AGREEMENT

between the

BOARD OF TRUSTEES
of the
COMMUNITY COLLEGE DISTRICT
of the
COUNTY OF MACOMB
and the
POLICE OFFICERS LABOR COUNCIL

July 1,2019-
June 30,2022

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AGREEMENT

THIS AGREEMENT, entered into this 30th day of May, 2019 between the Community College District of the County of Macomb, hereinafter referred to as the "College," and, Police Officers Labor Council, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This agreement is entered into for the purpose of promotion of harmonious relations between the College and the Union, the establishment of rates of pay, hours of work and other conditions of employment. The parties ascribe to the principle of equal opportunity and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

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

RECOGNITION - EMPLOYEES COVERED

Section 1.0
Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the College hereby recognizes the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other specified conditions of employment during the term of this Agreement for those employees of the College in a Bargaining Unit consisting of all full-time Public Service Officers and Police Officers but excluding the Chief of College Police, , Lieutenants, Sergeants, and all other employees.

Section 1.1
The College will not interfere with or discrimination in any way against any employee in the above bargaining unit by reason of their membership in the Union or activity required by this Agreement, nor will the College encourage or discourage membership in the Union or any other organization.

Section 1.2 Severability Clause
This Agreement is subject in all respects to the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any law or held illegal, void or invalid by a court of competent jurisdiction, such provision shall automatically be deleted without affecting the remaining provisions of the Agreement.

Section 1.3 – No Strike Clause
The Union recognizes that it is the responsibility of the employee to guard and protect the buildings, premises, materials, facilities and property of the College at all times and under all circumstances. The Union agrees that its members will faithfully discharge their responsibility and during the life of this Agreement, that it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform the duties assigned to them. The Union further agrees, in the event of any controversy between the College and any other group or organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with orderly operations, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The College reserves the right to discipline (including discharge) any employee who violates this paragraph, except where protected by law. This section shall not be subject to the grievance procedure under this Agreement.

Section 1.4
The Union recognizes that it is the responsibility of the employees to familiarize themselves with the

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

Section 1.5 - Waiver Clause
It is mutually agreed that this Agreement represents the complete agreement between the parties and any other matter outside of this Agreement which has not been incorporated by reference shall not be deemed part of such Agreement. It is agreed that the College and the Union voluntarily and unqualifiedly waive any and all rights to negotiate on matters outside of this Agreement during the term hereof, even though a subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

AUTHORITY OF THE COLLEGE

Section 2.0
The College, on its own behalf and on behalf of the electors of the College, hereby retains unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours, and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Act of 1965, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as specifically limited or abrogated by the express terms and conditions of this collective bargaining agreement, including but without limiting the generality of the forgoing, the right:

Section 2.1
To the executive management and administrative control of the College and its properties and facilities, and to direct the work and activities of its employees while they are on duty;

Section 2.2
To hire all employees, determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, ad to promote and transfer all such employees;

Section 2.3
To establish reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the College's properties and facilities, and after advance notice hereof to the Union and the employees, to require compliance therewith;

Section 2.4
To determine the methods, means and number of personnel by which operations are to be conducted; the equipment and procedures to be used; the schedule of duties for each work assignment, and the starting and quitting time and the number of hours to be worked on each shift. If required by management, equipment necessary for the performance of duty shall be provided.

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

Section 2.5
The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

UNION SECURITY AND DUES DEDUCTION

Section 3.0
Each employee shall have the right to join, or not to join, the Union as they individually prefer, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual employee.

Section 3.1
During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer will honor written voluntary individual membership dues deduction authorizations of employees.

Section 3.2
The Union shall certify to the Employer in writing the amount of each member's regularly monthly dues. A copy of the Dues Deduction Authorization form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered by the employees to the Employer before any payroll deductions shall be made. Dues deductions will be made only under the Dues Deduction Authorization Forms which have been properly executed and are in effect. Each dues deduction authorization will be limited to the deduction of regular monthly basic dues. Any Authorization Form which is incomplete or in error will be returned to the employee by the Employer and will not be honored.

Section 3.3
All properly executed Dues Deduction Authorization forms shall become effective at the time the application is tendered to the Employer. If received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1st) pay of such month and monthly thereafter, and will remain in effect (i) for a specified time in accordance with law and shall thereafter automatically renew unless the employee changes or rescinds the check off, or (ii) until the Employer receives written notification that the employee has cancelled the authorization, or (iii) until an employee's active employment in a covered classification is terminated.

