

6523

6/30/2004

AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE
OF THE STATE OF MICHIGAN

AND

LANSING COMMUNITY COLLEGE ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL (LCC ESP)
AT LANSING COMMUNITY COLLEGE

July 1, 2000 - June 30, 2004

Lansing Community College

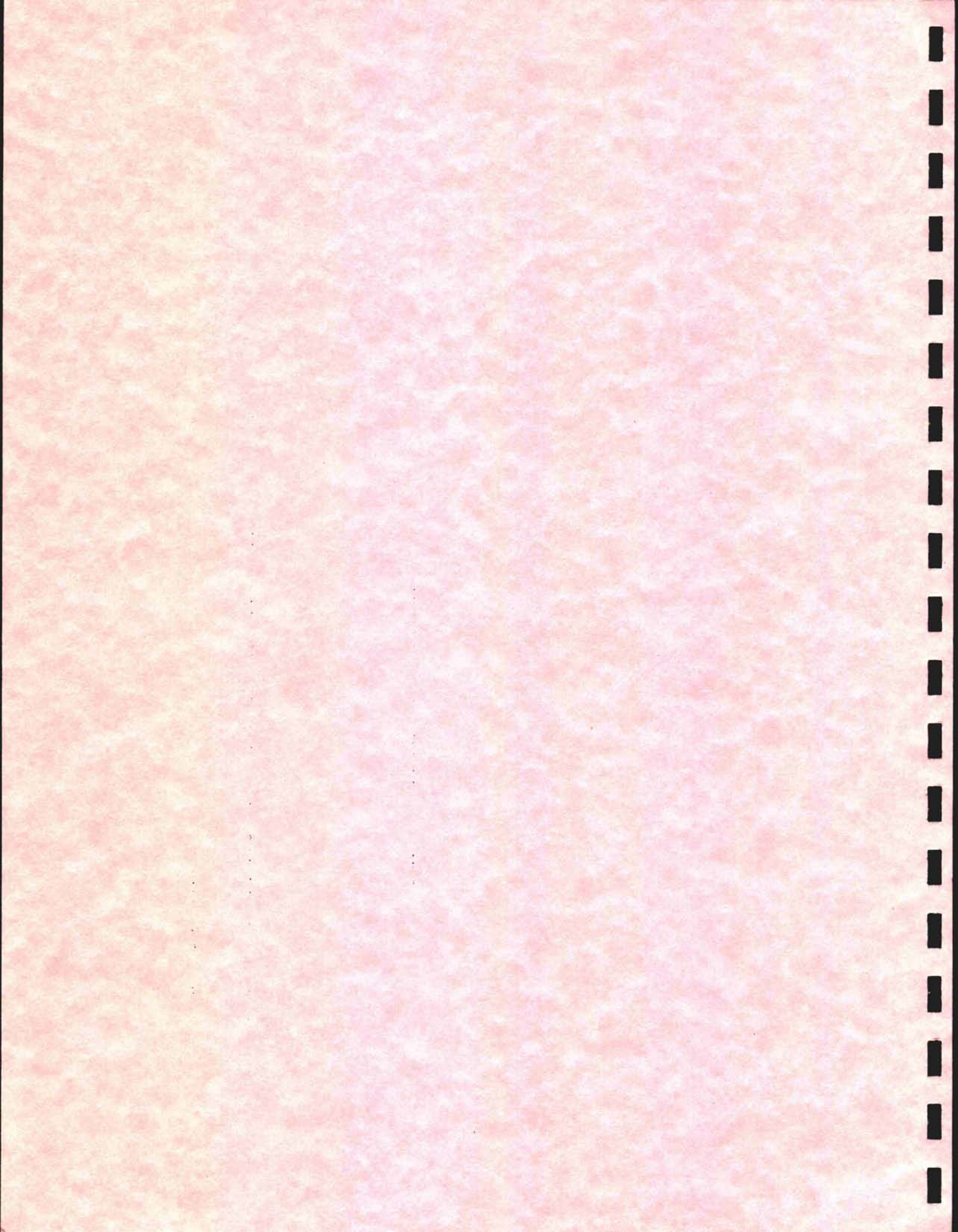


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AGREEMENT

Designation of Parties

This Agreement is entered into this first day of July 2000, by and between the Board of Trustees of Lansing Community College of the State of Michigan, hereinafter designated as the "College", and the Lansing Community College Association of Educational Support Personnel (ESP), hereinafter designated as the "Association."

Preamble

WHEREAS, the College has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

ARTICLE I - RECOGNITION

The College recognizes the Association of Educational Support Personnel (ESP) as the sole and exclusive bargaining representative for all regular full-time clerical, technical and paraprofessional personnel in positions that were included within the bargaining unit as of the termination date of the former Agreement. EXCLUDED from membership within the bargaining unit are all clerical, technical and paraprofessional employees in positions that were excluded as of the termination date of the former Agreement; all clerical, technical and paraprofessional employees who report directly to members of the President's Council; all clerical, technical and paraprofessional employees who are employed in a confidential area or who are supervisory employees as defined by the Michigan Employment Relations Commission (MERC); also excluded are all regular full-time public safety officers including public safety officers/ dispatchers who are sworn officers and all regular custodial/maintenance employees and all other employees including those who were excluded as of the termination date of the former Agreement.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of College Rooms and Facilities

1. Rooms

The Association may use college rooms for Association business, at no cost to the Association, provided that:

- a. Requested room is available.
- b. Approval from the administration is secured in advance.
- c. Meetings are scheduled within the regular shift hours of the custodial staff.

2. Facilities

The College shall provide, to the Association President, a list of "open hours" for the use of the Physical Education facilities. The College will also post a copy of this listing outside of each of the facilities.

B. Use of College Equipment

The Association is authorized to use College equipment, including but not limited to, typewriters, word processors, other duplicating equipment and calculating machines, subject to availability and prior approval. The Association shall pay for the reasonable cost of all materials and labor, including the cost of all consumable supplies, incident to such use. The Vice President for Administrative Services/Finance of the College shall determine reasonable cost.

C. Employee Lists

1. The College will furnish to the Association, within thirty (30) days after the execution of this Agreement, a list of all employees covered by the terms of this Agreement, such list to include the employee's name, department, position title, classification, current salary and date of hire.
2. The College will notify the Association President, in writing, of newly hired employees giving name, department, position title, classification, salary and date of hire. The College will also notify the

Association President, in writing, of terminated employees giving name, department, position title, classification and date of termination.

D. Association President

1. Normally, problem-solving matters will be resolved informally through joint union and management conference. The parties will strive to develop a trust relationship in resolving concerns. Every effort shall be made by the Association to use this time in a manner that will be least disruptive to the workflow.
2. The President of the Association or the designated representative will be granted seven (7) days off with pay for each fiscal year of this contract for the purpose of conducting Association business. Prior to the expected absence, the Association President or the designated representative will strive to provide five (5) days notice to the immediate supervisor. The days may be used in smaller increments, but must be submitted to the Human Resources Department in minimum increments of four-hour blocks. The hours should be reported to the Human Resources Department as soon as possible. Use of any time off under this paragraph will be subject to the approval of the immediate supervisor, but such approval will not be unreasonably withheld.

E. Association Meetings

A period of one hour will be set-aside during the annual Fall Semester Staff Development Week for the purpose of conducting business not related to Association activities. The business to be conducted during this time will be of mutual benefit to the Association and the College (e.g. United Way campaign, etc.). A program for the Staff Development Week will be prepared and the Association will be notified concerning the date and time of the scheduled hour.

F. Association Involvement

1. The Association will encourage its members to utilize their special knowledge and expertise for the benefit of the College. The administration will make a continuing effort to make appropriate use of such expertise. The ESP Association shall have the right to submit a list of candidates for college-wide committees. The ultimate decision of the composition of such committees shall reside with the President or his/her designated representative.

2. The following general conditions shall apply to service by bargaining unit members on college-wide committees:
 - a. If a member is to serve on a committee in his/her capacity as an individual employee of the College, the Association will be so informed, and any views expressed or commitments made by that individual will not be considered by the College to represent the views or commitments of the Association.
 - b. If a member is to serve on a committee as a representative of the Association, then the Association will be so informed, and shall be consulted prior to such appointment as to which member shall be appointed. Any views expressed or commitments made by such a member shall not be considered by the College to alter the interpretation of any term or provision of this Agreement unless the procedure described in Article IX., including a conference between the representative of the President of the Association and the Director of Human Resources, and the reduction of any mutual agreements to writing, is followed.

G. Board Agenda

The Association shall be entitled to appear on the Board agenda provided a written notification outlining the business to be discussed is submitted to the President's office eleven (11) days or more before a regularly scheduled Board meeting.

ARTICLE III - BOARD'S RIGHTS*

The Association recognizes the Board's right to manage its affairs and direct its work force and, within the existing framework of the statutes of the State of Michigan and the Bylaws of the Lansing Community College Board of Trustees to maintain the College efficiently and consistent with fair labor standards. Further, the College has all the rights, power, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Board. Among the rights and responsibilities belonging to the Board are the rights to decide the number and location of its facilities, work to be performed, amount of supervision necessary and schedule of work.

