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AGREEMENT

Between the

MACOMB COMMUNITY COLLEGE

and the

MACOMB COUNTY COMMUNITY COLLEGE OPERATIONAL PERSONNEL ASSOCIATION

July1, 2025 – June 30, 2028

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ARTICLE I RECOGNITION

A. 1. This Agreement is made this 9th day of June 2025, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the College) and the Macomb County Community College Operational Personnel Association (hereinafter called the Association) for the period described below.

2. The College recognizes the Macomb County Community College Operational Personnel Association as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended and as described in the "Certification of Representative" Case No. R 73 A-26, March 6, 1973, by the State of Michigan Labor Mediation Board, for all maintenance and operational employees.

B. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the College and the Association. In the event any provision of this Agreement is in conflict with any existing law or any law enacted during the term of this Agreement, then such provision shall automatically be amended to conform to the law or be deleted without affecting the remaining provision of the Agreement. If any provision of this Agreement is held illegal, void, or invalid by a court of competent jurisdiction, all other terms, conditions and provisions shall remain in full force and effect and shall continue to be binding upon the parties hereto. This Agreement constitutes the total description of all wages, hours, benefits and conditions of employment of the members of the Bargaining Unit.

C. The Association, its officers, agents and members agree that, so long as this Agreement is in effect, there shall be no strike, sit-downs, boycott, or any unlawful acts that interfere with the College's operations. Any violation of the foregoing may be made a subject of disciplinary action and damage action, and this provision shall not be by way of limitation on the College's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

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

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

1. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer will honor written voluntary individual membership dues deduction authorizations of employees.
2. A copy of the Dues Deduction Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder, shall be delivered by the employees to the Employer before any payroll deductions shall be made. Deductions shall be made only under the Dues Deduction Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or

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

3. All sums deducted by the Employer shall be remitted to the labor Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom the Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Dues Deduction Authorization during the previous month. Employee may terminate their Dues Deduction Authorization at any time by serving written notice thereof to Human Resources.
4. Once any funds are remitted to the Labor Council by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Labor Council. In cases where a deduction is made that duplicates a payment that an employee already has made to the Council, or where a deduction is not in conformity with the provisions of the Constitution of the Labor Council or applicable state or federal law, refunds to the employee shall be made by the Labor Council to the employee.
5. The Employer shall not be liable to the Labor Council from the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. The Labor Council shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

F. Scope of the Agreement

The parties hereto mutually acknowledge that this Agreement covers each of the rates of pay, hours of employment and terms and conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that any matters considered in negotiations which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiations, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof.

ARTICLE II SENIORITY

A. Basis for seniority shall be defined as the total length of continuous service with the bargaining unit, beginning from the employee's original date of hire or most recent date of rehire, as the case may be. MCCCOPA seniority is for the purpose of bumping, job bidding, layoff, rehire or for any purpose in which seniority may be a factor other than in the case of one's own fringe benefits. Management shall have the unrestricted right to direct the work force within a position within a classification without reference to seniority. Seniority will be considered with regard to long-term or permanent positions pursuant to the terms and conditions of the existing Agreement.

B. **Probationary Period**

All new employees hired shall be considered as probationary employees for one hundred and twenty (120) calendar days accrued while actively at work. Upon completion of the probationary period, their seniority shall commence as of the date of hire. During the probationary period, an employee may be terminated without recourse to the grievance procedure. Nothing herein contained shall prevent the College from hiring persons to perform a specific job that cannot be done by regular employees.

1. The College and the Association may by mutual agreement on an individual basis extend the probationary period for an additional sixty (60) calendar days.
2. There shall be no seniority among probationary employees.
3. Probationary employees will accumulate Paid Time Off (PTO) during their probationary period, but may not utilize, or be entitled to such leave until attaining regular status.
4. Medical Insurance: Probationary employees are eligible for the medical care plan provided by Article XVI.A.
5. Workers' Compensation: Each employee shall be covered by the applicable workers' compensation laws.
6. Evaluation: Written formal evaluations of probationary employees will be made during their probationary period. A statement of evaluation stating acceptable work at one hundred and twenty (120) calendar days will constitute regular status for the employee. A statement of evaluation is understood as including a written communication from the area Director or Associate Director to the employee acknowledging their probationary work performance.
7. Upon completion of their probationary period, the employee will be considered to have seniority computed from the first day of their employment.
8. Probationary employees shall not be eligible for leaves of absence unless the employee completes 120 calendar days or upon mutual agreement by the Association and the College.
9. Probationary employees shall not be entitled to any fringe benefits except those listed in this article and section.

10. **Part-Time Help**

a. Part-time help will be a maximum of twenty-nine (29) hours per week except for the summer months, holidays, vacation periods, and emergencies.

b. 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.

C. **Loss of Seniority**

1. If the employee is discharged for a just cause.
2. If the employee is absent three (3) consecutive working days without just cause unless such employee shall have notified the College within said three (3) day period of the necessity for such absence. Just cause will include death in the family, serious illness or injury to the employee or members of their family, or an act of God or any other reason where the absence was for causes beyond the control of the employee.
3. If the employee fails to return from a leave of absence.
4. If the employee fails to return to work after being recalled.
5. If the employee is not recalled to work within one year of the layoff date.
6. If the employee terminates their employment by resignation or retirement.

D. **Layoff and Reduction of Staff**

Whenever bargaining unit positions are to be eliminated and employees laid off, such employees shall be notified forty-five (45) days before the effective date of being laid off and such employees shall be laid off on the basis of their seniority and their ability to perform the work available. The least senior employee shall be laid off first and the more senior employee retained, providing the more senior employee is capable of performing the work available. Whenever recall from lay-off occurs, an employee shall be recalled in reverse order of their lay-off, subject to the more senior employee being capable of performing the work available. In the event that the more senior employee does not possess the qualifications, the College may retain such less senior employee and lay off the employee with greater seniority whose position can be filled by an employee remaining, provided however, that the College shall notify the Association of the necessity to invoke this provision. The employee will remain on layoff for a period not to exceed one (1) year.

