AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE

AND

SCHOOLCRAFT COLLEGE ASSOCIATION OF FOOD SERVICE EMPLOYEES-MEA

July 1, 2025 – June 30, 2028

TABLE OF CONTENTS

		Page
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	6
Article VII	Contractual Work	6
Article VIII	Hours and Work Week	6-8
Article IX	Seniority	8-10
Article X	Transfers and Promotional Procedure	10
Article XI	Holidays	10-11
Article XII	Vacation	11-12
Article XIII	Sick Time	12-13
Article XIV	Leaves of Absence	13-14
Article XV	Bereavement	15
Article XVI	Jury Duty	15
Article XVII	Visitation and New Jobs	15-16
Article XVIII	Uniforms	16
Article XIX	Educational Grant Fund	16
Article XX	Dependent Care Program	17
Article XXI	Discipline	17-19
Article XXII	Grievance Procedure	19-20
Article XXIII	Safety Practices	20
Article XXIV	Severance Pay	21
Article XXV	Classification and Compensation	21
Article XXVI	Training	21
Article XXVII	Distribution of Agreement	22
Article XXVIII	Binding Effective Agreement	22
Article XXIX	Scope, Waiver, and Alteration of Agreement	22
Article XXX	Entire Agreement	23
Article XXXI	Termination, Change or Amendment	24
Exhibit A	Wage Schedule	25
Exhibit B	Job Classification	26-29
Exhibit C	Letter of Understanding (Tips)	30
Exhibit D	Employee Social and Recognition Events	31

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OF SCHOOLCRAFT COLLEGE

AND

SCHOOLCRAFT COLLEGE ASSOCIATION OF

FOOD SERVICE EMPLOYEES – MEA

This Agreement will become effective the 1st day of July 2025, 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 15th 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, national origin, religion, sex, sexual orientation, gender identity (including transgender status), age, height, weight, marital status, disability, arrest record, or other protected status.

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 (1) 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 Chief Human Resources Officer or 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 thirty-nine (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 six (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

Time and one-half (1.5) will be paid for all time worked over forty (40) hours in one work week.

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. Events

1. Additional hours may be available to bargaining unit members by participating in Events.

2. Events may include, but are not limited to, a combination of the following activities: bartending; dishwashing in Culinary Operations; event setup; maintaining appropriate food and beverage levels, and temperatures; clearing plates; setting linen; deliveries; and serving.

3. Management shall have the sole discretion to determine whether an Event requires an employee to be scheduled. When an Event Shift becomes available, bargaining unit members will be notified electronically by the end of the day on Friday no less than 10 days before the date of the Event. Bargaining unit members shall have until 9:00 am on the following Monday to accept the Event Shift. Bargaining unit members who elect to work an Event Shift shall be assigned such shift based on seniority. If no bargaining unit member elects to work an available Event Shift, Management may assign the Event Shift to non-union employees.

When an Event Shift becomes available within ten (10) days of the Event, a text will be sent out simultaneously. The shift will be assigned by seniority. If there is no response after thirty (30) minutes, Management shall have the right to offer the work to any non-union employee that is available to work.

4. If Event Shift hours, when combined with an Employee's regular shift hours would result in overtime, Management must provide pre-approval. Overtime is defined as hours worked over forty (40) in a work week. Event Shift hours cannot be combined with Employee's regular shift hours for purposes of additional breaks and/or lunch breaks. During Event Shifts, lunch and rest periods shall be as set forth in paragraph B above but the times at which they are taken must be approved by Management.

5. Should an Employee no call/no show an accepted Event Shift twice in any twelve (12) month period, the College has the sole discretion to remove the employee from Event shifts for the following three (3) months after the second no call/no show.

6. Employees shall be paid the Event Rate per hour for Event Shifts.

7. Employees must attend and successfully complete all Management required training sessions in order to be eligible for Event Shifts. Employees shall be paid the Event Rate for time spent in the required training sessions.

8. Should Management determine that an Employee is not following the Standard Operating Procedures (SOP's) or properly representing the Schoolcraft brand while working an Event Shift, the College has the sole discretion to remove the employee from Event shifts for the following six (6) months after the incident.

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 F.1 above, his or her regular rate of pay for all hours actually worked. This does not constitute a double payment for the same shift.

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 Management. 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 (2) 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 workday before and the first scheduled day after said holiday.

