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6/30/2001

AGREEMENT

Between

**KELLOGG COMMUNITY COLLEGE
BOARD OF TRUSTEES**

And

**KELLOGG COMMUNITY COLLEGE
SUPPORT STAFF
ASSOCIATION, MEA/NEA**

1999-2001

Kellogg Community College

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PREAMBLE

AGREEMENT BETWEEN THE

KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF ASSOCIATION, MEA/NEA

This Agreement is entered into this 1st day of July, 1999 by and between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board," and the Kellogg Community College Support Staff Association, MEA/NEA, hereinafter called "The Association."

WITNESSETH

Whereas, the parties have a mutual statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms, and conditions of employment and whereas, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1 Recognition

Section 1: The Board recognizes the Association as the sole and exclusive bargaining agent for:

All full-time and regular part-time secretaries, bookkeepers, clerks, stenographers, library assistants, and other office clerical personnel, paraprofessionals, technicians, staff assistants and other employees, but excluding administrative personnel, supervisors, secretary to the president, secretary to the personnel officer, secretary to the vice president for student services, secretary to the vice president for instruction, and one secretary to the vice president for community services and the vice president for administration and finance.

Section 2: The terms "personnel" and/or "employee(s)" as hereinafter used in this Agreement shall include and be limited to all those individuals as described in Section 1 above.

Article 2 Board Rights

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Michigan and/or the United States including, but without limiting the foregoing, the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Article 3 Association Rights

Section 1: The Association, as the exclusive bargaining representative of the support staff employees, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted or the Constitutions of Michigan and the United States.

Section 2: A. An employee who voluntarily submits an authorization of dues deduction shall continue membership in the Association until such authorization is revoked in writing by the employee in accordance with the regulations of the Michigan Education Association. Said revocation must be delivered to the Association with a copy to the Compensation Office between August 1 and August 31 of the year it is to take effect.

B. An employee shall tender dues or service representation fees by signing the Authorization for Check-off of Dues or Fees form. This form is available from any Association officer. The original signed card will be sent to the Compensation Office with a copy sent to the Association President.

C. During the life of this Agreement, and in accordance with the terms of A. above, the Board will deduct Association membership dues or fees levied in accordance with the Constitution of the Association from the pay of each employee who executes or has executed the Authorization for Check-off of Dues or Fees form submitted by the Association and on file with the Board.

- D. Check-off deductions shall become effective at the time the application is signed by the employee and shall be deducted twice each month during the months of September through June for no more than twenty (20) pay periods. Deductions shall be made in as nearly equal amounts as is possible.
- E. All deductions of dues or fees for any calendar month shall be remitted to the designated financial officer of the Association with a list from whom dues or fees have been deducted prior to the tenth (10th) day of the following month.
- F. In cases where a deduction is made that duplicates a payment that an employee has made to the Association, or where a deduction is not in conformity with the provisions of the Constitution of the Association or terms of this Agreement, refunds to the employee will be made by the Association.
- G. The Board shall not be liable to the Association by reason of the requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- H. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Section of the Agreement.

Section 3: The Board shall notify the Association President, in writing, of any change in employment status of any member of the bargaining unit.

Section 4: The Board shall give the Association President, in writing, the name of a new hire into the bargaining unit and the salary. A copy of the job description of a new hire shall be provided, within ten (10) days of employment, if the job description is changed.

Section 5: The Association shall have the right to use College buildings, if available, after working hours and for evening meetings, without cost, subject to the rules and regulations governing such use.

Article 4 Concerted Action Prohibition

Section 1: The Association and/or individual bargaining unit members shall not engage in or encourage concerted action of any type against the Board during the life of this Agreement.

Section 2: Should another organization within the College district sponsor picketing or striking, the Association and/or its individual members agree to report to work providing their persons and/or property are not in danger of physical violence

Article 5 Hours of Work

Section 1: The normal workday shall be eight (8) consecutive hours per day

Section 2: The normal work week shall be forty (40) hours per week.

Section 3: A part-time employee may have his/her time arranged by the immediate supervisor.

Section 4: The Board reserves the right to determine hours of work for newly created and vacated positions. All existing positions shall continue the existing workday.

Section 5: The workday for the following time periods shall be shortened by thirty (30) minutes to be applied to the beginning or the end of the normal workday with the approval of the supervisor. A part-time employee shall have a pro-rata amount.

1999-2000

July 1, 1999 through August 21, 1999
April 3, 2000 through April 7, 2000
May 12, 2000 through June 30, 2000

2000-2001

July 1, 2000 through August 19, 2000
January 3, 2001 through January 6, 2001
April 2, 2001 through April 7, 2001
May 18, 2001 through June 30, 2001

Section 6: Each full-time employee shall have a fifteen (15) minute relief period in the morning and a fifteen (15) minute relief period in the afternoon. A part-time employee shall have a pro-rata amount.

Section 7: Employees are to report for work unless the site to which they are assigned is closed. Sites are to be considered open unless confirmed otherwise by calling the main switchboard.

Section 8: If an employee is requested to report for work when the site to which he/she is assigned is closed, he/she shall elect to be compensated either by compensatory time off or by one and one half (1 1/2) times the employee's regular rate of pay for the time worked.

Article 6 Vacancies and Promotions

Section 1: A. Whenever a vacancy or other special opportunity within the bargaining unit occurs, the Board shall post the vacancy or special position internally before outside applicants are allowed to apply. Such posting shall include the requirements of the position. Five (5) workdays will be allowed for an employee to apply, in writing, for such position.

B. A copy of all postings of vacancies within the College will be sent to the Association President.

C. The Administration agrees to review each current employee's application on the basis of his/her qualifications including ability, aptitude, general fitness, service, and past performance. An interview with a bargaining unit employee for a posted position shall be arranged during work time, if at all possible, and shall not cause a loss of salary for the affected employee. It is understood that all interviews will take place, when possible, during the last ten (10) days before the current employee in the position vacates the position.

- D. In the event an applicant is denied the promotion or transfer, the reason for the Administration's decision will, upon the employee's written request, be given in writing within ten (10) work days of the receipt of the request.

Section 2: A. The College is permitted to temporarily fill a vacancy until it has time to send out notices, have interviews and hire an applicant for the vacancy.

- B. An employee who is assigned, in writing, to work temporarily in a higher classification for ten (10) consecutive days or longer, will be paid the rate of the higher classification.

