

**AGREEMENT BETWEEN THE BOARD OF TRUSTEES  
OF  
SCHOOLCRAFT COLLEGE**

**AND**

**SCHOOLCRAFT COLLEGE SUPPORT  
PERSONNEL ASSOCIATION/MEA/NEA**

**July 1, 2009 – June 30, 2014**

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AGREEMENT BETWEEN THE  
BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE  
AND  
SCHOOLCRAFT COLLEGE SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

This Agreement entered into this first day of July, 2009 by and between the Board of Trustees of the Schoolcraft College, (the "College") and the Schoolcraft College Support Personnel Association/MEA/NEA, (the "Union").

PREAMBLE

The parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, 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 mutual agreement,

Therefore, it is agreed:

## ARTICLE I

### UNION RECOGNITION, UNION SECURITY AND CHECK OFF

#### A. Union Recognition

1. The College hereby recognizes the Union as the sole and exclusive bargaining agent, as defined in Act 336 of the Michigan Public Acts of 1947, as amended, for the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
2. The term "employee" shall include those classifications as listed in Exhibit A including regular part-time employees who are scheduled to work a regular schedule for the major portion of a year. This definition shall exclude all executive, office clerical, classified, professional, part-time on-call, and supervisory employees.
3. Part-time on call (non-union) shall be defined as individuals who are called in on a daily basis to fill unexpected vacancies of absent employees, except as provided in Article XVII.F. These part-time, on-call personnel shall be paid the beginning rate and they shall receive no benefits except those mandated by law.

The hiring of these on-call individuals shall be strictly for replacing regular employees who are absent, and shall not be for the purpose of circumventing overtime.

A record of the use of part-time on-call personnel shall be maintained and updated daily, and shall be made available to the Union upon request.

#### B. Union Security

1. It shall be a condition of employment that all regular employees covered by this Agreement shall either become members in good standing of the Union or shall pay to the Union a service fee equivalent to the amount of dues uniformly required of the membership of the Union. It shall also be a condition of employment that each employee covered by this Agreement and hired on or after the effective date, shall at the expiration of the probationary period, either become a member in good standing in the Union or shall pay to the Union a service fee equivalent to the amount of dues uniformly required of the membership of the Union.
2. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
3. In the event the Union refuses to accept any person so hired as a member, the employee may continue in employment.
4. Either party to the Agreement shall have the right to reopen negotiations pertaining to Union security when the laws applicable thereto have been changed by giving the other party thirty (30) days' written notice.

#### C. Check-Off

1. The College agrees to deduct dues, or service fees from the salaries of employees covered by this Agreement and from whom it has written authorization.
2. The College shall remit to the Union dues or service fees deducted from each employee's paycheck within seven (7) days of said deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made.
3. Not later than August 1 of each year, the Union President shall inform the Executive Director of Human Resources of the dues structure of the Union for the forthcoming dues deduction period. The authorized deduction of dues or service fees shall be made in uniform amount as specified by the Union, from each employee's paycheck beginning with the first pay date after September 1, and ending with the last pay date in August. Payroll deductions will be made only in such cases where the employee files with the College proper written authorization. Such authorization shall be filed in writing no later six (6) calendar months after employment for new employees, or not later than thirty (30) days after ratification of this contract for all other employees. Such authorization shall remain in effect from year to year unless notification

is given to revoke the same. Collection of special Union fines, etc., is not part of the dues or service fees and shall be the responsibility of the Union and not a part of the payroll deduction process.

## **ARTICLE II**

### **PURPOSE**

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

## **ARTICLE III**

### **UNION REPRESENTATION AND MEETINGS**

- A.** The Union may elect one (1) regular employee of the College as its Union President. The Union shall have the right to have an alternate representative on each shift to serve in the place of the Union President when the Union President is absent. The Union shall notify the College in writing of the names of such persons.
- B.** The Union President or alternate during scheduled working hours, without loss of time or pay, may present grievances to the College after arrangements have been made with the supervisor.
- C.** During the Union President's term of office, the Union President shall be deemed to head the seniority lists for the purposes of shift preference, layoff, and recall only, if qualified to do the required work. The Union President shall be returned to regular seniority status when the term of office is completed.
- D.** During the Union Vice President's term of office, the Union Vice President shall be deemed to head the seniority lists relative to other employees, but not the Union President, for the purpose of layoff and recall only if qualified to do the required work. The Union Vice President shall be returned to regular seniority status when the term of office is completed.
- E.** The Union shall have the right to hold one general business meeting each month, beginning one half (1/2) hour before the end of the midnight shift and each member shall have the right to attend these meetings without unnecessary restrictions. Day shift personnel will be limited to one-half hour of attendance at the meeting beginning at their scheduled starting time. This time may be accumulated, but shall not exceed one hour at any one meeting. The appropriate administrator shall be notified in advance in order to arrange the scheduling of these meetings. At the request of the Union President, shift starting times will be adjusted, whenever possible, to accommodate a combined midnight/day shift meeting.
- F.** The Union shall be granted twelve (12) days per year of the contract to be used for official Union business. Application for use of these days shall be signed by the Union president signifying approval and processed through the appropriate administrator one week in advance of the need for the time. Exceptions to the one-week notice must be discussed with the Executive Director of Human Resources. Should there be a need; up to three (3) additional days per year may be granted at the discretion of the Executive Director of Human Resources. Unused official union days will carry over each year through the life of the contract.
- G.** The Union President shall be released from normal duties for up to one-hour per week in order to conduct Union business. The Union President shall have access to other employees for the purpose of interviewing them. This absence from duties shall be arranged with supervision.

## **ARTICLE IV**

### **BOARD RIGHTS**

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

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

1. Adopt and enforce reasonable rules and regulations it considers necessary or advisable for the size, effective, and efficient operation of the College.
2. Direct the work force - including the right to hire, promote, discipline, suspend, discharge, lay-off, transfer, assign work, and determine the size of the work force.
3. Determine the size of the management and/or supervisory organization, its functions, and authority.
4. Determine the policy effecting the selection and training of employees.
5. This Agreement shall in no way limit the right of supervision to perform custodial and maintenance work as they have done in the past (See Article X.A).

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, and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE V**

### **DISTRIBUTION OF AGREEMENT**

Copies of this Agreement shall be reproduced at the expense of the College and presented to all SCSPA personnel employed by the College.

## **ARTICLE VI**

### **BINDING EFFECTIVE AGREEMENT**

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

## **ARTICLE VII**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

- A.** No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants shall be made by any employee or group of employees with the College unless executed in writing between the parties and 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.
- 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 a mutually satisfactory replacement for such Article or Section.

## **ARTICLE VIII**

### **NON-DISCRIMINATION**

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

## ARTICLE IX

### PERFORMANCE COACHING

- A. **Probationary employees.** Probationary employees will be evaluated on a form furnished by the College every sixty (60) calendar days. The results of this evaluation will be discussed with the employee and a copy will be placed in the employee's personnel file.
- B. **Regular employees.** The job performance of regular employees shall be reviewed once per anniversary year. The objective of this review is to improve the employee's performance and the overall quality of College operations. This review shall not be used for disciplinary actions. A copy of each review form shall be placed in the employee's personnel file. An employee shall have the right to include comments in the personnel file and these shall be attached to the review form. Performance coaching forms may be removed from the personnel file if an employee requests removal of performance coaching forms after five years.

