Macomb Community College

Education • Enrichment • Economic Development

AGREEMENT

between the

BOARD OF TRUSTEES

of the

COMMUNITY COLLEGE DISTRICT

of the

COUNTY OF MACOMB

and the

AMERICAN FEDERATION

of

STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 2172.16, AFL-CIO

Part Time Support Staff

July 1, 2022 – June 30, 2025

AFSCME LOCAL 2172.16
TABLE OF CONTENTS

PURPOSE AND INTENT 1

EMPLOYEE'S AND EMPLOYER'S RIGHTS 1

ARTICLE 1 - Recognition and Conditions of Employment 1

ARTICLE 2 - Management Rights 2

ARTICLE 3 – Union Security 3

Dues Deduction 3

ARTICLE 4 - Communication 4

ARTICLE 5 – Representation 5

Negotiating Committee 5
Stewards....5
Release Time Provisions 5

ARTICLE 6 – Classification/Reclassification....6

ARTICLE 7 – Special Conference 7

ARTICLE 8 – Grievance Procedure 7

Definition 7
Time Limits....7
Grievance Representation 8
General Provisions 8
Steps of the Grievance Procedure 9

ARTICLE 9 – Probationary Employees....10

ARTICLE 10 – Seniority 11

ARTICLE 11 – Evaluations of Status Employees....12

Evaluations during Trial Period 12

Evaluations of Regular of Status Employees....12

ARTICLE 12 – Personnel File 12

ARTICLE 13 – Layoff and Recall.... 13

Layoff 13
Recall 13

ARTICLE 14 – Hours of Work and Overtime 14

ARTICLE 15 – Vacancies.... 14

Temporary Assignments 15
Work Study Assignments 16

ARTICLE 16 – Leave of Absence 16

Worker's Compensation 16
Military Leave 17
Family Medical Leave (FMLA) 17
Medical Leave 17
Jury Duty 17

ARTICLE 17 – Protection of Members 18

Due Process 18
Discipline 18

ARTICLE 18 – Paid Time Off 19

ARTICLE 19 – Compensation 19

ARTICLE 20 – Tuition Waiver/Reimbursement 20

ARTICLE 21 – Duration of Agreement 21

ARTICLE 22 – Termination and Modification of Agreement 21

SIGNATURE PAGE 21

APPENDIX A – Wage Schedule 23

APPENDIX B – Probationary and Trial Employee Evaluation Form 24

APPENDIX C – Regular Status Employee Evaluation Form 26

APPENDIX D – AFSCME 2172 Article I 28

APPENDIX E – AFSCME 1917 Letter of Agreement 29

APPENDIX F – MCCCOPA Article II.C 30

LETTER OF AGREEMENT – Officer Release Time 31

INDEX 32

PURPOSE AND INTENT

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

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

EMPLOYEE AND EMPLOYER RIGHTS

1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Employee of the Employer shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer further agrees that it will not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Union, participation in any lawful activities of the Union, or complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. The Employees recognize and agree to faithfully adhere to the rights, privileges, duties, and responsibilities concerning said Employees as prescribed in Act 379 of the Public Acts of 1965.

3. The Union, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, or any unlawful acts that interfere with the College'soperations.

ARTICLE 1
Recognition and Conditions of Employment

1. This Agreement is made this 16th day of June, 2022, by and between the Board of Trustees of the Community College District of the County of Macomb (Board) and the Michigan, Council 25, American Federation of State, County, and Municipal Employees, Local 2172.16 (Union) for the period July 1, 2022 – June 30, 2025.

2. The Board recognizes the Michigan Council No. 25, American Federation of State, County and Municipal Employees, Local 2172.16, as the sole and exclusive bargaining agent as defined in Section II of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representation" Case No. R03 L-178, March 15, 2004, by the State of Michigan Employment Relations Commission for all regular part time employees excluding employees classified as executives, faculty or administrators, casual and temporary; students employed fewer than six (6) consecutive months; supervisors and all other employees.

3. The College shall provide Michigan AFSCME Council 25 on an annual basis a report

indicating the name(s), address, and telephone number of all part-time Employees.

4. The Board shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of this Agreement.

5. The policies of the Board as they relate to rates of pay, wages, hours of employment or other conditions of employment shall as of the effective date of this Agreement, be considered a part of the Contract and shall not be added to, subtracted from or changed without mutual agreement of both parties. This shall not prevent the Employer from initiating changes in procedures and operating methods provided such changes do not impair the substantive rights or benefits secured to the employee by this Agreement.

6. This Agreement supersedes any rules, regulations or practices of the Board that are contrary to or inconsistent with its terms, relating to rates of pay, wages, hours of employment, or other conditions of employment.

7. This Agreement constitutes the total understandings between the parties relating to rates of pay, wages, hours of employment, or other conditions of employment and it shall not be added to, subtracted from or changed without mutual agreement of the parties.

8. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board and the Union. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then the provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provisions of the Agreement. If a court of competent jurisdiction holds any provision of this Agreement illegal, void or invalid, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties. Any amendments or deletions shall be made known to the Union as soon as possible.