It is further recognized that the responsibility for the administration of the College, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to relieve employees from

duty because of lack of work or for other legitimate reasons is vested exclusively in the Board.

The Board reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

The Board shall retain all other rights and prerogatives subject only to express restrictions on such rights, if any, as are provided in this Agreement.

*The rights of the Board as contained within this section may be delegated to a properly designated representative with notification to the Association President as to whom the designated representative will be.

ARTICLE IV - EMPLOYEE RIGHTS

Employees may, upon written request to the Director of Human Resources, review the contents of his/her own personnel file with the exception of confidential pre-employment information. A representative of the Association may accompany the employee in such a review. The review shall be made in the presence of the Director of Human Resources or his/her designee.

Employees may include into their personnel file a written comment regarding any material in said file.

A complaint which may result in disciplinary action and which is directed toward an employee shall not be made a part of the employee's personnel file or a matter of written record unless the employee is informed of such complaint and is allowed a chance of rebuttal.

ARTICLE V - CONDITIONS OF EMPLOYMENT

A. Probationary Period

1. All full-time employees shall serve a probationary period of 90 calendar days during which time they will be termed "probationary employees". The College in its sole discretion may terminate probationary employee's service with the College at any time. Employees separated under the terms of this Article shall not have recourse to the grievance procedure.
2. During the probationary period the College will establish the salary of new employees at 97% of the assigned salary schedule value. Upon successful completion of his/her probationary period, the

employee's salary will be increased to 100% of the assigned salary schedule value.

B. Employment and Termination

1. Establishment of Date of Hire

- a. A regular full-time employee's hire date shall date from his/her most recent starting date of full-time employment with Lansing Community College.
- b. The above mentioned hire date will not be altered or affected when an employee is on an approved leave of absence of one year or less.
- c. An employee's hire date shall not be affected by transfer or promotion to another full-time position at Lansing Community College.
- d. An employee's date of hire shall entitle him/her only to such rights as are expressly provided for in this Agreement.

2. Termination of Hire Date

- a. An employee's date of hire shall terminate at such time as the individual's status as a full-time employee of Lansing Community College is severed.
- b. An employee who is absent from work for four (4) consecutive working days without notifying his/her supervisor will be considered to have voluntarily resigned his/her employment with the College and his/her name will be removed from the payroll.

3. Notification of Voluntary Termination (Excluding Probationary Employees)

- a. Employees who voluntarily terminate employment with the College will notify the Human Resources Department at least thirty (30) calendar days prior to their termination date.
- b. Employees who fail to provide thirty (30) calendar days termination notification will be deemed not to have accrued any vacation time as of the date of termination unless mitigating circumstances prevent a thirty (30) calendar day

notification. The Director of Human Resources or his/her designated representative will determine mitigating circumstances.

- c. Benefits for employees who voluntarily terminate their employment will cease following their last day of employment.

4. Employment Termination Procedure (Excluding Probationary Employees)

In the event the College finds it necessary to terminate the employment of a member of the bargaining unit (for reasons other than reductions in staff or discharges for cause), the College will provide at least thirty (30) calendar days advance notice. In such event, the College will make every attempt to place the employee in another available position within the bargaining unit.

C. New Classification

When a new job classification is established and placed within the existing bargaining unit, the President of the Association shall be notified in writing of the job title and rate of pay established for the new classification. Upon receipt of this information, the President of the Association may request a review of the new classification with the Director of Human Resources and/or his/her designee. If, after the review, the President of the Association considers the new classification and the rate of pay to be inappropriate, the Association President may request that the Classification Committee review the job classification and the corresponding rate of pay. This request for a committee review must be made in writing five (5) working days from the date of the meeting with the Director of Human Resources.

The Classification Committee shall be composed of one (1) representative of the Human Resources Department, who shall act as a resource person, two (2) members of the College administration (other than Human Resources Department staff) to be selected by the administration, and two (2) members of the Association, to be selected by the Association. The personnel representative will abstain from voting except in instances where the other four (4) committee members are unable to arrive at a majority opinion.

Within twenty (20) working days of the date the committee receives a request for a review from the Association President, the committee will meet, review the position and the rate of pay, and render a written decision based on a majority vote of the committee.

The rate of pay for the new classification will be effective on the date of the agreement between the Association President and the Director of Human Resources or the date the committee renders the final decision, whichever is appropriate. The decision of the committee shall be considered final, and therefore, not subject to the provisions of the grievance procedure.

D. Temporary and/or Externally Funded Positions

The purpose of a temporary position is to fill positions, which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a temporary position is offered and the reason therefore.

E. Vacancies and Transfers

1. Vacancies

a. Vacancies shall be defined as:

1. New positions created by the College which the College intends to fill;
2. Positions that are open as a result of a person leaving the College, and which the College intends to fill; and
3. Positions that are open because a person is transferred to another position, and which the College intends to fill.

b. In all cases, the College reserves its right to determine when a position is established, when it may be eliminated, and when and if it will be filled.

c. The College will approve for posting all vacancies except the College shall reserve the right to fill a vacancy without posting in the following circumstances:

1. Internal transfers to a position that is open or newly created due to a divisional or department reorganization;
2. Internal transfers for disciplinary reasons;
3. Internal transfers as a result of the College and two bargaining unit employees mutually agreeing to trade their positions;

4. Internal transfers for legitimate business related reasons (e.g., health, personality conflicts, etc.);
 5. Any circumstances where the College and the Associations agree that a position may be filled without posting.
- d. In the event the President approves a new ESP bargaining unit position, the Director of Human Resources will inform the President of the Association of the new position prior to announcing it publicly.
 - e. Whenever a full-time clerical, technical or paraprofessional vacancy that the College President or his/her designee has approved for posting shall occur, the College will send a Position Vacancy Notice to all departments. In addition, the College will send a Position Vacancy Notice to the Association President. The notification will list basic requirements, job duties and the salary grade level of the position.
 - f. Position Vacancy Notices shall be posted within the College for a minimum of three (3) working days prior to advertising the position externally.
 - g. Employees who desire to be considered for a vacancy shall notify the Human Resources Department, by means of a personal memorandum.
 - h. If four (4) or less members of the Association apply for a vacant position covered by the terms of this Agreement, they will each be afforded a personal interview. If more than four (4) members apply, then a minimum of four (4) of the most qualified applicants, in the opinion of the supervisor conducting the interviews, will be interviewed along with any qualified applicants from outside of the bargaining unit. A supervisor will consider date of hire as one of the criteria in evaluating the qualifications of applicants for open positions. Bargaining unit members who are interviewed and not selected to fill the vacant position will be informed of the reason(s) for non-selection.

- i. The final decision as to accepting or rejecting an applicant rests with the Board of Trustees and/or their designated representative.

2. Transfers

- a. Employees who are voluntarily transferred on a temporary or permanent basis, or who are promoted to another position within the bargaining unit will be paid as established below:
 - If the employee's salary is at the appropriate step within a level at the time of transfer, his/her salary will be adjusted to the appropriate step within the new level established through the transfer.
 - If the employee's salary is below the appropriate step within a level at the time of transfer, his/her salary will be adjusted to an equal ration of the new level established by the transfer.
 - If the employee's salary is above the scheduled salary before the transfer and the transfer level salary is still below the employee's current salary, no salary adjustment will occur.
 - If the employee's salary is above the schedule salary before transfer and the transfer results in a step salary more than the original salary, the employee's salary will be adjusted to the appropriate step salary
- b. If the transfer is to a position having a higher salary grade, the employee will be paid as described in 2, a. above.
- c. If the transfer is to a position having a lower salary grade, the employee will suffer no reduction in pay. Length of service shall continue to accrue during such transfer. The employee will receive future pay increases at such time as the pay range of the position is changed and raised to a level above the salary of the employee in line with his/her service at the College.
- d. Employees, who are temporarily transferred on an involuntary basis, for a period exceeding thirty (30) working days, will be paid in accordance with the provisions of paragraph 2.b.1. or 2.b.2. above, effective on the thirty-first (31st) working day.

F. Reduction in Staff (Excluding Temporary and 50% or Greater Externally Funded Positions)

1. The Association recognizes the exclusive right of the Board of Trustees to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made subject to the provisions of this Agreement.
2. During a period of impending layoff, the Board agrees to attempt to accomplish staff reduction by natural attrition (such as resignation, retirement, etc.) and will consider requests for voluntary leaves of absence without pay.
3. Prior to any reduction in staff, the Association will be provided an opportunity to present recommendations to the President or his/her designated representative(s) and the Board of Trustees regarding such reductions for consideration prior to the final decision.
4. Once the area to be affected by a staff reduction has been determined, the following process will be used:
 - a. Employees to be affected by the reduction in staff, within the designated area, will be ranked in accordance with the following factors: qualifications (which may include consideration of an employee's past work record), ability to perform the available work, and seniority. For purposes of this Article, seniority shall be defined as length of service in the bargaining unit.
 - b. Reductions in staff will be determined based upon the ranking in accordance with the factors mentioned above. Employees with the lowest ranking shall be laid off first.
5. At the discretion of the College, probationary employees that are members of the Association may be displaced by an employee from an affected area if the employee has more than 5 years of seniority and has the qualifications, skills and abilities to perform the work of the probationary employee. Personnel affected by the reduction in staff will be afforded as much notice as possible, but in no event less than thirty (30) days, prior to the effective date of layoff. Laid off employees will be encouraged to apply for vacant positions.