## ARTICLE X

### JURISDICTION

- A. Supervisory employees of the College may temporarily perform work covered by this Agreement for purpose of instructional training, experimentation, or in cases of emergency. An emergency shall be an unforeseen occurrence, a combination of circumstances which call for immediate action, or a situation when and where all bargaining unit members are assigned and performing other duties and are not available to perform the work and the work cannot be done at another time. Prior to performing bargaining unit work, the supervisor shall be responsible for making an effort to have the work assigned to a bargaining unit employee.
- B. The provisions of this Agreement shall be inapplicable to the Schoolcraft College students employed and assigned from time to time to perform the work normally handled by members of the bargaining unit. The employment assignment of such students shall be limited to one hundred fifty (150) hours per week; however, an individual student is not permitted to work more than twenty-five (25) hours per week. Such employment assignments shall not result in the termination of any employee now and hereafter employed in a classification subject to this Agreement. At the conclusion of each pay period, if requested, the Union President shall receive the names and number of hours worked by each student employee. A Union member will be invited to sit in on interviews with student employees.

## ARTICLE XI

### INITIAL EMPLOYMENT

- A. An applicant who is offered employment must successfully complete a physical examination at the expense of the College. The College shall provide the form and designate the physician who will perform such physical examination.
- B. The name, address, and start date of an employee employed to fill a position covered by this Agreement shall be furnished to the Union by Human Resources. Human Resources will notify the Union when an employee's probation ends.

## ARTICLE XII

### CONTRACTUAL WORK

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

## ARTICLE XIII

### HOURS, BREAKS AND WORK WEEK

#### A. Work Hours

The regularly scheduled work week shall consist of forty (40) hours beginning at 10:30 p.m. Sunday and ending one hundred sixty-eight (168) hours afterward.

1. The normal work day shall be eight and one-half (8½) consecutive hours, which shall include a one-half (½) hour unpaid lunch period.
2. It is recognized that certain employees during designated periods of the year may be assigned to work four (4) consecutive days at ten and one-half (10½) consecutive hours per day which shall include a one-half (½) hour unpaid lunch period. In the event of a College closing or the absence of an employee during a four (4) day workweek, the affected days shall be converted to hours for computation of pay.
3. All employees shall be granted a five (5) minute wash-up time to begin immediately before the unpaid lunch period. All employees required to account for the distribution of their shift-time among various assignments, shall be given the last fifteen (15) minutes of their shift for clean-up, putting away tools, and completing time sheets.

Normally established hours and days of work schedules shall not be changed without two (2) weeks' notice. When schedule changes occur, said changes shall be rebid for shift preference based on seniority within the classification. For purposes of efficient operations, the two (2) weeks' notice may be waived by mutual agreement.

#### B. Breaks

There shall be two (2) fifteen (15) minute rest periods allocated at a time designated by the supervisors. The rest periods shall not be consecutive with starting times, lunch times, or quitting times.

#### 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 all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

Employees assigned to work the schedule specified in Article XIII, Section A.b, shall be paid time and one-half for all time worked in excess of ten (10) hours in a twenty-four (24) hour period or all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

The rate of pay for overtime worked between midnight Sunday and midnight Monday shall be twice the employee's hourly wages.

2. For the purposes of computing the hours worked, any hours paid for by the College at the straight time rate shall be included in the computation. There will be no pyramiding of overtime (see Article XIII.C.1 above; an example of no pyramiding is: "If an employee works 8 hours on Tuesday, plus an additional 4 hours of overtime on Tuesday and works the same hours on Wednesday, 8 hours regular shift plus 4 hours of overtime; the employee may not claim he is entitled to overtime pay for 8 hours on Friday as he has received overtime pay for the additional hours worked on Tuesday and Wednesday.)
3. Whenever a full-time employee is required to return to work after the completion of the employees regularly scheduled working hours, the employee shall receive pay for the actual time worked at time and one-half of the regular rate for a minimum of three (3) hours.
4. When employees voluntarily agree to work overtime at a lower level classification than their current position, they will be paid time and one-half the rate for the level of work performed.



#### **D. Distribution of Overtime**

1. Overtime shall be divided as equally as possible within the classification according to seniority and among those full-time employees, who regularly perform such work, provided they are qualified to perform such work.
2. An overtime roster will be maintained and posted.
  - a. Overtime shall be taken in turn by classification seniority.
  - b. All overtime hours worked (not hours paid) shall be recorded.
  - c. If an employee refuses overtime the employee shall be credited only with the hours refused.
  - d. An employee off sick or on vacation is not called to work overtime.
  - e. An employee who is behind receives all overtime until caught up. Employees who have been employed for less than one (1) year shall be placed on the overtime distribution list at the midpoint. The number of hours assigned shall be the average hours for all other employees.
  - f. The College shall have the right to extend the shift rather than call an employee in.
3. In the event that an insufficient number of employees voluntarily agrees to work overtime, the College shall have the right to assign the work to regular part-time employees, on-call non-union employees, or to require overtime be worked in inverse order of seniority as follows:

On the first instance, the necessary number of employees with the least seniority in the affected classifications shall be required to work. For each succeeding instance, the next least senior employee or employees shall be required to work. When everyone in the classification has been required to work under this procedure, the procedure will repeat.

#### **E. Shift Differential**

Employees beginning work prior to 5:00 a.m. or after 11:00 a.m. will receive a shift differential of fifty-five cents (\$.55) for all hours worked that day.

#### **F. Procedures - College Officially Closed**

When the College is officially closed, full-time employees shall be required to report to the Facilities Management office for their regularly scheduled shifts and be paid time and one-half for the hours worked while the College is closed. For the purpose of this section, the College shall be considered closed when classes are canceled and shall be considered re-opened when classes meet. Those employees who are called in on other than their regularly scheduled shifts shall receive double time for the hours worked outside their regular shift, provided they work their regular shift plus the additional hours. If an employee refuses the overtime hours, the hours will be added toward the equalization of overtime. Employees off sick during such a period may be required to submit medical proof of illness to receive sick pay unless extenuating circumstances (acceptable to the College) prohibit the employee from obtaining medical proof of illness.

### **ARTICLE XIV**

#### **SENIORITY**

- A.** Employees shall be regarded as probationary employees for the six (6) calendar months of active employment. Probationary employees who are laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- B.** Probationary employees completing their probationary period and employees transferring to the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.

- C. Employees shall be laid-off, recalled, or reassigned according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to hold the position. No full-time employee shall be laid-off until all part-time positions within that classification have been eliminated.
- D. An employee will lose seniority for the following reasons:
  - 1. Resignation
  - 2. Discharge for cause
  - 3. Lay-off for length of employment not to exceed thirty-six (36) months.
- E. Lateral transfers within the highest classifications shall be made on the basis of classification seniority before promotions are made.
- F. There shall be no bumping rights except in the event of:
  - 1. Lay-off
  - 2. Return from approved leaves of absence.

Bumping rights apply to the position and the shift. (For example, an employee has returned from an approved leave of absence of 1 year; the returning employee will be assigned to the position and shift worked prior to the leave, which may bump another employee transferred to cover the absence.)

