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6/30/99

AGREEMENT BETWEEN THE BOARD OF TRUSTEES  
OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 547 - 547A - 547B - 547C - 547E - 547H, AFL-CIO

THE UNION FOR FOOD SERVICE EMPLOYEES

July 1, 1995 - June 30, 1999

*Schoolcraft Community College*

5/1/2018

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THE UNION FOR FOOD SERVICE EMPLOYEES

This Agreement entered into this 1st day of July, 1995 by and between the Board of Trustees of Schoolcraft Community College District, hereinafter sometimes referred to as the "Board" and the International Union of Operating Engineers, Local 547 - 547A, - 547B - 547C - 547E - 547H, AFL-CIO for the Food Service Employees, hereinafter sometimes called the "Union."

PREAMBLE

WHEREAS the parties have a mutual obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain in good faith with respect to hours, wages, and working conditions for personnel represented by the Union, such personnel being fully described in Article I hereof, and

WHEREAS the parties following extended and deliberate negotiations, have reached mutual agreement.

IN CONSIDERATION OF the mutual covenants, it is hereby agreed as follows:



## ARTICLE I

### UNION RECOGNITION, UNION SECURITY, CHECK-OFF

#### A. Union Recognition

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent, as defined in Act 336 of the Michigan Public Acts of 1947, as amended, for the employees covered by this Agreement for the purpose of collective bargaining with respect to hours, wages and conditions of employment.
2. The term "employee" as used herein shall include those classifications as listed in Exhibit B. This definition shall exclude all executive, office/clerical, classified, professional, and supervisory employees.

#### B. Union Security

1. It shall be a condition of employment that all regular status employees of the Board covered by this Agreement, who normally work twenty (20) or more hours per week, shall either become members in good standing of the Union or shall pay to the Union a service fee equivalent to the amount of dues uniformly required of the membership of the Union. It shall also be a condition of employment that all employees covered by this Agreement who normally work twenty (20) or more hours per week and hired on or after its effective date shall on or before the ninety-first (91st) day following the beginning of such employment, either become members in good standing in the Union or shall pay to the Union a service fee equivalent to the amount of dues uniformly required of the membership of the Union.
2. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
3. In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.
4. Either party to the Agreement shall have the right to re-open negotiations on matters pertaining to Union Security by giving the other party thirty (30) days written notice when the laws applicable thereto have been changed.

#### C. Check-Off

1. The board shall deduct from the wages of each employee covered by this agreement, and remit to the Union, on or before the 15th of each month, dues uniformly required from the previous calendar month as a condition of membership in the Union.
2. Payroll deductions will be made only in such cases where the employee files with the Board proper written authority to do so.

## ARTICLE II

### PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Board and the employees covered hereby, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

## ARTICLE III

### BOARD RIGHTS

Subject to the terms of this Agreement, and as modified by specific terms, the Board retains all rights and powers to manage the College and control its business, its equipment, and its operations and to direct the work force and affairs of the College.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Adopt and enforce reasonable rules and regulations it considers necessary or advisable for the size, effective and efficient operation of the College.
2. Direct the work force - including the right to hire, promote, lay off, assign work, and determine the size of the work force.
3. Determine the size of the management and/or supervisory organization, its functions, and authority.
4. Determine the policy affecting the selection and training of employees.

The Union recognizes these management rights and responsibilities as conferred by the Public Acts and the Constitution of the State of Michigan and agrees that the exercise of the foregoing by the Board, with the adoption of policies, rules, regulations 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.

## ARTICLE IV

### DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the College and presented to all Food Service personnel now employed or hereafter employed by the College.

## ARTICLE V

### BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

## ARTICLE VI

### SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

- A. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Union.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.



Article VI Continued

- C. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE VII

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, sex, age, handicap or national origin.

ARTICLE VIII

JURISDICTION

- A. Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation, or in cases of emergency.
- B. The provisions of this Agreement shall not be applicable to Schoolcraft College students. Culinary Arts students, as part of their instruction and who are unpaid, may be used in any capacity beneficial to their instruction. Students, who are employed and paid, who are performing bargaining unit work in excess of one hour will perform duties only in the lowest pay classification unless mutually agreed to by both parties. The employment of students, or the use of culinary arts students, shall not result in the termination or reduction of hours of any employee now or hereafter employed in a classification subject to this Agreement.

ARTICLE IX

REPRESENTATION

- A. The Union may elect one (1) regular employee of the College as its chief steward. The Union shall have the right to have an alternate representative to serve in the place of the chief steward when the chief steward is absent. The Union shall notify the College in writing of the names of such persons.
- B. The chief steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisors. This privilege shall not be abused.
- C. During his/her term of office, the chief steward shall be deemed to head the seniority lists for the purposes of shift preference, layoff, and recall only; provided, he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.
- D. The Union may conduct one (1) union meeting per month at the end of the normal day shift, and each union member who works an extended shift, or a shift other than days, shall be

Article IX, Section D Continued

excused from work to attend, without loss of pay. The Union shall notify the College one week in advance of these meetings in order to allow for the arrangement of schedules.

