Macomb Community College
Education • Enrichment • Economic Development
Discover. Connect. *Advance.*™

AGREEMENT

between the

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

AMERICAN FEDERATION
of
STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 128

January 1, 2019 – December 31, 2021

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ARTICLE 1 PURPOSE AND INTENT

A. The general purpose of this Policy is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Macomb Community College, and Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, Local #128.
B. The parties recognize that a sound educational program as it affects the best interest of the college district, its students, and its employees is a primary objective.
C. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2 DEFINITION OF TERMS

For the meaning of terms used in this document, see Appendix B attached hereto.

ARTICLE 3 RECOGNITION

A. Section II of Act 335, Public Acts of 1947, as amended in Case No. R75 C-100, April 24, 1975, by the State of Michigan Labor Mediations Board, the Board of Trustees of Macomb Community College, herein referred to as the Board, does hereby recognize Michigan Council 25, American Federation of State, County & Municipal Employees, AFL-CIO, Local 128, hereinafter referred to as the Union, as the sole and exclusive bargaining representative of all the Supervisory & Technical and other employees currently covered in the bargaining unit for the purpose of collective bargaining with regard to wages, hours and conditions of employment.
B. This Agreement constitutes the total understanding between the parties and it shall not be added to, subtracted from, or changed except as mutually agreed by the parties, insofar as it relates to wages, hours, and working conditions.
C. This agreement shall become effective only after ratification by a majority of Union Employees in the bargaining unit (as above described) who vote at the ratification meeting. Such ratification shall be certified in writing by the Union to the Board of Trustees. Upon ratification as above described and ratification by the Board of Trustees, all employees in the bargaining unit shall be bound by all of the terms and conditions of the Agreement and this Agreement shall supersede and replace any individual policies or agreements either written or not, or any individual agreement either written or not.
D. The Union, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, sit-downs, slow-downs, stoppage of work, 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 or the provisions of Article 8.A. of this Agreement.
E. The Union President shall initiate a request for a Union meeting with the President of Macomb Community College. Such request shall indicate the time, date and purpose of such proposed meeting. It shall be within the President's discretion to approve such requests.
F. Check off form: During the life of this Agreement and in accordance with the terms to the extend the laws of the State of Michigan permit, the Board agrees to deduct Union membership dues levies in accordance with the Constitution and by-laws of the Union from the pay of each Employee who executes or has executed the "Authorization for Check-off of Dues" form or equivalent.

G. 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 only honor written voluntary individual membership Dues Deduction Authorizations of employees.

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.

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 (15^{th}) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1^{st}) 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.

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.

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.

6. 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.

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.

H. The Board agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution.

I. **Management Rights**

The Board, on its own behalf and on behalf of the electors of the Board, 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 constitutions of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

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;
2. to hire all employees, determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;
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;
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;
5. maintain efficiency of operations and take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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.

K. Both the College and the Union declare commitment to equal employment opportunity, and of non-discrimination in the provision of all services and in the administration of this contract. Therefore, it is declared jointly that there will be no discriminatory practices based upon race, creed or religion, color, sex (including sexual harassment), marital status, national origin, age or handicap.

Further, the College and the Union jointly undertake to comply fully with all applicable federal, state and local laws relating to equal employment opportunity and non-discrimination in fulfilling their obligations under the terms of this contract.

ARTICLE 4 CONDITIONS OF EMPLOYMENT

A. **Vacancies**

1. **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.

2. **Posting Vacancies:** The Director of Personnel Services shall distribute to all Union members all notices of vacancies in the Union, except vacancies under the provisions of Article 5.B.3. Notices of vacancies shall incorporate a job description. All posted vacancies shall remain open for at least ten (10) working days. In the event the position is not filled, notification will be provided to the applicants.
3. **Preference in Hiring:** Preference for filling positions will be given to those Union employees whose qualifications, such as academic preparation, occupational experience and ability, are equivalent to other applicants. In the event that a Union member is not the successful applicant, the Union upon written request, will have available for its inspection the qualifications of said applicant.
4. **Vacancies in Specially Funded Programs:** Notices of vacancies created through specially funded programs shall be distributed to all bargaining unit members.
5. **Reply in Writing to Unsuccessful Candidates:**
   a) Bargaining Unit members who apply for and are deemed "not qualified" for the posted position shall be notified in writing by the Human Resource Office as soon as the "not qualified" determination is reached. The reason for the "not qualified" determination will be given.
   b) Those employees who apply for another position within the College shall be notified in writing when a decision has been made that they have not been accepted. They shall have the opportunity, upon request, to learn why they did not receive the position from Human Resources or its designee within five working days of the written request.
6. **Screening Committee:** The hiring administrator shall appoint at least one member of the bargaining unit to serve on the screening committee. The President shall be notified of the bargaining unit member selected to serve on the screening committee.

B. **Physical Examinations**
1. **Pre-Employment:** Prior to employment, all Union employees shall present evidence of having completed satisfactorily a physical examination by the College physician at College expense.
2. **Impaired Ability:** 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, when the Vice President for Human Resources has reasonable cause to believe that such employee is suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties and responsibilities of his/her position, or when the employee claims to be unable to perform assigned work because of illness or disability. Said examination and subsequent report shall cover only the specific problem in question. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of the employee's choice at employee's own expense.
   If there is a dispute between the findings of the two (2) physicians, the employee or the employer shall have the right to request a third examination. In the absence of a mutually agreeable specialist (agreeable to the employer and the employee), this examination shall take place at one of the following hospitals: Ford Hospital; University of Michigan, Ann Arbor; Detroit Medical Center; or Mount Clemens General. The cost of this examination shall be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Union and the College.
3. **Other:** A doctor's statement may be required attesting to an employee's fitness to return to work under the following circumstances:
   a. After an illness of three (3) or more consecutive working days.
   b. After surgery.
   c. After hospitalization.
   d. Upon return from Workers' Compensation.

e. Upon return from Medical Leave of Absence.
Such statement shall be provided by a licensed and practicing physician whose report shall be sent to the Director of Personnel Services.

C. **Appearances Before the Board of Trustees**
1. **Discussion Shall Be Before the Board as a Body:** The discussion of personal petitions and/or grievances with individual members of the Board of Trustees is to be discouraged: discussions of such matters with the Board shall be before the Board as a body, and shall take place only after all other avenues of recourse have been exhausted, and only in accordance with the provisions set forth in the following paragraph.
2. **When an Employee May Appear Before the Board:** An employee may appear before the Board of Trustees only after a written request stating the reasons for such appearance has been presented through established administrative channels to the Board of Trustees.
3. Items requested by the Union President shall appear on the Board agenda provided written notification of the nature of such items is submitted to the College President's office by noon, ten (10) working days preceding a regularly scheduled meeting.

