3093

6/30/97

g community

AGREEMENT

Between

KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES

And

KELLOGG COMMUNITY COLLEGE MAINTENANCE ASSOCIATION, MEA/NEA

1995-1997

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

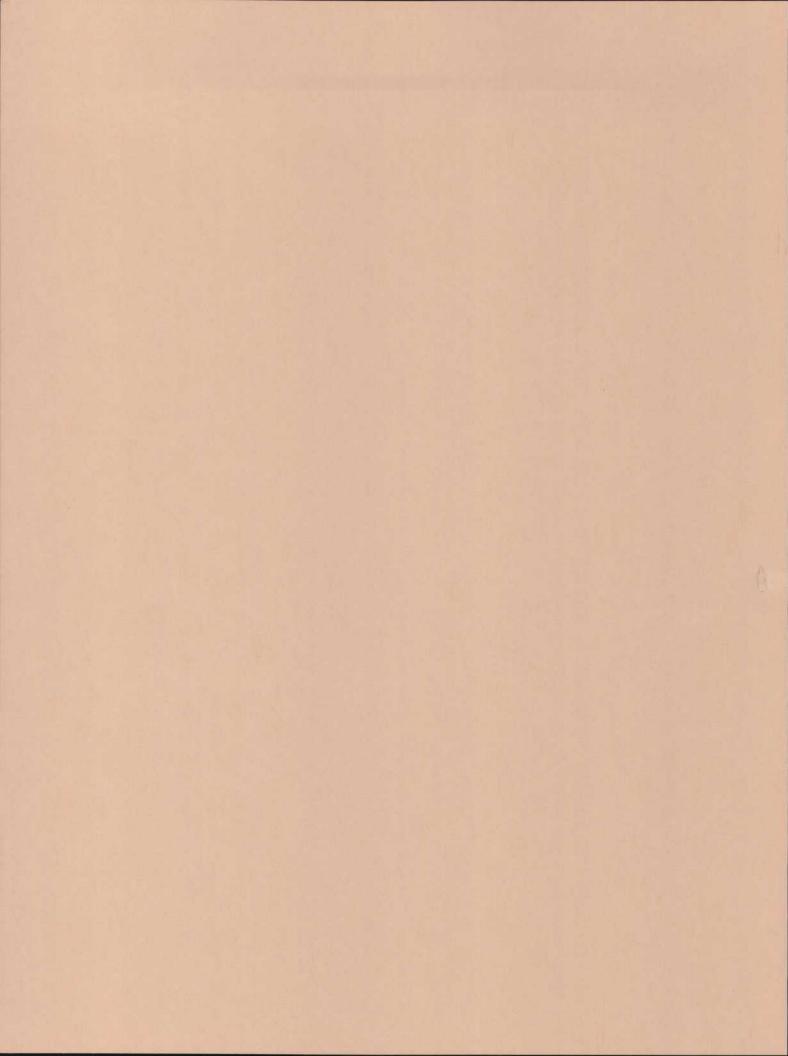


TABLE OF CONTENTS

Article	Title	Page
1	Recognition	3
2 3	Board Rights	3
3	Association Rights	3
	Dues	3
	Activities	4
	Representatives	5
	Bulletin Boards	5
	President's Mailbox	5
4	No Strike	5
4 5	Grievance Procedure	5
	Definitions	5 5
	Procedure	5
	General Provisions	7
	Time Limits	7
6	Discharge and Suspension	7
	Procedure	
	Grieving	8
7	Seniority	7 8 8 8 8 8
	Probationary Period	8
	Seniority Date	8
	Loss of Seniority	8
8	Shift Preference	9
8 9	Layoff and Recall	9
0	Definition	9
	Lay Off Procedure	9
	Recall Procedure	9
	Notification to Association	9
10	Promotions and Transfers	9
10	Definition of vacancy	9
	Postings	10
		10
	Temporary Probationary Period	10
30	Transfers With Training	10
	Transfers Without Training	10
	Limitations on Bidding	11
11	Employee Evaluation	11
12	Work Day/Work Week	
	Work Week	11
	Shifts	11
	Lunch Periods	11
	Rest Periods	12
	Temporary Placement	12
13	Overtime	12
	Assignment	12
	Posting	12
	Payment for Overtime	12
	Holiday Overtime	12
	Compensatory Time	13
14	Holidays	13
	Floating Holiday	13
	Absence on Holiday	13
	Payment for Holiday	14
15	Vacations	14

i

	Accrual		14
	Summer Vacation Request		14
	Change of Vacation		14
	Length of Vacation		14
	Pay Advance		14
	Payment for Unused Vacation		14
	Unpaid Vacation Request		15
16	Leaves of Absence		15
10	Family Medical Leave Act		15
	Unpaid Leave		15
	Association Leave		16
	Paid Leave		16
	Jury Leave		16
	Personal Leave		16
	Association Business		16
17			16
17	Funeral Leave		16
18	Sick Leave		16
	Accrual		
	Usage		16
	Payment for Unused Days		17
105	Worker's Compensation		17
19	Insurance		17
	Health		17
	Dental		17
	Term Life		17
	Long Term Disability		18
	Vision		18
	Worker's Compensation Claim	•	18
	Payment of Premium		18
20	Clothing		18
21	Wages		18
22	Conference Committee		19
23	General		19
	Amendments to Agreement		19
	Discrimination		19
	Tuition Payments		20
	Temporary Help		20
	Temporary Work		20
	Reassignment Due to Health		20
	Work Rules		20
	Threat to Health		20
	Annuity		20
	Contract Distribution		20
24	Duration		21
24	Appendix A		22
	1995-96 Salaries		22
			23
	1996-97 Salaries		23
	Shift Premium		23
	Longevity		
	Lead Custodian		24
	Work Time		24
	Responsibilities		24
	Appendix B		25
	Appendix C		27