Section 3.4
All sums deducted by the Employer shall be remitted to the labor Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom the Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Dues Deduction Authorization during the previous month. Employee may terminate their Dues Deduction Authorization at any time by serving written notice thereof to Human Resources.

Section 3.5
Once any funds are remitted to the Labor Council, by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Labor Council. In cases where a deduction is made that duplicates a payment that an employee already has made to the Council, or where a deduction is not in conformity with the provisions of the Constitution of the Labor Council or applicable state or federal law, refunds to the employee shall be made by the Labor Council to the employee.

Section 3.6
The Employer shall not be liable to the Labor Council for the remittance or payment of any sum other than that which constitutes actual deductions made from wages earned by employees.

Section 3.7
The Labor Council shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees that shall arise out of or by reason of any actions taken or not taken by the Employer for the purpose

of complying with the provisions of this Article.

STEWARDS AND ALTERNATE STEWARDS

Section 4.0
Employees classified as Public Service Officers may select a Public Service Officer to act as their steward. Employees classified as Police Officers may select a Police Officer to act as their steward. Each steward may act as the alternate of the other in the other's absence.

Section 4.1
A maximum of two (2) union members shall be allowed release time if they are scheduled to work to represent the union during contract negotiations and (1) union member shall be allowed release time if they are scheduled to work to represent the union during grievance and arbitration procedures.

Section 4.2
The Steward and Alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except when necessary to leave their work to conduct union business on college property. In these such events the Steward shall notify their supervisor. The release time to conduct union business on college property shall not be unreasonably denied.

Section 4.3
The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the College may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

SPECIAL CONFERENCES

Section 5.0
Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and College or its designated representative upon the request of either party.

Section 5.1
Such meetings shall be between no more than three (3) representatives of the College and not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda unless mutually agreed.

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

Section 5.2
Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

GRIEVANCE PROCEDURE

Section 6.0
It is mutually agreed that all grievances, disputes or complaints arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

Informal Conference
Any employee having a complaint in connection with their employment shall present it to the College

with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with the appropriate supervisor.

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

STEP 2. If the grievance is not settled in Step 1, the Union may, within ten (10) working days after the answer of Chief of College Police request a meeting with the Vice President for Human Resources to review the matter. Such meetings will be held within ten (10) working days after the date of written request and the Vice President for Human Resources will render a decision within ten (10) working days thereafter.

Section 6.1
The College and the Union may by mutual agreement extend the time limits of the grievance procedure.

Section 6.2
All grievances must be taken to the next step of the grievance procedure by the Union Steward within ten (10) working days; otherwise the College's answer to the last step taken will be considered to be the final disposition of that particular grievance.

Section 6.3 – Class Action Grievance
Any grievance which involves more than one grievant may be filed by the Union as a class action grievance and will require only the signature of the Steward or Union Representative.

Section 6.4 - Work Days
Work days as expressed in this Article shall be Monday through Friday, excluding Saturdays, Sundays or Holidays.

ARBITRATION

Section 7.0
If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within thirty (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing.

Section 7.1
The award of the Arbitrator shall be accepted as final and binding on the Union, its members, the employee or employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below and if no fraud, Collusion, or duress is present. The Union shall not then, by any other means, attempt to bring about a different resolution of the grievance.

Section 7.2
The fees and expenses of the Arbitrator shall be shared equally by the College and the Union. All other fees and expenses, including administrative fees, shall be assessed according to the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service.

Section 7.3
It shall be the function of the Arbitrator, and the arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, or misapplications of

any of the terms of this Agreement.

Section 7.4
The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator's powers shall be limited to deciding whether the College has violated or misapplied any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this agreement shall not be subject to arbitration.

Section 7.5
The Arbitrator shall have no power to establish wage scales or change any wage.

Section 7.6
If the College disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability before hearing the merits of said grievance. If the Arbitrator finds that the grievance is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.

Section 7.7
It is understood and agreed that the interpretation of any policies of insurance or the provisions thereof shall not be subject to binding arbitration.

Section 7.8
The award of back pay shall not extend back more than 30 days prior to the date the grievance was first filed in writing.

Section 7.9
No decision of an Arbitrator in one case shall create a basis for a retroactive adjustment in any other case.

DISCIPLINE AND DISCHARGE

Section 8.0
The College shall not discipline or discharge any employee except for just cause. The College and the Union mutually subscribe to progressive discipline.