- G. Seniority shall accrue for a period of up to thirty-six (36) months while an employee is on lay-off. Seniority shall accrue when an employee is on military leave or Union office leave, but shall not accrue while an employee is on any other type of leave of absence.
 

Seniority shall accrue while an employee is being paid sick leave or short-term disability benefits. An employee on long-term disability shall continue to accrue seniority for a period equal to the employee's length of employment not to exceed twenty (20) months. After that point, seniority shall not continue to accrue but shall be frozen.
- H. A seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employee's location, and classification. Seniority in classification shall be as of date of entry into the classification.
- I. Regular part-time employees shall accrue "part-time seniority" until such time a full-time position is obtained by the employee. At that time the employee shall begin to accrue full-time seniority and the part-time seniority shall be frozen. Part-time seniority shall only be used within the part-time category.

## ARTICLE XV

### ASSIGNMENTS, TRANSFERS AND PROMOTIONAL PROCEDURES

- A. Work assignments shall be made by the immediate supervisor and shall be changed as determined necessary. Should an employee desire an assignment other than the one the employee is working, the supervisor shall consider such request.
- B. **Vacancies**
  - 1. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy, and the employees shall be given five (5) work days time in which to make application to fill the vacancy or new position.
 

The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved and the employee's attendance has not been cause for discipline for the past two years or the employee is not currently on a step in the disciplinary process related to the absence program.

Should the most senior applicant not be awarded the position, the Administration shall delineate in writing to the employee, with a copy to the Union President, the required qualifications said employee does not meet.

2. Newly created positions or vacancies are to be posted with the following information included on the posting; job classification, shift, job duties and responsibilities, qualifications, and rate of pay.

**C. Short Term Transfers (Less than 30 days)**

1. The College may temporarily transfer an employee from one classification to another for purposes of obtaining short term temporary coverage. For temporary positions where there is an immediate need with no definite long term period identified, the College may assign an employee to cover for not more than 30 days.
2. Any employee transferring temporarily shall be paid either the rate of the position transferring from or at the rate of the position transferring to whichever is higher.

- D.** For vacancies of more than 30 days, the College may post and fill the position on a temporary basis to cover the vacancy for the entire period of need.

**E. Transfers**

An employee who requests and receives a job bid, and requests and returns to the previous position within one year of the transfer, shall not be eligible to bid for any other position for one year after returning. This provision may be waived by mutual agreement between the employee and the College.

- F.** Qualifications for promotion to General Maintenance and Skilled Maintenance classifications will be determined by the quality and quantity of the assignments completed by the employee. The record of these assignments is the responsibility of the employee.

Employees seeking eligibility for advancement to the positions of General Maintenance or Skilled Maintenance must also show that formal and/or related classes, in-service training sessions, or independent study has been successfully completed. Upon completion of any formal related classes, in-service training sessions, or independent study, a summary of the work taken and the grades received (or the completion certificates) must be filed with the Executive Director of Human Resources.

**G. Regular Part-time to Full-time Temporary**

1. Part-time regular employees may be considered for full-time temporary vacancies that are created when full-time employees are on extended absences.
2. The following conditions shall apply for the temporary period of time:
  - a. The employee will continue to accrue part-time seniority.
  - b. The employee will not be converted to a full-time regular status through a temporary assignment.
  - c. The employee will accrue full-time sick leave while on the full-time assignment. When reverted to part-time, the employee shall transfer only those hours accrued as a part-time employee, had the employee not transferred to the full-time position. The Absence Program shall apply.
  - d. The employee shall continue to be eligible for the part-time tuition benefit and the part-time uniform allowance.
  - e. No vacation or personal business time shall be afforded the employee on a temporary full-time assignment of sixty (60) days or less. After sixty (60) days, the employee shall be eligible to earn vacation time only at a rate of .83 vacation day per month or major fraction of from the 61st day of the assignment. A pro ration of personal business time shall also be afforded employees, after working sixty (60) days at the rate of one (1) day for each four (4) month period worked or major fraction of from the 61st day of the assignment. No vacation or personal business time may be used after returning to the part-time status.

- f. During the temporary assignment, the employee shall be considered a full-time temporary employee for purposes of holiday pay (paid for named holidays).
- g. For full-time temporary assignment of sixty (60) days or less, the employee shall receive no other fringe benefits. After sixty (60) days the insurance benefits for full-time temporaries shall be effective.

**ARTICLE XVI**

**HOLIDAYS**

**A.** The College will pay eight (8) hours pay to full-time employees for the following holidays even though no work is performed by the employee:

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

A regular part-time employee shall be paid holiday pay for the above named holidays equal to the number of hours which would have been assigned had the College been open.

A full-time employee assigned by the appropriate administrator to work Christmas week to provide uninterrupted vital and necessary services will be granted equivalent time added to the employee's vacation time. Such assignments must be made not later than December 10.

- B.** Full-time employees required to work any of the above-named holidays shall receive double time plus holiday pay for the time worked.
- C.** Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- D.** 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.
- E.** Holiday is defined as a twenty-four (24) hour period starting at 10:30 p.m. on the eve of the holiday, and continuing through 10:30 p.m. the day of the holiday.
- F.** For holidays falling on a Friday, or on consecutive Thursday/Friday, the midnight shift work week will be automatically changed to allow the affected members to work consecutive nights beginning with their normal work week first-shift. These members will not receive holiday overtime pay for hours worked on holidays pursuant to this section only.

**ARTICLE XVII**

**VACATIONS**

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

- 1. Less Than One Year of Service - an employee shall accrue .83 vacation day per month or major fraction of from date of hire. Vacation credit shall accrue during an employee's probationary period; however, the employee may not use vacation time until the beginning of the next fiscal year.
- 2. One Year or More of Service

Years of Service as of July 1	Number of Paid Vacation Days Granted in Current Fiscal Year
1 or more, but less than 2	11 (88 hours)
2 or more, but less than 4	13 (104 hours)
4 or more, but less than 5	14 (112 hours)

5 or more, but less than 6	17 (136 hours)
6 or more, but less than 7	20 (160 hours)
7 or more	23 (184 hours)

- A. There shall be no vacation allotted to part-time employees. The number of paid vacation days referenced in the above paragraph shall be prorated to reflect any days (more than twelve (12) consecutive, regularly scheduled work days) not worked in the prior fiscal year because of unpaid leave, short-term disability, or long-term disability, or any combination thereof. The number of paid vacation days shall be prorated to reflect any absence due to Workers Compensation of six (6) consecutive months or more.
- B. Said vacation must be used during the fiscal year, July 1 through June 30 with a four (4) month grace period extending until October 31. Employees working less than twelve (12) months per year or forty (40) hours per week shall receive vacation allowance on a pro rata basis.
- C. To be eligible for a vacation, an employee must have worked eighty (80) percent of the regularly scheduled working hours during the month.
- D. Employees terminating employment, failing to qualify for full vacations or on a leave of absence shall receive prorated vacation allowance based upon 1/12 of the vacation pay for each month, or major fraction of, between the common anniversary date (July 1) and the employee's termination date.
- E. Vacations will, insofar as possible, be granted at times most desired by employees on the basis of the earliest requests being granted first. In those cases where there are several persons requesting the same vacation days at the same time, seniority within classification will be the determining factor. Except in extenuating circumstances, no vacation shall be granted if it is requested more than one (1) year in advance. There shall be no forced vacation.
- F. The College may provide coverage during planned time off periods for employees in the following classifications: PE Attendant, Utility II, Storekeeper, and Culinary Arts Sanitarian. Training will be provided to SCSPA members to cover these positions. Planned time off assignments will be offered first to trained SCSPA members, before on-call staff are utilized.  
 If trained SCSPA members do not accept this planned time off assignment, on-call staff may be utilized. On-call staff may be used to fill the "domino" vacancies (normally Utility II) when full-time SCSPA staff accept coverage assignments.  
 On-call staff will not be used to circumvent overtime.
- G. When requested, if an employee becomes ill prior to, or is hospitalized during vacation, the employee shall not be charged with vacation time after proof of illness or hospitalization is produced.

