AGREEMENT

between the

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

July 1, 2025-
June 30, 2028

TABLE OF CONTENTS

AGREEMENT 3
PREAMBLE 3
RECOGNITION - EMPLOYEES COVERED 3
AUTHORITY OF THE COLLEGE 4
UNION SECURITY AND DUES DEDUCTION 5
STEWARDS AND ALTERNATE STEWARDS 6
SPECIAL CONFERENCES 6
GRIEVANCE PROCEDURE 7
MEDIATION AND ARBITRATION 7
DISCIPLINE AND DISCHARGE 9
WORK PERIODS 9
OVERTIME PAY AND COMPENSATORY TIME 10
LAYOFF AND RECALL 11
PAID TIME OFF 12
HOLIDAYS 14
SENIORITY 15
RETIREMENT 16
NON-COMPENSABLE LEAVES OF ABSENCE 16
COMPENSABLE LEAVES OF ABSENCE 17
FITNESS FOR WORK AND DUTY 17
EVALUATION 18
CONDITIONS OF EMPLOYMENT FOR HIRE OR REHIRE 18
CONTINGENT OFFICERS 19
GENERAL 20
FRINGE BENEFITS 21
SALARY SCHEDULE 23
TERMINATION AND MODIFICATION 24
APPENDIX A – SALARY SCHEDULE 26
INDEX 27
REVISED LETTER OF AGREEMENT

AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2025 between the Community College District of the County of Macomb, hereinafter referred to as the "College," and, Police Officers Labor Council, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This agreement is entered into for the purpose of promotion of harmonious relations between the College and the Union, the establishment of rates of pay, hours of work and other conditions of employment. The parties will adhere to their legal obligations not to discriminate as defined in 20.0.

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

RECOGNITION - EMPLOYEES COVERED

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

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

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

Section 1.3 – No Strike Clause
The Union recognizes that it is the responsibility of the employee to guard and protect the buildings, premises, materials, facilities and property of the College at all times and under all circumstances.

The Union agrees that its members will faithfully discharge their responsibility and during the life of this Agreement, that it will not cause or permit its members to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform the duties assigned to them. The Union further agrees, in the event of any controversy between the College and any other group or organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with orderly operations, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The College reserves the right to discipline (including discharge) any employee who violates this paragraph, except where protected by law. This section shall not be subject to the grievance procedure under this Agreement.

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

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

Section 1.5 - Waiver Clause

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

AUTHORITY OF THE COLLEGE

Section 2.0

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

Section 2.1

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

Section 2.2

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

Section 2.3

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

Section 2.4

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

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

Section 2.5

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and

discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

UNION SECURITY AND DUES DEDUCTION

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

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

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

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

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

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

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

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

STEWARDS AND ALTERNATE STEWARDS

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

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

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

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

SPECIAL CONFERENCES

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

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

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

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

GRIEVANCE PROCEDURE

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

Informal Conference
Any employee having a complaint in connection with their employment shall present it to the College with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with the appropriate supervisor.

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

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

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

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

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

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

MEDIATION AND ARBITRATION

MEDIATION

Section 7.0
If the grievance is not settled in the last step above, the Union representative may submit such grievance to mediation. This submission is to be made within ten (10) days after receipt of the last step answer. 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).

Section 7.1
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.

ARBITRATION

Section 7.2
If the grievance is not settled at mediation, the Union representative may submit such grievance to arbitration. This submission is to be made within thirty (30) days after the mediation meeting. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing.

Section 7.3
The award of the Arbitrator shall be accepted as final and binding on the Union, its members, the employee or employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below and if no fraud, collusion, or duress is present. The Union shall not then, by any other means, attempt to bring about a different resolution of the grievance.

Section 7.4
The fees and expenses of the Arbitrator shall be shared equally by the College and the Union. All other fees and expenses, including administrative fees, shall be assessed according to the Federal Mediation and Conciliation Service.

Section 7.5
It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this Agreement.

Section 7.6
The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator's powers shall be limited to deciding whether the College has violated, misinterpreted, or misapplied any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this agreement shall not be subject to arbitration.

Section 7.7
The Arbitrator shall have no power to establish wage scales or change any wage.

Section 7.8
If the College disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability before hearing the merits of said grievance. If the Arbitrator finds that the grievance is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.

Section 7.9
It is understood and agreed that the interpretation of any policies of insurance or the provisions thereof shall not be subject to binding arbitration.

Section 7.10
An award of back pay shall not extend back more than thirty (30) days prior to the date the grievance was first filed in writing.

Section 7.11
No decision of an Arbitrator in one case shall create a basis for a retroactive adjustment in any other case.