Section 3: All qualified bargaining unit applicants for posted positions within the unit will be given first consideration for such positions. All employees are encouraged to train and prepare for promotional opportunities.

Section 4: If an employee is transferred to a position excluded from the bargaining unit, he/she will continue to accumulate seniority while working in the position to which he/she was transferred for a period not to exceed one (1) year. An employee who is transferred back into the unit, within one (1) year from the date of the transfer, retains all seniority rights for the purpose of any benefits provided for in this Agreement. An employee so transferred back into the unit after the one (1) year period will lose all accumulated seniority within the bargaining unit except as it pertains to benefits provided by the Administration.

Section 5: Testing will not be required of an employee moving within the same classification unless the position being sought requires SIGNIFICANTLY different job skills. An employee moving from one classification to another may be required to be tested.

Section 6: An employee is not eligible to bid on any vacant position outside their department (Cost Center) for a period of nine (9) months from the date of their appointment to their then current position. If no significant training is required the nine (9) month period is waived.

Article 7 Lay-Off and Recall

Section 1: A. The term "lay-off" means a reduction in the work force necessitated by economic conditions or a decrease in work.

- B. In the event that economic conditions or a reduction of available work results in the need to reduce staff and employees, the College shall give preference to employees having the greatest amount of seniority on a bargaining unit-wide basis with the displacement of the employee with the least amount of seniority, providing that ability and qualifications are equal. Only full time unit members may bump into full time positions. Only part time unit members may bump into part time positions. In order for a unit member to bump into a position they must possess the minimum qualifications and have the ability to perform the work adequately with a minimum of instruction or training. Temporary and probationary employees shall be released before seniority employees.

- C. The Administration will meet with the proper Association representatives at least two (2) weeks prior to the anticipated date of the layoff. At such meeting, the Administration will submit a list of the employees scheduled for lay off. Said list shall show the names, seniority dates, job titles, and work locations. If the

Association challenges the result of the Administration's decision regarding the employees to be laid off, the matter shall become a proper subject for the grievance procedure. A grievance filed under this section shall be submitted at the final step.

- D. It is the responsibility of each person laid off to notify, in writing, the office of the person responsible for support staff personnel of his/her desire to be notified of all vacancies, in writing, for a period of not more than one (1) year. A copy of the notification shall also be sent to the Association President.
- E. An employee placed on lay off shall receive all pay due him/her for work performed prior to and including the day of lay off, plus earned vacation time.
- F. An employee will be notified of lay off at least twelve (12) calendar days in advance.

- Section 2:
- A. If any of the positions reopen or are reactivated within the individual's area of responsibility, employees on lay off shall be recalled in the reverse order in which they were laid off; i.e., highest seniority employees will be recalled first.
 - B. An employee being recalled from lay off will be sent a notice of recall by certified mail Return Receipt Requested. If the employee fails to accept the recall in writing within ten (10) calendar days from the date of the receipt of notice of recall, he/she shall be considered a quit.

Article 8 Discipline, Suspension and Discharge

- Section 1: With the exception of misconduct, multiple problems or deficiencies, emergency situations or situations of a sensitive nature which may be cause for more serious or immediate disciplinary action or dismissal, a non-probationary employee whose employment is terminated will normally have been through the following steps:

Step One

A discussion will be held in a private setting with the employee and his/her immediate supervisor. This discussion will be noted, in writing, in the employee's personnel file. The employee, at his/her option, may be accompanied by a representative of the Association at such meeting.

Step Two

If there is little or no improvement after the discussion in Step One, a written reprimand shall be given. The reprimand will be completed by the person responsible for support staff personnel, or his/her designee, in the employee's presence. The employee may read and discuss the reprimand and may comment in writing.

Step Three

If there is no marked improvement after the written reprimand in Step Two, the employee may be suspended, without pay, for up to five (5) consecutive work days. A written record of the suspension shall be completed by the person

responsible for support staff personnel, or his/her designee, and placed in the employee's personnel file.

Step Four

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

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

Section 2: Should the disciplined, suspended or discharged employee consider the discipline, suspension or discharge to be improper, a grievance shall be submitted at the second or third step of grievance procedure as is appropriate.

Article 9 Seniority

Section 1: Seniority for a bargaining unit member shall begin on the first day of employment in a permanent regular bargaining unit position.

Section 2: Seniority shall terminate when:

1. the employee resigns
2. the employee dies
3. the employee is discharged for cause
4. the employee fails to complete the probationary period

Section 3: An employee shall be considered probationary for the first ninety (90) calendar days of employment. Interruptions in employees' work schedule such as summer vacation, winter break, spring break or any unpaid leave of absence will not count towards probationary time.

Section 4: If employees haven't completed their probationary period prior to July 1, they will advance to the next step on the salary schedule on the first workday after such completion.

Section 5: A seniority list shall be provided by the College upon written request from the Association President. The seniority list shall include the employee's name, seniority date, and classification.

Article 10 Temporary Employees

Section 1: A short-term vacancy caused by an employee being on vacation, sick leave, personal leave, jury duty, etc. may be filled by a temporary employee who may fill the temporary vacancy for the duration of the employee's absence.

Section 2: The College may hire a temporary employee for a special, short-term project and/or during the peak work periods. A temporary employee is not covered by the terms of this Agreement.

Section 3: In no case will a temporary employee be used to circumvent the hiring of a regular employee.

Section 4: A temporary employee may be hired for up to one hundred eighty (180) calendar days, with an explanation for such employment to be provided to the Association President.

Article 11 Termination of Employment

Section 1: An employee terminating employment must give ten (10) working days advance written notice, excluding vacation, to the person responsible for support staff personnel.

Section 2: If an employee fails to provide notice, as stated in Section 1 above, he/she shall forfeit any and all vacation credit and other fringe benefits.

Article 12 Special Conference Committee

Section 1: The main function of this Committee is to confer on matters pertaining to the employees as they relate to wages, hours and working conditions as outlined in this Agreement. Special conferences will be arranged between the Association President, or his/her designee, and the person responsible for support staff personnel, or his/her designee, upon the request of either party. The Association President and the person responsible for support staff personnel may each include one other person if desired. If the matter concerns a specific employee, that employee will be permitted to participate in the conference.

