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6/30/2000

AGREEMENT

Between

**KELLOGG COMMUNITY COLLEGE
BOARD OF TRUSTEES**

And

**KELLOGG COMMUNITY COLLEGE
MAINTENANCE ASSOCIATION, MEA/NEA**

1997-2000

Kellogg Community College

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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, 1997, 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.

Section 3: 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 Chicago Teachers Union v Hudson, 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.

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

Section 3: 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 at least one bulletin board at each site that is owned by the College for the exclusive use of the Association. The specific location of said bulletin boards will be mutually agreed upon between the Administration and the Association, and these locations shall be reviewed annually for relevancy. 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

1. If the Step Five written response is unsatisfactory to the Association, it may be submitted to arbitration by mutual consent.

2. 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.
3. 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.
5. 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 Institutional Facilities, 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 Institutional Facilities

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 Institutional Facilities 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.

Section 4: 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 a copy upon written request, not to exceed three (3) per year. The seniority list will show the names and dates of hire.

Section 6: An employee shall lose his/her seniority for the following reasons:

1. He/She quits or retires.
2. Through discipline or discharge which is not reversed through the grievance procedure.
3. He/She is absent from work without good reason for more than two (2) work days without notification to the Administration.
4. He/She fails to report for work within five (5) work days after being notified by certified mail, at his/her last known address, to report for work after layoff.
5. He/She is absent from work due to layoff for a period of more than two (2) years.
6. He/She fails to report for work at the termination of a leave of absence, vacation, or extension thereof without good reason.
7. 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 Institutional Facilities.

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.
2. 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.

Section 3: 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.

Section 4: 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.

Section 5: 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.

Section 6: 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

Section 1: 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 on the Association bulletin boards for ten (10) work days.

Section 3: A. 1. All employees are encouraged to apply for vacant positions within the bargaining unit.

2. The most senior applicant for a position within the same classification shall be placed into the vacancy.

3. The most senior qualified applicant for a position outside his/her current classification shall serve a trial period as indicated below:

a. For Housekeeping, Custodial, Grounds and Utility positions, the trial period shall be thirty (30) work days.

b. For Maintenance or Heating, Ventilating and Air Conditioning (HVAC) positions, the trial period shall be ninety (90) work days.

In the event the employee's performance is deemed unsatisfactory at any time during the above indicated trial period, he/she shall be returned to his/her previous position. The reason(s) for returning the employee to the previous position shall be provided 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.

4. At any time during the trial period of 3. above, 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. To be considered qualified for a Maintenance or Heating, Ventilating and Air Conditioning position, an applicant must provide proof of competency through testing by the RMTD Director in all areas required for the specific position. Said areas and testing procedures, including the number of hours required to complete a planned program of instruction, shall be established by mutual agreement between the Administration and the Association and shall be reviewed every two (2) years.

2. In the event there are no applicants meeting the criterion set forth in 1. above and there is at least one (1) applicant who has successfully completed at least seventy-five percent (75%) of the course work required to gain competency, the most senior applicant meeting this lower threshold shall be placed into the position and provided the trial period as indicated in A. 3. above with consideration given with respect to the remaining work to be completed to gain complete competency.
 3. Said employee shall be given one (1) year to completely finish the course work and testing process. Failure to do so will result in the employee being returned to the previous classification and shift, but not necessarily to the same position.
 4. While performing the work in the new position, the employee shall receive ninety percent (90%) of the new salary step until fully qualified pursuant to 3. above.
- 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.

- Section 4:
- A. In the event that a vacancy arises for which there is no qualified applicant from within the bargaining unit, the Administration shall make the final decision as to who should be hired.
 - B. The Board may place new hires at any step of the salary schedule. Notification of step placement will be given to the Association President upon the employment of an individual.

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.)

Section 6: 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:

1. 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.

Section 2: 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.

Section 4: 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.

Section 6: 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.

1. A separate bulletin board shall be installed in the Boiler House to be used exclusively for the posting of overtime. Upon mutual agreement between the Administration and the Association, overtime may be posted on the designated Association bulletin board(s) at other locations. Said arrangements shall be reviewed annually.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

Section 4: 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.

Section 6: 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.