DISCIPLINE AND DISCHARGE

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

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

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

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

WORK PERIODS

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

Section 9.1 – Police Officer Lunch Breaks
Officers shall receive a paid, 30-minute meal period during their shift, taken at a time when operational workload permits. While on break, officers must remain on campus and within their assigned jurisdiction, maintain alertness, and monitor departmental communications, including radio traffic. Officers must be prepared to immediately suspend their meal period and respond to active calls for service if recalled. The scheduling of meal breaks shall not compromise public safety or the efficient deployment of personnel. In limited circumstances, a supervisor may approve an officer's temporary departure from their jurisdiction to retrieve food during an authorized lunch break. It is also understood and agreed that border streets are considered to be “on campus” for purposes of this section.

Section 9.2 - Shift Selection
Police Officers shall make a shift selection annually based on overall departmental seniority. The selection shall be for shift and campus assignment. Selections shall be made in January and take effect with the leave day selection date closest to May 1st. An employee may be required to temporarily change their shift at the discretion of the Chief of College Police or designee. Employees may exchange shifts by mutual agreement and with supervisory approval. All permanent shift openings will be posted for 10 days and shall be filled by seniority. The Chief of College Police or their designee may post subsequent permanent shift openings at any time. Subsequent postings shall be valid for 60 days.

Section 9.3 - Leave Day Selection

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

Section 9.4 - Public Service Officers Scheduling

Public Service Officers (PSOs) shall coordinate with the command officer in charge of scheduling to establish their work schedule, following the same 28-day period used by police officers. Schedules will be set based on operational needs for the upcoming 28-day cycle and must be approved by the command officer in charge of scheduling to ensure proper staffing and public safety coverage.

Section 9.5 – Inclement Weather

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

OVERTIME PAY AND COMPENSATORY TIME

Section 10.0 - Overtime

The College reserves the right to require its employees to work overtime.

Section 10.1 – Equalized Overtime

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

Section 10.2 – Prescheduled Overtime Assignments

Prescheduled overtime is defined as overtime necessary for upcoming events of four hours or more of scheduled shortages in which the need is known in advance and adequate time is available to post the overtime and obtain responses. Pre-scheduled overtime is determined by the needs of the department in excess of currently available shift staffing.

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

Section 10.3 – Overtime as a Result of Non-Approved PTO
If overtime is necessary as a result of a non-approved PTO call, the overtime will be offered to the officers working the preceding shift at the campus where the call affects the staffing. If more than one officer wants the overtime assignment, the overtime will be assigned to the officer with the highest seniority.

If overtime is a result of a non-approved PTO call and no personnel from the preceding shift at the affected Campus wants to work the overtime, the overtime will be offered to personnel from the other campus from the preceding shift. If more than one officer wants the overtime assignment, the overtime will be assigned to the officer with the highest seniority.

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

If the least senior officer from the affected campus is ordered to work overtime following the assigned shift, they will not be ordered to work a consecutive overtime shift on the following day, so that there is a 24-hour period between being ordered to work after their shift for overtime. In these cases, the next member with the lowest amount of seniority who is working from the affected campus shall be ordered to work over.

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

Section 10.5 – Overtime Pay for Police Officers
Time and one-half shall be paid for all time worked in excess of eight hours in any one day and for all hours worked on a designated leave day. Double time shall be paid for all hours worked on a designated leave day which immediately follows a designated leave day which has been worked. Double time shall be paid for all hours worked on a designated leave day which consecutively follows a designated leave day which administrators required the employee to work. When an employee selects to work on the day, double time will not be authorized.

Section 10.6 – Compounding of Overtime
There shall be no compounding of overtime. Compounding refers to counting the same hours twice, once for daily overtime and again for weekly overtime. Overtime is paid on base salary only.

Section 10. 7– Compensatory Time
The employee may have a compensatory bank in the maximum amount of 40 hours (5) days. The compensatory bank may not exceed 40 hours (5) days at any time. Unused compensatory time will be paid at the end of each contract year. All other overtime shall be recorded and paid with the Time Card Plus or other electronic time system.

LAYOFF AND RECALL

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

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

Section 11.2
When the work force is increased after a layoff, employees will be recalled by classification according to seniority. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) days from date of mailing of recall, they shall be considered a quit. If an employee is not recalled within a period of one year, their employment shall be deemed to have terminated.