Section 2: Arrangements for such conferences are to be made in advance and an agenda of the matter(s) to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Each meeting shall be scheduled within five (5) working days of such request unless waived by mutual consent.

Section 3: Conferences shall be held between the hours of 9 00 a m and 4 00 p m. An employee shall not lose time or pay for time spent in such conferences.

Article 13 Grievance Procedure

Section 1: A. A grievance is defined as an alleged violation of the terms of this Agreement with respect to wages, hours and working conditions.

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

Section 2: The purpose of this procedure is to secure equitable solutions to grievances which may arise from time to time.

Section 3: A. Step 1: Informal

An employee or group of employees or the Association, hereinafter referred to as the "grievant," who believes there is a basis for a grievance shall first discuss it with his/her immediate supervisor or the person responsible for support staff personnel within ten (10) days of the alleged violation with the objective of resolving the grievance informally. A decision by the involved administrator shall be rendered within five (5) days after the discussion.

B. Step 2: Written

1. If the grievant is not satisfied with the decision at Step 1, the grievant may file a written grievance with the person responsible for support staff personnel within eight (8) days of the receipt of the decision from Step 1. The grievance shall state the Article(s) and Section(s) of this Agreement believed violated and the specific relief requested.
2. Within five (5) days of the receipt of the written grievance, the person responsible for support staff personnel, or his/her designee, shall meet with the grievant in an effort to resolve the grievance. A written decision shall be rendered within five (5) days after the meeting.

C. Step 3

1. If the grievant is not satisfied with the disposition of the grievance or if no written decision has been rendered within five (5) days of the meeting in Step 2, the grievant may forward the grievance to the President of the College. The grievance must be forwarded within ten (10) days of the Step 2 meeting and must include the written grievance with all materials submitted in the previous step of the grievance procedure.
2. The President, or his/her designee, shall meet with the grievant within five (5) days after receipt of the written grievance. A decision shall be issued to the grievant within ten (10) days after the meeting.

D. Step 4

If the President's decision is not acceptable, the grievant and the Association may request mediation, as provided by law, within thirty (30) calendar days after receipt of the decision.

E. Step 5

If the grievant and the Association do not agree with the results of mediation they may appeal, through the President of the College, to the Board of Trustees within five (5) days of the final mediation session. The President shall send to the Board of Trustees and the Association President copies of material submitted in the previous steps of the grievance procedure. The decision of the Board of Trustees shall be issued to the grievant within thirty (30) days of the receipt of the written request for decision.

F. Step 6

1. If the Association is not satisfied with the Step 5 decision, it may request that the matter be submitted to arbitration. Said request shall be made within ten (10) days of receipt of the Step 5 decision and the Board must consent in order to submit the matter to arbitration.
2. The Board and the Association shall select an arbitrator within seven (7) days after consent has been given. If the parties fail to agree on an arbitrator, then an arbitrator will be selected by the American Arbitration Association in accordance with their rules and regulations.
3. The arbitrator shall conduct the arbitration in accordance with the rules and regulations of the American Arbitration Association.
4. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.
6. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

- Section 4:
- A. No reprisals of any kind shall be taken by either party, the Association or the Administration, any member of the committee or any other participant in the grievance process against any participant in the grievance process.
 - B. A grievance may be withdrawn at any level without prejudice of record.
 - C. A grievance meeting shall be allowed on College time without loss of pay.
 - D. The time limit of a grievance may be extended by written mutual agreement between the parties.
 - E. A representative of the Association may be present at a grievance hearing if requested by the Association.

Article 14 Leaves of Absence

Section 1: Sick Leave

- A. Each employee earns 8 hours sick leave allowance for each full month, or major portion thereof, he/she is actively performing his/her job responsibilities. Unused sick leave allowance shall accumulate to a maximum of one thousand five hundred and twenty (1,520) hours and be designated as "accumulated sick leave allowance."

- B. An employee who regularly works less than full-time shall accumulate sick leave at the established rate, prorated according to the average number of hours or months worked. The maximum accumulation of hours will also be prorated.
- C. Sick leave shall be available for the following purposes:
 - 1. Personal illness or quarantine
 - 2. Serious illness or injury to spouse, child, or parent living in the same household
 - 3. Up to forty hours (40) sick leave may be used annually for serious illness or injury to a child or parent not living in the same household. The maximum limit is prorated if less than full-time.
 - 4. Childbearing, with a physician's statement normally determining the period of the leave
- D. Sick leave may be used in increments of full hours only unless the employee is using a complete day and his/her day includes increments of less than a full hour.
- E. An employee on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.
- F. In the event that an employee has used all his/her accumulated sick leave and is unable to report for work, he/she may be placed on a leave of absence without pay under Section 2 if he/she submits a request in writing not later than five (5) work days after the accumulated sick leave has been exhausted.
- G. An employee who is laid off has available any unused accumulated sick leave previously earned, effective at the time of recall.
- H. An employee who is absent because of an injury or disease, compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her contractual salary for a period not to exceed one (1) year with no subtraction from accumulated sick leave.
- I. If an absence of three (3) or more days occurs that is chargeable to sick leave, the Board may ask for a physician's statement attesting to the illness. If the illness is of a serious or contagious nature, a certificate from the physician certifying recovery may be required prior to the employee's return to work.

Section 2: Leaves of Absence Without Pay

- A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.
- B. For persons not qualifying under A. above, or in addition to the above referenced leaves, after two (2) years of service with the College, leaves of absences for reasonable periods not to exceed one (1) year shall be granted, without pay, for:
 - 1. Illness (mental or physical) which must be certified by an attending physician and the leave of absence must be recommended by him/her.