D. **Compensation**
1. **Promotion Compensation:** If an employee who is promoted to a higher classification is "on step" s/he will be placed on the same step at the higher level classification. If the employee is "above step" s/he will receive the difference between the minimum of the classification that s/he is leaving and the minimum of the higher classification. Similarly, if an employee moved to a lower classification is "on step" s/he will be placed on the same step at the lower level classification. If the employee is "above step" the salary will be reduced by the difference between the minimum of the classification s/he is leaving and the minimum of the lower classification. Employees placed under Article V.B.3. are excepted from this provision, except as specified in Article V.B.3.
2. **Temporary Assignments:** Administration may temporarily assign an employee to another position for a period not to exceed ninety (90) days. Compensation for such transfer will be in accordance with Article 14.C. and Article 14.D.
3. **Overtime:**
   a. Available overtime shall be first offered to full-time employees within a Department before being offered to part-time employees providing the full-time employee is capable of performing the work.
   b. "Available overtime" is work that can reasonably and practically be assigned to a full-time bargaining unit member, considering such concerns as:
      1. the amount of work remaining to be done on the assignment,
      2. any travel time or geographic separation which is involved in order for a full-time employee to take over the assignment,
      3. the complexity and, thus, time which would be involved in transferring responsibility from the person performing the work to a full time bargaining unit member.
   c. The College may assign work to a part-time employee at straight-time without first offering the work to a full-time employee at an overtime rate. It is the intent of the College to use foresight and judgment in planning work assignments for part-time and full-time employees.
   d. Overtime compensation shall be paid at time and one-half for hours over 8 in one day and 40 in one week, except as limited by Article 4.F.2.a. and the Macomb Center for Performing Arts whose overtime will begin after the 40th hour in one week. Triple time will be paid for holidays.

e. Employees on other than a Monday through Friday work schedule shall be paid overtime After the 40th hour in one week. Doubletime shall be paid after the 48th hour in one week which includes the Macomb Center for the Performing Arts.
f. Time paid shall be considered as time worked for the computation of overtime.

4. **Compensatory Time**
   a. Compensatory time will be equal to one and one-half (1-1/2) hours for every one hour of overtime worked.
   b. 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 the compensatory time is not taken by the end of the contract year in which it is earned, the employee shall receive overtime pay.
   c. It shall be the option of the employee to choose between overtime pay and compensatory time; however, if the administrator determines that compensatory time cannot be granted, the employee will accept overtime pay for extra hours worked.
   d. The Supervisor shall determine when the compensatory time may be taken within the time specified in "a" & "b" above.
   e. The employee may request in writing overtime pay for all or part of accumulated compensatory time at any time during the contract year.
5. **Minimum Call-In Time:** Minimum call-in time shall be paid two (2) hours of overtime pay. This provision does not apply to hours worked which directly connect with an employee's regular shift and which could extend that shift by an earlier starting or later quitting time.

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 a member's personnel file.

F. **Duty Hours**
1. **Regular Hours:**
   a. Employees shall work a forty (40) hour week according to a schedule established by the Supervisor. Posting of new positions other than the normal five-day work schedule shall specify the alternate work week and schedule.
   b. The College will be able to adjust schedules with prior notice to the employee. The may include evening and weekend hours and scheduling an alternate day and/or time off with overtime paid as outlined in Article 4.D.3.d.
2. a. **Less Than Five-Day Work Schedule:**
   At the request of the employee with concurrence of the administrative supervisor; or 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 hours worked in excess of 40 hours in any one week. For the purpose of computing Paid Time Off (PTO) actual hours shall be reported.
   b. The work schedule of less than five days for an employee may be terminated with 10 working days notice.
   c. When a work schedule of less than five days is offered to an employee, there is no obligation on the part of the College to offer such schedule to any other employee. Refusal of an employee to accept a work schedule of less than five days shall not be the basis for disciplinary action.

d. If workload requirements of a department or unit require a work schedule of less than five days, all Union employees in the department or unit may be required to accept such assignment.
e. During any week in which a College holiday falls, all employees will revert to a regular five-day schedule with holidays off.
f. Shift differential as set forth in Article 14.E. shall not apply for an employee on a schedule of less than five days except that an employee whose five-day per week schedule qualifies for shift differential and who is involuntarily placed on a four-day schedule shall receive the same shift differential pay as he/she received on the five-day schedule.
g. An agreement to such a work schedule must be signed by the employee and his/her Supervisor and filed in the Human Resources Office before being initiated. A copy of such agreement shall be provided to the Union President.

3. **Lunch Period:** Each employee shall be entitled to a duty-free lunch period of one (1) hour. The time of the lunch period shall be determined by the Supervisor and may be changed with his approval.
4. **Breaks:** Each employee shall be provided a fifteen (15) minute duty-free paid relief time during the first half of the working day, and a fifteen (15) minute duty-free paid relief time during the second half of the working day.

G. **Temporary Employment**

1. The College may employ temporary employees for a period not to exceed ninety (90) calendar days except as provided in Article 9.D.2. The temporary employee's employment may not be renewed or extended beyond the original ninety (90) calendar day period except by agreement with the Union. No temporary or part-time employee shall be covered under the terms of this Agreement.
2. A part-time temporary schedule of hours shall be available to the Union upon request. (See also Article 9.G.)

H. **Job Upgrading**

Employees whose positions have undergone substantial increase in duties and/or responsibilities may initiate a request for position upgrading in accordance with the procedure described below:

1. The employee shall submit a written request to the Immediate Supervisor, with a copy to the Union President, specifying the level to which the position should be upgraded and the reasons for such upgrading; i.e., how the duties and/or responsibilities have substantially increased since the current level was last determined.
2. Within ten (10) working days the Immediate Supervisor shall forward the request, along with any additional information to the Director of Human Resource Management, who shall initiate an analysis of the position, which shall be concluded within twenty-five (25) working days.
3. At the conclusion of this analysis, the Director of Human Resource shall recommend appropriate action to the respective Vice President.
4. The appropriate Vice President shall, within ten (10) working days, either:
   a. Recommend to the President that the position be upgraded, with the President thereafter notifying the Union of his decision within ten (10) working days; or,
   b. Notify the Union members in writing, with a copy to the Union President, of his reasons for not recommending upgrading.
5. Employees who receive job upgrading to a higher classification shall receive not less than the difference between the minimum salary of the classification that they are leaving and the minimum salary of the new classification.

I. **Equity Adjustments**
The Union will be provided the opportunity to review any equity salary adjustments prior to implementation. Such equity adjustments may include market adjustments determined by market conditions.

J. **Location of Work Assignments**
Both the Union and the College acknowledge that the mission of the College requires outreaching to the community. To this end, work assignments may be performed at campus and/or off campus locations.

ARTICLE 5 SENIORITY

A. **Basis of Seniority**
In applying the provisions of Article 5, an employee transferred into the unit from another bargaining unit under the employer shall receive a date of entry seniority (unit seniority) for the purpose of layoff, job elimination and rehire, but shall maintain total seniority (College seniority) for the purpose of fringe benefits.