Section 8.1
Any disciplined or discharged employee will be allowed to discuss the discipline or discharge with the Steward and the College will make available an area for the discussion if requested before the disciplined or discharged employee is required to leave the property of the College. Upon request, the College or its designated representative will discuss the discipline or discharge with the employee and the Steward.

Section 8.2
Should a disciplined or discharged employee and the Steward consider the discipline or discharge to be improper, a grievance may be presented in writing through the Steward to the Executive Director of Facilities and Operations within five (5) working days of the discipline or discharge. If the decision is not satisfactory to the Union, the grievance shall be processed through the regular grievance procedure.

Section 8.3
In imposing any discipline on a current charge, the College will not take into account any prior disciplinary actions which occurred more than thirty-six (36) months previously providing there has been no intervening disciplinary action.

WORK PERIODS

Section 9.0 - Normal Work Day
The normal work day for full-time employees shall be eight (8) consecutive hours. Individual work schedules, including the starting and quitting time, will be established by the immediate supervisor.

Section 9.1-Shift Selection
Police Officers shall make a shift selection annually based on overall departmental seniority. The selection shall be for shift and campus assignment. Selections shall be made in January and take effect with the leave day selection date closest to May 1st. An employee may be required to temporarily change their shift at the discretion of the Chief of College Police or designee. Employees may exchange shifts by mutual agreement and with supervisory approval. All permanent shift openings will be posted for 10 days and shall be filled by seniority. The Chief of College Police or their designee may post subsequent permanent shift openings at any time. Subsequent postings shall be valid for 60 days.

Section 9.2 –Leave Day Selection
The normal work period for employees permanently or temporarily classified as Police Officers shall consist of twenty-eight days, twenty days of which shall be designated as duty days and eight days of which shall be designated as leave days. The designation of leave days by the employees shall be done on the basis of seniority. The designation of any day as a leave day is subject to the approval of the Chief of College Police or their designee. may request eight (8) leave days, four (4) of which may be marked to indicate a priority need for a specific day. The selection process shall be done based on an individual officer's seniority at their assigned campus and shift. A marked day will take precedence over an unmarked day. Leave day request slips shall be sent six (6) weeks prior to its taking affect and remain posted for three (3) weeks. The approved leave day schedule shall be posted by management two weeks prior to the pass days taking affect. The most senior Police Officer on the shift and campus-assigned pursuant to Section 9.1, shall be given a "leave day" request form and has 120 hours to complete and return it after which the "leave day" request form will then be given to the next highest senior Officer, and so on. The "leave day" request form will be provided electronically. The College shall have the right to adjust these schedules based on needs.

Section 9.3 - Normal Work Week for Public Service Officers
The normal work week for Public Service Officers shall consist of forty hours performed during a period beginning at 12:01 a.m. on Sunday and ending 168 hours thereafter.

Section 9.4 – Inclement Weather
Officers scheduled to work and report for duty on any shift during instances of complete college closure due to inclement weather conditions will be paid time and one half for all hours actually worked during the closure. Officers who do not report to work or are on leave or PTO will be charged for PTO or the leave day as scheduled.

OVERTIME PAY AND COMPENSATORY TIME

Section 10.0 - Overtime
The College reserves the right to require its employees to work overtime.

Section 10.1 – Equalized Overtime
The Chief of College Police or designee shall maintain an overtime list that will consist of the date, officer, reason, and hours worked for the overtime assignment. Supervisors shall use this list to rotate overtime to the most senior officer with the least amount of overtime hours worked. This list shall only be used for prescheduled overtime assignments and shall only include those officers who worked prescheduled overtime assignments.

Section 10.2 – Prescheduled Overtime Assignments
Pre-scheduled overtime is determined by the needs of the department in excess of currently available shift staffing. Pre-scheduled overtime will be offered on a rotating seniority basis. Pre-scheduled overtime is defined as overtime necessary for upcoming events in which the need is known in advance and adequate time is available to post the overtime and obtain responses.

If overtime is caused by a situation occurring more than 24 hours prior to the beginning of any shift, the overtime will be posted via email to all officers and assigned from the pre-scheduled overtime roster.

Section 10.3 – Overtime as a Result of Non-Approved PTO
If overtime is necessary as a result of a non-approved PTO call, the overtime will be offered to the officers working the preceding shift at the campus where the call affects the staffing. This will be done on a seniority basis.

If overtime is a result of a non-approved PTO call and no personnel from the preceding shift at the affected Campus wants to work the overtime, the overtime will be offered to personnel from the other campus. This will be done on a seniority basis.