- E. The union shall be afforded the use of two (2) days or sixteen (16) hours per year of this labor agreement to be used for official union business. These days shall no be accumulative beyond this contract. Application for use of these days shall be forwarded to the Personnel Office, with a copy to the Director of Food Service, and use of the days shall be contingent upon availability of coverage for the department functions.

ARTICLE X

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall it result in the reduction of the present work force, nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE XI

HOURS AND WORK WEEK

A. Work Hours

- 1. The regularly scheduled work week of a full-time employee shall consist of forty (40) hours beginning at 12:00 a.m. Monday and ending one hundred sixty-eight (168) hours thereafter.

The work week of a part-time employee shall consist of between twenty (20) and forty (40) hours beginning at 12:00 a.m. Monday and ending one hundred sixty-eight (168) hours thereafter.

- 2. The normal work day shall include a paid lunch period and/or rest periods as specified in section B.
- 3. It is recognized that the hours of the Snack Bar attendant may be ten (10) hours per day, four (4) days, or forty (40) hours per week. Overtime shall be computed for all hours over ten (10) per day and forty (40) per week and shall be at the prescribed overtime rate.

- B. Lunch and/or rest periods shall be allocated at a time designated by the Board according to the following formula:

Over 2 Hours, but less than 5 hours. . . . .	1 - 15 min. rest period
5 Hours, but less than 7 Hours . . . . .	1 - 30 min. lunch, 1 - 15 min. rest period
7 Hours or more . . . . .	1 - 30 min. lunch, 2 - 15 min. rest periods

The lunch and rest periods shall not be consecutive with one another nor with starting or quitting times unless approved by the employer.

Article XI Continued

C. Overtime:

1. Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period or for all time worked in excess of forty (40) hours in one week for which overtime has not already been earned.
2. Whenever an employee is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate classification rate or a minimum of three hours pay at the appropriate overtime rate (time and one-half) whichever is greater.
3. An overtime roster will be posted and maintained by the Steward. Overtime shall be divided and rotated as equally as possible according to seniority, provided the affected employees are qualified to perform such work.
4. Employees refusing overtime will be charged with the hours refused for purposes of overtime equalization.

D. Part-Time Additional Hours

Should Management determine that additional hours are available which could be filled by a part-time employee who is not otherwise scheduled, such hours will be offered based upon seniority.

E. Special Events

1. All events falling outside of the regular work hours of the cafeteria are designated as "Special Events."
2. Special Event hours shall not be considered when calculating vacation, sick leave, or other benefit eligibility.
3. All employees of the Bargaining Unit when working Special Events, shall be classified as Special Events employees and paid \$7.31 per hour at time and one-half (\$10.96) for the hours worked. Effective July 1, 1996 the rate shall be \$7.54 per hour at time and one-half (\$11.31). Effective July 1, 1997 the rate shall be \$7.76 per hour at time and one-half (\$11.64). Effective July 1, 1998 the rate shall be \$7.99 per hour at time and one-half (\$11.98).
4. A minimum of three (3) hours work shall be guaranteed. Employees working: four (4) hours shall be granted a fifteen (15) minute break; five (5) hours shall be granted an additional one-half (1/2) hour break; seven (7) hours shall be granted an additional fifteen (15) minute break. Whenever possible, and if time permits, a break shall be taken after the set up. Food will be provided.
5. The employer shall, whenever possible, notify the Union Steward weekly of special events scheduled for the upcoming week and shall discuss with the Steward the number of employees necessary to work such events.
6. Hours worked on Special Events shall be divided as equally as possible among bargaining unit employees and bargaining unit employees shall be offered the assignment prior to non-bargaining unit employees. Employees refusing a special events assignment will be charged for the hours refused for a determination of equality of hours. A special events roster will be posted and maintained.

Except in extenuating circumstances, all bargaining unit and on call employees working a special event shall be expected to work until all Special Event work is complete. Extenuating circumstances which prevent a worker from continuing throughout the evening shall be considered prior to the beginning of the event.

Article XI, Section E Continued

Should there be a need by Management to reduce the size of the work force during a Special Event, the first dismissed shall be the last employed for the event.

7. A supervisor will not be assigned to perform bargaining unit work at Special Events.
8. Activities identified as being instructional in nature shall be staffed at the sole discretion of the Assistant Dean or his/her designee, but it is understood that: a) food preparation shall be the work of the chef-instructors and unpaid students; b) clean-up shall be the work of Food Service employees; c) event set-up shall be the work of unpaid students supported by Food Service employees; and d) service shall be the work of unpaid students supported by Food Service employees and paid students.

Among these instructional functions are:

- Gourmet Club functions
- Sit-down Table Service functions
- Founders Room functions
- American Harvest Restaurant functions
- Major Buffet Dinners (Board of Trustees and Foundation Dinners)
- Specific request for Culinary Arts
- Additional events necessitated through curricular changes.