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

PAID TIME OFF

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

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

a. Nine (9) days (72 hours) of PTO will be frontloaded annually as of July 1. Remaining PTO days in accordance with the chart above will be earned on the basis of months worked as described in 12.1.
b. Employees with grandfathered sick banks may make use of sick bank hours for personal illness.
c. Pre-approval from immediate supervisor is necessary for all PTO requests (unless for reasons defined under the Earned Sick Time Act Policy on MyMacomb). When foreseeable, employees shall provide advance notice to their supervisors. If unforeseeable, employees shall provide notice to their supervisors as soon as practicable.
d. Non-preapproved consecutive leave of more than three (3) days may require appropriate documentation.
e. A minimum of seven (7) consecutive days of eligible employee's annual PTO accrual (Section 12.2;

primary vacation) must be taken in each of the following timeframes: November 1st through April 30th and May 1st through October 31st. A maximum of four (4) leave days can be used adjacent to the seven (7) consecutive approved PTO days. A maximum of six (6) leave days can be used adjacent to ten (10) or more consecutive approved PTO days.

f. An employee may request to opt out of the provision above in writing during the PTO vacation selection period, with the understanding that if the College is not able to schedule an employee's vacation consistent with the College's needs and other employee leaves/vacation requests, the employee is at risk of losing PTO time that exceeds the maximum days carryover.
g. An employee who expresses in writing their intention to retire within a contract year, is not required to take the minimum PTO days as set forth in 12.0.d. above. However, should the employee not separate employment, the minimums set forth in 12.0.d. for each six (6) month timeframe shall be forfeited from the employee who did not separate employment, the minimums set forth in 12.0.d. shall be forfeited from their PTO banks.
h. PTO payment at time of separation will be paid at the percentages listed. For those with the maximum accrual amount at the conclusion of the prior contract year payment will include the maximum accrual amount, plus earned PTO for that contract year based on percentages listed above.
i. PTO time frontloaded and used but unearned at separation may be deducted in any final pay calculation.

Section 12.1

To be eligible for PTO, the employee must be a regular full-time employee and must have completed at least ninety (90) days. During the first ninety (90) days employees will accumulate PTO allowance but may not utilize or be entitled to such leave until completion of 90 calendar days from the initial date of employment with the College or upon rehire, whichever is later, so long as the date of rehire is not within two months of the date of separation.

For employees who need to utilize a PTO prior to the ninety (90) days, the employee will present in writing the request for a PTO day to the Chief of Police. The Chief of Police in conjunction with the head of Human Resources may approve the request. The denial of the request (for reasons other than those prohibited under the Earned Sick Time Act Policy on MyMacomb) is not subject to the grievance process. In accordance with 12.0.a., an employee who works less than one-half of the time in a calendar month will not receive any PTO credit for that month; an employee, who works more than half the month in any calendar month, but less than the full month, shall receive credit for one month. No employee may receive credit for more than twelve (12) months in any calendar year. An Officer shall not be required to make a primary vacation selection pursuant to Section 12.0.d, during their first twelve (12) months of employment.

Section 12.2

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

Section 12.3

Vacations and PTO days will be granted in accordance with the needs of the College maintaining efficiency of operations (unless for reasons defined under the Earned Sick Time Act Policy on MyMacomb).

Section 12.4
If an employee becomes hospitalized or totally disabled and presents a physician's statement that they were under care of a duly licensed physician during their vacation, they may submit an amended report of absence charging the-days to their sick bank and reschedule their vacation at a later date. In the event the disability continues for an extended period of time, the employee may terminate their employment or request a medical leave of absence. Upon their termination or commencement of long duration leave, they will have the option to be paid for any accumulated vacation days earned.

Section 12.5
Upon resignation, an employee will forfeit any accumulated PTO pay unless notice of intent to resign is given at least fourteen (14) calendar days prior to the effective date of resignation.

HOLIDAYS

Section 13.0 – Holiday Pay
Regular full-time employees shall be entitled to receive the day off with pay for the holidays listed in Section 13.1. An employee shall also receive double-time pay for all hours actually worked on a holiday. Should an employee be required to work a second consecutive shift on a holiday, the employee shall receive double time for the second shift worked. These payments are not subject to 10.1 and 10.2. Employees will receive a maximum of eight (8) hours holiday pay for each holiday.

The College will be closed for the year end period between December 25 and December 31 and on the recognized Martin Luther King Jr. Day. This does not preclude an faculty member or an administrator from having access to their respective office and/or classroom if they deem it necessary. Administrators will not be required to use sick or PTO leave for days closed during this year end period.

POLC members who work during the above referenced closed year end period or Martin Luther King Jr. Day will receive straight paid time equivalent to the hours worked on any and all of those days closed.

It is agreed that the College reserves the right to re-open during the year end period between December 25 and December 31 and/or Martin Luther King Jr. Day at their discretion.

Section 13.1

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

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

Section 13.3 – Compensation for Working on Easter
Employees who are required to work on Easter Sunday shall receive double time pay for all hours actually worked (not subject to 10.1 and 10.2).

Section 13.4 – Consecutive Holidays
Unless voluntarily scheduled, no employee will be forced to work Christmas Eve and Christmas Day

consecutively or New Year's Eve and New Year's Day consecutively.