ii

AGREEMENT BETWEEN THE

KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

KELLOGG COMMUNITY COLLEGE MAINTENANCE ASSOCIATION, MEA/NEA

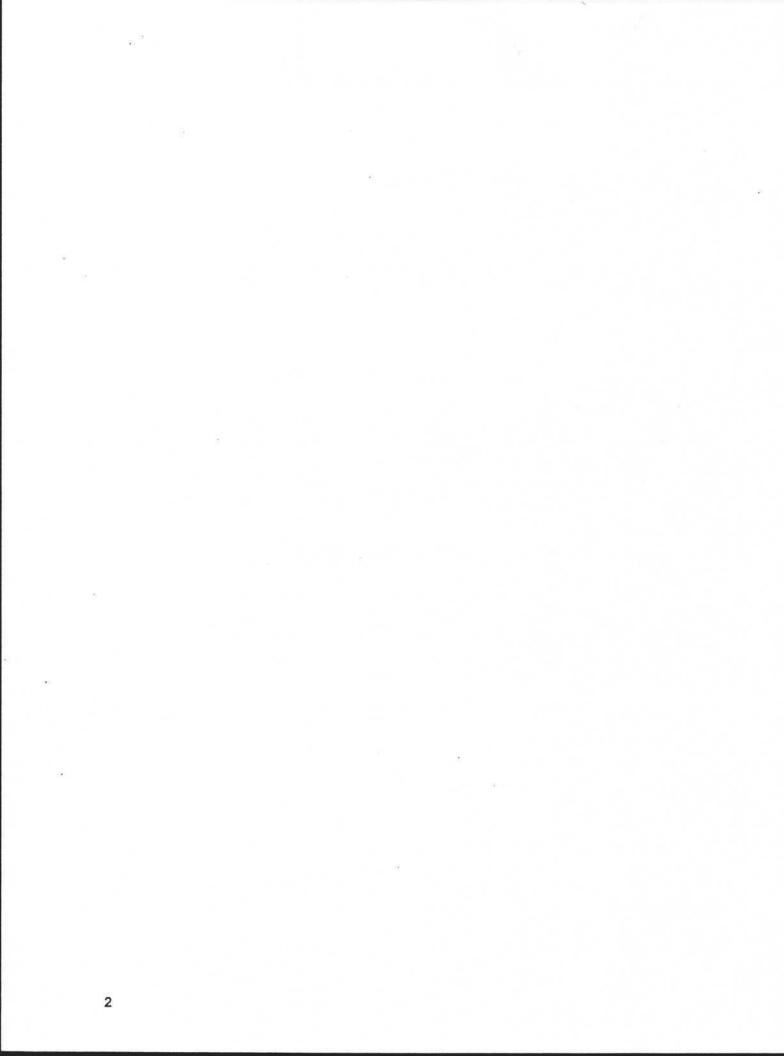
This Agreement entered into this 1st day of July, 1995, between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board," and the Kellogg Community College Maintenance Association, MEA/NEA, hereinafter called "The Association."

WITNESSETH

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interests of the College, the Employees, the Association and the Kellogg Community College District.

The parties recognize that the interests of the Kellogg Community College District and the job security of the employees depend upon the College's success in the establishing of a proper service to the Kellogg Community College District by encouraging economy, efficiency of operation, maintenance of high standards, cleanliness and elimination of waste, protection of school property and safety of employees and students entrusted to its care.

To those ends the College and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.



Article 1 Recognition

- Section 1: Pursuant to and in accordance with the applicable provision of Act 379 of the Michigan Public Acts of 1965, as amended, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time employees designated in the maintenance staff, excluding supervisors and all other employees.
- Section 2: Full-time is defined as working two thousand eighty (2080) hours per year.

Article 2 Board Rights

- Section 1: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and the United States.
- Section 2: The Association recognizes the prerogative of the Board to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority, which the Board has not officially abridged, delegated or modified by this Agreement, are retained by the Board.
- <u>Section 3</u>: The Association recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Board must, within the existing framework of the statutes of the State of Michigan, maintain the buildings and grounds within the Kellogg Community College system as efficiently as possible and at the lowest possible cost consistent with fair labor standards. The Association will encourage the employees within the bargaining unit to individually and collectively perform loyal and efficient work.

Article 3 Association Rights

Section 1: A. Each bargaining unit member shall, as a condition of employment, within thirty (30) days either join the Association or pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

B. Pursuant to <u>Chicago Teachers Union v Hudson</u>, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an

objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Administration the Authorization for Check-off of Dues or Fees Form that authorizes the deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. The forms are available from any Association Officer or the Business Office. The original signed card will then be sent to the Compensation Office and a copy to the Association.

D. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA Financial Services sponsored programs, MESSA programs not fully Board paid, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Board.

E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid academic year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the fee for that given academic year.

F. A Check-off deduction under a properly executed Authorization for Check-off of Dues or Fees Form shall become effective at the time the application is signed by the employee. Deductions of dues shall occur twice during the months of September through June of each year for no more than twenty pay periods. Deductions shall be made in as nearly equal amounts as is possible.

G. All deductions of dues or fees for any calendar month shall be remitted to the designated financial officer of the Association with a list for whom dues or fees have been deducted before the tenth (10) of the following month. The Administration shall notify the Association President of any change in employment status of any member of the bargaining unit.

H. Refunds to an employee will be made by the Association in cases where a deduction is made that duplicates a payment that the employee has made to the Association or where a deduction is not in conformity with the provisions of the Constitution of the Association or terms of this Agreement.

 The Board shall not be liable to the Association by reason of the requirements of the Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

J. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Section of the Agreement.

Section 2: Except as specifically provided for by the terms and provisions of this Agreement, an employee shall not be permitted to engage in Association activity during working hours. The Association shall be authorized to hold meetings on campus if

4

permission is granted at least twenty-four (24) hours in advance by the Administration.

<u>Section 3</u>: A. There will be one Association Representative for each shift, not to exceed three (3) in total. The Grievance Committee Chair will be one of the three (3).

B. The Association Representative, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Administration.

C. The Association shall annually inform the Administration, in writing, of all officers, designated Association Representatives and their alternates or temporary appointments, and Grievance Committee members. The Association shall notify the Administration within fifteen (15) days of any change.

- Section 4: The Administration will provide bulletin boards in the Boiler House and in the Miller Building for the exclusive use of the Association. Such bulletin boards shall contain a statement that materials thereon have been posted by the Association for its members. The Association agrees that nothing will be posted that is obscene or that is intended to defame or libel anyone.
- Section 5: The Association President shall be provided a convenient mailbox in the offices of the College into which all mail directed to him/her shall be regularly placed.

Article 4 No Strike

Neither the Association nor the employees shall instigate, authorize or engage in any strike or other interruption during the term of this Agreement. The Board shall have the right to discharge or otherwise discipline any employee who engages in any of the activities prohibited by this Article.

Article 5 Grievance Procedure

Section 1: A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

B. The term "day" when used in this Article shall mean "workday" unless specified otherwise.

Section 2: A. Step One-Informal

1. The grievant shall orally present the complaint to his/her immediate supervisor within five (5) days of the occurrence of the alleged violation, or knowledge thereof. In any dispute whereby the occurrence of or knowledge thereof became known to the grievant between the hours of 10:00 p.m. and 12:00 midnight on a regular work day, it shall be recognized as occurring after midnight of that work day.

Example: If an incident occurred at 10:30 p.m. on Tuesday, May 5, for purposes of computing the timelines of the grievance procedure, the incident will be considered to have occurred on Wednesday, May 6.

2. The supervisor shall give an oral response to the grievant within five (5) days after hearing the complaint.

B. Step Two-Written

If the grievant is not satisfied with the informal response at Step One, he/she may, within five (5) days of that response, file a formal written grievance with the immediate supervisor. The grievance shall state in writing the following:

- a. The date of occurrence or knowledge thereof;
- b. The facts upon which it is based;
- c. The specific Article(s) and Section(s) of the Agreement which allegedly have been violated; and
- d. The specific relief (remedy) requested. The supervisor or his/her designee shall respond in writing within five (5) days after receipt of the written grievance.

C. Step Three

If the Step Two written response is unsatisfactory to the Association, it may appeal to the President of the College within five (5) days from the receipt of the response. The President or his/her designee shall meet with the Association within five (5) days from the receipt of the appeal. It is the intent of both parties that this meeting will be a good faith effort to arrive at a concise statement of the issue(s) in dispute that is clear and acceptable and to find a fair and equitable resolution of the grievance. Following said meeting, the President or his/her designee shall give a written decision within five (5) days.

