

AGREEMENT BETWEEN THE BOARD OF TRUSTEES  
OF SCHOOLCRAFT COLLEGE

AND

SCHOOLCRAFT COLLEGE ASSOCIATION  
OF FOOD SERVICE EMPLOYEES-MEA

JULY 30, 2020 – JUNE 30, 2023

## TABLE OF CONTENTS

	<u>Page</u>
Preamble .....	3
Article I Union Recognition, Union Membership and Dues Check-Off .....	4
Article II Purpose.....	4
Article III Board Rights .....	4-5
Article IV Non-Discrimination.....	5
Article V Jurisdiction .....	5
Article VI Representation.....	5-6
Article VII Contractual Work .....	6
Article VIII Hours and Work Week .....	6-9
Article IX Seniority .....	9-10
Article X Transfers and Promotional Procedure .....	10
Article XI Holidays .....	11
Article XII Vacation .....	11-12
Article XIII Sick Time .....	12-13
Article XIV Leaves of Absence.....	13-15
Article XV Bereavement .....	15
Article XVI Jury Duty .....	16
Article XVII Visitation and New Jobs .....	16
Article XVIII Uniforms.....	16-17
Article XIX Educational Grant Fund .....	17
Article XX Dependent Care Program .....	17
Article XXI Discipline.....	17-19
Article XXII Grievance Procedure.....	19-21
Article XXIII Safety Practices .....	21
Article XXIV Severance Pay.....	21
Article XXV Classification and Compensation.....	21-22
Article XXVI Training .....	22
Article XXVII Distribution of Agreement.....	23
Article XXVIII Binding Effective Agreement.....	23
Article XXIX Scope, Waiver, and Alteration of Agreement .....	23
Article XXX Entire Agreement .....	23-24
Article XXXI Termination, Change or Amendment .....	25
Exhibit A Wage Schedule.....	26
Exhibit B Job Classification.....	27
Exhibit C Letter of Understanding (Special Tips).....	28
Exhibit D Recognition and Inclusion Focus .....	29

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OF SCHOOLCRAFT COLLEGE  
AND  
SCHOOLCRAFT COLLEGE ASSOCIATION OF  
FOOD SERVICE EMPLOYEES – MEA

This Agreement will become effective the 30th day of July 2020 by and between the Board of Trustees of Schoolcraft College, sometimes referred to as the “Board” and the Schoolcraft College Association of Food Service Employees – MEA, sometimes called the “Union.”

PREAMBLE

THE parties have a mutual obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, 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, and

THE parties following extended and deliberate negotiations have reached a mutual agreement. IN CONSIDERATION OF the mutual covenants it is agreed as follows:

## **ARTICLE I**

### **UNION RECOGNITION, UNION MEMBERSHIP AND DUES CHECK-OFF**

#### **A. Union Recognition**

1. The Board recognizes the Union as the sole and exclusive bargaining agent, as defined in the Michigan Employment Relations Act, MCL 423.201 et seq., 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" shall include those classifications as listed in Exhibit B, but only those regular status employees who normally work twenty (20) or more hours per week. This definition shall also exclude all executive, office clerical, classified, professional, and supervisory employees.

#### **B. Union Membership and Dues**

1. No "employee" is required to become a member of the Union and no "employee" is required to pay any dues to the Union.
2. However an "employee" is entitled to join the Union and/or entitled to pay dues or service fees to the Union, if the employee so chooses.

#### **C. Check-off**

1. The Board agrees to deduct dues from the wages of employees covered by this Agreement and remit to the Union, on or before the 15<sup>th</sup> of each month, the funds so collected.
2. Those payroll deductions will be made only in such cases where the employee has voluntarily filed 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, 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 the 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, layoff, assign work, discipline, 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 shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE IV**

### **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, color, sex, age, marital status, disability, height, weight, arrest record, genetic information and/or national origin.