If overtime is a result of a non-approved PTO call and all personnel from both campuses refuse the overtime, the least senior officer from the affected campus will be ordered to work the overtime.

Section 10.4 – Overtime Pay for Public Service Officers
Time and one-half shall be paid for all time worked in excess of eight hours in any one day or forty hours in a work week. Double time shall be paid for hours over 48 in one week.

Section 10.5 – Overtime Pay for Police Officers
Time and one-half shall be paid for all time worked in excess of eight hours in any one day and for all hours worked on a designated leave day. Double time shall be paid for all hours worked on a designated leave day which immediately follows a designated leave day which has been worked.

Section 10.6 – Pyramiding of Overtime
There shall be no pyramiding of overtime. Overtime is paid on base salary only.

Section 10. 7– Compensatory Time
The employee may earn a maximum of 24 hours (3 days) compensatory time non-renewable annually. Unused compensatory time will be paid at the end of each contract year. All other overtime shall be recorded and paid on the appropriate time card.

LAYOFF AND RECALL

Section 11.0
"Layoff" shall mean a reduction in the work force. In the event of a layoff, the College shall layoff in the following order: All temporary employees, then part-time employees, then probationary employees, then Public Service Officers, then Police Officers. The work force shall be reduced on the basis of least seniority within the classification effected by the layoff.

Section 11.1
Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days' notice of layoff.

Section 11.2
When the work force is increased after a layoff, employees will be recalled by classification according to seniority. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) days from date of mailing

of recall, they shall be considered a quit. If an employee is not recalled within a period of one year, their employment shall be deemed to have terminated.

Section 11.3
Seniority records will be maintained at the Office of Human Resources and shall be available to the employee upon reasonable request.

PAID TIME OFF

Section 12.0 - Eligibility
All regular full-time employees shall earn Paid Time Off (PTO) in accordance with the following chart and terms:

Years of Seniority	Annual PTO Days Earned (Accrued monthly)	Maximum Days Carryover	Percentage at Separation
Year 1	24	24	50%
Year 2	24	30	50%
Year 3	24	30	50%
Year 4	30	36	*60%*
Year 5	30	42	*60%*
Year 6	32	48	*65%*
Year 7	36	54	*70%*
Year 8	36	60	*70%*

a. Effective February 22, 2018, any days currently maintained in a sick bank over 20 will be grandfathered and rolled into a separate sick bank to be used for personal illness.
b. Pre-approval from immediate supervisor is necessary for all PTO requests.
c. Non-preapproved consecutive days of three (3) or more will require appropriate documentation.
d. A minimum of seven (7) consecutive days of eligible employee's annual PTO accrual (Section 12.2; primary vacation) must be taken in each of the following timeframes: November 1st through April 30th and May 1st through October 31st. A maximum of four (4) leave days can be used adjacent to the seven (7) consecutive approved PTO days. A

maximum of six (6) leave days can be used adjacent to ten (10) or more consecutive approved PTO days.

e. An employee who expresses in writing their intention to retire within a contract year, is not required to take the minimum PTO days as set forth in 12.0.d. above. However, should the employee not separate employment, the minimums set forth in 12.0.d. for each six (6) month timeframe shall be forfeited from employee not separate employment, the minimums set forth in #6 shall be forfeited from their PTO banks.

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

Section 12.1

To be eligible for PTO, the employee must be a regular full-time employee and must have worked at least six (6) months. Upon the completion of six (6) months of service, such employee shall earn PTO days beginning with their 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 will not receive any PTO credit for that month; an employee, who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month. No employee may receive credit for more than twelve (12) months in any calendar year. An Officer shall not be required to make a primary vacation selection pursuant to Section 12.0.c, during their first twelve (12) months of employment.

Section 12.2

The selection of PTO dates pursuant to Section 12.0.c, (primary vacation) shall be made twice per year on the basis of seniority on the shift and campus assigned. PTO (Primary and Secondary Vacation) selections will be completed consistent with the leave day selection period closest to the timeframes in 12.0.d. Officers may select a secondary PTO (vacation) consisting of five (5) consecutive PTO (vacation) days or more. This shall be done after all eligible officers on the shift at their assigned campus have made a primary PTO (vacation) selection consisting of at least seven (7) consecutive PTO (primary vacation) days. Officers shall designate their selections as primary and secondary PTO (vacation). Primary and secondary PTO (vacation) selections must fit within the PTO guidelines included in Section 12.0.