E. **Temporary Layoffs**

For temporary layoffs caused by acts of God or other circumstances outside the control of the College, the forty-five (45) day notice requirement shall be waived.

If any law, regulation or executive order is passed which mandates or financially necessitates a period of institutional closing for the purposes of energy conservation, the College may cause such temporary layoffs as it deems necessary to comply with the intent of the law, regulation or executive order, and the forty-five (45) day notice requirement shall be waived. The employee will remain on layoff for a period not to exceed one (1) year.

F. **Military Services**

All benefits as outlined by federal and state regulations required of an employer will be afforded an employee either drafted, recalled to active duty or called to summer camp training, with the stipulation that the employee exercise their return to duty as specified in the same regulation.

G. **Recalling of Employees**

Employees being recalled from layoff shall receive two (2) weeks written notification sent to their last known email address and phone number if available. Employees must report to work within two (2) weeks of the date of the notification and failure to report to work shall result in the employee's loss of seniority.

H. **Protection**

No person or persons shall perform any work that is included in the job description of an employee of the Operational Association, except to train other employees and in cases of emergency. An emergency is anything that may endanger the safety of the College employees or students and cause undue damage to College property as determined by the President of the College or their designee. Exceptions can be made where College personnel cannot meet deadlines, or do not have proper equipment or tools to do certain jobs. This is not intended to restrict outside contracts except where this work is normally performed by unit employees.

I. **Seniority Records**

Seniority records will be maintained at the Human Resources Office and will be available to the employee on the college's Macomb portal. Seniority shall not be lost because of illness, or layoff, provided reasons for such absences are substantiated. Seniority will remain but will not accrue for approved non-medical leaves of absence.

ARTICLE III HOURS OF WORK AND OVERTIME

Whenever feasible, the regular work week for employees shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week. Exceptions will be reached by mutual agreement. The work week for payroll purposes is Monday through Sunday.

A. **Overtime**

All work done in excess of eight (8) hours in any one day (or ten (10) hours in any one day if a four (4) day schedule is worked by that employee) or forty (40) hours in any one week shall be considered overtime and be paid for at the rate of time and one-half. There shall be no compounding of overtime and premium pay received for time worked under the provisions of this Article shall preclude premium pay for the same time under any other provision of this Agreement.

If an employee is called into work prior to their regular shift and is expected to continue working their regular shift, they shall be paid overtime compensation only for those hours worked in excess of eight (8) hours, unless they provide a statement from their physician or the College's physician (paid for by the College)--at the employee's option--substantiating illness during the employee's regular shift on that day.

An employee may choose to bank compensatory time in lieu of receiving overtime pay, however, if the administrator determines that compensatory time cannot be granted, the employee will accept overtime pay for extra hours worked. The administrator shall determine when the compensatory time may be taken. Compensatory time will be equal to one and one-half (1-1/2) hours for every one hour of overtime worked. The compensatory time must be taken by the end of the contract year in which it is earned. Compensatory time worked and taken must be recorded in the digital timekeeping system for the time period worked. If compensatory time is not taken by the end of the contract year in which it is earned, the employee shall receive overtime pay. An employee may request in writing overtime pay for all or part of accumulated compensatory time at any time during the contract year.

B. **Overtime Records**

1. **Regular Overtime**

a) Overtime requests will be submitted with as much advance notice as possible. Requests will be approved or denied by management.
b) Available overtime shall be rotated among qualified employees within each department, (Facilities Tech, Electrical, HVAC, etc.) with the necessary skill set to perform the duties required by the scope of the overtime opportunities.
c) Department Chiefs and Foreman will be responsible for maintaining overtime equalization for the respective employees that report to their department area. This equalization will be within a position, within a classification, whenever possible. Department Chiefs and Foreman may make exceptions to position and classification to meet the requirements of the scope of the overtime opportunity, as long as the scheduled employee is qualified to perform the overtime duties.
d) Department Chiefs and Foreman will notify Facilities Administration by end of work on Wednesdays of the personnel working overtime.
e) Employees who accept overtime assignments but do not report to work shall be subject to progressive discipline, except in extenuating circumstances.
f) At times, some departments may not be able to meet the needs of the available overtime opportunities, and/or are in need of extra help to meet the needs required by the scope of overtime opportunities. In order to facilitate this, MCCCOPA will establish a sign-up list for any unit employee who has interest in working overtime in another department. Unit employees who sign up on the list may be offered overtime in other departments provided that they have demonstrated the skills necessary to do the job.
g) Should no full-time employee choose to work the overtime, a substitute or part-time employee may be used or emergency overtime may be declared.
h) The College is not responsible for the tracking of overtime hours that any MCCCOPA members work. Supervisors, Chiefs, and Forepersons are expected to make their selections in support of the College's operational needs, and to comply with College policies.

2. **Emergency Overtime**

In emergency situations, the College shall have the right to call in the employees needed to meet the emergency without regard to rotating overtime opportunities. It is understood that employees have an obligation to accept overtime in emergency

situations. Disregard of this obligation shall be subject to the disciplinary process. Emergency situations include, but are not limited to, snow removal, storm damage, water main breaks, water damage, HVAC or electrical outages, and staffing shortages.

C. **Temporary Assignment**

1. Whenever an employee is assigned to work in a higher classification of work, they shall receive a twelve percent (12%) stipend beginning from the third day they work on such higher rated job until it is no longer assigned or ninety (90) days, whichever is less. Executive Director of Facilities and Operations can approve the stipend to begin prior to the third day if workload is deemed necessary. If an individual is assigned for someone who is out on disability for longer than ninety (90) days, the employee will be temporarily assigned to the higher classification position until the end of the disability.
2. To meet an extraordinary need, the College may assign employees on a temporary basis to specific tasks outside their position description, though in accordance with other contractual provisions relating to compensation.

D. **Call-In and Call-Back Pay**

Whenever an employee is called to work outside of their scheduled shift, they shall be guaranteed four hours work or pay at their classification rate of pay. An employee who goes home and is later called in to work, shall be guaranteed at least four hours work or four hours pay at their regular classification rate of pay.

E. **Double Time**

Double time will be paid when employees are required to work beyond forty-eight (48) hours in one week or on the holidays listed in Article V.