## **ARTICLE V**

### **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 hired in a classification subject to this Agreement.

## **ARTICLE VI**

### **REPRESENTATION**

- A. The Union shall elect one (1) bargaining unit employee, in good standing, as its president. The Union shall have the right to have an alternate representative to serve in the place of the president

when the president is absent. The Union shall notify the College in writing of the names of such persons.

- B. The president or his or her designee, during his or her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his or her supervisors. This privilege shall not be abused.
- C. During his or her term of office, the president shall be deemed to head the seniority lists for the purposes of job position, layoff, and recall only, provided he/she is qualified to do the required work. Upon termination of his or her term, he/she shall be returned to his or 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 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 not accumulate beyond this contract. Application for use of these days shall be forwarded to the Vice President and Chief Human Resource Officer, or his or her designee with a copy to the respective supervisor. Use of the days shall be contingent upon availability of coverage for the department functions.

## **ARTICLE VII**

### **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, or 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 VIII**

### **HOURS AND WORK WEEK**

#### **A. Work Hours**

- 1. During the fall and winter terms, the work hours of a part-time employee shall consist of between twenty (20) and thirty-nine (39) hours beginning at 12:00 a.m. Monday and ending one hundred sixty-eight (168) hours after. During the spring and summer terms, there is no guaranteed minimum number of hours per week, and the work hours of a part-time employee shall not exceed 39 hours per week. By mutual agreement, two employees may share shifts in the spring and summer terms.
- 2. The normal work day shall include a paid lunch period for those working more than a 6 hour shift and/or a paid rest period as specified in Section B.

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

Over 3 Hours, but less than 6 Hours	1-15 minute paid rest period
6 Hours, but less than 7 Hours	1-30 minute paid lunch
	1-15 minute paid rest period
7 Hours or more	1-30 minute paid lunch
	2-15 minute paid 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. The employer shall establish department policy regarding the costs of food provided to employees; employees will pay for costs beyond limits set by the department. There will be no combining of shifts for the purpose of increased lunch/break time.

Transition Time: When multiple shifts are worked, a five (5) minute allowance for transition will be permitted from the first shift to the second shift. At the beginning of the first shift, employees are responsible to contact their shift leader and make them aware of their transition time. Employees will be expected to start on time for the second shift.

#### 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 Union president on a quarterly basis.
4. Employees refusing overtime will be charged with the hours refused for purposes of overtime equalization.
5. The combination of shifts shall not equal more than 10 hours of work. In the event that the shift would place the bargaining unit employee over ten (10) hours in a day they shall be allowed to complete the event shift.

#### 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 in accordance with scheduling guidelines.

#### E. Special Events

1. All events scheduled to begin on or after 4:00 p.m. Monday through Saturday, and all day Sunday, are designated as "Special Events." Management shall determine if an earlier start time is necessary to accommodate the needs of the event. Employees will receive Special Event pay for events designated by management as Special Events on the banquet schedule. Food Service workers designated as chefs shall receive Special Event pay in accordance with chef start times for Special Events. It is understood that drops and cleanup shifts for non-Special events which occur after 4:00pm will not be considered Special Events.