F. Emergency Closing

1. If it becomes necessary for the President or his/her designee to close the College for any reason, those employees who were regularly scheduled to work shall not report to work but shall receive compensation at their regular rate for the hours they were scheduled to otherwise work but for the closing. Employees scheduled for personal business, sick leave or vacation shall be paid as above without having a day deducted from any bank.
2. Should the Supervisor require any employee to work despite the closing of the College, that employee shall receive, in addition to the compensation set out in subparagraph one (1), his/her regular rate of pay for all hours actually worked.

ARTICLE XII

SENIORITY

- A. Employees shall be regarded as probationary employees the first ninety (90) days of active employment. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- B. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.
- C. Employees shall be laid off, recalled, or reassigned according to their seniority. An employee on scheduled layoff shall have the right to displace a lesser seniority employee.
- D. An employee will lose his/her seniority for the following reasons:
  1. He/she resigns.
  2. He/she is discharged for cause.

Article XII, Section D Continued

3. Layoff
    - a. If he/she has less than five (5) years of seniority and is laid off for a period of twelve (12) months.
    - b. If he/she has five (5) or more years of seniority and is laid off for a period of twenty-four (24) months.
  4. Failure to return from a leave of absence.
  5. After being on long-term disability for twenty (20) months.
- E. Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.
- F. The seniority of any employee promoted to a supervisory position outside the bargaining unit shall be frozen as of the date of such promotion or assignment and said employee shall no longer accumulate seniority as long as he/she remains in said supervisory capacity.
- Employees assigned to a higher classification may return to the lower classification without prejudice at any time within a period of ninety (90) days from date of assignment.
- G. There shall be no bumping rights except in the event of:
1. Layoff.
  2. Return from approved leaves of absence.
- H. Seniority shall accrue when an employee is on military leave or Union office leave but shall not accrue while an employee is on any other type of leave of absence.

Seniority shall accrue while an employee is being paid sick leave or short-term disability benefits. An employee on long-term disability shall continue to accrue seniority for twenty (20) months.

ARTICLE XIII

TRANSFERS AND PROMOTIONAL PROCEDURE

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards. Those for newly created positions will be posted within a reasonable period of time from the approval of the budgeted position, and those for replacements shall be posted within seven (7) working days from receipt of notice of termination of an employee or the actual termination (whichever occurs later).

Employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. In the event Administration does not feel that it is desirable to place the highest seniority person in the open position, it shall notify the Union in writing why this person is not desirable. Such employee may grieve the decision of the administration.

Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

Article XIII Continued

Part-time employees who do not make application for a full-time vacancy or newly created position shall only be eligible to bid on a full-time assignment when another vacancy occurs and they have acquired full-time status.

Employees will be trained for the next higher classification jobs in the order of their seniority, unless they refuse. (If they refuse to train in the next higher classification, they would also lose assignment rights in that next higher classification).

Employees shall be paid, either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher, for out of classification work. This does not include substituting for breaks and/or lunch.

Except in extenuating circumstances mutually agreeable to Union and Management (with a written agreement), a temporary transfer shall be for a period of no longer than thirty (30) days. After that time, such position shall be considered an open position and shall be posted.

An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employee's location, and classification. (Seniority in classification shall be as of date of entry into the classification).

ARTICLE XIV

HOLIDAYS

- A. The Board will pay eight (8) hours pay (prorated if applicable) for the following holidays, which occur during their regular work schedule, provided the employee works the last scheduled day before and the first scheduled day after said holiday.

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

Each year of this contract the Food Service employees shall be entitled to the three additional paid holidays identified by the College as special holidays (between Christmas and New Year).

Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day shall be deemed to be within the work schedule of part-time employees.

- B. Employees required to work on any of the above named holidays shall receive double time plus holiday pay for the time worked.
- C. If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.
- D. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- E. Holiday is defined as a 24-hour period starting at 12:01 a.m. on the day of the holiday and continuing through 12:00 p.m. the day of the holiday. Holidays falling on a Saturday shall be observed on the preceding Friday, and holidays falling on a Sunday shall be observed on the following Monday.

## ARTICLE XV

### VACATION

As of the beginning of each fiscal year, i.e., July 1, an employee's prior service shall be reviewed and vacation time for the upcoming fiscal year shall be granted on the following basis:

1. For the purpose of calculating earned vacation credit, 220 days of work shall constitute a full year, and employees working fewer days shall have their entitlement reduced accordingly. (Example: employee working 200 days in a given year shall be entitled to 200/220 or 90.9% of his/her possible accrual on July 1 of the following year.) In no event shall an employee be credited with more than one (1) year of vacation credit for one (1) academic year.