2. Prolonged illness of the spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making his/her home in the employee's household.
 3. Child rearing, provided that the College is provided with at least thirty (30) days prior written notice. Extenuating circumstances may allow a waiver of the two (2) years of service.
- C. After two (2) years of service with the Board, leaves of absence for reasonable periods not to exceed one (1) year may be granted, without pay, for prolonged illness of a person who is injured or ill who is living in the employee's household but is not a member of the employee's immediate family. The employee is expected to provide the Board with a complete explanation of need.
- D. After two (2) years of service with the Board, a general leave of absence, without pay, may be granted for a reasonable period not to exceed one (1) year. The employee is expected to provide the Board with a complete explanation of need.
- E. A request for an unpaid leave of absence shall be answered by the person responsible for support staff personnel in writing within seven (7) work days from the receipt of the request by the supervisor of the employee involved.
- F. A leave of absence without pay may be extended for a period not to exceed one (1) year by the Board for good cause.
- G. Upon returning from an approved leave of absence the following shall apply:
1. The position of any employee who is on unpaid leave of absence shall, if requested in writing, be held open for a period not to exceed three (3) months if, in the judgment of his/her supervisor, the efficient operation of the department is not affected.
 2. When returning from an unpaid leave of absence, the employee shall be placed in his/her former position, if available, or transferred to a comparable position.
- H. An employee who is an officer of the State or National Association or its affiliates shall, upon proper application, be given leave of absence without pay for the purpose of performing duties of the Association.

Section 3: Leaves of Absence with Pay—Not Chargeable to Sick Leave

A. Funeral Leave

1. In the event of the death of a spouse, child, step-child, child-in-law, parent, parent-in-law, grandchild, sibling, or sibling-in-law, the employee shall be granted three (3) days of leave, with pay, which shall not be charged to his/her sick leave. Additional leave may be granted in special cases, with pay, such as for travel time, subject to the approval of the Board.
2. In the event of the death of a grandparent, aunt, uncle, niece, or nephew, the employee shall be granted one (1) day of leave, with pay, which shall not be charged to his/her sick leave. Additional leave may be granted in special cases, with pay, such as for travel time, subject to the approval of the Board.

3. An employee who wishes to attend the funeral of a fellow worker or former employee, in the city, will be paid during the necessary time he/she is absent. The number of employees permitted to attend will be determined by the person responsible for support staff personnel.
- B. Up to sixteen (16) hours may be used for absence necessitated by circumstances that are of a personal or emergency nature that cannot be attended to outside of the normal workday. Appropriate advanced written notification shall be provided to the employee's supervisor(s) and the person responsible for support staff personnel, unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify his/her immediate supervisor or the person responsible for support staff personnel by telephone. Upon returning to work the employee shall complete and forward to his/her immediate supervisor the written notification on the appropriate form.
- C. An employee shall be excused from work for jury service or if the member is subpoenaed as a witness by anyone empowered by law to compel attendance by subpoena. The employee shall notify the person responsible for support staff personnel with a copy of the jury summons or subpoena as soon after receipt as possible, and a request for leave shall be made on the proper form. The employee will report for available work when released from jury service or witness service unless the number of hours which they spend on jury or witness duty during that day exceeds the number of hours normally worked by the employee during a day or would require them to work beyond their normal quitting time. Such employee shall be paid the difference between the employee's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave provided in this agreement.
- D. Upon notification, sixteen (16) hours shall be made available for use by the Association to attend to its business functions or those of its affiliates. It is understood that the Association President or his/her designee are the only persons authorized to approve and notify the College of the use of this paid leave by other members.

Article 15 Vacation

Section 1: An employee shall earn annual vacation with pay according to the following schedule

1. An employee having less than five (5) years seniority shall be allowed vacation time accrued on the basis of 6.67 hours for each calendar month of employment.
2. An employee having at least five (5) years but less than ten (10) years seniority shall be allowed vacation time accrued on the basis of ten hours for each calendar month of employment
3. An employee having ten (10) years or more of seniority shall be allowed vacation time accrued on the basis of 13.34 hours for each calendar month of employment.
4. No employee shall be eligible to use accrued vacation time prior to the completion of six (6) months employment with the College.

Section 2: Vacation days must be used prior to one and one-half (1 1/2) years after accrual.

Section 3: An employee who is normally employed less than twelve (12) months, or less than an eight (8) hour day, or less than a forty (40) hour week, shall be entitled to vacation time on a prorated basis annually in proportion to time worked and years of service.

Section 4: A. An employee requesting and entitled to two (2) or more weeks vacation may receive an advance approximately equal to his/her next regular check. A written request must be received in the Compensation Office by the Friday before the pay day preceding the vacation.

B. In case an employee resigns and gives ten (10) working days notice, he/she shall be given his/her unused vacation credit.

C. An employee shall be paid his/her current salary while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

Article 16 General

Section 1: A. Each employee shall be evaluated by no later than June 30 of each year.

B. The parties agree in principle to the concept of employee evaluation. In each even numbered year, a committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Administration will meet to review and discuss the evaluation instrument and recommend changes, if any, to the Board.

Section 2: Neither the employer nor the Association shall discriminate against any person on the basis of sex, creed, religion, color, national origin, veteran status, or physical or mental disability in violation of any applicable federal, state or local law or regulation. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability. Furthermore, neither the employer nor the Association shall discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.

Section 3: Employees shall be eligible for payroll deduction basis participation in the United Educational Credit Union, subject to the rules and regulations of said Credit Union.

Section 4: An employee who is injured in the line of duty shall report the accident to the Facilities Office. The Compensation Office will notify the insurance company that carries the Worker's Compensation Policy covering medical, hospital and surgical benefits as prescribed by law.

Section 5: The Board will make available, through payroll deduction, tax deferred annuity programs.

Section 6: The compulsory retirement age for all employees covered by this Agreement shall be determined by existing federal and/or state law.

Section 7: Copies of this Agreement shall be presented to all employees now employed or hereafter employed by the Board. Every employee shall receive one (1) copy of this Agreement. Copies of this Agreement shall be printed at the expense of the Board.

Section 8: If any provision of this Agreement or the application thereof to any employee or group of employees shall be found to be contrary to law, then such provision or application thereof shall be deemed not valid and existing except to the extent permitted by law. All other provisions or applications thereof shall continue in full force and effect. At the request of either party, the Association and the Board will meet and negotiate regarding replacement contract language.

Article 17 Insurance

Section 1: A. The Board will provide MESSA SuperCare I or another mutually agreed to equivalent for each employee.

B. It shall be the responsibility of the employee to inform the Board (Compensation Office) of any and all changes in his/her status that would affect his/her insurance coverage.

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

Section 2: The Board will continue to provide MESSA/Delta Dental coverage to each employee.

Section 3: A. The Board will provide group term life insurance coverage with a face value equal to one hundred percent (100%) of the employee's annual salary.

B. The coverage will provide double benefits in case of accidental death or dismemberment and triple benefits in case of death while a passenger on a commercial carrier.