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

SENIORITY

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

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

Section 14.2
Notwithstanding Section 14.0 above, the Union shall not represent probationary employees in cases of discipline or discharge unless the probationary employee is disciplined or discharged as the result of Union activity.

Section 14.3
1. Seniority is defined as continuous full-time employment in rank with the Macomb Community College Police Department.
2. Seniority shall be established without discrimination as defined in 20.0.
3. The College will keep the seniority list up to date and available electronically upon request.
4. Departmental seniority shall be used annually for shift and campus selection. All subsequent scheduling or assignments will follow the campus seniority except for prescheduled overtime which is done by the equalized overtime list as described in Section 10.1 – Equalized Overtime.

Section 14.4
An employee shall lose their seniority for the following reasons only:
1. They quit, retire, or receive a pension under the Retirement System.
2. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. They are absent for any three (3) consecutive working days without properly notifying the College. After such unreported absence, the College will send written notification to the employee by certified mail at their last known address that because of their unreported absence, they are considered to have resigned (voluntary quit) and are no longer in the employ of the College. Exceptions shall be made upon the employee producing convincing proof of their inability to give such notice.

Section 14.5 - Promotions
The Chief will submit to the College's applicant tracking system Sergeant promotion vacancies as an internal posting. For internal postings, promotion to the rank of Sergeant shall be restricted to those members within the Bargaining Unit with the rank of Police Officer who have eight (8) years of service as a police officer or two years of a sergeant or higher-level ranking position and completed at least three months of the one-year

probation period at Macomb Community College. If there are no candidates for the internal posting or the posting is not successful, the College will close the internal posting and externally repost the vacancy allowing all internal bargaining members to apply for the external posting.
For the interview process for promotion to Sergeant, there will be an Oral Board consisting of the Chief of Police, commander, lieutenant(s) and one member from the Public Safety Institute Leadership. After the position has been filled, all officers interviewed shall have the right to meet with a designated member of Human Resources and/or the Chief of Police to discuss their results.

Section 14.6
For the first ninety (90) days from the date of assignment to a supervisory position, an employee may upon request voluntarily return to the bargaining unit in line with their accumulated seniority.

RETIREMENT

Section 15.0
Employees will be enrolled in the Michigan Public Schools Employee Retirement System (MPSERS).

NON-COMPENSABLE LEAVES OF ABSENCE

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

Section 16.1- Maternity/Child Care Leave

Upon written request to the head of Human Resources or their designee, an employee who is an expectant parent or who adopts a child shall be granted a Leave of Absence. Request for Maternity/Child Care Leave will be submitted no later than thirty (30) calendar days prior to the beginning of the requested leave. However, an employee may request the leave along with a licensed Physician's Statement attesting to the need for such leave immediately. All practices and policies shall conform to applicable state and federal laws. An employee on Maternity/Child Care Leave may return to duty after birth of the child, upon presentation of a Physician's Certificate that the employee can return without detriment to their health. The returning employee shall advise the head of Human Resources thirty (30) calendar days before they expect to return to College employment.

Section 16.2 – Military Leave
Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

1. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks.
2. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
3. Employees within the Bargaining Unit who shall be inducted into the Armed Forces of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said

military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

Section 16.3 – Jury Duty

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

Section 16.4 - Conditions of Leaves

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

Section 16.5 – Medical Leave

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

COMPENSABLE LEAVES OF ABSENCE

Section 17.0 – Funeral Leave

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

FITNESS FOR WORK AND DUTY

Section 18.0 – Fitness for Work

The employee may be required to provide a statement from a physician 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, 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 property the duties of their position. The employee shall have the right to appeal the findings of such examination and submit findings from a physician of their choice at their expense. If there is a dispute between the findings of the two (2) physicians, the employee shall have the right to request an examination at Henry Ford Hospital or the University of Michigan Hospital, the costs of such examination to be shared equally by the College and the individual employee. The results of this third examination shall be binding upon the employee, the Association, and the College.

Management reserves the right to reassign and/or return an employee to light duty work in the instance of work-related injuries. In the case of personal injury or illness the College will review the employee's ability to return to work under the guidelines of the ADA (Americans with Disabilities Act).

Section 18.1 – Fitness for Duty

A. Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.
B. When Human Resources has a reason to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo examination by the College selected medical professional for purposes of evaluating their fitness for duty.
C. If an employee is required to undergo examination or testing on duty time, the employee shall not suffer a loss in pay. At the discretion of the College the employee may be placed on administrative leave with pay pending the outcome of the examination and review of the medical report.
D. If the employee is found to be unfit for duty the employee will be immediately placed on a Medical leave of absence. Should the employee wish to challenge the employer's fitness for duty exam the employee may submit medical documentation to the employer of their fitness for duty. If a third opinion is deemed necessary, the costs shall be the responsibility of the employer. The third opinion shall be mutually agreed by both parties and shall be considered to be final and shall be binding on the employer and the employee.
E. For psychological evaluation third opinions the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by a competent law enforcement psychologist.
F. All requests for a Fitness for Duty evaluation will be reviewed by the head of Human Resources or designee prior to sending an officer for an evaluation.

