

6/30/90



**MUSKEGON COMMUNITY COLLEGE**

**CUSTODIAL AGREEMENT**

**1987-1990**

*Muskegon Community College*



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ARTICLE I

AGREEMENT

THIS AGREEMENT effective as of the first day of July, 1987, by and between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, hereinafter referred to as the "Employer" and LOCAL 586, S.E.I.U., UNIT FIFTEEN (15) OF THE PUBLIC EMPLOYEES UNION OF SOUTHWESTERN MICHIGAN, hereinafter referred to as the "Union", pursuant to the provisions of Act 379 of P.A. 1965, as amended.

WITNESSETH: In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

PURPOSE AND INTENT

2.1 It is the purpose and intent of the parties to this Agreement, that its results shall promote mutual cooperation and further the welfare of the Employer and its Employees; insure a spirit of confidence and cooperation between the Employer and its agents and Employees; set forth the general policy of the Employer on personnel matters and procedures; establish rates of pay and hours of work; provide for a disposition of grievances; improve the efficiency of mutual services and assure the greatest return for dollars spent.

ARTICLE III

RECOGNITION

3.1 The Employer recognizes the Union as the exclusive bargaining representative and agent with respect to wages, hours of employment and other conditions of employment for all full-time

custodial and maintenance employees, including utility employees, but excluding supervisory and all other personnel.

#### ARTICLE IV

##### MAINTENANCE OF MEMBERSHIP AND DUES CHECKOFF

4.1 All employees covered by this Agreement who are members of the Union on the date this Agreement is signed by the Union or are paying the regular monthly dues on said date or who hereafter become members thereof during the term of this Agreement or commence paying the regular monthly dues must as a condition of continued employment retain their membership in the Union for the duration of this Agreement or pay the equivalent of said monthly dues each month as their share of the representation cost for the duration of this Agreement. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Checkoff of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily chooses to execute the dues checkoff form provided by the Union. (Appendix A)

4.2 Checkoff deductions under all properly executed authorization for Checkoff of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

4.3 Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union within five (5) days of deduction with a list of those employees for whom dues have been deducted.

#### ARTICLE V

##### REPRESENTATION

5.1 All employees who are covered by this Agreement shall be represented for the purpose of negotiations by a bargaining committee, limited to a maximum of five (5) employees with seniority. There may be one steward on each shift and a Chief Steward. In the event the second shift has no steward, the Union may designate either the first or third shift steward as the second shift steward.

5.2 Nothing herein contained shall abridge the right of the individual employee to process his own grievance upon notification of the Employer of his intent. The Union may have a representative present at all discussions of the grievance when the grievant is present and any adjustment that may result therefrom shall be consistent with the terms of this Agreement. The Union President must be notified by the Employer two (2) days in advance of any such meeting to allow time to be present if so desired.

In the event there is a resolution of the grievance, it will be submitted in writing to the respective parties.

5.3 The maximum number of employees who shall be paid by the Employer while conducting negotiations and processing a

specified grievance shall be limited to five (5) and compensation shall be at the employees' regular straight-time rate of pay and shall cease at the end of the employees' regular scheduled working hours of any day on an assigned shift.

#### ARTICLE VI

##### JOB STATUS AND FUNCTION OF UNION OFFICERS

6.1 The names of the Committeemen, Stewards or alternates, shall be given in writing to the Employer. No Committeeman, Steward or alternate shall function as such until the Employer has been advised of his selection in writing by any International, Local, or Unit Official. Any changes in Committeemen, Stewards, or alternates shall be reported to the Employer in writing as far in advance as possible.

6.2 Executive officers of the International and/or their Representatives duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the Employer, will be permitted to participate in any discussions relative to hours, wages and working conditions at any time.

6.3 Representatives of the Union will be permitted to visit the buildings for purposes of attending Union meetings called in accordance with the contract and with regard to the administration of the grievance procedure. When the meeting involves employees who are on duty, such representatives shall report in advance to the Personnel Office on the nature of the business, the employees involved and the time it will take.



6.4 Any Committeeman, Steward or alternate, or other officers of the Local Union, employed by the Employer having an individual grievance, in connection with his own work may ask for a steward or Committeeman (if Steward is unavailable) to assist him in adjusting the grievance, in a manner provided for in the grievance procedure.

#### ARTICLE VII

##### GRIEVANCE PROCEDURE

7.1 A grievance is an alleged violation of the terms of this Agreement.

Step 1: Within ten (10) working days after the date of an alleged occurrence or knowledge of an occurrence upon which a grievance is based, the aggrieved employee shall take the matter up at a meeting with his immediate supervisor or shall void the right to do so. The aggrieved employee may request the presence of the steward or, if he is unavailable, a Committeeman of his unit at that time. The supervisor shall send for such steward without undue delay and without further discussion of the matter. The supervisor shall give an oral answer to the aggrieved employee within the following three (3) working days.

Step 2: If the matter is not settled at Step 1, the employee may submit, within fifteen (15) working days following the occurrence, a written and signed "Statement of Grievance" to the Director of Physical Plant shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be

violated by reference, shall state the contention of the employee and of the Union with respect to these provisions and indicate the relief requested. Within five (5) working days following receipt of the "Statement of Grievance", the Director of Physical Plant shall submit a written answer to the employee and to the Union upon the grievance form or attached thereto. If the matter is settled at Step 2, the employee and a Union representative shall sign the grievance stating that result.

