



Muskegon Community College

221 South Quarterline ♦ Muskegon, MI 49442

**MUSKEGON COMMUNITY
COLLEGE AND
CUSTODIAL/MAINTENANCE
AGREEMENT
2021 – 2024**

INDEX

ARTICLE I	1
ARTICLE II	
PURPOSE AND INTENT	1
ARTICLE III	
RECOGNITION	1
ARTICLE IV	
MEMBERSHIP AND DUES CHECKOFF	2
ARTICLE V	
REPRESENTATION	4
ARTICLE VI	
JOB STATUS AND FUNCTION OF UNION OFFICERS	5
ARTICLE VII	
GRIEVANCE PROCEDURE	6
ARTICLE VIII	
SENIORITY	9
ARTICLE IX	
LOSS OF SENIORITY	10
ARTICLE X	
LAYOFFS AND RECALLS	11
ARTICLE XI	
TEMPORARY TRANSFERS	13
ARTICLE XII	
PROMOTIONS	14
ARTICLE XIII	
WORKING HOURS AND SCHEDULES	17

ARTICLE XIV	
OVERTIME	18
ARTICLE XV	
MEAL PERIODS.....	22
ARTICLE XVI	
PAID TIME OFF (PTO).....	22
ARTICLE XVII	
BEREAVEMENT.....	27
ARTICLE XVIII	
PAID LEAVES OF ABSENCE.....	28
ARTICLE XIX	
UNPAID LEAVES OF ABSENCE.....	29
ARTICLE XX	
FAMILY AND MEDICAL LEAVE ACT APPLICATION.....	31
ARTICLE XXI	
INJURY TO EMPLOYEES.....	32
ARTICLE XXII	
HOLIDAYS	32
ARTICLE XXIII	
LONGEVITY PAY.....	35
ARTICLE XXIV	
NON-UNIT WORKING.....	36
ARTICLE XXV	
VALIDITY CLAUSE.....	37
ARTICLE XXVI	
MANAGEMENT RIGHTS.....	37
ARTICLE XXVII	
INSURANCE.	37
ARTICLE XXVIII	
MISCELLANEOUS	41

ARTICLE XXIX	
WAGE SCHEDULE.....	45
ARTICLE XXX	
DURATION OF AGREEMENT.....	46
WAGE RATE SCHEDULE.....	47
LETTER OF UNDERSTANDING	
(Drug and Alcohol Screening Policy).....	49
CUSTODIAL CALL-IN PROCEDURE.....	50
SNOW REMOVAL LETTER.....	51
TUTITION POOL DISTRIBUTION PROCEDURES.....	52

.

AGREEMENT

ARTICLE I

THIS AGREEMENT made July 14, 2021, by and between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, hereinafter referred to as the “Employer” and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M UNIT #15, hereinafter referred to as the “Union”, pursuant to the provisions of Act 379 of P.A. 1965, as amended.

WITNESSETH:

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

ARTICLE II

PURPOSE AND INTENT

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

ARTICLE III

RECOGNITION

3.1 (a) The Employer recognizes the Union as the exclusive bargaining representative and agent with respect to wages, hours of employment and other

conditions of employment for full-time and regularly scheduled part-time custodial and maintenance employees, including utility employees, but excluding supervisory and all other personnel.

(b) Definitions.

Full-time Employee. An employee who is regularly scheduled to work a minimum of thirty-two (32) hours in a work week.

Part-time Employee. An employee who is regularly scheduled to work less than thirty-two (32) hours in a work week.

(c) Application of Benefits for Part-time Employees. A part-time employee who is regularly scheduled to work more than sixteen (16) hours but less than thirty-two (32) hours in a work week will have their benefits prorated as set forth in the applicable Articles.

(d) No temporary employee shall work in a bargaining unit position (or multiple positions) for more than five hundred (520) hours in a fiscal year. Time worked by temporary employees filling in for bargaining unit employees who are off work on sick leave, child care leave, education leave or military leave shall not count toward the 520 hours.

A part-time employee who is regularly scheduled to work sixteen (16) hours or less per work week will not be entitled to any benefits.

ARTICLE IV

MEMBERSHIP AND DUES CHECKOFF

4.1 All employees covered by this Agreement shall have the right to join and/or financially support the union or to refrain from doing so. In accordance

with the terms of the Form of Authorization of Checkoff of Dues hereinafter set forth, and in accordance with applicable law, the Employer agrees to deduct Union Membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who voluntarily chooses to execute the dues checkoff form provided by the Union.

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

(a) Checkoff deductions under all properly-executed Authorization for Checkoff of Dues forms shall become effective at the time application is signed by the employee and, unless revoked by the employee in writing by registered mail to the Union with a copy to the Employer, shall be deducted from the first pay of the month and each month thereafter.

4.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits, attorney fees or other forms of liability that may arise out of, or by reason of action taken by the Employer under this Article or in making payroll deductions as hereinabove defined. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

4.4 There shall be no collection of dues or service fees by the Union during working hours on College premises.

4.5 Any employee whose employment is terminated, or any employee who is

transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or any other grounds for loss of seniority provided for in this Agreement shall cease to be subject to the checkoff deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.

ARTICLE V

REPRESENTATION

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

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

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

5.3 The maximum number of employees who shall be paid by the Employer for lost work while conducting negotiations shall be limited to five (5) and compensation

shall be at the employees' regular straight-time rate of pay and shall cease at the end of the employees' regular scheduled working hours of any day on an assigned shift.

ARTICLE VI

JOB STATUS AND FUNCTION OF UNION OFFICERS

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

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

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

6.4 Any Committee Member, Steward or alternate, or other officers of the Local Union, employed by the Employer having an individual grievance, in connection with ~~his~~ their own work may ask for a Steward or Committee Member (if Steward is

unavailable) to assist ~~him~~ them in adjusting the grievance, in a manner provided for in the grievance procedure.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 A grievance is an alleged violation of the terms of this Agreement and will be handled according to the following steps:

Step 1: Within ten (10) working days after an occurrence or knowledge of an occurrence upon which a grievance is based, the aggrieved employee shall take the matter up at a meeting with their immediate supervisor; the aggrieved may request the presence of the Steward or Chief Steward. If at this meeting the parties have not been able to resolve the matter, the aggrieved employee may submit a written and signed “Statement of Grievance” to their immediate supervisor which shall name the employee, shall identify all the provisions of this Agreement alleged to be violated by reference, and indicate the relief requested. Within five (5) working days following receipt of the “Statement of Grievance”, the supervisor shall submit a written answer to the employee and to the Union upon the grievance form or attached thereto. If the matter is settled at Step 1, the employee and a Union representative shall sign the grievance stating that result.