D. Step Four

If the Step Three written decision is unsatisfactory to the Association, it may request mediation through the Michigan Employment Relations Commission (MERC) within fifteen (15) days after the receipt of that written decision and notify the Administration accordingly.

E. Step Five

If the results of the Step Four mediation are unsatisfactory to the Association, it may request a meeting with the Board, or its designated Ad Hoc Committee, within five (5) days of the conclusion of mediation. The meeting will be held within twenty-five (25) days from the receipt of the request. Within five (5) days of the conclusion of said meeting with the Board, the Board will provide a written response to the grievance.

F. Step Six

- If the Step Five written response is unsatisfactory to the Association, it may be submitted to arbitration by mutual consent.
- The Board and the Association shall select an arbitrator within seven (7) days after consent has been given. If the parties fail to agree on an arbitrator, then an arbitrator will be selected by the American Arbitration Association in accordance with its rules and regulations.
- The arbitrator shall conduct the arbitration in accordance with the rules and regulations of the American Arbitration Association.

- 4. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
- Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Association.
- Section 3: A. The grievant must be present at each step of the grievance procedure.

B. The grievant shall be entitled to have present an Association Representative at each step of the grievance procedure.

C. No claim for back wages shall exceed the amount of wages the grievant would otherwise have earned at his/her regular rate, unless overtime was involved in the specific grievance.

Section 4: A. Time limits at any step of the grievance procedure may be extended by mutual agreement between the Administration and the Association.

B. In the event the Association does not appeal a grievance from one step to the next step within the time limits specified, the grievance shall be considered as being settled on the basis of the College's last response.

C. In the event the College fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be advanced to the next step of the grievance procedure. However, nothing contained herein shall be construed to automatically advance a grievance to the Step Five Board meeting or to the Step Six Arbitration hearing.

Article 6 Discharge and Suspension

Section 1: With the exception of misconduct, a non-probationary employee whose employment is terminated will normally have been through the following steps. The employee, at his/her option, may be accompanied by an Association Representative at each of the steps.

Step One

A discussion will be held in a private setting by the Director of Buildings and Grounds, or his/her designee, when the situation warrants it. The fact that the discussion has been held will be noted in the employee's personnel file.

Step Two

If there is little or no improvement after the discussion, the next step is a written reprimand. A reprimand will be completed by the Director of Buildings and Grounds in the employee's presence. The employee may read and discuss the reprimand and comment in writing.

Step Three

After Step Two, if there is no marked improvement, the employee may be suspended for up to five (5) consecutive work days. The written record of the suspension shall be completed by the Director of Buildings and Grounds and the Personnel Administrator.

Step Four

If problems persist, the employee will be eligible for termination. The reasons for termination will be given in writing as soon as practicable, and the employee will have a right to a hearing with the Vice President for Administration and Finance or his/her designee.

Steps One, Two, Three, and Four will be followed consecutively if the incidents requiring these steps fall within a span of one (1) year. If, however, there is a lapse of one (1) year or more between any of the steps, the last step taken will be repeated. If two (2) years have passed after any step, the procedure will begin again with Step One.

Section 2: Should the discharged, suspended, or disciplined employee consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the Association Representative within five (5) regularly scheduled work days of the discharge, suspension, or discipline pursuant to Step Three of the grievance procedure.

Article 7 Seniority

- Section 1: A new employee hired into the unit shall be considered as a probationary employee for the first ninety (90) calendar days of employment. Upon completion of the probationary period, the employee's name shall be entered on the seniority list with seniority from the initial date of hire. Part-time or temporary service, if immediately prior to being hired on a full-time or regular basis, shall count on a pro rata basis for purposes of fulfilling the ninety (90) day probationary period and shall likewise count for seniority purposes.
- Section 2: There shall be no seniority among probationary employees.
- Section 3: If two (2) or more employees have the same seniority date, seniority shall be determined by lot.
- <u>Section 4</u>: A probationary employee may be terminated for any reason without access to the grievance procedure.
- Section 5: The Administration will keep a seniority list up-to-date at all times and will provide the Association President with three (3) up-to-date copies at least every six (6) months. The seniority list will show the names and dates of hire.
- Section 6: An employee shall loose his/her seniority for the following reasons:
 - 1. He/She quits or retires.
 - Through discipline or discharge which is not reversed through the grievance procedure.
 - He/She is absent from work without good reason for more than two (2) work days without notification to the Administration.
 - He/She fails to report for work within five (5) work days after being notified by certified mail, at his/her last know address, to report for work after layoff.
 - He/She is absent from work due to layoff for a period of more than two (2) years.

8

- 6. He/She fails to report for work at the termination of a leave of absence, vacation, or extension thereof without good reason.
- For the purpose of this subsection "without good reason" means that an unforeseen circumstance that makes the required notification in 3. above or reporting for work in 6. above impossible.

Article 8 Shift Preference

- Section 1: Shift preference shall be granted on the basis of seniority. It is understood that the employee being displaced must be the least senior employee in the classification.
- Section 2: Shift preference shall be exercised only once in any twelve (12) month period. An exception may be made by a decision of the Conference Committee.
- Section 3: An employee wishing to exercise a shift preference shall apply for it, in writing, to the Director of Buildings and Grounds.

Article 9 Layoff and Recall

- Section 1: The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.
- Section 2: If it becomes necessary for a layoff, the following shall apply:
 - 1. Temporary employees shall be laid off first followed by probationary employees.
 - Non-probationary employees shall be laid off in reverse order of seniority. An
 exception shall be if an employee with greater seniority is not capable of
 performing the duties of the position, after normal instruction, in a twenty (20)
 work day trial period.
- <u>Section 3</u>: An employee to be laid off for an indefinite period of time shall have at least ten (10) calendar days written notice of the layoff.
- <u>Section 4</u>: When the work force is to be increased after a layoff, an employee(s) shall be recalled in the reverse order of layoff, provided the employee(s) recalled is able to perform the available work.
- <u>Section 5</u>: A notice of recall may be made by a telephone call to the telephone number the employee gives to the Personnel Office or by certified mail to the employee's address that is on file with the Personnel Office.
- <u>Section 6</u>: The Association President shall receive, from the Administration, a list of the employee(s) being laid off on the same date the notices are issued to the employee(s).

Article 10 Promotions and Transfers ...

<u>Section 1</u>: A vacancy is a position in the bargaining unit from which an employee resigns, transfers, retires, or is terminated and which the Board maintains as an active position within the work force or is newly created.

- Section 2: Notice of all vacancies shall be posted in a conspicuous place on the Association bulletin board in the boiler house for five (5) work days. If the next senior, qualified person is not available because of vacation or other authorized absence, said posting may be extended until such time as that employee can be notified. In no case shall the vacancy be posted for more than eleven (11) work days.
- Section 3: A. 1. The senior, qualified employee applying for a position outside his/her classification shall be given a thirty (30) working day probationary period to determine his/her ability to perform the job.

2. In the event the applicant's performance is not acceptable, he/she shall be returned to the previous classification and shift. The reason(s) for returning the employee to the previous position shall be given the employee in writing. Should the employee choose, he/she may appeal the decision through a Conference Committee meeting. If the results of such a meeting are not satisfactory to the employee, the employee may file a grievance on the issue at the Third Step of the grievance procedure.