Section 12.3

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

Section 12.4

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

Section 12.5

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

HOLIDAYS

Section 13.0 – Holiday Pay

Regular full-time employees shall be entitled to receive the day off with pay for the holidays listed in Section 13.1. An employee shall also receive double-time pay for all hours actually worked on a holiday. Should an employee be required to work a second consecutive shift on a holiday, the

employee shall receive double time for the second shift worked. These payments are not subject to 10.1 and 10.2.

Section 13.1

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

Section 13.2 – Holidays during PTO/Vacation
An employee shall not be charged with loss of a PTO day when a paid holiday occurs during their approved PTO/vacation period.

Section 13.3 – Compensation for Working on Easter
Employees who are required to work on Easter Sunday shall receive double time pay for all hours actually worked (subject to 10.1 and 10.2).

Section 13.4 – Consecutive Holidays
Unless voluntarily scheduled, no employee will be forced to work Christmas Eve and Christmas Day consecutively or New Year's Eve and New Year's Day consecutively.

Section 13.5 – Schedule
For scheduling purposes, all days will be treated equally on the 28-day schedule. An officer who wishes to work a holiday, Easter, closure day or Martin Luther King Day they will note this with a "W" on the listed day. Assignments will be made based on seniority.

SENIORITY

Section 14.0
The Union shall represent all permanent and probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement.

Section 14.1
Persons hired as Police Officers or Public Service Officers shall serve a probationary period of twelve (12) months. Upon successful completion of the appropriate probationary period, an employee shall be entered on the seniority list of the unit and shall rank for seniority from the date the probationary period commenced. There shall be no seniority among probationary employees.

Section 14.2
Employees who have prior service in the Public Safety Department as a Cadet shall have their uninterrupted cadet service added to their seniority after completion of their probationary period. However, cadet service shall not be counted for purposes of retirement. Cadet service shall be credited at the rate of one (1) month of seniority for every two (2) months of cadet service.

Section 14.3
Notwithstanding Section 14.0 above, the Union shall not represent probationary employees in cases of discipline or discharge unless the probationary employee is disciplined or discharged as the result of Union activity.

Section 14.4
1) Seniority is defined as continuous full-time employment in rank with the Macomb Community College Police Department.

2) Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
3) The College will keep the seniority list up to date and available electronically upon request.
4) Departmental seniority shall be utilized for campus shift selections. All subsequent scheduling will follow the campus assignment.

Section 14.5
An employee shall lose their seniority for the following reasons only:
1. They quit, retire, or receive a pension under the Retirement System.
2. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. They are absent for any three (3) consecutive working days without properly notifying the College. After such unreported absence, the College will send written notification to the employee by certified mail at their last known address that because of their unreported absence, they are considered to have resigned (voluntary quit) and are no longer in the employ of the College. Exceptions shall be made upon the employee producing convincing proof of their inability to give such notice.

Section 14.6 - Promotions
Promotion to the rank of Sergeant shall be restricted to those members within the Bargaining Unit with the rank of Police Officer who have completed the probationary period as define in Section 4.1.

All promotions from the rank of Patrol Officer to Sergeant will occur based upon a written test by a professional outside agency of the employer's choosing to count for sixty percent (60%) of the total score. An oral interview by qualified individuals selected by the employer shall also be weighted at forty percent (40%). The two scores shall be combined to rank each candidate. An overall score of 70% is required to be eligible for a promotion. The list of eligible officers will remain in place for two years. All officers interviewed shall have the right to meet with a designated member of Human Resources and/or the Chief of Police to discuss their results.

Section 14.7
For the first ninety (90) days from the date of assignment to a supervisory position, an employee may upon request voluntarily return to the bargaining unit in line with their accumulated seniority.

RETIREMENT

Section 15.0
Employees may be entitled to enroll in the Michigan Public Schools Employee Retirement System (MPSERS).

NON-COMPENSABLE LEAVES OF ABSENCE

Section 16.0- Eligibility
The Vice President of Human Resources or their designee, may in their discretion, grant a non-compensable leave of absence to an employee who has completed two (2) continuous years of service with the College and has compiled a satisfactory work record. A written request must be submitted at least thirty (30) days prior to the effective date of the requested leave.

