

AGREEMENT

Between

KELLOGG COMMUNITY COLLEGE  
BOARD OF TRUSTEES

and

UNITED AUTO WORKERS and  
KELLOGG COMMUNITY COLLEGE  
SUPPORT STAFF UNION  
UAW Local 1294, Unit 25

For the

ACADEMIC YEARS

**2019-2020, 2020-2021, 2021-2022, 2022-2023**

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PREAMBLE

AGREEMENT BETWEEN THE

KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF UNION, UAW LOCAL 1294, UNIT 25

This Agreement is entered into this first day of July 2019, by and between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board" and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and Kellogg Community College Support Staff Union, UAW Local 1294, Unit 25 hereinafter called "The Unit."

WITNESSETH

Whereas, the parties have a mutual statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, 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**

The Board recognizes the Unit as the sole exclusive bargaining agent for:

All full time and regular part time non-exempt support staff positions which include the positions listed in Appendix C, and other similar positions as amended for the board and agreed to by the Unit, but excluding administrative personnel, supervisors, Executive Assistants to the President and Vice Presidents.

The terms “personnel” and/or “employee(s)” as hereinafter used in this Agreement shall include and be limited to all those individuals as described 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 Unit Rights**

The Unit, 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 hereinafter enacted or the Constitutions of Michigan and the United States.

### **Section 1: Unit Membership and Agency Shop.**

All employees have the right to join, not join, maintain or drop their membership in the Unit. However, as a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in the opening paragraph of this article, shall thirty-one (31) days after the execution of this Agreement or their date of hire, whichever is later, either become members of the Unit and pay to the Unit the periodic monthly dues and initiation fees uniformly required of all Unit members, or pay to the Unit a service fee (fair share fee) equal to the pro rata share of the costs of negotiation and administering this Agreement, which shall not exceed the Unit's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind. The Board shall not be obligated to enforce this provision in any way, which would violate an employee's statutory or constitutional rights. The Unit recognizes that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit



set forth in this Agreement without regard to whether or not the employee is a member of the Unit, or is paying a service fee.

- A. In recognition of State law, P.A. 349 regarding Right to Work, the above paragraph is not wholly enforceable. However all employees have the right to join, not join, maintain or drop their membership in the Unit, including paying the service fee. The Unit recognizes that it is required under the Agreement to represent all employees included within the Collective Bargaining Unit set forth in this Agreement without regard to whether or not the employee is a full dues paying member, service fee payer, or non-payer. In the event that the law is repealed or rendered unenforceable by a court decision, the above paragraph becomes fully enforceable immediately.
- B. An employee who voluntarily submits an authorization of dues deduction shall continue membership in the Union until such authorization is revoked in writing by the employee in accordance with the regulations of the UAW. Said revocation must be delivered to the Unit and the Unit will notify Human Resources and the Amalgamated Local Financial Officer.
- C. 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 the Unit Leadership Team. The original signed card should be given to the Unit Leadership Team who will send the appropriate parts of the card to Human Resources and the Amalgamated Local Financial Officer.
- D. During the life of this Agreement, and in accordance with the terms of A. and B. above, the Board will deduct Union membership dues or fees levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Checkoff of Dues or Fees form submitted by the Unit and on file with the Board.
- E. Checkoff deductions shall become effective at the time the application is signed by the employee and shall be deducted twice each month. Deductions shall be made in as nearly equal amounts as is possible.
- F. All deductions of dues or fees for any calendar month shall be remitted to the Amalgamated Local Financial Officer for the Unit with a list from whom dues or fees have been deducted, including those members from whom dues were not deducted and the hours those members worked during the previous month prior to the tenth (10th) day of the following month.
- G. In cases where a deduction is made that duplicates a payment that an employee has made to the Unit, or where a deduction is not in conformity with the provisions of the Constitution of the Union or terms of this Agreement, refunds to the employee will be made by the UAW.
- H. The Board shall not be liable to the Unit 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 the employee.

- I. The Unit 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 Article of the Agreement.
- J. The College will provide the Unit with secure storage space on main campus.