3. At any time during the thirty (30) working day probationary period, the employee shall have the right to return to his/her former classification and shift. If an employee voluntarily returns to his/her former position, he/she may not bid on another position outside of the classification for a period of six (6) calendar months.

B. 1. The senior employee applying for a position in the Maintenance or Heating, Ventilating and Air Conditioning (HVAC) classifications who provides proof of competency through testing by the Director of Industrial Trades or competency in the areas of electrical, plumbing, industrial welding, industrial millwright and HVAC shall be awarded the position. A thirty (30) day probationary period shall be provided to determine if the employee has the ability to perform the job.

2. If no applicant has the necessary experience and/or training for the position, the successful applicant for the vacancy shall complete a prescribed program of training within the following time frame:

- a. Within two (2) years if placed into a Maintenance classification position.
- b. Within three (3) years if placed into a HVAC classification position.

3. In the event an employee who is placed into a position by application of 2. above fails to complete the prescribed program of training within the appropriate time frame, he/she shall be returned to the previously held position within the unit.

- C. An employee holding a temporary position or returning to his/her former classification after having been transferred to a temporary position shall not be affected by the six (6) month time restraints.
- D. Transfers from one salary classification to another shall be to the same step number.
- <u>Section 4</u>: A. In the event that a vacancy arises for which there is no qualified seniority applicant from within the bargaining unit, the applicants will be interviewed by the Administration and the final decision as to who should be hired will be made by the Administration.

10

B. The Board can place new hires at any step based upon previous work experience. Notification of step placement will be given to the Association President at the end of the employee's probationary period.

- Section 5: An employee making a successful bid on a position within his/her classification or on a position within a lower classification shall hold that position for six (6) calendar months before being eligible to bid on any newly created position or vacancy in his/her classification. An exception to this six (6) month limitation is if a vacancy or newly created position is posted in a higher classification than was previously held recognizing that shift differentials are not considered as different classifications. (Classification is determined by those classifications listed in Appendix A, Section 1.)
- <u>Section 6</u>: If an employee transfers to a non-bargaining unit position within the College, the employee's accumulated seniority shall remain credited to him/her. If the employee returns to a position within the bargaining unit, he/she will begin accumulating seniority again.

Article 11 Employee Evaluation

- Section 1: An employee shall be observed and evaluated on the basis of the provisions in his/her job description as follows:
 - Each probationary employee shall be evaluated at least once during the probationary period.
 - 2. Each employee shall be evaluated annually during the month of June except for the calendar year in which the employee is hired.
- <u>Section 2</u>: An employee evaluated as unsatisfactory will be advised by his/her evaluator specifically what the deficiencies are, the specific ways in which the employee is expected to improve and a reasonable timeline in which to achieve those improvements. Such information shall be noted on the evaluation form.
- Section 3: The Performance Appraisal Form shall be the instrument used for an evaluation.

Article 12 Work Day/Work Week

- Section 1: The work week shall consist of five (5) days. In order to staff the designated buildings efficiently and economically, the normal work week for first and second shift employees will be Monday through Friday. The normal work week for third shift employees will be Sunday through Thursday.
- Section 2: A regularly scheduled work week shall not exceed forty (40) hours.
- Section 3: The first shift starts on or after 4:00 a.m. and before 11:00 a.m. The second shift starts on or after 11:00 a.m. and before 7:00 p.m. The third shift starts on or after 7:00 p.m. and before 4:00 a.m. It is understood that no employee's shift will be split to avoid the payment of overtime.
- <u>Section 4</u>: The regular full work day for an employee shall consist of eight (8) hours per day with twenty (20) minutes off for lunch. The lunch period shall be included in the eight (8) hour work day. It is understood that an employee is subject to call during his/her lunch period.

- Section 5: An employee may take a rest period of fifteen (15) minutes during the first half and during the second half of his/her regular shift. The first rest period will be taken after completing not less than two (2) hours of work, unless approved in advance by the supervisor. Rest periods are not to interfere with work of an emergency nature.
- <u>Section 6</u>: The Administration has the right to temporarily place an employee on any shift after a three (3) day notice. Such temporary placement shall not exceed five (5) consecutive work days.

Article 13 Overtime

- Section 1: The Administration reserves the right to assign overtime as it determines necessary when there is insufficient time to comply with the overtime procedure noted in Section 2.
- Section 2: The following shall apply to the posting of overtime for all employees covered by this Agreement:
 - A separate bulletin board shall be installed in the Boiler House to be used exclusively for the posting of overtime.
 - In lieu of posting, all employees in the "Utility" classification shall be notified of any overtime within the classification that has been refused by the employee who normally performs the work.
 - Overtime shall be offered first on a seniority basis to the bargaining unit members within the classification to which the work pertains. If no employee within the classification accepts the overtime, it shall be offered to all other employees on a seniority basis.
 - The overtime posting shall remain "active" for a period of twenty-four (24) hours from the initial placement on the bulletin board. The deadline shall be so stated on the posting.
 - Each employee shall indicate his/her acceptance or refusal of the overtime offering by placing his/her initials in the appropriate column next to the employee's name.
 - An individual who knowingly places another person's initials on the overtime posting shall be subject to immediate termination of employment.
- Section 3: Overtime shall be paid for all hours over eight (8) hours per work day and/or forty (40) hours per work week.
- <u>Section 4</u>: Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate except that Sunday overtime shall be paid at two (2) times the regular rate. For third shift employees, Saturday overtime will be paid at two (2) times the regular rate.
- Section 5: All time worked on a holiday, as listed and allowed on the College calendar, shall be paid at the appropriate overtime rate, as specified in Section 4, in addition to the appropriate holiday pay.
- <u>Section 6</u>: In computing the work week, a paid holiday, as defined in Article 14, and any other day off that is allowed on the Maintenance calendar shall be considered as an eight (8) hour work day.

- Section 7: An employee shall elect either compensatory time or pay for any overtime worked. Any compensatory time so accrued must be used within one hundred eighty (180) calendar days or the employee will be paid the appropriate amount of overtime pay.
- <u>Section 8</u>: If an employee is called in for emergency duty by the Administration, the employee shall receive a minimum of two (2) hours pay regardless of the actual time worked.

Article 14 Holidays

Section 1: The following days will be recognized as paid holidays:

1995-96

Independence Day	July 4, 1995
Labor Day	September 4, 1995
Thanksgiving Day	November 23, 1995
Day after Thanksgiving	November 24, 1995
Christmas	December 25, 1995
Day after Christmas	December 26, 1995
New Year's Day	January 1, 1996
Day after New Year's Day	January 2, 1996
Friday before Easter	April 5, 1996
Memorial Day	May 27, 1996

1996-97

ptember 2, 1996
4000
ovember 28, 1996
ovember 29, 1996
ecember 24, 1996
ecember 25, 1996
ecember 31, 1996
nuary 1, 1997
arch 28, 1997
ay 26, 1997

- <u>Section 2</u>: In addition to the above holidays, each employee shall be allowed one (1) floating holiday each year. The floating holiday is to be scheduled at the employee's discretion with at least a twenty-four (24) hour notice to the Administration. Said holiday shall be scheduled between July 1 and June 30.
- <u>Section 3</u>: If one of the above scheduled holidays falls on a day that the faculty and students are in session, it will be transferred to another mutually agreed upon day. The total number of eleven (11) paid holidays will not be affected by any change of a paid holiday to another day.
- Section 4: If an observed holiday occurs during an employee's scheduled vacation, the holiday will not be considered as a vacation day, and the vacation will be extended one (1) day continuous with the vacation.
- <u>Section 5</u>: If an employee is absent on an observed holiday due to an approved paid leave, the day of the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

<u>Section 6</u>: To be eligible to receive holiday pay, an employee must work the day preceding and the day following the holiday unless the holiday occurs during the employee's vacation period or the employee has received written permission from the Administration to miss all or part of the hours which he/she was scheduled to work on such day(s).