9. Both the College and the Union declare commitment to Equal Employment Opportunity, and of non-discrimination in the provision of all services and in the administration of this Agreement. Therefore, it is declared jointly that there will be no discriminatory practices based upon race, creed or religion, color, sex (including sexual harassment), marital status, national origin, age or handicap. Further, the College and the Union jointly undertake to comply fully with all applicable Federal, State and Local laws relating to Equal Employment Opportunity and non- discrimination in fulfilling their obligations under the terms of this Agreement.

ARTICLE 2
Management Rights

1. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves to itself without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in to by the laws and the Constitutions of the State of Michigan and the United States, including but not limited to the right:

a. To the executive management, organization and administrative control of the District and its properties and facilities, and to direct the work and activities of its employees while on duty.
b. To hire all employees, and subject to provisions of the law, to determine their qualifications and the conditions of their continued employment, their discipline or dismissal and to promote, assign, transfer, evaluate and lay off all such employees.
c. To determine the methods, means and number of personnel by which the operations of the College are to be conducted.
d. To determine the equipment and procedures to be used, the schedule of duties for each work assignment, and the starting and quitting time and number of hours to be worked on each shift.
e. To establish and enforce policies, rules, and regulations as the College deems best for the purpose of maintaining order, safety and the efficient and effective operation of the College's programs and facilities.
f. To take such actions as may be deemed necessary to carry out the mission of the employer in case of emergencies.
g. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board or its designated agents and officers, in adoption of policies, rules, regulations, and practices and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement and then only to the extent the specific and express terms are in conformance with the laws and Constitutions of the State of Michigan and the United States.

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

ARTICLE 3
Union Security

Each employee shall have the right to join, or not to join, the Union as s/he individually prefers, it being agreed that there shall be no discrimination or coercion by the Employee 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. Employees 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 provision 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.

ARTICLE 4
Communication

1. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistical and financial information related to Macomb Community College and in possession of the Board as is necessary for negotiation of collective bargaining agreements. It is understood that the Board will not make special compilations of information and statistics unless mutually agreeable.

2. All requests made by the Union for documentary, historical and compiled information and materials shall be made first through the Vice President of Human Resources or designee.

3. The Employer will provide the Union with a list of its designated representatives certified in writing.

4. The Chapter Chair of the Union will be given a copy or access to the Board agenda of each public meeting, including all non-confidential attachments, at the same time regular distribution is made.

5. The Chapter Chair of the Union will be given a copy or access to the Board minutes of each public meeting at the time regular distribution is made.

6. The Employer will furnish the Union with names and work locations of newly hired Employees within a reasonable time period.

7. At the same time, the Employer will furnish job classifications and assignment of new Employees to the Union upon their request.

8. The record of qualifications for newly hired Employees shall be made available to the Union
Chapter Chair upon request.

9. The Employer will furnish the Union with names and positions of all moves made by Employees upon their request.

10. The Union will be notified in writing of all temporary assignments and terminations at the time of such assignments and terminations for employees in this bargaining unit.

11. The Employer will also notify the Union of any organization changes.

ARTICLE 5
Representation

Negotiating Committee

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

Stewards

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

ReleaseTimeProvisions

1. The names of all Union representatives identified above shall be certified in writing to the Employer by the Union upon election or appointment. Such certification shall be prerequisite to the granting of release time under the terms of this Agreement.

2. Specified Union representatives, above, shall suffer no loss of earnings for time spent in investigating and/or adjusting grievances and for attending scheduled meetings with Management relating to grievances, arbitration or other meetings with Management involving matters pertaining to the Agreement.

3. It is agreed that one (1) officer of Local #2172.16 is authorized to use two (2) days per year release time in order to attend conferences, conventions, trainings pursuant to the operation of the bargaining unit without loss of pay.

4. Members of the Union's Negotiating Committee and the Area Stewards will be permitted to leave their work, upon notifying their supervisors, for the purpose of preparing for negotiations. Commencing the first Monday of the month prior to the beginning of negotiations, the Negotiating Committee will be allowed up to two (2) hours release time weekly, and the Area Stewards will be allowed up to one (1) hour release time bi-weekly.

ARTICLE 6
Classification/Reclassification

1. The classification system is designed to identify and categorize positions according to the nature of duties and the degrees of responsibility associated with the position.

2. Each classification may consist of three levels.
   a. Level 2 positions represent basic levels of responsibility and complexity.
   b. Level 3 positions represent moderate level of responsibility and complexity.
   c. Level 4 positions represent a high level of responsibility and complexity.
   d. Level 5 positions represent an advanced level of responsibility and complexity.
   e. Level 6 positions represent an expert level of responsibility performed by a highly experience and qualified employee.
   e. Level 7 positions represent the highest level of responsibility or those that have been assigned a wage exception due to the nature or scope of the position.