EVALUATION

Section 19.0 – Evaluation

The Macomb Community College Police Department shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The Department will evaluate employees in a non-discriminatory manner based upon job-related factors specific to the employee's position, without discrimination as defined in Section 20.0. Employees will be subject to an annual performance evaluation. The Department reserves the right to develop and revise the evaluation tool as long as it does not conflict with the collective bargaining agreement.

CONDITIONS OF EMPLOYMENT FOR HIRE OR REHIRE

Section 20.0 - Discrimination

All positions shall be filled without discrimination or preference in accordance with the Equal Opportunity/Non-Discrimination, Anti-Harassment, Title IX, Disability Accommodation, Anti-Fraud and Non-Retaliation/Whistleblower Policy on MyMacomb.

Section 20.1 - Posting for Position

When the College determines a position will be filled; the head of Human Resources or their designee shall prepare, publish and distribute to the Union, all postings in the Bargaining Unit. Except in emergencies, postings shall remain open for minimum of five (5) calendar days. An emergency shall be defined as any posting that must be filled in less than five (5) calendar days subject to the approval of the head of Human Resources or their designee and notice to the Union.

Section 20.2
Persons selected for training to become a Police Officer must agree in writing to remain in the employ of the College as a Police Officer for a minimum of two years following certification. Breach of this Agreement will result in liability for the actual cost of their training and the coverage of their positions during training.

CONTINGENT OFFICERS

Section 21.0 - Contingent Officer Classification
The College will employ persons in a Contingent Police Officer job classification. The Contingent Police Officers may work up to an average of 28 hours per week. The Contingent Police Officers will only have the benefits available to them as outlined in Article 21 and Appendix A and those as required by all applicable laws.

Section 21.1 - Application to Position
Individuals will need to apply for the Contingent Police Officer positions. For current police officers they must have been employed with the College for at least five years. Internal candidates will have priority over external candidates for consideration of Contingent Police Officer positions. Employees who departed from the College in good standing (defined as: no disciplinary action in the employee's HR personnel file within two years of their departure and not having been terminated from the College) will be considered internal candidates for up to two (2) years after the date of the employee's departure from the College.

Section 21.2 - Hours of Work
The work week and hours of work of Contingent Officers is at the discretion of the College and shall be determined by the Chief of Police based on operational need.

Section 21.3 - Duration of Employment
A Contingent Officer shall be employed at the will of the College for an indefinite period and may be terminated at any time at the sole and exclusive discretion of the College.

Section 21.4 - Employment Opportunities
After one-year continuous employment, a Contingent Officer working under this Addendum Agreement shall be permitted to apply for the Police Officer position vacancy in the bargaining unit under the same terms and conditions as regular bargaining unit members, including serving a full probationary period. The Contingent Officer may apply for the rank of Police Officer but they cannot return to the rank of Contingent Officer unless there is an agreement by the Chief of Police and the head of Human Resources.

Section 21.5 - Salary and Benefits
An hourly wage will be calculated by dividing the annual wage by the number of work hours for the year. If a current Macomb Campus Police Officer becomes a Contingent Officer, or if a previously employed Macomb Campus Police Officer is rehired within 2 years of their separation from the College, as a contingent police officer, they will receive the same step they maintained when employed as a full time Macomb Campus Police Officer. Those hired outside of the established parameters above will be placed at Step 1 of the Contingent Officers salary scale upon hire. A Police Officer who becomes a Contingent Officer will only receive the benefits as outlined in Article 21.

Contingent Officers will be granted 1 hour of sick leave for every 30 hours worked. Carryover is allowed up to a max of 72 hours. Part-time employees are limited to a maximum usage of 72 hours per year. Part-time employees will not receive payout of unused sick leave upon separation of employment.

Section 21.6 - Association Membership/Service Fee Obligations
Employees hired as Contingent Officers may tender the fee and become members of the Association or may pay a service fee as determined by the Association in accordance with state and federal law. In accordance with the terms of the Authorization Form, and to the extent the laws of the State of Michigan permit, the Colleges agrees to deduct the Union membership dues levied in accordance with the Constitution and By-laws of the Union, or the applicable service fees, from the pay of each employee who executes the Authorization Form.