2. Schedule of Benefits:

<u>Length of Previous Service as of July 1</u>	<u>Vacation Entitlement Beginning July 1</u>	<u>Vacation at Full Credit *</u>
Less than one (1) year	10/12 of a day for each four full weeks worked (maximum 72 hours)	0
1 through 4 years	10 days (maximum 80 hours)	1
5 through 8 years	15 days (maximum 120 hours)	1
9 years and over	21 days (maximum 168 hours)	1

The number of paid vacation entitlement referenced in the above paragraph shall be prorated to reflect any days not worked in the prior fiscal year because of unpaid leave, workers' compensation, short term disability, long term disability, or layoff.

\* Full credit vacation days are those which are granted in addition to the days earned based upon the vacation entitlement.

3. Vacation credit shall accrue during an employee's probationary period; however, he/she may not use vacation time until the end of the probation.
4. Vacations shall be used in the same format as earned, i.e., an employee working a five (5) hour day shall receive his/her vacation at the rate of five (5) hours per day. The use of vacation days shall be scheduled with the approval of the Director of Food Service or designee. In the event two or more employees request the same dates, and such time off would adversely affect the operation of the Food Service, preference shall be given to the senior employee(s). There shall be no "payoff" of vacation days except as provided in section 6 of this article.
5. Up to two (2) days of unused vacation may be carried over into the next academic year. Any days carried over must be used by October 31.
6. Employees terminating employment, failing to qualify for full vacations, or on a leave of absence shall receive pro rata vacation allowance based upon 1/12 of the vacation pay for each month, or major fraction thereof, between the common anniversary date (July 1) and his/her termination date.

## ARTICLE XVI

### SICK LEAVE

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one and eight one-hundredths (1.08) day per month in which the employee has worked at least two weeks with a 720 hour limit. It is understood that part-time employees shall be entitled to a pro rata portion of all benefits provided under this paragraph.

Sick leave days shall be credited at the average of the hours worked per day during the month in which they are earned and shall be deducted on an hourly basis as used.

- B. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by illness, disability, injury, or for medical, dental or optical examination or treatment that has been pre-arranged and substantiated with a reasonable amount of hours being used.

Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease or other illness that requires the care and attendance of the employee, or when after exposure to contagious disease, the presence of the employee at his/her employment position would jeopardize the health of others.

- C. An employee can use up to three (3) sick leave days for reasons of personal business. Except in emergency situations, prior notification of three (3) working days must be given the Director of Food Service or designee for purposes of this paragraph.
- D. Records of sick leave accumulated and taken shall be available to the employee and the Union.

## ARTICLE XVII

### LEAVES OF ABSENCE

- A. Unpaid leaves of absence may be granted for regular status employees at the discretion of the Manager of Personnel Services for the following reasons:

1. Health
2. Personal
3. Parental

- B. The following general conditions shall apply to leaves of absence:

1. All applications for a leave of absence shall be submitted in writing to the Manager of Personnel Services with a copy to the employee's immediate supervisor and Chief Steward.
2. All leaves of absence shall be without pay.
3. Vacation time, accumulation of sick leave and other employee benefits shall not accrue during leaves of absence.
4. An employee on leave of absence shall notify the Manager of Personnel Services, in writing, of his/her intention to return from leave or request an extension of leave, at least one (1) month prior to the expiration of the leave of absence. Failure to notify the Manager of Personnel Services within the appropriate time is a violation of this leave article and may result in termination of employment.



Article XVII, Section B Continued

5. An employee returning at the completion of a leave of absence shall be returned to the same assignment which he/she held at the time the leave commenced. If that assignment no longer exists and the employee has sufficient seniority, he/she shall be returned to a substantially equivalent assignment.
6. While on leave an employee shall have the option to maintain his/her life and hospital/surgical group insurance coverage to the maximum extent possible, by forwarding premium payments for said coverage to the Personnel Office on a monthly basis, one month in advance.

C. Health Leave

1. When an employee is ill and has used all of his/her sick leave, all accumulated vacation allowance and personal days, he/she may request to be placed on leave of absence for a period not to exceed one year. Extensions shall be available up to a total of twenty-four (24) months from the first day of illness.
2. *Leaves for rest and recuperation (ill health) may be granted upon certification, in writing, by the employee's physician.*
3. When returning from a leave of absence of one (1) month or longer, or after accident or surgery, the employee must obtain a certificate of good health from the employee's own physician. The Manager of Personnel Service may require an examination by a doctor designated by the College at College expense.

D. Personal Leave

1. A leave of absence for personal reasons, not to exceed one (1) year, may be granted upon written request for illness of members of the family or other responsibilities or for personal circumstances of a highly unusual or compelling nature.

E. A parental leave of absence without pay for up to one year shall be granted to an employee for the purpose of child bearing and/or rearing as follows:

1. *An employee who is pregnant shall be granted upon request a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said employee shall notify the Manager of Personnel Services in writing of her desire to take such a leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.*

An employee who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be taken as sick leave as provided for in Article XVI.

2. *A male employee shall be granted upon request, a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.*
3. Except in cases of medical disability, the employee may request only one extension of leave.

