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AGREEMENT

Between the

MACOMB COMMUNITY COLLEGE

and the

MACOMB COUNTY COMMUNITY COLLEGE OPERATIONAL PERSONNEL ASSOCIATION

April 1, 2019 – March 31, 2023

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ARTICLE I RECOGNITION

A. 1. This Agreement is made this 20th day of March 2019, 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.

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

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

2. A copy of the Dues Deduction Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder, shall be delivered by the

employees to the Employer before any payroll deductions shall be made. Deductions shall be made only under the Dues Deduction Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the employee by the Employer. Each dues deduction authorization will be limited to deduction of regular monthly basic dues. The Union shall certify to the Employer in writing the amount of each member's regularly monthly dues. All properly executed Dues Deduction Authorization Forms shall become effective at the time the application is tendered to the Employer. If received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1st) pay of such month and monthly thereafter, and will remain in effect (i) for a specified time in accordance with law and shall thereafter automatically renew unless the employee changes or rescinds the check off, or (ii) until the Employer receives written notification that the employee has cancelled the authorization, or (iii) until an employee's active employment in a covered classification is terminated.

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

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

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

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

F. 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 bargaining unit, beginning from the employee's original date of hire or rehire, as the case may be. MCCCOPA seniority is 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 accrued while actively at work. 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 Paid Time Off (PTO) 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.

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, 8 hours per day, and 40 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 eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime and be paid for at the rate of time and one-half. 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 eight (8) 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 working in a higher classification of work, he/she shall receive a twelve percent (12%) stipend beginning from the third day he/she works on such higher rated job until it is no longer assigned. Director of Facilities and Operations can approve the stipend to begin prior to the third day if work load deems necessary.
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 outside of his/her scheduled shift, 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 beyond forty eight (48) hours in one week or on the holidays listed in Article V.

F. Less than Five Day Work Schedule

1. When the College determines that it is appropriate; an employee may be offered employment on a work schedule of less than five days. An employee eligible for overtime pay waives his/her right to overtime pay except for hour worked in excess of 40 hours in one week. For the purpose of computing PTO actual hours shall be reported.

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

To be eligible for PTO, 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 PTO days beginning with his/her date of hire. PTO days shall be earned on the basis of months worked. An employee who works less than one-half of the time in a calendar month, 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. In 2017, a maximum of 50 vacation days may be accumulated by June 30, 2017. Effective July 1, 2017, the following Paid Time Off (PTO) schedule will be in effect (in lieu of vacation, sick and personal). Effective 2018, a maximum of 60 PTO days may be accumulated by March 31st of each year.

	PTO Accrual Amount Annual	Maximum Days Carryover	Payout Percentage at Separation
Year 1	27 (2.25 per month)	27	60%
Year 2	27 (2.25 per month)	54	60%
Year 3	27 (2.25 per month)	60	60%
Year 4	30 (2.5 per month)	60	64%
Year 5	30 (2.5 per month)	60	64%
Year 6	34 (2.83 per month)	60	70%
Year 7	36 (3 days per month)	60	75%

The PTO Leave Bank proposal includes the following conditions:

1. Payment at time of separation will include the maximum accrual amount, plus earned PTO for that contract year based on appropriate percentages.
2. Pre-approval from immediate supervisor is necessary for PTO requests of over 2 consecutive days.
3. Non-preapproved days of three or more may require medical documentation.

4. As of April 1, 2017, any days currently maintained in a sick bank over 10 will be grandfathered and rolled into a separate sick bank to be used for personal illness.

B. Holidays

If a holiday occurs during an employee's particular PTO 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 PTO days at least five days in advance. The administrator shall review all requests and shall approve or reject them as soon as practical. PTO 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 PTO period, PTO time will be granted on a first come, first served basis. After a PTO 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. 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 PTO earned according to the chart above.

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 eight (8) 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 An electronic copy of the posting 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 be sent internally and externally at the same time. Current members may bid for such jobs within the five (5) day period beginning with the date of the posting. Written notification of the results of the bidding will be given to the Secretary of the Association within thirty (30) days. In classifications 7, 6, 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. The hiring administrator shall appoint at least one member of the bargaining unit to serve on the screening committee. The Union President shall be notified of the bargaining unit member selected to serve on the screening committee.