Section 8: 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:

1997-98

Independence Day	July 4, 1997
Labor Day	September 1, 1997
Thanksgiving Day	November 27, 1997
Day after Thanksgiving	November 28, 1997
Christmas	December 25, 1997
Day after Christmas	December 26, 1997
New Year's Day	January 1, 1998
Day after New Year's Day	January 2, 1998
Friday before Easter	April 10, 1998
Memorial Day	May 25, 1998

1998-99

Independence Day	July 3, 1998
Labor Day	September 7, 1998
Thanksgiving Day	November 26, 1998
Day after Thanksgiving	November 27, 1998
Day before Christmas	December 24, 1998
Christmas	December 25, 1998
Day before New Year's Day	December 31, 1998
New Year's Day	January 1, 1999
Friday before Easter	April 2, 1999
Memorial Day	May 31, 1999

1999-2000

Independence Day	July 5, 1999
Labor Day	September 6, 1999
Thanksgiving Day	November 25, 1999
Day after Thanksgiving	November 26, 1999
Christmas	December 24, 1999
Day after Christmas	December 27, 1999
New Year's Day	December 31, 1999
Day after New Year's Day	January 3, 2000
Friday before Easter	April 21, 2000
Memorial Day	May 29, 2000

Section 2: 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.

Section 3: In the event an employee desires to have Martin Luther King Day as a paid day of leave, he/she shall be allowed to use a vacation day, a personal leave day, or a floating holiday day for its observance.

Section 4: 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 5: 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.

Section 6: 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.

Section 7: 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

Section 1: A bargaining unit employee shall earn credit towards paid vacation in accordance with the following schedule:

1. 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.]
2. Vacation days shall accumulate at the rate of one and one-quarter ($1 \frac{1}{4}$) 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.]
3. Vacation days shall accumulate at the rate of one and two-thirds ($1 \frac{2}{3}$) 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.

Section 3: 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.

Section 4: 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.

Section 5: A vacation may not be waived by an employee and extra pay received for working during that period.

Section 6: 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.

Section 7: 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:

1. 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.
3. 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 Vice President of Administration and Finance 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:

1. 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 three (3) days per year for this purpose. Use of said days shall not be consecutive.
3. 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-in-law, 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.

Section 3: 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
2. 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.

Section 3: 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: If an employee begins drawing retirement benefits under the provisions of the State Retirement Act within thirty (30) calendar days of retirement, he/she shall be paid for his/her unused sick leave up to a maximum of between ninety (90) and one hundred (100) days based upon the provisions below:

1. The average number of sick days used by members of the bargaining unit in a fiscal year shall be calculated.
2. The average computed in 1. above shall be compared to the average number of sick days used by members of the bargaining unit during the base year, July 1, 1996, through June 30, 1997.
3. For each decrease of one-half (1/2) day's usage during the fiscal year being calculated compared to the base year, the total number of days eligible for payment shall increase by two (2) over the base number of ninety (90). Said increases shall be limited to five (5), which produce a maximum of one hundred (100) available days and shall take effect during the following fiscal year.

4. In the event there is no decrease or there is an increase in sick day usage compared to the base year, the number of days shall be ninety (90) for the following year.

Section 6: In the event an employee experiences a "catastrophic" illness or injury that causes him/her to use sick leave excessively, such usage, up to a thirty (30) day maximum, shall be excluded from the calculation in Section 5, 1., and the subsequent impact for the provisions of Section 5.

Section 7: 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 for up to two (2) years from the first day absent from work. Under no circumstances shall an individual receive more than two (2) years' benefit under this section.

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.

Section 3: 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:

1. 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).

Section 6: 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 1997-98.

During 1998-99, 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.

During 1999-2000, the Board shall pay MESSA PAK premium increases up to one hundred eighteen percent (118%) of the amount paid 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.

Section 2: 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.

Section 3: When an employee is required by the Administration to qualify for additional certification(s) or license(s), any associated costs of qualifying for or obtaining a certification or license shall be borne by the Administration. In addition, the employee shall be provided a stipend of one hundred dollars (\$100) to cover his/her "study time"

for each test that is required to be taken. Associated costs shall be limited to books and required materials and course/testing fees.

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.
- Section 2: 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.
- Section 3: 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.
- Section 4: 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.
- Section 5: 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.
- Section 6: 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.
- Section 7: 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.
- Section 8: 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 known 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.

Section 4: 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.

Section 5: 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.

Section 6: 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.