## ARTICLE XVIII

### SICK LEAVE

#### A. Sick Leave Accumulation

Each full-time employee covered by the Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with a one hundred twenty (120) day limit. It is understood that regular part-time employees shall be entitled to a pro rata portion of all benefits under this paragraph.

Should an employee accumulate 120 days and be entitled to additional sick days, the excess (over 120) shall be placed in a common bank. This common bank may be drawn upon should a Union member have an extended illness (one month or longer). Should this employee have less than the days required to meet the waiting period for Short-Term Disability (fourteen (14) calendar days), the employee may request up to ten (10) days from the bank. This bank shall be considered a common bank only, and the days shall be transferred only for the purpose of satisfying the fourteen (14) calendar day waiting period prior to the onset of Short-Term Disability (see Article XXII.C). A request for the specific number of days required shall be forwarded to the

Executive Director of Human Resources with the medical documentation regarding the reason for the absence and the expected duration of same.

#### **B. Use of Sick Leave**

Sick leave shall be granted to an employee when the employee is unable to perform duties because of illness, disability, injury, or for medical, dental or optical examination or treatment that has been prearranged and substantiated with a reasonable number of hours being used. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease that requires the care and attendance of the employee, or when after exposure to contagious disease, the presence of the employee at the employment position would jeopardize the health of others.

#### **C. Call-In**

When an employee is going to be absent from work, the employee is expected to notify the College by calling the special telephone number designated for reporting absences, no later than one (1) hour before the start of the assigned shift, except employees assigned to the midnight shift shall call no later than 1½ hours prior to the start of shift. Information to be given as follows:

- . Name
- . Department
- . Date of Absence
- . Reason for Absence
- . Telephone number for contacting the employee on date of absence

All calls taken on this number will be recorded. A list of the calls received will be provided to the appropriate administrator and the Executive Director of Human Resources. The call in number will be provided to employee and posted on bulletin boards and the absence program exclusion form.

#### **D. Reporting Illness**

An employee absent from work due to an illness or injury for more than two (2) consecutive days shall contact the College 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 the employee may be reached

Upon return to work, the employee absent for more than two (2) consecutive days due to an illness or injury shall supply written medical documentation from the treating physician delineating the following:

- . Nature of illness or injury
- . Treatment received and future treatment necessary
- . Date employee was released to return to work

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

**E.** Records of sick leave accumulated and taken shall be available to the employee and the Union.

#### **F. Personal Business**

All full-time employees shall be entitled to three (3) days for personal business per year (no personal business for part-time employees). Employees shall request personal business leave in writing at least two (2) days in advance except in emergencies. Personal business days may not be used consecutively with holidays and vacations unless approved. Personal business days not used during the year may be carried forward to the next fiscal period to be used, upon approval, as vacation days during the fiscal period.

**G. Absence Program**

1. This program excludes:

- a. Work related injuries.
- b. Excused/authorized absences for vacation, jury duty, personal business, leave of absence, holidays, bereavement leave, and disciplinary suspensions.
- c. Illnesses or disabilities resulting from a heart attack, broken bones, surgery, life threatening conditions, or illnesses requiring hospitalization.
- d. Medically directed and documented confinements of two (2) days or more. Such documentation must include information as per Article XVIII.D of this Agreement, and must have a physician's signature (no substitutes).
- e. Upon request from an employee and by mutual agreement between the Union and the College, exceptions to the absence program limits may be granted. Such requests shall be made within thirty (30) days of returning to work.

2. Absences for the following reasons will not be excluded:

- a. Common illnesses including but not limited to a cold, the flu, or sore throat.
- b. Time taken for doctor's appointments.

This program includes all other absences.

3. When an employee reaches the standard (eight days, 64 hours), the employee shall be given an oral warning.

**4. Excessive Included Absences in One Fiscal Year**

If in a fiscal year an employee's record of included absences causes the employee's absentee record to reach the following levels, then the employee will be subjected to disciplinary action as specified under the "Disciplinary Action Steps." Only days apply to part-time employees, not hours.

<u>Absence Level</u>	<u>Disciplinary Action Steps</u>
1. 9 days (72 hours)	1. Written warning
2. 11 days (88 hours)	2. One-day suspension without pay
3. 13 days (104 hours)	3. Three-day suspension without pay
4. 15 days (120 hours)	4. Two-week suspension without pay
5. 18 days (144 hours)	5. Discharge from employment with the College

**5. Excessive Included Absences over More Than One Year**

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

**6. Improvement Factors for Improved Attendance**

In all cases, an employee's number of absences will start out at zero (0) commencing with the first day of every fiscal year. Also, an employee may improve disciplinary action status as follows:

If during any fiscal year an employee is absent less than the standard, disciplinary action status improves as follows:

.	7 or less days absent:	Improves one step
.	5 or less days absent:	Improves two steps
.	3 or less days absent:	Improves three steps
.	No days absent:	Improves four steps

An employee's status cannot go below zero.

7. An employee who uses no sick days in a fiscal year (July 1 through June 30) shall be granted three (3) vacation days to be used in the following fiscal year. If an employee uses only one (1) sick day in a fiscal year (July 1 through June 30) the employee shall be granted one (1) vacation day to be used in the following fiscal year. Paid sick time used to offset Worker's Compensation pay shall not be considered use of sick time for purposes of this section.

## **ARTICLE XIX**

### **BEREAVEMENT LEAVE**

In case of death in the employee's immediate family, the 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" shall mean spouse, children, parents, brothers, sisters, parents-in-law, grandparents, and grandchildren of the employee. Up to one (1) day with pay will be granted to attend the funeral of brothers-in-law, sisters-in-law or grandparents-in-law. Extenuating circumstances that would necessitate more than the days enumerated above may be approved at the discretion of the appropriate Human Resources representative.

## **ARTICLE XX**

### **JURY DUTY**

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

In order to receive payment under this section, the employee must give the supervisor and the Executive Director of Human Resources prior notice of summons for jury duty by completing the Jury Duty Reporting Form, and must furnish satisfactory evidence that jury duty was performed on the days claiming payment. The provisions of this section are not applicable to any employee who without being summoned, volunteers for jury duty.

The College shall assign the employee to the day shift for the period of the jury assignment.

## **ARTICLE XXI**

### **LEAVES OF ABSENCE**

**A.** The parties, having discussed during negotiations the provisions of the College's guidelines for the Family and Medical Leave Act, agree that SCSPA employees shall be afforded benefits that are no less than those provided by the Act.