6. Laid off employees other than probationary employees, who are re-employed on a full-time basis, within 24 months or less of the effective date of the layoff will have their original full-time hire date restored for the purpose of vacation hour accrual.

G. Employment Agencies/Temporary Help

In the event the College finds it necessary to utilize the services of temporary help agencies to perform work within the bargaining unit, the College will notify the Association President. The Association President will also notify the Director of Human Resources of areas of concern regarding the utilization of such services. Following such notification the Director of Human Resources or his/her designee will review these areas of concern and will inform the Association President of his/her findings within a reasonable period of time.

H. Hours of Work

1. Work Day

The regular workday shall consist of eight (8) working hours.

- a. Each employee is entitled to a duty-free sixty (60) minute lunch period.
- b. During summer hours when the work schedule is altered to provide for an earlier daily starting and ending time, each employee will be entitled to a duty-free, thirty (30) minute lunch period.
- c. All full-time employees shall be entitled to a paid fifteen (15) minute rest period during the first half of the working day, and a paid fifteen (15) minute rest period during the second half of the working day.

2. Work Week

The regular workweek shall consist of forty (40) work hours in a calendar week.

3. Overtime

- a. Occasionally overtime may be required and at such time notice will be provided as soon as possible to the affected employee(s) regarding the work schedule.

- b. Overtime shall be paid for all hours worked over forty (40) in the regular and/or calendar workweek. Approved paid leave of absence as provided in this Agreement shall be considered as time worked for the purpose of this section.
 - c. The rate for overtime pay shall be one and one-half times the employee's current regular rate.
 - d. Employees who work overtime shall be compensated in accordance with these provisions. Compensatory time shall not be used as an alternate to compensating employees for overtime.
4. The work schedule of a department or area can be changed by an employee's supervisor due to reasons related to furthering the mission of the College. An employee's work schedule may also be changed by mutual agreement between the employee and the supervisor.
- a. If the altered work schedule is in a department or area affecting more than one employee, and the work schedule is to be permanently altered by two (2) hours or more, the supervisor and a representative of the Human Resources Department shall consult with the Association prior to implementation of the altered work schedule.
 - b. An employee's work schedule cannot be altered either by the supervisor or by agreement between the supervisor and the employee in order to avoid overtime payments for that employee required by law.
5. A supervisor and an employee or a group of employees may enter into an agreement for an alternate work schedule provided such alternate schedule is in accordance with the terms and conditions of the Master Agreement. The Association and the Human Resources Department shall be notified of alternate work schedule agreements and shall have the opportunity to review the agreement for consistency with the Master Agreement prior to implementation.

I. Discipline and Work Rules

1. Employees are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement.

2. The College shall have the right to post work rules spelling out reasonable standards of expected employee conduct. Copies of these work rules will be distributed to members of the bargaining unit.
3. The College supports the concept of progressive discipline as a means to improve the affected employee's work performance and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. The concept of progressive discipline may include the issuance of a warning (written and/or verbal), a reprimand, suspension or disciplinary time off prior to discharge when the misconduct is not so severe, in the opinion of the College, as to warrant immediate suspension, disciplinary time off or discharge. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the employee affected. No employee shall be disciplined without just cause. When disciplinary action is intended, the affected employee shall have the right to representation regarding the action being taken.
4. In the event the College receives a complaint directed toward a bargaining unit member, who may result in disciplinary action, the College may conduct a preliminary inquiry. If after the preliminary inquiry the College determines that an investigation of the complaint will be conducted, the College shall notify the bargaining unit member, no later than ten (10) working days from the date that the College determines the investigation will be conducted, that a complaint has been received and/or its intent to conduct an investigation. Such notice shall include the name of the complainant (where available) and the incident involved. Complaints not transmitted during this time period shall not be deemed cause for disciplinary action.

This notice requirement shall not apply where the notice would impede the administration of justice in a criminal investigation (or an investigation conducted by an external municipal, state or federal agency); where the College has reason to believe that the notice would endanger the safety of the complainant; where the College has reason to believe the notice would cause the bargaining unit member to retaliate against the complainant; or where the College has reason to believe the notice would cause the accused to cover up evidence of the allegation.

In any event, upon completion of its investigation, if the College decides to bring disciplinary action against the bargaining unit member, the College will give the bargaining unit member and the Association representative an opportunity to meet with the College. At the meeting, the College will review the complaint with the bargaining unit member, explain the evidence supporting the complaint and provide an opportunity to respond.

J. Classification Review.

1. Purpose. The purpose of the following procedure is to provide an orderly and timely method of handling requests for classification review.
2. Basis for Request. Written requests for a classification review shall be made only in those instances where the employee and/or the supervisor believe that responsibilities contained in a particular position have undergone a significant change
3. Procedure.
 - a) Employees will use the Reclassification Requests Forms as indicated in Appendix A, which will be made available on the College share drive.
 - b) The employee shall complete the form, sign it and submit it with a signed job description to their supervisor. The supervisor will prepare a written recommendation regarding the request on the Reclassification Request Form, sign the form and job description and forward both documents to the Cabinet member for their Division. The Cabinet Member will complete the Cabinet Member Recommendation section and forward the document to the Division HR Director.
 - c) The Division HR Director will call together a three-person panel consisting of one member of the Association a person in a leadership role in the employee's Division and a HR Director from another Division.
 - d) Within 15 working days of the submission of the Reclassification Request to the Division Human Resource Director the panel will contact the employee to schedule a meeting to discuss the request.
 - e) Within 15 working days of that discussion the panel will meet and rule on the request. Within five working days of the panel's decision, the panel will submit a written recommendation to the Human Resources Director.

- f) Within 15 working days of the date of recommendation to the Human Resource Director, he/she will make a final decision on the Band and Level of the position for which the reclassification request was prepared.
- g) If the decision of the Human Resources Department results in a change in salary level the employee(s) affected will have his/her salary adjusted as follows:
 - a. If the employee's salary is at the appropriate step within a level at the time of reclassification, his/her salary will be adjusted to the appropriate step within the new level established through the reclassification.
 - b. If the employee's salary is below the appropriate step within a level at the time of reclassification, his/her salary will be adjusted to an equal ratio of the new level established by the reclassification
 - c. If the employee's salary is above the scheduled salary before the reclassification and the reclassification level salary is still below the employee's current salary, no salary adjustment will occur.
 - d. If the employee's salary is above the schedule salary before reclassification and the reclassification results in a step salary more than that original salary, the employee's salary will be adjusted to the appropriate step salary.

If a salary increase results from the reclassification request, salary adjustment will be effective on the date that the Reclassification Request was submitted to the employee's supervisor. The subject of provisions of the grievance procedures. Reclassification requests will be limited to one request by an employee per year. * This shall not prevent the College from requesting reclassifications as needed.

*For the first year of this agreement, appeals submitted through the Wage and Classification process will be considered the reclassification request for employees for that year.

K. Health and Safety

The College recognizes its obligation to comply with Federal and State laws regarding safety. Non-emergency concerns of health and safety shall be addressed by a college-wide safety committee on which the Association shall have a representative who is knowledgeable about health and safety laws and the concerns of bargaining unit members. The committee shall make

recommendations to address health and safety issues within the College's priorities and financial constraints.

L. Staff Development Plan

The College is committed to providing an opportunity for employees to improve job skills and pursue professional development. The College recognizes its obligation to provide support to employees for these purposes and its obligation to intervene when performance is deficient.

The Staff Development Plan, Appendix B, will be utilized as a tool to facilitate this opportunity and intervention in the following manner:

1. Bargaining unit members shall participate in the Staff Development Plan (SDP). Related to the Primary Skills section of the SDP, in the event the College does not provide the mutually agreed upon Supervisor's Support identified in the SDP and Action Plan, discipline will not result if the objective for this portion of the plan is not met. Failure to meet objectives in the other sections of the SDP will not result in discipline.
2. Nothing herein shall prevent the College from disciplining an employee for poor performance provided the College shall bring any deficiencies in performance to the attention of the employee in a timely manner, develop an improvement plan for the employee and provide the employee an opportunity to improve his/her performance.

ARTICLE VI - EMPLOYEE BENEFITS

A. Holidays

1. The following shall be considered as holidays for the purpose of this Agreement:
 - a. Memorial Day
 - b. Independence Day
 - c. Labor Day
 - d. Thanksgiving Day
 - e. The day following Thanksgiving Day
 - f. Christmas Eve Day (as defined in k)
 - g. Christmas Day
 - h. New Year's Eve Day (as defined in k)
 - i. New Year's Day

- j. Martin Luther King, Jr. Day
- k. Two (2) additional days off with pay, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.