B. **Staff Reductions and Position Elimination**
Whenever a reduction in work force is necessary, the following procedure (without pay) will apply:

1. No full-time bargaining unit member will be laid off if part-time supervisory/technical employees or full-time temporary employees doing work in which the displaced member is qualified within the department from which the layoff will occur. Nor shall a position be eliminated if part-time supervisory/technical employees or full-time temporary employees are working within the department in which the elimination is to occur and the elimination of the position will ultimately result in the layoff of a bargaining unit member.
2. In the event of reduction of available work, the employer shall retain at work those employees having the greatest amount of seniority, provided such employees possess the minimum qualifications required in the job description providing the job description accurately reflects the current job requirements. The affected employee shall be notified sixty (60) calendar days in advance.
3. If the elimination of a position is imminent, the College may transfer the employee to a vacant unposted position for which he/she qualifies at the same level or at a lower level. The employee shall in either case continue to receive the salary and subsequent negotiated increases as though he/she had remained in his/her former position.
    a. It is agreed that the employee shall serve a (90) day trial period in the position. It is further agreed that at any time within the trial period the immediate supervisor may request with written reasons that the employee be removed from this position subject to just cause. In addition, it is agreed that should this request be made by the immediate supervisor as stated, the College may transfer the employee as provided above.
    b. It is further agreed that if the above circumstances were to occur and there is not a vacant unposted position at the same or lower level which the employee is qualified to transfer into, the employee will be laid off and subject to Article 5.C. Recall Procedure.
4. Any member of the bargaining unit whose position is eliminated (and who has not been transferred to a vacant position) may bump the least senior employee at the same level or a lower level for whose position the former is qualified, as specified by the job description. Any employee who is bumped may exercise the same bumping rights.
5. All bargaining unit members shall be paid for earned PTO and comp days to date pursuant to Article 13.A.2. in the event of layoff or termination.
6. Any employee who has been unsuccessful in exercising his bumping rights will be given the opportunity to bump into any open Union position for which he meets the minimum qualifications, as specified in the job description.

7. 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.
8. 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.

C. **Recall Procedure**

Employees on layoff shall be recalled in the following manner:

1. No Union vacancies shall be filled while there are available Union members laid off who are adequately qualified, as determined by the employer, to fill the vacancies, unless such Union members shall fail to advise the President of their acceptance of employment within seven (7) calendar days of receipt of registered letter of notification by the President, of positions available.
2. When circumstances shall be appropriate, each Union member laid off as aforementioned shall be reinstated in inverse order of his/her placement on layoff, qualifications permitting.
3. The recalled employee must take a position of his/her level at time of layoff. If no such opening exists, he/she may request to take a position on a lower level and in line with his/her seniority and qualifications. In the event the employee's original position becomes available within 12 months, said employee will be eligible for that position with at least his/her exit salary plus any increases.
4. An employee shall be notified by registered mail to return to employment within seven (7) days of receipt of notice. If he/she fails to do so, or fails to make alternative satisfactory arrangements with the employer, his/her seniority rights and future employment with the employer may be affected at the discretion of the employer.
5. Such recall shall not result in loss of status or credit for previous years of service.
6. An employee who is not recalled within a period of time equal in length to his/her seniority, or a one-year period, whichever is greater, shall not be considered on layoff, but his/her employment shall be deemed to have terminated.

D. **Loss of Seniority**

An employee may lose his/her seniority rights for any of the following reasons:

1. If he/she quits his/her employment.
2. If he/she is discharged and such discharge is not reversed.
3. If he/she is absent for three (3) consecutive working days without notifying the employer and fails to present an acceptable explanation for his/her absence.
4. If he/she fails to return to work from layoff when recalled as set forth in the conditions laid down in Article 5.C. of this Agreement.
5. If he/she overstays a leave granted for any reason as provided in this Agreement without notification, for three (3) consecutive working days beyond the date of his/her expected return and fails to present an acceptable explanation for the absence.
6. If he/she is not recalled from layoff within a period of time equal in length to his/her seniority, or one year, whichever is greater.

E. **Return to Bargaining Unit From Specially Funded Programs**

1. Bargaining unit employees who apply for and are accepted by the College into a specially funded, non-bargaining unit position shall be allowed to return to the bargaining unit in accord with paragraph "2" below, and shall be credited with continuous seniority for the period of time spent in the specially funded program.

2. Employees desiring to return to the bargaining unit will indicate this desire to return and will present at least thirty (30) calendar days notice. Return shall be conditioned upon the termination of the specially funded program. If the employee's original position is vacant, the

employee may return to the previous position that is vacant. Where there is no said vacancy, the employee may apply for any vacancy for which he/she is qualified. Any employee returning from a specially funded position and applying for a position shall be given consideration as an internal applicant. Consideration as an internal applicant is limited to a period of one year from the date of termination of a special-funded program employee.

3. The provisions of this Article (5.E.) shall be the exclusive method to obtain another position within the bargaining unit when employee's specially funded position is terminated.
4. A specially-funded program employee is defined as a bargaining unit employee whose position is funded by a specially-funded program and not the College general fund.
5. Should an external applicant be hired in a specially funded position, they will be a non-affiliated employee and not subject to the provisions and benefits provided by this bargaining agreement.

F. **Military Service and Seniority**

All benefits as outlined by Federal and State regulations shall be afforded the employee either drafted, recalled to active duty, or called to summer camp training, with the stipulation that the employee return to duty as specified in the same regulations, including notification to the employer.

G. **Personnel File**

The employer will maintain a personnel file for each employee. The personnel file will be located in the Human Resources Office. There will be only one personnel file for each employee.

1. The Employee will have the right upon request to examine his/her own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. The employee will make an appointment with the Human Resources Office to examine his/her personnel file. A member of the Human Resources Office staff will be present when the employee inspects said file, and the employee may be accompanied by a member of the Union if he/she desires.
2. At the employee's request, the employer will reproduce a single copy per request of any materials in his/her personnel file, for the exclusive use of the employee, except confidential pre-employment credentials of an evaluative nature.
3. The employee will have the right to add to his/her personnel file materials which attest to his/her proficiency and experience. When such materials testify to the successful completion of any course, seminar, or other program that increases or broadens the employee's qualifications for any work performed by any position included in this bargaining unit, this information will be added to the employee's personnel file.

H. **Discipline**

1. The employee shall have the right to be represented by the Union at the time disciplinary action is imposed. Disciplinary interviews, reprimands, or informal evaluations of any kind will be held in private. Said confidential proceedings will be between the immediate administrator and the employee unless waived in writing by the employee. If such a waiver is made, a member of the Union may be present upon the employee's request and, in such circumstances; the immediate administrator may also elect to have another representative present. The results of these proceedings may be shared with involved administrators.
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.