Section 7: 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 Vice President of Administration and Finance 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.

Section 9: 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 1997, and shall remain in full force and effect until the 30th day of June, 2000. 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 1st day of July, 1997.

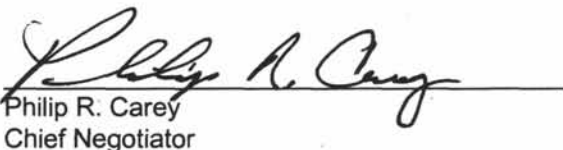
KELLOGG COMMUNITY COLLEGE MAINTENANCE ASSOCIATION


Mike Kolodzieizyck
President


Karilyn Frederick
Chief Negotiator

BOARD OF TRUSTEES
KELLOGG COMMUNITY COLLEGE


Arthur W. Angood
Chairman


Philip R. Carey
Chief Negotiator

Appendix A

Section 1:

1997-98

	House Keeping		Custodian		Lead Custodian	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$18,078	\$8.69	\$20,267	\$9.74	\$21,685	\$10.43
Step 2	\$18,894	\$9.08	\$21,231	\$10.21	\$22,582	\$10.86
Step 3	\$19,710	\$9.48	\$22,194	\$10.67	\$23,480	\$11.29
Step 4	\$20,526	\$9.87	\$23,161	\$11.14	\$24,376	\$11.72
Step 5	\$21,342	\$10.26	\$24,125	\$11.60	\$25,274	\$12.15
Step 6	\$22,159	\$10.65	\$25,089	\$12.06	\$26,171	\$12.58
Step 7	\$22,975	\$11.05	\$26,054	\$12.53	\$27,068	\$13.01
Step 8	\$23,794	\$11.44	\$27,021	\$12.99	\$27,968	\$13.45
Step 9	\$24,608	\$11.83	\$27,983	\$13.45	\$28,866	\$13.88
Step 10	\$25,425	\$12.22	\$28,949	\$13.92	\$29,761	\$14.31

	Grounds		Utility		Maintenance	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$22,056	\$10.60	\$22,709	\$10.92	\$23,641	\$11.37
Step 2	\$23,044	\$11.08	\$23,677	\$11.38	\$24,653	\$11.85
Step 3	\$24,031	\$11.55	\$24,643	\$11.85	\$25,664	\$12.34
Step 4	\$25,019	\$12.03	\$25,610	\$12.31	\$26,673	\$12.82
Step 5	\$26,007	\$12.50	\$26,578	\$12.78	\$27,686	\$13.31
Step 6	\$26,994	\$12.98	\$27,543	\$13.24	\$28,698	\$13.80
Step 7	\$27,980	\$13.45	\$28,510	\$13.71	\$29,709	\$14.28
Step 8	\$28,968	\$13.93	\$29,478	\$14.17	\$30,721	\$14.77
Step 9	\$29,955	\$14.40	\$30,444	\$14.64	\$31,732	\$15.26
Step 10	\$30,944	\$14.88	\$31,412	\$15.10	\$32,742	\$15.74

	HVAC	
	Annual	Hourly
Step 1	\$24,628	\$11.84
Step 2	\$25,717	\$12.36
Step 3	\$26,804	\$12.89
Step 4	\$27,892	\$13.41
Step 5	\$28,980	\$13.93
Step 6	\$30,066	\$14.45
Step 7	\$31,154	\$14.98
Step 8	\$32,242	\$15.50
Step 9	\$33,328	\$16.02
Step 10	\$34,418	\$16.55

1998-99

	House Keeping		Custodian		Lead Custodian	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$18,571	\$8.93	\$20,820	\$10.01	\$22,277	\$10.71
Step 2	\$19,410	\$9.33	\$21,810	\$10.49	\$23,198	\$11.15
Step 3	\$20,248	\$9.73	\$22,800	\$10.96	\$24,121	\$11.60
Step 4	\$21,086	\$10.14	\$23,793	\$11.44	\$25,041	\$12.04
Step 5	\$21,924	\$10.54	\$24,783	\$11.91	\$25,964	\$12.48
Step 6	\$22,764	\$10.94	\$25,774	\$12.39	\$26,885	\$12.93
Step 7	\$23,602	\$11.35	\$26,765	\$12.87	\$27,807	\$13.37
Step 8	\$24,443	\$11.75	\$27,758	\$13.35	\$28,731	\$13.81
Step 9	\$25,280	\$12.15	\$28,747	\$13.82	\$29,654	\$14.26
Step 10	\$26,119	\$12.56	\$29,739	\$14.30	\$30,573	\$14.70