F. **Less than Five Day Work Schedule**

At the request of the employee, with concurrence of the administrative supervisor; or when the College determines that it is appropriate, an employee may be offered employment on a work schedule of less than five days. Overtime will be paid as noted in paragraph A.1 above. For the purpose of computing sick and vacation, actual hours shall be reported.

1. The work schedule of less than five days for an employee may be terminated with 10 working days' notice.
2. When a work schedule of less than five days is offered to an employee, there is no obligation on the part of the College to offer such schedule to any other employee. Refusal of an employee to accept a work schedule of less than five days shall not be the basis for disciplinary action.
3. If workload requirements of a department or unit require a work schedule of less than five days, all Union employees in the department or unit may be required to accept such assignment.
4. During any week in which a College holiday falls, all employees will revert to a regular five-day schedule with holidays off.

5. Shift differential shall not apply for an employee on a schedule of less than five days except that an employee who's five-day per week schedule qualifies for shift differential and who is on a four-day schedule shall receive the same shift differential pay as they received on the five-day schedule.
6. An agreement to such a work schedule must be signed by the employee and their supervisor and filed in the Human Resources Office before being initiated. A copy of such agreement shall be provided to the Union President

G. **Off-Campus Troubleshooting**

When directed to engage in troubleshooting via technological means while away from a campus, an employee shall be paid for the time worked (but no less than one hour) at the appropriate overtime rate.

H. **Remote Operations**

Unless directed otherwise, bargaining unit employees must report to work for their scheduled shift during college closure days. When the college decides to close all campuses due to inclement weather, bargaining unit employees will be paid time and a half for all hours actually worked up to a maximum of eight (8) hours. Such eight (8) hours of time actually worked paid at time and a half shall not be included in determining eligibility for overtime under other provisions in this Article (i.e., such eight (8) hours shall not be included in reaching the 48-hour trigger for calculating double time under Article 3, Section E).

ARTICLE IV VACATION AND SICK

A. **Vacation**

	Vacation Accrual Amount Annual	Maximum Days Carryover	Payout Percentage at Separation
Year 1	12 Days (3.70 Bi-weekly hours)	15	100%
Year 2	12 Days (3.70 Bi-weekly hours)	30	100%
Year 3	12 Days (3.70 Bi-weekly hours)	50	100%
Year 4	15 Days (4.62 Bi-weekly hours)	50	100%
Year 5	15 Days (4.62 Bi-weekly hours)	50	100%
Year 6	19 Days (5.85 Bi-weekly hours)	50	100%
Year 7	21 Days (6.45 Bi-weekly hours)	50	100%

1. To be eligible for vacation, the employee must be a regular full-time employee and must have worked at least 120 calendar days.
2. Upon the completion of 120 calendar days, such employee shall earn vacation days

beginning with their date of hire.

3. Vacation days shall be earned on the basis of pay periods worked.
4. An employee who works less than one-half of the time in a calendar month, but works some time in that month, will receive one-half month credit; an employee who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month.
5. No employee may receive credit for more than 12 months in any calendar year.
6. Payment of vacation time upon separation will include the maximum accrual amount, plus earned vacation days for that contract year based on appropriate percentages.
7. Pre-approval from immediate supervisor is necessary for vacation requests.

B. **Sick Days**

1. Sick leave shall be earned at the rate of one and one-quarter (1.25) days for each month of active service.
   a) July 1, nine (9) days (seventy-two (72) hours) of sick leave shall be front-loaded to all employees with over one hundred and twenty (120) completed days of work.
   b) Remaining days shall be earned per the rate noted in B.1 above.
   c) There shall be a maximum of forty (40) accumulated sick days.
2. Sick days are not paid out upon separation.
3. Advance notice is required for foreseeable absences. Absences exceeding three (3) days may require medical documentation.
4. Sick leave frontloaded and used but unearned at separation may be deducted in any final pay calculation.

C. **Holidays**

If a holiday occurs during an employee's particular vacation time off, such employee shall not lose the holiday but shall be granted an additional day off. The date of this time off shall be at the option of the College.

D. **Vacation Schedules**

Each employee shall submit their request for vacation days at least four (4) days in advance. The administrator shall review all requests and shall approve or reject them as soon as practical. Vacation requests will be granted in accordance with the needs of the College in maintaining efficiency of operations. In the event more than one person in the same department or team requests the same vacation period, vacation time will be granted on a first come, first served basis. After a vacation schedule is approved it shall not be changed by the administrator or employee except in situations of emergency. Emergency shall be defined as an immediate threat to the health or safety of employees or students or to the facilities or properties of the College. Any change made under this paragraph should be accompanied by as much advance notice as possible. In the event the disability continues for an extended period of time, the employee may terminate their employment or request a medical leave of absence. Upon their termination or commencement of long-term leave, the employee will have the option to be paid for any accumulated vacation earned according to the chart above.

E. **Sick Leave Conversion**

On July 1st of each year an employee shall be allowed to convert up to 5 vacation days to sick leave days, provided that the employee has at least 5 sick and 10 vacation days in their bank by June 30th of the previous contract year.

ARTICLE V HOLIDAYS

A. **Definition**

Regular full-time employees shall be entitled to receive the following holidays off with pay. All regular full-time employees shall receive straight time pay for each of the hereinafter named holidays:

New Year's Day	Good Friday	Memorial Day	Juneteenth
Fourth of July	Labor Day	Thanksgiving Day	Day after Thanksgiving
December 24	Christmas Day	December 31	

1. Eligible employees shall receive eight (8) hours straight time pay for each of the above enumerated holidays.
2. When a holiday falls on a Sunday, the Monday immediately following shall be considered a holiday, and when it falls on a Saturday, the Friday immediately preceding it shall be considered a holiday.

B. **Eligibility**

In order to be eligible for the above enumerated holidays, employees must have worked the scheduled workday prior to and the scheduled work day following each of the said holidays, unless the Executive Director of Facilities and Operations excuses the absence.

ARTICLE VI JURY DUTY

Jury duty is defined as the time spent by an employee serving and qualifying for such duty in a court of record.