2. To be eligible for holiday pay, an employee must:
 - a. Be a regular full-time employee on the date the holiday occurs.
 - b. Work in full the regularly scheduled straight-time workday prior to and the regularly scheduled straight-time workday subsequent to the holiday. For purposes of this subsection employees on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and subsequent to the holiday.
3. A holiday for which an employee receives holiday pay and during which he/she did not work shall be considered as time worked for the purposes of this Agreement.
4. Eligible employees under these provisions shall receive eight (8) hours pay computed at their regular base straight time hourly rate.
5. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such holiday at the rate of two and one-half times the straight-time base hourly rate.
6. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.
7. Additional Leave Days. Each fiscal year of this Agreement 2000-2001, 2001-2002, 2002-2003, 2003-2004, will include paid leave days between Christmas and New Years. For pay purposes, these days will not be considered as holidays. These days will be as follows for each year:

2000- 2001	December 26, 27, 28, 29
2001-2002	December 26, 27, 28
2002-2003	December 26, 27, 30

B. Paid Vacations

1. General Provisions

- a. An employee shall not be able to use vacation hours before they are earned.
- b. Vacation credit for new employees shall accrue from the date of employment. An employee beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month.
- c. A maximum of one hundred sixty (160) earned vacation hours may be carried forward from one fiscal year to the next.
- d. If any of the paid holidays stipulated in this Agreement should occur during an employee's scheduled vacation, he/she shall receive eight additional vacation hours for each such holiday.
- e. Except for the provisions contained in Article V.B.3.b., employees who are laid off, terminated, or retired shall be paid for any unused vacation hours including those earned in the current fiscal year. All payments for vacation hours not used shall be at the base rate of pay earned at the time that the layoff, termination, or retirement occurs.
- f. All requests for vacation must be made in writing, on a "Vacation Request" form, submitted to and subject to the approval of the immediate supervisor. A copy of the "Vacation Request" form shall be sent to the Human Resources Department as soon as the supervisor approves it. Unless notified to the contrary, the Human Resources Department will assume that all vacation requested and approved has been taken.

2. Vacation Allowance

For purposes of this section, vacation hours for any month will be earned in the manner prescribed under Section B.1.b. of this Article. Any hour for which the Board compensates the employee shall be considered an hour worked. Vacation hours shall accrue according to the following schedule:

- a. Employees of the College employed up to and including two (2) years (24 months) shall earn vacation at the rate of eight (8) hours for each month employed to a maximum of ninety-six (96) hours per year.
- b. Starting with the third year of employment through the fifth year of employment (60 months), employees shall earn vacation at the rate of ten (10) hours for each month employed to a maximum of one hundred twenty (120) hours per year.
- c. Starting with the sixth year of employment through the tenth (10th) year of employment (120 months), employees shall earn vacation at the rate of twelve (12) hours for each month employed to a maximum of one hundred forty-four (144) hours per year.
- d. Starting with the eleventh year of employment through the fourteenth (14th) year of employment (168 months), employees shall earn vacation at the rate of fourteen (14) hours for each month employed to a maximum of one hundred sixty-eight (168) hours per year.
- e. Starting with the fifteenth (15th) year of employment, employees shall earn vacation at the rate of 16.67 hours for each month employed to a maximum of two hundred (200) hours per year.
- f. On July 1, each employee will be credited with vacation hours, which will be earned during the upcoming fiscal year and any vacation carryover from the previous year. If an employee leaves or is separated from his/her position for any reason, then a deduction will be made from the final paycheck for any vacation used in advance of when it is earned, and the employee shall not be entitled to pay for any vacation credited but not yet earned.

C. Leaves of Absence

1. General Provisions

It is recognized that employees are occasionally faced with unavoidable necessity to be absent on a short-term basis. It is also recognized that on these occasions when the employee is unable to meet his/her assigned duties due to illness, emergency or for other reasons, he/she will provide as much advance notice as possible to his/her immediate supervisor. It is the purpose of this Article to state an orderly and just means of providing for leaves of absence.

All leaves of absence, except for emergency illness (handled at the discretion of the supervisor involved) shall be requested by submitting a form to the administrative official designated by the President. In all instances except emergencies, approval must be obtained prior to the absences. Requests will be submitted to cover emergency absences except for illness, as soon as feasible. A statement from a physician in cases of extended illness or child bearing may be requested by the College at the employee's expense. All requests for extended leave must indicate the designated time for return to duty and are subject to approval by the administrative official designated by the President. Leaves of absence will be deducted from leave time or salary, except as otherwise stated in this Article.

Unless otherwise specifically stated in this Article, the re-employment rights of employees returning from extended leaves of absence will be dependent upon the availability of a suitable position for which the person is qualified.

It will not be considered as absence when an employee is on College business requested and approved by the College.

Leaves of Absence With Pay - General

An employee shall suffer no loss of pay during a leave of absence with pay except as limited in the following provisions.

An employee shall earn sick leave days/vacation days during a leave of absence with pay and his/her insurance benefits shall continue for the duration of the leave.

Leaves of Absence Without Pay - General

Except as specifically provided for in any of the following provisions, no payment of any kind will be made to or for an employee on any leave of absence without pay.

Except as specifically provided for in any of the following provisions, employees shall not accrue sick leave days nor vacation days while on leaves of absence without pay, nor shall they have insurance benefits continue for them for the duration of such leaves. As stated, sick leave days shall not accrue while on an unpaid leave, but unused leave days held at the start of the leave shall be reinstated upon return from the leave.

Unless prohibited by the insurance carrier, the College shall allow an employee on a leave of absence without pay to continue his/her insurance benefits through the College's insurance plan, provided the employee is responsible for all premium payments, in accordance with Article VI, D, 3, d, 1.

All requests for leaves of absence without pay shall be made in writing and submitted to the employee's immediate supervisor. These leaves shall be subject to the approval of the employee's immediate supervisor, the Divisional Dean or Director and the Director of Human Resources.

Employees wishing to return to work prior to the termination of their leave must first secure the approval of their immediate supervisor, the Divisional Dean or Director and the Director of Human Resources.

Employees on an unpaid leave of absence must notify the Board, or designee, in writing at least ten (10) working days prior to the proposed end of said leave, of their intent to return to work. Failure to notify and return to work at the termination of the leave shall constitute just cause for termination from employment.

Other Provisions

An employee returning from a child bearing or extended illness (paid or unpaid) leave of absence of ninety (90) days or less shall be returned to his/her former position. If the position has been eliminated, every attempt will be made to place the employee in a position of equal status. Re-employment of individuals returning from child bearing or extended illness (paid or unpaid) leaves of

absence of longer than ninety (90) days but less than one year will be contingent upon the availability of a position of equal status.

2. Leaves of Absence With Pay

a. Sick Leave

- 1) Ninety-six (96) sick leave hours will be granted to each employee on July 1 of each year. Sick leave hours are earned at the rate of eight (8) hours per each month of employment. If during the fiscal year, sick leave hours are used at a rate faster than they are earned, then an adjustment will be made on the final paycheck of employees who terminate.
- 2) Employees who commence work with the College will be granted eight (8) sick leave hours for each remaining month from the date of employment through the following June 30. An employee beginning work on or before the 15th of any month will be credited with eight (8) sick leave hours for that month. If work is begun on or after the 16th of the month, no credit will be given for that month.
- 3) Sick leave hours shall be used only for the following purposes:
 - the employee's illness, accident, or hospitalization; or
 - illness in the employee's immediate family (up to forty-eight (48) hours per year).

For immediate family purposes, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, grandmother, grandfather, mother-in-law and father-in-law.
- 4) Sick leave hours will not be applied to an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.

- 5) Sick leave hours shall not accumulate beyond eight hundred (800) hours. The maximum number of sick hours that may be used at any one time is the number of working hours necessary to carry the employee through the 90-day qualification period for long term disability insurance.

b. Bereavement

- 1) When a death occurs in the employee's immediate family, the employee will be excused, upon request, for a maximum of forty (40) work hours. For bereavement purposes, a member of the employee's immediate family is defined as current spouse, mother, father, mother-in law, father-in-law, son, daughter, brother, sister, grandfather and grandmother.
- 2) An employee excused from work under this subsection shall, after making written application to the Human Resources Department through his/her immediate supervisor, receive the amount of wages that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused.
- 3) Leave time, for the purpose of bereavement, will not be deducted from sick leave time.
- 4) Special circumstances may warrant deviation in granting bereavement and critical family emergencies. These deviations are subject to the approval of the Divisional Dean and the Director of Human Resources prior to the commencement of the leave.

c. Jury Duty

Leaves of absence for jury duty will be handled in accordance with Board Policy, which currently reads as follows:

A full-time employee who has been employed by Lansing Community College for at least one year and who is summoned and reports for jury duty shall be paid at his regular daily salary rate for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the College. All jury duty fees received (not including travel allowances or reimbursement for expenses) shall be turned over to the College.

The College's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

The provisions of this article are not applicable to an employee who, without being summoned, volunteers for jury duty.

d. Professional Development

Time off, with pay, may be granted for employees to attend College approved conferences, seminars and meetings. Reimbursement for related expenses will be handled on a departmental basis in line with current College regulations.