I. **External Transfers**

If an employee is transferred to a position under the employer not included in the unit, his/her seniority will be fixed. If an employee transfers back into the unit, he/she shall have the amount of fixed seniority within the unit. However, total seniority, including the amount of fixed seniority and the amount of seniority outside the unit, shall be used for the purpose of computing fringe benefits.

ARTICLE 6 EVALUATION

A. 1. **Evaluation During Probationary Period**

During a probationary period, both new employees and internal transfers shall be subject to continuing evaluation which shall include written evaluations (see Appendix F) by the immediate supervisor. Dismissal of new probationary employees shall not be subject to the grievance procedure.

2. **Evaluation of Regular Status**

Evaluation shall be a continuing process through verbal guidance, directives and clarification of job performance. No member of this bargaining unit may evaluate another member of the same bargaining unit.

ARTICLE 7 PROBATION AND REGULAR STATUS

A. **Probationary Employees**

New employees shall be on probation for the first one-hundred-twenty calendar days of their employment and during such period such probationary employees may be terminated by the employer without recourse to the grievance procedure, but shall be represented by the Union for all other purposes under this Agreement.

1. The Board and the Union 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. Leave Allowance: Probationary employees will accumulate Paid Time Off allowance during their probationary period (120 days) but may not utilize or be entitled to such leave until attaining regular status.
4. Medical Insurance: Probationary employees shall be eligible to receive medical insurance as provided in Article 13.C.5.
5. Fringe Benefits: Probationary employees will be eligible for fringe benefits, other than medical insurance, upon attaining regular status.
6. Workers' Compensation: Each employee shall be covered by the applicable Workers' Compensation laws.
7. Evaluation: Written formal evaluations of probationary employees will be made during their probationary period at 45 days, at 90 days, and at 120 days. An evaluation stating acceptable work at one hundred and twenty (120) days will constitute regular status for the employee.

8. Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first day of his/her employment.

B. **Internal Transfers**

Internal voluntary transfers shall serve a ninety (90) day trial period. At any time within the trial period, the Immediate Supervisor may request that said employee return to the job classification held by the employee immediately previous to his/her transfer, and the reasons for return shall be stated in writing. The employee may request and shall be returned to his/her former position within the posting period of the position he/she vacated.

ARTICLE 8 TERMINATION OF EMPLOYMENT

A. **Termination of an Employee**

An employee may be terminated by his/her Vice President upon the recommendation of his/her administrative superior.

1. Warning Before Termination: An employee shall be informed in writing at the first opportunity whenever his/her work performance is of unacceptable quality and shall be given reasonable opportunity to improve such work performance. Actions for terminating such employee shall not be taken before a reasonable opportunity to improve such work performance has been provided.
2. Notice of Termination: Notice of termination shall be given a regular employee thirty (30) calendar days before the effective date of such termination. When there is reasonable cause to assume that the immediate continued employment of an employee would be detrimental to the institution, such prior notice of termination may be waived. The employee may appeal the termination through the grievance procedure commencing at Step 3.

B. **Resignation**

The President may accept resignations from personnel with a notice of fifteen (15) calendar days prior to the effective date of termination. When it is in the best interest of the college, less notice may be accepted without penalty.

ARTICLE 9 LEAVES OF ABSENCE

A. **Eligibility**

In order to qualify for childbirth, childcare, adoption, foster care, medical, and illness in immediate family leaves, an employee must have completed one year of continuous full-time employment with Macomb Community College. All other leaves must be preceded by two years of continuous service. During a leave of absence the employee shall not receive compensation nor shall any fringe benefits continue in effect except as provided below.

B. **Time Limit**

A leave of absence shall not be granted for a period exceeding one (1) year, except in the case of leave granted for military service, or illness under the terms of LTD coverage.

C. **Requests for Leave**

Requests for leaves of absence shall be submitted in writing to the Director of Personnel Services at least one (1) month prior to the effective date of leave (other than a childbirth/childcare, adoption, or foster care leave) except in an emergency. The President shall, within ten (10) days, advise the employee of his decision to grant or to deny the request for leave.

D. **Purposes for Which Leaves Shall be Granted**

Leaves of absence may be granted for reasons of health, illness in the employee's immediate family, childbirth, childcare, adoption, and foster care, education, personal matters, or military obligations.

1. **Childbirth, Child Care, Adoption, and Foster Care Leaves:**
   An employee may be granted a Childbirth, Childcare, Adoption, or Foster Care leave of up to one year. An employee who is unable to return following one year will be deemed unemployed. A union employee's position shall remain open for a period of twelve weeks. At the end of twelve weeks, the employee shall be eligible to return to his/her position without loss of status or benefits. This benefit will run concurrent with FMLA and will not supersede FMLA leave requests. An employee on childbirth, childcare, adoption, or foster care leave in excess of 12 weeks and/or an FMLA leave request shall be eligible to bid on posted positions as an internal candidate for two years from the first date of absence. The College contribution to health insurance coverage selected according to provisions of Article 13, dental coverage, and optical coverage shall continue for twelve weeks for employees on childbirth, childcare, adoption, or foster care leave.
2. **Medical Leave:** An employee requesting a Medical Leave of Absence must submit the request in writing along with a physician's verification to the Director of Personnel Services. An employee on Medical leave may return to duty upon presentation of a physician's certificate that the employee can return to full-time employment and is physically capable of performing all of the assigned duties. The length of a Medical Leave shall be determined by the length of confinement and the College shall have the right to fill the employee's position temporarily. The College shall have the right to verify the Medical Leave. The employee may return to the same or redefined position (or a position at the same level if the position held has been eliminated during the term of the leave) at any time within one (1) year following the original date of the leave. If the leave exceeds one year, the College may fill the position permanently. If the employee has been on medical leave for more than one year, the employee shall be terminated. Any employee terminated as a result of a loss of disability benefits may apply for any vacancy for which he/she is qualified and shall be considered the same as an internal applicant. For purposes of this section, and "internal applicant" is considered the same as a union employee and preference in filling a vacant position will be given when the employee's qualifications, such as academic preparation, occupational experience and ability, are equivalent to other applicants. Consideration as an internal applicant is limited to a period of two years from the first date of absence. The College contribution to health insurance coverage selected according to provisions of Article 13, dental coverage, and optical coverage, shall continue for employees on medical leave up to a maximum of one year, however, time limits may be extended by mutual agreement. After one year on medical leave, insurance coverage shall be at the employee's expense.
3. **Illness in the Immediate Family Leave:** An employee requesting a non-compensable leave of absence for illness in the immediate family must submit the request in writing along with the Physician's verification to the Director of Personnel Services and the College shall have the right to verify the medical reasons. (The term "Immediate Family" shall mean the parents, grandparents, grandchildren, brother, sister, children of the employee or employee's spouse, or other person who is domiciled with the employee.) The College shall have the right to post the employee's position after ninety (90) calendar days. This time will run concurrent with the FMLA leaves where applicable. The College contribution to health insurance coverage selected according to provisions of Article 13, dental coverage, and optical coverage shall continue for twelve weeks for employees on leave for illness in the immediate family. An employee on a non-compensable leave of absence for illness in the immediate family who is unable to return to work following twelve weeks will be deemed unemployed. The employee will be able to bid on posted positions as an internal candidate for two years from the first date of absence.