Independence Day	Annual Special Holidays (designated by the College)
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Martin Luther King, Jr. Day
Christmas Eve Day	Memorial Day
Christmas Day	Juneteenth 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:

Hours Worked	600	700	800	900	1000	1100	1200	1300	1400	1500
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 require 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. 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. Employees will accrue one (1) hour of sick time for every thirty (30) hours worked. Employees may use up to seventy-two (72) hours of sick time per year.

B. 1. Sick time shall be granted in accordance with Michigan law 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 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 five (5) consecutive days due to an illness or injury, the employee may not return to work without submission of written medical documentation to Human Resources. 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 Chief Human Resources Officer or designee 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 Chief Human Resources Officer or designee 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 Chief Human Resources Officer or designee, 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 Chief Human Resources Officer or designee 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 (1) 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 Chief Human Resources Officer or designee may require an examination by a doctor designated by the College at the College's 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 (FMLA) 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. The 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 Chief Human Resources Officer or designee 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 XIII.

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 ninety (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 workdays 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. Aunt and uncle must reside in the same household and/or the employee is 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.

B. Upon hire, an employee shall receive up to one hundred dollars ($100) as reimbursement for the purchase of uniforms, including shoes, upon presentation of receipts to the employee's supervisor within the first fourteen (14) days of employment.

C. By June 30 of each fiscal year, members of the bargaining unit who have been employed for one (1) year or longer shall be reimbursed for the purchase of new uniforms, including shoes, in an amount up to four hundred and twenty-five ($425.00) dollars. In order to receive uniform reimbursement, employees are required to provide, to their supervisor, receipts certifying the amount spent for the purchase of uniforms, including shoes. Employees are required to wear uniforms, including shoes, which are approved by management and adhere to department policy. Receipts will be submitted via email to keep record of submission.

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 Chief Human Resources Officer or designee 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 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 Chief Human Resources Officer or designee within ten (10) working days.

B. The Uniserv Director, the union president, and grievant shall meet with the Supervisor or designee and the Chief Human Resources Officer or designee to discuss the grievance within ten (10) working days of its written submission to Step Three.

C. The Chief Human Resources Officer or designee 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 Chief Human Resources Officer of designee.

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:

(1) 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 MIOSHA.

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 one thousand dollars ($1,000). Additional severance credit may be earned at the rate of ten dollars ($10) for each additional calendar month of his or her employment after the tenth year. In no case would the maximum payment exceed two thousand dollars ($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

C. 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.

ARTICLE XXVI

TRAINING

In the sole discretion of the College, training opportunities will be provided to bargaining unit members, in job duties outside of bargaining unit work. Bargaining Unit members who have received training in job duties outside of bargaining unit work may be provided, but are not guaranteed, work in those areas. Work and job duties outside of the bargaining unit work shall not be considered bargaining unit work and shall not create past practice. Pay for job duties outside of bargaining unit work shall be at regular hourly rate.

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 1, 2025, through June 30, 2028.

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 FOOD SERVICE EMPLOYEES, MEA

Anna Whitaker, Chief Negotiator

Jimalatice Thomas-Gilbert,
MEA UniServ Director

Tanesha Allen, Negotiator

BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE DISTRICT

Brett M. Gierak, Chairperson

Glenn Cerny, President

Amy Berendt, Chief Negotiator

Robert Leadley, Negotiator

Maeghan Scully, Negotiator

Patrick Sturdy, Negotiator

Charlie Stein, Negotiator

Exhibit A

SCHOOLCRAFT COLLEGE ASSOCIATION OF FOOD SERVICE EMPLOYEES

WAGE SCHEDULE

2025-2028

Employees hired prior to June 30, 2011

2025-2026 (5%)	2026-2027 (3%)	2027-2028 (1%)
$19.77	$20.36	$20.56

Employees hired after July 1, 2011

2025-2026 (5%)	2026-2027 (3%)	2027-2028 (1%)
$17.28	$17.80	$17.98

Event rate

2025-2026 (5%)	2026-2027 (3%)	2027-2028 (1%)
$20.09	$20.69	$20.90

If the College agrees to a higher wage rate increase in any subsequently negotiated collective bargaining agreement, and/or for all non-management classified employees, during the term of this agreement, the College shall increase the hourly rate for this bargaining unit by the same percentage.

Exhibit B

JOB CLASSIFICATION

All employees have the title of Food Service Worker, and they will perform one of the following jobs: cashier and/or dishwasher.