2. Special Event hours shall not be considered when calculating vacation, sick leave, or other benefit eligibility.
3. During Special Events, employees working: more than three (3) hours but less than six (6) hours shall be granted a paid fifteen (15) minute break; more than six (6) hours but less than seven (7) hours shall be granted an additional one-half (1/2) hour paid meal break; more than seven (7) hours shall be granted an additional paid fifteen (15) minute break.
4. In scheduling Special Event shifts, management will equitably rotate assignments among bargaining unit employees. Employees will sign up for regular Banquet shifts. If Management determines a need to reduce the size of the work force during a Special Event, the option of staying or leaving shall be offered according to seniority. Members who work under this provision (unless they have opted out as provided in paragraph 5 below) will receive a bonus of \$100 to be paid at the end of the fiscal year.
5. SCAFSE employees may voluntarily exempt themselves from the above provision (paragraph #4). Exempt employees may indicate availability to work Special Events but will not receive preference over on call or less senior union employees. The opportunity for members to exempt themselves from this provision will occur at the annual August bid meeting for the succeeding period of September 1 through the following August 31 for current employees, and within 30 days of hire for newly hired employees.
6. New employees will be added to the Special Events rotation and Banquet schedule after sufficient training with a seasoned union employee who certifies that the new employee is qualified to work Special Events and Banquets.
7. Supervisors will assign Banquet and Special Events shift coverage based on the ratios established by the Food Services Department.
8. Special Events and Banquet regular hours will be posted and shall be offered according to seniority. In the event Banquet Extra Hours, when combined with an employee's regular shift hours, results in overtime, Management must provide pre-approval. When overtime is a necessity, it shall be rotated by seniority among bargaining unit employees. Banquet Extra Hours cannot be combined with employee's regular shift hours for purposes of additional breaks and/or lunch breaks. Lunch shall be considered a paid break for those working more than six (6) hours.
9. In the anticipation of COVID-19 conditions improving, a meeting with Union and the Employer will be arranged within one (1) year of the ratification of the Agreement, so the parties can review the operations.

#### F. Emergency Closing

1. If it becomes necessary for the College President or his or 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 F1 above, his or her regular rate of pay for all hours actually worked. This does not constitute a double payment for the same shift.



- G. Should the College adjust Henry's hours of operation before or after a designated holiday (as defined in Article XIV) during the fall and winter terms, those employees who were regularly scheduled to work shall receive compensation at their regular rate for the hours they were scheduled to otherwise work but for the closing.

## **ARTICLE IX**

### **SENIORITY**

- A. Employees shall be regarded as probationary employees the first ninety (90) days of active employment. During the first thirty (30) days of employment, proof of food sanitation certification must be obtained as a condition of continued employment. On a case by case basis, the timeline may be extended for extenuating situations that are submitted in writing to the Executive Chef Henry's Operations. A performance review shall be conducted prior to the end of the probationary period. After successful completion of probation, performance reviews will be conducted annually. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- B. Seniority shall be granted to date of hire after completion of probationary period. When two or more employees have the same seniority date, the employee whose birthday falls first in the calendar year will have the higher seniority.
- 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 bargaining unit employee.
- D. An employee will lose his or her seniority for the following reasons:
  - 1. He/she resigns.
  - 2. He/she is discharged for cause.
  - 3. Layoff for length of employment in excess of twelve (12) months.
  - 4. Failure to return from a leave of absence.
  - 6. Death
  - 7. Retirement
  - 8. Accepting a position outside of the bargaining unit.
  - 9. Job Abandonment
- E. Any bargaining unit member, in good standing, who is elected or appointed to a full time office in the Union, whose duties require his or her absence from his or her work, shall be granted a leave of absence for the term of such office and shall accumulate seniority during his or her term of office and at the end of such term shall be entitled to resume his or her regular seniority status including 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. Employees assigned to a higher classification may return to the lower classification without prejudice at any time within a period

of ninety (90) calendar days from date of assignment. A bargaining unit employee that remains in the supervisory position after ninety (90) calendar days loses all seniority earned in the bargaining unit.

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 on paid sick leave.

I. An agreed to seniority list shall be made available to the Union President 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 X**

### **TRANSFERS AND PROMOTIONAL PROCEDURE**

A. Work Assignments

Employees shall bid on work assignments based on seniority. The immediate supervisor will take these bids into consideration and make the final determination on work assignments. Job bids will be posted by the first Monday in August.

B. Vacancies

1. Notice of all vacancies and newly created positions shall be posted electronically and 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 last.
2. Employees shall be given five (5) working days 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 or she has the necessary qualifications to perform the duties of the job involved. In the event Administration does not feel that it is desirable, such employee may grieve the decision of the Administration.
3. The Administration may post newly created positions in the manner that serves the best interest of the College and accessible for applicants to include but not be limited to: the type of work; place of work; starting date; rate of pay, hours to be worked; and the classification.