4. **Military Leave:** Employees who are inducted or who volunteer into the Armed Service will be granted non-compensable leaves in accordance with conditions established by Federal and State laws including accumulation of seniority.
5. **Educational Leave:** An employee requesting a non-compensable leave of absence for educational purposes must submit the request in writing along with a statement of educational pursuance, which shall include at least eight hours of course work per academic term, to the Director of Personnel Services. The College shall have the right to post the employee's position after one semester at the institution being attended. An employee on educational leave in excess of one semester will be deemed unemployed. The employee will be able to bid on posted positions as an internal candidate for two years from the first date of absence. The returning employee shall advise the Director of Personnel Services thirty (30) days before his/her expected return to college employ and shall provide the Human Resources Office with documents of accomplishment while on leave. These documents would be supplied as soon as they are available. Failure to meet the terms of the educational leave may result in termination of employment.
6. **Union Representation:** One employee elected or appointed to an office with the Union representing this bargaining unit may, following a written request of the Union to the Director of Personnel Services, be granted a non-compensable Union Representation leave of absence. The returning employee shall advise the Director of Personnel Services thirty (30) days prior to the time s/he expects to return to College employ. Upon return, the employee must apply for the first open position for which s/he qualifies. Should a vacancy not exist by the date of return from leave, the employee shall be deemed unemployed, but shall be considered as an internal applicant for a period of one year from the date the employee was deemed unemployed.

E. **Return to Work**

Any employee returning from a leave of absence and applying for a position shall be given consideration as an internal applicant for two years from the first date of absence. 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, when the Vice President for Human Resources has reason to believe that such employee is suffering from physical and/or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly the duties and responsibilities of his/her position, or when the employee claims to be unable to perform assigned work because of illness or disability. Said examination and subsequent report shall cover only the specific problem in question. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of employee's choice at employee's own expense. If there is a dispute between the findings of the two (2) physicians, the employee or the employer shall have the right to request a third examination. In the absence of a mutually agreeable specialist (agreeable to the employer and the employee), this examination shall take place at one of the following hospitals: Ford Hospital; University of Michigan, Ann Arbor; Detroit Medical Center; or Mount Clemens General. The cost of this examination shall be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Union, and the College.

F. **Salary on Return From Leave**

An employee who is rehired following a leave shall receive the benefits of any adjustments in base salary which were made prior to being deemed unemployed.

G. **Coverage of Positions Held Open**

For part-time or temporary employees who are covering the duties of Union members who are on leave and whose positions are being held open, the limitations of Article 4.G. shall not apply.

H. **Seniority While on Non-Compensable Leave of Absence**

An employee shall not earn seniority while on a non-compensable leave of absence.

ARTICLE 10 GRIEVANCE PROCEDURE

A. **Definition**

A grievance shall mean any claim by the Union or an employee that there has been an alleged violation, misinterpretation, misapplication, or a non-application of any of the provisions of this Agreement or violation of any established policy. Grievances shall be resolved through the grievance procedure herein provided.

B. **Basic Principles**

1. The time limits specified in this Agreement shall consist of working days and may be extended by mutual consent of the parties specified in any grievance step.
2. Failure at any step of the Grievance Procedure by the employer or its agents to give the required notification or to communicate any decision within the specified time limits of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.
3. Failure of an employee to appeal the decision to the next higher step within the proper time limits, shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.
4. All discussions shall be kept confidential among participants during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.
5. All complaints and appeals must be in writing, using the forms for that purpose supplied by the Human Resources Office. They shall contain a statement of the facts and the specific article(s) upon which the grievance is based and the recommended resolution. The grievance shall be considered only with regard to the particular contractual articles and/or clauses cited and alleged to have been violated.

C. **Steps of Grievance Procedure**

The aggrieved employee shall consult with his/her Administrative Supervisor within ten (10) work days after the cause of the grievance has become known to him/her.

Step 1: If the aggrieved employee does not receive satisfaction, he/she shall present the facts in writing to the Administrative Supervisor within ten (10) days. Within ten (10) working days from receipt of the written grievance, the Administrative Supervisor shall arrange a second meeting with the grievant and submit his/her answer in writing to said employee within ten (10) working days of this meeting.

Step 2: If the grievance is not settled at Step 1, the employee shall, within ten (10) working days after having received his/her answer, request that the grievance be forwarded to the Vice President of his/her area. The Vice President shall immediately arrange a conference for an informal discussion of said grievance between the grievant, his/her representative if he/she so desires, and the Administrative Supervisor for the purpose of attempting to adjust the grievance. The Vice President shall submit his/her answer in writing within ten (10) working days to the grievant.

Step 3: In the event the grievance is not resolved at Step 2, the employee and/or Union may submit the grievance in writing to the President, or his/her designee, within ten (10) working days of the decision. The President, or his/her designee, shall, within ten (10) working days, give his/her decision and the reasons therefore in writing to the employee and/or Union.

Step 4: If the grievance is not resolved at Step 3, the grievance may be referred to the Council Representative. The representative of this Council and/or the International Union will review the matter and may, within thirty (30) days after the answer referred to above, present the appeal of the grievance to the Pre-Arbitration Panel.

a. The Pre-Arbitration Panel shall be composed of three (3) representatives chosen by the Employer and three (3) representatives, including Council representatives, chosen by the Union.

b. The purpose of the pre-arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process. Therefore, resource persons may be called at the request of either side to provide testimony to the panel.

D. **Arbitration**

1. If the parties are unable to reach agreement through the pre-arbitration meeting, if pre-arbitration is requested, arbitration may be invoked by written notice to the American Arbitration Association with a copy to the Vice-President of Human Resources. Such notice shall be given within thirty (30) days from the date of the pre-arbitration meeting or Step 3.
2. If the Union is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If the Union does not file a request for arbitration within thirty (30) working days of the date of the employer's answer in Step 3, then the grievance shall be deemed withdrawn.
3. The Arbitrator shall be selected under established procedures of the American Arbitration Association.
4. The Arbitrator shall have no power to add to, subtract, disregard, alter, or modify any of the terms of this Agreement. His/her powers shall be limited to deciding whether the College has violated this Agreement. If the College disputes the arbitrability of any grievance, the Arbitrator shall first decide whether he/she has jurisdiction to act before taking proofs on the merits of the grievance. If he/she finds he/she has no jurisdiction, the grievance shall be referred to the parties without decision or recommendation on its merits.
5. It is understood and agreed that the interpretation of any insurance contracts or policies shall not be subject to arbitration.
6. Each party shall bear the full costs for its side of the arbitration and will pay one-half of the costs for the Arbitrator.
7. Neither the Board nor the Union, at the Arbitration proceedings, will assert any grounds or evidence not previously disclosed to the other party.
8. The decision of the Arbitrator shall be final and binding upon all parties.