## Section 2: Facilities Use

The Unit shall have the right to use College buildings, if available, after work hours and for evening meetings, without cost, subject to the rules and regulations governing such use. The Unit may use the internal Mail Distribution System of departmental mailboxes for communication to Bargaining Unit Members and/or College email accounts, provided such use does not violate applicable laws or regulations or College policy.

## Section 3: Bargaining Unit Positions

The elected/appointed positions for the Bargaining Unit are as follows: Unit Co-Chairs, Vice Chair, Committee Person at Large, Recording Secretary, a Steward for the centers (EAC, GC, FC and RMTC), a Steward for Main Campus, Chaplin, Women's Committee Chair, Health and Welfare Committee Chair, and Education Committee Chair. Please note that there may be more committee elections as needed. Upon completion of any elections and/or appointments a member of the Unit Leadership Team will provide Human Resources and the President with a list of the officers. The Bargaining Team shall consist of no more than five (5) support staff members in addition to the UAW International Representative.

# **Article 4 Communication**

## Section 1: Organizational Chart

The Unit shall have access to an electronic copy of the organizational chart (updated quarterly) on the KCC website and on the KCC share drive (currently the M drive). The Unit shall be promptly notified of changes in the organization that affect a support staff member's reporting structure.

## Section 2: Employment Status

The Board shall notify the Unit Co-Chairs in writing within five (5) business days, of any change in employment status of any member of the Bargaining Unit.

## Section 3: New Hires

The Board shall give the Unit Co-Chairs in writing the name of every 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.

#### Section 4: Temporary Staff

The Unit Co-Chairs will be notified in writing (email notification is acceptable) of the hiring of all temporary employees performing support staff roles within ten (10) workdays of the appointment. The College will provide the Unit with a list of temporary staff performing support staff roles. This list will include an approximate start and end date and the hours each temporary staff person will be working each pay period. This list will include positions and numbers of hours worked for temporary positions labeled "as needed." This list will be updated by the tenth (10th) of each month and posted on the share drive (currently the M Drive) or another designated location.

#### Section 5: Vacant Positions

A copy of all postings of vacancies as they occur within the College will be sent to the Unit Co-Chairs.

#### Section 6: Seniority List

A seniority list shall be provided through the College share drive and will be updated by the tenth (10th) of each month and posted on the KCC share drive (currently the M Drive) or another designated location.

### **Article 5 Concerted Action Prohibitions**

#### Section 1: Concerted Action

The Unit and/or individual Bargaining Unit employees shall not engage in or encourage concerted action of any type against the Board during the life of this Agreement.

#### Section 2: Striking or Picketing

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

## **Article 6 Hours of Work**

### **Section 1: Workday**

The normal workday for full-time employees shall be eight (8) consecutive hours per day, plus an unpaid lunch period of a minimum of thirty (30) minutes to a maximum of sixty (60) minutes per day. Length of the lunch period must be mutually acceptable by the employee and their supervisor.

### **Section 2: Workweek**

The normal workweek for full time employees shall be forty (40) hours per week.

### **Section 3: Work Hours for Part Time Employees**

Position descriptions and hiring letters associated with any part time position will specify whether that position's work hours are variable or consistent. Immediate supervisors may arrange work hours for their part time direct reports with variable schedules and will notify Human Resources prior to making any changes in work hours for current employees. Changes can be made only within the work hours of the employee's assigned work day. Human Resources will communicate to the Unit Co-Chairs any approved changes in work hours.

A change in scheduled work days will be considered only in emergency situations and can be approved only by Human Resources in consultation with an employee's supervisor. Qualified support staff have the right of first refusal to work the hours of a part time position outside their regular work hours in an emergency situation. Support staff who fill said hours must be able to fill the position's entire shift in one work day. Any decision made under these circumstances is not precedent setting.

### **Section 4: Work Hours for New/Vacated Positions**

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

### **Section 5: Employer Requested Voluntary Short Term Schedule Change**

An employee may be requested to work a flexible schedule on a temporary basis:

1. The employee must respond within five (5) business days to their supervisor with their wish to accept or decline the request.
2. If the employee accepts the request, the supervisor will forward the request through the appropriate dean or vice president.
3. The dean or vice president approving such a request will notify in writing the Unit Co-Chairs and Human Resources.