Step 3: If the matter is not settled at Step 2, the Chief Steward or Committeeman of the Unit may appeal the matter to the Personnel Director within five (5) working days next following the submission of the written answer in Step 2. The Personnel Director shall either:

(a) Issue a written disposition within five (5) working days next following receipt of the written appeal; or

(b) Within the same period of time initiate and hold a meeting with all parties involved in the dispute to date. The Personnel Director shall submit a written disposition of the matter within five (5) working days next following the conclusion of the meeting. If the matter is settled at Step 3, the employee and a Union representative shall sign stating the results.

Step 4: If the grievance is not settled by any of the above steps, the Union, and not an individual employee, may, within fourteen (14) calendar days after receipt of the written answer from the Employer, give notice of its intent to submit the grievance to advisory arbitration. In the event the parties

cannot agree upon an arbitrator within fourteen (14) working days after receipt of notice of intent to arbitrate, the Michigan Employment Relations Commission shall be requested to provide a list consisting of five (5) arbitrators. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains.

(a) The grievance shall relate solely to the application and interpretation of the terms and conditions of the collective bargaining agreement.

(b) The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.

(c) The advisory recommendation shall not be mandated upon either party.

(d) The fees and expense of the arbitrator and the cost of the place of such hearing as is selected for the hearing by mutual agreement of the parties will be equally divided between the employer and the Union. The parties shall bear individually the cost of presenting their respective case in arbitration.

7.2 Time Limits. Time limits may be extended by the Employer and the Union in writing, then the new dates shall prevail. Any grievance not advanced to the next step within the time limit within that step by the Union shall be deemed abandoned and not subject to further appeal.

Any written answer required to be submitted by the Employer or its agent in this grievance procedure which is not rendered within the time limits herein designated, shall automatically subject the grievance to consideration at the next higher step and should be so processed by the Union, unless it notifies the employee of an intent to dismiss.

7.3 Duties of Stewards and Committeemen. It is recognized that Stewards and Committeemen have full-time work to perform and, therefore, working time spent in the investigation and processing of a grievance shall be held to a minimum. In such cases the Steward or Committeeman will obtain the permission of his foreman to leave his work, which permission shall not be unreasonably withheld. Upon completion of the Union business he shall report back to his foreman and such time shall be noted on his card as Union time.

7.4 For the purpose of this Article, working days are considered to be Monday through Friday, excluding holidays.

#### ARTICLE VIII

##### SENIORITY

8.1 Employees shall be regarded as probationary employees until completion of 120 calendar days of employment from the date of hire for maintenance and grounds and 90 calendar days of employment for custodial employees. Upon completion of the probationary period, seniority shall be retroactive to the date of hire, and the employees shall be considered permanently

appointed for the purpose of this collective bargaining agreement and for placement upon the seniority list. A probationary employee may be discharged or laid off without any obligation of reemployment and there shall be no recourse to the grievance procedure.

8.2 Seniority shall be defined as the length of service with the Employer, within the bargaining unit, commencing with the last date of hire since the employee's termination pursuant to Section 9.1.

8.3 If a bargaining unit employee accepts a full-time supervisory or administrative position at the College, he shall maintain the seniority accrued up to the date of said transfer. This provision shall also apply to those persons known as working supervisors prior to July 1, 1972. Employees who accept such position subsequent to July 1, 1973 may be returned to the unit by the Employer provided there is a job opening in accordance with his seniority.

#### ARTICLE IX

##### LOSS OF SENIORITY

9.1 An employee's seniority shall end and his employment terminate for any one (1) of the following reasons:

- (a) Voluntary quit;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive working days without properly notifying the Employer and without just cause for the absence;

(d) After notification of recall from layoff, failure to report within three (3) days his desire to return to work or failure to return to work within ten (10) days following notification. Notification to employees (addressee only) by certified mail or telegram delivered to the last address appearing on the employee's records shall be considered proper notice. Each employee shall be responsible for having his proper address on record with the Employer.

(e) If the employee for any reason, other than sick leave or leave of absence granted by the Employer is off the active payroll for a period of eighteen (18) months or the length of his seniority, whichever is the lesser, unless otherwise provided for in this Agreement;

(f) Failure to report for work at the expiration of a leave of absence;

(g) Retirement.

#### ARTICLE X

##### LAYOFFS AND RECALLS

10.1 Layoff. In the event of a reduction in the work force, the following procedures shall apply:

(a) Probationary employees will be laid off first from the classification(s) affected.

(b) Thereafter, employees with the least seniority in the classification(s) affected will be laid off.

(c) An employee laid off from his classification who exercises his seniority to displace the least senior employee in lateral or lower classification must notify the employer and displace such employee within one (1) workday after his layoff, provided he has five (5) workdays' advance notice of the layoff. In the event he does not have five (5) workdays' advance notice, he shall have five (5) workdays to displace such employee.

(d) The Employer will not use any employee in a classification in which he is not classified if another employee is laid off therefrom, except in case of an emergency (as defined in Section 24.1(e)).

(e) Employees who exercise their seniority under this section will be paid at the same rate in a lateral assignment or at the highest rate paid for a lower classified assignment, provided that the new rate is not higher than the old rate.

(f) The above procedures are subject to the condition that those employees remaining subsequent to the layoff, or those employees who exercise displacement rights, have the ability to perform the available work.

10.2 Recall. In order to facilitate the recall procedure, recalls will be in inverse order of layoff, and the following will apply:

(a) The employer will notify the employee of recall, however, it is the employee's responsibility to notify the employer of his intention to return to work and the date which he will report. The employee will have three (3) working days from

the notice of recall to contact and to notify the employer accordingly.

(b) When employees are recalled, they will be returned to their permanent classifications in order of their bargaining unit seniority with the high senior employees who hold the permanent classification recalled first, and before any other employee with less bargaining unit seniority is recalled or returned to that permanent classification.