3. Classification descriptions
   - Q – Macomb Center for the Performing Arts backstage/technical crew
   - V– Service, Technical or Other
   - W – Administrative Support
   - X – Campus Police Dispatchers
   - Y – Culinary Arts/Professional Food Service
   - Z – Maintenance

4. The Office of Human Resources, in consultation with the hiring department, prepares job descriptions. The Chapter Chair shall be given an opportunity to review new and updated job descriptions. The Office of Human Resources will maintain backup files for

all active part-time positions. Approved job descriptions can be obtained from Human Resources.

5. When the College determines a position needs to be a different level, the position may be reclassified to the appropriate level. If a job description for the reclassified position does not exist, the Office of Human Resources will create one in collaboration with the department. All changes will be shared with the Chapter Chair.

6. Whenever new or different work is undertaken by the College that is not covered by the classifications found in this Agreement, or when existing jobs are permanently, substantially and materially changed so that the existing job description no longer fits within the classification, a system of ranking in relation to other positions within the unit will be used to assign the classification. If there are no related positions within the unit appropriate for comparison, the College will classify the position by comparing its duties to those performed by full-time employees.

7. The work performed by members of this bargaining unit is not exclusive to this unit. From time to time, it may be preferable to have the work performed by employees outside of this bargaining unit. The College reserves the right to assign work performed by part- time employees to other college employees.

ARTICLE 7
Special Conference

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

2. These conferences shall be held during working hours. It is agreed that the Union representatives may meet one-half hour immediately preceding the Special Conference. The special conferences shall in no way be considered a substitute for the Grievance Procedure as outlined in the Grievance Procedure.

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

ARTICLE 8
Grievance Procedure
Definition

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

Time Limits

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the Employer and the Union. The College shall not be required to pay back compensation prior to one year the complaint was presented at the informal conference or Step 1 whichever comes first.

Grievance Representation

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

General Provisions

1. In the event that the Union fails to appeal a grievance or appeal a College Board answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer, if any. In the event the College shall fail to supply the Union with its answer to the particular step within the specified time limits the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising the appeal, commencing with the expiration date of the College's grace period for answering.

2. The parties agree that it is good practice to keep all discussions confidential during the procedural stages of the resolution of the complaint.

3. All grievances shall be in writing, using the forms for that purpose supplied by the Office of Human Resources.

4. Consistent with the Public Employment Act of the State of Michigan, the Bargaining Unit shall be notified of meetings between Management and a grievant relating to any written grievance, and a bargaining unit representative, steward, or designee shall be "given opportunity to be present" at such meetings.

5. The aggrieved Employee, with or without the steward or designee, will consult with their Immediate Administrator or designee within ten (10) days after the aggrieved knew of the events giving rise to the grievance. When an Informal Conference is requested the Employee will advise the Immediate Administrator or designee:

    a. That it is an Informal Conference.
    b. Whether or not a Union representative will be in attendance.

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

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

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

"aggrieved employee."

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

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

STEPS OF THE GRIEVANCE PROCEDURE

Step1

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

Step2

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

Step3

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

Step 4 Mediation

Within ten (10) days of the Step 3 answer, the Union may request the dispute be submitted to the Mediation Process. Mediation is a nonbinding attempt to settle grievances prior to Arbitration. The grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS).

The parties will coordinate a date for mediation as soon as administratively possible, so

as not to unduly delay the grievance process. Mediators will be presented with the case facts, receive, and review documents and hear testimony from each party. It is agreed any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

Step 5 Arbitration

1. If the Employer and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) working days after the mediation hearing. The grievance shall be considered submitted to arbitration when written notice is submitted to the Vice President of Human Resources or their designees by the Union informing the Employer of the Union's intent to arbitrate the grievance. If AFSCME Council 25 internal appeals procedure is invoked, the Employer shall grant an extension of the time limits to cover such appeal procedure.

2. The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of specific and express provisions of this collective bargaining Agreement. If the grievance sought to be arbitrated is not specifically covered by the Agreement, then the Arbitrator shall have no authority to decide the grievance. The arbitration shall be conducted under the auspices of the American Arbitration Association or FMCS, and the conduct of the hearing shall be controlled by the rules of the Association. The expenses of the Arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer, and all other expenses shall be borne by the party incurring them.

    a. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
    b. Neither the Board nor the Union at the Arbitration proceedings will assert any grounds or evidence not previously disclosed to the other party.
    c. The decision of the Arbitrator shall be final and binding upon the College, the Union, and the Employee or Employees involved in the grievance.
    d. It is understood and agreed that the interpretation of any insurance contracts or policies shall not be subject to arbitration.

ARTICLE 9
Probationary Employees

1. New Employees shall be on Probation for the first ninety (90) workdays of their employment and during such period Probationary Employees may be terminated by the Employer without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.

2. The Board and the Union may, by mutual agreement on an individual basis, extend the probationary period.

3. There shall be no seniority among Probationary Employees.

4. Probationary Employees will accumulate paid time off during their probationary period, but may not utilize or be entitled to such leave until attaining permanent status.

5. Evaluation: Written formal evaluations of Probationary Employees will be made during their Probationary Period at 45 and 90 workdays. An evaluation stating acceptable work at ninety (90) workdays will constitute Status for the Employee.