On a yearly basis, the College will provide one-half day of professional development for all Association members. Professional Development activities will be planned and developed in consultation with the Association.

3. Leaves of Absence Without Pay

a. Military Leave

1) Personnel on reserve status ordered to short-term active duty.

(a) Eligibility. Employees on active reserve status may request a military leave upon receipt of orders for annual two week training and reserve call-up due to civil disorders or emergencies.

(b) Status While on Leave. An employee may elect to use earned vacation days and receive his/her regular pay for this two-week period, or to take an unpaid military leave of absence. All College employee benefits will continue for this two-week period while an employee is on a leave of this nature.

(c) Procedure. Upon receipt of orders for active duty, the employee must submit a memo, via his/her supervisor, to the Director of Human Resources giving the inclusive dates of the

military leave, and indicating whether he/she elects to take vacation or unpaid leave for the period (see (b) above).

2) Personnel entering military service on original induction or enlistment:

(a) Eligibility. An employee entering the military service on his/her initial tour of duty may request a military leave of absence, or he/she may terminate his/her employment.

(b) Status While on Leave. Vacation leave and sick leave, which have accrued to the employee prior to entering military service, will be held in trust for the employee. When the employee returns from military service, and if he/she resumes employment with Lansing Community College, he/she will be credited with all the benefits he/she had when he/she left for the service. (No additional benefits for sick leave, vacation pay, etc. will be added while on military leave under this section.)

(c) Procedure. Upon receipt of order for active duty, an employee shall submit a memo to the Director of Human Resources, via his/her supervisor, requesting a military leave of absence from Lansing Community College. The effective date such leave is to start must be indicated.

(d) Re-employment Rights. The re-employment rights of the employee and obligations of the employer are spelled out in the Universal Military Training and Service Act.

3) Personnel on reserve status called up in war mobilization or national emergency:

a. Employees ordered to active duty under these conditions will be governed by the provision outlined in Article VI, Section C.3.a. of this Agreement.

b. Child Bearing Leave

An unpaid leave for childbearing purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made in writing to the Director of Human Resources at least ninety (90) days prior to the expected birth of the child.

c. Other Leaves

The College may grant, solely at its discretion, other unpaid leaves for a period not to exceed one (1) year if such leaves are recommended by the employee's immediate supervisor and approved by the employee's Divisional Dean/Director and the Director of Human Resources.

D. Insurance

1. General Provisions

- a. Benefits for new employees will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular full-time basis.
- b. The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.
- c. All annual open enrollment periods will be so designated by the Human Resources Department.

2. Group Life Insurance

The College will pay the necessary premiums to provide a group term life insurance policy in the amount of \$35,000, with an accidental death rider of equal amount for each full-time employee.

3. Long Term Disability

- a. The College will pay the necessary premiums to provide a long-term disability policy for each full-time employee. Said policy to provide for disability pay at 66 2/3% of monthly pay, after a 90-calendar day waiting period to a maximum of \$2,500 per month. Disability pay to continue until at least age 65 or until the employee is capable of work, whichever occurs first.
- b. Long term disability benefits will be coordinated with payments from federal social security, Michigan Public School Employees Retirement Fund and Worker's Compensation benefits.
- c. Long term disability benefits will be limited to twenty-four (24) months for those employees who are disabled due to a nervous or mental condition, or for alcohol or substance abuse.
- d.
 - 1) Unless prohibited by the insurance carrier, employees on long term disability insurance will continue to be eligible to receive hospitalization insurance coverage providing the employee continues to make payment for the employee's contribution toward health insurance premiums. The College shall continue to pay the College's portion of the health insurance premium. While the bargaining unit member is on long-term disability, for a period of one (1) year inclusive of FMLA, from the time the bargaining unit member commences the long-term disability leave.
 - 2) After one (1) year of long term disability, the bargaining unit member will continue to be eligible to receive hospitalization insurance provided the bargaining unit member is responsible for making all direct payments for the insurance premium.
- e. For employment purposes, if the employee's disability continues for a period of one (1) year or more, the employee will be considered an automatic termination from the payroll.

4. Medical Insurance

The College will pay the necessary premiums (less employee contributions to provide up to full family medical insurance for the 2000-2001, 2001-2002, 2002-2003, 2003-2004 fiscal years.

Employees will have the option of selecting Community Blue Health Plan and Physician's Health Plan through November 1, 2002. Employees will contribute 5% of the premium of the specific coverage and specific plan if selecting a health plan. (See chart.)

Employees will contribute 5% of the premium of the specific coverage and specific plan if selecting a health plan. (See chart.)

Employee 2000-2001 Premium Co-Pay Rates

	<u>PHP</u>	<u>Community Blue</u>
Single	\$13.18	\$11.40
Two Person	\$27.49	\$23.24
Family	\$30.92	\$27.92

In any subsequent year, employees will continue to pay 5% of the premium cost provided that the increase does not exceed 8%. Any increase between 8% and 12%, the College and employees will equally share the increase between 8% and 12%. Any increase above 12%, the College will be responsible for 75% and the employee will be responsible for 25% of the increase over 12%.

Employees selecting a cash payment in lieu of health insurance shall receive \$120 per month. This amount could be more if the number of employees selecting this option increases according to the attached chart. This amount will be calculated annually upon completion of open enrollment.

Amount	Additional Number Needed
\$125	13
\$130	15
\$135	17
\$140	18
\$145	20
\$150	22

\$155	24
\$160	26
\$165	28
\$170	30
\$175	32
\$180	35
\$185	37
\$190	39
\$195	42
\$200	45
\$205	47
\$210	50
\$215	53

The joint labor/management Health Care Task Force will continue to review the current health care plans and recommends any future changes.

The College and Association agree to reopen negotiations on Article VI D, no later than July 1, 2002 for the purposes of considering the Health Care Task Force medical benefits recommendations and negotiating the level of medical benefits.

5. Dental Insurance

The College will pay the necessary premiums to provide dental insurance with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year. The Board of Trustees reserves the right to name the dental insurance carrier. The Association will have the opportunity to review the dental plans being considered by the College and may submit an opinion to the Board of Trustees or their designee.

6. Vision Care Program

The College will provide full-time bargaining unit employees with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1990, No. 809-0014, to be bid out competitively. The schedule of benefits is available in the Human Resources Office.

7. Insurance Forms

The College shall provide application forms, if made available by the carrier, for enrollment in life insurance, hospitalization benefits, long term disability insurance, dental insurance, and vision care programs. The information provided on the application forms shall be the responsibility of the employee.

E. Employee Parking*

1. The College will strive to provide parking at no cost for the surface lots. An annual parking fee shall be in effect for the College parking facility.
 - a. The annual charge will be pro-rated for the parking facility.
2. The College may require parking cards, decals or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
3. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
4. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all employees who have access to the facility, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

*If the College and Association subsequently agree to the recommendations of the Parking Task Force, Appendix C, the recommended changes will be entered into a Letter of Agreement. It is intended these recommendations will supersede the language Article VI, E, 1-4.

F. Admission to Lansing Community College Courses

1. Employees will be granted tuition scholarships (excluding any fees associated with courses) for courses they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours. It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
2. Employee dependents as defined by the Internal Revenue Service for income tax purposes (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors such as facility and equipment limitations and current safety standards.
3. Courses that are approved and assigned by the supervisor (i.e., courses that directly benefit the employee's current job placement) can take place during the regularly scheduled work hours. The College will pay any tuition and/or fees for such course work.

G. Continuation of Employee Benefits

The College will continue to pay the premium for College sponsored life insurance, hospitalization (employee contributions will continue to be in effect per Article VI., Section D. Paragraph 4.a), medical, long term disability, dental and vision benefits for those employees who have been employed a minimum of three (3) consecutive years and are on an approved sick leave of absence. In no event shall this payment period exceed ninety (90) calendar days in any calendar year.

H. Degree Recognition

Bargaining unit employees who, after the effective date of this agreement, earn a certificate or degree beyond what is specified in the band and level classification of their position shall receive a one-time payment not added to base of \$400 for a certificate or \$600 for an Associates or other degree, but shall not receive payment for more than one degree. The certificate or degree must require at least 30 semester hours and must be approved as job related by the Human Resources Department.

Bargaining unit employees are responsible for notifying the Human Resources Department of their qualification and presenting the appropriate transcripts or certificates of completion. Upon verification, the payment will be made on the next regularly scheduled pay date.

I. Section 125 Plan.

1. The College shall provide an IRS Section 125 plan to allow employees to deduct an amount equivalent to the employee's contribution toward the health care premium from their salaries. Said deduction shall be applied toward payment of the employee's contribution toward the health care premium in accordance with the Section 125 plan rules.
2. If possible within the College's control, effective October 1, 1998 the College shall provide employees with the ability to make payroll deductions from salaries to pay for dependent child care or medical expenses in accordance with an IRS Section 125 plan.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.
2. An "aggrieved employee" is the employee(s) who is directly affected and therefore will make the allegation. The Association is the aggrieved when Association rights have allegedly been violated. Association grievances will commence in writing at Level III.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible.
2. Nothing contained herein will be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Supplemental Conditions

1. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum.
2. If appropriate action is not taken by the employee or the Association within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level.
3. The time limits specified may be extended by mutual agreement.
4. The grievant shall, at the request of the College or the Association, be present at all grievance meetings and hearings.
5. Either party may, at all levels of the grievance procedure, have the right to internal representation.
6. A supply of grievance forms shall be on file with the Director of Human Resources and the Association.