Section 21.7 – Representation
POLC shall be entitled to represent employees hired under this collective bargaining agreement for the purpose of enforcing the clear and express terms of this Article only. Grievances arising under and during the life of this collective bargaining agreement and which pertain to the interpretation, application and alleged violation of these express terms and conditions of this Article, may be processed under the Grievance Procedure of the Collective Bargaining Agreement.

Section 21.8 – Layoff
In the event of a reduction in force for any reason, Contingent Officers will be laid off first, before any bargaining unit members.

Section 21.9 - Number of Officers
The College will limit the Contingent Officers to two individuals.

Section 21.10 - Management Rights
The management rights apply.

GENERAL

Section 22.0 – Records of Service
The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance. The employee shall have access to their personnel file in accordance with applicable law.

Section 22.1 – Bulletin Board
The College will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the College. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union. The Union shall promptly remove from such Union bulletin boards, upon the request of the College, any material which is detrimental to the Union-College relationship.

Section 22.2 – Minimum Rest Periods
Employees shall normally be granted a minimum rest period of eight (8) hours before having to report to duty.

Section 22.3 – Special Assignments
When the department identifies the need for a special assignment, a job posting will be issued to all personnel, which will include the details of the special assignment. Officers formally appointed to a

designated special assignment will receive a monthly stipend of $100.00, contingent upon their active participation in the assignment. This stipend does not modify or replace any existing job responsibilities or duties outlined in the officer's standard job description. Any overtime associated with this special assignment is not subject to equalized overtime requirements.

Selection for a special assignment will be based on the overall qualifications required for the role. In cases where candidates are equally qualified, seniority will serve as the determining factor.

Section 22.4
In discharging work responsibilities, each employee shall diligently and to the best of their ability, carry out all assignments, directions, and responsibilities, and comply with all policies, procedures, rules and regulations, orders and practices of the College and the provisions of this Agreement.

FRINGE BENEFITS

Section 23.0
The College will meet with the Union prior to selecting a different carrier for health, dental, and optical insurance.

Section 23.1 – Medical Care Plan
Health Insurance: The Board of Trustees shall provide each employee health care coverage, with the following plan option designs as established by the Health Care Coalition and the College.

- A PPO option with a prescription drug rider. The plan design will be developed by the Health Care Coalition and College.
- A High Deductible Health Care Plan option. The plan design will be developed by the Health Care Coalition and the College.

Other options may be offered if the Health Care Coalition and the College agree. The agreement will be subject to the requirements of Public Act 152.

Section 23.2 -- Life Insurance
The College shall provide life insurance at double the amount of the employee's annual salary, computed to the next thousand dollars. The amount of life insurance will be reduced upon attainment of certain age levels in accordance with the policy. For details regarding age reductions, contact HR Benefits. The employee may elect to purchase additional insurance at the rate offered by the College, provided that any additional insurance shall be in units of ten thousand dollars ($10,000) subject to limitations imposed by the carrier, and that enrollment shall be limited to the open enrollment periods each year, with an effective date of January 1st each year. Only non-probationary employees shall be eligible to purchase additional insurance.

Section 23.3 – Accidental Death and Dismemberment
The College shall provide insurance for accidental death and dismemberment up to $10,000 for each full-time employee. The amount of accidental death and dismemberment insurance will be reduced upon attainment of certain age levels in accordance with the policy. For details regarding age reductions, contact HR Benefits.

Section 23.4 – Short-Term Sickness and Accident
The College shall provide each full-time employee Short-Term Sickness and Accident Insurance. Disability benefits of 70% of salary may commence on the sixth (6th) day of absence from work because of illness, accident, or hospitalization. Benefits continue through the thirteenth (13th) week or end of disability, whichever occurs first. Individuals must utilize PTO first for the first (5) days of absence. If there are no PTO days or not enough PTO days remaining, the compensatory bank will be utilized for the first (5) days.

Section 23.5 – Long Term Disability
Monthly income benefits equal to seventy percent (70%) of the employee's basic monthly earnings are paid, subject to a maximum benefit of $3,600. The payment will be reduced by certain other periodic benefits to which said employee may be entitled (as set forth in the policy of insurance). Such benefits for total disability shall commence with the fourteenth (14th) week of disability and shall continue for the period of total disability. In accordance with the 1978 Age Discrimination in Employment Act amendments and final interpretative bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at age 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve months.

Section 23.6 – Deferred Compensation Plan
Deferred compensation plan(s) selected by an employee shall be made available to the employee at their option, the cost of which shall be paid by the employee.

Section 23.7 – Worker's Compensation
The College shall carry worker's compensation so that an employee disabled from an injury or disease due to their employment may receive medical attention and weekly benefits. Such insurance shall cover all benefits required by the Michigan Worker's Compensation Act. In the event an employee is entitled to benefits under the Worker's Compensation Act, the employee shall receive the difference between the employee's current annual contract salary out of their accident and sickness insurance benefit.