	Grounds		Utility		Maintenance	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$22,658	\$10.89	\$23,329	\$11.22	\$24,286	\$11.68
Step 2	\$23,673	\$11.38	\$24,323	\$11.69	\$25,326	\$12.18
Step 3	\$24,687	\$11.87	\$25,316	\$12.17	\$26,364	\$12.68
Step 4	\$25,702	\$12.36	\$26,309	\$12.65	\$27,401	\$13.17
Step 5	\$26,717	\$12.84	\$27,303	\$13.13	\$28,442	\$13.67
Step 6	\$27,731	\$13.33	\$28,295	\$13.60	\$29,481	\$14.17
Step 7	\$28,744	\$13.82	\$29,288	\$14.08	\$30,520	\$14.67
Step 8	\$29,759	\$14.31	\$30,282	\$14.56	\$31,559	\$15.17
Step 9	\$30,772	\$14.79	\$31,275	\$15.04	\$32,598	\$15.67
Step 10	\$31,788	\$15.28	\$32,269	\$15.51	\$33,636	\$16.17

	HVAC	
	Annual	Hourly
Step 1	\$25,300	\$12.16
Step 2	\$26,419	\$12.70
Step 3	\$27,535	\$13.24
Step 4	\$28,653	\$13.78
Step 5	\$29,771	\$14.31
Step 6	\$30,887	\$14.85
Step 7	\$32,004	\$15.39
Step 8	\$33,122	\$15.92
Step 9	\$34,238	\$16.46
Step 10	\$35,357	\$17.00

1999-2000

	House Keeping		Custodian		Lead Custodian	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$19,078	\$9.17	\$21,388	\$10.28	\$22,885	\$11.00
Step 2	\$19,940	\$9.59	\$22,405	\$10.77	\$23,831	\$11.46
Step 3	\$20,801	\$10.00	\$23,422	\$11.26	\$24,779	\$11.91
Step 4	\$21,661	\$10.41	\$24,442	\$11.75	\$25,724	\$12.37
Step 5	\$22,522	\$10.83	\$25,459	\$12.24	\$26,673	\$12.82
Step 6	\$23,385	\$11.24	\$26,477	\$12.73	\$27,619	\$13.28
Step 7	\$24,246	\$11.66	\$27,495	\$13.22	\$28,566	\$13.73
Step 8	\$25,110	\$12.07	\$28,516	\$13.71	\$29,515	\$14.19
Step 9	\$25,970	\$12.49	\$29,532	\$14.20	\$30,463	\$14.65
Step 10	\$26,832	\$12.90	\$30,551	\$14.69	\$31,407	\$15.10

	Grounds		Utility		Maintenance	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Step 1	\$23,276	\$11.19	\$23,966	\$11.52	\$24,949	\$11.99
Step 2	\$24,319	\$11.69	\$24,987	\$12.01	\$26,017	\$12.51
Step 3	\$25,361	\$12.19	\$26,007	\$12.50	\$27,083	\$13.02
Step 4	\$26,403	\$12.69	\$27,027	\$12.99	\$28,149	\$13.53
Step 5	\$27,446	\$13.20	\$28,048	\$13.48	\$29,218	\$14.05
Step 6	\$28,488	\$13.70	\$29,067	\$13.97	\$30,286	\$14.56
Step 7	\$29,528	\$14.20	\$30,087	\$14.46	\$31,353	\$15.07
Step 8	\$30,571	\$14.70	\$31,108	\$14.96	\$32,420	\$15.59
Step 9	\$31,612	\$15.20	\$32,129	\$15.45	\$33,488	\$16.10
Step 10	\$32,656	\$15.70	\$33,150	\$15.94	\$34,554	\$16.61

	HVAC	
	Annual	Hourly
Step 1	\$25,990	\$12.50
Step 2	\$27,140	\$13.05
Step 3	\$28,286	\$13.60
Step 4	\$29,435	\$14.15
Step 5	\$30,583	\$14.70
Step 6	\$31,730	\$15.25
Step 7	\$32,877	\$15.81
Step 8	\$34,026	\$16.36
Step 9	\$35,172	\$16.91
Step 10	\$36,322	\$17.46

<u>Section 2:</u>	<u>Shift Premium</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
	First Shift	\$ 0.00	\$ 0.00	0.00
	Second Shift	0.30	0.31	0.32
	Third Shift	0.41	0.42	0.43

Section 3: 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	1997-98	1998-99	1999-2000
at least ten (10) years but less than fifteen (15) years	\$ 352	\$ 363	\$ 374
at least fifteen (15) years but less than twenty (20) years	467	481	495
at least twenty (20) years	577	594	612

Section 4: 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 Institutional Facilities.