Step 2: If the matter is not settled at Step 1, the aggrieved employee and the Steward or Chief Steward may appeal the matter to the Director of Physical Plant within five (5) working days next following the submission of the written answer in Step 1. The Director shall submit a written answer to the Steward or Chief Steward within five (5) working days of receipt of the appeal. If the matter is settled at Step 2, the Steward or Chief Steward shall sign the grievance stating that result.

Step 3: If the matter is not settled at Step 2, the Steward or Chief Steward may appeal the matter to the Provost/Executive Vice President and/or the designee within five (5) working days next following the submission of the written answer in Step 2. The Provost/Executive Vice President or designee shall either:

(a) Issue a written disposition within ten (10) working days next following receipt of the written appeal; or

(b) Within the same period of time initiate and hold a meeting with the aggrieved employee, the Steward, Chief Steward and which may include the Union Business agent.

The Provost/Executive Vice President or the designee shall submit a written disposition of the matter within five (5) working days next following the conclusion of the meeting. If the matter is settled at Step 3, the employee and Union representative shall sign stating the results.

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

within fourteen (14) working days after receipt of notice of intent to arbitrate, the Michigan Employment Relations Commission shall be requested to provide a list consisting of five (5) arbitrators. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains.

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

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

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

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

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

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

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

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

ARTICLE VIII

SENIORITY

8.1 Employees shall be regarded as probationary employees until completion of 90 calendar days of employment from the date of hire for maintenance and grounds and 90 calendar days of employment for custodial employees. Upon completion of the probationary period, seniority shall be retroactive to the date of hire, and the employees shall be considered permanently appointed for the purpose of this collective bargaining agreement and for placement upon the seniority list. A probationary employee may be discharged or laid off without any obligation of reemployment and there shall be no recourse to the grievance procedure.

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

8.3 If a bargaining unit employee accepts a full-time supervisory or

administrative position at the College, they shall maintain the seniority accrued up to the date of said transfer. Employees who accept such position subsequent to July 1, 1973 may be returned to the unit by the Employer provided there is a job opening in accordance with their seniority.

ARTICLE IX

LOSS OF SENIORITY

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

- (a) Voluntary quit;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive working days without properly notifying the Employer and without just cause for the absence;
- (d) After notification of recall from layoff, failure to report within three (3) days their desire to return to work or failure to return to work within ten (10) days following notification. Notification to employees (addressee only) by certified mail or telegram delivered to the last address appearing on the employee's records shall be considered proper notice. Each employee shall be responsible for having their proper address on record with the Employer.
- (e) If the employee for any reason, other than sick leave or leave of absence granted by the Employer is off the active payroll for a period of twelve (12) months or the length of their seniority, whichever is the lesser, unless otherwise provided for in this Agreement;
- (f) Failure to report for work at the expiration of a leave of absence; or

- (g) Retirement.

ARTICLE X

LAYOFFS AND RECALLS

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

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

(b) Thereafter, employees with the least seniority in the classification(s) affected will be laid off. Provided however and subject to subsection (f) the following employees will be laid off last and recalled first:

- Chief Steward
- Vice President
- President

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

(d) The Employer will not use any employee in a classification in which they are not qualified if another employee is laid off therefrom, except in case of an emergency (as defined in Section 25.1 (e)).

(e) Employees who exercise their seniority under this section will be

paid at the same rate in a lateral classification or at the highest rate paid for a lower classification provided that the new rate is not higher than the old rate, or at the rate closest to but not lower than the current rate of pay for a higher classification.

(f) The above procedures are subject to the condition that in the Employer's judgment, those employees remaining subsequent to the layoff, or those employees who exercise displacement rights are qualified to perform the available work.

(g) Employees on layoff or leave of absence shall continue on the medical insurance program for the two months following the month of layoff or leave of absence, provided they continue the employee's premium, co-pay portion, following the month of layoff or leave of absence, but thereafter it shall be the responsibility of the employee, if they desires, to make arrangements for continuation of the insurance at their expense.

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

(a) The Employer will notify the employee of recall, however, it is the employee's responsibility to notify the Employer of their intention to return to work and the date which they will report. The employee will have three (3) working days from the notice of recall to contact and to notify the Employer accordingly.

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

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

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

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

(2) If, during recall, an employee refuses to accept the available lateral or lower classifications, they will be deemed to have terminated their employment voluntarily.

ARTICLE XI

TEMPORARY TRANSFERS

11.1 The Employer reserves the right to make temporary transfers to fill in for temporary absences or to cover for additional workloads as may from time to time be necessary to a different job, classification, location and shift. Such transfers shall not exceed ninety (90) calendar days at any one time except for transfers made to cover for leaves of absence. If a transfer is to a higher rated job for more than one (1) working day, the employee shall receive the higher rate of pay. There shall be no reduction in pay if the transfer is to a lower paying job. This Article shall not be used to avoid the posting and bidding procedure under Article XII.

11.2 If a temporary transfer is for three (3) work days or less, the Employer has

the right to select the employee who shall transfer without regard to seniority, so long as the selection is made for a reason which is not arbitrary or capricious. If a temporary transfer shall be for over three (3) work days, the Employer shall offer the transfer to qualified employees on the basis of seniority. In the event that qualified employees decline the temporary transfer, the least senior qualified employee shall accept the transfer.

11.3 The Employer reserves the right to hire temporary employees to fill in for leaves of absence for fixed periods of time. Notice of any temporary hires and the fixed period of time, if known, shall be sent, in writing, to the Unit President no later than three (3) working days after the start of the first shift worked by the temporary employee(s). Such temporary hires shall not come under the terms of this Agreement provided that the terms of this Agreement are not exceeded.

ARTICLE XII

PROMOTIONS

12.1 All employees expressing a desire to do so shall be given equal opportunity to train for a higher classification if approved by your supervisor.

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

If a vacancy is of an emergency nature, the Employer may designate an emergency substitute not to exceed thirty (30) calendar days without loss of seniority and

former classification and no loss in pay.