**ARTICLE XI**

**HOLIDAYS**

A. The Board will pay for the following holidays, which occur during regular part-time work schedules, provided the employee works the last scheduled work day before and the first scheduled day after said holiday.

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Thanksgiving Day       |
| Martin Luther King Jr. Day | Day after Thanksgiving |
| Memorial Day               | Christmas Eve Day      |
| Independence Day           | Christmas Day          |
| Labor Day                  | New Year's Eve Day     |

- B. Employees required to work on any of the above named holidays shall receive double time plus holiday pay for the time worked.
- C. Employees off sick on the holiday and/or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- D. Holiday is defined as a twenty-four (24) hour period starting at 12:01 a.m. on the day of the holiday and continuing through 12:00 a.m. the day after 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 XII**

**VACATION**

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

<u>Hours Worked</u>	<u>600</u>	<u>700</u>	<u>800</u>	<u>900</u>	<u>1000</u>	<u>1100</u>	<u>1200</u>	<u>1300</u>	<u>1400</u>	<u>1500</u>
Vacation Hours	12	14	18	19	20	22	24	26	28	30

1. Vacation credit shall accrue during an employee's probationary period; however, he/she may not use vacation time until it is credited as provided above.
2. Vacations shall be used in the same format as earned, i.e., an employee working a five (5) hour day shall receive his or her vacation at the rate of five hours per day. The use of vacation days shall be scheduled with the approval of the Supervisor or designee. In the event two or more employees requires 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 4 of this Article.

Vacation requests must be submitted no later than two weeks prior to the desired vacation. Approval of vacation time shall be given in writing within one week of receipt of the request whenever possible.

3. Earned vacation must be used during the fiscal year, July 1 through June 30. Up to two (2) days of unused vacation may be carried over and must be used by December 31.
4. Employees terminating employment shall receive pro rata vacation allowance based upon 1/12 of the vacation pay for each month worked, or major fraction thereof, between July 1 and his/her termination date.
5. "Extra hours" will be included in the review of the employee's prior service for the purpose of calculating earned paid vacation time as provided above.
6. Once a vacation request is submitted by an employee, their position will be made available for bidding. Employees will be permitted to bid on the position offered according to the following schedule:

Position posted two weeks in advance – three calendar days to bid

Position posted three weeks or more in advance – one week to bid

## ARTICLE XIII

### SICK TIME

- A. Each employee covered by this Agreement will be entitled to sick time accumulated in a single sick time bank at the rate of one and eight one-hundredths (1.08) work days 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 time hours 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.

#### **Sick time for Part-time employees shall be granted as follows:**

<u>Hours Worked</u>	<u>600</u>	<u>700</u>	<u>800</u>	<u>900</u>	<u>1000</u>	<u>1100</u>	<u>1200</u>	<u>1300</u>	<u>1400</u>	<u>1500</u>
Sick Hours	22	22	26	28	35	35	35	40	40	45

When an employee scheduled for extra hours calls off sick or for personal business, those hours will be deducted from the employee's sick bank. "Extra hours" are included in the averaging of the "hours worked per day" calculation for earning sick time benefits as above.

- B. 1. Sick time shall be granted to an employee when he/she is incapacitated from the performance of his or 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 time 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 or her employment position would jeopardize the health of others.

2. An employee absent from work due to an illness or injury for more than three (3) consecutive days shall contact the Benefits Manager in Human Resources and supply the following information:

- Nature of illness or injury
- Treatment received and any future treatment necessary
- When the employee anticipates returning to work (or next appointment with physician)
- Telephone number where employee may be reached

3. When absent for more than three (3) consecutive days due to an illness or injury, the employee may not return to work without submission of written medical documentation to the Director of Compensation and Benefits . The documentation from the treating physician must delineate the following:

- Nature of illness or injury
- Treatment received and any future treatment necessary
- Date employee is released to return to work, noting with or without restriction(s)
- Any restriction must be specific (i.e., “no lifting over a specific weight”)

The employee shall be instructed as to any further information or written verification which may be required.

