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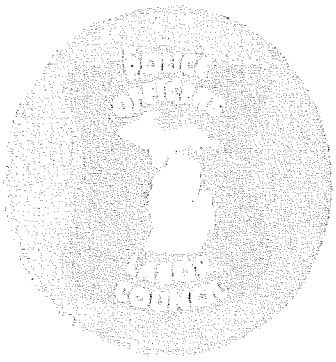
AGREEMENT

between the

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

and the

POLICE OFFICERS LABOR COUNCIL
(COMMAND OFFICERS)



January 1, 2019- December 31, 2021

TABLE OF CONTENTS

Agreement and Preamble >>>.....2

1.	Recognition- Employees Covered	2
2	Authority of the College	3
3	Union Security and Dues Deduction	4
4	Stewards and Alternate Stewards	5
5	Special Conferences	5
6	Grievance Procedure	6
7	Arbitration	6
8	Discipline and Discharge	7
9	Work Periods	8
10	Overtime Pay and Compensatory Time	8
11	Seniority	9
12	Layoff and Recall	10
13	Vacations	11
14	Holidays	12
15	Retirement	12
16	Non-Compensable Leaves of Absence	12
17	Compensable Leaves of Absence	15
18	Impaired Ability/Fitness for Work	15
19	Conditions of Employment	16
20	General	16
21	Fringe Benefits	17
22	Compensation	19
23	Termination and Modification	19

Appendix A- Definition of Terms..... 21

AGREEMENT

THIS AGREEMENT, entered into this 19th day of December, 2018, between the Community College District of the County of Macomb, hereinafter referred to as the "College", and Police Officers Labor Council – Command Officers, 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 promoting harmonious relations between the College and the Union and establishing 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, or 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 Sergeants and Lieutenants, but excluding Public Service Officers, Police Officers and all other employees.

Section 1.1

The College will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his 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 this 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 a 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 foregoing, 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, and to promote and transfer all such employees. Furthermore, the Chief of the College Police may appoint one supervisor exempt from the bargaining unit.

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.

Section 2.5
Maintain efficiency of operations and take such actions as may be necessary to carry out the missions of the employer in cases of emergencies.

Section 2.6
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 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.

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 (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.

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 constituting 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
The President of the Local shall serve as the Steward and the Vice President shall serve as the Alternate Steward.

Section 4.1
The Steward, or the Alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article may investigate and present grievances to the College, upon having requested permission from his supervisor to do so. The supervisor shall grant permission within reasonable time after the first hour of the shift for the Steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

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 whenever necessary to leave their work to process grievances as provided herein.

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 not more than three representatives of the College and not more than three 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.

The members of the Union shall not lose pay for time lost in such special conferences. Special conferences shall be scheduled within ten 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 his employment shall present it to the College with the following understanding: Before initiating a grievance, the employee and/or the Steward must first discuss the matter orally with appropriate supervisor.

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

STEP 2. If the grievance is not settled in Step I, the Union may, within ten working days after the Chief's answer, request a meeting with the Chief of College Police to review the matter. Such meetings will be held within ten working days after the date of written request and the Chief of College Police will render his decision within ten working days thereafter.

STEP 3. If the grievance is not settled in Step 2, the Union may, within ten working days after the answer of the 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 working days after the date of written request and the Vice President for Human Resources will render a decision within ten working days thereafter.

Section 6.1

The College and the Union may by written 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 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 days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the American Arbitration Association 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 American Arbitration Association.

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, misinterpretations, 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 or the Union has violated, misapplied or misinterpreted any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.

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 provision thereof shall not be subject to binding arbitration.

Section 7.8
An award of back pay shall not extend back more than thirty 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 Chief or designee within five 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 twenty-four months previously except where there has been intervening disciplinary action.

WORK PERIODS

Section 9.0- Normal Work Day
The normal work day shall be eight consecutive hours. Individual work schedules, including the starting and quitting time, will be established by the Chief or designee. An employee may be required to change his/her shift at the discretion of the Chief. Employees may exchange shifts by mutual agreement and with administrative approval.

Section 9.1- Normal Work Week for Lieutenants
The normal work week shall consist of forty hours performed during a period beginning at 12:01 a.m. on Sunday and ending 168 hours thereafter.