**B.** Unpaid leaves of absence may be granted for regular status employees at the discretion of the Executive Director of Human Resources for the following reasons:

- .
- Health
- .
- Personal
- .
- Parental
- .
- Military
- .
- Union Office

**C.** 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 Executive Director of Human Resources with a copy to the employee's immediate supervisor.



2. All leaves of absence shall be without pay and without accumulation of seniority for length of the leave unless specifically provided for elsewhere in the contract.
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 Executive Director of Human Resources in writing of the employee's 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 Executive Director of Human Resources within the appropriate time is a violation of this leave article and may result in termination of employment.
5. The position of an employee on leave of absence, shall, if filled, be filled with a temporary employee until such time as the regular employee returns from leave of absence, resigns, or is terminated in accordance with C.4 above.
6. An employee returning at the completion of a leave of absence shall be assigned to the same position which the employee held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.
7. Should the employee on leave resign or fail to return from a leave, the position previously held by shall be posted as a full-time vacant position in accordance with the terms of this Agreement.
8. While on leave an employee shall have the option to maintain life and hospital/surgical group insurance coverage to the maximum extent possible, by forwarding premium payments for coverage to the Human Resources office on a monthly basis, one month in advance.

#### **D. Health Leave**

1. When an employee is ill and has used all banked sick leave, all accumulated vacation allowance, and personal days, the employee may request to be placed on leave of absence for a period not to exceed six months.
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 Executive Director of Human Resources may require an examination by a doctor designated by the College at College expense.

#### **E. Personal Leave**

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

#### **F. Parental Leave**

1. A parental leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of child bearing and/or rearing as follows:
  - a. An employee who is pregnant shall be granted, upon request, a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Executive Director of Human Resources in writing of her desire to take such a leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. An employee who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be taken as sick leave as provided for in Article XVIII.
  - b. Upon request, a male employee shall be granted a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.

- c. An employee adopting an infant child (i.e., one (1) year of age or less) shall be granted upon request, a leave to commence at any time during the first year of receiving de facto custody of the infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- d. Except in cases of medical disability, the employee may request only one (1) extension of leave.

**G. Military Leave**

Military leave shall be available as provided by law.

**H. Union Office Leave**

Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require the absence from work shall be granted an unpaid leave of absence for the term of such office and shall accumulate seniority during the term of office and at the end of such term shall be entitled to resume regular seniority status and all job and recall rights.

**ARTICLE XXII**

**INSURANCE**

- A. Full-time employees will be covered by the group insurance program on the first of the month following the date of hire provided an enrollment form has been completed and signed, and the employee was full-time as of the 15th of the preceding month.
- B. The group insurance plan in force during the term of this contract consists of the following provisions:

**-OR-**

**2009 through 2010**

LIFE INSURANCE - Employee

- Term Life Insurance (non contributory) \$50,000
- Accidental Death & Dismemberment (non contributory) \$50,000
- Optional Life Insurance available (contributory)

MEDICAL/HOSPITAL INSURANCE - Employee and Dependent(s)

Blue Cross Blue Shield Traditional

The premium cap shall be set at the 2005/2006 family rate plus \$1000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2006 up to \$480 annually.

The premium cap shall be set at the 2005/2006 family rate plus \$1000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2007 up to \$600 annually.

The premium cap shall be set at the 2005/2006 family rate plus \$1000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2008 up to \$720 annually.

OR:

Community Blue PPO Plan 2 plus \$800 paid to the employee the first pay in December.

OR:

Blue Care Network-Package E plus \$800 paid to the employee the first pay in December.

Each employee who is eligible for medical/hospital insurance shall be able to select BCBS, PPO-2 or BCN-E; however, a husband and wife both employed by the College, and both eligible for medical/hospital insurance, shall make the same selection, that is, BCBS or PPO-2 or BCN-E.

An open enrollment period shall be available each year. During this open enrollment period, employees shall choose BCBS, PPO-2, or BCN-E.

OR

A cash stipend of \$3000 annually while actively employed on a full-time basis with the College with life insurance as listed above.

**Effective 2011**

Blue Cross Blue Shield Traditional

The premium cap shall be set at the 2005/2006 family rate plus \$1000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2008 up to \$720 annually.

OR:

Community Blue PPO Plan 2.

OR:

Blue Care Network-Package E. Each employee who is eligible for medical/hospital insurance shall be able to select BCBS, PPO-2 or BCN-E; however, a husband and wife both employed by the College, and both eligible for medical/hospital insurance, shall make the same selection, that is, BCBS or PPO-2 or BCN-E.

An open enrollment period shall be available each year. During this open enrollment period, employees shall choose BCBS, PPO-2, or BCN-E.

OR

A cash stipend of \$3,000 annually while actively employed on a full-time basis with the College with life insurance as listed above.

**Effective for January 1, 2012 open enrollment:**

HSA/HD plan. Employer contribution of \$1700 (single)/\$3400 (family) each plan year.

OR:

Community Blue PPO Plan 2; annual cost to members is \$600.

OR:

Blue Care Network-Package E; annual cost to members is \$600. Each employee who is eligible for medical/hospital insurance shall be able to select BCBS, PPO-2 or BCN-E; however, a husband and wife both employed by the College, and both eligible for medical/hospital insurance, shall make the same selection, that is, BCBS or PPO-2 or BCN-E.

An open enrollment period shall be available each year. During this open enrollment period, employees shall choose HSA/HD, PPO-2, or BCN-E.

OR

A cash stipend of \$5,000 annually while actively employed on a full-time basis with the College with life insurance as listed above.

**C. Short-Term Disability**

The College shall provide Short-Term Disability benefit at the rate of 60% of the weekly salary up to a maximum of \$445 per week beginning with the 15th calendar day of illness or after expiration of the employee's sick days, whichever occurs last. So long as the employee is ill, benefits will continue until the employee meets the time requirements for Long-Term Disability.

**Effective July 1, 2011:** The College shall provide Short-Term Disability benefit at the rate of 60% of the weekly salary up to a maximum of \$500 per week beginning with the 15th calendar day of illness or after expiration of the employee's sick days, whichever occurs last. So long as the employee is ill, benefits will continue until the employee meets the time requirements for Long-Term Disability.

**D. Long-Term Disability**

Employees covered by this Collective Bargaining Agreement are covered to the extent possible by a Long-Term Disability policy which provides for a 70% of base salary benefit commencing on the 121st calendar day of disability to a maximum of \$2,500 per month. This coverage shall be as defined in the current "Long-Term Disability Income Plan" booklet.

**E. Dental Insurance - Employee and Dependents**

The Incentive Dental Plan shall be implemented and shall consist of the following provisions:

Non-scheduled Plan

Maximum per benefit year \$1,000

Preventive services:

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

Basic services:

Benefit - 85% of Reasonable & Customary Charges

Major services:

Benefit - 75% of Reasonable & Customary Charges

Combined basic services & major services annual deductible \$0

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

**F. Vision Care Coverage - Employee and Dependents**

This plan applies to the following expenses which are incurred by the employee while insured:

1. Eye examination performed by a licensed physician, optometrist, ophthalmologist or optician.
2. Lenses and frames ordered by a licensed physician, optometrist, ophthalmologist, or optician.