(c) Employees recalled to their permanent classifications must return to their permanent classifications (as described in (a) of this section) or they will be deemed to have terminated their employment voluntarily.

(d) Employees who have elected not to exercise their bargaining unit seniority after having been laid off and who have not been recalled to their permanent classifications must return to open classifications in a lateral or lower classification provided that:

(1) There is an employee with higher bargaining unit seniority working in the laid-off employee's permanent classification.

(2) If, during recall, an employee refuses to accept the available lateral or lower classifications she/he will be deemed to have terminated his/her employment voluntarily.



ARTICLE XI

TEMPORARY TRANSFERS

11.1 The Employer reserves the right to make temporary transfers to fill in for temporary absences or to cover for additional work loads as may from time to time be necessary to a different job, classification, location and shift. Such transfers shall not exceed 30 calendar days. If the transfer is to a higher rated job for more than one (1) working day, the employee shall receive the higher rate of pay. There shall be no reduction in pay if the transfer is to a lower paying job. This Article shall not be used to avoid the posting and bidding procedure under Article XII. When the transfer is to a different shift, seniority in the classification will be given preferred consideration along with other relevant factors.

ARTICLE XII

PROMOTIONS

12.1 All employees expressing a desire to do so shall be given equal opportunity to train for a higher classification.

12.2 A vacancy is defined to mean any permanent job opening caused by a new job or a quit, termination, death, retirement or other absence in excess of thirty (30) days, which the Employer intends to fill. Vacancies caused by leaves of absence granted for vacation, illness or maternity shall not be posted but may be filled by transfers or hires.

If a vacancy is of an emergency nature, the Employer may designate an emergency substitute not to exceed thirty (30) calendar days without loss of seniority and former classification and no loss in pay.

12.3 All bargaining unit vacancies shall be posted on designated bulletin board(s) and filed in the office of the Personnel Director for six (6) consecutive workdays. Employees who bid on such vacancies shall so indicate on the job posting, in writing, in the office of the Personnel Director, within seven (7) workdays of the date of the posting. Workdays shall be Monday through Friday, excluding holidays. Employees with seniority may apply for posted jobs which posting will contain the following information:

- (a) Date and time of posting of notice;
- (b) The job classification and shift;
- (c) The description of the work involved;
- (d) The wage rate to be paid;
- (e) The date of closing time of the posting;
- (f) The expected date the job will commence;
- (g) Any specific qualifications required.

If the Employer decides not to fill the vacancy, it shall notify the Union President.

12.4 Any employee filling a vacancy of a promotional nature, for which he has not been previously classified, shall be given up to thirty (30) calendar days to prove his ability, as determined by the Employer. If unable to qualify, he shall be

returned to his former position without prejudice at the rate of pay for such position and the employee will not be charged with the bid. He shall be given the reasons for his disqualification in writing within five (5) workdays.

12.5 From the date of entering the classification, the employee shall be paid at the minimum rate agreed upon for the classification, and shall be subject to the thirty (30) calendar day trial period covered above; provided any employee awarded a job by promotion, carrying a lower starting rate than the rate received at the time of appointment, shall continue to receive not less than the rate received at the time of the appointment, and shall upon recommendation, continue to receive increases until the top for the working classification is received, subject to the provisions of the wage schedule adopted by virtue of this Agreement.

12.6 Any employee may exercise his prerogative to refuse permanent promotion or transfer without bias or loss of seniority.

12.7 The Employer may refuse to consider any employee for promotion who has been awarded a posted job within the previous six (6) months.

#### ARTICLE XIII

##### WORKING HOURS AND SCHEDULES

13.1 The standard workday shall consist of eight and one-half (8-1/2) hours, less one-half unpaid hour for meals for employees working the first shift, which shall be regularly

scheduled to begin at 7:00 a.m. and continue through eight and one-half (8-1/2) hours with a starting range from 7:00 a.m. to 8:00 a.m. Pay for a full shift period shall be a sum equivalent to eight (8) times their regular hourly rate of pay with no premium.

13.2 Under the following circumstances the starting time may be in a range from 6:00 a.m. to 7:00 a.m. where there is no third shift to perform the work, and preparation for college functions require such earlier starting time.

13.3 For employees working the second shift the standard workday shall consist of eight (8) hours less one-half hour for meals. The shift shall begin at 3:30 p.m. and continue through 11:30 p.m. Pay for a full shift period shall be a sum equivalent to eight (8) times their regular hourly rate plus fifteen cents (15¢) shift premium.

13.4 For employees working the third shift the standard workday shall consist of eight (8) hours with one-half paid hour for meals. The shift shall begin at 11:00 p.m. and continue through 7:00 a.m. Pay for a full shift period shall be a sum equivalent to eight (8) times their regular hourly rate plus twenty cents (20¢) shift premium. There shall be a twenty-four (24) hour notice to the employee of any shift change, unless waived by the employee.

13.5 The standard workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive. A standard workweek of Tuesday through Saturday inclusive may be established

to meet weekend requirements. The Tuesday through Saturday workweek shall apply to a maximum of three (3) employees and shall not displace any shift, Monday through Friday, employees.

#### ARTICLE XIV

##### OVERTIME

14.1 Time and one-half shall be paid for time worked in excess of the employee's regularly scheduled shift in any continuous twenty-four (24) hour period, subject to the exceptions in this Agreement. For the purpose of this Section, all hours shall be computed for compensation by using the start of the shift as the sole reference point.

14.2 Time and one-half the employee's straight-time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a workweek.

14.3 Employees who are eligible for holiday pay, sick leave pay and vacation pay shall have the paid hours on such days counted as time worked for purposes of computing overtime.