Article 15 Vacations

- <u>Section 1</u>: A bargaining unit employee shall earn credit towards paid vacation in accordance with the following schedule:
 - Vacation days shall accumulate at the rate of five-sixths (5/6) days per month of employment from the date of initial employment through the sixth (6th) anniversary date. [A total of ten (10) days per year.]
 - Vacation days shall accumulate at the rate of one and one-quarter (1 1/4) days per month of employment from the sixth (6th) anniversary date through the twelfth (12th) anniversary date. [A total of fifteen (15) days per year.]
 - Vacation days shall accumulate at the rate of one and two-thirds (1 2/3) days per month of employment from the twelfth (12th) anniversary date. [A total of twenty (20) days per year.]
- Section 2: A vacation request must be submitted and approved in advance. A request for a summer vacation, considered to be from the end of the spring semester until the week prior to the beginning of the fall semester, must be submitted on or before May 1 to receive consideration. In case of a conflict, priority of a vacation shall be determined by seniority.
- <u>Section 3</u>: An approved vacation shall be strictly adhered to and may be changed only by a letter requesting same at least two (2) weeks in advance of the scheduled vacation period. An employee shall be allowed only one (1) vacation change. In the event of personal illness or illness in the immediate family, a request to change shall be given special consideration.
- <u>Section 4</u>: Vacations will be taken in a period of consecutive days, except vacations may be split into one (1) or more weeks. All vacation days earned in one (1) year must be used by the end of the next year. Requests for non-consecutive vacation days will be considered after the above scheduling procedure has been completed.
- <u>Section 5</u>: A vacation may not be waived by an employee and extra pay received for working during that period.
- <u>Section 6</u>: An employee entitled to and requesting two (2) or more weeks of vacation may receive a payroll advance approximately equal to his/her regular check. A written request must be received by the Compensation Office by the Friday prior to the next scheduled pay date preceding the vacation.
- <u>Section 7</u>: In case an employee resigns and gives two (2) weeks' notice, he/she will be given his/her unused vacation credit. In case of the death of an employee, the unused vacation credit will be paid to the spouse or family of the deceased employee.
- Section 8: An employee shall be paid at his/her current wage rate while on vacation and will receive benefits provided for in this Agreement during such time.

- Section 9: An employee retiring will be expected to date his/her retirement so that he/she will have used his/her full vacation allowance prior to the effective retirement date.
- Section 10: Upon request, but not later than thirty (30) calendar days prior to the scheduled vacation, an employee may be granted up to a five (5) day unpaid vacation period to begin immediately preceding or immediately following a paid vacation period. This provision may be utilized once during each contract year. In the case of multiple requests, the Administration has no obligation to schedule more than ten percent (10%) of the staff using this benefit at any one time. In cases of multiple requests, the Administration shall make the determination as to the scheduling of the employees.

Article 16 Leaves of Absence

Section 1: A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.

B. For persons not qualifying under Section A. above, or in addition to the above referenced leaves, unpaid leaves of absence may be granted for a length equal to the accumulated seniority of the requesting employee but not to exceed one (1) year for the following:

- Service in a government agency, state or nationally recognized professional organization, or state or nationally recognized labor organization which the employee has been formally designated to represent.
- 2. Maternity leave to a female employee because of pregnancy shall be granted. The Administration reserves the right to request a physician's certification that the employee is physically capable of performing the duties to which the employee is assigned until the time of leave and upon return from leave. Accumulated sick leave and vacation days may be used at the discretion of the employee.
- Personal illness, physical or mental, that is certified by an attending licensed physician. This leave of absence shall not exceed two (2) consecutive years in any five (5) year period.
- 4. Prolonged illness in the immediate family. Immediate family for this leave is defined to be spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making his/her home in the employee's household. Upon request of an employee, the Administration may grant a leave even though the person who is ill is not within the employee's immediate family. The employee is expected to provide the Administration with a complete written explanation of need.

C. A request for an unpaid leave shall be submitted to the Shift Supervisor and then forwarded to the Chief Business Officer or his/her designee who will reply in writing within five (5) work days.

D. Leaves may be extended by the Administration for up to one (1) year.

E. Upon termination of the leave, the employee shall be reinstated. If no position is available within the returning employee's classification, the employee with the lowest seniority in that classification shall be reclassified or laid off.

- Section 2: Upon application, an unpaid leave of absence shall be granted Association members to attend Association function(s) such as conferences or conventions. Up to two (2) Association members per each one hundred (100) members, or a portion thereof, will be allowed the time off at any one time. The total number of days granted shall not exceed fifteen (15) work days annually.
- Section 3: Authorized leaves of absence with pay will be granted for the following:
 - Serving as a juror. An employee who serves as a juror shall be paid the difference between his/her regular pay and his/her pay for jury duty.
 - 2. Personal leave for circumstances that are of a personal or emergency nature. Appropriate advanced written notification shall be provided to the employee's immediate supervisor(s) unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify his/her immediate supervisor by telephone. Upon returning to work the employee shall complete and forward to his/her immediate supervisor the written notification on the appropriate form. Each employee shall be allowed one (1) day per every four (4) months for this purpose.
 - Association business. Upon notification to the Administration by the Association President, or his/her designee, an Association representative(s) will be allowed to attend to Association business. It is understood that a total of two (2) days per year shall be allowed for this purpose.

Article 17 Funeral Leave

- Section 1: In the event of the death of a spouse, child, step-child, child-in-law, parent, parent-inlaw, grandchild, sibling, or sibling-in-law, the employee shall be granted three (3) days of leave, with pay, which shall not be charged to his/her sick leave.
- Section 2: In the event of the death of a grandparent, aunt, uncle, niece, or nephew, the employee shall be granted one (1) day of leave, with pay, which shall not be charged to his/her sick leave.
- <u>Section 3</u>: An employee who wishes to attend the funeral of a fellow employee or a retired employee or who will serve as a pallbearer at the funeral of a fellow employee or a retired employee will be paid during the time the employee must be off the job. The number of employees allowed to attend any such funeral under this section shall be determined by the Administration.
- Section 4: In case of unusual circumstances, an employee may request from the President or his/her designee additional leave with pay.

Article 18 Sick Leave

- Section 1: Each employee covered by this Agreement shall be allowed one (1) day of sick leave allowance for each full calendar month that the employee receives pay. Unused sick leave allowance shall accumulate to a maximum of two hundred (200) days and be designated "accumulated sick leave allowance."
- Section 2: A. Sick leave shall be available for use by an employee for the following purposes:
 - 1. Personal illness or quarantine

 Serious illness or serious injury in the immediate family. Immediate family for the purposes of this section shall be defined as spouse or child living in the same household.