Section 23.8 – Vision Care Insurance
The College shall provide optical insurance for all employees and their eligible dependents with a plan option design as developed by the Health Care Coalition.

Section 23.9 – Tuition Waiver
The College shall provide employees and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

Section 23.10 - Tuition Fund
A sum of money not to exceed three thousand dollars ($3,000) per year shall be provided by the Board to reimburse employees for the cost of tuition for credit courses taken at accredited institutions of higher education which are successfully completed. Upon proof of satisfactory completion of a course 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.

Tuition reimbursements will not be made to Union members who were not employed at the beginning or end of the semester for which tuition is being requested. Upon request by the Union President, a complete list of tuition fund requests, payments, and fund balance will be provided to the Union no later than March 1st of each contract year.

Section 23.11 – Dental Insurance
The Board shall provide dental insurance for all employees and their eligible dependents with a plan option design as developed by the Health Care Coalition.

Section 23.12 – Uniform Cleaning Allowance
On July 1 of each year, employees shall receive a uniform cleaning allowance of $850. Employees who are on short-term or long-term disability leave shall have the uniform cleaning allowance prorated to 1/12 of the amount for each month worked.

Section 23.13 – Liability Insurance
The College shall provide Professional Liability Insurance covering services rendered during the course of employment.

SALARY SCHEDULE

Section 24.0
The Salary Schedule shall be established in Appendix A and no new employee shall be hired except in Accordance with the provisions of this schedule or Article 21 – Contingent Officers.

Section 24.1
Employees required to begin their day before 7:00 a.m. or after 3:00 p.m. shall receive a shift differential of $1.50 per hour for those hours actually worked before 7:00 a.m. or after 3:00 p.m. There shall be no compounding of overtime.

Section 24.2
The Chief of College Police will conduct an annual evaluation of departmental needs to identify the kind and number of required specialized training certifications needed. The selection of officers with the specialized training certifications will be based upon departmental seniority. The Chief of Police shall notify Human Resources of employees eligible for these premiums. Each employee must submit supporting documentation to Human Resources for inclusion in their personnel file.

Employees who are certified as Emergency Medical Technicians (EMT) shall receive a premium of $750 per annum, and Range Instructors shall receive a premium of $1,000, payable on July 1 of each year.

Employees who hold any other approved certificate of special training shall receive a premium of $500 per annum, payable on July 1 of each year, subject to being identified as an approved certificate that is actually needed and being selected as set forth below, with the exception of Field Training Officers (FTO), who in lieu of a training certificate payment, shall receive their regular base hourly rate plus an additional 10% base hourly pay differential for all hours worked while directly assigned to train a probationary officer.

Employees on short-term or long-term disability leave shall have the premiums prorated at 1/12 of the annual amount for each full month worked.

Section 24.3
Any employee who has completed (10) years of full-time service at the College shall receive $1,200 as longevity pay on the first pay date following the month in which their anniversary occurs.

Section 24.4 – Non-Contributory Investment Plan
An amount as determined by the following table shall be provided by the College for each employee covered by this Agreement:

Years on College payroll as a full-time employee	Percent of base salary
Beginning of: 5th year	1.5%
Beginning of: 6th year	1.5%
Beginning of: 7th year	3.25%
Beginning of: 8th and each succeeding year	4.25%

TERMINATION AND MODIFICATION

Section 25.0
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.

Section 25.1
Either party may give written notice to the other party of its desire to negotiate no later than sixty (60) days prior to the expiration of this Agreement.

Section 25.2
Collective bargaining meetings between the College and the Union may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the College and the Union.

Section 25.3
Any amendments that may be agreed upon during the life of this Agreement shall become and be a part of this Agreement without modifying or changing any terms of this Agreement.

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

COMMUNITY COLLEGE COUNCIL DISTRICT OF THE COUNTY OF MACOMB

Katherine Lorenzo (Jun 30, 2025 11:15 EDT)

Katherine Lorenzo, Chairperson,
Board of Trustees

James Sawyer (Jun 30, 2025 13:22 EDT)

James O. Sawyer, President Macomb Community College

Justin Washington (Jul 1, 2025 10:39 EDT)

Justin Washington, Associate Vice President for Human Resources

William Leavens (Jul 1, 2025 12:44 EDT)

William Leavens, Chief of College Police

POLICE OFFICERS LABOR COUNCIL

Glenn Brymer (Jun 27, 2025 06:59 EDT)

Glenn Brymer, President POLC

Robert Figurski (Jun 30, 2025 10:47 EDT)

Rob Figurski, Representative
Police Officers Labor Council

Kenneth Marsee (Jun 30, 2025 10:54 EDT)

Kenneth Marsee, Negotiation Team

APPENDIX A – SALARY SCHEDULE

A. Effective July 1, 2025, the attached wage schedule pursuant to Section 24 Compensation (below) will replace the wage schedule that is part of the agreement July 1, 2022 to June 30, 2025. July 1, 2025, six percent (6%) increase plus step; July 1, 2026, four percent (4%) increase plus step; July 1, 2027, three percent (3%) increase plus step.

