ratified by the Board of Trustees.
6. Wage Exceptions. Wage exceptions may be made for an individual employee or for a specific position. If a wage exception is made for a specific position, all employees hired into that position will receive the exception rate. In the event the College determines a wage exception is appropriate, the Union will be provided the opportunity to review the wage exception prior to implementation. The College will provide the union with written notification of the amount and rationale for the wage exception.

ARTICLE 20

Duration of Agreement

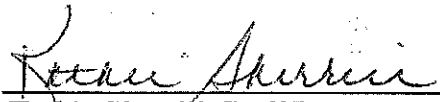
This Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect until June 30, 2012. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change this Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to expiration. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

ARTICLE 21
Termination and Modification of Agreement

This Agreement shall commence July 1, 2010, and shall continue in full force and effect until June 30, 2012, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to June 30, 2012. In the event the parties to this Agreement have not reached a new Agreement by July 1, 2012, this Agreement shall thereafter be extended unless either party notifies the other in writing that the Agreement is terminated thirty (30) days prior to the desired termination date.

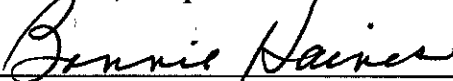
IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers on October 19, 2010.

**LOCAL 2172.16, MI COUNCIL #25 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES:**




Kathie Sherrill, Staff Representative,
Michigan AFSCME Council 25

Bill Lucro, Chapter Chair



Bonnie Haines, Negotiator

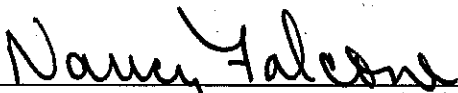


Frank O. Valdez, Negotiator




Andrew Wright, Negotiator

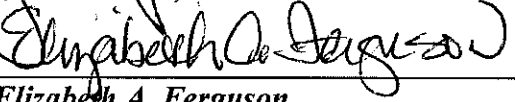
**COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB:**



Nancy Sullivan, Chairperson Falcone
Board of Trustees



James Jacobs, President



Elizabeth A. Ferguson,
Assoc. Vice President, Human Resources

Judy Florian
College Negotiating Team



Kathleen Maiuri
College Negotiating Team

APPENDIX A

WAGE SCHEDULE

July 1, 2010 through June 30, 2012					
Service	Step	Level 1	Level 2	Level 3	Level 4
0-90 days	N	\$7.4844	\$7.7863	\$9.5964	\$11.0000
91 days - 1 yr	0	\$7.7280	\$8.2068	\$10.0868	\$11.5000
1 yr	1	\$8.0900	\$8.6272	\$10.5656	\$12.0000
2 yr	2	\$8.4520	\$9.0592	\$10.9859	\$12.5000
3 yr	3	\$8.8122	\$9.4795	\$11.5348	\$13.0000
4 yr	4	\$9.1760	\$9.9000	\$11.9551	\$13.5000
5 yr	5	\$9.5380	\$10.3204	\$12.4339	\$14.0000
6 yr	6	\$9.9000	\$10.7460	\$12.9243	\$14.5000
7 yr	7	\$10.2626	\$11.1727	\$13.4031	\$15.0000
8 yr	8	\$10.6240	\$11.5932	\$13.8935	\$15.5000

APPENDIX B
PT AFSCME Support Staff Evaluation

Name

Due Date

Position Code

Probationary Employee Y N

Trial Employee Y N

Department

Department Date of Hire

Period Covered by Evaluation

For each factor being considered, check the box at the point that best indicates the performance of the person being evaluated. Consider each factor independently.

- A – Excellent
- B – Good
- C – Acceptable
- D – Below Standards/Needs Improvement
- N/A – Does not apply to this employee/position.