**Benefits**

The employee will be paid the amount charged for examinations and materials up to the maximum shown in the following schedule:

Schedule of Covered Services:

I -Complete Examination	\$60
II -Lenses	
Single Prescription	\$90
Bi-focal Prescription	\$140
Tri-focal Prescription	\$160
Contact lenses (each lens)	\$40

**Limitations**

1. Examinations will be limited to one per person, and lenses will be limited to one pair per person during any 12 consecutive months. Frames will be limited to one set per person during any 12 consecutive months.
2. Eligible charge limit for contact lenses up to \$40 per lens. This limitation does not apply to charges if visual acuity is not correctable to 20/70 in the better eye with conventional lenses; then the limitation will be \$60 per lens.

**Exclusions**

1. Services and materials (a) in connection with special procedures such as orthoptics and visual training, or (b) in connection with medical or surgical treatment, or (c) provided under Worker's Compensation benefits.
  2. Sunglasses, plain or prescription, unless the prescription sunglasses are medically necessary.
  3. Eye examinations required (a) by an employer as a condition of employment which the employer is required to provide by virtue of a labor agreement, or (b) by a government body.
  4. Replacement of lenses or frames which were furnished under this plan and which have been lost, stolen or broken within twelve (12) months of the date they were furnished.
- G.** The College will continue to provide, without cost to the employee, a Travel/Accident Life Insurance benefit in the amount of \$50,000 for all employees traveling on College business.
- H.** The College shall continue to provide Public Liability Insurance (Broad Form) covering services rendered by employees during the course of their employment.
- I.** The College shall continue to provide without cost to the employee, Worker's Compensation coverage in accordance with the applicable State statutes.

**ARTICLE XXIII****DEPENDENT CARE/MEDICAL SPENDING ACCOUNT PROGRAMS**

Association members shall be entitled to participate in the College's Dependent Care and Medical Spending Account Programs. Effective January 1, 2010, Dependent Care and Medical Spending will be available through the Flexible Spending Account Program.

**ARTICLE XXIV****VISITATION AND NEW JOBS****A. Visitation**

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

**B. New Jobs**

1. The College shall have the right to establish, evaluate, change, and eliminate jobs, providing such action on the part of the College shall not be directed toward reducing the rate of a job in which no substantiated 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 College has the right to develop and establish such new or revised job description, specification, and

classification, rate of pay, and to place it into effect. Whenever a new building or a job is made operational, the College shall establish the job description.

2. The College will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.
3. In determining changes to the staffing level, the College takes into consideration many variables including, but not limited to, College economic conditions, student enrollment, campus activity, building size, efficiency, and effectiveness of operations.
4. Part-time positions within the same classification with compatible hours which might reasonably be combined to establish a full-time position shall be considered for consolidation and all part-time employees within a classification shall be laid off prior to any full-time employee being placed on layoff.

## ARTICLE XXV

### UNIFORMS

All members of the bargaining unit are required to wear uniforms approved by the College. Approved uniforms will be seasonably appropriate.

Each full-time employee will be furnished three (3) uniforms (pants and shirt or other approved apparel) within ninety (90) days of hire. Regular part-time employees shall be furnished two (2) uniforms. Thereafter, each full-time employee will receive \$350 annual allowance for the replacement and maintenance of uniforms. Regular part-time employees shall receive a \$150 annual allowance.

Payment of the annual allowance shall be made not later than June 30, and shall be prorated when an employee works less than a full year at the rate of one-twelfth of the annual allowance for each month or major fraction thereof worked.

In addition to the above, for those employees required to wear safety shoes, the College will reimburse the employees for a pair of College-approved shoes a maximum of \$125. Should an employee and the College agree that a second pair of shoes is necessary due to deterioration of the first pair; the College will consider reimbursement as for the first pair, provided the request is submitted by February 1.

**Effective July 1, 2011:** All members of the bargaining unit are required to wear uniforms approved by the College. Approved uniforms will be seasonably appropriate.

Each full-time employee will be furnished three (3) uniforms (pants and shirt or other approved apparel) within ninety (90) days of hire. Regular part-time employees shall be furnished two (2) uniforms. Thereafter, each full-time employee will receive \$375 annual allowance for the replacement and maintenance of uniforms. Regular part-time employees shall receive a \$150 annual allowance.

Payment of the annual allowance shall be made not later than June 30, and shall be prorated when an employee works less than a full year at the rate of one-twelfth of the annual allowance for each month or major fraction thereof worked.

In addition to the above, for those employees required to wear safety shoes (steel-toed), the College will reimburse the employees for a pair of College-approved shoes a maximum of \$150. Should an employee and the College agree that a second pair of shoes is necessary due to deterioration of the first pair; the College will consider reimbursement as for the first pair, provided the request is submitted by February 1.

ARTICLE XXVI

**EDUCATIONAL GRANT FUND/EMPLOYEE TRAINING AND DEVELOPMENT**

**A. Workshops/Seminars**

The College recognizes that participation in short-term institutes, workshops, and seminars which relate specifically to the function of the position of an employee must have a mutual value to the employee and the College. A staff development fund is available for this purpose.

**B. Educational Grant Fund**

1. The College shall continue to provide an educational grant fund for the payment of 100% of the tuition for the full-time employee, spouse, and children\* to attend classes (traditional and CES) at Schoolcraft College.
2. Regular part-time employees shall be eligible for 100% tuition for up to six (6) credit hours each for the Fall and Winter semesters for employee only (used as earned).
3. An employee who is denied financial assistance for payment of the fees for a Schoolcraft College course which is directly related to the employee's position may submit the request to the Vice President for Finance and Business Services.

\*In compliance with IRS code.

**C. Tuition Reimbursement**

Full-time employees may qualify for tuition reimbursement in the amount of fifty percent (50%) of actual cost (excluding fees, books and all other costs) with a \$300 per fiscal year maximum, subject to the following conditions (effective July 1, 2011, the maximum is \$1000):

1. The employee shall have been employed by Schoolcraft College for at least one year before commencing the course for which reimbursement is sought;
2. The employee must already possess an Associate degree and be seeking a Bachelor's degree;
3. The course is part of the Bachelor's degree program;
4. The degree program is related either to the employee's current position with Schoolcraft College or to a position with Schoolcraft College to which the employee might reasonably be expected to advance;
5. The course is not available at Schoolcraft College or, if available, cannot be transferred;
6. The course be approved by Human Resources as qualified for tuition reimbursement prior to the employee beginning the course; and
7. The employee achieves a grade of "C" or better in the course.

Payment shall be made after the course is completed, upon written proof of the cost of tuition and the grade achieved, if all of the above conditions are satisfied.

- D.** Full time employees may qualify for reimbursement of the actual cost of fees paid for certifications, licenses, and permits per fiscal year, provided such certifications, licenses, and permits are required by management for the position held.

**ARTICLE XXVII**

**DISCIPLINE DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes and a progressive discipline procedure shall be followed. Written notification of dismissal, suspension, and/or other disciplinary action shall be sent to the employee and the Union; such written notification must be issued not later than ten (10) working days after the event for which disciplinary action is being taken. The employee will subsequently have the right to defend against any and all charges.