A. **Provisions**

1. When an employee is absent from work because of jury service, they shall be paid the difference between the Employee's regular rate of pay, and that paid for jury duty. Employee will provide a copy of the jury duty check to the Payroll department and place the jury duty code in the payroll electronic system. This shall not be interpreted as a leave of absence.
2. If any employee is subpoenaed as a witness, they shall receive their compensation for that day, upon the approval of the Cabinet Level Officer, provided the employee pays to the College any compensation received--such compensation not to include mileage fee.

ARTICLE VII VACANCIES

A. Whenever a permanent vacancy occurs, such vacancy shall be posted in the following manner:

1. An electronic copy of the posting will be given to the Secretary of the Association. (The Secretary will also be notified if a vacant position is not to be filled.)
2. The Posting will be sent internally and externally at the same time.
3. Current members may bid for such jobs within the five (5) day period beginning with the date of the posting.
4. In classifications of the current Contract, seniority plus qualifications including skill, experience and job-related education will be the prime factors for consideration of vacancies.

B. The hiring administrator shall appoint at least one member of the bargaining unit to serve on the screening committee. The Union President shall be notified of the bargaining unit member selected to serve on the screening committee. If a bargaining unit representative serves as an interviewer on the screening committee, then the union will not require an additional observer present at the interview.

C. **Step Determination**

Upon being hired, employees will begin on Step 1. For Level 6 and 7 vacancies, the head of Human Resources may start their pay on a higher step based on their years of experience.

D. **Eligibility**

If an employee bids for and receives a new or different position, they must serve a thirty (30) workday trial in their new position. During this trial period the employee may request to be returned to their former position unless that job has been filled. If the employee is returned to their former position, they are not eligible to bid again for one (1) year. If the employee is found to be unable to perform their new job within the trial period and is returned by the employer to their previous job, the employee shall be allowed to bid at any time on another open position for which they are qualified. The determination by the College that the employee is unable to perform the work in the new or different position is not subject to the Grievance procedure.

E. **Instruction Period**

For the safety and protection of all concerned, new employees assigned to a new job may request an instruction period of one (1) week with experienced personnel.

F. **Reclassification of Position**

Whenever new or different work not covered by the classifications contained in this Agreement is to be undertaken, the President of the Association or their designee shall be permitted to confer with the Executive Director of Facilities and Operations or their designee with respect to the content of the job description for the new classification.

G. **Job Upgrading**

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

1. The employee shall submit a written request to the Executive Director of Facilities and Operations or their designee, with a copy to the Union President, specifying the level to which the position should be upgraded and the reasons for

such upgrading; i.e., how the duties and/or responsibilities have substantially increased since the current level was last determined.

2. Within ten (10) working days the Executive Director of Facilities and Operations or their designee shall forward the request, along with a detailed rationale which either supports or denies the request and supporting documentation for the rationale to Human Resources Administration, who shall initiate an analysis of the position, which shall be concluded within twenty-five (25) working days.
3. At the conclusion of this analysis, Human Resources Administration shall recommend appropriate action to the respective Vice President.
4. The appropriate Vice President shall, within ten (10) working days, either:
   a) Recommend to the head of Human Resources or their designee that the position be upgraded, with the head of Human Resources or their designee thereafter notifying the Union of their decision within ten (10) working days; or,
   b) Notify the Union members in writing, with a copy to the Union President, of their reasons for not recommending upgrading.
5. Employees who receive job upgrading to a higher classification shall receive not less than the difference between the minimum salary of the classification that they are leaving and the minimum salary of the new classification.

H. **Job Descriptions**

Official job descriptions shall be developed for each position within the Union by Human Resources. Job descriptions shall include titles that accurately reflect the level of responsibilities and duties of each Union position and shall detail the specific qualifications required for employment for said position. The Union President shall be given an opportunity to review new and updated job descriptions.

I. **Classification Pay**

Whenever an employee's classification level changes as the result of bidding, reclassification, demotion, or temporary assignment, their salary at the new classification level shall be determined as provided by Article XIII.A.

J. **Personnel File**

An employee must submit proper evidence of education, training or work experience as specified on the job description to the Office of Human Resources for inclusion in their personnel file.

ARTICLE VIII SAFETY AND HEALTH

A. If the College should require a physical examination as a condition of work, the College will assume the cost of such an examination.
B. Unsafe Work: Should an employee complain that their work is unsafe and unhealthy, the matter shall immediately be investigated by a representative of the College. If the matter is not adjusted satisfactorily, a grievance may be processed according to Article IX of these rules entitled "Grievance Procedures."
C. All MCCCOPA employees are required to follow MIOSHA rules and all other applicable laws, regulations, college policies and guidelines.

ARTICLE IX GRIEVANCE PROCEDURES

A. **Definition**

In the event a dispute arises between the College and an employee or the College and the Association concerning the alleged violation, interpretation or application of any of the provisions of this Agreement, such dispute shall be deemed a grievance and resolved in the matter hereinafter set forth. The College shall not be required to pay compensation to a grievant for an issue that arose three months prior to the date the written grievance was filed.

B. **Time Limits**

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the College and the Association. Mutual written consent may be obtained via email.

C. **General Principles**

1. A grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conferences pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. In the event that the Association fails to appeal a grievance or appeal a College answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer. In the event the College shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limits for exercising said appeal commencing with the expiration date of the College's grace period for answering.
6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing including email and shall be acknowledged by the parties via email. The Arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. The College and the Association each shall bear the full costs for its representative counsel in the arbitration and the costs of arbitration shall be borne equally by the parties.

D. **Procedure**

Informal Conference: The Employee or their representative and/or the Association shall verbally present their grievance to their immediate Supervisor. In the event the

matter is resolved informally, the grievance shall be considered satisfied and terminated provided, however, that an Association representative was present or, if not, a notice of the terms of the settlement is delivered to the Association.