C. An employee can use up to three (3) sick time days for reasons of personal business.

Except in emergency situations, prior notification of three (3) working days must be given to the Supervisor or designee, for purposes of this paragraph.

Approval of the request for personal business time will be made within one (1) week of receipt of the request whenever possible.

D. Records of sick time accumulated and taken shall be available to the employee and the Union.

## **ARTICLE XIV**

### **LEAVES OF ABSENCE**

A. Unpaid leaves of absence may be granted for regular status employees at the discretion of the Vice President and Chief Human Resource Officer 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 Vice President and Chief Human Resource Officer with a copy to the employee's immediate supervisor and Union president.
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 Vice President and Chief Human Resource Officer, in writing, of his or 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 Vice President and Chief Human Resource Officer within the appropriate time is a violation of this Article and may result in disciplinary action up to and including termination of employment.
5. An employee returning at the completion of an approved leave of absence under one (1) year shall be returned to the same assignment which he or she held at the time the leave commenced. If that assignment no longer exists and the employee has sufficient seniority, he or she shall be returned to a substantially equivalent assignment.

C. Health Leave

1. When an employee is ill and has used all of his or her sick leave, all accumulated vacation allowance and personal days, he or she may request to be placed on leave of absence for a period not to exceed one year.
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 Vice President and Chief Human Resource Officer may require an examination by a doctor designated by the College at College expense. If a bargaining unit member is required to get an examination by a doctor designated by the College, the member will be paid for the time required for the examination inclusive of travel time.

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 immediate family members or other responsibilities or for personal circumstances of a highly unusual or compelling nature.

E. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, as amended, an eligible employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period. College shall follow all provisions of the FMLA.

All eligible employees are required to use paid leave concurrently with FMLA.

The College uses the rolling method, from the first day used, to calculate leave under FMLA.

A parental leave of absence without pay may be requested for the purpose of child bearing and/or rearing as follows:

1. An employee who is pregnant may request, documented by a physician's statement, a leave to begin at any time during the pregnancy through ninety (90) days after a child is born to her. Said employee shall notify the Vice President and Chief Human Resource Officers in writing of her desire to take such a leave, and, except in case of emergency, shall give such notice at least thirty (30) calendar 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 will be taken as sick leave as provided for in Article XVI.

2. A male employee may request a leave of up to ninety (90) days to begin at any time between the birth of a child and one (1) year thereafter.
3. An employee adopting an infant child (i.e., one (1) year of age or less), shall be granted upon request, a leave for up to ninety (90) days to commence at any time during the first year of receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.
4. Except in cases of medical disability, the employee may request one extension of leave up to an additional (90) days.
5. In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961, *et seq.*, an eligible non-exempt (hourly) employee may use paid leave [sick/medical/PTO] for any qualifying reason for the employee or an employee's family member.

## **ARTICLE XV**

### **BEREAVEMENT**

In case of death in his or 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' member is defined as spouse, children, parents, brothers, sisters, step of the above, grandparents, grandchildren, brothers-in-law, sisters-in-law, parents-in-law and aunt and uncle if they currently reside in the same household or if the primary caregiver. 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 XVI**

### **JURY DUTY**

An employee who is called for and reports for jury duty shall receive his or her full wages for the duration of the jury duty. Mileage allowance is not considered a jury duty fee. In order to receive payment under this section, the employee must give his or her supervisor prior notice that he/she has been summoned for jury duty and must furnish their supervisor satisfactory evidence that jury duty was performed on the day(s) 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 XVII**

### **VISITATION AND NEW JOBS**

- A. Visitation – After presentation of proper credentials at the office of the direct supervisor or designee, officers or accredited representatives of the Union shall be admitted, upon request of 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 College 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, classifications, and 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 or its designee will notify the Union of such new or changed job and will, within thirty (30) calendar days after such new or changed job is established, communicate such with the Union.
- 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 XVIII**

### **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) calendar 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. By June 30 of each fiscal year, members of the bargaining unit who have been employed for one (1) year or longer shall receive \$425 (those members who have opted out of special events rotation as provided in Article XI Section E.5 will receive \$325). Culinary unit members shall receive an allowance of \$200. By June 30, those employees who have worked twelve (12) Special Events or 50 special event hours during the previous year shall receive an additional \$200 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. 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 and shoes. Employees are required to wear the uniforms and shoes which are approved by management and adhere to department policy.
- D. The employer shall supply the necessary tools (i.e., hairnets, ear plugs) to bargaining unit employees that will ensure and promote a healthy environment for employees, students, and the College.