## ARTICLE XVIII

### BEREAVEMENT

In case of death in his/her immediate family, an employee shall receive up to three (3) days off with pay for the work days falling within the period normally taken between the time of death and the funeral. For purposes of this Article, the term "immediate family" shall mean spouse, children, parents, brothers, sisters, and parents-in-law of the employee. Up to one (1) day with pay will be granted to attend the funeral of grandparents, grandparents-in-law, grandchildren, brothers-in-law, or sisters-in-law of the employee. Extenuating circumstances that would necessitate more than the days enumerated above may be approved at the discretion of the immediate supervisor and would be subtracted from the employee's sick leave or vacation time.

## ARTICLE XIX

### JURY DUTY

An employee who is called for and reports for jury duty shall receive his/her full wages for the duration for the jury duty and he/she shall forward the daily jury duty fee paid by the court to the College. Mileage allowance is not considered jury duty fee.

In order to receive payment under this section, the employee must give his/her supervisor and the Manager of Personnel Services prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment. The provisions of this section are not applicable to any employee, who without being summoned, volunteers for jury duty.

## ARTICLE XX

### INSURANCE

Employees will be covered under the following Group Insurance Plan the first of the month following the date of hire, provided a beneficiary form has been completed, and he/she was an employee as of the 15th of the preceding month.

#### A. PLAN A

##### Medical/Hospital Insurance - Employee and Dependent(s)

###### Basic Coverage:

365 days, semi-private hospital room  
100% miscellaneous expenses

###### Major Medical Insurance

\$50 annual deductible/individual  
\$100 annual deductible/two person  
80% up to \$5,000 annually in eligible charges after the deductible has been met, 100% thereafter

Maximum out of pocket - \$1,050

50% of eligible expenses for treatment of certain mental, psychoneurotic and personality disorders with limit of \$1,000 per year

Supplemental Accident Coverage payable 100% for expenses incurred within 90 days after the accident

Surgical expenses - reasonable and customary

Hospital visits by doctor - reasonable and customary daily charge up to \$500 plus

80% of reasonable and customary charges in excess of \$500

The second opinion for elective surgery program is valid

Article XX Section A Continued

The pre-admission and concurrent review service is included

OR

Employees may elect a Health Maintenance Organization (HMO) in lieu of the Plan A medical/hospital insurance.

Each employee, who is eligible for medical/hospital insurance, shall be able to select either the insurance or the HMO. However, a husband and wife both employed by the college, and both eligible for medical/hospital insurance, shall make the same selection, that is, either the insurance or the HMO but not both.

The college shall contribute the monthly premium for employees electing the HMO up to, but not to exceed, the monthly premium being paid for the insurance. If the cost of the HMO exceeds that of the insurance, the employee shall authorize the college to withhold this additional amount from his/her paychecks.

An open enrollment period shall be available each year. During this open enrollment period, employees shall be able to change from the insurance to an HMO, from one HMO to a different HMO, or from an HMO to the insurance or to or from Plan C.

AND

Life Insurance (Employee)

Term Life Insurance (non contributory)	\$20,000
Accidental Death and Dismemberment (non contributory)	\$20,000
Optional Life Insurance Available (contributory)	

- B. In lieu of Plan A, employees may elect Plan C.

Plan C

A cash stipend of twenty-six dollars (\$26) per pay while actively employed on a full-time basis by the College, plus life insurance (employee) as per Section A above.

- C. The following Incentive Dental Plan is available to full-time Food Service employees and dependents:

Non-scheduled Plan

Maximum per benefit year	\$ 1,000
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Preventive services

Deductible	\$ -0-
Benefit - 100% of Reasonable & Customary Charges	

Basic services

Benefit - 85% of Reasonable & Customary Charges	
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Major services

Benefit - 50% of Reasonable & Customary Charges	
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Combined basic services & major services annual deductible	\$ 50
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Article XX Section C Continued

The orthodontic coverage for dependent children shall pay 50% of eligible charges to a \$1,000 lifetime maximum.

- D. The following vision care insurance plan shall be provided to all eligible employees and their dependents:

This plan applies to the following expenses which are incurred by you while you are insured (see insurance booklet for exclusions):

1. Eye examination performed by a licensed physician, optometrist, ophthalmologist or optician (limited to one per person during any 12 consecutive months).
2. Lenses and frames ordered by them (limited to one pair per person during any 12 consecutive months).

Schedule of Covered Services

	<u>Maximum</u>
Complete Examination	\$34
Materials	
	(Single Prescription \$36
	(Bi-focal Prescription 61
Lens, pair---	(Tri-focal Prescription 70
	(Lenticular 90
	(Contacts* 80
Frames	\$34

\*Eligible charge limit for contact lenses up to \$40 per lens. This limitation does not apply to charges if visual acuity is not correctable to 20/70 in the better eye with conventional lenses, then the limitation will be \$60 per lens.