6. Upon completion of the Probationary Period, the Employee will be a Status Employee and be considered to have seniority computed from the first day of employment as defined in Article 10 Seniority.

ARTICLE 10
Seniority

1. Seniority shall be determined on a cost center basis for the purpose of layoff and recall. Each employee shall have seniority dates including effective date of hire, adjusted seniority date (part-time rehire date) and date of entry in the department.

2. Seniority rights of an Employee shall cease for any one of the following reasons:

    a. If the Employee terminates employment.
    b. If the Employee is discharged and such discharge is not reversed through the grievance procedure.
    c. If the employee is absent for three (3) consecutive working days without notifying the College and fails to give reasonable explanations for the absence and lack of notice.
    d. If the employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein in Article 13.
    e. If the employee overstays a leave as provided for in Article 16 without providing a reasonable explanation within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
    f. If the employee retires. Employees who retire under the provisions of M.P.S.E.R.S. shall be considered new probationary employees.
    g. If the employee gives a false reason for a leave of absence.
    h. If the employee accepts a position in another department the employee's department seniority date shall be as of the date of entry into the new department. The employee's original date of hire shall remain consistent throughout the employee's employment as a part-time employee.

3. The College recognizes the importance of seniority in all layoffs, reinstatements and recalls.
4. Effective July 1, 2022, in the event of a tie in seniority if two (2) or more employees have the same seniority date, the tie shall be broken by ranking the individuals by the last four (4) numbers of their respective Social Security numbers, the employee with the lowest number being given the highest rank. The seniority ranking on the seniority list as of July 1, 2022, will remain and new hires will be utilizing the information above.

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

ARTICLE 11
Evaluation of Status Employees

Evaluations during Trial Period:

1. Status employees serving a trial period shall be subject to continuous evaluation, including written evaluations attached in Appendix B by the immediate supervisor.

2. Evaluations during the trial period shall take place at 25 and 45 workdays.

Evaluation of Regular Status Employees:

1. Evaluation shall be a continuing process through verbal guidance, directives and clarification of job performance.

2. Written evaluations of status employees may take place twice per year under the following circumstances:
   a. The immediate supervisor determines a formal evaluation is necessary to identify and correct a performance issue, or
   b. The immediate supervisor has a procedure in place to evaluate all part-time staff and applies the procedure to all regardless of performance.

3. Written evaluations of regular status employees must be completed on the written evaluation form, attached in Appendix C.

ARTICLE 12
Personnel File

1. The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Office. There will be only one personnel file for each Employee.

2. The Employee will have the right, upon request, to examine the Employee's own personnel file. The Employee will make an appointment with the Human Resources Office to examine the personnel file. A member of the Human Resources Office staff will be present when the Employee inspects said file and the Employee may be accompanied by a member of the Union if the Employee desires.

3. At the Employee's request, the Employer will reproduce any materials in the Employee's

personnel file.

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

ARTICLE 13
Layoff and Recall

Layoff

1. Layoff shall mean a reduction in the work force utilizing cost centers.

2. When the College determines the need to reduce the work force the following procedure shall be used:

    a. At least fifteen (15) working days prior to a layoff, the matter will be discussed with the Union.
    b. The College and the Union will first attempt to reassign employees slated for layoff to available unfilled positions. Whenever possible an attempt will be made to place the employee in the same or a similar classification within the same pay level, provided the employee has the necessary qualifications for the position.
    c. In the event there are no available unfilled positions, layoff will be determined by seniority within the affected department. The lowest senior employee in the affected department shall be laid off first.
    d. Bumping shall not be allowed.
    e. This procedure shall not apply to layoffs caused by academic breaks, the end of the academic year (summer break) or layoffs resulting from implementation of the AFSCME 128 or AFSCME 2172.15 bargaining unit contracts.

3. The Union Chapter Chairperson and Chief Steward shall have top seniority for layoff and recall purposes only and subject to their ability to perform the work available efficiently.

Recall

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

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

2. A recalled employee will first be offered a position within the same classification/pay level from which s/he was laid off if such an opening exists. If such an opening doesn't exist, the employee may be offered a position in the same classification at a lower pay level or in a different classification at any pay level.

3. When an Employee accepts a lower-level position or a position within a different

classification as a result of recall from layoff s/he shall have the option to progress to their former pay level and/or classification in line with seniority and qualifications as vacancies occur. If the option is declined, the right to progress to their former classification under the Recall Procedure is forfeited.

4. An Employee shall be notified by personal email, certified mail, return receipt requested to return to employment and must do so within ten (10) working days of receipt of notice or be considered terminated.

ARTICLE 14
Hours of Work and Overtime

1. The normal work week shall consist of up to 20 hours for employees classified as W and up to 30 hours for employees classified as V, X, Y and Z.

2. Employees classified as W and working as registration personnel, in either Enrollment or Financial Services, may exceed the 20 hours per week limit during registration periods, pursuant to Appendix D.

3. Employees classified as Q may exceed the 30 hours per week limit when working on productions for the Macomb Center for the Performing Arts, pursuant to Appendix E.