B. If an employee is absent for three (3) or more consecutive work days, the Administration may ask for a physician's statement. If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery may be required.

- <u>Section 3</u>: While on sick leave, an employee shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.
- Section 4: An employee who is recalled from a layoff shall have available any unused accumulated sick leave earned prior to being placed on layoff.
- Section 5: An employee who separates from the College for retirement purposes in accordance with the provisions of the Michigan Public Schools Employee Retirement System shall be paid for up to ninety (90) days of his/her unused accumulated sick leave. All payments for sick leave shall be made at the employee's current rate of pay based on his/her regular work day. An employee must have been an employee of Kellogg Community College for ten (10) consecutive years in order to be eligible for this benefit.
- <u>Section 6</u>: An employee who is absent due to an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall receive from the College the difference between what he/she would have received in regular salary for the duration of such necessary absence with no subtraction from accumulated sick leave.

Article 19 Insurance

Section 1: A. The Board will provide MESSA SuperCare I for each employee and dependent coverage for his/her immediate family (spouse and dependent children under age 25) from the initial date of employment.

B. It shall be the responsibility of the employee to inform the Compensation Office of any and all changes in his/her insurance coverage.

C. Insurance coverage shall be for the full calendar year except for the employee who leaves employment by the College for reasons other than retirement.

D. In lieu of health insurance coverage, an employee may elect to receive a dollar amount equal to the annual single subscriber cost of the health insurance stated in A. above.

E. An open enrollment period shall be provided each year. Once a change has been submitted, it cannot be revoked until the next open enrollment period.

- Section 2: The Board will continue to provide MESSA/Delta Dental coverage to each employee.
- <u>Section 3</u>: The Board will provide for each employee group term life insurance coverage with a face value equal to one hundred percent (100%) of the employee's annual salary. Said group term life insurance coverage will provide double benefits in case of accidental death or dismemberment.

- Section 4: The Board will provide, without cost to the employee, a long term disability insurance plan which shall include the following:
 - Sixty percent (60%) of monthly earnings to a maximum of \$3,000 per month;
 - 2. Ninety (90) calendar days waiting period for benefits; and
 - 3. Coverage shall not extend beyond age sixty-five (65).
- Section 5: The Board will provide each employee MESSA VSP-3 (Vision Services Plan-3).
- <u>Section 6</u>: Any employee who is injured in the line of duty shall report the accident to the Business Office. The Business Office will notify the insurance company which carries the Worker's Compensation Policy covering medical, hospital and surgical benefits as prescribed by law.
- Section 7: The Board shall pay one hundred percent (100%) of the MESSA PAK premium during 1995-96.

During 1996-97, the Board shall pay MESSA PAK premium increases up to one hundred eighteen percent (118%) of the premium for the previous contractual year with the excess paid by the employee.

Article 20 Clothing

Section 1: A. Each employee will be required to wear a uniform at all times while on duty. Each year the Board will furnish four (4) sets of uniforms, pants and shirts, to each employee. Approved substitutions of alternative uniform items within the authorized budget shall be allowed. Maintenance of the uniforms will be the responsibility of the employee.

B. If an employee's uniform is damaged, the employer shall replace the damaged uniform when it is presented to the supervisor and accompanied with an incident report. The employee shall present the damaged uniform at the end of the shift during which the damage occurred or as soon as possible thereafter if the damage is not detected until after the completion of the shift.

<u>Section 2</u>: If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective items shall be furnished to the employee by the Board. The cost of maintaining the protective clothing in proper working condition, including tailoring, dry cleaning and laundering, shall be paid by the Board.

Article 21 Wages

- Section 1: The wages for the classifications covered by this Agreement are set forth in Appendix A.
- Section 2: When a new position is created in the bargaining unit and cannot be properly placed in an existing classification, the Administration shall notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the rate is proper, it may notify the Administration within thirty (30) days of the desire to negotiate over the rate. Such negotiations will begin at a mutually agreeable time within three (3) weeks.

Article 22 Conference Committee

- Section 1: A Conference Committee is created for the purposes of conferring on matters pertaining to the overall operation of the bargaining unit staff; keeping both parties informed of changed and new developments; keeping the staff of the departments operating at peak efficiency; and addressing potential problems in an effort to keep such matters from becoming major in scope.
- <u>Section 2</u>: The Committee shall consist of three (3) members designated by the College President and three (3) members designated by the Association President. Either party may designate an additional representative.
- <u>Section 3</u>: Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request. Unless otherwise mutually agreed upon, matters taken up at the Conference shall be limited to those items on the agenda.
- <u>Section 4</u>: A meeting of the Conference Committee shall be held at a time and place that is mutually agreed upon between the hours of 7:00 a.m. and 11:00 p.m., Monday through Friday. Members of the Association shall not lose time or pay for the time spent in such meeting.
- <u>Section 5</u>: When requested by the Association President, the Administration will provide an area on the College property for a pre-conference meeting to be held fifteen (15) minutes before the scheduled conference.
- <u>Section 6</u>: It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Association or of any employee provided under the Grievance Procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem, the time limitations for filing grievances on the matter are suspended.
- <u>Section 7</u>: The details of any resolution of a problem situation agreed upon by the parties shall be reduced to writing and the understanding initialed by the parties.
- <u>Section 8</u>: Recognizing that the purposes of the Committee can best be accomplished through frequent, open and frank communication between key administrators of the College and leaders in the Association, the parties will attempt to convene the Committee at least once per month, to the extent possible and practicable, even though there may be no perceived problem requiring attention.

Article 23 General

- Section 1: This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- Section 2: It is agreed that during the course of this Agreement the parties may, by mutual consent, agree to amend or modify any section of this Agreement.
- Section 3: Neither the employer nor the Association shall discriminate against any person on the basis of sex, creed, religion, color, national origin, veteran status, or physical or mental disability in violation of any applicable federal, state or local law or

regulation. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the know physical or mental impairments of an otherwise qualified individual with a disability. Furthermore, neither the employer nor the Association discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.

- <u>Section 4</u>: Each employee, employee's spouse and unmarried dependent children, as defined by the Internal Revenue Service, shall be granted tuition-free entrance to any Kellogg Community College sponsored class. Standard registration procedures are to be followed.
- <u>Section 5</u>: The Administration shall be allowed to secure temporary help as needed for the express purpose of replacing maintenance personnel that are on sick leave or vacation. The period of employment for said help will not exceed sixty (60) consecutive work days. Furthermore, the Administration shall be allowed to secure supplemental help as is needed. It is understood that supplemental help will not replace a regular full-time maintenance employee.
- <u>Section 6</u>: Any employee, if asked to do work other than his/her regular work, is expected to help until such work is done. Said work can include removing snow, transporting furniture, etc. In an emergency, any employee shall work overtime, if asked and if it is within reason.
- <u>Section 7</u>: An employee, who is under normal retirement age, who has given long and faithful service and who, due to advanced age or health impairment, is unable to perform his/her regular duties shall be given such other type of work as is available and as he/she is capable of performing.
- Section 8: A. The Administration has the right to promulgate and uniformly enforce work rules that do not conflict with or modify the existing Agreement.