12.3 All bargaining unit vacancies shall be posted on the College's website within seven (7) calendar days excluding holidays after the Employer's decision to fill the vacancy. The date it is posted on the website, such notice shall be sent via inter-office mail to the unit president and secretary who may then post the notice on the designated bulletin boards. Employees who bid on such vacancies shall so indicate on the job posting, in writing, in the office of the Executive Director of Human Resources, within seven (7) calendar days excluding holidays of the date of the posting. Employees with seniority may apply for posted jobs which posting will contain the following information:

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

If the Employer decides not to fill the vacancy, it shall notify the Union President within five (5) workdays of that decision.

12.4 Any interested employee with seniority may apply for the vacancy by the end of the posting period – not less than 6 days following the process in the posting.

All applicants will be considered for the vacancy and vacancy shall be awarded to the most qualified applicant and in the event their qualifications are equal,

seniority shall prevail:

(a) Applicants will be reviewed according to their experience, training, educational background, demonstrated skills and further taking into account the employee's discipline, evaluation and work record. The review shall be uniformly administered among the applicants.

(b) If there are no qualified applicants then the position may be filled from any source.

12.5 Any employee filling a vacancy of a promotional nature, for which they have not been previously classified, shall be given up to thirty (30) calendar days to prove their ability, as determined by the Employer. If unable to qualify, they shall be returned to their former position without prejudice at the rate of pay for such position and the employee will not be charged with the bid. They shall be given the reasons for their disqualification in writing within five (5) workdays.

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

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

12.8 Although such employee(s) can apply, the Employer may refuse to consider any employee for promotion who has been awarded a posted job within the previous six (6) months.

ARTICLE XIII

WORKING HOURS AND SCHEDULES

13.1 The first shift shall be scheduled to begin between the hours of 5:00 a.m. and 8:00 a.m. Any bargaining unit employee hired after January 1, 2005 may be scheduled by the Employer to begin between the hours of 4:00 a.m. and 9:00 a.m. For employees working the first shift the standard workday shall consist of eight (8) hours with one-half hour paid meal period.

13.2 The second shift shall begin between the hours of 1:00 p.m. and 4:00 p.m. The shift premium for the second shift shall be thirty-five cents (35¢) per hour (applicable to any shift starting after 1:00 p.m.). For employees working the second shift the standard workday shall consist of eight (8) hours with one-half hour paid meal period.

13.3 The third shift shall begin between 8:00 p.m. and 11:00 p.m. The shift premium for the third shift shall be thirty-five cents (35¢) per hour (applicable to any shift starting after 1:00 p.m.). For employees working the third shift the standard workday shall consist of eight (8) hours with one-half hour paid meal period.

13.4 The standard workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive. A standard work week of Tuesday through Saturday, inclusive, and Sunday through Thursday, inclusive may be established by the Employer to meet weekend requirements. The Tuesday through Saturday workweek shall apply to a maximum of three (3) employees and shall not displace any shift, Monday through

Friday, employees. The Sunday through Thursday work week shall apply to a maximum of three (3) employees and shall not displace any shift, Monday through Friday, employees.

13.5 Any permanent change in the starting time of any employee shall not go into effect without first discussing the change with the Union President. The Employer will consider seniority in such changes and will not use this provision in an arbitrary or capricious manner. There shall be a twenty-four (24) hour notice to the employee of any shift change, unless waived by the employee.

ARTICLE XIV

OVERTIME

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

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

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

14.4 If as a result of a shift change by the Employer, a full-time employee is

denied an opportunity to work a forty (40) hour week, they shall be paid for forty (40) hours minus any legitimate deductions they incurs.

14.5 Overtime Procedure

(a) Any bargaining unit member, qualified for the posted overtime, desiring the opportunity to work overtime shall fill out an “Overtime Add/Remove Request Form.” The two-part form will be given to the supervisor and shift steward. When added, the employee will be placed on the bottom of the current overtime roster by adding one (1) hour to the highest hourly total. The overtime roster will be posted in a designated location. When voluntarily removing your name from the roster, you must remain off the list for thirty (30) days.

(b) Acceptance or refusal of overtime will be made from this roster by noon on Wednesday. You are encouraged to sign up for overtime even if you are not on the top of the list. If you do not sign by Wednesday at noon, you will be charged as refusing all available overtime. Accordingly, if an overtime assignment is accepted by someone with lower posted hours than you, they will get that overtime.

(c) Overtime opportunities will be filled on a basis of least accumulated overtime hours down the list to most accumulated overtime hours.

(d) Any employee on the overtime roster may accept or refuse any or all of the overtime opportunity available to them. You will be charged according to 14.5g.

(e) In the event no employee on the roster accepts the available overtime, the employer may go off the roster to find a volunteer from current bargaining

unit members. If no employee in the unit accepts the available overtime, then the employee with the least amount of accumulated hours on the overtime roster must either accept the overtime or remove themselves from the overtime roster for thirty (30) days. In the event the roster is depleted, the least senior unit employee must take the assignment(s).

(f) Employees who accept to work overtime will be expected to work those hours to the same extent as a regular workday and the rules applicable to their regularly-scheduled shift.

(g) Each employee will be charged for all overtime accepted (hours worked) and refused (hours posted) based on the availability to that member.

1. In the case of overlapping overtime hours either in the same building or separate buildings, the employee who refuses both will be charged for the lesser amount (hours posted).

2. Employees will be charged at the rate of one and one-half (1.5) hours for each hour of overtime accepted (worked) or refused (posted) for Saturdays and two (2) hours for each overtime hour accepted (worked) or refused (posted) on a Sunday or Holiday.

3. Employees will not be charged for any overtime of one (1) hour or less.

(h) It is the employee's responsibility to check on overtime availability. Employees who are absent for any reason will be charged as refusing the overtime opportunity available to them.

1. An employee, after an absence, who returns to work after

noon on Wednesday, will not be allowed to bump another employee from their accepted overtime hours and will be charged as refusing those hours which would have been available to them.

2. If the absent employee returns to work prior to noon on Wednesday, they may accept any overtime availability with respect to their accumulated hours on the overtime roster.

3. When all employees' hours on the overtime roster exceed one hundred (100), one hundred will be subtracted from everyone's hours.

14.6 Scheduled Overtime (more than 48 hours notice).

(a) All scheduled overtime (minimum of three hours) will be posted by the employer on the weekly overtime roster in the designated location by noon on Monday. The overtime policy of 14.5 applies. A copy of the prior week's overtime, with calculations, will be posted under the current week's availability.