14.4 Two (2) times the employee's regular straight-time hourly rate shall be paid for all hours worked on Sunday and for all hours worked on a holiday, unless such hours are the continuation of a regular shift which commences the day preceding the Sunday or holiday. Any shift which regularly commences on a holiday shall have the hours on such shift considered as time worked on the holiday.

14.5 If as a result of a shift change by the Employer, a full-time employee is denied an opportunity to work a forty (40) hour week, he shall be paid for forty (40) hours minus any legitimate deductions he himself incurs.

14.6 Procedure for Overtime.

(a) All available overtime will be scheduled by the Employer so that substantial equalization will occur within each classification, over a reasonable period of time.

(b) Such scheduling will be from a posted roster for those employees desiring overtime work to sign.

(c) Employees who are scheduled under the selection procedure will then be expected to work those hours to the same extent as a regular workday and the rules applicable to a regularly scheduled shift shall apply.

(d) Overtime vacancies will be posted as soon as possible. Any changes in schedules agreed to by the employees will be allowed only with permission of supervisor.

(e) Overtime postings will be filled on a first-eligible basis. Eligible employees may select posted overtime on the basis of lowest hours, first choice; second lowest hours, second choice; etc.

(f) In the event no qualified employee accepts the overtime, the employee who has not accepted an overtime assignment with the least overtime hours on the roster must take the overtime. In the event no one is left on the roster, then

the employee with the least amount of overtime hours in the classification must take the overtime.

(g) Employees will be charged with overtime hours worked and with those overtime hours refused, for which they were eligible.

(h) An employee who fails to report for overtime, without proper notice or extenuating circumstances or who requests removal from the roster, shall be removed from the overtime roster list for ninety (90) days. Reinstatement status will be at highest recorded hours by any other employee plus one hour or his former recorded hours, whichever is highest.

(i) Unscheduled overtime occurring with less than forty-eight (48) hours' notice to the Employer will be assigned to the employees in the classification who normally perform the work on a seniority basis, it being understood that the least senior employee in the classification must take the assignment.

14.7 Any employee called in to work outside his regular working hours shall receive a minimum of three (3) pay hours at time and one-half the employee's regular rate. Any employee called in to work overtime shall be paid in addition to hours worked an amount equal to one-half hour pay at his regular rate for travel time.

#### ARTICLE XV

##### MEAL PERIODS

15.1 An employee shall be entitled to one-half hour meal

period after the completion of four (4) hours work on his regularly scheduled shift.

15.2 An employee who is required to work continuously beyond his regularly scheduled shift shall be entitled to the following:

(a) A thirty (30) minute paid meal period if he is to work more than four (4) hours beyond his regular shift.

(b) A fifteen (15) minute paid break if he is to work more than two (2) hours beyond his regular shift.

15.3 An employee called out for overtime work shall be entitled to one-half hour paid meal period upon completion of each four (4) hours of continuous work, if said employee is required to work beyond the meal break.

15.4 An employee will be accorded two paid work breaks of fifteen (15) minutes each on his regular shifts as follows:

(a) Such breaks shall be taken in the area nearest the employee's work station at that time. The areas are designated as:

- (i) Gym;
- (ii) Tech Building;
- (iii) Cafeteria.

The break time includes time spent in leaving and returning to the work station.

#### ARTICLE XVI

##### VACATIONS

16.1 An employee will earn one vacation day per month of employment up to a maximum of fifteen (15) days through the first five (5) years he works at Muskegon Community College. Beyond



five (5) years, each employee shall earn an additional one (1) day per year for each year completed through a maximum of ten (10) additional days after fifteen (15) years of service.

16.2 (a) The vacation year shall be from July 1 to June 30 annually for computation purposes. An employee is entitled to utilize the days he had earned as of July 1 in the twelve calendar months following July 1. Vacations will be scheduled pursuant to paragraphs (b) and (c) below:

(b) Vacation requests must be submitted in writing by May 1, on forms provided by the Supervisor for the following vacation year which begins July 1. All vacations requested by May 1 will be scheduled and assigned on a seniority basis within the classification and by mutual agreement with the supervisor and will take preference over requests made at a later date. After May 1, the Employer will notify the employee in writing within five (5) work days as to the approval or disapproval of such vacation.

(c) For all subsequent requests, every effort will be made to grant the vacation at the time requested. Preference will be given to the periods of 5, 10, 15, 20 or 25 days. However, in the event of a conflict, the final decision must rest with the supervisor. Seniority will be a factor for those requests made four (4) weeks or longer prior to the requested vacation date. For those requests made within four (4) weeks of the vacation date, seniority will be considered only if all other

factors are equal. No previously granted vacation will be cancelled as a result of seniority considerations.

(d) No employee still on a probationary status shall be entitled to use his vacation days.

16.3 If a holiday falls during an employee's vacation, the employee shall be entitled to an additional day which may adjoin his vacation leave by being utilized either before or after said leave.

16.4 Any employee other than a probationary employee, who retires, resigns or who is terminated, shall be entitled to his prorated accumulated vacation. In the event the employee should die, such prorated accumulated vacation time shall be paid to the employee's heir or to his estate.

16.5 Employees shall have the right to accumulate vacation allowance up to, but not exceeding a maximum of ten (10) days over into the next vacation year, which includes the three (3) days referred to in Article XVIII; unless conditions render it impossible, all employees shall take their vacation.

16.6 Vacation leave shall be considered as a matter of right and if canceled because of work necessity, shall be rescheduled or paid for at straight-time as extra compensation for the period.