## Section 6: Employee Requested Flex Time

Flex time is defined as a process in which an employee, with the approval of the immediate supervisor(s), has a measure of choice in temporarily determining the schedule of the employee's daily work hours.

Participants using flex time shall abide by the following requirements:

- A. An employee wishing to utilize the flex time process must notify their immediate supervisor(s), in writing of their intent. If the flex time request is approved by the supervisor, the approved schedule will be communicated to Human Resources by the support staff employee for a brief orientation prior to the start of the flex time (If a first time participant). Off campus requests will be processed by telephone or email with Human Resources prior to the start of flex time.
- B. A supervisor's decision regarding flex time requests is non-grievable because it is a matter which is subject to management rights which are necessary to exercise control and discretion over the efficient operations of the department.
- C. If a request for flex time is longer than four (4) weeks, the supervisor's manager will also review the request and, at their discretion, approve or disapprove the request.
- D. All employees utilizing flex time must take a lunch period if they are scheduled to work six (6) or more hours in a day. The lunch period shall not be less than thirty (30) minutes.
- E. The maximum workday for any employee participating in flex time will be no more than ten (10) hours. The employee must work all regularly scheduled hours within one work week. All flex hours must be worked between the hours of 7 a.m. and 8 p.m., Monday through Friday, unless the College is closed.
- F. An individual utilizing flex time must submit a summary of their weekly work schedule to Human Resources at the completion of each week.
- G. Participation in flex time requires the mutual agreement of the individual employee and the immediate supervisor(s). No one shall be required to participate in flex time. It is understood that flex time 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 flex time in no way diminishes the obligation to meet these responsibilities. If job performance, timeliness, or safety are degraded as a result of participation in flex time, such participation may be immediately terminated by the supervisor(s).

## Section 7: Work Schedules

### 1. Summer Schedule

Beginning the week of graduation and ending the week before General Session, support staff will work a reduced work week equal to ninety percent (90%) of their regular schedule and be compensated for their full schedule. During the months of June and July, support staff will work eighty-five percent (85%) of their full schedule Monday through Thursday of each week. Administration will post the schedule for The North Avenue Campus, RMTC, and the Regional Centers by March 1 for each year.

### 2. Non-summer Schedule

The workday for all support staff will 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. Shortened work hours will be in place for Spring Break.

## Section 8: Relief Period

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 9: Site Closing

Employees are to report to work unless the site to which they are assigned is closed. Sites are to be considered open unless confirmed otherwise through one of the methods listed in the College's Inclement Weather Procedures memorandum, which can be found on the share drive (currently the M Drive) in the Support Staff subfolder of the Human Resources folder.

## Section 10: Working When a Site is Closed

If an employee is requested to report for work when the site to which they are assigned is closed, they shall elect to be compensated at the rate of one (1) times their salary in addition to their regular wages. The request from Administration will allow for a two-hour window for reporting and shall consider the time remaining in the employee's workday. The employee shall elect to be compensated either by compensatory time off or additional pay. If the College is closed and then a portion of the College is reopened, but not the entire site, those support staff that are required to report and who report for work will receive compensations as described in this section.

## Article 7 Vacancies

### Section 1: Vacancies

- A. Whenever a vacancy or other special opportunity within the Bargaining Unit occurs, Human Resources shall allow Unit Leadership at least five (5) days to review the PDQ before posting the vacancy internally or before outside applicants are allowed to apply. Such posting shall include the requirements of the position. Five (5) workdays [six (6) days if necessary to include a weekend] will be allowed for an employee to apply, in writing, for such position.
- B. Upon agreement with the Unit, an updated position description of a vacant position will be published in the College's M Drive or another designated location accessible by employees within ten (10) business days.
- C. Support staff that apply for and meet minimum qualifications (as determined by the hiring manager) for a posted position will be granted a phone interview. Human Resources will assist any internal applicants with reserving a private location for their phone interview. If no phone interview is conducted, then the employee will be granted a face-to-face interview.
- D. A copy of all postings of vacancies within the College will be sent to the Unit Co-Chairs.
- E. The Administration agrees to review each current employee's application on the basis of their 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.
- F. In the event an applicant is denied the promotion or transfer, they may request an explanation of the reason they were not selected for either an interview or for the position. The request may be made by a member of the Unit Leadership Team at the employee's request or the employee may make the request to Human Resources directly. The information will be provided in a meeting of the applicant, Human Resources, Search Committee Chair and, if the employee desires, a member of the Unit Leadership Team. Feedback shall be given in the manner of constructive criticism and shall be focused on improving the employee's skills so that they may be successful in future interviews. The Unit Co-Chairs will be notified of all requests.