<i>Knowledge and Quality of Work:</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>N/A</i>
<i>Employee understands the requirements of the job.</i>					
<i>Employee completes tasks in a timely manner.</i>					
<i>Employee understands his/her role in the department and works well/cooperates with other staff members.</i>					
<i>Employee is pro-active in recognizing and handling situations.</i>					
<i>Employee knows where to find information to respond to questions.</i>					
<i>Employee can prioritize tasks and organize work.</i>					
<i>Employee accepts responsibility for his/her own work.</i>					
<i>Employee works at an acceptable speed and produces an acceptable amount of work.</i>					
<i>Employee is dependable.</i>					
<i>Employee is respectful of College resources.</i>					

<i>Customer Service:</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>N/A</i>
<i>Employee exhibits a pleasant and courteous attitude towards faculty, staff, students and clients.</i>					
<i>Employee understands the needs of the client and is willing to respond.</i>					
<i>Employee is pro-active in handling situations.</i>					
<i>Employee handles phone and walk-in requests professionally and promptly.</i>					
<i>Employee responds in a timely manner to all client requests.</i>					

Areas of Improvement: *(identify areas where improvement can occur and provide examples)*

Goals for next review period: *(both the supervisor and the employee should list any goals the employee is expected to accomplish)*

Supervisor Comments:

Employee Comments:

Supervisor's Signature

Date

Employee's Signature *

Date

*Indicates only that the performance review has been discussed with the supervisor and that the employee has received a copy of it.

APPENDIX C
PT AFSCME Support Staff Evaluation

Name

Due Date

Position Code

Department

Department Date of Hire

Period Covered by Evaluation

For each factor being considered, check the box at the point that best indicates the performance of the person being evaluated. Consider each factor independently.

- A – Excellent
- B – Good
- C – Acceptable
- D – Below Standards/Needs Improvement
- N/A – Does not apply to this employee/position.

<i>Customer Service, Knowledge and Quality of Work:</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>N/A</i>
<i>Employee understands the requirements of the job.</i>					
<i>Employee appropriately prioritizes tasks and organizes work.</i>					
<i>Employee makes efficient use of his/her time.</i>					
<i>Employee works in a professional manner and cooperates with faculty, staff, students and others.</i>					
<i>Employee recognizes and handles situations appropriately.</i>					
<i>Employee adapts to changes within the position, department and College.</i>					
<i>Employee knows where to find information to respond to questions.</i>					
<i>Employee accepts responsibility for his/her own work product.</i>					

<p>Areas of Improvement: <i>(identify areas where improvement can occur and provide examples)</i></p>
<p>Goals for next review period: <i>(both the supervisor and the employee should list any goals the employee is expected to accomplish)</i></p>
<p>Supervisor Comments:</p>
<p>Employee Comments:</p>

Supervisor's Signature

Date

Employee's Signature *

Date

*Indicates only that the performance review has been discussed with the supervisor and that the employee has received a copy of it.

APPENDIX D

AFSCME 2172

ARTICLE I RECOGNITION AND CONDITIONS OF EMPLOYMENT

- A. 1. This Agreement is made this 21st day of October, 2003, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the Board) and the Michigan Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2172 (hereinafter called the Union) for the period described below.
2. The Board recognizes the Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2172, as the sole and exclusive bargaining agent as defined in Section II of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representation" Case No. R73 B-49, March 20, 1973, by the State of Michigan Labor Mediation Board for all secretarial, special skills, and clerical personnel, including: bookkeepers, VDT/CRT operators, payroll clerks, cashiers, clerks, office machine operators, receptionists, switchboard/clerks, typists and general office employees, but excluding Secretary to the President, Secretary to the Vice President of Human Resources, Administrative Assistant to the General Counsel, supervisors, professional employees and all other employees.
3. The Board agrees to employ on a part-time basis, computed as full-time equivalents, part-time clerical employees equaling no more than seventy percent (70%) of the full-time staff. Part-time hours over seventy percent (70%) of the full-time staff will be replaced at the rate of one full-time employee for every fifty (50) hours of part-time. Excluded from this percentage are part-time employees covering the duties of Unit members on Maternity/Child Care Leave, Medical Leave, Illness in the Immediate Family Leave, and Personal Matters Leave.
4. It is further agreed that full-time registration personnel used during peak periods of registration beginning two weeks prior to the first day of mail registration and ending two weeks following the last day of late registration who are not employed on a continuing basis shall not be covered by this Agreement.
5. It is further agreed that temporary personnel shall not be covered by this Agreement.
6. The College shall provide the Union with a status report indicating the number and location (i.e., cost center) of part-time clerical employees for a pay period during the months of October/November and quarterly thereafter.
7. When the results of the above status report indicate an overuse of the above-referenced 70%, the College will take timely action to reduce the use of part-time and shall notify the Union of the specific action taken.
8. Part-time clerical employees will not be used to replace vacant full-time clerical positions.