Written Procedure:

Step I

In the event the matter is not resolved informally, the grievance stated in writing on the union's grievance form may be submitted to the Executive Director, Facilities and Operations or their designee of the grievant's department within fifteen (15) working days following the date the grievant knew or could have known of the act or condition which is the basis of the grievance. Within ten (10) working days after receiving the written grievance the administrator or their designee shall communicate their decision along with the reasons therefore, in writing, on the grievance form to the grievant, if any, and the Association President and the head of Human Resources or their designee.

Step II

In the event the grievance is not resolved in Step I, within ten (10) working days of the receipt of that decision, the grievance may be submitted to the head of Human Resources or their designee in writing on the grievance form with a copy of the original grievance and the decision at Step I. The head of Human Resources or their designee shall within fifteen (15) working days of the receipt of the written grievance communicate their decision along with the reasons therefore, in writing to the grievant, if any, and Association President.

Step III Mediation

In the event the grievance is denied at Step II, within ten (10) working days of the Step II decision by Human Resources, the Association 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 IV Arbitration

A. In the event the mediation does not resolve the grievance at Step III, the Association may appeal the decision within ten (10) working days after receipt of such denial to binding arbitration. A copy of the appeal shall be sent to the head of Human Resources.

B. The Arbitrator shall be selected under established procedures of the Federal Mediation Conciliatory Service ("FMCS").

C. The award of the arbitrator shall be accepted as final and binding on the Association, its members, the employee or employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision is within

the scope of the Arbitrator's authority as described below, or if no fraud, collusion, or duress is present. The Association shall not then, by any other means, attempt to bring about a different resolution of the grievance.

D. The fees and expenses of the Arbitrator shall be shared equally by the College and the Association. All other fees and expenses, including administrative fees, shall be split evenly between the parties.

E. It shall be the function of the Arbitrator, and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this Agreement.

1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Their powers shall be limited to deciding whether the College has violated, misapplied or misinterpreted any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.
2. They shall have no power to decide any question which under this Agreement is within the authority of the College to decide, nor shall they substitute their judgment for that of the College.
3. They shall have no power to consider the provisions of any constitutional, statutory, or common law in the resolution of any grievance.

F. If the College disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether they have jurisdiction to act, and if they find that they have no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.

G. It is understood and agreed that the following matters shall not be subject to binding arbitration:

1. Placing a probationary employee on an additional period of probation.
2. The termination of services or failure to reemploy a probationary employee.
3. Any matter as to which a method of review is prescribed by law or any rule or regulation of any Michigan State administrative agency which is binding on the College.
4. Any interpretations of insurance contracts.

ARTICLE X DISCIPLINE

A. The employee shall have the right to be represented by the Union at the time disciplinary action is imposed.

B. The College will inform the Union that an employee has been disciplined in instances of written reprimand, suspension, suspension pending discharge, and discharge.

C. 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.

D. No materials of an adverse nature will be added to the employee's personnel file unless they have had an opportunity to examine these materials with the opportunity

to submit a response in writing. Such response shall be added to the employee's personnel file.

E. Materials relating to disciplinary action which are placed in the personnel file shall remain in the personnel file. After two 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. An employee may request a meeting with the Executive Director of Facilities, or their designee, to request the discipline to be removed from the file. The Executive Director will determine the need for removal after consulting with the head of Human Resources.

F. 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 head of Human Resources or their designee within five (5) regularly scheduled working days after receiving the notification. The head of Human Resources, or their designated representatives, shall review the discharge or discipline and give their answer within ten (10) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

ARTICLE XI LEAVES OF ABSENCE

Language Update Subcommittee

Starting on July 1, 2025, Human Resources will coordinate a subcommittee with the MCCCOPA union and Facilities Leadership for representatives from each area to discuss updates to this Article. The goal of this subcommittee is to agree upon updated language before June 30, 2026.

At the discretion of the Vice President of Human Resources, it shall be the policy to grant non-compensable leaves to the employees, subject to the following reasons:

A. **Eligibility**

To qualify for childbirth, childcare, adoption, foster care, medical, and illness in the immediate family leaves, an employee must have completed one (1) year of continuous service with the College. All other leaves must be preceded by two (2) years of continuous service.

1. A second leave, or extension of any type of leave, may be granted by the Vice President of Human Resources or their designee.
2. While on approved non-medical leave, an employee shall maintain but not accrue seniority; shall maintain all employment rights held before leave was taken; and shall upon their return, receive any wage adjustments granted during said leave.
3. Notice of their intention to return or resign must be sent in writing to the Vice President of Human Resources or their designee no later than sixty (60) calendar days prior to expiration of approved leave. Failure to provide such notice shall be the equivalent of resignation.

B. **Leaves for Health Reasons**

1. A health leave will be granted to seniority employees upon the recommendation of a physician. An employee on approved health leave shall continue to

accumulate seniority, maintain all rights held before the leave, and have the right to return to their position for one year after commencement to the leave. This period may be extended at the discretion of the College. After one year of leave, an employee who is unable to return following one year will be deemed unemployed. Members will be eligible to bid on posted positions for which the member is qualified pursuant to Article VII.A for two years from the first date of absence. The College may employ a temporary replacement outside the bargaining unit during the period in which the employee has the right to return to their position.

2. Return to work shall be conditioned upon submission of a physician's certification of fitness to return to work. If within six (6) months following return the employee is unable to perform their job because of the illness or injury for which leave was granted, they shall return to leave status effective the first day of the original leave.

C. **Absences Allowed with Pay**

Absences must be reported as early as possible, based on current personnel policies. The following are legitimate reasons for absence:

1. Personal illness of the Employee.
2. Death in the immediate family. Each employee shall be allowed up to five bereavement days upon verification, if requested, for each bereavement when required in the case of death of the employee's spouse, a father, mother, grandparent, brother, sister, child or grandchild of the employee or their spouse or the siblings of their spouse. Bereavement days, other than for those above, may be approved by the Human Resources Administration with the recommendation of the area administrator or the Executive Vice President for Business.

D. **Requests for Leaves**

Requests for leave of absence shall be submitted to the benefits office in Human Resources in writing at least one (1) month prior to the effective leave date.

E. **Maximum Leave**

1. The maximum length of time an individual will be on a leave of absence without a break in service is one year. If the Individual's break in leave time is thirty (30) days or more, the leave time clock will start again.