B. Appendix A - Salary Schedule

The salary schedule shall be as follows:

Year 1 – 6% plus step
7/1/2025 - 6/30/2026

	Step 1	Step 2	Step 3	Step 4
PO	$ 58,206	$ 60,934	$ 63,663	N/A
PSO	$ 38,726	$ 41,202	$ 44,100	$ 48,231
CO	$ 29,103	$ 30,467	$ 31,831	N/A

Year 2 - 4% plus step
7/1/2026 - 6/30/2027

	Step 1	Step 2	Step 3	Step 4
PO	$ 60,534	$ 63,371	$ 66,209	N/A
PSO	$ 40,275	$ 42,850	$ 45,864	$ 50,160
CO	$ 30,267	$ 31,686	$ 33,105	N/A

Year 3 - 3% plus step
7/1/2027 - 6/30/2028

	Step 1	Step 2	Step 3	Step 4
PO	$ 62,350	$ 65,273	$ 68,195	N/A
PSO	$ 41,483	$ 44,136	$ 47,240	$ 51,665
CO	$ 31,175	$ 32,636	$ 34,098	N/A

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

INDEX

Accidental Death & Dismemberment	21		Overtime Pay and Comp Time	10-11
Agreement	3		Overtime Pay for Police Officer	11
Appendix A, Salary Schedule	26		Overtime Pay for Public Service Officers	11
Arbitration	8-9		Overtime Prescheduled Assignments	10
Authority of the College	4		Overtime Compounding	11
Bulletin Board	20		Overtime, Special Assignments	20-21
Certification Premium	23		Paid Time Off	12-14
Class Action Grievance	7		Paid Time Off (Eligibility)	12
Compensable Leaves of Absence	17		Posting of Position	18
Compensatory Time	11		Preamble	3
Conditions of Employment	18-19		Prescription	21
Condition of Leaves	17		Probation	15
Dental Insurance	22		Promotions	15
Discipline and Discharge	9		Recall	11-12
Discrimination	5,15,18		Recognition	3-4
Dues Deduction	5-6		Records of Service	20
Eligibility for Leaves	12		Resignation (Vacation Pay)	14
Fitness for Work	18		Retirement	16
Fringe Benefits	21-23		Seniority (Conditions of Leave)	17
Funeral Leave	17		Seniority (Definitions)	15
General	20		Seniority (Jury Duty)	16
Grievance Procedure	7-9		Seniority (Layoff and Recall)	11-12
Grievance Procedure (Informal Conference)	7		Seniority (Leave Day Selection)	10
Holidays	14-15		Seniority (List)	15
Holidays (During PTO/Vacation)	14		Seniority (Loss of Seniority)	15
Holidays (Compensation for Working Easter)	14		Seniority (Military Leave)	16
Holidays (Consecutive Holidays)	14		Seniority (Non-Discriminatory)	15
Inclement Weather	10		Seniority (Overtime Non-Approved PTO)	11
Insurance	21-23		Seniority (PTO Earned)	12
Jury Duty	17		Seniority (PTO Primary Vacation Pick)	13
Layoff and Recall	11-12		Seniority (Probation)	15
Leave Day Selections	10		Seniority (Shift Selection)	15
Leaves of Absence	16-17		Seniority (Vacation)	13
Life Insurance	21		Severability Clause	3
Liability Insurance	23		Shift Selection	9
Light Duty Status	17		Short-Term Sickness and Accident	21
Longevity Pay	23		Sick Bank	12,14
Long-Term Disability	21-22		Special Assignments	20-21
Lunch Breaks	9		Special Conferences	6
Maternity/Child Care Leave	16-17		Stewards and Alternate Stewards	6
Medical Care Plan	21		Termination and Modification	24
Military Leave	16-17		Tuition Reimbursement	22
Minimum Rest Periods	20		Uniform Cleaning Allowance	23
No Strike Clause	3		Union Security	5-6
Non-Contributory Investment Plan	24		Vacations	12-14
Non-Compensable Leaves of Absence	16-17		Vision Care Insurance	22
Normal Work Day	9		Waiver Clause	4
Normal Work Day (Public Service Officers)	9		Work Assignments	4
Overtime	10-11		Work Days (Grievances)	7
Overtime Equalized	10		Work Periods	9-10
Overtime Non-Approved PTO	11		Worker’s Compensation	22