Section 16.1- Maternity/Child Care Leave
Upon written request to the Vice President of Human Resources or their designee, an employee who is an expectant parent or who adopts a child shall be granted a Leave of Absence. Request for Maternity/Child Care Leave will be submitted no later than thirty (30) calendar days prior to the beginning of the requested leave. However, an employee may request the leave along with a licensed Physician's Statement attesting to the need for such leave immediately. All practices and policies shall conform to applicable state and federal laws. An employee on Maternity/Child Care Leave may

return to duty after birth of the child, upon presentation of a Physician's Certificate that the employee can return without detriment to their health. The returning employee shall advise the Vice President of Human Resources thirty (30) calendar days before they expect to return to College employment.

Section 16.2 – Military Leave

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

1. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks.
2. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
3. Employees within the Bargaining Unit who shall be inducted into the Armed Forces of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

Section 16.3 – Jury Duty

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

Section 16.4 - Conditions of Leaves

1. A leave of absence shall be for a period not to exceed one (1) year.
2. The employee must give the Office-of Human Resource written notice of intent to return at least sixty (60) days prior to the expiration of the leave; Maternity/Child Care Leave thirty (30) days. Failure to comply with this requirement shall be deemed a resignation on the part of the employee.
3. The period of leave of absence will not count toward the employee's seniority, except in cases involving leaves for elected Union positions and public offices.
4. Upon return from leave of absence, the employee will be given the same or similar job they held prior to the leave.

Section 16.5 – Medical Leave

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

COMPENSABLE LEAVES OF ABSENCE

Section 17.1 – Funeral Leave

Each employee shall be allowed up to five bereavement days upon verification, if requested, for each bereavement when required in the case of death of the employee's spouse, a father, mother, grandparent, brother, sister, child or grandchild of the employee or their spouse. Bereavement days, other than for those above, may be approved by the Vice President of Human Resources or their

designee with the recommendation of the area administrator or the Vice President for Business.

FITNESS FOR WORK

Section 18.0
The employee may be required to provide a statement from a physician substantiating an illness of three (3) consecutive working days and attesting to their 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 their 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 their ability to fulfill property the duties of their position. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of their choice at their 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 the ADA (Americans with Disabilities Act).

Section 18.1
In recognition of the importance of physical fitness and mental health to both the College and the employee, both the College and the Union pledge to collaborate on a health and wellness plan for its police and public safety officers. As such, the College and Union agree to meet on an a bi-monthly basis to develop a fitness test and wellness program that is mutually beneficial. The College agrees it will not impose the current physical agility test as stated within the General Order if both parties are still collaborating.

If a mutually beneficial program cannot be agreed upon within one year (July 1, 2020) the College may impose the current physical fitness test after providing the Union with notice. The Union does not give up its right to utilize the grievance process should the College impose the current physical fitness test.

CONDITIONS OF EMPLOYMENT

Section 19.0 - Discrimination
All positions shall be filled without discrimination or preference as to age, sex, race, color, religion, country of origin or ancestry, marital status, political beliefs, membership, participation in, or association with, the activities of any professional organization.

Section 19.1 - Posting for Position
When the College determines a position will be filled; the Vice President of Human Resources or their designee shall prepare, publish and distribute to the Union, all postings in the Bargaining Unit. Except in emergencies, shall remain open for ten (10) calendar days. An emergency shall be defined as any posting that must be filled in less than ten (10) calendar days subject to the approval of the Vice President of Human Resources or their designee and notice to the Union.

Section 19.2
Persons selected for training to become a Police Officer must agree in writing to remain in the employ of the College as a Police Officer (or as a supervisory police officer) for a minimum of two years following certification. Breach of this Agreement will result in liability for the actual cost of their

training and the coverage of their positions during training.

GENERAL

Section 20.0 – Safety Committee
The Union may petition the College Safety Committee for review of its safety concerns.

Section 20.1 – Records of Service
The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance. The employee shall have access to their personnel file in accordance with applicable law.

Section 20.2 – Bulletin Board
The College will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the College. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union. The Union shall promptly remove from such Union bulletin boards, upon the request of the College, any material which is detrimental to the Union-College relationship.

Section 20.3 – Minimum Rest Periods
Employees shall normally be granted a minimum rest period of eight (8) hours before having to report to duty.

Section 20.4 – Special Assignments
When it is necessary to add personnel to a given shift for a special assignment, overtime will be offered to bargaining unit employees on a rotating basis. However, the overtime assignment need not be offered on a rotating basis if, in the discretion of the College, the selection would not be in the best interest of the College.

Section 20.5
In discharging work responsibilities, each employee shall diligently and to the best of their ability, carry out all assignments, directions, and responsibilities, and comply with all policies, procedures, rules and regulations, orders and practices of the College and the provisions of this Agreement.