### Section 2: Vacancy Classification Review

A committee consisting of Human Resources and two (2) members of the Unit Leadership Team shall meet and discuss salary considerations for all vacated 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.

### Section 3: Temporary Vacancies

1. 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.
2. 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.
3. If a temporary assignment lasts for six (6) months and results in a higher benefit level, the higher benefit level will be honored at the beginning of the sixth (6th) month and honored for a minimum of three (3) months. Benefit level pertains to medical, vision, dental coverage, sick and vacation leave and floating holiday.

### Section 4: Priority Consideration for Open Unit Positions

1. 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.
2. The Screening Committee must make a final decision of all internal applicants prior to advertising the position for external candidates.

### Section 5: Returning to Bargaining Unit

If an employee is transferred to a position excluded from the Bargaining Unit, and then returns to the Bargaining Unit within a three (3) year period, every effort will be made to reinstate the employee at their previous step and classification. The following will apply:

- A. If employee returns before the one (1) year anniversary of their transfer:
  1. They will continue to accumulate Bargaining Unit seniority while working in the positions to which they transferred.
  2. They will accumulate years of service while working in the position to which they were transferred, which will apply to any benefit provided for in this Agreement.
- B. If the employee is transferred back into the Unit after their one (1) year anniversary date of the transfer, but before the three (3) year anniversary date of the transfer:



1. They will accumulate years of service while working in the position to which they were transferred, which will apply to any benefit provided for in this Agreement.
2. They will forfeit all Bargaining Unit seniority with respect to bumping privileges and begin accumulating seniority at the date of transfer.

An employee so transferred back into the Unit after the three (3) year period will lose all accumulated seniority within the Bargaining Unit except as it pertains to benefits provided by Administration.

## Section 6: Applicant Testing

Testing may be required of all applicants for a position when applying for a transfer to an internally advertised support staff position. If the position requires testing, that testing may be waived if an alternative qualification to the testing has been established before the position is posted.

## Section 7: Time and Training Requirements

An employee is not eligible to apply for any vacant position outside their department (Cost Center) for a period of six (6) months from the date of their appointment to their current position. If no significant training is required, the six (6) month period is waived. Significant training will be defined by both the hiring and releasing departments in conjunction with Human Resources. This requirement shall be waived in the event of a transfer initiated by Administration.

# **Article 8 New Positions**

## Section 1: New Positions

- A. Whenever a new position is created within the Bargaining Unit, Human Resources shall allow Unit Leadership at least ten (10) days to review the PDQ.
- B. When a new position is created in the Bargaining Unit and cannot be properly placed in an existing pay grade, the Board shall notify the Unit prior to establishing a pay grade. In the event the Unit does not agree that the pay grade is proper, the issue shall be subject to negotiations by the Board and the Unit.
- C. Upon agreement between the Unit and Human Resources of the PDQ, Human Resources shall post the new position internally before outside applicants are allowed to apply. Such posting shall include the requirements of the position. Five (5) workdays [six (6) days if necessary to include a weekend] will be allowed for an employee to apply, in writing, for such position.

## Section 2: New Pay Grade

When a new position is created in the Bargaining Unit and cannot be properly placed in an existing pay grade, the Board shall notify the Unit prior to establishing a new pay grade. In the event the Unit does not agree that the pay grade is proper, the issue shall be subject to negotiations by the Board and the Unit.

A committee consisting of Human Resources and two (2) members of the Unit Leadership Team shall meet and discuss salary considerations for all vacated 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. Pay grade placement
5. Salary placement within the pay grade

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 9 Layoff and Recall

The term "layoff" means a reduction in the workforce necessitated by economic conditions or a decrease in work.