C. 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.

D. 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.

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:

E. Job Descriptions

Official job descriptions shall be developed for each position within the Union by Human Resources. Job descriptions shall include titles that accurately reflect the level of responsibilities and duties of each Union position and shall detail the specific qualifications required for employment for said position. The Union President shall be given an opportunity to review new and updated job descriptions. A copy of the posting at the time of hire or status change shall be included in the member's personnel file.

F. Classification Pay

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.

G. Personnel File

An employee must submit proper evidence of education, training or work experience as specified on the job description 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. All MCCCOPA employees are required to follow MIOSHA rules.

ARTICLE IX 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 con-ducted 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 (l0) 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 DISCIPLINE

Discipline

1. The employee shall have the right to be represented by the Union at the time disciplinary action is imposed.
2. The College will inform the Union that an employee has been disciplined in instances of written reprimand, suspension, suspension pending discharge, and discharge.
3. It is agreed that no employee shall be disciplined or discharged except for just cause and that such actions shall be subject to the grievance procedure.
4. No materials of an adverse nature will be added to the employee's personnel file unless he/she has had an opportunity to see and initial or otherwise acknowledge in writing that he/she has examined these materials and has the opportunity to submit a response in writing. Such response shall be added to the employee's personnel file.
5. Materials relating to disciplinary action which are placed in the file shall remain in the file for a period of time not to exceed two (2) years, after which time they will be destroyed, providing that there have been no subsequent disciplinary actions of any kind.
6. Should the discharged, suspended or disciplined employee consider the action to be improper, a complaint may be presented in writing through the Union President to the employer within five (5) regularly scheduled working days after receiving the notification. The President, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

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, an employee who is unable to return following one year will be deemed unemployed. Members will be eligible to bid on posted positions for which the member is qualified pursuant to Article VII.A for two years from the first date of absence. 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 or the siblings of his/her spouse. Bereavement days, other than for those above, may be approved by the Director of Personnel with the recommendation of the area administrator or the Vice President for Business.

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 may be required to provide a statement from a physician substantiating an illness of three (3) consecutive working days and attesting to his/her fitness to work. Additionally, the College may require an employee to submit to a physical or mental examination by an appropriate physician, selected by the College and at College expense, prior to return from medical leave of absence, or when the Vice President for Human Resources, or his/her designee, has been given

reason to believe that such employee is (or is not) suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties of his/her position. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of his/ her choice at his/her expense.

If there is a dispute between the findings of the two (2) physicians, the employee shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Association, and the College. Management reserves the right to reassign and/or return an employee to light duty work in the instance of work related injuries. In the case of personal injury or illness the College will review the employee's ability to return to work under the guidelines of ADA (Americans with Disability Act).

ARTICLE XIII SALARY SCHEDULE

A. Effective April 1, 2014, the salary ranges shall be established in Appendix A and reflect an 8 hour workday.

B. 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.

C. Premium pay for the afternoon or night shift shall be five (5) percent. Except as provided by Article III.A.1., shift premium shall be paid for all hours actually 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. Employees required to begin their shift after 1 p.m. will receive premium pay for hours actually worked.

D. In 2017, 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. In 2018 and after, each employee with ten (10) or more years of adjusted bargaining unit seniority shall receive a longevity payment of 2% of the employee's base salary. This amount shall not be added to the base salary. The payment shall be made on the first pay of the month following the month in which the employee's anniversary occurs.

E. Each employee's 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.

F. Premium pay shall be paid to Console Operators normally assigned to the afternoon or midnight shift commencing at 12 p.m. or later in the day when they are required to provide coverage on the day shift.

G. Premium Pay is not paid when overtime compensation applies.

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. Repeated tardiness is grounds for discipline.

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 will be provided a half-hour unpaid duty free lunch. Lunch 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 and Controlled Substances

Any employee found under the influence of alcohol or any controlled substance or with alcohol and/or any controlled substance 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 bargaining unit 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 8 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 7:30 a.m. and 4 p.m. 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. The Association shall have the privilege of using College facilities provided they use the standard procedure to obtain their use.

H. A designated bulletin board will be available to the Association, as well as reasonable courier, mail and telephone service.

I. Appropriate outside clothing will be supplied to those employees who are required to work outside under all weather conditions.