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

F. **Grievance Representation**

The Board shall recognize four (4) Grievance Representatives. The grievance representative may be present at the second step of the grievance procedure. The grievance representative and outside counsel may be present at subsequent steps of the grievance procedure. Grievance representatives shall be allowed a reasonable amount of time off from work with no loss of pay for the purpose of investigating and/or processing grievances within their area. The grievance representatives shall notify and obtain their Immediate Supervisor's permission before leaving their work.

ARTICLE 11 COMPENSATED ABSENCES

A. **Reporting of Absences**

Each employee shall be responsible for reporting his/her absence to his/her Immediate Supervisor and for filling out the appropriate forms.

1. **Sickness and Accident Policy Benefits:** Beginning with the sixth (6th) day of sickness, the sixth (6th) day of accident, or the sixth (6th) day of hospitalization, the College will provide a sickness and accident policy program offering weekly payments to equal seventy percent (70%) of the salary of the employee.

B. **Bereavement**

Each employee shall be allowed up to five (5) bereavement days upon verification, if requested, for each bereavement when required in the case of death of a spouse, or the father, mother, grandparent, brother, sister, child or grandchild of the employee or his/her spouse. Bereavement days, other than for those above, may be approved by the Director of Personnel Services with the recommendation of the area administrator or Vice President.

C. **Professional Absences**

Absences may be granted to employees to attend professional meetings pertaining to their work, upon the recommendation of their Immediate Supervisor and in accordance with College policies. Expenses as approved in advance shall be reimbursed to the employee.

D. **Jury Duty**

An employee who is required to perform jury duty shall be excused from work for that purpose and shall receive the difference between the Employee's rate of pay and that paid for jury duty, exclusive of mileage. The Employee shall provide the Office of Human Resources with a copy of the summons requiring the Employee to report for jury duty and, after juror service has ended, shall provide a copy of the court statement showing the amount paid to the Employee for jury duty. The Employer shall have the opportunity to request the court to excuse the Employee from jury duty after consultation and agreement between the Director of Personnel Services and the Employee. Upon completion of jury duty, the employee shall return to his/her original position with no loss of pay, benefit or seniority.

ARTICLE 12 CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board and the Union. In the event any provision of this agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provisions 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. Such amendments or deletions shall be made known to the Union as soon as possible.

ARTICLE 13 FRINGE BENEFITS AND PAID TIME OFF

A. **Paid Time Off**

1. **Eligibility:** Pursuant to Article 7.A.3. employees must work a minimum of one hundred and twenty (120) days before being eligible for Paid Time Off. PTO days must be earned before it can be taken.
2. **Paid Time Off Allowance:** Employees will receive PTO according to the chart below:

	PTO Accrual Annual Amount	PTO Maximum Days Carryover	Payout Percentage at Separation
Year 1	27 (2.25 days per month)	27 max	44%
Year 2	30 (2.5 days per month)	50 max	60%
Year 3	33 (2.75 days per month)	56 max	64%
Year 4 and after	36 (3 days per month)	60 max	70%

3. PTO payment at time of separation for those with the maximum accrual amount at the conclusion of the prior contract year will include the maximum accrual amount, plus earned PTO for that contract year based on percentages listed above.
4. Pre-approval from immediate supervisor is necessary for PTO requests of over two consecutive days.
5. Non-preapproved days of three or more may require medical documentation.
6. As of January 1, 2017, 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.
7. **Holidays Falling During Vacation Period:** An employee shall not be charged with loss of a PTO day when a paid holiday occurs during his/her approved PTO period.

B. **Holidays**

1. **List of Holidays** The following days shall be paid holidays:

New Year's Day	Good Friday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving Day	Day before Christmas Day	Christmas Day
Day before New Year's Day		

2. Should any of these holidays fall on a Saturday, the preceding Friday shall be a paid holiday. Should any of them fall on a Sunday, the following Monday shall be a paid holiday. However, these provisions may be amended to conform to any present or future applicable State of Michigan statutes.

C. **Insurance and Medical Benefits**

The College will meet with the Health Care Coalition prior to selecting a different carrier for health, dental and optical insurance. Employees shall receive insurance and medical benefits as follows:

1. **Life Insurance:** The employer shall provide life insurance at triple the amount of the employee's annual salary, computed to the nearest 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 the College, with the exceptions 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.

2. **Sickness and Accident:** The employer shall provide sickness and accident insurance at seventy percent (70%) of the employee's salary less other applicable payments. Disability benefits may commence with the sixth (6th) day of accidental disability and the sixth (6th) day of disability due to illness.
3. **Long-Term Disability Insurance -- Non-Contributory:** The employer shall provide long-term disability insurance at seventy percent (70%) of the employee's salary less other applicable payments. Disability benefits shall commence after thirteen (13) consecutive weeks of total disability, as contained in the policy, providing such benefits are currently in effect. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretive bulletin by the Department of Labor, the following shall apply: Long term disability benefits for employees who become disabled at age 60 or before will cease at age 65. If disability occurs after age 60, benefits will cease five years after disablement or at age 70, whichever is earlier. If long term disability benefits commence at age 69 or older, benefits will be paid for twelve months.
4. **Accidental Death and Dismemberment Insurance - Non-Contributory:** The employer shall provide accidental death and dismemberment insurance to a maximum of fifteen thousand dollars ($15,000) per employee. Upon the attainment of age 65, and every five years thereafter, the amount of accidental death and dismemberment insurance will be reduced by 33% of the amount in force. Such reductions shall become effective on the date of the change in age.
5. **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.
6. **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 without benefit of pay. Such insurance shall cover all benefits required by the Michigan Workers' Compensation Act.
   In the event a Union member is entitled to benefits under the Workers' Compensation Act, the member may exercise the option of being paid the difference between the benefits received under Workers' Compensation and 100% of the member's current annual contract salary out of his/her Paid Time Off which shall be prorata reduced.
7. **Public Liability Insurance:** The employer shall provide Professional Public Liability Insurance in the amount of $200,000 per employee, covering services rendered during the course of employment.

D. **Tuition Waiver**
Effective for the Spring, 1990, semester, the Board shall provide bargaining unit members and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College but not registration and course related fees.

E. **Tuition Fund**
A sum of money not to exceed three thousand dollars ($3,000) 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 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.
Tuition reimbursements will not be made to Union members who were not employed at the beginning or end of the semester for which tuition is being requested.
A complete list of tuition fund requests, payments, and fund balance will be provided to the Union no later than March 1st of each contract year.