14.7 Unscheduled overtime (after noon on Wednesday).

(a) Unscheduled overtime will be first offered to those employees on the overtime roster (least hours down to most hours). No one will be charged if they accept or refuse unscheduled overtime.

(b) If no one on the overtime roster accepts the overtime, the employer may go off the roster and offer the overtime to any bargaining unit member (from highest seniority to lowest seniority). In the event no one accepts the overtime, the least senior employee on the roster must take the assignment.

14.8 If an employee is called in to work for hours outside of and not contiguous

with their regularly scheduled shift, they shall receive a minimum of three (3) hours pay at time and one-half the employee's regular straight time rate. If the hours are contiguous/carry over to their regularly scheduled shift, the employee shall be paid at their regular straight time rate for such call-in hours and will be permitted to leave early on that shift (up to the amount of time of their call-in) if leaving does not interfere with normal operations.

ARTICLE XV

MEAL PERIODS

15.1 An employee shall be entitled to a one-half hour paid meal period during their regularly scheduled shift of eight (8) or more hours.

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

(a) A thirty (30) minute paid meal period if they are to work more than four (4) hours beyond their regular shift.

(b) A fifteen (15) minute paid break if they are to work more than two (2) hours beyond their regular shift. The break time includes time spent in leaving and returning to the work station.

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

ARTICLE XVI

Paid Time Off (PTO)

16.1 Paid Time Off (PTO)

PTO will be granted each year, prospectively for use from the first full pay in the fiscal year and last pay of the fiscal year. The fiscal year is July 1 through June 30, and will be given to an employee based on years of service reached by July 1 of the new fiscal year.

PTO is in place to allow an employee the flexibility, autonomy and responsibility to use paid time off as they determine appropriate for their personal circumstances. It is designed to be used for vacation, sick leave and/or personal appointments an employee must attend to during work hours. Except for cases of legitimate unexpected illness or emergencies, PTO requires prior approval by the employee's supervisor. Provide as much notice as possible when submitting a request for time off.

16.2 Paid Time Off (PTO) Expectations

- (a) A full-time employee's PTO may be used in one (1) hour increments up to a full day (based on the employee's scheduled work hours) of pay computed at the employee's regular straight time hourly rate for each full day of time off taken. A part-time employee's PTO may be used in one (1) hour increments up to their work time not to exceed an eight (8) hour day. For example, if a part-time employee normally works a six (6) hour shift they may take up to six (6) hours of PTO time for that day.
- (b) Full-time employees are eligible to take PTO after ninety (90) days of employment, and part-time employees may take it after one hundred eighty days (180) of employment.
- (c) The Employer may require medical proof or certification of any illness, injury or contagious disease where there is evidence of abuse of leave time. The employer may require proof of medical certification in any event where PTO for sickness or

injury exceeds five (5) or more workdays. An employee on extended sickness or injury may be required, a minimum of every 30 days, to provide documentation of necessary continuation leave.

(d) Under the College's Family and Medical Leave Act (FMLA) policy, all accrued sick bank hours will be used and all but three (3) weeks (120 hours) PTO time must be taken before the start of any unpaid FMLA time.

(e) Where a supervisor receives conflicting requests on the same day for the same PTO time, preference shall be granted to the most senior employee(s) provided the remaining workload is covered.

(f) Requests for PTO (for vacation purposes) must be submitted in writing by May 1, on forms provided by the supervisor for the following fiscal year which begins July 1. All PTO requests made by May 1 will be scheduled and assigned on a seniority basis within the classification and by mutual agreement with the supervisor and will take preference over requests made at a later date. After May 1, the Employer will notify the employee in writing within -five (5) work days as to the approval or disapproval of such PTO. For the purpose of this section in writing also means via email directly to employee's supervisor's email.

(g) When calling in for emergency, or illness time off use departmental call in number, 231- 777-0607.

16.3 Specific Eligibility for Paid Time Off (PTO)

PTO is prorated in the year that an employee is hired, retires, resigns or transitions. The proration will be based on the number of weeks worked on an employee's regular schedule. A full-time employee who has worked less than 1,664 hours during the preceding fiscal

year shall be entitled to a percentage of PTO in accordance with the following schedule.

Overtime hours are counted as straight-time hours. Hours worked shall include any compensated hours including PTO, holiday, etc.

1,664 & over – 100%

1,400 – 1,663 – 80%

1,200 – 1,399 – 60%

1,000 – 1,199 – 40%

Below 1,000 – 0%

16.4

(a) Full-Time Years of Service

Years of Service as of July 1	Number of PTO Days Granted	Hours Granted
New hire up to two years (0-2)	27	216
Three to Five (3-5)	30	240
Six to Nine (6 - 9)	34	272
Ten to Thirteen (10-13)	38	304
Fourteen and over (14+)	40	320

(b) Part-Time Years of Service

Any part-time employees working a minimum of 20 hours per week shall be granted:

Years of Service as of July 1	Number of PTO Days Granted	Hours Granted
New hire up to ten years (0- 9)	15	Regular scheduled day
Ten to Fourteen years (10-14)	17	Regular scheduled day
Fifteen and above years (15+)	20	Regular scheduled day

PTO will be pre-loaded July 1 of each year.

16.5 At the end of each year any remaining time, up to 30 days or 240 hours, will be carried over into the PTO bank. The PTO bank will be maximized at 100 days or 800

hours. Once the PTO bank has been maximized, unused annual PTO time will be paid out at twenty-five percent (25%). Employees are responsible for monitoring and taking their PTO over the course of a year so that they do not lose time when the fiscal year ends. (PTO is subject to supervisory approval and not every employee can take accumulated time in June; the College must continue to serve our students/community.) Only if extenuating business circumstances prevented the employee from taking scheduled PTO prior to June 30, this PTO may be carried over in the annual PTO and taken in the first half of the next year with the approval of both their Vice President and Human Resources.

16.6 Upon Retirement or Resignation

Employee who retires or resigns, by giving a minimum of two weeks' notice. . Will be eligible for the following payouts:

- PTO Bank and Sick Bank:

Employees are paid out fifty percent (50%) of the remaining accrued PTO bank and fifty percent (50%) of any remaining sick bank to their 403(b) tax-sheltered annuity or custodial account designated by the employee.

- Annual PTO:

- The annual PTO payout will be pro-rated. This means any accrued time less time used will be eligible for payout at one hundred percent (100%) upon retirement.
- In the event, the employee uses more time off than accrued for the year, the excess will be taken from the PTO bank.