Section 4: The Board will provide, without cost to the employee, a Long Term Disability Plan that will include:

1. Sixty percent (60%) of monthly earnings to a maximum of three thousand dollars (\$3,000) per month;
2. Ninety (90) days waiting period for benefits, and;
3. Coverage not to extend beyond age 65.

Section 5: The Board will provide each employee with MESSA VSP-3 (Vision Services Plan-3).

Section 6: A. An employee hired on or after July 1, 1987, for a position requiring less than the normal full-time work year of two thousand eighty (2080) hours shall be given the option of receiving insurance coverage for hospital/medical insurance, dental insurance, term life insurance, long term disability insurance and vision insurance on a "shared-cost" basis.

- B. The employee may select one or more of the coverages and pay the proportional share as calculated by the employee's regular employment as measured against the normal full-time work year of two thousand eighty (2080) hours.
- C. All coverages selected by the employee shall be effective for the entire contract year and shall continue from year to year unless withdrawn, in writing, by the employee.

Section 7: An employee hired on or after January 1, 1989, for a position requiring less than five hundred twenty (520) hours of the full-time work year shall not be eligible for insurance paid for by the College.

Section 8: A. The Board shall pay the following amounts for MESSA PAK insurance in the 1999-2000 contract year:

Support Staff receiving Plan "A" Benefits \$6,516.00

Support Staff receiving Plan "B" Benefits \$3,864.00

- B. For 2000-2001 the College will pay \$6,516.00 for those on MESSA PAK "A" or \$3,864.00 for those on MESSA PAK "B", plus one half of the premium increase for the premium coverage including a \$100/\$200 deductible and a \$5.00 Generic Co-Pay Prescription Drug Rider.

Article 18 Tuition

Section 1: An employee, his/her spouse, and any unmarried dependent child living at the employee's home [up to the end of the calendar year in which the dependent child reaches the age of twenty-five (25)] shall be eligible for tuition free enrollment in any Kellogg Community College sponsored class.

Eligibility for KCC tuition-free benefits shall be based upon the following employment percentage:

Full-time employee	100%	Full benefits
Part-time employee	25% to 99%	Full benefits
Part-time employee	Less than 25%	No benefits

Section 2: An employee may enroll in two (2) off-campus courses for up to a maximum of six (6) credit hours in order to enhance or improve his/her job skills, or as a requirement of a degree program, subject to the prior written approval of his/her supervisor(s) and the person responsible for support staff personnel. Upon submission of written documentation from the academic institution of having satisfactorily completed the course, the employee shall be reimbursed the actual costs of tuition and required fees. This section shall not be subject to the grievance procedure.

Article 19 Compensation

Section 1: A. The normal working hours per week for a full-time employee consists of five (5) days, eight (8) hours per day or forty (40) hours per week. A part-time employee shall work according to the schedule assigned.

- B. No employee shall be required to take time off in lieu of overtime.
- C. Upon recommendation of the supervisor, overtime pay will be allowed if approved by the person responsible for support staff personnel. Such recommendation is to be given in writing in advance of the overtime to be worked, if possible.
- D. When an employee is called in to work overtime, he/she is guaranteed two (2) hours pay at one and one-half (1 1/2) times the employee's normal rate of pay.
- E. When an employee is requested to work on a day other than a normal workday, he/she is guaranteed a minimum of three (3) hours pay at the established overtime rate.
- F. All work performed on a Sunday shall be paid at twice (2 times) the employee's regular rate of pay. All work performed on a day other than a day included in an employee's regular work week, except Sundays, shall be paid for at one and one-half (1 1/2) times the employee's regular rate of pay.

- Section 2:
- A. When a holiday is observed by the Board during an employee's scheduled vacation, the holiday will not be considered as a vacation day.
 - B. When a holiday is observed by the Board while an employee is on allowable paid leave, the holiday will not be charged against the employee's sick leave.
 - C. An employee whose work schedule includes any or all of the following days shall receive a holiday with regular pay for the contract years.

1999-2000 Holidays

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

2000-2001

Independence Day	July 4, 2000
Labor Day	September 4, 2000
Thanksgiving Day	November 23, 2000
Day after Thanksgiving	November 24, 2000
Christmas	December 25, 2000
Day after Christmas	December 26, 2000
New Year's Day	January 1, 2001
Day after New Year's Day	January 2, 2001
Friday before Easter	April 13, 2001
Memorial Day	May 28, 2001

- D. All time worked on holidays as listed in the College calendar shall be paid at the rate of time and one-half (1 1/2) in addition to the holiday pay.
- E. All holidays are to be considered as a day worked. In the event school is in session on any of the listed holidays, another day will be substituted in its place by a vote of the membership of the Association.
- F. In addition, each employee shall be allowed one (1) holiday each year, to fall between July 1 and June 30, to be scheduled at his/her discretion with at least a twenty-four (24) hours notice to the immediate supervisor and the person responsible for support staff personnel.

Section 3: Classifications

A. Office and Clerical

An individual employed in this classification performs the normal office and clerical functions in support of the broad range of College operations. The employee is assigned to one of the three (3) sub-classifications of this employee classification.

1. Classification I

Bookstore Clerk, Evening
 Mathematics Clinic Clerk
 Reading/Study Skills Center Clerk
 R.M.T.C. Clerk, Evening
 Secretary, Learning Assistance Center
 Secretary, Customized Training
 Secretary/Receptionist, Dental Hygiene Clinic
 Support Services Clerk
 Switchboard Operator/Receptionist
 Writing Skills Center Clerk

2. Classification II

Accounting Clerk II
 Admissions Clerk
 Bookstore Assistant
 Customer Service Clerk (2)
 Customer Service Clerk, Evening
 Records Clerk
 Secretary, Administrative Services
 Secretary, Allied Health Department
 Secretary, Arts And Communications Department (2)
 Secretary, Assistant V.P. for Student Services and Director of Counseling
 Secretary, Business Department
 Secretary, College Life
 Secretary, Conference And Scheduling
 Secretary, Criminal Justice Department
 Secretary, Customized Training
 Secretary, Director of Admissions
 Secretary, Director of Athletics and Recreation
 Secretary, Director of Learning Resource Center