4. Employees classified as Z may exceed the 30 hours per week limit when working during the summer months, holidays, vacation periods and emergencies, pursuant to Appendix F.

5. The department supervisor or designee shall set the employee's schedule, based on the needs of the department. The schedule can be changed upon mutual agreement between the employee and supervisor or designee. The schedule cannot exceed 20 or 30 hours per week, depending on classification, without prior written approval from the Office of Human Resources.

6. Part-time employees receive overtime only if the employee works more than eight (8) hours in a day at the College's request or more than forty (40) hours in one week. Employees are not eligible for compensatory time in lieu of overtime payments.

7. Each Employee shall be entitled to a paid fifteen (15) minute rest period for each four (4) consecutive hours worked in a workday.

8. Each Employee shall be entitled to an unpaid, duty-free thirty (30) minute lunch period when assigned to work six (6) or more consecutive hours in a workday.

9. Employees must submit their time into the Time Clock Plus system or an electronic system the College utilizes. Employees are only paid for actual hours worked. Any hours beyond eight (8) that are not approved on the timecard as overtime shall be paid at the straight time rate.

ARTICLE 15
Vacancies

1. All job vacancies will be filled in accordance with the provisions of this Agreement. A job vacancy is defined as a vacancy that is created as a result of the resignation, termination or death of an employee, the transfer of the employee to another position within the College, or the creation of a new job not previously filled.

2. The College reserves the right to determine when a position will be filled, made inactive, or eliminated.

3. When the College determines a vacancy will be filled, the department will contact the Office of Human Resources to post the position. All postings will consist of the approved part-time job description and the contact information for applying. Postings will be distributed to staff and will be posted in the electronic applicant system. All postings will remain open for a minimum of five (5) days.

4. Employees with the necessary qualifications and interest in the vacancy must apply utilizing the electronic applicant system within the posting period.

5. The department, on the basis of qualifications and availability, shall fill job vacancies. The final decision in hiring a bargaining unit member, rests with the hiring department.

6. Status employees shall serve a forty-five (45) workday trial period. During the trial period the employee and the College have the right to revert the employee to the position held by the employee immediately previous to the trial position, provided the position has not yet been filled. In the event the position has already been filled, the College and the Union will meet to discuss an appropriate resolution.

7. If the vacancy to be filled is the result of the retirement of a part-time employee, the College will have the option of rehiring that part-time employee before posting the position. This option may only be exercised if the part-time employee returns to the same position within 60 days of retiring.

Temporary Assignments

1. The College may temporarily assign members of the bargaining unit to perform the duties of full-time clerical (AFSCME 2172) employees for up to 40 hours per week. These temporary assignments shall not exceed 90 days without mutual agreement and are subject to any restrictions negotiated between the College and AFSCME 2172.

   Employees temporarily assigned to cover the duties of a full-time administrative support personnel employee will remain in this bargaining unit and will not be entitled to any rights or benefits granted to AFSCME 2172 members. Members on temporary assignment shall be paid an hourly rate equivalent to the step 1 of the Level they are assigned to or the employee's current rate of pay whichever is higher.

2. The College may temporarily assign members classified as V to temporary full-time equivalent positions within the bargaining unit under Article IV.G of the AFSCME 128 contract.

a. When the position is equivalent to the part-time position, employees assigned to these positions shall continue to be paid their same hourly rate but shall be allowed to work 40 hours per week for up to 90 calendar days. They shall not be entitled to any of the rights or benefits granted to AFSCME 128 members.

b. When the position is equivalent to a full-time AFSCME 128 position, employees assigned to these positions shall be paid an hourly rate based on the AFSCME 128 pay scale and shall be allowed to work 40 hours per week for up to 90 calendar days. Employees in these positions shall not be entitled to any of the rights or benefits granted to AFSCME 128 members.

Work-Study Assignments

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

The College agrees that work-study positions will be used to supplement the part-time staffing needs of the College. Work-study positions will be available to the extent of the work-study student's grant and to the extent there is work available. Work-study students hired in Fall and Winter may be placed on the department's budget at the end of the semester, provided there are sufficient funds available, and the placement does not displace a bargaining unit member, until additional work-study monies are available for the following semester. Work-study positions may not be converted into regular positions without mutual agreement between the College and the Union.

ARTICLE 16
Leave of Absence

Worker's Compensation

1. Absences resulting directly from on-the-job injuries or illness shall be subject to the provisions of Workers' Compensation as specified by law. Injuries shall be reported to the appropriate administrator, the Office of Human Resources, and Campus Police as soon as possible.

2. An employee shall be granted a Workers' Compensation leave of absence upon submission of appropriate verification that the leave is necessary.

3. This Workers' Compensation leave would terminate after a return-to-work notice or recovery statement has been filed in the Human Resources Office. If the employee remains disabled beyond sixty (60) days, the Employee shall retain the right to return to the position that the employee left up to a maximum of one (1) calendar year and such position may be filled by a temporary assignment. An employee receiving the temporary assignment shall hold such position subject to being removed from the position in the event the employee on a Workers' Compensation leave returns at any time within the year. If the employee on

Workers' Compensation leave does not return within one year the Employee shall be considered terminated. If the Employee on Workers Compensation returns during the year, the Employee on temporary assignment shall be removed from the job and will revert to the position held prior to the temporary assignment.