16.7 Deceased Employee

In the event an employee dies while still employed at the College, the Employer shall pay to

the employee's heir or estate, one-hundred percent (100%) of the accumulated but unused sick bank, one hundred percent (100%) of accumulated but unused PTO bank, and one hundred percent (100%) of the Pro-rated Annual PTO.

16.8 Rehired Employees

Employees who are rehired will not receive credit for former time worked and begin to accumulate current PTO per the policy in place for new hires.

16.9 Transition to PTO Plan

(a) If an employee was hired before July 1, 2016 and has available hours in their sick bank, they will keep the banked sick leave balance to use for FMLA events over the duration of the employee's employment, or be paid out upon retirement as specified above. No additional time will be added to the sick bank after the transition.

(b) Employees will have any vacation time remaining as of June 30, 2016 set aside in a vacation bank up to 160 hours which may be used during their employment. Upon separation these hours if not used will be paid out at 100%. No additional time will be added to the vacation bank after the transition.

(c) Hours reflected in 16.3 & 16.4 above will be loaded for use into the employee's annual PTO for use beginning July 1, 2016 or as possible there after upon ratification of this agreement.

ARTICLE XVII

BEREAVEMENT

17.1

(1) Leave not to exceed five (5) days will be allowed for each death in

the immediate family. Immediate family for purposes of this section is understood to include step and/or foster-relations of spouse, parents, parents-in-law, children, and children-in-law of the employee.

- (2) Leave not to exceed three (3) days will be allowed for each death in the family for the following relationships including: siblings, siblings-in-law, grandparents, and grandchildren of the employee.
- (3) Up to one day of bereavement leave will be granted in the case of death of the employee's relative's once removed aunt, uncle, cousin, niece, or nephew.

Absence for bereavement leave beyond time identified above may be requested and if granted will be charged against other time off available. Proof may be required.

ARTICLE XVIII

PAID LEAVES OF ABSENCE

18.1 Jury Duty. The employee shall be excused from work for jury duty as prescribed by applicable law and shall be paid by the Employer, an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight-time hours for the Employer on that date, and the daily jury duty fee paid by the courts, not including travel allowance or reimbursements or expenses, for each day on which they reports for or performs jury duty, and on which they would have been scheduled to work for the Employer, up to a maximum of three (3) weeks.

18.2 An employee shall also be excused from work when subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena provided,

however, if the employee is the Plaintiff or the Defendant, the employee will be required to use vacation day(s), if available.

18.3 In-Service Training. The Director of Physical Plant may request and select employees who are to attend in-service training sessions. Selected employees expenses and wages will be paid by the Employer.

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

ARTICLE XIX

UNPAID LEAVES OF ABSENCE

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

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

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

months.

19.4 An employee having five (5) years or more seniority may at their request be able to take a one (1) year educational leave. If such leave is relative to the employee's job, seniority shall accrue.

19.5 The leaves of absence provided in this Article 20 shall be without pay and seniority shall not accrue during such leaves of absence in paragraphs 20.1 and in 20.4 above if the leave is not related to the employee's job.

19.6 An employee who has passed their probationary period and who is unable to work because of personal illness or disability shall be granted a leave without pay for the duration of such illness or disability not to exceed the length of their seniority or one year, whichever is less, except that employees with fifteen (15) years or more seniority shall be granted a leave of absence not to exceed two (2) years. Seniority shall be measured as of the date the leave begins and provided the employee returns to work, shall accrue during such leave.

19.7 The employee shall notify the Employer as soon as possible of the employee's intent to return to work. The Employer may require an employee to furnish a physician's statement that they have adequately recuperated and are able to return to work.

(a) If an employee returns within six (6) months they shall be returned to their former job or a job to which their seniority would entitle them. If an employee returns after six (6) months, they shall be returned to the first available vacancy for which they are qualified.

(b) For any sick leave that commences after October 20, 1993: If an employee returns after six (6) months but within the period of leave time permitted in

Section 20.x (was 17.3), they shall be returned to their former job or a job to which their seniority would entitle them, providing that the Employer may fill the position for the period of the leave with a temporary employee pursuant to Section 11.3.

ARTICLE XX

FAMILY AND MEDICAL LEAVE ACT APPLICATION

20.1 The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993, as amended, for eligible employees as defined in the Act, which requires employers to provide employees job-protected leave for qualifying life circumstances. Summary information included below. For complete information and procedural details, please see the Human Resource Portal.

An eligible employee is one who has been employed by Muskegon Community College for at least 12 months and has worked a minimum of 1250 hours in the preceding 12-month period.

In order to qualify as FMLA leave, an eligible employee must be taking a leave for one of the following reasons:

- For the birth of a child in order to care for that child;
- For the placement of a child for adoption or foster care;
- To care for a spouse, son, daughter, parent, or next-of-kin, who is a member of the armed forces (including National Guard or Reserves) and who is undergoing medical treatment, recuperation, or therapy or is in out-patient status or temporarily disabled for a serious injury or illness incurred in the line of duty that renders the individual medically unfit to perform the duties of their office, grade, rank, or rating;

- To manage the affairs of an employee's spouse, son, daughter, or parent who is a member of the National Guard or Reserves and who is called into active duty resulting in one or more qualifying exigencies.
- To care for a spouse, child, or parent, or any individual for whom the employee has a day-to-day responsibility of care, with a serious health condition; or
- The serious health condition of the employee.

Intermittent leave may be taken should medical circumstances warrant.

Seniority shall accrue during a FMLA leave.

20.2 Nothing in this Agreement shall preclude the Employer or the employee from exercising and applying those rights and from being subject to those obligations which are applicable to the Employer and the employee under the provisions of the Act.

ARTICLE XXI

INJURY TO EMPLOYEES

21.1 Injuries to employees must be reported to the Shift Foreperson or to the supervisor or designee immediately, and an incident report must be completed before the end of the employee's next shift.

21.2 Fellow employees who are working with an employee who is injured shall immediately notify the Shift Foreperson/supervisor - or supervisor's designee if the employee is unable to report.

ARTICLE XXII

HOLIDAYS

22.1 All active unit employees shall receive holiday pay for each of the following holidays:

- (1) Last working day prior to New Year's Day
- (2) New Year's Day
- (3) Martin Luther King Jr. Day
- (4) One-Half Day on Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Thanksgiving Day
- (9) Day Following Thanksgiving Day
- (10) Last Working Day Prior to Christmas
- (11) Christmas Day
- (12) One Floating Holiday

If the College ever recognizes Veterans Day as a holiday, members of the bargaining unit will receive it as an addition to the above-listed holidays.