Secretary, Dean, Career and Occupational Education and Dean,
Research & Development
Secretary, Emergency Medical Services Education
Secretary, Employment and Placement Services
Secretary, Fehsenfeld Center (2)
Secretary, Financial Aid
Secretary, Grahl Center (2)
Secretary, Institutional Facilities
Secretary, Information Technology
Secretary, Learning Resource Center Public Services
Secretary, Learning Resource Center Technical Services
Secretary, Lifelong Learning
Secretary, Prison Program
Secretary, Science and Mathematics Department
Secretary, Social Science Department
Secretary, Support Services
Secretary, Testing and Assessment Center
Secretary, Testing and Assessment Center, Evening
Secretary, Upward Bound
Testing and Assessment Center Clerk, Saturday

3. Classification III

Accounts Payable Clerk

B. Paraprofessional

An individual employed in this capacity is assigned responsibilities in direct support of instruction and the instructional process. General areas of assignment are: lab assistant in science, industrial, computer or technical lab; instructional support personnel and/or lab assistant in the general educational support lab for mathematics, English, reading, writing or other instructional lab.

Area Resource Center Manager, R.M.T.C.
Coordinator of Student Retention
Computer Lab, Career Development Center
Computer Lab, Fehsenfeld Center
Computer Lab, Grahl Center
Computer Lab
Media Services Supervisor
Paraprofessional, Math Clinic
Paraprofessional, Mathematics
Paraprofessional, Mathematics, Grahl Center
Paraprofessional, Reading/Study Skills Center (2)
Paraprofessional, Science
Paraprofessional, Writing Skills Center (3)
Retention and Records Coordinator, Upward Bound
Tutoring Center Supervisor

C. Technical

An individual employed in this classification is assigned to an area where highly developed but focused skills are required. The employee works with technical and specialized equipment and develops skill in its operation. The skill level is focused

well beyond the normal and customary knowledge of others in different classifications.

Accounts Receivable/Head Cashier
 Computer Operator/E-Mail Coordinator, Information Systems
 Publications Technician
 Reproduction Equipment Operator

D. Staff Assistant

An individual employed in this classification is assigned to an area where the employee directly supports a management or operational function of the College. The employee functions with an independence of operations and may perform tasks which require the conception of a process or procedure with subsequent advancement toward development, implementation, follow-up and evaluation.

Assistant to the Manager, Miller Building
 Assistant to the Manager, Miller Building, Saturday
 Staff Assistant, Administrative Services
 Staff Assistant, Customer Service Center
 Staff Assistant, Dean of Arts and Sciences
 Staff Assistant, Financial Aid
 Staff Assistant, Information Services
 Staff Assistant, Library Services
 Staff Assistant, Registrar
 Staff Assistant, R.M.T.C.

Section 4: A. The salary schedules for each classification are listed below.

	<u>1999-2000</u>					
	O & C Class I	O & C Class II	O & C Class III	ParaPro	Tech	Stf Asst
Step 1	\$ 10.44	10.88	12.03	12.03	12.52	13.02
Step 2	10.76	11.20	12.35	12.35	12.84	13.34
Step 3	11.08	11.52	12.67	12.67	13.16	13.66
Step 4	11.40	11.84	12.98	12.98	13.48	13.98
Step 5	11.71	12.16	13.30	13.30	13.80	14.29
Step 6	12.03	12.48	13.62	13.62	14.12	14.61
Step 7	12.35	12.80	13.94	13.94	14.44	14.93
Step 8	12.67	13.11	14.26	14.26	14.75	15.25
Step 9	12.99	13.43	14.58	14.58	15.07	15.57
Step 10	13.73	14.19	15.35	15.35	15.86	16.36

2000-2001 To Be Determined (see letter of agreement, pg. 31)

- B. An additional fifty dollar (\$50) annual stipend will be paid to the Reproduction Equipment Operator.
- C. When an employee voluntarily bids on and accepts a position in a different classification, the employee shall be placed on the same salary schedule step within the new classification.

- D. A new hire shall be placed no higher than step 6 of the respective salary schedule for the position.

Section 5: A. The Board recognizes long and faithful full-time service and the value of skill, knowledge and judgment gained through the years of service. Each full-time employee will be awarded compensation in addition to their basic salary for completion of the years of service during the contract year as specified in the following schedule.

	<u>1999-2000</u>	<u>2000-2001</u>
10th year through 15th year	\$229	\$374
16th year through 20th year	293	495
21st year and thereafter	355	612

- B. An employee receiving longevity payments can elect, by written request to the person responsible for support staff personnel, to have the longevity payment paid in a lump sum on the first pay date in December of each year. Such request shall remain in force until rescinded in writing.

Section 6: An employee within one of the classifications may be considered for movement to a higher classification based upon the following conditions:

- (a) A substantive expansion of the responsibilities of the position held

OR

- (b) Evidence of individual professional development as established through continuing their education to complete a bachelor's degree related to their area of responsibility.

An employee so inclined should follow the procedures listed below.

1. If an employee believes the demands and responsibilities of his/her position should be considered for reclassification, the employee shall have the opportunity to request in writing a re-evaluation of the job.
2. The written request shall include:
 - a. The current classification and rate of pay; and
 - b. The desired classification and rate of pay; and
 - c. The change in duties and responsibilities that are the basis for the requested change.
3. The request should be submitted to the employee's immediate supervisor for comments and approval or disapproval, which will be given within ten (10) working days and then returned to the employee. If the request is denied and the employee desires to proceed further, the request may be submitted to the person responsible for support staff personnel for his/her recommendation, which will be given within thirty (30) working days. If the reclassification is approved, it will become effective as the date of the original request.

4. The Association will use its best efforts to discourage an employee from initiating a request that is capricious or based on circumstances that do not merit serious investigation.

Section 7: Subject to the provision of Section 1 of this Article, support staff employees shall be given the option of selecting overtime hours as paid time or as compensatory time (comp time) as follows:

1. All comp time must be taken within six (6) months or by the end of the fiscal year, whichever comes first. Comp time not taken will be paid in cash.
2. All comp time must be approved, in advance, by the employee's supervisor.
3. All overtime hours worked and requested as comp time must be submitted on an overtime form and submitted to the Administrative Services.
4. The maximum number of hours that may be accumulated as comp time shall be two hundred forty (240).
5. Any compensatory time for a full time employee will be paid at the rate of one and one half (1 ½) times the employees' hourly rate. Compensatory time for a part time employee will be paid straight time for (1 for 1) for any hours less than 40 hours in a given work week. Once a part time employee exceeds the 40 hours, they will qualify for time and one half (1 ½).