Section 9.2- Regular Work Week for Sergeants
The regular work-week will consist of forty (40) hours. Each Sergeant will coordinate with their corresponding shift Sergeant to ensure supervisory coverage for the College.

Section 9.3 -Lunch Period

Employees covered by this agreement shall be afforded a 1/2hour paid lunch within the normal work day.

OVERTIME PAY AND COMPENSATORY TIME

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

Section 10.1- Overtime Pay for Lieutenants
Overtime compensation shall be paid to Lieutenants at time and one-half for hours over 8 in one day or 40 hours in one week. Double time will be paid for hours over 48.

Time paid shall be considered as time worked for the computation of overtime.

Section 10.2 - Overtime Pay for Sergeants
Overtime compensation shall be paid to Sergeants at time and one-half for all hours worked in excess of 8 hours in a regular work-day or 40 hours in one week. Double time will be paid for hours over 48.

If a holiday listed in Section 14.0 falls on a Sergeant's regularly scheduled work-day, time and one half shall be paid for all hours worked. If a holiday listed in Section 14.0 falls on a regularly scheduled leave day, eight hours of straight-time pay shall be given to the Sergeant in lieu of additional time off. A Sergeant who is called to work on a holiday which falls on a regularly scheduled leave day shall receive time and one half for all hours worked.

Section 10.3 -Pyramiding of Overtime
There shall be no pyramiding of overtime. However, an employee who works eight hours on the midnight shift or afternoon shift and works another full midnight or afternoon shift in any one day shall receive shift premium pay for both shifts worked calculated on the straight-time rate.

Section 10.4- Compensatory Time
Compensatory time will be equal to one-and-one-half hours for every one hour of overtime worked.

Compensatory time worked must be recorded on the employee time card for the time period worked.

If compensatory time is not taken, the employee shall notate a time card to receive overtime pay.

Compensatory time shall be used only upon the agreement of both management and the employee.

Compensatory time will not exceed 40 hours in a contract year. The employee as well as the employer shall monitor compensatory time banks. Upon written request from the employee to the Chief of College Police a 60-day grace period shall be granted to utilize compensatory time over the allotted 40 hours prior to payment.

Compensatory time must be taken by the end of the contract year in which it is earned. 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.

The employee may request in writing overtime pay for all or part of accumulated compensatory time at any time during the contract year.

Compensatory time earned for working Easter Sunday as stated in Section 14.1 will remain separate and must be used as indicated in that section.

Section 10.5 Minimum Call-In Time
Minimum call-in time shall be two hours of overtime pay with approval by the Chief of College Police or designee. This provision does not apply to hour worked which directly connect with an employee's regular shift and which could extend that shift by an earlier starting or later quitting time.

SENIORITY

Section 11.0
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 11.1
Upon entry into the bargaining unit, an employee shall serve a probationary period of twelve months. 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 11.2
For temporary layoffs caused by Acts of God or other circumstances outside the control of the College, the thirty day notice requirement shall be waived.

Section 11.3
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 thirty day notice requirement shall be waived.

Section 11.4

1. For Command Officers promoted prior to January 1, 2019, seniority shall be granted from the date of entry into the Campus Police Department as a sworn police officer of any rank.
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 posted at all times and will provide the local Union with up-to-date copies at least every six months.
4. Effective with promotions after January 1, 2019, seniority for purposes of selecting PTO will be time in rank.

Section 11.5
Seniority shall be lost for any of the following reasons:

1. Quitting employment;
2. Discharge from employment unless the discharge is reversed;
3. Absence from work for any three consecutive working days without notifying the College of the reason for the absence and without an acceptable explanation for failing to notify the College.
4. He/she is not recalled from layoff within a period of one year.

Section 11.6
The Stewards, notwithstanding their position on the seniority list, shall in the event of a layoff of any type be continued at work as long as there is a job in a covered classification which can be performed; and shall be recalled to work in the event of a layoff on the first open job in a covered classification which said steward can perform.

Section 11.7
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.

LAYOFF AND RECALL

Section 12.0
If the workforce is to be reduced, the College shall terminate the employment of any temporary or part-time employees of the same rank as the classification in which the reduction in work force is to occur. Probationary employees in the classification in which the reduction in work force is to occur shall be laid off before regular status employees in the classification regardless of seniority; however, probationary employees shall have the right to bump in the same manner as provided for regular status employees. The least senior employee within the classification in which the reduction is to occur shall be laid off unless he or she elects to bump the least senior employee in the next lower bargaining unit classification with less seniority, in which case the latter employee may elect to bump the least senior employee in the next lower bargaining unit classification with less seniority, who will then be laid off.