F. **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.

G. **Optical 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.

H. **Non-Contributory Investment Plan**
An amount as determined by the following tables 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:	3rd year	2%
	4th year	3%
	5th year	4%
	6th and each succeeding year	5%

I. **Uniform Cleaning Allowance**
The College shall provide a uniform cleaning allowance of $300 per year for employees required to wear a uniform while on duty.

ARTICLE 14 COMPENSATION

A. Upon being hired, employees will begin on Step 1 unless otherwise determined by the Vice President of Human Resources.

B. Employees required to begin their day before 7:30 a.m. or after 12 noon shall receive a shift differential of ten percent (10%) for those hours worked before 7:30 a.m. or after 12:00 noon, except as limited by Article IV.F.2.f. Shift differential is not paid when overtime compensation applies.

C. In the event a Union Employee is required to fill a higher Union level salaried position on a temporary or interim basis, the Employee will receive after the 10th working day and retroactive to the first day, in addition to current salary, the higher of 1) the salary for the higher Union level position determined in accord with Article IV.D. or 2) a premium of ten percent (10%) of his/her current salary for hours served in said position.

D. In the event a Union Employee is required to fill any lower salaried Union position on a temporary or interim basis, no downward salary adjustment will be made.
E. Employees with ten (10) years of full-time service at the College shall receive annually a longevity payment of 1.6% (.016%) of their base salary. This amount shall not be added to their base salary. This payment shall be made the first pay following the month of the Employee's anniversary date. Employees currently receiving a longevity payment based on step 24 that do not have ten (10) years of full-time service at the College prior to this agreement shall be grandfathered.

ARTICLE 15 LESS THAN TWELVE (12) MONTH EMPLOYEES

Conditions affecting individual Union Employees holding positions of less than twelve months duration shall vary from that of individuals holding twelve-month positions as described below.

A. Unit positions identified as covering a period of time less than twelve months duration in the normal contract year shall be compensated at the daily rate times the number of days worked. The Employee shall have the option of prorating his/her salary over a 12-month period.
B. Less than 12-month employees shall receive Paid Time Off allowance computed according to Article 13.A.2.for each month worked.
C. Employees working less than 12 months whose regular schedule covers holidays shall be paid for the holiday as though they had worked. Employees who work the day before and the day after a holiday or are on approved Paid Time Off shall be paid for the holiday as though they had worked.
D. All other benefits accruing to twelve-month Union employees shall be granted employees of less than 12 months without modification.
E. All positions covered by this Article shall be for a period of not less than 38 weeks nor more than 46 weeks, and any bargaining unit member so employed shall have the option of electing at least four (4) weeks of the non-compensable portion of the twelve months during the months of June, July, or August.

ARTICLE 16 SUPERVISORY SERVICE COMMITTEE

A. Supervisory Service Committee shall be established with such functions as are described below reserved to it.
   1. The Committee shall consist of the current Negotiating Committee, not to exceed three (3), and Administration's designees.
B. The Supervisory Service Committee shall provide the context in which clarification of the intent of this agreement shall occur. The deliberations and determinations of the Supervisory Service Committee shall not preclude the implementation of the Grievance Procedure nor limit the proper authority of the Board or the Union.
C. **Procedures**
   Meeting of the Supervisory Service Committee may be called by either party upon written notification to the other.

ARTICLE 17 SPECIAL CONFERENCE

A. Special conferences for discussion of important matters will be arranged between the Director of Human Resource Management or a designee and the President of the Union upon request of either party. Such conferences shall be between designated representatives of the Employer and designated representatives of the Union.
B. These conferences shall be held during working hours. It is agreed that the Union representatives may meet one-half hour immediately preceding the special conference. The special conferences shall in no way be considered a substitute for the Grievance Procedure as set forth in Article 10 of this agreement.

C. An agenda of discussion items shall be presented to the parties prior to the meeting.

ARTICLE 18 DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2019, and shall continue in full force through December 31, 2021.
B. Either party may give written notice to the other party of its desire to negotiate a new Agreement by no later than October 1, 2021. Arrangements shall be made within fifteen (15) days for negotiations to commence.
C. 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.
D. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the College and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 19 MISCELLANEOUS

A. The Board shall make available to the Union upon its reasonable request and within a reasonable time thereafter such statistical and financial information related to Macomb Community College as is necessary for negotiation of collective bargaining agreements.
B. Members of the Union's Negotiating Committee and the Union President (maximum of three) will be permitted to leave their work, upon notifying their supervisor, for the purpose of preparing for negotiations, for six (6) weeks prior to the scheduled opening of negotiations. The Negotiating Committee and the Union President will be allowed a total of not more than twenty-four (24) released hours to be used prior to the scheduled opening of negotiations.
C. One delegate of the local union elected to attend a function of the International Union and/or Council 25, such as a convention or conference, shall be allowed time off with pay to attend such conferences and/or conventions, not to exceed two (2) working days annually.
D. It is recognized that Union employees will be given the same consideration for part-time teaching assignments as any external applicant. The College agrees that it will not discriminate against Union employees when hiring part-time teachers because of their full-time College employment.
E. The College's right to established College-wide rules and regulations is recognized.
F. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board and the Union. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provisions 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. Such amendments or deletions shall be made known to the Union as soon as possible.

ARTICLE 20 SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement negotiate on any item both deem to require negotiation.

IN WITNESS WHERE OF, the said parties have caused this document to be executed by their duly authorized officers on December 19, 2018.

COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB

MICHIGAN COUNCIL 25, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL #128

APPENDIX A SALARY SCHEDULE

Effective January 1, 2019, the attached wage schedule will replace the wage schedule that is part of the agreement January 1, 2017 to December 31, 2018. January 1, 2019, 1.75% increase plus step, effective January 1, 2020, 1.75% plus step, effective January 1, 2021, 1.75% plus step. Members on Step 10 on or before December 31, 2018 will receive 1% non-contributory investment in year one, members on Step 10 on or before December 31, 2019 will receive 1% non-contributory investment in year two and members on Step 10 on or before December 31, 2020 will receive one percent (1%) non-contributory investment in year three of this agreement.