### Section 1: Grant Funded Positions

Section 1 applies to new employees hired into the College and into grant funded positions after July 1, 2011.

- A. These positions are grant funded and continuation of these positions is contingent upon the availability of continued funding. In the event the College is notified of a loss of funding to the grant for which this position is covered, the College reserves the right to provide thirty (30) days written notice of termination of employment.
- B. Employees in grant funded positions (hired into the College after July 1, 2011) will be excluded from the rights related to layoff and bumping except for:
  1. Employees who were originally hired into non grant funded positions and transferred or were subsequently hired into a grant funded position. These employees retain their rights related to layoff and bumping equivalent to the time prior to their transfer or subsequent hire into the grant funded position.
  2. Employees with ten (10) years of service or longer in the Unit, regardless of whether the service was in a grant funded or regular position, shall have full rights related to layoff and bumping.

## Section 2: Non-Grant Funded Positions

The layoff and recall process outlined in the following items applies to non-grant funded positions and those employees hired in those grant funded positions before July 1, 2011.

## Section 3: Layoff and Recall

- A. 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 employees may bump into full time positions. Only part time Unit employees 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. In the event of employee layoff, the most senior person on layoff goes to a vacant position, if any, and then displaces the least senior person on a Bargaining Unit-wide basis provided they meet the minimum qualifications for the position with a minimum of instruction and training.
- B. If the person being laid off does not meet the qualifications for the position of the least senior person, they move to the next least senior person for similar consideration.
- C. Selection of a person for a position is the responsibility of the College. The person exercising their displacement right moves to the same step on the salary schedule of the new position.

## Section 4: Retention of Rights

An employee who has bumped into a position due to layoff shall retain their right to apply for openings, vacancies, or newly created positions as they become available without having to wait for a period of six (6) months, if no significant training is required. If the position from which an employee has been bumped becomes vacant, the employee who was bumped from it will have the first right to reclaim the position from the bump for up to one (1) year.

## Section 5: Notification of Layoff

The Administration will meet with the proper Unit Leadership Team at least thirty (30) calendar days prior to the anticipated date of the layoff. At such meeting, the Administration will submit a list of the employees scheduled for layoff. Said list shall show the names, seniority dates, job titles, and work locations. If the Unit 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.

## Section 6: Notification to Receive Vacancy Information

It is the responsibility of each person laid off to notify Human Resources, in writing, of their 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 Unit Co-Chairs.

## Section 7: Payments Due at Layoff

An employee placed on layoff shall receive all pay due for their work performed prior to and including the day of layoff, plus earned vacation time.

## Section 8: Notification of Layoff

An employee will be notified of layoff at least thirty (30) calendar days in advance and will have fifteen (15) calendar days from the date of notification to bump into another position.

## Section 9: Recall

If any of the positions reopen or are reactivated within the individual's area of responsibility, or for which no significant training is required, employees on layoff shall be recalled in the reverse order in which they were laid off, i.e., highest seniority employees will be recalled first.

## Section 10: Notification of Recall

An employee being recalled from layoff 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 the notice of recall, they shall be considered a quit.

# **Article 10 Performance Improvement, Discipline, Suspension, and Discharge**

## Section 1: Performance Improvement

- A. It is important to define the supervisor and employee expectations and perceived deficiencies before considering formal discipline. Prior to any formal disciplinary procedure the supervisor and employee will have a face-to-face meeting for the purpose of defining perceived deficiencies. The employee will be notified no less than twenty-four (24) hours in advance by the supervisor/human resources and provided with the topic of the meeting/discussion and note any disciplinary action, if applicable. The meeting will include representation from Human Resources. The support staff member shall be entitled to Union representation as assigned by the Unit Leadership Team. The outcome of this meeting must result in a detailed summary which outlines the issues and the means by which the employee may correct them. An original copy of the summary must be submitted to Human Resources for inclusion in the employee's personnel file. A copy will also be sent to the appropriate division vice president, supervisor, employee and the Unit Co-Chairs. It is the responsibility of the supervisor for

follow up within thirty (30) calendar days. This may be extended up to ninety (90) days. The original of the follow up documentation will be placed in the employee's file. It is important to note that this meeting is not a disciplinary meeting, but is intended to be a performance improvement session.