16.7 For vacation requests received after May 1: For any vacation request, the Employer shall notify the employee in writing within five (5) work days of receiving such vacation request as to the approval or disapproval of such vacation. If

the vacation is denied, the reason for the denial shall be so stated.

#### ARTICLE XVII

##### SICK LEAVE

17.1 Beginning July 1, each employee shall be credited with a twelve (12) day sick leave allowance to be used for absence caused by illness or physical disability of the employee. An employee who has been employed for less than twelve (12) months will be credited with sick leave on a prorated basis. The unused portion of such allowances shall accumulate from year to year to a total of 180 working days.

The parties agree that sick leave benefits are available solely for bona fide illnesses and the Union will cooperate with the Employer to prevent any abuse of such policy.

(a) Sick leave shall be granted to an employee when he is unable to perform his duties because of illness, disability, injury, or for treatment that has been prearranged.

(b) If it is necessary for an employee to be absent to care for sick or injured members of their immediate family, defined as employee's spouse, parent or child, the time shall be deducted from accumulated sick leave, not to exceed seven (7) days per year.

(c) Any employee who is absent on sick leave may be required to submit a physician's certificate or to be examined by a physician of the College's choice, at the College's expense.

(d) Call-In Procedure: See Attachment A.

(e) This sick leave program excludes:

(1) Work related injuries;

(2) Authorized non-sick absences such as vacation, jury duty, leaves of absence, holidays, and disciplinary days off.

(3) Lengthy, non-recurring sickness absences for such reasons as heart attack, broken bones, surgery and illness requiring hospitalization.

(f) This sick leave program includes: All other sickness absences.

(g) Consecutive days off for the same sickness or injury shall be counted as one day.

(h) When an employee reaches the standard, he shall be given an oral warning. The standard shall be nine (9) days.

(i) Excessive Included Absences in One Fiscal Year: If in a fiscal year an employee's record of included absences causes his absentee record to reach the following levels, then such employee may be subjected to disciplinary action as specified under the "Disciplinary Action Steps".

<u>Absence Level</u>	<u>Disciplinary Action Steps</u>
1. 9.5 days	1. Written warning.
2. 11 days	2. One-day suspension without pay.
3. 13 days	3. Three-day suspension without pay.
4. 15 days	4. Two-week suspension without pay.

5. 17 days

5. Discharge from employment  
with College.

(j) Excessive Included Absences Over More Than One Year: If an employee's record of included absences causes his absentee record to be higher than the standard for more than one year, then the progressive disciplinary action steps initiated and specified under the above section will continue uninterrupted from year to year. For example, if an employee reaches level 4 in the first year and receives Disciplinary Action Step 4, then exceeds the standard in the second Disciplinary Action Step 5 will be administered just as if the employee had reached that level in the first year.

(k) Improvement Factors for Improved Attendance: On July 1, of each year, an employee's number of absences will start out at zero (0). An employee may improve his disciplinary status as follows:

1. Five (5) or less days absent: Improves one (1) step.
2. Three (3) or less days absent: Improves two (2) steps.
3. One (1) day absent: Improves three (3) steps.
4. No days absent: Improves four (4) steps.

(l) The application of this program to an individual employee may be suspended, by mutual agreement between the Union and employer, if that employee presents evidence of a situation which would be better handled by other means.

17.3 The Board will provide at no cost to the employee a sickness-and-disability policy with the following provisions:

(a) Payment of 60 percent salary for all illness or disability beyond ninety (90) calendar days until age seventy (70).

(b) Social Security and Workers Compensation and State Employees' Retirement shall be deducted from the insurance benefits.

(c) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar day period, the Board will pay 40 percent of contractual salary or enough to bring salary to 100 percent including Social Security, Workers Compensation and State Retirement until expiration of accumulated sick leave and 60 percent of salary for subsequent period covered by insurance.

(d) The obligation of the Board under this Article shall be fully satisfied by the payment of applicable premiums for the insurance coverage specified and under no circumstances shall this agreement be construed to impose upon the Board or Employer the responsibilities of the insurer. This sickness and disability plan will take effect with the effective date of the policy.

(e) An employee who has passed his probationary period and who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave without pay for the duration of such illness or disability not to exceed the length of his seniority or one year beyond accumulated sick leave, whichever is less, except

that employees with service to the Employer of fifteen (15) years or more shall be granted a leave of absence not to exceed three (3) years beyond accumulated sick leave. Seniority shall accrue during such leave.

It shall be the employee's responsibility to contact the Employer with respect to disability benefits and requisite forms which must be completed.

The Employee shall notify the Employer as soon as possible of the Employee's intent to return to work. The Employer may require an employee to furnish a physician's statement that he has adequately recuperated and is able to return to work. If an employee returns within six (6) months he shall be returned to his former job or a job to which his seniority would entitle him. If an employee returns after six (6) months, he shall be returned to the first available vacancy for which he is qualified.

(f) Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave for the first ninety (90) calendar days, the Employer shall pay to such employee the difference between his salary and the benefits received under the Michigan Worker's Compensation Act. This Section applies only to an injury applicable to the Act cited above.

(g) Any injury or illness arising out of and in the course of employment should be reported immediately to the Employer. Disabilities involving body injuries incurred in the

execution of official duties may be covered by Worker's Compensation Insurance and must be reported within the time limit provided for by law.

(h) Sick leave time shall not be deducted for vacation days or holiday.

(i) Any employee who is absent on sick leave more than three (3) calendar days may be required by the Board to submit a physician's certificate or to be examined by a physician of the Board's choice, at the Board's expense. In cases of illness that may result in long-term disability, a physician's certificate may be required sooner.