B. All work rules shall be published, distributed to each employee and posted on bulletin boards provided for that purpose. Supervisors will hand deliver a copy to each employee on his/her shift.

C. New work rules must be approved by the Chief Business Officer and be given to the Association through its Association President at least ten (10) work days prior to the effective date of the work rule being established.

- <u>Section 9</u>: In the event of an emergency on campus which, in the opinion of an employee, may pose a threat to the employee's health or physical safety, he/she will be expected to perform only those tasks which are consistent with his/her knowledge and training and with the exercise of prudence and good judgment.
- Section 10: The Board will make available, through payroll deduction, tax deferred annuity programs.
- Section 11: Copies of the Agreement shall be reproduced at the expense of the Board and distributed to each current employee. Upon employment, each new employee shall be provided a copy of the current Agreement. The Board shall provide the Association with fifteen (15) copies for its use.

Article 24 Duration

This Agreement shall be effective on the first day of July 1995, and shall remain in full force and effect until the 30th day of June, 1997. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date designated in this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Battle Creek, Michigan on the _____ day of _____, 1995.

KELLOGG COMMUNITY COLLEGE MAINTENANCE ASSOCIATION

M. Arthur Clark

President

BOARD OF TRUSTEES

KELLOGG COMMUNITY COLLEGE

Donald Thomason Chairman

Karilyn Frederick

Chief Negotiator

Philip R. Carey

Chief Negotiator

Appendix A

Section 1:	The salaries	for members	of the ban	gaining unit	are listed below.
------------	--------------	-------------	------------	--------------	-------------------

Α.

1995-96

	House K	eeping	Custo	odian	Lead Cu	stodian
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$17,085	\$8.21	\$19,154	\$9.21	\$20,494	\$9.85
Step 2	\$17,856	\$8.58	\$20,065	\$9.65	\$21,342	\$10.26
Step 3	\$18,628	\$8.96	\$20,976	\$10.08	\$22,190	\$10.67
Step 4	\$19,399	\$9.33	\$21,889	\$10.52	\$23,038	\$11.08
Step 5	\$20,170	\$9.70	\$22,800	\$10.96	\$23,886	\$11.48
Step 6	\$20,943	\$10.07	\$23,712	\$11.40	\$24,734	\$11.89
Step 7	\$21,714	\$10.44	\$24,623	\$11.84	\$25,582	\$12.30
Step 8	\$22,487	\$10.81	\$25,537	\$12.28	\$26,432	\$12.71
Step 9	\$23,257	\$11.18	\$26,447	\$12.71	\$27,281	\$13.12
Step 10	\$24,029	\$11.55	\$27,359	\$13.15	\$28,127	\$13.52
	Grou	nds	Uti	lity	Mainte	nance
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$20,845	\$10.02	\$21,462	\$10.32	\$22,343	\$10.74
Step 2	\$21,779	\$10.47	\$22,377	\$10.76	\$23,299	\$11.20
Step 3	\$22,712	\$10.92	\$23,290	\$11.20	\$24,254	\$11.66
Step 4	\$23,646	\$11.37	\$24,204	\$11.64	\$25,209	\$12.12
Step 5	\$24,579	\$11.82	\$25,118	\$12.08	\$26,166	\$12.58
Step 6	\$25,512	\$12.27	\$26,031	\$12.51	\$27,122	\$13.04
Step 7	\$26,444	\$12.71	\$26,945	\$12.95	\$28,078	\$13.50
Step 8	\$27,378	\$13.16	\$27,859	\$13.39	\$29,034	\$13.96
Step 9	\$28,311	\$13.61	\$28,773	\$13.83	\$29,989	\$14.42
Step 10	\$29,245	\$14.06	\$29,687	\$14.27	\$30,945	\$14.88

	HVAC		
	Annual	Hourly	
Step 1	\$23,276	\$11.19	
Step 2	\$24,305	\$11.69	
Step 3	\$25,332	\$12.18	
Step 4	\$26,360	\$12.67	
Step 5	\$27,388	\$13.17	
Step 6	\$28,416	\$13.66	
Step 7	\$29,444	\$14.16	
Step 8	\$30,472	\$14.65	
Step 9	\$31,498	\$15.14	
Step 10	\$32,528	\$15.64	

Β.

1996-97

		House	Keeping	Custo	odian	Lead Cu	ustodian
		Annual	Hourly	Annual	Hourly	Annual	Hourly
	Step 1	\$17,598	\$8.46	\$19,729	\$9.49	\$21,109	\$10.15
	Step 2	\$18,392	\$8.84	\$20,667	\$9.94	\$21,982	\$10.57
	Step 3	\$19,187	\$9.22	\$21,605	\$10.39	\$22,856	\$10.99
	Step 4	\$19,981	\$9.61	\$22,546	\$10.84	\$23,729	\$11.41
	Step 5	\$20,775	\$9.99	\$23,484	\$11.29	\$24,603	\$11.83
	Step 6	\$21,571	\$10.37	\$24,423	\$11.74	\$25,476	\$12.25
	Step 7	\$22,365	\$10.75	\$25,362	\$12.19	\$26,349	\$12.67
	Step 8	\$23,162	\$11.14	\$26,303	\$12.65	\$27,225	\$13.09
	Step 9	\$23,955	\$11.52	\$27,240	\$13.10	\$28,099	\$13.51
	Step 10	\$24,750	\$11.90	\$28,180	\$13.55	\$28,971	\$13.93
		Gro	unds	Uti	lity	Mainte	nance
		Annual	Hourly	Annual	Hourly	Annual	Hourly
	Step 1	\$21,470	\$10.32	\$22,106	\$10.63	\$23,013	\$11.06
	Step 2	\$22,432	\$10.78	\$23,048	\$11.08	\$23,998	\$11.54
	Step 3	\$23,393	\$11.25	\$23,989	\$11.53	\$24,982	\$12.01
	Step 4	\$24,355	\$11.71	\$24,930	\$11.99	\$25,965	\$12.48
	Step 5	\$25,316	\$12.17	\$25,872	\$12.44	\$26,951	\$12.96
	Step 6	\$26,277	\$12.63	\$26,812	\$12.89	\$27,936	\$13.43
	Step 7	\$27,237	\$13.09	\$27,753	\$13.34	\$28,920	\$13.90
	Step 8	\$28,199	\$13.56	\$28,695	\$13.80	\$29,905	\$14.38
	Step 9	\$29,160	\$14.02	\$29,636	\$14.25	\$30,889	\$14.85
	Step 10	\$30,122	\$14.48	\$30,578	\$14.70	\$31,873	\$15.32
-		H\	/AC				
		Annual	Hourly				
	Step 1	\$23,974	\$11.53				
	Step 2	\$25,034	\$12.04				
	Step 3	\$26,092	\$12.54				
	Step 4	\$27,151	\$13.05				
	Step 5	\$28,210	\$13.55				
	Step 6	\$29,268	\$14.07				
	Step 7	\$30,327	\$14.58				
	Step 8	\$31,386	\$15.09				
	Step 9	\$32,443	\$15.60				
	Step 10	\$33,504	\$16.11				
Section 2:	Shift Premi	um	<u>1995-96</u>	<u>199</u>	6-97		
	First Sh		\$ 0.00		0.00		
	Second		0.28).29		
	Third S	nift	0.39	C).40		

<u>Section 3</u>: The Board recognizes long and faithful service and the value of skill, knowledge and judgment gained through the years of service. Each employee will be awarded additional compensation for completion of the years of service during the contract year as specified in the schedule. The compensation will be payable annually by December 1st for the current contract year.