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 Institutional Facilities.

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 Institutional Facilities.

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

1. hiring and firing
2. 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).
3. 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 1997-98/1998-99

Date(s)

Fall Semester 1997

August 13, 14, 15	New Faculty Orientation
August 18	Faculty Returns/Preparation for Semester
August 19	General Session
August 20, 21	Faculty Preparation for Semester
August 22	Departmental Meetings/Faculty Prep for Semester
August 25	16-Week Day/Evening Classes Begin
September 1	Labor Day Holiday
September 2	Evening Classes Resume
September 5	Weekend Classes Begin (Friday Evening)
September 8	14-Week Classes Begin
October 20	Mid-Semester
November 27, 28, 29	Thanksgiving Holiday
December 11	14-Week Classes Conclude
December 13	Weekend Classes Conclude
December 17	16-Week Classes Conclude
December 19	Final Grades Due on or before 3:00 p.m.

Spring Semester 1998

January 5	Faculty Returns/ Preparation for Semester
January 6, 7, 8	Interim/General Session/Departmental Meetings
January 9	Faculty Preparation
January 12	16-Week Classes Begin
January 19	Martin Luther King Day (No Classes)
January 20	16-Week Classes Resume
January 23	Weekend Classes Begin (Friday Evening)
January 26	14-Week Classes Begin
March 9	Mid-Semester
April 6-10	Spring Recess
April 10	Good Friday/Easter Holiday
April 13	Classes Resume
April 17	Weekend Classes Resume
May 2	Weekend Classes Conclude
May 7	14-Week Classes Conclude
May 11	16-Week Classes Conclude
May 13	Final Grades Due on or before 3:00 p.m.
May 14	Commencement

Summer Session 1998

May 18	Start of Summer Term
May 25	Memorial Day Holiday
May 26	Scheduled Classes Resume
June 8	Regular Session Begins
July 3	Independence Day Holiday
July 6	Scheduled Classes Resume
July 17	Regular Session Concludes
August 10	Summer Session Concludes

Date(s)

August 12, 13, 14
August 17
August 18
August 19, 20
August 21
August 24
September 4
September 7
September 8
September 8
October 19
November 26, 27, 28
December 12
December 14
December 16
December 18

Fall Semester 1998

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

Spring Semester 1999

January 4
January 5, 6, 7
January 8
January 11
January 18
January 19
January 22
January 25
March 8
April 2
April 5-9
April 9
April 12
May 1
May 6
May 11
May 12
May 13

Faculty Returns/ Preparation for Semester
Interim/General Session/Departmental Meetings
Faculty Preparation
16-Week Classes Begin
Martin Luther King Day (No Classes)
16-Week Classes Resume
Weekend Classes Begin (Friday Evening)
14-Week Classes Begin
Mid-Semester
Good Friday/Easter Holiday
Spring Recess
Weekend Classes Resume
Classes Resume
Weekend Classes Conclude
14-Week Classes Conclude
16-Week Classes Conclude
Final Grades Due on or before 3:00 p.m.
Commencement

Summer Session 1999

May 17
May 31
June 1
June 7
July 5
July 6
July 16
August 9

Start of Summer Term
Memorial Day Holiday
Scheduled Classes Resume
Regular Session Begins
Independence Day Holiday
Scheduled Classes Resume
Regular Session Concludes
Summer Session Concludes

Appendix C

Payroll Dates

The following is the schedule of Payroll Dates for 1997-98, 1998-99 and 1999-2000.