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

An employee who is regularly scheduled to work more than sixteen (16) hours but less than thirty-two (32) hours in a work week shall receive holiday pay prorated on the basis as their weekly schedule is to forty (40) hours.

The designated floating holiday must be designated by the Employer in writing no later than the 25th day of April each year. If a date has not been designated, Employees shall receive an eight (8) hour personal day. In the event the Employer designates Good

Friday (four (4) hours), the Employee will be entitled to use the remaining four (4) hours as a one-half day (4 hour) personal day. The Provost/Executive Vice President or designee may designate a second floating holiday for scheduling purposes. The second floating holiday will not be added to any other leave balance if not designated.

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

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

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

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

22.6 On Good Friday the first shift shall start on its normal times. Every reasonable effort will be made to conclude the third shift hours by midnight.

22.7 Whenever the third shift is scheduled to work the shift commencing at 11:00 p.m. prior to any holiday set forth in Section 23.1 (except for one-half day on Good Friday), every reasonable effort will be made to schedule such employees so that their shift hours will coincide with the second shift hours. Such change in hours will not be made

if it will result in overtime.

ARTICLE XXIII

LONGEVITY PAY

23.1 Employees hired on or before June 30, 2012, and with five (5) years of service or more will be eligible for longevity pay.

(a) Semi-annual payments to be paid in July and December on the following basis: effective July 1, 2006 - \$235 per year for each 5 years of service, but not to exceed \$1,000.

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

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

(d) An employee who is regularly-scheduled to work more than sixteen (16) hours but less than thirty-two (32) hours in a work week shall earn longevity credit based upon 2,080 hours of work for a year of credit.

23.2 Employees hired on or after July 1, 2012, and with ten (10) years of service or more will be eligible for a lump sum longevity payment every five (5) years as follows:

\$235.00 after ten (10) years of service

\$470.00 after fifteen (15) years of service

\$705.00 after twenty (20) years of service

\$940.00 after twenty-five (25) years of service

\$1,000.00 after thirty (30) years of service

Said payment will be made with the first paycheck in August after the fiscal year in which the employee achieves the required years of service.

ARTICLE XXIV

NON-UNIT WORKING

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

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

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

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

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

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

24.2 Non-bargaining unit employees including students (work study or assistants) and interns, will not perform work normally and customarily assigned to bargaining unit employees where the effect thereof will:

(a) Cause a reduction in hours or the layoff of a bargaining unit

employee.

(b) Deny overtime to a bargaining unit employee.

(c) Fill a bargaining unit position or replace a bargaining unit employee for an indefinite period.

ARTICLE XXV

VALIDITY CLAUSE

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

ARTICLE XXVI

MANAGEMENT RIGHTS

26.1 The Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to operate the College, provided, however, that the Employer shall not violate any express provision of this Agreement.

ARTICLE XXVII

INSURANCE

27.1 The College will make available to each full-time employee and their immediate family, family health insurance.

(a) The member may elect to receive or reject the insurance but in the latter case no substitution will be made, however an opt out amount will be made available if it is offered to other employee groups.

(b) The parties agree that should the Employer negotiate or provide lower monthly employee premium copayments or any form of co-pay or deductible reimbursements to employees in any of its other recognized groups (i.e., Faculty, ESSU, and APS), such lower premium copayments or reimbursements will be made available to employees in this bargaining unit. Currently the employer is using the PA (152) Hard Cap rule.

(c) Premium payments will generally be via twenty-six (26) payroll deductions, which is specifically authorized by this Agreement, and will be deducted on a pretax basis under the Employer's Section 125 Cafeteria Plan.

(d) Life - current plan (\$25,000.00) Effective sixty (60) days following ratification increase to \$30,000.00. Effective July 1, 2005 - increase to \$35,000.00.

27.2 The Employer shall provide a Dental Plan (Blue Cross/Blue Shield, 80/80/60 MBL \$2500) or an equivalent plan for full-time employees and dependents which will include orthodontia coverage for dependent children.

27.3 The Employer shall provide a vision care program for employees and dependents substantially equivalent to VSP 2. Where prescription safety glasses are required, polycarbonate lenses or anti-scratch coating will be provided.

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

(a) Payment of 60 percent salary for all illness and disability beyond ninety (90) calendar days until age seventy (70). For the first ninety (90) calendar days of such absence, the employee is required to use accumulated sick bank benefits or PTO bank to continue 100 percent of salary.

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

(c) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar days, the College will continue to apply such sick leave benefits in order to pay 40 percent of contractual salary or enough to bring salary to 100 percent including Social Security and State Retirement until expiration of accumulated sick leave. Thereafter, the employee shall be eligible to receive up to 60 percent of salary for subsequent period covered by insurance.

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

27.5 An employee who is regularly scheduled to work more than twenty (20) hours but less than thirty (30) hours in a work week shall pay fifty percent (50%) of the applicable monthly premium for hospitalization coverage (based upon COBRA rate), which amount is authorized to be made through payroll deduction. If an employee is working thirty-four (34) hours per week, they shall pay twenty-five percent (25%) of applicable monthly premium for medical coverage (based upon the COBRA rate).

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

plans or programs which are self-funded, the Employer's liability is limited to the benefit provisions of the plan.

27.7 New employees shall be first covered in accordance with the provisions of the particular policy.

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

(a) Payment of 60 percent salary for all illness and disability beyond ninety (90) calendar days until age seventy (70). For the first ninety (90) calendar days of such absence, the employee is required to use accumulated sick leave benefits to continue 100 percent of salary.

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

(c) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar days, the Board will continue to apply such sick leave benefits in order to pay 40 percent of contractual salary or enough to bring salary to 100 percent including Social Security and State Retirement until expiration of accumulated sick leave.

27.9 It shall be the employee's responsibility to contact the Employer with respect to disability benefits and requisite forms which must be completed. Thereafter, the employee shall be eligible to receive up to 60 percent of salary for subsequent period covered by insurance.

(a) The obligation of the Board under this Section shall be fully satisfied by the payment of applicable premiums for the insurance coverage specified and under no circumstances shall this Agreement be construed to impose upon the Board or

Employer the responsibilities of the insurer. This sickness and disability plan will take effect with the effective date of the policy.