- E. The College shall pay all premiums necessary to continue an eligible employee's insurance coverage (except optional life coverage chosen by the employee) during temporary layoffs of up to four months.
- F. The Board shall provide Short Term Disability benefits at the rate of 60% of the weekly salary up to a maximum of \$225.00 per week beginning with the eighth day of illness or after expiration of employee's sick days, whichever occurs last. So long as the employee is ill, benefits will continue until the employee meets the time requirements for Long Term Disability.
- G. Employees covered by this collective bargaining agreement are covered to the extent possible by a long term disability policy which provides for a 70% of base salary benefit commencing on the 121st calendar day of disability to a maximum of \$1,250 per month.

## ARTICLE XXI

### VISITATION AND NEW JOBS

#### A. Visitation

After presentation of proper credentials at the office of the Director of Food Service or his designee, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the College during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

#### B. New Jobs

1. The Board shall have the right to establish, evaluate, change, and eliminate jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job description, specifications, and classifications, rates of pay, and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.
2. The Board will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

#### C. Assignments

Job descriptions shall be established on an annual basis and assignments shall be granted based upon seniority. The work load for positions shall be distributed as evenly as possible to ensure timely completion of assignments.

## ARTICLE XXII

### UNIFORMS

- A. All members of the bargaining unit shall be required to wear uniforms approved by the College for daily work and for Special Events.
- B. Upon completion of ninety (90) days of active employment, an employee shall receive \$100 as reimbursement for the purchase of uniforms.

At the end of the fiscal year in which the employee was hired, he/she shall receive the remainder of the uniform allowance provided the probationary period has been completed.

- C. On June 30 of each fiscal year, members of the Bargaining Unit who have been employed for one (1) year or longer, shall receive \$325.

On June 30, those employees who have worked ten (10) Special Events during the previous year shall receive an additional \$100 for replacement of the uniforms required for Special Events.

Those employees who retire or resign before June 30 shall receive a proration of the allowances.

Article XXII, Section C Continued

In order to receive reimbursement, employees shall be required to certify that an amount equal to the allowance was spent for the purchase and/or maintenance of uniforms.

Employees are required to wear the uniforms and shoes which are approved by Management at all times while working in the cafeteria, snack bar, using the vending cart and while working Special Events.

- D. The employer shall supply dishwashing gloves in various sizes.

ARTICLE XXIII

EDUCATIONAL GRANT FUND

The Board shall provide an educational grant fund for the payment of 100% of the tuition of employees and 100% of the tuition for their spouses and dependents who attend classes at Schoolcraft College. Dependents are defined as a person who constitutes a lawful exemption for such employee for federal tax purposes.

ARTICLE XXIV

DEPENDENT CARE PROGRAM

The Board will afford the Food Service employees the opportunity to redirect a portion of their salary in accordance with the Schoolcraft College Dependent Care Program provided it is in compliance with federal tax guidelines.

ARTICLE XXV

DISCIPLINE DISCHARGE

Discharge, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, and/or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following.

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Disorderly or immoral conduct.
5. Incompetency or inefficiency.
6. Insubordination.
7. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever.
8. Neglect of duty.
9. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
10. Violation of any lawful regulation or order made by a supervisor.
11. Willful violation of any provisions of this contract.
12. Deliberate falsification of records and reports.

All dismissals and suspensions shall be without pay.

## ARTICLE XXVI

### GRIEVANCE PROCEDURE

#### DEFINITION

A grievance to be considered hereunder shall be filed by one or more employees, or the Union, claiming an improper application or interpretation of this Agreement, and must specify the part of the Agreement which is claimed to be violated and must specify the remedy requested.

#### PROCEDURE

##### Step One

- A. An employee having a grievance shall present it orally to the immediate supervisor involved within five (5) working days.
- B. If the grievance is not settled orally, the employee may contact the Steward to have the grievance processed.

##### Step Two

- A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired within five (5) working days from the date of Step 1-A above.
- B. The aggrieved employee and the steward shall sign the grievance.
- C. The grievance shall be submitted to the Director of Food Service or his designee. The grievance shall be answered in writing and transmitted to the Business Representative with a copy to the steward within five (5) working days.

##### Step Three

- A. An appeal from Step Two shall be transmitted in writing to the Director of Labor Relations within five (5) working days.
- B. The Business Representative, the Steward and the grievant shall meet with the Director of Food Service or designee and the Director of Labor Relations to discuss the grievance within five (5) working days of its written submission to Step 3.
- C. The Director of Labor Relations shall give a decision in writing to the Business Representative and the Steward within five (5) working days from the meeting date in Step 3-B.

##### Step Four

- A. Any appeal from Step Three shall be presented to the President or designee within five (5) working days from the decision rendered in Step Three. The President or designee shall meet with a Business Representative of the Union, the Steward and the grievant at a time mutually agreeable to them. The appeal shall be in writing and the reason or reasons stated for why the decision of the Director of Labor Relations was not satisfactory.
- B. The President or designee shall answer the grievance in writing to the Union within five (5) working days.