- B. At the end of the ninety (90) days, if the performance issues have not been resolved, the appropriate vice president and Human Resources may review the initial plan and with input from the Unit Co-Chairs, may decide if a revised plan should be put in place. The revised plan may be in place for up to an additional ninety (90) days. If after review, a revised plan is not put into place, the employee may move to Step 1 in the discipline process.
- C. The employee can request a meeting with the Chief Human Resources Officer to discuss a perceived conflict with the direct supervisor. The Chief Human Resources Officer will follow up with the supervisor and the appropriate dean within thirty (30) calendar days of the meeting to ensure the situation has been resolved. Human Resources will contact the employee following the meeting with the supervisor and the appropriate dean within two (2) weeks.

## Section 2: Discipline, Suspension, and Discharge

With the exception of misconduct, multiple problems or deficiencies, emergency situation 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 their immediate supervisor. This discussion will be noted, in writing, in the employee's personnel file. The employee, at their option, may be accompanied by a representative of the Unit 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 supervisor and Human Resources, 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 workdays. A written record of the suspension shall be completed by the supervisor and Human Resources, 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 meeting with the highest ranking Human Resources Administrator and the appropriate Vice President, President or their neutral designee.

If 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. If an employee has had multiple disciplinary occurrences of a similar nature through the term of their employment the course of action may begin at Step Three.

The disciplinary record will be dated at each step and the employee will be provided a copy of the material placed in his/her personnel file.

### Section 3: Improper Discipline, Suspension, Discharge

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 the grievance procedure as is appropriate.

## Article 11 Seniority

### Section 1: Seniority Begins

Seniority for a support staff employee shall begin on the first day of employment in a permanent regular Bargaining Unit position.

### Section 2: Seniority Termination

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: Probationary Period

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

### Section 4: Probationary status on July 1

If the employee has not completed their probationary period prior to July 1, they will advance to the next step on the salary schedule of the first workday after such completion.

## **Article 12 Temporary Employees**

### **Section 1: Short Term Vacancy**

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

### **Section 2: Short Term Project or Peak work Periods**

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

### **Section 3: Circumvention**

In no case will a temporary employee be used to circumvent the hiring of a regular employee. When possible, the College will offer assignments first to support staff employees, providing this would meet College needs and does not conflict with the support staff employee's existing position hours. When determining whether to fill a need by assigning additional or overtime hours to current employees, or whether to bring in a temporary employee, the College will consider items including: duration of assignment, hours required for assignment, skill requirements, urgency of need, internal/external employees already trained, and the ability of the department to train employees.

### **Section 4: Time Frame for Temporary Employees**

A temporary employee may be hired for up to six (6) months, to be extended upon mutual agreement. The Unit Leadership Team will be notified in writing (email notification is acceptable) of the hiring of all temporary employees within ten (10) workdays of the appointment; initial notification to include projected length of temporary appointment except for individuals hired under Section 2 of this Article.

## **Article 13 Student Employees**

Students are a key factor in the College's labor force and should be treated as such. They can be extremely dependable and trustworthy, provide initiative and creativity, and maintain confidentiality in many offices on campus.

### **Section 1: Supervision of Student Employees**

- A. Supervisors train, motivate, guide, and evaluate the student employee. Supervisors also serve as role models for the development of solid work habits such as punctuality, dependability, cooperation, honesty, and efficiency.

- B. The College and the Unit agree that the hiring, termination, and discipline of student employees shall remain the sole responsibility of College administrative staff.
- C. Support Staff employees who are paid at pay grade thirteen (13) or above may have extended responsibility for student employees, taking on some additional responsibilities from their supervisor. See Appendix J for a chart that outlines those responsibilities.
- D. Support staff employees who are paid at pay grade twelve (12) or below shall not take on responsibilities deemed supervisory in nature of student employees. They may work with student employees and perform limited responsibilities related to day to day work. See Appendix J for a chart that outlines those responsibilities.