27.10 Wellness Program. Effective no later than the first semester after January 1, 1997, each full-time employee may enroll in a “wellness” program offered through Continuing Education Services at the College with tuition cost reimbursed by the Employer.

A “wellness” program is defined to mean a course, class or activity directly related to the employee’s health, such as “stop smoking”, “weight control”, or “exercise” program.

In addition (for Wellness courses as defined), the Employer will reimburse a regular full-time employee for courses at the College for the cost of tuition and fees not to exceed one course per academic year. The class is not to conflict with regular working hours unless written approval is obtained from the supervisor and Dean of Administrative Services. The employee will make up any lost work time.

ARTICLE XXVIII

MISCELLANEOUS

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

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

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

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

28.5 Mileage. The Employer shall pay the employee the rate established by the Internal Revenue Service if the employee uses their own car for authorized Employer business.

28.6 Job Description. The Employer shall furnish current job descriptions to the Unit President each year prior to July 1. Any updated job descriptions will be provided when finalized.

28.7 Student Worker/Interns. Student employees/interns shall not result in loss of permanent employees, or loss in overtime.

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

28.9 Tuition.

(a) Permanent employees taking courses at Muskegon Community College will be reimbursed by the Employer one hundred percent (100%) of the tuition, course fees, lab fees, books and registration fee for up to and including two (2) courses per semester and six (6) courses per year, providing such courses are related to an employee's position, or are necessary to fill requirements for an Associate Degree approved by the appropriate Vice President.

(b) Upon presentation of evidence demonstrating successful completion

(C grade or better), the Employer shall reimburse the employee for the tuition, course fees, lab fees, books and registration fee referred to above. Employees are encouraged to take educational courses at Muskegon Community College to improve their work skills and knowledge as long as the hours of such classes do not conflict with their regular working hours.

(c) The Employer will provide an annual (1 July to June 30) tuition pool not to exceed \$2,500 per year, to be divided among bargaining unit employee dependent children as defined by IRS regulation. The student share shall be used toward MCC tuition and/or fees. Students included in this tuition pool must meet normal standards for admission to the College, must make satisfactory academic progress and must meet all other qualifications and requirements for enrollment.

(d) The tuition-pool funds shall remain in the control of the College until the Union issues its End of Academic Year Report on or after July 15 of each year. This report shall list the names of qualified students and the amount each student is to receive. The College shall issue reimbursement checks within thirty (30) days of receipt of this report. (Tuition pool distribution procedures are attached to the end of this contract).

28.10 The Employer shall pay the annual state licensing fee for those employees in classifications where such license is a requirement of the job.

- Boiler Operator
- Carpenter
- Electrician
- Plumber

- Golf Course

Documentation will be provided by the employee upon request. Any employee who is assigned to operate any vehicle which is subject to CDL regulations must comply with the applicable DOT regulations. The Employer will pay for the cost of any fees required to obtain and retain such license.

28.11 For the twelve (12) month period beginning each July 1, the Employer shall provide each working employee with five (5) shirts. Employees may select the types of shirts from those selected by the Employer. Shirts will be owned, maintained, repaired and cleaned by the employee. Such shirts shall be replaced by the Employer when rendered unusable by reasonable wear and tear or by unrepairable damage caused by a work-related incident. The Employer shall make available compatible buttons and materials for repairs. The Employer shall make every reasonable effort to place shirt orders on or before July 15 of each year.

28.12 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, national origin, religion, sex including sexual harassment, sexual orientation, gender identity, transgender status, age, height, weight, marital status, disability, veteran status, political persuasion or any other protected class to the extent prohibited by applicable state and/or federal laws.

28.13 The Employer will provide a one-time lump sum \$100 payment to the two (2) unit employees that used their personal electronic device for work previously. This payment will be paid on the first full pay period following ratification.

ARTICLE XXIX

WAGE SCHEDULE

29.1 Attached and made a part hereof are the wage rate schedules for the periods indicated on the schedules. Wage rates shall be increased each year of this Agreement, with wage adjustments taking effect on the first regular payroll date following July 1 of each year as indicated on the schedule.

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

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

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

ARTICLE XXX

DURATION OF AGREEMENT

30.1 This agreement shall be effective July 1, 2021 and shall continue in effect until and through June 30, 2024. This agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated, unless extended in writing by the parties.

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

MUSKEGON COMMUNITY COLLEGE

SEIU 517M

Board of Trustees, Chairperson

SEIU Representative

President

President

WAGE RATE SCHEDULE

07/01/2021 – 06/30/2022

2021/2022 2.50%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Licensed Maintenance	\$20.44	\$21.05	\$ 21.57	\$ 22.11	\$ 22.67	\$ 23.81	\$ 24.41	\$ 25.02	\$ 25.64	\$ 26.00
Maintenance Skilled	\$ 18.38	\$ 18.92	\$ 19.39	\$ 19.87	\$ 20.37	\$ 21.41	\$21.94	\$ 22.48	\$ 23.05	\$ 23.27
Maintenance Semi-Skill	\$ 17.29	\$ 17.80	\$ 18.25	\$ 18.71	\$ 19.17	\$ 20.14	\$ 20.64	\$ 21.17	\$ 21.69	\$ 22.05
Grounds	\$ 17.29	\$ 17.80	\$ 18.25	\$ 18,71	\$ 19.17	\$ 20.14	\$ 20.64	\$ 21.17	\$ 21.69	\$ 22.32
Custodian I	\$ 16.88	\$ 17.38	\$ 17.81	\$ 18,26	\$ 18.72	\$ 19.66	\$ 20.15	\$ 20.66	\$ 21.18	\$ 21.81
Utility	\$ 17.07	\$ 17.59	\$ 18.02	\$ 18.47	\$ 18.92	\$ 19.87	\$ 20.37	\$ 20.88	\$ 21.41	\$ 21.81
Custodian (hired after July 1 2021)	\$ 14.71	\$ 15.15	\$ 15.53	\$ 15,92	\$ 16.32	\$ 17.16	\$ 17.59	\$ 18.02	\$ 18.47	\$ 18.92

2022-23 – 3% lump sum (on annual base rate) to those at the top of the scale to be paid out the first full pay in July.