Section 12.1
Employees to be laid off for an indefinite period of time will be given at least thirty calendar days' notice of layoff.

Section 12.2
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 his/her last known address by registered or certified mail. If an employee fails to report for work within seven days from date of mailing of recall, he/ she shall be considered a quit. If an employee 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.

Section 12.3
Seniority records will be maintained at the Office of Human Resources and shall be available to the employee upon reasonable request.

VACATIONS

Section 13.0 - Eligibility
Employees must work a minimum of three months before being eligible for Paid Time Off (PTO). PTO days must be earned before they can be taken. 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%

1. 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.
2. Pre-approval from immediate supervisor is necessary for PTO requests of over two consecutive days.
3. Non-preapproved days of three or more may require medical documentation.
4. 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.

Employees commencing work on or before the 15th day of the month shall be granted a full portion of the PTO eligibility for that month. Those beginning after the 15th shall be granted one- half of their PTO eligibility. Employees terminating work on or before the 15th of the month shall be granted one-half of their PTO eligibility for that month. Those terminating after the 15th shall be granted a full portion of their PTO eligibility.

An employee shall not be charged with loss of a PTO day when a paid holiday occurs during his/her PTO period.

In the event the disability continues for an extended period of time, the employee may terminate his/her employment or request a medical leave of absence. Upon his/her termination or commencement of long duration leave, he/she will have the option to be paid for accrued time according to the chart above.

Section 13.1
Paid Time Off will be granted in accordance with the needs of the College in maintaining efficiency of operations.

HOLIDAYS

Section 14.0 – Paid Holidays
The Following days shall be paid holidays:

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

In the case of employees scheduled to normally Monday through Friday, holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday. However, these provisions may be amended to conform to any present or future applicable State of Michigan Statutes.

Section 14.1 Compensatory Time for Working on Easter
Employees who are required to work on Easter Sunday shall receive eight (8) hours of compensatory time. This time must be used within one (1) calendar year from the date earned and scheduled with the supervisor's approval.

RETIREMENT

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

NON-COMPENSABLE LEAVES OF ABSENCE

Section 16.0 – 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 or any fringe benefits except as provided below.

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

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

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.

Section 16.1 Childbirth, Childcare, Adoption, and Foster Care Leaves
Thirty days prior to the requested leave, an employee requesting a childbirth, childcare, adoption, or foster care leave must submit the request in writing along with a physician's verification of confinement (for childbirth) to the Director of Personnel Services Human Resources. An employee may be granted a Childbirth, Childcare, Adoption, or Foster Care leave of up to one year. There shall be no limitation on the length of time an expectant mother may continue to work, except that fitness to continue working during pregnancy shall be dealt with pursuant to the provisions of Sections 16.6 and 18.0 (Impaired Ability *I* Fitness to Work).

A union employee's position shall remain open for a period of twelve weeks. At or before the end of twelve weeks, the employee shall be eligible to return to his/her position without loss of status or benefits. An employee on childbirth, childcare, adoption, or foster care leave in excess of 12 weeks shall advise the Director of Human Resources thirty calendar days before he/she expects to return to College employ, and he/she may subsequently return to duty upon the availability of a suitable vacancy or may bid for a posted position.

The College's contribution to health insurance, dental, and optical insurance shall continue for twelve weeks for employees on childbirth, childcare, adoption, or foster care leave.

Section 16.2 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 Human Resources. 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 reason for the Medical Leave.

The employee may return to the same or redefined position 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.

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

Section 16.3 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 of Confinement to the Director of Human Resources 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 calendar days, and the returning employee shall advise the Director of Human Resources thirty days before the expected return to College employ.

The College's contribution to health, dental, and optical insurance shall continue for twelve weeks for employees on leave for illness in the immediate family.

Section 16.4 Military Leave
Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

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 PTO 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.

Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

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 16.5 Educational Leave
An employee requesting a non-compensable leave of absence for educational purposes related to their work must submit the request in writing along with a plan of study, which shall include at least eight hours of course work per academic term, to the Director of Human Resources. The College shall have the right to post the employees position after one semester has been completed. The returning employee shall advise the Director of Human Resources thirty days before the expected return to college employment and document all accomplishments while on leave. These documents must be supplied as soon as they are available. Failure to meet the terms of the educational leave may result in termination of employment.

Section 16.6 Return to Work
Except for medical leave, return to work will normally be preceded by at least thirty calendar days' notice on the part of the employee and shall be conditioned upon the availability of a suitable vacancy at the time of the employees intended return. Where no agreement is reached on the position to which the employee shall return, the employee may apply for any vacancy for which he/she is qualified. Any employee returning from a leave of absence and applying for a position shall be given consideration as an internal applicant. 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 employees own expense. If there is a dispute between the findings of the two 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: Henry Ford Hospital; University of Michigan, Ann Arbor; Detroit Medical Center. 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.

Section 16.7 Salary on Return from Leave
An employee returning from leave shall receive the benefits of any adjustments in salary which were made during his/her absence and which would have been applicable had there been no leave.

Section 16.8 Seniority While on Non-Compensable Leave of Absence
An employee shall not earn seniority while on a non-compensable leave of absence.

COMPENSABLE LEAVES OF ABSENCE Section 17.0 - Reporting of Absences
Each employee shall be responsible for reporting all absence to the Immediate Supervisor and for filling out the appropriate forms.

Section 17.1 Bereavement
Each employee shall be allowed up to five bereavement days upon verification, if requested, for each bereavement when required in the case of death of the employee's spouse, a father, mother, grandparent, brother, sister, child or grandchild of the employee or his/her spouse. Bereavement days, other than for those above, may be approved by the Director of Human Resources with the recommendation of the Chief of College Police

Section 17.2 Professional Absences
Absences may be granted to attend professional meetings pertaining to the employee's work upon the recommendation of the Chief of College Police and in accordance with College policies. Expenses approved in advance shall be reimbursed to the employee.

Section 17.3 Jury Duty
An employee who is requested to perform jury duty shall be excused from work for that purpose: In such cases the College shall pay the employee the differential between the employee's pay rate and that paid for jury duty.

IMPAIRED ABILITY FITNESS FOR WORK

Section 18.0
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, 1) prior to return from medical leave of absence, 2) when the Vice President for Human Resources or his designee has been given reason to believe that such employee is suffering from physical and/or mental illness or disability sufficiently serious as to impair the employee's ability to perform properly, or 3) when the employee claims to be unable to perform assigned work because of illness or disability. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of the employee's choice and at the employee's expense. If there is a dispute between the findings of the two 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 Henry Ford Hospital or the University of Michigan Hospital. The costs 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.

Section 18.1
In recognition of the importance of physical fitness to both the College and the employee, all employees shall undertake a reasonable, good faith effort to achieve and maintain physical fitness as measured by the College's standardized physical fitness tests, which will be established in consultation with the Union. Employees who fail to make this effort are subject to discipline including dismissal. The College pledges it will assist those employees who, in its judgment, are unable to meet these tests through their own reasonable, good faith efforts.

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 Vacancies
The Director of Personnel Services shall prepare, publish, and post to the Union all notices of vacancies in the bargaining unit except vacancies under specially funded programs. However, the Union shall be notified of all such vacancies. Except in emergencies, vacancies shall remain open for ten calendar days. An emergency shall be defined as any vacancy that must be filled in less than ten calendar days subject to the approval of the Director of Personnel Services and the Union.

Section 19.2- Filling of Vacancies
The bargaining unit shall consist of Sergeants and Lieutenants. Eligibility for promotions to the rank of Lieutenant shall be restricted to those members with at least one year of seniority within the Command bargaining unit at the time of application.

GENERAL
Section 20.0 -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 his personnel file in accordance with applicable law.

Section 20.1 - Bulletin Board
The College will provide a bulletin board in Campus Police offices for the posting of seniority and approved PTO 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 Steward. The Union shall promptly remove from Union bulletin boards, upon the request of the College, any material which is detrimental to the Union-College relationship.

Section 20.2 - Minimum Rest Periods
Employees shall normally be granted a minimum rest period of eight hours before having to report to duty.

Section 20.3 - 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 Chief of College Police the selection would not be in the best interest of the College.

Section 20.4
In discharging work responsibilities, each employee shall diligently, and to the best of his/her 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 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.