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

D. Procedure

1. Level One (Grievances can be settled at Level One without setting a precedent in future cases).
 - a. The employee shall discuss the complaint with his/her immediate supervisor and/or departmental chairperson within fifteen (15) working days of the event-giving rise to the grievance in an attempt to resolve the matter informally. The supervisor and/or chairperson shall render an oral decision within five (5) working days of this discussion. If the aggrieved employee is not satisfied with the oral decision, he/she shall formally file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor and/or chairperson within fifteen (15) working days of the event-giving rise to the grievance.
 - b. Within ten (10) working days of the filing date, the immediate supervisor and/or chairperson will arrange to meet with the aggrieved employee in an attempt to resolve the complaint. A written answer shall be given within ten (10) working days

after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the grievant and those persons indicated on the grievance form.

2. Level Two

- a. If the aggrieved is not satisfied with the Level One answer, or if no decision has been rendered in the time specified, a letter shall be sent within ten (10) working days thereafter by the grievant to his/her Divisional Dean, stating his/her desire to pursue the issue at Level Two. At this level the grievance or letter must be signed by both the aggrieved and the Association.
- b. Within ten (10) working days of receipt of the grievance at Level Two, the aggrieved employee or the Association representative will arrange to meet with the Dean or his/her designee to discuss the issues. A written answer will be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be sent within ten (10) working days thereafter by the aggrieved to the Director of Human Resources, stating the desire to pursue the issue at Level Three. At this level, both the aggrieved and the Association must sign the grievance or letter.
- b. Within ten (10) working days of receipt of such grievance at Level Three, the aggrieved employee or the Association representative will arrange to meet with the Director of Human Resources or his/her designee to discuss the issues. A written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section D.1.b. above.
- c. Matters involving Association grievances will be discussed with the Director of Human Resources within fifteen (15) working days from the event-giving rise to the grievance with

the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to pursue the matter further, it may then be reduced to writing. Written Association grievances initiated at this level shall be filed within fifteen (15) working days following this informal meeting with the Director of Human Resources. The time limits for the scheduled hearing and the written response will be the same as those specified in Section D.3.b. above. Copies of the answer shall be sent to the parties as in Section D.1.b. above.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, or if no decision is rendered within the timelines specified, the grievance may be submitted by the Association to arbitration by written notice given by the Association within thirty (30) days after receipt of the Level Three decision. An arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- b. The parties may enter into voluntary mediation of the grievance provided that mediation shall not delay the processing of the matter through arbitration. If a satisfactory resolution is achieved through mediation, the grievance will be withdrawn from arbitration.
- c. The power of the arbitrator shall be limited to the interpretation or application of this Agreement, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The arbitrator does not have authority to award relief for any period prior to the date, which gave, rise to the incident. The decision of the arbitrator shall be binding on all parties involved.
- d. The fees and expenses of the arbitrator will be shared equally by the College and the Association.
- e. The parties shall be responsible for the payment of witnesses called to testify in their behalf.

5. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or

as extended by mutual agreement; said agreement shall be in writing with copies submitted to both parties.

E. Grievance Hearings

Grievance hearings will be scheduled so as not to conflict with the bargaining unit member's regular assigned duties. Any bargaining unit member officially engaged in grievance hearings under the terms of this provision during regular working hours shall not suffer loss of salary.

ARTICLE VIII - AGENCY SHOP AND DUES CHECK-OFF

A. Agency Shop

Effective July 1, 1978, any member of the bargaining unit who commenced his/her employment with the College on or after September 1, 1977, and who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, pay as a service fee to the Association an amount equal to the professional dues uniformly required of members of the Association. In the event that a bargaining unit member shall not pay such professional dues or the service fee directly to the Association, or authorized payment through payroll deductions as provided in paragraph B. below, the College may cause the termination of employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge from employment, and that said service fee is herewith deemed to be the sums required to insure that non-members pay their fair share of the financial support of the Association and of the costs of obtaining and administering the benefits to be received hereunder.

B. Voluntary Check-Off

Any member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of professional dues in the Association in the amount established by the Association, or of the service fee as provided in paragraph A. above. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct one-tenth (1/10) or other designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

C. Involuntary Check-off.

In the event an Association member does not pay the required Association dues or service fee directly to the Association or through payroll deduction, the Association President may authorize such payroll deduction for said member. The Association shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees to assume the legal defense of any suit or action brought against the College regarding this section of the Agreement at its own expense. The Association further agrees to indemnify the College for any costs or damages other than unemployment compensation which may be assessed against the College as the result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the College or its agents.
2. The Association, after consideration with the College, has the right to decide whether to defend any said action or whether or not to appeal the decision to any court or other tribunal regarding the validity of said sections or the damages which may be assessed against the College by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any such suit or action.
4. The Association shall have the right to compromise or settle any claim made against the College under this section.

With respect to all sums deducted by the College pursuant to authorization of the employee, whether for professional dues or service fee, the College agrees promptly to disburse said sums to the Association.

ARTICLE IX - AGREEMENT IMPLEMENTATION

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the President of the Association and/or his/her designated representative and the Director of Human Resources and/or his/her designated representative will meet following the initial written request of either party within ten (10) working days following the date of the request to determine provision interpretation and/or remedial procedures required. These time limits may be waived by mutual agreement. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association by the President of the Association and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE X - COMPENSATION

A. Salary Schedules

Bargaining unit members shall be compensated in accordance with the appropriate step of the appropriate level of the salary schedules in Appendix F.

B. Placement on the Salary Schedule

Current bargaining unit members' initial placement on the salary schedule shall be in accordance with their full-time employment at the College (1 year = 1 step) plus one step for each full time equated year of experience both outside of and within LCC (part-time) up to a maximum of six years, (1 FTE year = 1 step). The College if necessary can waive the 6-year maximum.

C. Advancement on the Salary Schedule

1. Effective July 1, 2002, bargaining unit members shall advance one step on the salary schedule annually on July 1.
2. Beginning March 1 of 2001, new bargaining unit members hired on or after March 1 and before July 1 of any year will remain at their current salary step until July 1 following their one-year anniversary date.

D. Implementation of the Wage and Classification Study

1. Above the Appropriate Salary Schedule Step

- a. Effective July 1, 2000, a bargaining unit member whose salary is above the appropriate step in the 2000-2001 salary schedule shall receive a one percent (1%) increase in her/his 1999-2000 salary.
- b. Effective July 1, 2001, a bargaining unit member whose salary is above the appropriate step in the 2001-2002 salary schedule shall receive a one percent (1%) increase in her/his 2000-2001 salary.
- c. Effective July 1, 2002, a bargaining unit member whose salary is above the appropriate step in the 2002-2003 salary schedule shall receive a half percent (.5%) increase in her/his 2001-2002 salary.
- d. Effective July 1, 2003, a bargaining unit member whose salary is above the appropriate step in the 2003-2004 salary schedule shall receive a zero percent (0%) increase in her/his 2003-2004 salary unless the bargaining unit member is eligible for a longevity increase as set forth in F. 2. below.

2. Below the Appropriate Step:

- a. Bargaining unit members whose salaries are below the appropriate step salary in any year of the Agreement, shall receive salary increases equal to the step increase plus a fraction of the difference between their current salary and the schedule salary as stated below:

- 1) The 1999-2000 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2000-2001 salary schedule and the appropriate step on the Initial Salary Schedule plus one-quarter (1/4) of the difference between the appropriate step on the 2000-2001 salary schedule and the 1999-2000 salary.

- 2) The 2000-2001 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2001-2002 salary schedule and the appropriate step on the 2000-2001 salary schedule plus one-third (1/3) of the difference between the appropriate

step on the 2001-2002 salary schedule and the 2000-2001 salary.

3) The 2001-2002 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2002-2003 salary schedule and the appropriate step on the 2001-2002 salary schedule plus two-fifths (2/5) of the difference between the appropriate step on the 2002-2003 salary schedule and the 2001-2002 salary.

4) The 2002-2003 salary shall be increased by a dollar amount equal to the difference between the appropriate step on the 2003-2004 salary schedule and the 2002-2003 salary.

- b. Bargaining unit members whose salaries are \$700 or less below the appropriate step in any given year after the adjustment in section a above shall be advanced to the appropriate step on the salary schedule for that year.

E. Longevity

Effective July 1, 2003, bargaining unit members who have been at step 15 for the life of the Agreement shall receive a 2003-2004 salary equal to step 15 of the 2003-2004 salary schedule plus a longevity increase of \$500 added to base.