17.4 Any employee who separates from the Employer after three (3) years of employment shall be paid his daily rate for one-half of all accumulated sick leave. In the event of the death of the employee, all accumulated sick leave shall be paid to the employee's heir or estate at his daily rate.

#### ARTICLE XVIII

##### BEREAVEMENT

18.1 Bereavement leave is excluded in lieu of additional vacation days. As an accommodation to the employees, each eligible employee shall be allowed to carry over up to a maximum of three (3) vacation days. If an employee uses all vacation days, he shall be able to borrow three (3) days from the next year.



ARTICLE XIX

PAID LEAVES OF ABSENCE

19.1 Jury Duty. The employee shall be excused from work for jury duty as prescribed by applicable law and shall be paid by the Employer, an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight-time hours for the Employer on that date, and the daily jury duty fee paid by the courts, not including travel allowance or reimbursements or expenses, for each day on which he reports for or performs jury duty, and on which he would have been scheduled to work for the Employer. The employee shall also be excused from work when subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. The employee shall be paid the difference between his regular pay and the fee received for acting as witness.

19.2 In-Service Training. The Director of Physical Plant may request and select employees who are to attend any area or State meetings. Selected employees expenses and wages will be paid by the Employer.

19.3 A minimum of four (4) employees shall be allowed to attend School Plant Service and Transportation meetings at Michigan State University in each calendar year.

19.4 Personal Leave Days are excluded in lieu of the additional holiday and the two vacation days.

ARTICLE XX

UNPAID LEAVES OF ABSENCE

20.1 Upon written application, the Employer will grant a leave of absence to not more than one (1) employee at a time for not more than two (2) years for the purpose of filling an appointed or elected Union office. To be eligible for the leave of absence herein provided, the applying employee must have at least two (2) years of seniority on the date of application. The employee granted such a leave of absence must notify the Employer at least sixty (60) days prior to the date the employee intends to return to work at the end of his leave of absence.

20.2 Upon written application, the Employer will grant a leave of absence to not more than one (1) employee at a time for the purpose of filling an elected public office. The length of this leave of absence shall be for the term of the elected office. The employee granted such a leave of absence must notify the Employer of his intent to return to work at least sixty (60) days prior to the expiration of the leave of absence.

20.3 Pregnancy Disability Leave. A leave of absence by reason of pregnancy shall be provided under the same provisions and rules as are disability leaves of absence.

20.4 Upon written application to the Employer, a personal leave of absence may be granted when such leave is arranged for in advance, not to exceed twelve (12) months.

20.5 An employee having five (5) years or more seniority may at his request be able to take a one (1) year educational leave.

If such leave is relative to the employee's job, seniority shall accrue.

20.6 The leaves of absence provided in this Article XX shall be without pay and seniority shall not accrue during such leaves of absence in paragraphs 20.1 and in 20.5 above if the leave is not related to the employee's job.

#### ARTICLE XXI

##### INJURY TO EMPLOYEES

21.1 Injuries to employees must be reported to the Shift Foreman or to the Director of Physical Plant immediately.

21.2 Fellow employees who are working with an employee who is injured shall immediately notify the Shift Foreman or the Director of Physical Plant.

#### ARTICLE XXII

##### HOLIDAYS

22.1 All employees who qualify, as provided in Section 22.2, shall receive holiday pay for each of the following holidays:

- (1) Last working day prior to New Year's Day;
- (2) New Year's Day;
- (3) One-Half Day on Good Friday;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Thanksgiving Day;
- (8) Day Following Thanksgiving Day;

(9) Last Working Day Prior to Christmas;

(10) Christmas Day.

Holiday pay, except for the one-half day on Good Friday, for which the employees shall receive four (4) hours pay at their straight-time hourly rate, shall be eight (8) hours pay at the employee's straight-time hourly rate.

22.2 To qualify for holiday pay, the employee must have completed his probationary period and, unless excused by the Employer, must have worked on the employee's last scheduled workday prior to the holiday and on the employee's first scheduled workday following the holiday. Employees who are laid off, on a leave of absence or off work for more than ninety (90) days because of a compensable injury shall not be entitled to holiday pay.

22.3 If a holiday falls during an employee's scheduled vacation period he shall receive that day with pay in addition to his vacation pay.

22.4 Paid holidays which fall on a Saturday shall be recognized on the Friday preceding the holiday. Paid holidays which fall on a Sunday shall be recognized on the Monday following the holiday.

22.5 Two (2) times the employee's straight-time hourly rate shall be paid for all hours worked on a holiday, in addition to the holiday pay.

22.6 On Good Friday the first shift shall start on its

normal times. Every reasonable effort will be made to conclude the third shift hours by midnight.

#### ARTICLE XXIII

##### LONGEVITY PAY

23.1 All employees with five (5) years or more of service will be eligible for longevity pay.

(a) Semi-annual payments to be paid in July and December on a basis of \$100 per year for each five (5) years of service; but not to exceed \$500.

(b) Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before July 1, and is on the payroll that date, shall be eligible for one-half the longevity payment. Said amount will be paid the first pay date following July 1.

(c) Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 1, and is on the payroll that date, shall be eligible for one-half the longevity payment. Said amount will be paid the first pay date following December 1.

#### ARTICLE XXIV

##### NON-UNIT WORKING

24.1 Non-bargaining unit employees shall not perform bargaining unit work regularly assigned to existing classifications except in the following circumstances:

(a) During emergency where College equipment or materials are in danger of being damaged or the safety of employees is in jeopardy;

(b) To fill in for employees who are absent when a temporary transfer cannot be made;

(c) For purposes of instruction and/or training;

(d) The performance of work related to the development and testing of new procedures or equipment, installation of new equipment, procedures or materials;

(e) To meet scheduled events at the College on an emergency basis which could not otherwise be done with the regular shift employees (emergency shall mean any unforeseen circumstances that demand immediate attention).