Cashier Position at Henry's

Job Duties:

- Immediately greet each guest as they enter Henry's with a warm welcome and smile.
- Provide a positive customer experience with fair, friendly and courteous service.
- Promptly answer customer questions in person or over the phone regarding all products and service requests.
- Count money in the register drawer at the end of each shift and notify supervisor of discrepancies.
- Process items by scanning items or inputting them into the POS system.
- ~~Collect~~ Provide correct change to customers as required.
- Process return transactions.
- Report issues with equipment to the supervisor.
- Inventory all products, restock as needed and inform Chef of needed products and supervisor of any theft.
- Restock Grab n Go items, condiment station, cutlery, napkin dispensers, beverages, candy, and snack items.
- Rotate first in first out (FIFO) all products.
- Clean tables and chairs in dining areas in order to maintain appropriate sanitary conditions.
- Sanitize equipment, register stations, countertops, cabinets, coolers, handles, etc. in Henry's.
- Comply with health department requirements.
- Maintain cleanliness of workspace.
- Clear food and beverages from Vistatech areas as directed.
- Comply with attendance rules, arrive at work on time ready for the start of shift in full uniform, and perform work as scheduled.
- Other duties as assigned.

Fall/Winter Cashier Shift Hours:

Cashier #1: 7:00am – 11:00am (Monday – Friday)
Cashier #2 : 11:00am – 3:00pm (Monday – Friday)

Required Qualifications:

The cashier will be an "ambassador" for Schoolcraft College and Culinary Operations. This position requires a friendly, outgoing personality with the ability to apply basic math skills, work independently, and always maintain a professional appearance and manner at all times. The cashier employee is required to communicate well, be willing to "pitch in" and help all guests, students, and co-workers. The cashier will promote positively the variety of choices and menu options on campus. The cashier will sanitize and oversee all equipment within Henry's such as coffee makers, coolers, registers, kiosks, cutlery dispensers, condiment stations, etc. Lifting, bending, carrying, etc. are all

required movements in this position. The ability to solve routine problems that occur on the job and to request for help from the Supervisor, when needed, is expected.

Performance Standards:

It is essential that the employee treat all customers, co-workers, and vendors with courtesy and respect under all circumstances. The employee must be adaptable to change in their work area and in procedures with a willingness to learn new skills and/or improve existing ones.

Safety & Security:

The health, safety, and security of our customers, co-workers, and vendors is of utmost importance. The employee must adhere to Schoolcraft security policies and procedures, and immediately report any health or safety concerns to their supervisor.

Dishwasher in Culinary Operations Department

Job Duties:

- Read and comply with the Michigan Health Department Guidelines regarding the washing of dishes.
- Follow ServSafe protocols for working in the kitchen.
- Safely and efficiently operate dish washing machines according to procedure manual.
- Ensure the proper soap and rinsing chemicals are loaded for washing.
- Maintain proper dish washing machine temperatures. Notify Supervisor if temperatures fall below standards.
- Wash, sanitize and store all dishes, utensils, glasses, pots, pans, equipment, and kitchen utensils.
- Keep the dish area organized and free of clutter. Ensure fatigue mats are in working areas.
- Change the water of the dish washing machines, as needed, by usage level.
- Remove damaged dishes, cooking equipment, utensils, tools, and glassware from service. Notify supervisor before disposing items.
- Maintain clean, sanitary and organized conditions of China, silverware, glassware, pots, pans and equipment.
- Maintain clean and sanitary conditions throughout the kitchen and work areas.
- Report any water issues on the floor or with drains.
- Safely and efficiently de-lime dish washing machines on a weekly basis, more if needed, according to procedure manual.
- Clean, organize, and store queens to best serve the flow of the department.
- Remove soiled linen bags and place in the cage on the back dock when full. Replace wire linen frames with new linen bags as needed on a daily basis.
- Maintain cleanliness of work space.
- Comply with all health code requirements throughout the department.
- Assist with deliveries to campus buildings as contracted.
- Communicate and direct other employees assisting with dishes.
- Comply with attendance rules, arrive at work on time ready for the start of shift in full uniform, and perform work as scheduled.
- Maintain cleanliness of workspace.
- Other duties as assigned.