2023/2024 2.00%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Licensed Maintenance	\$ 20.85	\$ 21.47	\$ 22.00	\$ 22.55	\$ 23.12	\$ 24.29	\$ 24.90	\$ 25.52	\$ 26.15	\$ 26.52
Maintenance Skilled	\$ 18.75	\$ 19.30	\$ 19.78	\$ 20.27	\$ 20.78	\$ 21.84	\$ 22.38	\$22.93	\$ 23.51	\$ 23.74
Maintenance Semi-Skill	\$ 17.64	\$ 18.16	\$ 18.62	\$ 19.08	\$ 19.55	\$ 20.54	\$ 21.05	\$ 21.59	\$ 22.12	\$ 22.49
Grounds	\$ 17.64	\$ 18.16	\$ 18.62	\$ 19.08	\$ 19.55	\$ 20.54	\$ 21.05	\$ 21.59	\$ 22.12	\$ 22.77
Custodian I	\$ 17.22	\$ 17.73	\$18.17	\$ 18.63	\$ 19.09	\$ 20.05	\$20.55	\$ 21.07	\$ 21.60	\$ 22.25
Utility	\$ 17.41	\$ 17.94	\$ 18.38	\$ 18.84	\$ 19.30	\$ 20.27	\$ 20.78	\$ 21.30	\$ 21.84	\$ 22.25
Custodian (hired after July 1, 2021)	\$ 15.00	\$ 15.45	\$ 15.84	\$ 16.24	\$ 16.65	\$ 17.50	\$ 17.94	\$ 18.38	\$ 18.84	\$ 19.30

New wage progression schedule effective next pay period upon ratification and each July 1, thereafter for the duration of the contract.

Special Agreement: One time lump sum addition of 56 hours will be made to the PTO Bank of each active member as of July 1, 2021. This is to be made as soon as possible upon ratification and Board approval of this contract.

The Employer may hire an applicant at any step above the starting rate based upon qualifications and experience of applicant, who will then progress according to the schedule.

Any absence of thirty (30) consecutive calendar days (excluding paid PTO leave under Section 16.1, workers' comp leave not to exceed six (6) months, holiday and jury duty days) or more shall defer any increase for a like period of time.

LETTER OF UNDERSTANDING

The parties agreed that the Employer may implement and enforce a drug and alcohol screening/testing policy for bargaining unit employees, provided such policy is implemented and enforced throughout the College.

Prior to implementation, the Employer will meet with the Union to explain the policy and procedure of the drug and alcohol screening/testing policy.

CUSTODIAL CALL-IN PROCEDURE

Every effort should be made to call at least two (2) hours prior to the start of the shift or in the case of an emergency, as soon as possible.

The number to call to report absences, Monday – Friday, is 231-777-0607. This number is accessible by physical plant leadership. Include in your recorded voice mail your name, time and date, the reason for your absence and a telephone number where you can be reached.

Weekend absences should be reported directly to your supervisor. If the supervisor is unavailable, the employee must call security at 231-777-0545 and include the information listed above.

When dialing 231-777-0607 your call will be answered with this message:

“Please leave a message for the Physical Plant call in line.”

You may use the following format:

This is (name) calling. It is (day, month, date, time) . I will not be in because (state your reason) . I can be reached at (phone number) .

In addition to the call to 231-777-0607, you may also contact your supervisor directly.

SUPERVISOR	OFFICE	
Tonette Brown Garner	231-777-0654	231-728-8311 (home)
Stanley Dean	231-777-0233	616-322-2879 (cell)
David Sturgeon	231- 777-0315	231-629-1184 (cell)

SNOW REMOVAL LETTER

Commencing on or about December 1 until on or about March 15 following, the Employer shall designate six qualified employees for snow removal pursuant to the following:

- a) Such employees must be qualified to operate all snow removal equipment, including College end-loader(s) and College snow plow truck(s).
- b) One employee shall be assigned to third shift. The third shift shall be scheduled between Sunday through Friday and shall begin between 8:00 PM – 11:00 PM.
- c) One employee shall be assigned on the first shift and shall receive 25 cents per hour on call premium pay for first shift hours, and will be “on call” to come in whenever it is needed. The first shift shall be scheduled to begin between the hours of 5:00 a.m. and 8:00 a.m. Any bargaining unit employee hired after January 1 2005 may be scheduled by the Employer to begin between the hours of 4:00 a.m. and 9:00 a.m. For employees working the first shift the standard work day shall consist of eight (8) hours with one-half hour paid meal period.
- d) If the shift assignment is not satisfactory to either employee, the shifts may be alternated every 30 days.

Employees may be selected for training on the snow removal equipment by the Employer and employees will assist with training.

Each employee shall receive .50 cents per hour for each hour while operating the drivable College snow removal vehicles for snow removal. Such hours shall be recorded daily.

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

TUITION POOL DISTRIBUTION PROCEDURES

The Two Thousand Five Hundred Dollar (\$2,500) annual tuition pool as defined in Article XXVIII, 28.9(c), will be distributed as follows. Each eligible employee will be reimbursed for dependents (as defined in Article XXVIII, 28.9(c)) based on the following formula:

Step One:

Total number of dependent's credits for the academic year x in-district tuition

- Dollar amount of scholarships received

- Dollar amount of grants received

- Cost of any course in which less than a "C" was earned

= $\frac{\text{Each dependent's qualified dollar amount for reimbursement}}{\text{Total number of dependent's credits for the academic year x in-district tuition} - \text{Dollar amount of scholarships received} - \text{Dollar amount of grants received} - \text{Cost of any course in which less than a "C" was earned}}$

Step Two:

Add all dependent's qualified dollar amounts (from Step One).

If the total amount is equal to or less than the applicable annual pool listed in Section 28.9(c), the procedure continues at Step Five and an eligible employees shall receive reimbursement for their dependent equal to that amount calculated in Step One. If the total amount is greater than the applicable annual pool listed in Section 28.9(c), the procedure continues through Steps Three, Four and Five.

Step Three:

Each dependent's qualified dollar amount (from Step One) divided by the total of all dependents' qualified dollar amounts (from Step Two) x 100.

= Dependent's percentage of tuition pool (Note: Step Three will be repeated for each dependent to calculate each dependent's individual percentage.)

Step Four:

Each dependent's percentage x the applicable annual pool listed in Section 28.9(c).

= Dollar amount to be reimbursed to the Union employee.

Step Five

The Custodial Maintenance Unit will be responsible for compiling a list of names and dollar amounts due each member. The list shall be verified through the Financial Aid Office. Reimbursement shall be issued by the College per the terms of Article XXVIII, 28.9(c).