Years of Service	<u>1995-96</u>	<u>1996-97</u>
at least ten (10) years but less than fifteen (15) years	\$ 332	\$ 342
at least fifteen (15) years but less than twenty (20) years	440	453
at least twenty (20) years	544	560

<u>Section 4</u>: A. In the event the position of "Lead Custodian" shall become vacant, said position shall be posted on the bulletin board for a period of seven (7) calendar days. Applicants for the position shall be reviewed by the Vice President for Administration and Finance and the Director of Buildings and Grounds.

B. The selection of the "Lead Custodian" shall be made at the discretion of the Board upon the recommendation of the Vice President for Administration and Finance and the Director of Buildings and Grounds.

C. The "Lead Custodian" shall work the third shift and be guaranteed overtime for one (1) hour per day while employed as the "Lead Custodian" including paid time off. He/She shall report to work thirty (30) minutes prior to the start of the shift and shall remain for thirty (30) minutes, or as needed, at the conclusion of the shift to discuss matters of mutual concern with the Director of Buildings and Grounds.

D. The "Lead Custodian" will not have responsibility for the following regarding fulltime bargaining unit members:

- 1. hiring and firing
- disciplinary action(s)
- 3. evaluation of job performance

E. The "Lead Custodian" shall have responsibility for coordinating the work schedules of the custodial staff on the third shift. These responsibilities shall include, but shall not be limited to, the following:

- 1. "Call-in" of a temporary employee(s) for a vacancy created by an absence such as sick leave, personal leave, vacation, etc.
- 2. Training, supervising and evaluating a temporary employee(s).
- Determination of the equipment and supply needs of the custodians on the third shift.
- 4. Maintenance of a daily "log" of activities for the third shift employees.
- 5. Maintenance of attendance reports for all third shift employees.
- 6. Coordination of assigned tasks for jobs involving two (2) or more employees.
- 7. Reporting incidents of misuse of time, equipment, materials or facilities.

Appendix B

Academic Calendar 1995-96/1996-97

Date(s)

August 17, 18, 21 August 22 August 23, 24 August 25 August 28 September 4 September 5 September 8 September 11 September 11 October 23 November 23, 24, 25 December 14 December 14 December 16 December 20 December 22 January 8 January 9, 10, 11 January 12 January 15 January 16 **January 26** January 29 January 29 March 11 April 1-6 April 8 April 12 May 4 May 9 May 9 May 13 May 15 May 16

Fall Semester 1995

New Faculty Orientation Faculty Returns/General Session Faculty Preparation for Semester Departmental Meetings/Faculty Prep for Semester On-Campus Day/Evening Classes Begin Labor Day Holiday On-Campus Day/Evening Classes Resume Weekend Classes Begin (Friday Evening) Off-Campus Classes Begin 14-Week On-Campus Evening Classes Begin Mid-Semester Thanksgiving Holiday 14-Week Evening On-Campus Classes Conclude **Off-Campus Classes Conclude** Weekend Classes Conclude On-Campus Classes Conclude Final Grades Due on or before 3:00 p.m.

Spring Semester 1996

Faculty Returns/ Preparation for Semester
Interim/General Session/Departmental Meetings
Faculty Preparation
Martin Luther King Day
On-Campus Day/Evening Classes Begin
Weekend Classes Begin (Friday Evening)
14-Week On-Campus evening Classes Begin
Off-Campus Classes Begin
Mid-Semester
Spring Recess
Classes Resume
Weekend Classes Resume
Weekend Classes Conclude
14-Week Evening On-Campus Classes Conclude
Off-Campus Classes Conclude
On-Campus Classes Conclude
Final Grades Due on or before 3:00 p.m.
Commencement
Summer Sessions 1996

May 20	Start of Summer Term	
May 27	Memorial Day Holiday	
May 28	Scheduled Classes Resume	
June 10	Regular Session Begins	
July 4	Independence Day Holiday	
July 5	Scheduled Classes Resume	
July 22 Regular Session Conclude		
August 12	Summer Session Concludes	

Date(s)

August 14, 15, 16 August 19 August 20 August 21, 22 August 23 August 26 September 2 September 3 September 6 September 9 September 9 October 21 November 28, 29, 30 December 12 December 12 December 14 December 18 December 20 January 6 January 7, 8, 9 January 10 January 13 January 20 January 24 January 27 January 27 March 10 March 28 April 7-11 April 14 April 18 May 3 May 8 May 8 May 13 May 14 May 15 N ٨ ٨

Fall Semester 1996

New Faculty Orientation
Faculty Returns/Preparation for Semester
General Session
Faculty Preparation for Semester
Departmental Meetings/Faculty Prep for Semester
On-Campus Day/Evening Classes Begin
Labor Day Holiday
On-Campus Day/Evening Classes Resume
Weekend Classes Begin (Friday Evening)
Off-Campus Classes Begin
14-Week On-Campus Evening Classes Begin
Mid-Semester
Thanksgiving Holiday
14-Week Evening On-Campus Classes Conclude
Off-Campus Classes Conclude
Weekend Classes Conclude
On-Campus Classes Conclude
Final Grades Due on or before 3:00 p.m.

Spring Semester 1997

Faculty Returns/ Preparation for Semester Interim/General Session/Departmental Meetings Faculty Preparation
On-Campus Day/Evening Classes Begin
Martin Luther King Day
Weekend Classes Begin (Friday Evening)
14-Week On-Campus evening Classes Begin
Off-Campus Classes Begin
Mid-Semester
Good Friday/Easter Holiday
Spring Recess
Classes Resume
Weekend Classes Resume
Weekend Classes Conclude
14-Week Evening On-Campus Classes Conclude
Off-Campus Classes Conclude
On-Campus Classes Conclude
Final Grades Due on or before 3:00 p.m.
Commencement
Summer Sessions 1997

May 19	Start of Summer Term
May 26	Memorial Day Holiday
May 27	Scheduled Classes Resume
June 9	Regular Session Begins
July 4	Independence Day Holiday
July 7	Scheduled Classes Resume
July 18	Regular Session Concludes
August 11	Summer Session Concludes

Appendix C

Payroll Dates

The following is the schedule of Payroll Dates for 1995-96, 1996-97.

1995

1996

July 7	January 5
July 21	January 19
August 4	February 2
August 18	February 16
September 1	March 1
September 15	March 15
September 29	March 29
October 13	April 12
October 27	April 26
November 10	May 10
November 24	May 24
December 8	June 7
December 22	June 21
<u>1996</u>	1997

July 5 July 19 August 2 August 16 August 30 September 13 September 27 October 11 October 25 November 8 November 22 December 6 December 20 1997 January 3 January 17 January 31 February 14 February 28 March 14 March 28 April 11 April 25 May 9 May 23 June 6 June 20