FRINGE BENEFITS

Section 21.0
The College will meet with the Union prior to selecting a different carrier for health, dental, and optical insurance.

Section 21.1 – Medical Care Plan

1. Health Insurance:
   Effective January 1, 2014, the Board of Trustees shall provide each employee with the following
   options in selecting health care coverage:
   a. A PPO option with a prescription drug rider. The plan design will be developed by the Health Care Coalition and College.
   b. An HMO option with plan option design as developed by the Health Care Coalition and the College.
   c. A High Deductible Health Care Plan option. The plan design will be developed by the Health Care Coalition and the College.
   d. Other options may be offered if the Health Care Coalition and the College agree. The agreement will be subject to the requirements of Public Act 152.

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

Section 21.2 -- Life Insurance
The College shall provide life insurance at double the amount of the employee's annual salary, computed to the next thousand dollars. Upon the attainment of age 65, the amount of life insurance will be reduced to 67%. At age 70, the amount of life insurance will be reduced to 45%. At age 75, the amount of life insurance will be reduced to 30%. At age 80, the amount of life insurance will be reduced to 25%. The employee may elect to purchase additional insurance at the rate offered by the College, provided that any additional insurance shall be in units of ten thousand dollars ($10,000) subject to limitations imposed by the carrier, and that enrollment shall be limited to the month of October each year, with an effective date of January 1st each year. Only non-probationary employees shall be eligible to purchase additional insurance.

Section 21.3 – Accidental Death and Dismemberment
The College shall provide insurance for accidental death and dismemberment up to $5,000 for each full-time employee.

Section 21.4 – Short-Term Sickness and Accident
The College shall provide each full-time employee Short-Term Sickness and Accident Insurance. Disability benefits of 70% of salary may commence on the sixth (6th) day of absence from work because of illness, accident, or hospitalization. Benefits continue through the thirteenth (13th) week or end of disability, whichever occurs first.

Section 21.5 – Long Term Disability
Monthly income benefits equal to seventy percent (70%) of the employee's basic monthly earnings are paid, subject to a maximum benefit of $1,200. The payment will be reduced by certain other periodic benefits to which said employee may be entitled (as set forth in the policy of insurance). Such benefits for total disability shall commence with the fourteenth (14th) week of disability and shall continue for the period of total disability. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretative bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at age 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve months.

Section 21.6 – Tax Sheltered Annuity
The Tax Sheltered Annuity Plan selected by an employee shall be made available to the employee at their option, the cost of which shall be paid by the employee.

Section 21.7 – Worker's Compensation
The College shall carry worker's compensation so that an employee disabled from an injury or disease due to their employment may receive medical attention and weekly benefits. Such insurance shall cover all benefits required by the Michigan Worker's Compensation Act. In the event an employee is entitled to benefits under the Worker's Compensation Act, the employee shall receive the difference between the employee's current annual contract salary out of their accident and sickness insurance benefit.

Section 21.8 – Vision Care Expense Insurance
The College shall provide optical insurance for all employees and their eligible dependents with a plan option design as developed by the Health Care Coalition.

Section 21.9 – Tuition Reimbursement
The College shall provide employees and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

Section 21.10 – Dental Insurance
The Board shall provide dental insurance for all employees and their eligible dependents with a plan option design as developed by the Health Care Coalition.

Section 21.11 – Uniform Cleaning Allowance
On July 1 of each year, employees shall receive a uniform cleaning allowance of $850. Employees who are on short-term or long-term disability leave shall have the uniform cleaning allowance prorated to 1/12 of the amount for each month worked.

Section 21.12 – Liability Insurance
The College shall provide Professional Liability Insurance covering services rendered during the course of employment.

SALARY SCHEDULE

Section 22.0
The Salary Schedule shall be established in Appendix A and no new employee shall be hired except in
Accordance with the provisions of this schedule.

Section 22.1
Employees required to begin their day before 7:00 a.m. or after 3:00 p.m. shall receive a shift differential $1.50 per hour for those hours actually worked before 7:00 a.m. or after 3:00 p.m. There shall be no pyramiding of overtime.

Section 22.2
Employees who are certified as Emergency Medical Technicians (EMT) shall receive a premium of $750 per annum, payable on July 1 of each year. Employees who hold approved certificate of special training shall receive a premium of $500 per annum payable on July 1 of each year. The Chief of Police shall notify Human Resources of those employees who hold EMT licenses or approved certificates of special training and each employee shall provide copies to Human Resources for inclusion in their personnel file. Employees who are on short-term or long-term disability leave shall have the premiums prorated to 1/12 of the amount for each month worked.