Article XXVI Continued

Step Five

Should the Union choose to proceed to arbitration they shall, within fifteen (15) working days of receipt of the answer in Step Four, submit a written request for arbitration to the Director of Labor Relations.

The parties shall agree upon an arbitrator within five (5) working days. If they cannot reach an agreement the arbitrator shall be selected in accordance with procedures established by the American Arbitration Association or the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his/her opinion to the sole question of whether or not (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of Food Service employees in effect from time to time. The Arbitrator, the Union, or the Board may call any employee as a witness. Each party shall be responsible for the expenses of the witnesses that they may call. The expense of the arbitrator shall be borne by the non-prevailing party.

The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of the parties hereto.

The result of the decision shall be implemented within fifteen (15) working days of receipt of the decision.

ARTICLE XXVII

SAFETY PRACTICES

The employer and employee shall mutually take measures to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of MIOSHA State and Local Regulations.

ARTICLE XXVIII

SEVERANCE PAY

After ten (10) years of service, any employee upon severance due to retirement or death shall receive a severance benefit in an amount of \$1,000. Additional severance credit may be earned at the rate of \$10 for each additional calendar month of his/her employment after the tenth year. In no case would the maximum payment exceed \$2,000. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.

ARTICLE XXIX

CLASSIFICATION AND COMPENSATION

- A. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Exhibit B attached hereto and made a part hereof by reference.



Article XXIX Continued

B. Benefit Eligibility

1. Employees working less than twenty-four (24) hours per week shall be eligible for the following benefits:
  - retirement as provided by law.
  - social security as provided by law.
  - workers disability compensation as provided by law.
  - unemployment compensation as provided by law.
  - holidays as provided in Article XIV of this contract.
  - uniforms as provided in Article XXII of this contract.
  - 100% tuition for up to nine (9) credit hours each for the Fall and Winter semesters for employees or their dependents (used as earned).
  - up to twenty-two (22) hours paid sick time per fiscal year (of which twelve (12) hours may be used for personal business) upon completion of the probationary period.
  - up to three (3) days off with pay (if assigned to work) to attend the funeral of a member of the employee's immediate family. "Immediate family" members shall be those described in Article XVIII.
  - jury duty leave as provided in Article XIX of this contract.
2. Employees working at least twenty-four (24) hours per week but less than thirty (30) hours per week shall be eligible for the following benefits in addition to those listed in subsection 1 (or in lieu of those in subsection 1 where those in subsection 2 are greater):
  - vacation as provided in Article XV of this contract.
  - sick and personal business leave as provided in Article XVI of this contract.
3. Employees working thirty (30) hours or more per week shall be eligible for the following benefits in addition to those benefits listed in subsections 1 and 2 (or in lieu of those in subsections 1 and 2 where those in subsection 3 are greater):
  - life insurance, AD&D insurance, medical insurance, dental insurance, vision care insurance, short-term disability benefits, and long-term disability insurance as provided in Article XX of this contract.
  - severance pay as provided in Article XXVIII of this contract.
  - educational grant fund as provided in Article XXIII of this contract.
4. In determining whether an employee has met the twenty-four (24) hour or thirty(30) hour requirements of this Article, the following shall be used:
  - a) An employee shall be deemed to have met the requirement if they are regularly scheduled to work the required number of hours during the Fall or Winter Semester.

Article XXIX Continued

- b) For those employees not regularly scheduled for the required hours, the following calculation shall be made at the end of the Fall Semester and the Winter Semester:

Actual hours worked, less special events hours worked, less hours worked as a replacement for a fellow bargaining unit employee who is off work (except vacation replacement hours), equals "benefit hours." "Benefit hours" divided by 19 weeks equals hours per week to be used in determining benefit eligibility.

5. If an employee attains benefit eligibility for the Fall or Winter Semester, he/she shall retain benefit eligibility for the remainder of that academic year, that is, Fall Semester, Winter Semester, Spring Session, Summer Session.
6. It is understood that benefit eligibility is controlled, not only by this Article, but also by the provisions of the particular law or contract provisions which create the benefit, and that all relevant language will be read together in finally determining eligibility for any particular benefit. For example, subsection 1 of this Article states that all employees are eligible for holidays as provided in Article XIV of this contract. This does not mean that all employees will be paid for all holidays. It means that employees will be paid for those holidays for which they are eligible under Article XIV.
7. Paid sick leave, vacation, personal business, bereavement, holiday and jury duty leave shall count as hours worked for the purposes of this Article.

ARTICLE XXX

TRAINING

Management shall have the right to arrange for each employee an "in-industry" staff development assignment or assignments. No employee shall be assigned for more than five (5) working days in a contract year. Any employee so assigned shall be paid by Schoolcraft College at their regular rate for all hours worked in the assignment. All regular benefits shall also be continued. Assignments shall be made to comparable or higher-level positions. Prior to making an "in-industry" staff development assignment, the Union shall be informed that such assignment is necessary.