## **ARTICLE XIX**

### **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.

The course fees (excluding lab fees), for employees only, will not exceed two hundred (\$200) dollars, per class for three credit hours.

Dependents are defined as persons who constitute a lawful exemption for such employee for federal tax purposes.

## **ARTICLE XX**

### **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 XXI**

### **DISCIPLINE**

- A. Written notification of disciplinary action, suspension or dismissal shall be sent to the employee and the Union.

B. Among the causes which shall be deemed sufficient for disciplinary action, suspension or dismissal 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.
11. Willful violation of any provisions of this contract.
12. Deliberate falsification of records and reports. All dismissals and suspensions shall be without pay.
13. Misconduct that undermines the credibility of the College relative to inappropriate use of social media.

C. Disciplinary action shall be defined as any verbal warning, written warning, reprimand, suspension or discharge.

D. Progressive Discipline shall be as follows:

1. It is the College's practice to advise employees of performance or disciplinary issues and provide them the opportunity to correct the issue. Each work performance, attendance and policy/rule related offense will progress through the disciplinary process. Although the disciplinary process consists of steps known as progressive discipline, the College may skip any step depending on severity of the offense.

Employee discipline will fall into one of the following three (3) categories:

1. Attendance
2. Work Performance
3. Policy, Work Rule & Regulation

The formal disciplinary process steps are documented on the Employment Action/Disciplinary Notice form and placed in the employee's personnel file. All Employment Action/Disciplinary Notice forms are to be reviewed by the Vice President and Chief Human Resource Officer or Labor Relations Manager for approval prior to meeting with the employee. The formal disciplinary process steps are as follows:

1. Verbal Reprimand (will be documented)
2. Written Reprimand
3. Suspension
4. Termination

Note: The College may place an employee on paid administrative leave pending further investigation. In addition, both sides may mutually agree to skip a step in the progressive discipline process depending on the severity of the offense.

1. The employee shall receive a copy of the written reprimand and shall be given an opportunity to respond to it.
  2. Warnings and reprimands shall be discussed privately between the employee and the supervisor, with the exception of the Association representatives and/or the Administration representatives.
  3. Before any meeting is called from which the disciplinary action may result, the employee shall be notified and shall be entitled to have a representative of the Association present.
  4. The Association shall be notified of any employee discharge from the College. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days from the date of the incident except by mutual consent.
- E. This written notice, as herein provided, shall not remain in effect for a period of more than twenty-four (24) months from the date of said written warning notice.
- F. Any reasonable complaint directed toward a bargaining unit member shall be called to the bargaining unit member's attention when such a complaint is to be made part of the employee's evaluation or personnel file, or used as a basis for discipline.
- G. The bargaining unit member may have a representative of the Association present when being reprimanded or disciplined.

## **ARTICLE XXII**

### **GRIEVANCE PROCEDURE**

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

An employee having a grievance shall present it orally to the immediate supervisor involved within ten (10) working days. The employee can contact the union president for assistance as needed before or during the ten (10) working days.

### Step Two

- A. The union president shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired within thirty (30) working days from the date of Step One-A above.
- B. The aggrieved employee and the union president shall sign the grievance.
- C. The grievance shall be submitted to the Supervisor or designee. The grievance shall be answered in writing and transmitted to the Uniserv Director with a copy to the union president within ten (10) working days.