#### ARTICLE XXV

##### VALIDITY CLAUSE

25.1 The Union and the Employer agree that in the event that the provisions of this Agreement shall be in conflict with existing rules, regulations and/or ordinances officially abridged, delegated or modified by the terms of this Agreement, the terms of this Agreement shall prevail. This collective bargaining agreement supersedes any other agreements dealing with wages, hours and terms and conditions of employment.

#### ARTICLE XXVI

##### MANAGEMENT RIGHTS

26.1 The Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to operate

the College, provided, however, that the Employer shall not violate any express provision of this Agreement.

## ARTICLE XXVII

### INSURANCE

27.1 The Employer shall continue for full-time employees its present insurance programs which are in effect as of July 1, 1987, as follows:

(a) Hospitalization - The current plan, which is equal to MESSA Super Med I, July, 1981.

(b) Life - current plan (\$15,000.00).

27.2 Effective July 1, 1987, or as soon thereafter as a dental plan may be made effective, the Employer shall provide a Dental Plan (Blue Cross/Blue Shield, 50/50/50 MBL \$800) or an equivalent plan for full-time employees and dependents.

27.3 Except for those plans or programs which are self-funded, the Employer's liability with respect to any benefits shall be limited to the payment of the premiums agreed to and by the payment of such premiums the Employer shall be relieved of any further liability with respect to the benefits under the insurance program. With respect to those plans or programs which are self-funded, the Employer's liability is limited to the benefit provisions of the plan.

27.4 The Employer shall have the right to change any or all of the insurance carriers or funding method, including any HMO plan, so long as the benefits remain substantially the same or

are better than MESSA Super Med I, July 1, 1981 or the Dental Plan of July 1, 1987.

27.5 New employees shall be first covered in accordance with the provisions of the particular policy. Employees on layoff or leave of absence shall continue on the above program for the first full month following the month of layoff or leave of absence, but thereafter it shall be the responsibility of the employee, if he desires, to make arrangements for continuation of the insurance at his expense.

#### ARTICLE XXVIII

##### MISCELLANEOUS

28.1 Work Equipment. The Employer shall continue to provide lockers, tools, gloves, boots, rain coats, safety equipment or any equipment required as a condition of employment.

28.2 Part-Time Hires. Where there is a full-time opening not filled pursuant to Article XII every effort will be made to hire a full-time employee before two part-time employees will be hired.

28.3 Uniforms. The Employer shall provide eleven (11) uniforms for maintenance and grounds with three (3) changes per week, and seven (7) uniforms for custodial employees with two (2) changes per week.

28.4 Bulletin Boards. The Employer shall provide three (3) bulletin boards.



28.5 Meeting Place. Upon advance written request to the Employer, the Employer shall provide a meeting place for the employees to conduct a regularly or specially called union meeting, so long as such does not interfere with the normal operation of the College.

28.6 Mileage. The Employer shall pay the employee twenty cents (20¢) per mile or whatever greater amount is fixed by the Employer if the employee uses his own car for authorized Employer business.

28.7 Job Description. The Union requests the Employer to furnish a job description.

28.8 Work Study. Work study students shall not result in loss of permanent employees, or loss in overtime.

28.9 Wash-Up Time. Employees may utilize the five (5) minute period before their lunch period and before the end of their shift for wash-up and clean-up purposes.

28.10 Retirement Pay. The Employer shall pay on behalf of each employee the retirement pay contribution to the Michigan Public School Employees' Retirement System that previously had been paid by such employee.

28.11 Tuition. Permanent employees taking courses at Muskegon Community College will be reimbursed by the Employer one hundred percent (100%) of the tuition for up to and including two (2) courses per semester and six (6) courses per year, providing such courses are related to an employee's position, or are

necessary to fill requirements for an Associate Degree related to an employee's position.

Upon presentation of evidence demonstrating successful completion (C grade or better), the Employer shall reimburse the employee for the tuition referred to above. Employees are encouraged to take educational courses at Muskegon Community College to improve their work skills and knowledge as long as the hours of such classes do not conflict with their regular working hours.

28.12 Wherever the term "her" is used in this Agreement it shall also mean "him", and vice versa, and no intent to discriminate on the basis of sex shall be implied by the use of either term.

#### ARTICLE XXIX

##### WAGE SCHEDULE

29.1 Attached and made a part hereof are the wage rate schedules for the 12-month periods indicated on the schedules.

29.2 Leadpersons and those employees who are acting temporary supervisors shall be paid a premium of fifty cents (50¢) per hour for the time working in that capacity.

The employer reserves the right to appoint and remove such employees.

A lead person is one who is designated and authorized to assign and direct the job duties and location of other employees.

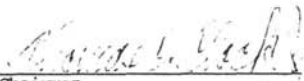
ARTICLE XXX  
DURATION OF AGREEMENT


30.1 This Agreement shall be effective as of July 1, 1987 and shall continue in effect until and through June 30, 1990. This Agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated, unless extended in writing by the parties.

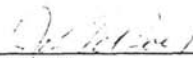
30.2 The parties shall commence negotiations on a successor agreement no later than sixty (60) calendar days prior to the expiration of this Agreement.

BOARD OF TRUSTEES

SERVICE EMPLOYEES INTERNA-  
TIONAL UNIT 15

By   
Chairman

By   
Local President

  
Secretary

  
Unit President

APPENDIX A

FORM FOR DUES CHECK-OFF; LOCAL 586

I hereby authorize and direct my Employer to deduct from my wages, and pay over to the Union on notice from the Union, such amounts including membership dues, initiation fees and special assessments, as may be established by the Union and become due to it from me during the effective period of this authorization.