Fall/Winter Dishwasher Shift Hours:

Dishwasher #1: 8:00am – 1:30pm (Monday – Friday)
Dishwasher #2: 11:00am – 4:30pm (Monday – Friday)

Required Qualifications:

This position requires the ability to work independently and maintain a professional appearance and manner at all times. The dish room employee is required to communicate well with supervisors and co-workers, be willing to "pitch-in" and help with various job duties, and be a team player. Lifting, and bending are requirements of this position. The ability to lift up to 30 lbs. is required. The ability to solve routine problems that occur on the job and to request for help from the Supervisor when needed, is expected.

Performance Standards:

It is essential that the employee treat all customers, co-workers, and vendors with courtesy and respect under all circumstances. The employee must be adaptable to change in their work area and in procedures with a willingness to learn new skills and/or improve existing ones.

Safe & Security:
The health, safety, and security of our customers, co-workers, and vendors is of utmost importance. The employee must adhere to Schoolcraft security policies and procedures, and immediately report any health or safety concerns to their supervisor.

Dishwasher in Culinary Arts Department

The employee will be scheduled to work, based on the needs of the department, between the hours 6:00 a.m. – 10:00 p.m., seven (7) days a week.

Job Duties:

- Read and comply with the Michigan Health Department Guidelines regarding the washing of dishes.
- Follow ServSafe protocols for working in the kitchen.
- Safely and efficiently operate dish washing machines according to procedure manual.
- Ensure the proper soap and rinsing chemicals are loaded for washing.
- Maintain proper dish washing machine temperatures. Notify Supervisor if temperatures fall below standards.
- Wash, sanitize and store all dishes, utensils, glasses, pots, pans, equipment, and kitchen utensils.
- Keep the dish area organized and free of clutter. Ensure fatigue mats are in working areas.
- Change the water of the dish washing machines, as needed, by usage level.
- Remove damaged dishes, cooking equipment, utensils, tools, and glassware from service. Notify supervisor before disposing items.
- Maintain clean, sanitary and organized conditions of China, silverware, glassware, pots, pans and equipment.
- Maintain clean and sanitary conditions throughout the kitchen and work areas.
- Report any water issues on the floor or with drains.
- Safely and efficiently de-lime dish washing machines on a weekly basis, more if needed, according to procedure manual.

- Clean, organize, and store queens to best serve the flow of the department.
- Remove soiled linen bags and place in the cage on the back dock when full. Replace wire linen frames with new linen bags as needed on a daily basis.
- Maintain cleanliness of work space.
- Comply with all health code requirements throughout the department.
- Assist with deliveries to campus buildings as contracted.
- Communicate and direct other employees assisting with dishes.
- Comply with attendance rules, arrive at work on time ready for the start of shift in full uniform, and perform work as scheduled.
- Maintain cleanliness of workspace.
- Other duties as assigned.

Required Qualifications:

This position requires the ability to work independently and maintain a professional appearance and manner at all times. The dish room employee is required to communicate well with supervisors and co-workers, be willing to "pitch-in" and help with various job duties, and be a team player. Lifting, and bending are requirements of this position. The ability to lift up to 30 lbs. is required. The ability to solve routine problems that occur on the job and to request for help from the Supervisor when needed, is expected.

Performance Standards:

It is essential that the employee treat all customers, co-workers, and vendors with courtesy and respect under all circumstances. The employee must be adaptable to change in their work area and in procedures with a willingness to learn new skills and/or improve existing ones.

Safe & Security:
The health, safety, and security of our customers, co-workers, and vendors is of utmost importance. The employee must adhere to Schoolcraft security policies and procedures, and immediately report any health or safety concerns to their supervisor.

Exhibit C

LETTER OF UNDERSTANDING

It is mutually agreed that any “tips” which may be offered to the Food Service personnel serving at 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.

Exhibit D

Employee Social and Recognition Events

In recognition of the support that the Food Service Employees provide to employee social and recognition events, an annual recognition award will be provided as a one hundred ($100) dollar Schoolcraft Gift Card.

The College historically holds employee social and recognition events such as:

- Annual employee recognition gathering (Spring)
- Ice cream social (Summer)
- Winter holiday celebration (Winter)

Due to the nature of their positions, Food Service Employees who are scheduled to work during employee social and recognition events will not be able to attend these events as participants. If Food Service Employees are not scheduled to work during these events, they are encouraged, but not required, to attend.

Other non-required social or recognition opportunities for Food Service Employees will be offered at the discretion of the administrator overseeing Culinary Operations.