An employee who receives a less than satisfactory performance review may be required to participate in in-industry staff development assignment(s) or to engage in other training/staff development as deemed appropriate for the specific deficiencies. Such staff development shall not exceed ten (10) working days in a given year.

Any in-service training shall be mandatory for all bargaining unit employees.

At the request of either party, at the end of a fiscal year the College and representatives of the Union may meet to discuss these programs.

ARTICLE XXXI

TERMINATION, CHANGE OR AMENDMENT

This Agreement shall continue in full force and effect from July 1, 1995 through June 30, 1999.

If either party desires to terminate this Agreement, it shall Ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after the termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 W. Seven Mile Rd., Detroit, Michigan 48219 and if to the Employer addressed to 18600 Haggerty Road, Livonia, Michigan 48152, or to any other such address the Union or the Employer may make available to each other.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

SCHOOLCRAFT COMMUNITY COLLEGE  
DISTRICT - Employer

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 547 - 547A - 547B - 547C -  
547E - 547H, AFL-CIO

Beth Gilbert  
Chief Negotiator

Pip Selvon  
Business Manager

Stephen C. R. J.  
Chairman of the Board

Dreg D. Smolki  
President

Richard W. McDowell  
President of the College

Jennifer L. Hudson  
Secretary

Tom Savare  
Negotiator

Dan O'Rourke  
Negotiator

Southern Michigan  
Negotiator

David P. [unclear]  
Negotiator

[unclear]  
Negotiator

1995-1996

## SALARY CLASSIFICATION SCHEDULE

Effective 7/1/95

<u>Salary Group</u>	<u>Classification</u>	<u>Hire Rate</u>	<u>Six Month Rate</u>
I	Food Service Worker	\$9.76	\$10.70
II	Food Service Assistant	\$9.18	\$9.91

1996-1997

## SALARY CLASSIFICATION SCHEDULE

Effective 7/1/96

<u>Salary Group</u>	<u>Classification</u>	<u>Hire Rate</u>	<u>Six Month Rate</u>
I	Food Service Worker	\$10.00	\$11.04
II	Food Service Assistant	\$9.41	\$10.23

1997-1998

## SALARY CLASSIFICATION SCHEDULE

Effective 7/1/97

<u>Salary Group</u>	<u>Classification</u>	<u>Hire Rate</u>	<u>Six Month Rate</u>
I	Food Service Worker	\$10.20	\$11.37
II	Food Service Assistant	\$9.60	\$10.54

1998-1999

## SALARY CLASSIFICATION SCHEDULE

Effective 7/1/98

<u>Salary Group</u>	<u>Classification</u>	<u>Hire Rate</u>	<u>Six Month Rate</u>
I	Food Service Worker	\$10.40	\$11.71
II	Food Service Assistant	\$9.79	\$10.86

JOB CLASSIFICATIONS

Food Service Worker

(Includes the work previously performed by those in the job classifications of Pantry, Assistant Pantry, Short Order Cook, Assistant Short Order Cook, Cashier and Snack Bar Attendant).

Food Service Assistant

(Includes the work previously performed by those in the job classifications of Line Set-up and Service and Utility).

LETTER OF UNDERSTANDING

Assignments will be posted by classification and schedule twice a year, once covering the Fall and Winter Semesters and once covering the Spring and Summer Sessions. Employees shall bid on the basis of seniority.

Once assignments have been selected according to the bid procedure, management retains the right to change assignments. When management changes assignments, the lowest seniority employee on the particular assignment to be reduced shall be transferred first unless the change results in a pay rate increase, then the highest seniority employee shall be transferred first.

It is understood that in the event the scheduled hours regularly worked by bargaining unit employees are to be changed for more than thirty (30) days the positions will be re-posted according to this Exhibit C and Article XIII, paragraph 7.

LETTER OF UNDERSTANDING

It is mutually agreed that should a change occur to the Unemployment Compensation statute which would permit non-professional school employees to collect unemployment compensation during breaks (between Winter and Fall semesters and during breaks within the academic year), a review will be conducted of Article XX (payment of insurance during temporary lay off) of the Food Service labor agreement.

LETTER OF UNDERSTANDING

It is mutually agreed that any "special tips" which may be offered to the Food Service personnel serving at Special Event functions shall be retained in a separate account in the Food Service Department budget and once a year forwarded to a special scholarship. The specific scholarship shall be selected by the Food Service personnel on an annual basis.



Memorandum of Understanding  
Between  
International Union of Operating Engineers  
Local 547-A, B, C, E, H - AFL-CIO  
and  
Schoolcraft College

It is mutually agreed that the Plan A - Medical Hospital Insurance (Article XX, A) for full-time Food Service employees shall remain in effect until such time as the majority of the Schoolcraft College staff (not including Faculty) have a change to their insurance implemented. At that time the full-time Food Service employees' medical/hospital insurance shall change to that for the majority of the staff.