Military Leave

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

Family Medical Leave (FMLA)

Employees who want to take leave under the FMLA can get copies of the request form and certification form on the intranet or from the Office Human Resources.

Medical Leave

1. Members who have at least one year of service but who do not meet the 1,250-hour requirement of the FMLA may be approved for up to 12 weeks of medical leave during any 12-month period to deal with the member's own serious medical condition.
2. The calculation of the 12-month period will be based on the initial day of the leave and expires one year later.
3. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition requiring in-patient care or continuing treatment by a Doctor of Medicine or osteopathy.
4. The medical leave will be an uncompensated leave, but members who take the leave must first exhaust any available paid time off before going uncompensated.
5. Members will be required to provide evidence of the need for the leave as well as verification of fitness of duty when the leave ends.
6. If a member is unable to return to work at the end of the 12 weeks, the member will be terminated. Failure to return from leave will not, by itself, impact on a member's eligibility for rehire.
7. Members who wish to take a leave to care for a child or parent may do so if the member meets the eligibility requirements for the FMLA. The medical leave granted under this letter of agreement does not provide time off to care for family members.
8. This agreement is meant to provide those who are not eligible for FMLA with a medical leave option. This agreement is not intended to provide members who are eligible for FMLA with a second medical leave with the same 12-month period. Members who are eligible for FMLA must take the FMLA leave and my not request a leave under a Medical Leave within the same 12-month period.

Jury Duty

A Part-time Employee who is called to jury duty should notify his/her supervisor of the

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

ARTICLE 17
Protection of Members

Due Process

1. No Employee shall be reprimanded, demoted, or discharged without just cause.

2. The employee will be notified of the specifics of the complaint if the College intends to pursue the complaint.

3. Employees shall be advised that they have the right to have a union representative present during any meeting that may lead to discipline, and the right to postpone any meeting until such representative is available.

4. If the College believes discipline beyond an oral warning is warranted, the parties will meet to discuss it. If disciplinary action is taken, the member and the Union will be informed in writing of the extent of the discipline and the reasons for it. A copy of the disciplinary action will be provided to the employee, the Union and placed in the employee's personnel file in a confidential envelope.

5. The Employee will have an opportunity to submit written evidence of rebuttal to any charges against the Employee and such rebuttal shall become part of the Employee's record. The rebuttal will be included with the disciplinary notice in the personnel file.

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. The Employee has the right to have union representation at the meetings but may waive union representation. The College may have the immediate administrator, their supervisor, or a representative from Human Resources. If applicable, both parties may have witnesses at the meeting. The results of these proceedings may be shared with the 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 the employee has had an opportunity to see and initial or otherwise acknowledge in writing that they have examined these materials and have the opportunity to submit a response in writing. Such response shall be added to the employee's personnel file.

Materials relating to disciplinary action which are placed in the personnel file shall remain in the personnel file. After two (2) years from the date of discipline, the employee may request to have the discipline removed from the personnel file if no subsequent discipline has occurred within those two years. For discipline that resulted in three or more day(s) of suspension, the discipline will remain in the personnel file. An employee may request a meeting with the Vice President of Human Resources or their designee to request the discipline to be removed from the file.

5. Should the discharged, suspended or disciplined employee consider the action to be improper, a complaint may be presented in writing through the Union President to the employer within five (5) regularly scheduled working days after receiving the notification. The President, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

ARTICLE 18
Paid Time Off

1. Paid time off allowance shall be provided in lieu of personal business leave, sick leave, vacation leave and holidays.

2. The employee is required to complete continuous years of service in order to advance to the next percentage on the paid time off schedule.

3. A maximum of forty (40) non-cumulative paid time off hours may be carried over from one contract year to the next.

4. Except in the instance of illness, paid time off shall be requested at least five (5) days in advance, through the immediate supervisor.

5. Paid time off must be taken and is not payable as a payoff.

Years of Service	Percent of Hours Worked
0 through 3 years	3%
Beginning year 4 through 6 years	4%
Beginning year 7	5%

ARTICLE 19
Compensation

1. Effective July 1, 2022, through June 30, 2025 the hourly rates, ranges (minimums and maximums) and steps are as set forth in Appendix A. For the contract year of July 1, 2023, through June 30, 2024, the parties may invoke a wage reopener as it relates to wages only. Either party may invoke the wage reopener during the time period of April 1, 2023, through June 30, 2023.

2. Except as provided in 6 below, each employee's hourly salary shall be determined by placement on a step (from "1" minimum to "8" maximum) computed by calculating the number of years of part-time service s/he has attained as of July 1 in each year of this Agreement, using either the effective employment date, most recent part-time rehire date, or entry date into the bargaining unit (if originally hired into a different bargaining unit). For employees hired into additional part-time positions within the unit, the hourly salary shall be determined by placement on a step (from "1" minimum to "8" maximum) computed by calculating the number of years of part-time service s/he has attained as of July 1 in each year of this Agreement. In the event the employee's hourly wage is above the salary schedule the employee will receive the negotiated wage increase.