Section 22.3
Any employee who has completed (10) years of full-time service at the College shall receive $1,200 as longevity pay on the first pay date following the month in which their anniversary occurs.

Section 22.4 – Non-Contributory Investment Plan
An amount as determined by the following table shall be provided by the College for each employee covered by this Agreement:

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

TERMINATION AND MODIFICATION

Section 23.0
This Agreement shall be effective as of July 1, 2019, and shall continue in full force through June 30, 2022, subject to conditions set forth herein.

Section 23.1
Either party may give written notice to the other party of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.

Section 23.2
Collective bargaining meetings between the College and the Union may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the College and the Union.

Section 23.3
Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any terms of this Agreement.

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

COMMUNITY COLLEGE COUNCIL DISTRICT OF THE COUNTY OF MACOMB

/S/
Denise Williams, VP for Human Resources

/S/
James Matheney, Chief of College Police

/S/
Lauren Willey, Director of Personnel Services

/S/
Scott Sheets, Lieutenant, College Police

POLICE OFFICERS LABOR

/S/
Martin Kroll, President

/S/
Scott Blackwell, Field Representative
Police Officers Labor Council

/S/
James Gawlowski, Negotiating Team

APPENDIX A – SALARY SCHEDULE

A. Effective July 1, 2019, the attached wage schedule pursuant to Section 22 Compensation (below) will replace the wage schedule that is part of the agreement February 22, 2018 to June 30, 2019. July 1, 2019, two and one-half percent (2.5%) increase plus step; July 1, 2020, two and one-half percent (2.5%) increase plus step; July 1, 2021, two and one-half percent (2.5%) increase plus step.

B. Appendix A - Salary Schedule

The salary schedule shall be as follows:

7/1/2019					
2.5% Police Officer					
Step 1	Step 2	Step 3			
$45,453	$48,300	$52,829			
Public Safety Officer					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$28,396	$30,212	$32,135	$34,190	$36,596	$40,023

7/1/2020					
2.5% Police Officer					
Step 1	Step 2	Step 3			
$46,589	$49,508	$54,149			
Public Safety Officer					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$29,105	$30,967	$32,938	$35,045	$37,510	$41,024

7/1/2021					
2.5% Police Officer					
Step 1	Step 2	Step 3			
$47,754	$50,745	$55,503			
Public Safety Officer					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$29,833	$31,741	$33,762	$35,921	$38,448	$42,049

NOTE: The term "year(s)" in each step of the schedule refers to years or experience directly related to the performance of duties as a Macomb Community College Police Officer or a Macomb Community College Public Service Officer. It is understood that a newly hired employee shall be placed on the schedule at Step 1. On July 1 of each year, each employee shall move to the next step.

REVISED

LETTER OF AGREEMENT

Between

MACOMB COMMUNITY COLLEGE And

MACOMB POLICE OFFICERS LABOR COUNCIL

1. Macomb Community College (Employer) and Macomb Police Officers Labor Council (POLC) agree that the College will be closed for the year end period between December 25th and December 31st . However, this does not preclude a faculty member or an administrator from having access to their respective office and/or classroom if they deem it necessary.

2. Macomb Community College (Employer) and Macomb Police Officers Labor Council Command Officers (POLC) agree that the College will be closed on the recognized Martin Luther King, Jr. Day in January each year. However, this does not preclude a faculty member or an administrator from having access to their respective office and/or classroom if they deem it necessary.

3. It is further agreed that members of POLC who report to work during the above referenced closed year end period and/or Martin Luther King, Jr. Day will receive straight paid leavetime equivalent to the hours worked on any or all of the days referenced in this agreement. Members may elect to receive straight pay in lieu of straight paid leave time. All straight paid leave time or straight pay which is earned during the periods referenced in this agreement must be used or will be paid by the fiscal year end (June 30) of which it was earned.

4. It is further agreed that theEmployer reserves the right to re-open during the period referenced and/or Martin Luther King, Jr. Day at their discretion. This agreement shall not set a precedent for future decisions made by the Employer regarding closure or non-closure of the college during the referenced time period and/or Martin Luther King, Jr. Day.

5. This Agreement shall not set a precedent for any other matters now pending or that may arise in the future between the parties.

MACOMB COMMUNITY COLLEGE

MACOMB POLICE OFFICERS LABOR COUNCIL

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