### Step Three

- A. An appeal from Step Two shall be transmitted in writing to the Vice President and Chief Human Resource Officer within ten (10) working days.
- B. The Uniserv Director, the union president, and grievant shall meet with the Supervisor or designee and the Vice President and Chief Human Resource Officer to discuss the grievance within ten (10) working days of its written submission to Step Three.
- C. The Vice President and Chief Human Resource Officer shall give a decision in writing to the Uniserv Director and the union president within ten (10) working days from the meeting date in Step Three-B.

### Step Four

- A. Should the Union choose to proceed to arbitration they shall, within fifteen (15) working days of receipt of the answer in Step three, submit a written request for arbitration to the American Arbitration Association with a copy to the Vice President and Chief Human Resource Officer.
- B. The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his or her opinion to the sole question of whether or not:

There has been a violation, misinterpretation, or misapplication of any provision of this Agreement, (2) there has been a deviation from or misinterpretation or misapplication of contract provisions affecting the conditions of employment of bargaining unit members 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.

- C. 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 address prohibited or illegal subjects of bargaining or to substitute his or her discretion for that

of the parties involved in the arbitration. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. All arbitration hearings shall be held at the College's facilities.

Thirty (30) days after the arbitrator is confirmed as the arbitrator for the case, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.

Notwithstanding any other provision in this Agreement, the College shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The College, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

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

## **ARTICLE XXIII**

### **SAFETY PRACTICES**

- A. 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.
- B. The union may reserve the option to have a member represented on the Schoolcraft Safety Committee to be selected by the union in accordance with the Safety Committee guidelines for participation.
- C. The College shall be in compliance with all federal and state regulations as determined by OSHA and MI-OSHA.

## **ARTICLE XXIV**

### **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 or 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 XXV**

### **CLASSIFICATION AND COMPENSATION**

- A. The parties 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, and made a part of by reference.

## B. Benefit Eligibility.

Employees working twenty (20) hours or more up to thirty-nine (39) hours per week and at least thirty (30) weeks per year will be eligible for the following benefits:

1. Retirement as provided by law
2. Social Security as provided by law
3. Workers disability compensation as provided by law
4. Unemployment compensation as provided by law

## ARTICLE XXVI

### 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.

Out of pocket costs associated with the obtainment of food service sanitation certification and recertification will be paid by the college.

The Union and Management will form a collaborative work group to develop a comprehensive series of trainings that will be relevant to the intended audience. The catalog of offerings will be published annually to permit future participants to plan their schedules accordingly. The timeline to establish this group is Fall 2020 with the first meeting to be held before October 31<sup>st</sup>, 2020. The trainings will be offered through a variety of methods to include but not limited to:

- In-person
- On-line
- Virtual meetings live and/or prerecorded
- Individual and group settings

All employees completing the Schoolcraft Training series will be given a \$250 lump sum upon completion of the training.

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

## **ARTICLE XXVII**

### **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 hired by the College.

## **ARTICLE XXVIII**

### **BINDING EFFECTIVE AGREEMENT**

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

## **ARTICLE XXIX**

### **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 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 in this Agreement.
- C. If any Article or Section of this Agreement or any supplement 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, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at the mutually satisfactory replacement for such Article or Section.

## **ARTICLE XXX**

### **ENTIRE AGREEMENT**

- 1. Entire Agreement: The College and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 2. Waiver of Bargaining: Therefore, the College and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter or matter referred to or covered in this Agreement, or any matter not referenced or covered in this Agreement, or any matter not referenced or covered including past practices even though such subjects or matters may have

not been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

3. Sole Agreement: This Agreement constitutes the sole and entire existing agreement between the parties hereto and expresses all obligations and restrictions imposed on the College. Any pattern of past practice or conduct prior to this Agreement shall be deemed merged into this Agreement.
4. Savings Clause:
  - A. Should any part of this Agreement, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.
  - B. In such event, either party may require renegotiation of such invalid provisions for the purpose of adequate replacement thereof. However, if the parties are unable to agree within thirty (30) days following the commencement of the initial meeting, the matter will be postponed until contract negotiations are reopened at the expiration of this Agreement. The provisions located above in paragraph "A" will not be subject to arbitration, an unfair labor practice charge and/or court of law.
5. Written Agreement: This Agreement can be altered or amended only by written agreement between the parties hereto.