<u>1997</u>	<u>1998</u>
July 4	January 2
July 18	January 16
August 1	January 30
August 15	February 13
August 29	February 27
September 12	March 13
September 26	March 27
October 10	April 10
October 24	April 24
November 7	May 8
November 21	May 22
December 5	June 5
December 19	June 19

<u>1998</u>	<u>1999</u>
July 3	January 1
July 17	January 15
July 31	January 29
August 14	February 12
August 28	February 26
September 11	March 12
September 25	March 26
October 9	April 9
October 23	April 23
November 6	May 7
November 20	May 21
December 4	June 4
December 18	June 18

<u>1999</u>	<u>2000</u>
July 2, 1999	January 7, 2000
July 16, 1999	January 21, 2000
July 30, 1999	February 4, 2000
August 13, 1999	February 18, 2000
August 27, 1999	March 3, 2000
September 10, 1999	March 17, 2000
September 24, 1999	March 31, 2000
October 8, 1999	April 14, 2000
October 22, 1999	April 28, 2000
November 5, 1999	May 12, 2000
November 19, 1999	May 26, 2000
December 3, 1999	June 9, 2000
December 17, 1999	June 23, 2000
December 31, 1999	

Letter of Agreement

between

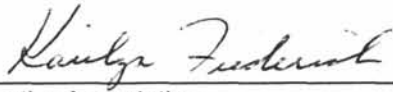
Kellogg Community College Board of Trustees

and

Kellogg Community College Maintenance Association

Both parties are desirous of obtaining placement of qualified internal applicants into positions within the Maintenance and HVAC Classifications. Therefore, both parties will meet to mutually decide what appropriate course work is necessary for positions within those classifications. Said mutually agreed upon decision shall be the criteria used for the qualification language found in Article 10, Section 3, B., of the 1997-2000 Master Agreement.

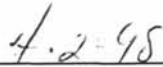
In the event mutual agreement of the appropriate course work cannot be reached by May 1, 1998, the language found in Article 10, Section 3, B. of the 1997-2000 Master Agreement shall be replaced with the language from Article 10, Section 3, B of the 1995-97 Master Agreement.



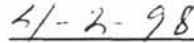
For the Association



For the Board of Trustees



Date



Date

Letter of Agreement

between

Kellogg Community College Board of Trustees

and

Kellogg Community College Maintenance Association

In bargaining a successor agreement to the 1995-97 Master Agreement, Article 18, Section 6, was changed to limit a person to a maximum of two (2) years of Board paid compensation in addition to the amount collected under the Michigan Workers' Disability Compensation Act. Both parties acknowledge that any person collecting Board paid compensation under the 1995-97 Master Agreement at the time of the ratification of the 1997-2000 Master Agreement shall be allowed to continue said Board paid compensation until the earlier of June 30, 1999 or the date of return to work. If one of these employees returns to work prior to June 30, 1999 and subsequently returns to a Workers' Disability Compensation situation, he/she shall then be limited to the maximum two (2) years as stated in the applicable Section for that circumstance.



For the Association



For the Board of Trustees

4-2-98
Date

4-2-98
Date

Letter of Agreement

between

Kellogg Community College Board of Trustees

and

Kellogg Community College Maintenance Association

Effective the first day following the ratification by both parties of the 1997-2000 Master Agreement and continuing for six (6) months thereafter, the following retirement incentive program shall be available for members of the Kellogg Community College Maintenance Association.

1. An employee desiring to take advantage of this program must submit a letter of resignation to the Vice President for Administration and Finance within the appropriate six (6) month period.
2. Said letter of resignation shall have an effective date of December 31, 1998 or earlier.
3. An employee submitting a letter of resignation shall be eligible for receiving the appropriate benefit in 4. below if he/she will be receiving retirement benefits from the Michigan Public Schools Employee Retirement System within thirty (30) calendar days of the effective date of the resignation. The benefits are based upon the number of years of consecutive credited service.
4. The College will pay an eligible employee on the basis of the following schedule:

At least fifteen (15) but less than eighteen (18) years	\$ 1,650
At least eighteen (18) but less than twenty-one (21) years	3,300
At least twenty-one (21) but less than twenty-three (23) years	4,950
At least twenty-three (23) but less than twenty-five (25) years	6,600
At least twenty-five (25) years	8,250
5. The amount of money will be paid to the employee on the date of the first pay period in January, 1999. Said money shall have the appropriate amount of taxes deducted in accordance with applicable IRS regulations.



For the Association



For the Board of Trustees

4-2-98
Date

4-2-98
Date