Bargaining unit members whose salaries are above step 15 and who have been at step 15 for the life of the Agreement shall receive a 2003-2004 salary equal to their 2002-2003 salary plus a longevity increase of \$500 added to base.

F. Hiring Range

- 1. For each year of the Agreement, new employees will be hired and placed on the salary schedule as follows:
 - 0-3 years related experience hired in at Step One.
 - 3-5 years related experience hired in at Step Two.
 - Greater than 5 years related experience hired in at Step Three

If circumstances indicate a need to deviate from the previously mentioned range, a representative of the Human Resources Department will meet with a representative designated by the Association to discuss the reason(s)

necessitating a deviation from the established hiring range. Such discussions shall be held prior to making a formal offer of employment to the prospective employee.

2. Beginning March 1 of 2001, new bargaining unit member hired on or after March 1 and before July 1 of any year will remain at their current salary step until July 1 following their one-year anniversary date.

ARTICLE XI - DECLARATION OF GOOD FAITH

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the continuous and uninterrupted operation of the instructional program during the normal school year. The Association, therefore, agrees that there shall be no interruption of these services, by its officers, representatives or members, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or engage in unlawful picketing of the College's premises. The Association further agrees that there shall be no strikes, boycotts, sit-downs, slow-downs, stay-ins, stoppages of work or other acts that interfere with the services of the College.

Violations of the foregoing may be made the subject of disciplinary action or discharge from employment, as to the employees, and/or exercise of any legal right or remedy as to the Association.

ARTICLE XII - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XIII - AGREEMENT SAVINGS

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall commence July 1, 2000, and shall continue in full force and effect until midnight June 30, 2004, when it shall terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Upon mutual agreement of the parties, this contract may be amended or modified at any time during this term.

FOR THE BOARD OF TRUSTEES FOR THE UNION

/Brian C. Jeffries
Chair, LCC Board of Trustees

/Terry Wellman
President, LCC Chapter, ESP

/Mark H. Canady
Secretary, LCC Board of Trustees

/Tom Ferris
MEA Representative

APPENDIX A

FAMILY AND MEDICAL LEAVE ACT REGULATIONS

These regulations are promulgated in accordance with the College's Board Policy regarding its commitment to comply with the Family and Medical Leave Act of 1993 (FMLA), and any terms used herein will be as defined in the Act. To the extent that any provision is in violation of the Act, the language of the Act will prevail. The FMLA provisions do not impair any rights granted under any provisions of the collective bargaining agreement between the parties.

1. **Eligibility.** A bargaining-unit member is eligible, for a FMLA leave if he/she has been employed by the College for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately preceding the member's request for leave or the date on which the leave commences, whichever comes first.
2. **Purpose.** An eligible bargaining-unit member (hereinafter referred to as "member" in this policy), upon request, will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve month period from July 1 to June 30 for one or more of the following events:
 - a. for the birth of a son or daughter of the member and to care for such child;
 - b. for the placement of a child with the member for adoption or foster care;
 - c. to care for a spouse, child, or parent who has a serious health condition;
 - d. for the serious health condition of the member, which renders him/her unable, to perform the functions of the member's position.

FMLA grants of leave do not accumulate from year-to-year.

3. **Benefits.** The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided however, that nothing in this sentence shall be construed to entitle any member who returns from leave to the accrual of any seniority or employment benefits during the period of the leave or to any right, benefit, or position other than that to which the member would have been entitled had the member not taken the leave.
4. **Return to Position.** Members who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the College to the position of employment held by the member

when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

5. **Health Benefits.** During the period of a FMLA, the College shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions of the coverage, which would have been provided if the member had continued in employment for the duration of the leave. The College shall have the right to recover the premiums paid for maintaining coverage for the member under such group health plan during the period of a FMLA leave if the member fails to return to work for reasons other than the continuation, recovering from or onset of a serious health condition entitling the member to leave under Section 2c or 2d above, or other circumstances beyond the member's control. In this situation, the College may require certification of inability to return to work as specified and allowed by the FMLA.
6. **Relationship to Paid Leave.** A member may elect to substitute any accrued vacation leave, personal leave, or family leave for any part of the twelve (12) week period of leaves taken pursuant to Section 2a, 2b or 2c above. A member may be required to substitute any accrued or available paid medical or sick leave for part or all of the twelve (12) week period of leave under Section 2d above, with any remainder of the twelve (12) week period to be unpaid.
7. **Birth Year.** An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve-month period, which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month "birth year". For example, a bargaining-unit member who requests a leave at the start of the eleventh month [of the twelve (12) month birth year counted from the date of birth or placement] is entitled to only eight (8) workweeks of unpaid leave (months 11 and 12). Upon request of the bargaining unit member, the College may approve further unpaid leave, as provided for in Article VI, Section C, paragraph 3 of the collective bargaining agreement.
8. **Spouses Employed.** Spouses, both of whom are employed by the College, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of the child for adoption or foster care, or for the care of a parent with a serious health condition. However, each member may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.

9. **Notification of Birth.** An eligible member who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the College, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the member must provide as much written notice as is practicable under the circumstances.
10. **Notification of Medical Treatment.** An eligible member who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, child, or parent should notify, in writing, the College as soon as possible so that the absence can be scheduled at a time least disruptive to the College's operations. Such a member must also give at least thirty (30) calendar days written notice, unless impractical, in which case the member must provide as much written notice as circumstances permit.
11. **Health Provider's Statement.** If the requested leave is to care for a spouse, child, or parent who has a serious health condition, the member may be required to file with the College in a timely manner a health care provider's statement that the member is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the member is needed for such care.
12. **Intermittent Leave.** A leave taken under 2a or 2b above shall not be taken intermittently or on a reduced leave schedule unless the College and the member agree otherwise. Subject to the limitations and certifications allowed by the FMLA, other FMLA leaves may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the College may require the member to transfer temporarily to an available alternative position offered by the College for which the member is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave than the member's regular position.
13. **Inform the College.** A member on an approved FMLA leave should keep the College informed regarding his/her intent to return to work upon conclusion of the leave.
14. **Opinion Verification.** In any case in which the College has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Section 2c or 2d above, the College may, at its expense, require a second opinion. If the second opinion differs from the first, a third opinion from a health care provider mutually acceptable to the College and

the Association will be provided at the College's expense. The opinion of the third health care provider will be final.

APPENDIX B
LANSING COMMUNITY COLLEGE
ESP GRIEVANCE FORM

SUBMITTED AT LEVEL _____ GRIEVANCE # _____ OF 20__

1. Date of Alleged Occurrence

2. Cite the Agreement Article(s) and/or Section(s) Alleged to Have Been Violated

3. Statement of Grievance

4. Remedy Sought

Submitted by

Position

Date

Copies to: ESP Grievance Chairperson, ESP President, Director of Human Resources, President of Lansing Community College, Grievant's Dean/Director, Grievant's Immediate Supervisor

IMPORTANT: The time limits specified in the Master Agreement must be adhered to.

APPENDIX C

LETTER OF AGREEMENT

Parking Task Force

The College and Association agree to participate in a joint labor/management Parking Task Force.

The Parking Task Force will be charged with making recommendations to the College on fair and reasonable parking alternatives. The recommendation(s) will be developed through investigating parking alternatives, including but not limited to car pooling, shuttle buses, parking contributions based on "convenience" of parking in all College owned and/or leased parking areas.

The College and Association goal is to reach a letter of agreement on parking benefits by June 30, 2001.

Appendix D

Salary Schedules

INITIAL SALARY SCHEDULE

	LEVEL 1	2	3	4	5	6
STEP 1	\$18,480	\$20,640	\$23,280	\$26,320	\$30,080	\$34,400
2	\$19,312	\$21,569	\$24,328	\$27,504	\$31,434	\$35,948
3	\$20,181	\$22,539	\$25,422	\$28,742	\$32,848	\$37,566
4	\$21,089	\$23,554	\$26,566	\$30,035	\$34,326	\$39,256
5	\$22,038	\$24,614	\$27,762	\$31,387	\$35,871	\$41,023
6	\$23,100	\$25,800	\$29,100	\$32,900	\$37,600	\$43,000
7	\$23,562	\$26,316	\$29,682	\$33,558	\$38,352	\$43,860
8	\$24,033	\$26,842	\$30,276	\$34,229	\$39,119	\$44,737
9	\$24,514	\$27,379	\$30,881	\$34,914	\$39,901	\$45,632
10	\$24,759	\$27,653	\$31,190	\$35,263	\$40,300	\$46,088
11	\$25,007	\$27,929	\$31,502	\$35,616	\$40,703	\$46,549
12	\$25,257	\$28,209	\$31,817	\$35,972	\$41,110	\$47,015
13	\$25,509	\$28,491	\$32,135	\$36,331	\$41,522	\$47,485
14	\$25,764	\$28,776	\$32,456	\$36,695	\$41,937	\$47,960
15	\$26,022	\$29,064	\$32,781	\$37,062	\$42,356	\$48,439