J. 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 Facilities and Operations or his designee. Shop coats or coveralls shall be provided to those employees as deemed necessary and approved by the College. All shirts must bear the College name and logo.

K. 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. Health Insurance:

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

a. A PPO option with a prescription drug rider. The plan design will be developed by the Health Care Coalition and College;

b. An HMO option with plan option design as developed by the Health Care Coalition and the College;

c. A High Deductible Health Care Plan option. The plan design will be developed by the Health Care Coalition and the College.

d. Other options may be offered if the Health Care Coalition and the College agree. The contribution paid by Association members following the effective date of this agreement will be subject to the requirements of Public Act 152.

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 and Dental Benefits as developed by the Health Care Coalition.

L. Tuition Fund

A sum of money not to exceed two thousand dollars ($2,000) per year shall be provided by the Board to reimburse employees for the cost of tuition for credit courses taken at accredited institutions of higher education and/or approved certificate programs which are successfully completed. Upon proof of satisfactory completion of a course, tuition will be reimbursed up to a maximum of one hundred twenty-five dollars ($125) per calendar year, per employee. At the end of each year, any balance in the tuition fund will be prorated and paid only to Employees who have successfully completed higher education classes outside of MCC and who have exceeded one hundred twenty-five dollars ($125) in tuition payments for the calendar year. These funds may be requested and funds encumbered only upon proof of satisfactory completion of the course.

M. Non-Contributory Investment Plan:

An amount as determined by the following table shall be provided by the College for each employee beginning on April 1, 2017:

COMPLETED BARGAINING UNIT SENIORITY	**PERCENT OF BASESALARY**
Sixth	Two (2) Percent
Seventh	Three (3) Percent
Eighth	Four (4) Percent
Ninth	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, 2019, 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:

BY _____/s/_____
Katherine Lorenzo, Chairperson,
Board of Trustees

BY _____/s/_____
James O. Sawyer, President

For the Union:

BY _____/s/_____
Chris Lane, President

BY _____/s/_____
Michael Moyer, Negotiating Team

BY _____/s/_____
Denise Williams, Vice President
Human Resources

BY: _____/s/_____
Charles Zurawski, Negotiating Team

BY _____/s/_____
Cleveland Simmons, Director, Facilities Mgmt.

BY _____/s/_____
Walter Karczewski, Negotiating Team

BY _____/s/_____
William Simonson, Director, Admin Svcs.

BY: _____/s/_____
Frank Vitale, Negotiating Team

BY _____/s/_____
Lauren Willey, Director Personnel Svcs.

BY _____/s/_____
Jacqueline Martinez, Manager, Benefits and Insurance

APPENDIX A - MCCCOPA SALARY SCHEDULES

Effective April 1, 2019, the attached wage schedule with seven (7) levels will replace the wage schedule that is part of the agreement April 1, 2017 to March 31, 2019. April 1, 2019, one percent (1%) plus step with the exception no step increase for members reclassified into the new levels 3, 6 and 7; April 1, 2020, two percent (2%) plus step; April 1, 2021, two percent (2%) plus step.

MCCCOPA 2019-2020 Grid (1% Increase)

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	$ 34,509	$ 38,324	$ 40,297	$ 41,731	$ 42,270	$ 44,595	$ 46,920
2	$ 36,138	$ 40,436	$ 42,563	$ 44,148	$ 44,690	$ 47,084	$ 49,478
3	$ 37,226	$ 41,843	$ 44,073	$ 45,759	$ 46,303	$ 48,745	$ 51,186
4	$ 38,312	$ 43,251	$ 45,585	$ 47,371	$ 47,918	$ 50,405	$ 52,892
5	$ 39,400	$ 44,659	$ 47,095	$ 48,983	$ 49,531	$ 52,063	$ 54,596
6	$ 40,487	$ 46,067	$ 48,606	$ 50,594	$ 51,145	$ 53,724	$ 56,302
7	$ 41,574	$ 47,475	$ 50,118	$ 52,206	$ 52,760	$ 55,384	$ 58,008
8	$ 42,661	$ 48,881	$ 51,627	$ 53,817	$ 54,373	$ 57,045	$ 59,716
9	$ 43,749	$ 50,289	$ 53,139	$ 55,428	$ 55,989	$ 58,705	$ 60,785
10	$ 44,835	$ 51,698	$ 54,650	$ 57,039	$ 57,602	$ 60,365	$ 63,127