ARTICLE XII FITNESS TO WORK

The employee may be required to provide a statement from a physician or doctor substantiating an illness of more than three (3) consecutive working days and attesting to their fitness to work. Additionally, the College may require an employee to submit to a physical or mental examination by an appropriate physician or doctor, selected by the College and at College expense, prior to return from medical leave of absence, or when the head of Human Resources, or their designee, has been given reason to believe that such employee is (or is not) suffering from physical and/or mental illness or disability sufficiently serious to impair their ability to fulfill properly the duties of their position. The employee

shall have the right to appeal the findings of such examination and submit findings from a physician or doctor of their choice at their expense.

If there is a dispute between the findings of the two (2) physicians or doctors, the employee shall be subject to a third examination. The results of this third examination shall be binding upon the employee, the Association, and the College. Management reserves the right to reassign and/or return an employee to light duty work in the instance of work-related injuries. In the case of personal injury or illness the College will review the employee's ability to return to work under the guidelines of ADA (Americans with Disability Act).

ARTICLE XIII SALARY SCHEDULE

A. The salary ranges shall be established in Appendix A and reflect an 8-hour workday.

B. Adjusted bargaining unit seniority is defined as full-time performance of bargaining unit work as either a bargaining unit member, a member of a different bargaining unit who has been transferred to the bargaining unit, or a non-bargaining-unit member employed under CETA.

C. Premium pay for the afternoon or night shift shall be five (5) percent. Except as provided by Article III.A.1., shift premium shall be paid for all hours actually worked before 6 a.m., or after 5 p.m. by an employee who is normally scheduled to start the workday between 6 and 8 a.m. Employees required to begin their shift after 11 a.m. will receive premium pay for hours actually worked. Employees who are assigned to work the afternoon shift on weekdays (Monday through Friday) and whose schedule is changed by management to include a weekend (Saturday/Sunday) day shift in lieu of a weekday afternoon shift, will continue to receive their premium pay for the hours actually worked on the assigned weekend day shift. Additionally, employees who are assigned an afternoon shift and are on occasion required by management to work a day shift in lieu of their normal scheduled afternoon shift, will receive their premium pay for all hours actually worked on the management required day shift. The College will not pay premium pay in the event of a management change to the employees regularly scheduled shift from an afternoon to a day shift.

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

E. Each employee's pay will be made by direct electronic deposit to either the employee's checking or savings account or the employee's debit card, at the employee's option.

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

ARTICLE XIV TARDINESS

An employee who is late 5 to 15 minutes will be charged 15 minutes. An employee late 16 to 30 minutes will be charged 30 minutes. Late 31 to 45 minutes will be charged 45 minutes, and late 46 to 60 minutes will be charged one (1) hour.

A. Repeated tardiness is grounds for discipline.

ARTICLE XV MISCELLANEOUS REGULATIONS

A. **Leaving the Building**

No employee is permitted to leave the building or their worksite for personal reasons during their regular working hours, or overtime, without the permission of their immediate supervisor.

B. **Lunch Periods**

Each employee will be provided a half-hour unpaid duty-free lunch. Lunch should be taken when it can best be fitted into the work pattern and approximately halfway through their shift. When the College anticipates that an overtime assignment will exceed six (6) hours, an employee will be allowed thirty (30) minutes (unpaid) for lunch during the overtime assignment.

C. **Alcohol and Controlled Substances**

Any employee found under the influence of alcohol or any controlled substance or with alcohol and/or any controlled substance in their possession on College property during their hours of employment may be immediately discharged.

D. **Seniority of Employees Accepting a College Job outside the Unit**

A unit employee who accepts another College position outside this bargaining unit shall retain unit seniority for one (1) year only and shall during that time receive preference in the filling of any open unit position.

If the employee re-enters MCCCOPA after one year, consideration will be given to their bargaining unit seniority for purposes of determining salary but in no case shall they receive a salary higher than the maximum salary for the position obtained.

E. **Schedules**

The normal five (5) day shift shall be 8 hours of work performed between 6:00 a.m. and 2:30 p.m. or 7:00 a.m. and 3:30 p.m., or 1:30 p.m. to 10:00 p.m. There shall be two 15-minute breaks, one (1) in the morning and one (1) in the afternoon, with the time to be arranged by the supervisor. There shall be one (1) paid break allowed for the first two (2) hours of overtime, to be taken at the beginning of that overtime period. There shall be one (1) break for every succeeding 3 hours overtime period. Regular working hours other than those above will be mutually agreed to. Management has the authority to decide the workflow and the location of employees in order to complete their daily work assignments. For changes to work schedules (i.e., from 6:00 am to 2:30 pm to 7:00 am to 3:30 pm), management will provide as much advance notice as possible. The notice period does not apply to location changes.

F. **Signing Procedures**

Under no circumstances may an employee sign a time record for another. In case of error in signing in or out, the employee will call this to the attention of their supervisor who will assist in the correction. Any employee signing a time record

for another employee, or otherwise falsifying a time record, shall be subject to immediate dismissal.

G. The Association shall have the privilege of using College facilities provided they use the standard procedure to obtain their use.

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

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

J. Each employee is required to wear a uniform and safety shoes while at work, whether during regular work hours, overtime, or call-in unless otherwise directed by the supervisor. Uniforms and safety shoes shall be provided by the College and must be neat, clean, and in a reasonable condition when worn by the employee.

1. At the end of each contract term the College will collaborate with MCCCOPA leadership to select a uniform vendor and establish a catalog of acceptable uniform clothing articles. Each employee shall be credited $350 per contract year to be used to purchase uniform clothing from the established catalog, this credit allotment shall not carry over into the next contract year.
   - All uniform shirts must bear the College name and logo.
   - The College shall provide each employee an additional shoe allowance of $120 per contract year.
   - As deemed necessary by the College, employees will be provided shop coats, coveralls, rain, and cold weather gear at no cost to the employee.