Section 8: "Flex-time" may be defined as a program in which an employee, in cooperation with and with the approval of the immediate supervisor(s), has a measure of choice in determining the schedule of the daily working hours during the following periods of time:

1999-2000	July 1, 1999 through August 17, 1999 May 15, 2000 through June 30, 2000
2000-2001	July 1, 2000 through August 19, 2000 May 18, 2001 through June 30, 2001

Participants in the flex-time program shall abide by the following program requirements:

1. An employee wishing to participate in the flex-time program must notify the immediate supervisor(s) in writing of his/her intent.
2. A mutually acceptable work schedule must be agreed to by the employee and the immediate supervisor(s).
3. All regular, full-time employees working a standard workday and participating in the flex-time program will work a core period beginning at 9:00 a.m. and ending at 3:00 p.m., Monday through Friday. All regular, full-time employees working a non-standard workday will be responsible for a core period consisting of six (6) consecutive hours of employment depending on their workday.

Those regular employees working less than a normal workday shall maintain a core period prorated according to their workday.

4. All employees participating in the flex-time program must take a lunch period if one is currently part of their normal workday. The lunch period shall not be less than thirty (30) minutes nor greater than sixty (60) minutes in length.
5. The minimum workday for any employee participating in the flex-time program will be the designated core hours. The maximum workday for any employee participating in the flex-time program will be no more than twelve (12) hours.
6. An individual participating in the flex-time program must submit a summary of their weekly work schedule to the Compensation Office at the completion of each week.
7. Participation in the flex-time program requires the mutual agreement of the individual employee and the immediate supervisor(s). No one shall be required to participate in the flex-time program. It is understood that the flex-time program shall not diminish the employee's obligation to meet all job responsibilities.

The responsibilities of each employee's job are paramount and all participants will continue to be held responsible for ensuring that participation in the flex-time program in no way diminishes the obligation to meet these responsibilities. If job performance, timeliness, or safety are degraded as a result of participation in the flex-time program, such participation may be immediately terminated by the supervisor(s).

Article 20 Rates for New Positions

Section 1: When a new position is created in the bargaining unit and cannot be properly placed in an existing classification, the Board shall notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the rate and classification are proper, the issue shall be subject to negotiations by the Board and the Association.

Section 2: A committee consisting of the person responsible for support staff personnel and two (2) members of the Association shall meet and discuss salary considerations for all vacated and newly created positions within the unit.

Such discussions shall be limited to the following:

1. Decision to replace the vacated position
2. Review of job description
3. Review of posting notice
4. Classification placement
5. Salary placement within the classification

The purpose of this meeting is informational and nothing in this Article reduces the management rights of the Board.

This section shall not be subject to the grievance procedure.

Article 21 Payments At Retirement

Section 1: If an employee begins drawing retirement benefits under the provisions of the State Retirement Act within thirty (30) calendar days of retirement, he/she shall be paid for his/her unused sick leave up to a maximum of between seven hundred and thirty-six (736) and eight hundred (800) hours based upon the provisions below.

1. The average number of sick hours used by members of the bargaining unit in a fiscal year shall be calculated.
2. The average computed in 1. above shall be compared to the average number of sick hours used by members of the bargaining unit during the base year, July 1, 1996, through June 30, 1997.
3. For each decrease of four (4) hours usage during the fiscal year being calculated compared to the base year, the total number of hours eligible for payment shall increase by sixteen (16) hours over the base number of seven hundred thirty six (736) hours. Said increases shall be limited to thirty two (32) hours, which produce a maximum of eight hundred (800) available hours, and shall take effect during the following fiscal year.
4. In the event there is no decrease or there is an increase in sick hour usage compared to the base year, the number of hours shall be seven hundred thirty six (736) the following fiscal year.

Section 2: A. Based upon the calculation from Section 1 above, if the average hours' usage has decreased by at least four (4) hours, the payment schedule in B. below shall take effect during the following fiscal year. In the event the average days' usage does not decrease by at least four (4) hours, the payment schedule will not apply.

B. If an employee begins drawing retirement benefits under the provisions of the State Retirement Act within thirty (30) calendar days of retirement, he/she shall be eligible to receive from the College the following based upon the number of years of consecutive credited service:

At least fifteen (15) but less than eighteen (18)	\$ 1,650
At least eighteen (18) but less than twenty-one (21)	3,300
At least twenty-one (21) but less than twenty-three (23)	4,950
At least twenty-three (23) but less than twenty-five (25)	6,600
At least twenty-five (25)	8,250

Section 3: In the event an employee experiences a "catastrophic" illness or injury that causes him/her to use sick leave excessively, such usage, up to a two hundred and forty (240) hours maximum, shall be excluded from the calculation in Section 1, B., and the subsequent impact for the provisions of Sections 1 and 2.

Article 22 Duration and Modification

Section 1: This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2001.

Section 2: If neither party to this Agreement shall give notice of amendment as provided in this Agreement, it shall remain in effect from year to year, thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

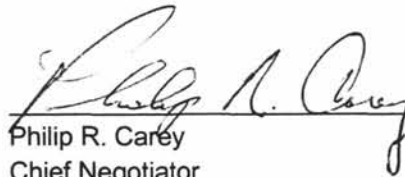
Section 3: This Agreement may not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties. Any modification shall become and be a part of this Agreement.

Section 4: If either party desires to modify this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment setting forth the nature of the amendments desired. If notice of amendment to this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on thirty (30) days written notice of termination.