Signed \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date \_\_\_\_\_

## Maintenance/Custodial Agreement -

## WAGE RATES

07/01/87 - 06/30/88

	New							
	Employee Step 1	6 Mos. Step 2	6 Mos. Step 3	6 Mos. Step 4	6 Mos. Step 5	6 Mos. Step 6	6 Mos. Step 7	12 Mos. Step 8
Licensed Maintenance	9.27	9.37	9.47	9.57	9.72	10.19	10.58	10.99
Maintenance (Skilled) *	8.27	8.37	8.47	8.57	8.72	9.14	9.49	9.85
Maintenance (Semi-Skilled) *	7.72	7.82	7.92	8.02	8.12	8.51	8.83	9.17
Grounds	7.72	7.82	7.92	8.12	8.22	8.61	8.94	9.28
Custodian I *	7.52	7.62	7.72	7.92	8.12	8.51	8.83	9.17
Utility*	7.52	7.62	7.72	7.82	7.92	8.30	8.62	8.95
Custodian II	6.62	6.72	6.82	6.92	7.07	7.40	7.68	7.97

## APPENDIX C

Maintenance/Custodial Agreement - WAGE RATES  
07/01/88 - 06/30/89

	New Employee							
	Step 1	6 Mos. Step 2	6 Mos. Step 3	6 Mos. Step 4	6 Mos. Step 5	6 Mos. Step 6	6 Mos. Step 7	12 Mos. Step 8
Licensed Maintenance	9.67	9.77	9.87	9.97	10.12	10.59	10.98	11.39
Maintenance (Skilled)*	8.67	8.77	8.87	8.97	9.12	9.54	9.89	10.25
Maintenance (Semi-Skilled)*	8.12	8.22	8.32	8.42	8.52	8.91	9.23	9.57
Grounds	8.12	8.22	8.32	8.52	8.62	9.01	9.34	9.68
Custodian I*	7.92	8.02	8.12	8.32	8.52	8.91	9.23	9.57
Utility*	7.92	8.02	8.12	8.22	8.32	8.70	9.02	9.35
Custodian II	7.02	7.12	7.22	7.32	7.47	7.80	8.08	8.37

Maintenance/Custodial Agreement - WAGE RATES  
 07/01/89 - 06/30/90

	New							
	Employee Step 1	6 Mos. Step 2	6 Mos. Step 3	6 Mos. Step 4	6 Mos. Step 5	6 Mos. Step 6	6 Mos. Step 7	12 Mos. Step 8
Licensed Maintenance	10.07	10.17	10.27	10.37	10.52	10.99	11.38	11.79
Maintenance (Skilled)*	9.07	9.17	9.27	9.37	9.52	9.94	10.29	10.65
Maintenance (Semi-Skilled)*	8.52	8.62	8.72	8.72	8.92	9.31	9.63	9.97
Grounds	8.52	8.62	8.72	8.92	9.02	9.41	9.74	10.08
Custodian I*	8.32	8.42	8.52	8.72	8.92	9.31	9.63	9.97
Utility*	8.32	8.42	8.52	8.62	8.72	9.10	9.42	9.75
Custodian II	7.42	7.52	7.62	7.72	7.87	8.20	8.48	8.77



ATTACHMENT I

# MUSKEGON COMMUNITY COLLEGE

221 S. QUARTERLINE ROAD · MUSKEGON, MICHIGAN · 49442

CUSTODIAL

CALL-IN PROCEDURE

Every effort should be made to call at least two (2) hours prior to the start of the shift or in the case of an emergency as soon as possible. You may also call your supervisor directly or call the telephone answering service.

J. Rotman (1) 895-5509

R. Racine (1) 696-2417

R. Platt 773-0330

Please leave your name, time, the reason for your absence and a telephone number where you can be reached on the recording.

The machine will answer your call with the message:

"This is Muskegon Community College. At the sound of the tone please leave your name, the date, the time, the reason for your absence and a telephone number where you can be reached if possible. Thank you."

Then you may use the following format:

This is \_\_\_\_\_ calling. It is \_\_\_\_\_ I will not  
name mo day hour

be in because \_\_\_\_\_ I can be reached at \_\_\_\_\_  
state your reason phone number.\*

Upon return from your absence, a Reason for Absence form may be obtained from your supervisor or the Personnel Office and completed.

\*If you cannot leave a telephone number where you can be reached, please so indicate on the tape.

8/31/87



Snow Removal Letter:

1. Commencing on or about December 1 until on or about March 15 following, the Employer shall designate two qualified grounds employees for snow removal pursuant to the following:
  - a) Such employees must be qualified to operate all snow removal equipment, including Case W-10 End-Loader(s) and Ford Snow Plow Truck(s).
  - b) One employee shall be assigned to third shift which is 11:00 p.m. Sunday - 7:00 a.m. Friday.
  - c) One employee shall be assigned on the first shift and shall receive 25¢ per hour on call premium pay for first shift hours, and will be "on call" to come in whenever he is needed.
  - d) If the shift assignment is not satisfactory to either employee, the shifts may be alternated every 30 days.
2. Employees may be selected for training on the snow removal equipment by the Employer, and employees will assist in training.
3. Each employee shall receive 50¢ per hour for each hour while operating the Case W-10 End Loader(s) or Ford Snow Plow Truck(s). Such hours shall be recorded daily.

Payment for such hours shall be made in lump-sum at the conclusion of the snow plowing season.

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