MCCCOPA 2020-2021 Grid (2% Increase)

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	$ 35,199	$ 39,091	$ 41,103	$ 42,566	$ 43,115	$ 45,486	$ 47,858
2	$ 36,861	$ 41,245	$ 43,415	$ 45,031	$ 45,584	$ 48,026	$ 50,467
3	$ 37,970	$ 42,680	$ 44,955	$ 46,674	$ 47,230	$ 49,720	$ 52,210
4	$ 39,079	$ 44,116	$ 46,497	$ 48,318	$ 48,877	$ 51,413	$ 53,950
5	$ 40,188	$ 45,552	$ 48,037	$ 49,963	$ 50,522	$ 53,105	$ 55,687
6	$ 41,297	$ 46,988	$ 49,578	$ 51,606	$ 52,168	$ 54,798	$ 57,428
7	$ 42,405	$ 48,425	$ 51,121	$ 53,250	$ 53,816	$ 56,492	$ 59,169
8	$ 43,515	$ 49,859	$ 52,660	$ 54,893	$ 55,461	$ 58,186	$ 60,911
9	$ 44,624	$ 51,295	$ 54,202	$ 56,536	$ 57,109	$ 59,879	$ 62,001
10	$ 45,732	$ 52,732	$ 55,743	$ 58,180	$ 58,754	$ 61,572	$ 64,390

MCCCOPA 2021-2022 (2% Increase)

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	$ 35,903	$ 39,873	$ 41,925	$ 43,417	$ 43,977	$ 46,396	$ 48,815
2	$ 37,598	$ 42,070	$ 44,283	$ 45,932	$ 46,496	$ 48,986	$ 51,477
3	$ 38,729	$ 43,534	$ 45,854	$ 47,608	$ 48,174	$ 50,714	$ 53,254
4	$ 39,860	$ 44,999	$ 47,427	$ 49,285	$ 49,854	$ 52,441	$ 55,029
5	$ 40,992	$ 46,463	$ 48,998	$ 50,962	$ 51,532	$ 54,167	$ 56,801
6	$ 42,123	$ 47,928	$ 50,570	$ 52,638	$ 53,212	$ 55,894	$ 58,577
7	$ 43,253	$ 49,393	$ 52,143	$ 54,315	$ 54,892	$ 57,622	$ 60,352
8	$ 44,385	$ 50,856	$ 53,713	$ 55,991	$ 56,570	$ 59,349	$ 62,129
9	$ 45,517	$ 52,321	$ 55,286	$ 57,667	$ 58,251	$ 61,077	$ 63,241
10	$ 46,646	$ 53,786	$ 56,858	$ 59,343	$ 59,929	$ 62,803	$ 65,677

MCCCOPA 2022-2023 (2% Increase)							
Step	**Level 1**	**Level 2**	**Level 3**	**Level 4**	**Level 5**	**Level 6**	**Level 7**
1	$ 36,621	$ 40,670	$ 42,763	$ 44,285	$ 44,857	$ 47,324	$ 49,791
2	$ 38,350	$ 42,911	$ 45,169	$ 46,850	$ 47,426	$ 49,966	$ 52,506
3	$ 39,504	$ 44,404	$ 46,771	$ 48,560	$ 49,138	$ 51,728	$ 54,319
4	$ 40,657	$ 45,899	$ 48,376	$ 50,271	$ 50,851	$ 53,490	$ 56,129
5	$ 41,812	$ 47,393	$ 49,978	$ 51,981	$ 52,563	$ 55,250	$ 57,937
6	$ 42,965	$ 48,887	$ 51,581	$ 53,691	$ 54,276	$ 57,012	$ 59,749
7	$ 44,118	$ 50,381	$ 53,186	$ 55,401	$ 55,990	$ 58,774	$ 61,559
8	$ 45,273	$ 51,873	$ 54,787	$ 57,111	$ 57,701	$ 60,536	$ 63,371
9	$ 46,427	$ 53,367	$ 56,392	$ 58,820	$ 59,416	$ 62,298	$ 64,505
10	$ 47,579	$ 54,862	$ 57,995	$ 60,530	$ 61,128	$ 64,059	$ 66,991

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