3. If an employee is "on step" and is promoted to a higher classification, the employee will be placed on the same step in the higher classification. If the employee is "above step" the employee will receive the difference between the minimum of the classification the employee is leaving and the minimum of the higher classification. Conversely, if the employee is "on step" and is moved to a lower classification, the employee will be placed on the same step in the lower classification. If the employee is "above step" the employee's hourly rate will be reduced by the difference between the minimum of the classification the employee is leaving and the minimum of the lower classification.

4. Retroactive pay will be limited to those employees on the payroll at the time the contract is ratified by the Board of Trustees.

5. Wage Exceptions. Wage exceptions may be made for an individual employee or for a specific position. If a wage exception is made for a specific position, all employees hired into that position will receive the exception rate. Wage exceptions will be at the discretion of the Vice President of Human Resources. The College will provide the union with written notification of the amount and rationale for the wage exception.

ARTICLE 20
Tuition Waiver/Reimbursement

Tuition Waiver

Effective Fall, 2016, semester, the Board shall provide bargaining unit members with two (2) continuous years of service, and who have worked 15 hours a week for six months prior to the request, a waiver of tuition for Macomb Community College credit classes but not registration and course related fees. The Member can use the tuition waiver for up to four (4) credit hours per semester.

Tuition Reimbursement

Bargaining unit members who have at least three (3) continuous years of service, and who have worked 15 hours a week for six months prior to July 1 of each contract year are eligible to apply for tuition reimbursement. A sum of money not to exceed $4,000 per year shall be provided by the College to reimburse bargaining unit members for the cost of tuition for credit courses taken at accredited institutions of higher education and which are successfully completed. Upon proof of satisfactory completion of a course, tuition will be reimbursed up to a maximum of two-hundred-fifty dollars ($250) per contract year, per employee. At the end of each contract year, any balance in the tuition will be prorated and paid only to Members who have successfully completed higher education classes outside of MCC and who have exceeded two hundred fifty dollars ($250) in tuition payments for the contract year. These funds may be requested, and funds encumbered upon proof of registration.

ARTICLE 21
Duration of Agreement

This Agreement shall be effective as of July 1, 2022, and shall continue in full force and effect until June 30, 2025. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change this Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to expiration. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

ARTICLE 22
Termination and Modification of Agreement

This Agreement shall commence July 1, 2022, and shall continue in full force and effect until June 30, 2025, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to June 30, 2025.

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

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

_____/s/_____
Andrew L. Wright, Chapter Chair
AFSCME 1272.16

_____/s/_____
Ronda Trouse, Staff Representative
Michigan AFSCME Council 25

COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB:

_____/s/_____
Kathryn Lorenzo, Board of Trustee Chair

_____/s/_____
James O. Sawyer, President

_____/s/_____
Joline Davis, Vice President
Human Resources

APPENDIX A
WAGE SCHEDULE

Effective July 1, 2022, the College will include a Level 5, Level 6 and Level 7 to the wage scale as indicated below. The College will commit to a compensation review of the positions in this bargaining for the 2023-2024 school year.

For the 2022-2023 fiscal year, the College will level up all employees to the next level who were hired prior to the ratification and board approval of the collective bargaining agreement *(e.g.,* Level 2 will move to Level 3). These individuals will receive a 3.0% increase and a step for the 2022-2023 fiscal year. For those individuals who are on top of scale and/or wage exceptions will receive a 4.0% increase.

7/1/2022						
	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Year 1	$10.41	$12.63	$14.36	$15.00	$17.00	$20.00
Year 2	$10.90	$13.25	$14.93	$15.75	$17.75	$20.75
Year 3	$11.38	$13.74	$15.51	$16.50	$18.50	$21.50
Year4	$11.86	$14.29	$16.08	$17.25	$19.25	$22.25
Year 5	$12.35	$14.85	$16.67	$18.00	$20.00	$23.00
Year 6	$12.84	$15.41	$17.24	$18.75	$20.75	$23.75
Year 7	$13.33	$15.97	$17.81	$19.50	$21.50	$24.50
Year 8	$13.81	$16.54	$18.46	$20.00	$22.00	$25.00

For the 2022-2023 fiscal year, the College will hire individuals no lower than Level 3. The College reserves the right to determine the compensation for employees.

APPENDIX B
PT AFSCME Support Staff Evaluation

Name _____ Due Date _____

Position Code _____

Probationary Employee Y N

Trial Employee Y N

Department _____

Department Date of Hire _____

Period Covered by Evaluation _____

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

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

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

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

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

Supervisor's Signature _____ Date _____

Employee's Signature * _____ Date _____

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

APPENDIX C
PT AFSCME Support Staff Evaluation

Name _____ Due Date _____

Position Code _____

Department _____

Department Date of Hire _____

Period Covered by Evaluation _____

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

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

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

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

Supervisor's Signature _____ Date _____

Employee's Signature * _____ Date _____

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

APPENDIX D
AFSCME 2172
ARTICLE I RECOGNITION AND CONDITIONS OF EMPLOYMENT

A. 1. This Agreement is made this 21st day of October, 2003, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the Board) and the Michigan Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2172 (hereinafter called the Union) for the period described below.