Section 21.1 Life Insurance
The College shall provide life insurance at double the amount of the employee's annual base 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, 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 21.2 Sickness and Accident Insurance
The employer shall provide sickness and accident insurance at seventy percent of the employee's salary less other applicable payments. Disability benefits may commence with the sixth day of accidental disability and the sixth day of disability due to illness.

Section 21.3 Long-Term Disability Insurance-Non-Contributory
The employer shall provide long-term disability insurance at seventy (70) percent of the employee's salary less other applicable payments. Disability benefits shall commence after thirteen 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 bulleting 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.

Section 21.4 Accidental Death and Dismemberment Insurance - Non-Contributory
The employer shall provide accidental death and dismemberment insurance to a maximum of fifteen thousand dollars 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.

Section 21.5 Workers' Compensation
The College shall carry Workers' Compensation insurance providing all benefits required by the Michigan Workers' Compensation Act. In the event an employee is entitled to benefits under the Workers' Compensation Act, the employee may exercise the option of being paid the difference between the benefits received under the Workers' Compensation Act and 100% of the member's current annual contract salary out of his/her accumulated Paid Time Off allowance which shall be reduced prorata.

Section 21.6 Public Liability Insurance
The College shall provide Professional Public Liability Insurance in the amount of $200,000 per employee, covering services rendered during the course of employment.

Section 21.7 Tuition Waiver
The College 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.

Section 21.8 Dental Insurance
The Board shall provide dental insurance for all employees and their eligible dependents with plan option design as developed by the Health Care Coalition.

Section 21.9 Optical Insurance
The Board shall provide optical insurance for all employees and their eligible dependents with plan option design as developed by the Health Care Coalition.

Section 21.10 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%

Section 21.11 Uniform Cleaning Allowance
The College shall provide a uniform cleaning allowance of $850 per year for employees required to wear a uniform while on duty. 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.

COMPENSATION Section 22.0
Effective January 1, 2019, 2.5% increase and January 1, 2020, 2.5% increase and January 1, 2021, 2.5% increase

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The salary schedule shall be *as* follows:

Effective	SERGEANT	LIEUTENANT
I/01/2019	$64,486.06	$71,792.53
1/01/2020	$66,098.24	$73,587.34
1/01/2021	$67,750.70	$75,427.02

Section 22.1 Temporary Assignment at higher level
In the event a Sergeant is directed to act as a Lieutenant on a temporary or interim basis, the employee will receive the rate of pay for the higher level position with prior approval of the Chief or designee.

Section 22.2 Temporary Assignment at lower level
In the event a Union Employee is required to fill any lower salaried position on a temporary or interim basis, no downward salary adjustment will be made.

Section 22.3 Longevity
Employees with ten or more full calendar years of service as a sworn officer at the College shall receive annually a longevity payment of 2% of base salary. This amount shall not be added to their base salary. This payment shall be made the second pay period of February.

TERMINATION AND MODIFICATION
Section 23.0
This Agreement shall be effective as of January 1, 2019, and shall continue in full force through December 31, 2021, 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 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
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.

Section 23.4
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.

Katherine Lorenzo, Chairperson,
Board of Trustees

Anthony Greene, President

James O. Sawyer, President

James Stano, Negotiating Team
Police Officers Labor Council

Denise Williams, Vice President Human Resources

Jim Stachowski, POLC-CO Labor
Representative

James Matheney, Chief of College Police

Lauren Willey, Director Personnel Services

APPENDIX A DEFINITION OF TERMS

COLLEGE (INSTITUTIONAL) SENIORITY - The length of time the employee works within any bargaining unit for the College.

EMPLOYER - Macomb Community College.

FULL-TIME EMPLOYEE- Those employees whose span of employment covers a calendar year and who work the hours specified in this Agreement.

MASCULINE PRONOUN- The use, of the masculine gender in this Agreement always includes the feminine gender.

OPEN POSITION- Any position on the current staffing chart and not filled at the time. PART-TIME EMPLOYEE- Any person working less than 30 hours per week performing the duties of a position as covered by this Agreement.

PERSONAL BUSINESS DAY- A paid work day granted an employee to take care of personal business which cannot be handled on regular days off or during evening hours.
REGULAR STATUS- A Union employee who has successfully passed the probationary period.
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."

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.