K. Institutional College Closure Days for year end period and/or Martin Luther King, Jr. Day.

1. Should the College elect to close for the year end period between December 25th and December 31, and/or on the recognized Martin Luther King, Jr. Day in January each year, the following terms will apply:
   - Employees will not be required to use vacation, sick or leave time during the referenced closed year end period and/or Martin Luther King, Jr. Day.
   - Circumstances may arise that the College deems essential to the operations of the institution and that these circumstances may require employees to report to work during the above referenced closed year end period and/or Martin Luther King, Jr. Day.
   - Employees required to report to work during the closed period will receive straight compensatory leave time equivalent to the hours worked on any or all of the days referenced during the closed year end period and/or Martin Luther King Jr. Day.
   - Employees may elect to receive pay, at their regular rate, in lieu of straight compensatory time.
   - This paragraph takes precedence over Article Ill (Hours of Work and Overtime) of the Collective Bargained Agreement during the year end period referenced and Martin Luther King, Jr. Day.
   - All straight compensatory time or straight pay which is earned during the periods referenced must be used or will be paid by the fiscal year end (June 30) of which it was earned.

L. Ten (10) minutes shall be allowed at the end of each shift to lock up tools and wash up.

DECLARATION: The 15-minute break limitation in Article XV.E. will be strictly enforced.

ARTICLE XVI FRINGE BENEFITS

A. **Health Insurance**

The Board shall provide each employee with options in selecting health care coverage, with plan option design as established by the Health Care Coalition and the College.

B. **Life Insurance**

The College will provide each employee with life insurance equal to three (3) times their base salary, rounded to the next thousand dollars. Upon the attainment of age 65, the amount of life insurance will be reduced to 67%. At age 70 the amount of life insurance will be reduced to 45%. At age 75 the amount of life insurance will be reduced to 30%. At age 80 the amount of life insurance will be reduced to 25%. The employee may elect to purchase additional insurance at the rate offered 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 open enrollment periods for each year, with an effective date of January 1st each year. Only non-probationary employees shall be eligible to purchase additional insurance.

C. **Accidental Death and Dismemberment**

Insurance shall be provided for accidental death and dismemberment up to $5,000.

D. **Short-term Sickness and Accident**

The College shall provide Short-term Sickness and Accident Insurance. Disability benefits of 70% of salary may commence after the fifth work day of absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

E. **Long-term Disability**

Monthly income benefits equal to 70% of the employee's basic monthly earnings are paid. The payment will be reduced by certain other periodic benefits to which the employee may be entitled. Benefits shall commence the 14th week of total disability and continue for the period of total disability. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretative bulletin by the Department of Labor, the following shall apply: if disability occurs at age 60 or before, benefits will cease at 65; if disability occurs after age 60, benefits will cease 5 years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for 12 months from the first day of absence supported by medical documentation.

F. **Prescription Allowance**

All employees and their families are eligible for the prescription coverage provided by Article XVI.A.

G. **Tax Sheltered Annuity**

An employee may authorize the College to deduct money from their bi-weekly pay and forward it to a tax-sheltered annuity plan of the list located within the Payroll department.

H. **Tuition Waiver**

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

I. **Workers' Compensation**

The employer shall carry workers' compensation so that an employee disabled from an injury or disease due to their employment may receive medical attention and weekly benefits. Such insurance shall cover all benefits required by the Michigan Workers' Compensation Act. In the event a MCCCOPA employee is entitled to benefits under the Workers' Compensation Act, the employee shall receive the difference between the benefits received under Workers' Compensation and 70% of the employee's current annual contract salary out of their accident and sickness insurance benefit.

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

K. **Tuition Fund**

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

L. **Non-Contributory Investment Plan**

An amount as determined by the following table shall be provided by the College for each employee:

COMPLETED BARGAINING UNIT SENIORITY (YEARS OF SERVICE IN UNIT)	PERCENT OF BASESALARY
Sixth	Two (2) Percent
Seventh	Three (3) Percent
Eighth	Four (4) Percent
Ninth	Five (5) Percent

ARTICLE XVII MANAGEMENT'S RIGHTS

The College, on its own behalf and on behalf of the electors of the College hereby retains and

reserves unto itself, subject to the collective bargaining rights of its Employees with respect to wages, hours, and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this collective bargaining Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the College and its properties and facilities, and the activities of its Employees while they are on duty;
B. To hire all Employees, determine their qualifications, discipline, demote or discharge, and to promote and transfer all such Employees;
C. To make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the District's properties and facilities, and, after advance notice hereof to the Association and the Employees, to require compliance therewith;
D. To determine the number and location of specific work assignments, the equipment and procedures to be used, the level of cleanliness or repair to be maintained, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

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

ARTICLE XVIII TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of July 1, 2025, and shall continue in full force through June 30, 2028, subject to conditions set forth herein. The contract year will be July through June.
B. Either party may give written notice to the other of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.
C. Collective bargaining meetings between the College and MCCCOPA may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the College and MCCCOPA.
D. Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

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

COMMUNITY COLLEGE DISTRICT MACOMB COUNTY COMMUNITY COLLEGE
OF THE COUNTY OF MACOMB OPERATIONAL PERSONNEL ASSOCIATION

For the College:

BY Katherine Lorenzo (Jul 29, 2025 20:06:55 EDT)
Katherine Lorenzo, Chairperson,
Board of Trustees

BY James Sawyer (Jul 18, 2025 16:46 EDT)
James O. Sawyer, President

BY Justin Washington (Jul 18, 2025 09:14 EDT)
Justin Washington, Associate Vice President
Human Resources

BY William Simonson (Jul 17, 2025 14:03 EDT)
William Simonson, Executive Director,
Facilities and Operations

For the Union:

BY Christopher Lane (Jul 16, 2025 13:58 EDT)
Christopher Lane, President

BY Anthony Hackett (Jul 16, 2025 14:23 EDT)
Anthony Hackett, Vice President

BY: Dan Swantek (Jul 16, 2025 14:52 EDT)
Daniel Swantek, Negotiation Team

BY Glen Malinowski (Jul 17, 2025 09:06 EDT)
Glenn Malinowski, Negotiation Team

APPENDIX A - MCCCOPA SALARY SCHEDULES

Effective July 1, 2025, the employees at Levels 1 – 4 will receive a 6% increase, employees at Levels 5 – 7 will receive a 10% increase, and a step if eligible. Effective July 1, 2026, the employees will receive a 3% increase and a step if eligible. Effective July 1, 2027, the employees will receive a 3% increase and a step if eligible.