APPENDIX D
 Year-1 Salary Schedule
 2000-2001

	LEVEL 1	2	3	4	5	6
STEP 1	\$18,665	\$20,846	\$23,513	\$26,583	\$30,381	\$34,744
2	\$19,505	\$21,784	\$24,571	\$27,779	\$31,748	\$36,307
3	\$20,382	\$22,765	\$25,677	\$29,030	\$33,177	\$37,941
4	\$21,300	\$23,789	\$26,832	\$30,336	\$34,670	\$39,649
5	\$22,258	\$24,860	\$28,039	\$31,701	\$36,230	\$41,433
6	\$23,331	\$26,058	\$29,391	\$33,229	\$37,976	\$43,430
7	\$23,798	\$26,579	\$29,979	\$33,894	\$38,736	\$44,299
8	\$24,274	\$27,111	\$30,578	\$34,571	\$39,510	\$45,185
9	\$24,759	\$27,653	\$31,190	\$35,263	\$40,300	\$46,088
10	\$25,007	\$27,929	\$31,502	\$35,616	\$40,703	\$46,549
11	\$25,257	\$28,209	\$31,817	\$35,972	\$41,110	\$47,015
12	\$25,509	\$28,491	\$32,135	\$36,331	\$41,522	\$47,485
13	\$25,764	\$28,776	\$32,456	\$36,695	\$41,937	\$47,960
14	\$26,022	\$29,064	\$32,781	\$37,062	\$42,356	\$48,439
15	\$26,282	\$29,354	\$33,109	\$37,432	\$42,780	\$48,924

APPENDIX D
 Year-2 Salary Schedule
 2001-2002

	LEVEL 1	2	3	4	5	6
STEP 1	\$18,851	\$21,055	\$23,748	\$26,849	\$30,685	\$35,091
2	\$19,700	\$22,002	\$24,817	\$28,057	\$32,065	\$36,671
3	\$20,586	\$22,992	\$25,933	\$29,320	\$33,508	\$38,321
4	\$21,513	\$24,027	\$27,100	\$30,639	\$35,016	\$40,045
5	\$22,481	\$25,108	\$28,320	\$32,018	\$36,592	\$41,847
6	\$23,564	\$26,319	\$29,685	\$33,561	\$38,356	\$43,864
7	\$24,036	\$26,845	\$30,279	\$34,233	\$39,123	\$44,742
8	\$24,516	\$27,382	\$30,884	\$34,917	\$39,905	\$45,636
9	\$25,007	\$27,929	\$31,502	\$35,616	\$40,703	\$46,549
10	\$25,257	\$28,209	\$31,817	\$35,972	\$41,110	\$47,015
11	\$25,509	\$28,491	\$32,135	\$36,331	\$41,522	\$47,485
12	\$25,764	\$28,776	\$32,456	\$36,695	\$41,937	\$47,960
13	\$26,022	\$29,064	\$32,781	\$37,062	\$42,356	\$48,439
14	\$26,282	\$29,354	\$33,109	\$37,432	\$42,780	\$48,924
15	\$26,545	\$29,648	\$33,440	\$37,807	\$43,208	\$49,413

APPENDIX D
 Year-3 Salary Schedule
 2002-2003

	Level 1	2	3	4	5	6
Step 1	\$19,040	\$21,265	\$23,985	\$27,118	\$30,991	\$35,442
2	\$19,897	\$22,222	\$25,065	\$28,338	\$32,386	\$37,037
3	\$20,792	\$23,222	\$26,193	\$29,613	\$33,843	\$38,704
4	\$21,728	\$24,267	\$27,371	\$30,946	\$35,366	\$40,446
5	\$22,706	\$25,359	\$28,603	\$32,338	\$36,958	\$42,266
6	\$23,800	\$26,582	\$29,982	\$33,897	\$38,739	\$44,303
7	\$24,276	\$27,113	\$30,581	\$34,575	\$39,514	\$45,189
8	\$24,761	\$27,656	\$31,193	\$35,266	\$40,304	\$46,093
9	\$25,257	\$28,209	\$31,817	\$35,972	\$41,110	\$47,015
10	\$25,509	\$28,491	\$32,135	\$36,331	\$41,522	\$47,485
11	\$25,764	\$28,776	\$32,456	\$36,695	\$41,937	\$47,960
12	\$26,022	\$29,064	\$32,781	\$37,062	\$42,356	\$48,439
13	\$26,282	\$29,354	\$33,109	\$37,432	\$42,780	\$48,924
14	\$26,545	\$29,648	\$33,440	\$37,807	\$43,208	\$49,413
15	\$26,810	\$29,944	\$33,774	\$38,185	\$43,640	\$49,907

APPENDIX D
 Year-4 Salary Schedule
 2003-2004

	LEVEL 1	2	3	4	5	6
STEP 1	\$19,326	\$21,584	\$24,345	\$27,524	\$31,456	\$35,974
2	\$20,195	\$22,556	\$25,441	\$28,763	\$32,872	\$37,593
3	\$21,104	\$23,571	\$26,586	\$30,057	\$34,351	\$39,284
4	\$22,054	\$24,631	\$27,782	\$31,410	\$35,897	\$41,052
5	\$23,046	\$25,740	\$29,032	\$32,823	\$37,512	\$42,900
6	\$24,157	\$26,980	\$30,431	\$34,405	\$39,320	\$44,967
7	\$24,640	\$27,520	\$31,040	\$35,093	\$40,107	\$45,867
8	\$25,133	\$28,071	\$31,661	\$35,795	\$40,909	\$46,784
9	\$25,636	\$28,632	\$32,294	\$36,511	\$41,727	\$47,720
10	\$25,892	\$28,918	\$32,617	\$36,876	\$42,144	\$48,197
11	\$26,151	\$29,207	\$32,943	\$37,245	\$42,566	\$48,679
12	\$26,412	\$29,499	\$33,273	\$37,618	\$42,992	\$49,166
13	\$26,676	\$29,794	\$33,605	\$37,994	\$43,421	\$49,657
14	\$26,943	\$30,092	\$33,941	\$38,374	\$43,856	\$50,154
15	\$27,213	\$30,393	\$34,281	\$38,757	\$44,294	\$50,656

APPENDIX E
STAFF DEVELOPMENT PLAN
LANSING COMMUNITY COLLEGE
DATA PROFILE UPDATE
Personal Information

Step-I

Name:

Social Security # - -

Position:

Address:

Department:

City: Zip:

Division:

Phone:

Emergency Contact:

Unlisted ? Yes No

Relationship:

Phone:

Job Description

Job Description Reviewed Revisions: Yes No

Attached revised description sent to Divisional HR Director on Date:

New Employee Required Training: (indicate month & year)

Orientation Date:

Sexual Harassment Date:

Annual OSHA Update Date:

Training based on job responsibilities: (provide month & year)

Banner

Telephone Date:

Finance Date:

Lotus Notes Date:

Student Date:

Network Date:

HR Date:

Required professional license/certification Title: Effective/Renewal Date:

Indicate professional training you want to request: _____

Manager/Supervisor Signature/Date

Employee Signature/Date

Send to your Divisional HR Director when completed.

APPENDIX E
Staff Development Plan

Step II - Complete the Staff Development Plan

Name:	Department:
Period - Title:	Time in Current Position

Primary Job Skills to Develop (Individual/Team - related to job description)
Leadership/Management Skills to Develop
Strategic Goals or Special Initiatives
Personal & Professional Development:

Step III - Developing Supervisor Support for Objectives

Supervisor Support:

Mid-year Discussion Date: _____

Employee Name: _____ Review Period: from _____ to _____

Step IV - Mid-year Discussion

Comments:

Year-end Discussion Date: _____

Step V - Year-end Discussion

Comments:

Employee Comments:

Step VI - Developing an Action Plan

We have agreed on the following Action Plan:

Is there anything to document from the previous staff development plan?

Signatures

Supervisor: _____ Date: _____

Employee: _____ Date: _____

LANSING COMMUNITY COLLEGE
 Staff Development Plan
 Action Plan

Name			Date:	
Supervisor:			DIV/Department:	
ACTION	PURGED RESPONSIBILITIES	RESOURCES AND SUPPORT	TARGET COMPLETION DATE	OUTCOMES AND RESULTS

APPENDIX F

LANSING COMMUNITY COLLEGE
HUMAN RESOURCES DEPARTMENT

RECLASSIFICATION REQUEST

Name:
Job Title:
Department:
Division:

Check the appropriate box(es) identifying the purpose for this reclassification:

Position Band and/or Position Level

Describe in detail the specific responsibilities/tasks that related to Inputs,
Processes and/or Outputs that support your request.

Inputs:

Processes:

Outputs:

Employee
Signature _____ Date _____

Note: This page must be submitted with the completed Supervisor and Division
Cabinet Member's recommendation on Page 2.
Lansing Community College

**Supervisor and Division Cabinet Member's Recommendation
For Reclassification**

Employee Name:

Supervisor completing recommendation:

Recommendation:

Supervisor's
Signature _____ Date _____

Note: A signed job description must accompany this form. This form and the signed job description must be forwarded to your Division HR Director.

Cabinet Member completing recommendation:

Recommendation:

Cabinet Member's
Signature _____ Date _____