BOARD OF TRUSTEES, KELLOGG COMMUNITY COLLEGE

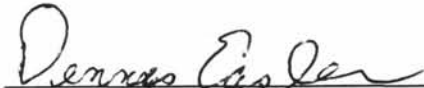


Ann Rosenbaum-Petredean
Chairman



Philip R. Carey
Chief Negotiator

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF ASSOCIATION, MEA/NEA



Dennis Easler
President



Tim Cady
Chief Negotiator

Appendix A

Academic Calendar 1999-2000

1999

August 18, 19, 20
August 23
August 24
August 25, 26
August 27
August 30
September 6
September 7
September 10
September 13
October 25
November 25, 26, 27
December 16
December 18
December 22
December 23

Fall Semester

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

2000

January 4
January 4, 5, 6
January 7
January 10
January 17
January 18
January 21
January 24
March 6
April 3-7
April 10
April 21, 22
April 28
May 29
May 5
May 9
May 10
May 11

Spring Semester

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

2000

May 15
May 29
July 4
August 14

Summer Session

Start of Summer Session
Memorial Day Holiday
Independence Day Holiday
Summer Session Concludes

Academic Calendar
2000-2001

2000

August 16, 17, 18
August 21
August 22
August 23, 24
August 25
August 28
September 4
September 5
September 8
September 11
October 23
November 23, 24, 25
December 14
December 16
December 20
December 22

Fall Semester

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

2001

January 8
January 9
January 10, 11
January 12
January 15
January 16
January 26
January 29
March 12
April 2-6
April 9
April 13, 14
April 20
April 28
May 4
May 15
May 16
May 17

Spring Semester

Faculty Returns/Preparation for Semester
General Session
Faculty Preparation for Semester
Departmental meetings/Faculty Prep for Semester
Martin Luther King Holiday
16-Week Classes Begin
Weekend Classes Begin (Friday Evening)
14-Week Classes Begin
Mid-Semester
Spring Recess
Classes Resume
Good Friday, Easter Holiday
Weekend Classes Resume
Weekend Classes Conclude
14-Week Classes Conclude
16-Week Classes Conclude
Final Grades Due on Or Before 3 p.m.
Commencement

2001

May 21
May 28
July 4
August 20

Summer

Start of Summer Session
Memorial Day Holiday
Independence Day Holiday
Summer Session Concludes

Appendix B

Payroll Dates

The following is the schedule of Payroll Dates for 1999-2000. Twenty seven (27) Payrolls

<u>1999</u>	<u>2000</u>
July 2, 1999	January 14, 2000
July 16, 1999	January 28, 2000
July 30, 1999	February 11, 2000
August 13, 1999	February 25, 2000
August 27, 1999	March 10, 2000
September 10, 1999	March 24, 2000
September 24, 1999	April 7, 2000
October 8, 1999	April 21, 2000
October 22, 1999	May 5, 2000
November 5, 1999	May 19, 2000
November 19, 1999	June 2, 2000
December 3, 1999	June 16, 2000
December 17, 1999	June 30, 2000
December 31, 1999	
<u>2000</u>	<u>2001</u>
July 14, 2000	January 12, 2001
July 28, 2000	January 26, 2001
August 11, 2000	February 9, 2001
August 25, 2000	February 23, 2001
September 8, 2000	March 9, 2001
September 22, 2000	March 23, 2001
October 6, 2000	April 6, 2001
October 20, 2000	April 20, 2001
November 3, 2000	May 4, 2001
November 17, 2000	May 18, 2001
December 1, 2000	June 1, 2001
December 15, 2000	June 15, 2001
December 29, 2000	June 29, 2001

Appendix C

Grievance Form

Step 2

- Distribution of Form:
1. Immediate Supervisor
 2. Employee
 3. Association

Location Name of Grievant Date Filed

A. Date Cause of Grievance Occurred _____

B. Date of Step 1 Discussion _____

C. Statement of Grievance and Relief Sought. Cite specific references to Articles and Sections alleged violated.

Signature Date

D. Disposition by Support Staff Supervisor

(If more room is needed, please attach added sheets to this form.)

Signature of Supervisor Date

Step 3

A. Date Received by President/Designee _____

B. Disposition by President/Designee

Signature of President/Designee

Date

Letter of Understanding

Between

Kellogg Community College Board of Trustees

And

Kellogg Community College Support Staff Association, MEA/NEA

Both parties agree to the following:

Upon the resignation, retirement, transfer or other means of vacating each of the following positions by the person occupying it as of July 1, 1994, it shall be considered as a bargaining unit position with the indicated classification.

Position Title

Future Classification

Materials Handling Manager
Tool Crib Supervisor

Paraprofessional
Paraprofessional

For the College

For the Association


Philip Carey


Tim Cady

1-19-00

1-18-00

Date

Date

Letter of Understanding

Between

Kellogg Community College

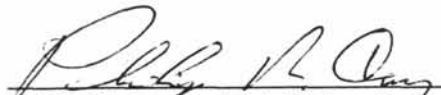
and

Kellogg Community College Support Staff Association

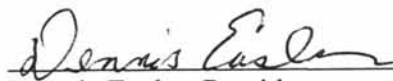
It is hereby agreed that for the duration of the (2000-2001) KCC SSA Master Agreement the following concepts will be used to calculate salary and insurance:

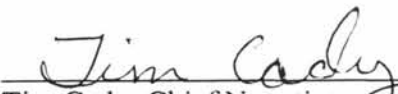
1. The KCC SSA salary increase for the year 2000-2001 will be 2% or what the faculty receives, whichever is greater.
2. In the event the Faculty Association negotiates, for the 2000-2001 contract year, an insurance premium increase sharing of less than 50%, the Support Staff will pay the same percentage as the KFA. If the KFA agrees to pay a higher percentage of its increase, the KCC SSA sharing will remain at 50% as provided in Article 17, Section 8: B.

KELLOGG COMMUNITY COLLEGE


Philip R. Carey, Chief Negotiator

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF ASSOCIATION/MEA/NEA


Dennis Easler, President


Tim Cady, Chief Negotiator

Letter of Understanding

Between

Kellogg Community College

and

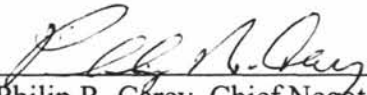
Kellogg Community College Support Staff Association

It is hereby agreed that for the duration of the 1999-2000 calendar the following language will be in use for Article 10, Section 4 of the KCC SSA Master Agreement:

“A temporary employee may be hired for up to one year, with an explanation for such employment to be provided to the Association President before such hiring takes place. In the event an employee is needed for less than 30 calendar days, this notification may not occur beforehand.”

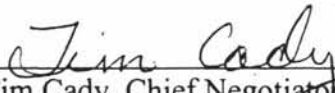
The language will return as it appears in the 1998-1999 Master Agreement if either the KCC SSA or the KCC Administration is not satisfied with how it is used during the 1999-2000 contract year.

KELLOGG COMMUNITY COLLEGE


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