2. The Board recognizes the Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2172, as the sole and exclusive bargaining agent as defined in Section II of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representation" Case No. R73 B-49, March 20, 1973, by the State of Michigan Labor Mediation Board for all secretarial, special skills, and clerical personnel, including: bookkeepers, VDT/CRT operators, payroll clerks, cashiers, clerks, office machine operators, receptionists, switchboard/clerks, typists and general office employees, but excluding Secretary to the President, Secretary to the Vice President of Human Resources, Administrative Assistant to the General Counsel, supervisors, professional employees and all other employees.

3. The Board agrees to employ on a part-time basis, computed as full-time equivalents, part-time clerical employees equaling no more than seventy percent (70%) of the full-time staff. Part-time hours over seventy percent (70%) of the full-time staff will be replaced at the rate of one full-time employee for every fifty (50) hours of part-time. Excluded from this percentage are part-time employees covering the duties of Unit members on Maternity/Child Care Leave, Medical Leave, Illness in the Immediate Family Leave, and Personal Matters Leave.

4. It is further agreed that full-time registration personnel used during peak periods of registration beginning two weeks prior to the first day of mail registration and ending two weeks following the last day of late registration who are not employed on a continuing basis shall not be covered by this Agreement.

5. It is further agreed that temporary personnel shall not be covered by this Agreement.

6. The College shall provide the Union with a status report indicating the number and location (i.e., cost center) of part-time clerical employees for a pay period during the months of October/November and quarterly thereafter.

7. When the results of the above status report indicate an overuse of the above-referenced 70%, the College will take timely action to reduce the use of part-time and shall notify the Union of the specific action taken.

8. Part-time clerical employees will not be used to replace vacant full-time clerical positions.

APPENDIX E

LETTER OF AGREEMENT
between
AFSCME LOCAL 1917 and
MACOMB COMMUNITY COLLEGE

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

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

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

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

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

For the Union:	For the College:
Dated: 1-10-2003	Date: 1-10-03
/s/Shirley Barnett	/s/Elizabeth Ferguson

APPENDIX F

MCCCOPA
ARTICLE II SENIORITY

C. Part-Time Help

1. Part-time help will be limited to thirty (30) hours per week except for the summer months, holidays, vacation periods, and emergencies.
2. All part-time employees assigned to the Plant Operations and Warehouse operations who are hired to do work that is normally performed by members of the Association shall be terminated before any full-time employees of the Association are laid off.

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

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

For the College	For the Union
_____	_____
_____	_____
_____	_____
Date	Date

INDEX

Area Stewards, 6
Classification descriptions, 6
  levels, 1, 6, 13, 15, 23
Communication, 4, 5
Compensation, 19, 20
  retro pay, 7, 8, 20
  step placement, 19, 20
  wage exception, 6, 20, 23
  wage schedule, 23
Designated representatives, 5, 7
Discharge, 11, 18, 19
Due Process, 18
  Discipline, 3, 18, 19
Duration of Agreement, 21
Employee and Employer Rights, 1
Evaluation, 12
  forms 24, 26
  Regular Status, 12
  Trial Period, 12, 15
Grievances 3, 6, 7, 8, 9, 10, 11
  appeal, 8, 10
  arbitration, 9, 10
  forms, 8
  informal conference, 8, 9
  pre-arbitration, 8representation, 8, 9
  time limits, 7, 8
Holidays. See Paid Time Off
Hours of Work, 14
  Breaks, 11, 13
  compensatory time, 14
  lunch, 14
  normal work week, 14
  overtime, 14, 29
  schedule, 14
  special conference, 7, 29
  timecards, 14
Insurance, 10
Job descriptions, 6, 7, 15
Layoff, 11, 13, 14
Leave of Absence
  Family Medical Leave, 17
  Jury Duty, 17, 18
  Military Leave, 17
  Workers Compensation, 16, 17
Management Rights, 2, 3
Negotiating Committee, 6
Paid Time Off, 19
personal business. See Paid Time Off
Personnel files, 12, 13
Probationary Employees, 10, 11
  evaluations, 24
Purpose and Intent, 1
Qualifications, 3, 5, 13, 15
Recall, 11, 13, 14
Reclassification, 6, 7
Recognition, 1, 2, 11, 28
Reinstatement, 11
Release Time, 5, 6, 31
Representation, 5, 6
Seniority, 10, 11, 12
  probation, 10, 11
Sick days. See Paid Time Off
Special Conference, 7
Status Employee, 10, 11, 12
Temporary Assignments, 15, 16
Termination and Modification of Agreement, 21
Tuition Waiver/Reimbursement, 20, 21
Union Security, 3, 4
  check off form, 4
  dues deduction, 3, 4
  service fee, 4
Vacancies, 13, 14, 15
    posting process, 15
Vacation days. See Paid Time Off