January 2019

	Level 1	Level 2	Level 3	Level 4	Level 5
Step 1	$38,372	$43,502	$48,855	$54,261	$59,475
Step 2	$39,673	$44,887	$50,394	$55,975	$61,298
Step 3	$40,977	$46,269	$51,936	$57,689	$63,123
Step 4	$42,279	$47,656	$53,477	$59,402	$64,947
Step 5	$43,580	$49,038	$55,017	$61,118	$66,768
Step 6	$44,883	$50,422	$56,556	$62,832	$68,591
Step 7	$46,186	$51,808	$58,096	$64,546	$70,415
Step 8	$47,490	$53,190	$59,638	$66,259	$72,239
Step 9	$48,791	$54,577	$61,176	$67,974	$74,062
Step 10	$50,095	$55,960	$62,718	$69,688	$75,885

January 2020

	Level 1	**Level 2**	**Level 3**	**Level 4**	**Level 5**
Step 1	$39,043	$44,263	$49,710	$55,211	$60,516
Step 2	$40,368	$45,673	$51,276	$56,954	$62,371
Step 3	$41,694	$47,078	$52,845	$58,699	$64,227
Step 4	$43,019	$48,490	$54,413	$60,441	$66,084
Step 5	$44,342	$49,897	$55,980	$62,188	$67,937
Step 6	$45,668	$51,305	$57,545	$63,931	$69,791
Step 7	$46,995	$52,715	$59,113	$65,676	$71,647
Step 8	$48,321	$54,121	$60,681	$67,418	$73,504
Step 9	$49,645	$55,532	$62,247	$69,164	$75,358
Step 10	$50,971	$56,940	$63,815	$70,907	$77,213

January 2021

	Level 1	Level 2	Level 3	Level 4	Level 5
Step 1	$39,727	$45,038	$50,580	$56,177	$61,575
Step 2	$41,074	$46,472	$52,173	$57,951	$63,462
Step 3	$42,423	$47,902	$53,770	$59,726	$65,351
Step 4	$43,772	$49,338	$55,365	$61,499	$67,240
Step 5	$45,118	$50,770	$56,960	$63,276	$69,126
Step 6	$46,468	$52,202	$58,552	$65,050	$71,012
Step 7	$47,817	$53,637	$60,147	$66,825	$72,901
Step 8	$49,166	$55,068	$61,743	$68,598	$74,790
Step 9	$50,514	$56,504	$63,336	$70,374	$76,677
Step 10	$51,863	$57,936	$64,932	$72,148	$78,564

APPENDIX B DEFINITION OF TERMS

1. COLLEGE SENIORITY - The length of time the employee works within any bargaining unit for the College.
2. EMPLOYER - Macomb Community College.
3. FULL-TIME EMPLOYEE - Those employees whose span of employment covers a calendar year and who work the hours specified in this Agreement.
4. LEVEL - Refers to the group of positions defined in Appendix A with the division and salary range shown.
5. MASCULINE PRONOUN - The use of the masculine gender in this Agreement always includes the feminine gender.
6. OPEN POSITION - Any position on the current manning chart and not filled at the time.
7. PART-TIME EMPLOYEE - Any person working less than 30 hours per week performing the duties of a position as covered by this Agreement. The College agrees to seek the approval of Local 128 in order to increase a part-time employee's hours beyond 30 hours per week.
8. REGULAR STATUS - A Union employee who has successfully passed the probationary period.
9. UNIT SENIORITY - The length of time in which the employee works within the bargaining unit.
10. REFERENCE TO BOARD, SPECIFIC ADMINISTRATORS OR SPECIFIC UNION OFFICIALS -Any reference to the Board of Trustees or to particular administrators or specific Union officials by title shall, where not otherwise specified, include by implication "or a designated representative."
11. TEMPORARY LAYOFF - A layoff which shall be for a period exceeding five working days, but for which reemployment is intended at the end of the period.

APPENDIX C LETTERS OF AGREEMENT

LETTER OF AGREEMENT
between
AFSCME LOCAL 128
and
MACOMB COMMUNITY COLLEGE

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

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

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

Either party to the agreement may request a special conference to discuss the utilization of the production crew or other related matters in accord with provisions of the contract with Local 128.

Local 128 employees of the MCPA will continue to be offered available overtime before part-time employees are scheduled for excess hours.

For the Union: For the College:

_____Dated: 1-10-2003
_____Date: 1-10-03
/s/Shirley Barnett
/s/Elizabeth Ferguson

APPENDIX D PERFORMANCE REVIEW

SUPERVISORY/TECHNICAL PERSONNEL PERFORMANCE EVALUATION

Probationary/Trial Period

Employee Name: _____ ☐ 45 days ☐ 90 days ☐120 days

Division/Department: _____ Position: _____

Date of Hire: _____ How long in this position: _____

Period Covered by Evaluation: From: _____ To: _____

PURPOSE: To inform the employee of status, progress or shortcomings.

Rating Factor – Rate by placing check mark	
Quality	__High quality
	__Standard quality
	__Fair quality
	__Frequently inaccurate, or poor quality
Quantity	__High volume
	__Satisfactory volume
	__Reasonable volume
	__Fails to do required amount
Job Knowledge	__Evidences thorough grasp of job responsibilities
	__Better than average knowledge of job
	__Has necessary knowledge to perform job
	__Inadequate job knowledge
Reliability/Initiative	__Can be relied upon to perform all duties with minimum supervision
	__Can usually be relied upon to follow instructions; requires occasional follow up
	__Shows good effort, but requires frequent checking
	__Fails to perform adequately without much supervision
Judgment	__Exercises good judgment and has ability to make sound decisions when necessary
	__Can make minor decisions, and knows when to refer questionable situation to superior
	__Occasionally shows reluctance to use judgment
	__Will not exercise judgment and requires detailed instruction and/or continuing supervision
Appearance, Attitude & Manner:	__Excellent __Good __Fair __Poor
Attendance:	__Excellent __Good __Fair __Poor
Supervisory ability:	__Excellent __Good __Fair __Poor
Overall Evaluation:	__Highly Satisfactory __Satisfactory __Marginal __Unsatisfactory
Comments by Supervisor:	
Signature of Evaluating Supervisor:	Date:
Comments by Employee (optional):	
Signature of Employee:	Date:
Original form has 3 copies. White copy – Human Resources; Canary copy – Supervisor; Pick copy - Employee	

APPENDIX E FAMILY MEDICAL LEAVE REQUEST FORM

FAMILY MEDICAL LEAVE ACT

Employees requesting leave of absence under Macomb's Family Medical Leave Act Policy must complete this request form at least 30 days prior to the date of the requested leave of absence or with as much prior notice as practical given individual circumstances.

Employee Name: _____ Social Security Number: _____

Position: _____

Department/Classification: _____

Family/Medical Leave is requested due to:

_____ Serious health condition rendering me unable to perform my job

_____ My need to care for my spouse, child or parent related to their serious health condition

_____ The birth of my child, the placement/adoption/foster care of a child
(Please attach appropriate documentation)

Start date of requested leave: _____

End date of requested leave: _____

Intermittent or reduced schedule requested:

_____

_____

EMPLOYEE'S ACKNOWLEDGEMENT:

I understand that where my request for Family-Medical Leave is related to the serious health condition of myself or my spouse, parent, or children that I will be required to provide appropriate medical certification verifying the basis of this leave request. I also understand that prior to returning to work where the leave request is related to my own medical leave, I will have to present a doctor's statement certifying my ability to return to work. Such medical certification may also be required at reasonable intervals during the course of my leave of absence request.

Employee Signature: _____ Date: _____

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