Written warnings and counseling forms issued for a cause which is not repeated during one calendar year after issuance of the written warning, will be removed from the employee's personnel file. This

provision will be enacted only when the Union and the College mutually agree that no ongoing pattern on the part of the employee requiring discipline or counseling is evident.

Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unexcused, 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. Incompetence or inefficiency.
6. Insubordination.
7. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any College property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever.
8. Neglect of duty.
9. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
10. Violation of any lawful regulation or order made by a supervisor.
11. Willful violation of any provisions of this contract.
12. Deliberate falsification of records and reports.

All dismissals shall be without pay. All suspensions may be with or without pay.

## **ARTICLE XXVIII**

### **GRIEVANCE PROCEDURE**

#### **Definition**

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.

#### **Purpose**

The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

#### **Procedure**

By mutual agreement in writing between the Union and the College, Step Three or Step Four may be eliminated in processing the grievance.

#### **Step One**

- A. An employee having a grievance shall present it orally to the immediate supervisor involved within five (5) working days.
- B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the Union President.
- C. The grievant shall have the right to be represented during the informal discussion.

#### **Step Two**

- A. The Union President shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired within seven (7) calendar 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 appropriate department head involved. The grievance shall be answered in writing and transmitted to the Union representative with a copy to the Union President within seven (7) calendar days.



### **Step Three**

- A. An appeal from Step Two shall be transmitted in writing to the Executive Director of Human Resources within seven (7) calendar days.
- B. The Union Representative and/or the grievance committee chairperson shall meet with the appropriate Department Head and the Executive Director of Human Resources to discuss the grievance within seven (7) calendar days of its written submission to Step Three.
- C. The Executive Director of Human Resources shall give a decision in writing to the Union within seven (7) calendar days from the meeting date in Step Three-B.

### **Step Four**

- A. Any appeal from Step Three shall be presented to the College President or his designee within seven (7) calendar days from the decision rendered in Step Three. The College President or designee shall meet with a business representative of the Union and/or grievance committee chairperson at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Executive Director of Human Resources was not satisfactory.
- B. The College President or designee shall answer the grievance in writing to the Union within seven (7) calendar days.

### **Step Five**

Should the Union choose to proceed to arbitration they shall, within thirty (30) calendar days of receipt of the answer in Step Four, submit a written request for arbitration to the American Arbitration Association and a copy of such request to the Executive Director of Human Resources.

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 opinion to the sole question of whether or not (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of SCSPA employees in effect from time to time.

The Arbitrator, the Union, or the College 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 shared equally by the College and the Union.

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

The result of the decision shall be implemented within thirty (30) calendar days of receipt of the decision.

## **ARTICLE XXIX**

### **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 \$20 for each additional calendar month of employment after the tenth year. In no case would the maximum payment exceed \$3,000. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.

## **ARTICLE XXX**

### **SAFETY PRACTICES**

The College and employees will take measures to prevent or eliminate any hazards which the employees may encounter at their place of work, in accordance with the provisions of MIOSHA, State, and local regulations.

## **ARTICLE XXXI**

### **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 A.
- B.** Pay increments for employees shall be based on calendar days.

## **ARTICLE XXXII**

### **MISCELLANEOUS**

#### **A. Salary Overpayment**

The College shall have the right to deduct any salary overpayments to an employee from compensation due to that employee. Should this occur, the employee shall be notified, in writing, of the amount in question. The repayment schedule shall be developed by mutual agreement.

#### **B. No Pay Days**

Should an employee be absent from work and have such absence excused (with proper documentation), but have no days in any bank, the employee shall be docked for the hours missed. Unexcused absences shall be counted on the Absence Program (Article XVIII.G) and shall be dealt with in accordance with Article XXVII (Discipline/Discharge).

**TERMINATION, CHANGE, OR AMENDMENT**

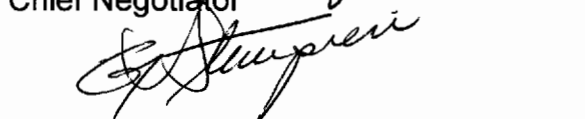
This Agreement shall become effective on July 1, 2009 and shall remain in full force and effect through June 30, 2014 , and from each year after unless written notice of a desire to modify or terminate the Agreement is served by either party upon the other at least ninety (90) but not more than one hundred and twenty (120) days prior to or any subsequent anniversary date. Such notice must be sent by registered or certified mail to the other party. A notice of a desire to modify the Agreement shall have the effect of terminating the entire agreement on the applicable expiration date set out above.

Any Agreement that is extended pursuant to paragraph one (1) above may be amended in writing upon the mutual written agreement of the parties.

The parties have caused this instrument to be executed.

**SCHOOLCRAFT COLLEGE**

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

  
\_\_\_\_\_  
Chairperson-Board of Trustees

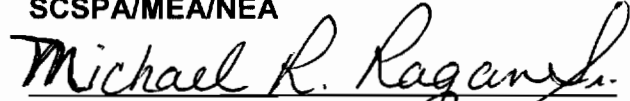
  
\_\_\_\_\_  
President of the College

  
\_\_\_\_\_  
Negotiating Team Member

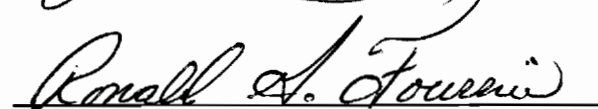
  
\_\_\_\_\_  
Negotiating Team Member

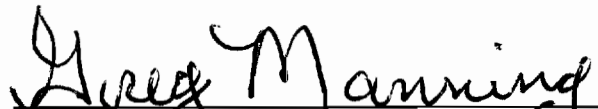
  
\_\_\_\_\_  
Negotiating Team Member

**SCSPA/MEA/NEA**

  
\_\_\_\_\_  
SCSPA President

  
\_\_\_\_\_  
MEA UniServ Director

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

**SCHOOLCRAFT COLLEGE SUPPORT PERSONNEL ASSOCIATION  
Salary Schedule**

<b>7/1/2009</b>	<b>Hire Rate</b>	<b>Six Month Rate</b>	<b>Full Rate (at one year of service)</b>
Utility II	\$14.74	\$17.36	\$20.14
Culinary Sanitarian	\$18.60	\$19.44	\$20.49
PE Attendant	\$18.60	\$19.44	\$20.49
Utility I	\$19.22	\$20.09	\$21.14
Storekeeper	\$19.66	\$20.53	\$21.65
Utility II Group Leader			\$20.92
Utility II Leader	\$16.62	\$19.24	\$22.04
Utility II Leader/Repair Technician	\$16.62	\$19.24	\$23.16
Utility I Group Leader			\$21.95
Utility I Leader	\$21.11	\$22.00	\$24.13
Storekeeper Leader	\$21.56	\$22.47	\$23.52
General Maintenance	\$22.66	\$23.52	\$24.56
Skilled Maintenance	\$25.46	\$26.46	\$27.75
HVAC Skilled Maintenance	\$25.85	\$26.84	\$28.14
Maintenance Leader	\$27.35	\$28.34	\$29.64

\$800 Lump Sum Payment in July 2011 (to be paid first pay period following ratification by both sides.)