APPENDIX E

LETTER OF AGREEMENT
between
AFSCME LOCAL 1917
and
MACOMB COMMUNITY COLLEGE

It is agreed that employees who work on the production crew in the Macomb Performing Arts Center are excluded from the 60-hour biweekly limitation on work hours as found in Appendix C (DEFINITION OF TERMS.) The production crew is defined as those employees who are classified as stage technicians (formerly stage hands), lighting technicians, sound technicians, rigger/carpenter, wardrobe, stage manager, or crew coordinator. For ease in identity, the above positions will be coded Q.

This Agreement is made with the understanding that the MCPA will attempt to adhere to the 60-hour biweekly limit.

This Agreement acknowledges that certain productions require extensive use of the technical crew and the necessity to use the same worker or groups of workers throughout the various stages of production (set-up, production, breakdown, etc.)

Either party to the Agreement may request a special conference to discuss the utilization of the production crew or other related matters in accord with provisions of the contract with Local 1917.

Local 1917 employees of the MCPA will continue to be offered available overtime before part-time employees are scheduled for excess hours.

For the Union:

_____ Dated: 1-10-2003
/s/Shirley Barnett

For the College:

_____ Date: 1-10-03
/s/Elizabeth Ferguson

APPENDIX F

MCCCOPA

ARTICLE II SENIORITY

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.

**LETTER OF AGREEMENT
BETWEEN
MACOMB COMMUNITY COLLEGE
AND
MI AFSCME COUNCIL #25,
LOCAL 975, PART-TIME EMPLOYEES, AFL-CIO**

It is agreed that one (1) officer of Local 975 is authorized to use two (2) days per year release time in order to attend conferences, conventions, trainings pursuant to the operation of the bargaining unit without loss of pay.

For the College

Date

For the Union

Date

LETTER OF AGREEMENT
Between
MACOMB COMMUNITY COLLEGE
And
MICHIGAN AFSCME COUNCIL 25, LOCAL 975, AFL-CIO

The parties agree to create a tuition reimbursement fund of \$2,000 for the members of AFSCME Local 975. This fund is to assist members in paying for classes taken at Macomb Community College. The fund is subject to the following restrictions:

1. Only members who have at least one full year of service as of July 1 of each contract year are eligible to apply.
2. Each eligible member will receive \$100 per contract year upon proof of payment and satisfactory completion of an MCC credit class.
3. Reimbursements will be made on a first-come, first-serve basis. Reimbursements for each year of the contract will not exceed \$2,000, regardless of how many eligible members request reimbursement.
4. At the end of each contract year, any balance in the tuition fund will be prorated and paid only to eligible employees who have successfully completed MCC credit classes and who have exceeded \$100 in tuition payments for the contract year.
5. This letter of agreement is valid only for the contract years July 1, 2007 to June 30, 2010.

For the College:

For the Union:

Elizabeth Ferguson
Associate Vice President
Human Resources

Rick Maynard
President, AFSCME 975

Christine Guarino
Negotiator

Kathie Sherrill, Staff Representative
Michigan AFSCME Council 25

Michael Zimmerman
Negotiator

Maxine Special
Negotiator

Lois McGinley
Negotiator

Ann Stanton
Negotiator

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