MCCCOPA 2025-2026 Levels 1-4: 6% Increase Levels 5-7: 10% Increase							
Step	**Level 1**	**Level 2**	**Level 3**	**Level 4**	**Level 5**	**Level 6**	**Level 7**
1	$44,725	$47,067	$49,490	$51,252	$53,871	$56,836	$59,798
2	$47,022	$49,662	$52,274	$54,220	$56,958	$60,008	$63,060
3	$48,554	$51,390	$54,128	$56,199	$59,014	$62,125	$65,236
4	$50,086	$53,120	$55,986	$58,179	$61,072	$64,241	$67,410
5	$51,618	$54,848	$57,840	$60,158	$63,127	$66,354	$69,582
6	$53,151	$56,576	$59,696	$62,136	$65,184	$68,471	$71,756
7	$54,682	$58,306	$61,552	$64,116	$67,242	$70,587	$73,931
8	$56,214	$60,033	$63,406	$66,094	$69,298	$72,702	$76,108
9	$57,747	$61,762	$65,262	$68,073	$71,358	$74,819	$77,470
10	$59,277	$63,492	$67,118	$70,052	$73,414	$76,934	$80,455

MCCCOPA 2026-2027 3% Increase							
Step	**Level 1**	**Level 2**	**Level 3**	**Level 4**	**Level 5**	**Level 6**	**Level 7**
1	$46,066	$48,479	$50,975	$52,790	$55,488	$58,541	$61,592
2	$48,432	$51,152	$53,842	$55,847	$58,667	$61,809	$64,951
3	$50,011	$52,932	$55,752	$57,885	$60,784	$63,988	$67,193
4	$51,589	$54,713	$57,666	$59,925	$62,904	$66,168	$69,433
5	$53,166	$56,493	$59,575	$61,963	$65,021	$68,345	$71,669
6	$54,745	$58,274	$61,487	$64,000	$67,139	$70,525	$73,909
7	$56,323	$60,056	$63,399	$66,040	$69,259	$72,705	$76,149
8	$57,900	$61,834	$65,308	$68,077	$71,377	$74,883	$78,391
9	$59,479	$63,615	$67,220	$70,115	$73,499	$77,063	$79,794
10	$61,056	$65,397	$69,132	$72,154	$75,616	$79,242	$82,869

MCCCOPA 2027-2028 3% Increase							
Step	**Level 1**	**Level 2**	**Level 3**	**Level 4**	**Level 5**	**Level 6**	**Level 7**
1	$47,448	$49,934	$52,504	$54,373	$57,152	$60,297	$63,440
2	$49,885	$52,686	$55,457	$57,522	$60,427	$63,663	$66,900
3	$51,511	$54,520	$57,424	$59,622	$62,608	$65,908	$69,208
4	$53,136	$56,355	$59,396	$61,722	$64,791	$68,153	$71,515
5	$54,761	$58,188	$61,362	$63,822	$66,971	$70,395	$73,819
6	$56,387	$60,022	$63,332	$65,920	$69,153	$72,640	$76,126
7	$58,012	$61,857	$65,301	$68,021	$71,337	$74,886	$78,433
8	$59,637	$63,689	$67,267	$70,119	$73,518	$77,130	$80,743
9	$61,263	$65,523	$69,237	$72,219	$75,704	$79,375	$82,188
10	$62,887	$67,359	$71,206	$74,318	$77,885	$81,619	$85,355

Level 1
Facilities Maintenance Technician
Level 2
Assistant Shipping & Receiving Clerk
Facilities Maintenance Tech/Horticultural Specialty
Facilities Maintenance Tech/Irrigation Specialty
Mail Clerk
Level 3
Facilities Maintenance Tech/Skilled Trades
Facilities Maintenance Tech Multi-Campus
Facilities Maintenance Tech Athletics and Expo Center
Asst. Mechanic
Lead Console Operator
Level 4
Equipment/Facility Repair Roofer
Equipment/Facility Repair Symtron Specialist
Senior Mail Clerk
Shipping/Receiving Clerk
Level 5
Level 6
Building Engineer
Carpenter/Locksmith
Electrician
Grounds Foreman
Operations Foreman
Plumber
Mechanic
Painter, Taper & Wallcovering
Level 7
Chief Building Engineer
Chief Carpenter/Locksmith
Chief Electrician
Chief Plumber
Project Foreman

LETTER OF AGREEMENT
Between
Macomb Community College
And
Macomb County Community College Operational Personnel Association

Macomb Community College (Employer) and Macomb County Community College Operational Personnel Association ("MCCCOPA") are parties to a collective bargaining agreement ("CBA") effective July 1, 2025, through June 30, 2028.

The parties agree to amend the MCCCOPA collective bargaining agreement as noted below. The following language will be added as a second paragraph within Article II.A:

In the event of a tie in seniority between two or more employees with the same seniority date, the last four (4) digits of the employee identification number shall serve as the tiebreaker, with the highest number determining the higher level of seniority.

The terms and conditions of this Letter of Agreement may only be altered in writing by mutual agreement between the parties. This agreement shall not set precedence or past practice for any other matters now pending or that may arise in the future between the College and the Union.

MCCCOPA

Christopher Lane

By: Christopher Lane (Jul 16, 2025 13:59 EDT)

Christopher Lane
MCCCOPA Representative

Date: 07/16/2025

Anthony H

By: Anthony Hackett (Jul 16, 2025 14:16 EDT)

Anthony Hackett
MCCCOPA Representative

Date: 07/16/2025

Macomb Community College

Justin Washington

By: Justin Washington (Jul 17, 2025 09:45 EDT)

Justin Washington
Associate VP for Human Resources

Date: 07/17/2025

William Simonson

By: William Simonson (Jul 17, 2025 13:58 EDT)

William Simonson
Executive Director of Facilities

Date: 07/17/2025

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