**ARTICLE XXXI**

**TERMINATION, CHANGE OR AMENDMENT**

This Agreement shall continue in full force and effect from July 30, 2020 through June 30, 2023.

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination.

Any notices shall be in writing and shall be sufficient if sent by Certified Mail to the Union, Schoolcraft College Association of Food Service Employees-MEA, 17500 W. 11 Mile Road, Suite 200, Lathrup Village, MI 48076, and if to the Employer addressed to 18600 Haggerty Road, Livonia, MI 48152, or to any other such address the Union or the Employer may make available to each other. Both parties may mutually agree to use electronic mail for formal delivery of any notices.

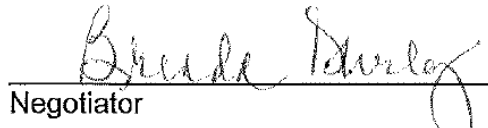
**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed.

SCHOOLCRAFT COLLEGE  
-Employer


  
\_\_\_\_\_  
Chairman of the Board


  
\_\_\_\_\_  
President of the College

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Negotiator

SCHOOLCRAFT COLLEGE ASSOCIATION  
OF FOOD SERVICE EMPLOYEES-MEA

  
\_\_\_\_\_  
Uniserv Director

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

**SCHOOLCRAFT COLLEGE ASSOCIATION OF FOOD SERVICE EMPLOYEES**

**WAGE SCHEDULE**

**2020-2023**

**Employees hired prior to June 30, 2011**

<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
\$17.06	\$17.23	\$17.23

**Employees hired after July 1, 2011**

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
New Employee	\$12.36	\$12.49	\$12.49
One Year Rate	\$13.41	\$13.55	\$13.55
Two Year Rate	\$14.91	\$15.06	\$15.06

Special Event rate: \$17.50

Special Event Rate - Sunday Only: \$18.50

Employees who hold certified culinarian credentials and perform duties as a sous chef shall receive a premium of \$0.50 per hour while performing those duties.

Employees who are assigned as a banquet captain in the absence of the banquet supervisor shall receive a premium of \$0.50 per hour while performing those duties. The banquet captain premium will be a pilot program that will expire at the end of this contract unless mutually agreed by both the union and the college to continue the premium.

**JOB CLASSIFICATION**

There is one classification for Food Service employees. All employees have the title of Food Service Worker.

**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.

### Recognition and Inclusion Focus

In recognition of the support that the Food Service Employees have provided to employee social and recognition events through the years, a one-time recognition reward is offered in the 2020-2021 contract year. This reward will be a voucher for the American Harvest restaurant in the amount of \$30 to be used within 12 months of American Harvest reopening. This reward will be accompanied by a letter of recognition.

To allow the Food Service Employees the opportunity to attend future social and recognition events, Henry's will suspend operations for up to two (2) hours for each of three (3) events in the 2021-2022 and 2022-2023 contract years. The Food Service Employees will be paid during these events as they are during their normal work schedule at a rate of straight time. These events have historically been:

- Annual employee recognition gathering (Spring)
- Summer time ice cream social (Summer)
- Christmas celebration (Winter)

If these events are altered to a different time of the year or with a different focus, the Food Service Employees will be included in the events that replace the above noted events. The primary goal of this Agreement is to increase interaction with other employees, boost employee morale within Schoolcraft College and to be present when recognition is offered to employees.

If Food Service Employees are not scheduled to work during these events, they are encouraged but not required to attend, and will be paid for their attendance. There will not be compensatory time offered if an employee is unable to attend or chooses not to attend.

Each employee will receive a complimentary membership to the Fitness Center located at the Physical Education Building, Schoolcraft College, 18600 Haggerty Road, Livonia, Michigan, 48152 for all employees to promote health and fitness.