\$800 Lump Sum Payment in January 2012\*

\$800 Lump Sum Payment in 2013\*

\*To be paid first pay period in January. Employees must have worked at least six (6) full months of the year to receive the lump sum amount.

**Effective September 1, 2011**, newly hired employees will have the following wage schedule for only those classifications listed. Employees hired in classifications other than those listed below will follow the wage schedule provided above. Employees hired by the College prior to September 1, 2011, promoted into these classifications will be paid under the scale listed above.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Utility II	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.14
Culinary Sanitarian	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00	\$20.49
PE Attendant	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00	\$20.49
Utility I	\$15.50	\$16.50	\$17.50	\$18.50	\$19.50	\$20.50	\$21.14
Storekeeper	\$15.75	\$16.75	\$17.75	\$18.75	\$19.75	\$20.75	\$21.65

New hires will advance one step on the scale the first pay period in July of each year until they reach the full job rate in year 7. In addition, new hires will be eligible for any across the board wage increases or lump sum payments that are negotiated for the unit. Example: A new employee hires in October of 2011. They will advance to step #2 (Year 2) on the salary grid in July of 2012.

## **EXHIBIT B**

### **SCHOOLCRAFT COLLEGE SUPPORT PERSONNEL ASSOCIATION**

#### **JOB CLASSIFICATIONS**

##### **MAINTENANCE LEADER**

Under general supervision, responsible for assigning work and obtaining materials for the work to be performed.

##### **SKILLED MAINTENANCE HVAC CLASSIFICATION**

Works independently with little or no supervision with responsibility for planning and scheduling of work. Performs skilled work in each of the skilled maintenance fields but specializes in HVAC (heating, ventilation and air-conditioning). Has acquired sufficient training and experience in the HVAC field to perform the class of work routinely required in this area at the journeyman level. May supervise the work of one or more employees.

##### **SKILLED MAINTENANCE CLASSIFICATION**

Works independently with little or no supervision with responsibility for planning and scheduling of work. Performs skilled work in each of the above maintenance fields but specializing in at least one of them. Has acquired sufficient training and experience in one or more of the maintenance fields to perform the class of work ordinarily required in these fields at a journeyman level. May supervise the work of one or more employees.

##### **GENERAL MAINTENANCE CLASSIFICATION**

Under supervision performs skilled and semi-skilled work in each of the above maintenance fields. Has acquired sufficient training and experience to complete repairs in plumbing, electrical, carpentry, HVAC and grounds equipment areas.

Skilled and General Maintenance Fields shall include the following:

- HVAC (Heating/Ventilation/Air Conditioning)
- Carpenter
- Electrician
- Equipment Mechanic
- Plumber Fitter

##### **SHIFT LEADER**

Under supervision, responsible for scheduling, assigning, executing, completing and inspecting work assignments using standardized procedures. Also responsible for delivering materials and equipment to the job site for the work to be performed; evaluating materials and equipment; training new employees and employees changing job assignments; providing input in appraisal of personnel when requested by supervision; any other related duties assigned by supervision. The Shift Leader has no disciplinary power or responsibility other than informing supervision of ongoing patterns of employee conduct which have the effect of interfering with the completion of job assignments.

##### **STOREKEEPER LEADER**

Under supervision, responsible for scheduling, assigning, executing, completing and inspecting work assignments using standardized procedures. Also responsible for receiving, distributing, handling, shipping, and keeping records on materials, mail, and equipment; evaluating materials and equipment; training new employees and employees changing job assignments; providing input in appraisal of personnel when requested by supervision; any other related duties assigned by supervision. The Storekeeper Leader has no disciplinary power or responsibility

other than informing supervision of ongoing patterns of employee conduct which have the effect of interfering with the completion of job assignments.

### **STOREKEEPER**

Under direct supervision, responsible for receiving, distributing, handling, shipping and record keeping of materials (including mail and parcels).

### **UTILITY I CLASSIFICATION**

Under direct supervision, responsible for performing semi-skilled work involving all buildings, yards and grounds, machinery, equipment, furniture and vehicles.

### **UTILITY I GROUP LEADER**

Under supervision, assist the shift leader and supervisor in providing direction, scheduling, assigning, executing, completing, and inspecting work assignments in designated areas or among a group of Utility I and/or student employees. Provide effective team support, actively participate in assignments, set-ups, and coordination of team tasks; assist new employees in gaining necessary skills and learning appropriate procedures; provide feedback and input to work procedures, equipment and supply needs as well as the performance of team members to the supervisor. Serve as acting shift leader in the absence of the regular shift leader. The group leader has no disciplinary power or responsibility other than informing supervision of ongoing patterns of employee conduct which have the effect of interfering with the completion of job assignments.

### **PHYSICAL EDUCATION ATTENDANT**

Under general supervision, responsible for performing unskilled and semi-skilled work which is required for the operation, functioning, routine cleaning and upkeep of the Physical Education building, premises and equipment. Includes record keeping, laundry, equipment room and locker room duties. May also supervise student aides.

### **CULINARY ARTS SANITARIAN**

Under direct supervision, responsible for performing unskilled and semi-skilled work required for the routine cleaning and upkeep of equipment and facilities in areas pertaining to Culinary Arts. Work includes the grounds immediately surrounding the assigned area.

### **UTILITY II CLASSIFICATION**

Under direct supervision, responsible for performing unskilled and semi-skilled work required for the routine cleaning and upkeep of buildings to insure that the facilities are ready for daily use. Work includes the grounds immediately surrounding the buildings. Also responsible for routine cleaning and upkeep of equipment used in the performance of these duties.

### **UTILITY II LEADER/REPAIR TECHNICIAN**

Under supervision, responsible for scheduling, assigning, executing, completing, and inspecting work assignments using standardized procedures. Responsible for delivering materials and equipment, as needed to the job site for the work to be performed. Utility II Leader/Repair Technician will perform preventative maintenance, repairs, and inspections on various custodial equipment (floor scrubbers, carpet extractors, vacuums, etc.). Replaces or installs product dispensers. Helps evaluate custodial materials and equipment for purchase. The Leader/Repair Technician will train new employees and employees changing job assignments: provide input in appraisal of personnel when requested by supervision; any other related duties assigned by supervision. A supervisor may assign other duties to meet the mission requirements of the

Facilities Management Department custodial and grounds staff. The Leader/Repair Technician has no disciplinary power or responsibility other than informing supervision of ongoing patterns of employee conduct which have the effect of interfering with the completion of job assignments.

## **UTILITY II GROUP LEADER**

Under supervision, assist the shift leader and supervisor in providing direction, scheduling, assigning, executing, completing and inspecting work assignments in designated areas or among a designated team of Utility II employees. Provide effective team support, actively participate in assignments, set-ups, and inventory control for the designated team area or team tasks; assist new employees in gaining necessary skills and learning appropriate cleaning procedures; provide feedback and input to work procedures, equipment, and supply needs as well as the performance of team members to the supervisor. Serve as team leader for a small group (usually 3-5) of Utility II employees on a routine or non-routine basis (special projects or events). Serve as acting shift leader in the absence of the regular shift leader and supervisor. The group leader has no disciplinary power or responsibility other than informing supervision of ongoing patterns of employee conduct which have the effect of interfering with the completion of job assignments.