Please note: The chart in Appendix J may be modified upon agreement of the Special Conference Committee. The latest version of the chart shall be located on the KCC share drive (currently the M drive).

## Section 2: Supplantation of Bargaining Unit Work

The Unit and the College support the use of student employees to assist Support staff employees in performing support staff work in accordance with College guidelines. However, student employees will not be used to supplant support staff employees whose jobs are eliminated or hours reduced.

## **Article 14 Termination of Employment**

### Section 1: Notice of Termination

An employee terminating employment must give ten (10) work days advance written notice, excluding vacation, to Human Resources.

### Section 2: Failure to Provide Notice of Termination

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

## **Article 15 Special Conference Committee**

### Section 1: Function of Committee

The main function of the Special Conference Committee is to confer on matters pertaining to the employees as they relate to wages, hours and working conditions as outlined in this Agreement.



Participants will include bargaining representatives from support staff and administration. These meetings will be scheduled for July, October, February, and May.

## Section 2: Meeting Agendas

Each party will propose agenda items for the meeting(s) in writing to Human Resources by the last day of the month preceding the scheduled meeting. The parties will agree on the final agenda and share responsibilities for organizing material and resources. Adjustments to this schedule can be made by either party by submitting a request for adjustment and getting agreement from the other party before the last day of the month preceding the scheduled meeting. The October meeting will include the status of upcoming changes in health insurance and discussion regarding the changes. A standing topic for the agenda will be vacant and new positions. The committee will determine the dates and time of the support staff meetings.

After finalizing the agenda, the parties will also agree on invited participants for particular agenda items. Agenda items may include but are not limited to: job descriptions, explanation of insurance, evaluation process, status of open positions, hiring process, temporary employees, and performance improvement.

Following a yearly discussion at the October Special Conference Committee meeting, a committee may be appointed by the Unit Leadership Team and the Administration to review and discuss the evaluation process/tools/instruments. The review committee will be facilitated by Human Resources and will consist of three (3) employees appointed by the Unit and two (2) employees appointed by the Administration. Recommendations will be reviewed by the Special Conference Committee and submitted to the Board with any final recommendations.

## **Article 16 Grievances**

### Section 1: Definition

- A. A grievance is defined as an alleged violation of the terms of this Agreement with respect to wages, hours and working conditions. A grievant is defined as an employee, a group of employees or the Unit.
- B. The term “day” when used in the Article shall mean “workday” unless specified otherwise. Workday is defined in Article 6, Section 1.
- C. Copies of all grievance documents will be forwarded to Human Resources by the supervisor/administrator involved in the grievance for the College Grievance file. This file will be maintained as a file separate from employee files for the purposes of maintaining account records of ongoing personnel issues, periodic review for ensuring College-wide consistency and to ensure understanding of how individual grievances may impact other employees.

- D. Should the College decide to use a designee during any part of the process the Unit will be immediately notified of the decision and provided the name within twenty-four (24) hours of assignment.

## Section 2: Employee Relations Assistance

- A. The employee can request a meeting with the highest ranking Human Resources Administrator or their designee to discuss a concern(s) with the direct supervisor or issues in the work environment.
- B. If Human Resources and the employee agree, Human Resources, or designee, will follow up with the supervisor and the appropriate dean within thirty (30) calendar days of the meeting to ensure the situation has been resolved.

## Section 3: Purpose

The purpose of this procedure is to secure equitable solutions to grievances which may arise from time to time that were not resolved between the employee and their supervisor.

## Section 4: Procedure

In most cases, it is desirable that an employee having a concern should notify their supervisor. This supports the responsibilities of the employee and supervisor, promotes a strong working relationship and allows issues to be raised before escalating to higher levels. Unless the situation has already escalated, the Unit and Human Resources will encourage both the employee and the supervisor to resolve issues before moving to Step 1.

### Step 1 Verbal Procedure

An employee, a member of the Unit Leadership Team, and Human Resources shall first discuss the grievance with the involved supervisor within ten (10) working days of the cause of, or receipt of written notification, of said alleged grievance. A brief memorandum shall be written with five (5) days validating both parties understanding of the discussion result (email agreements shall be an acceptable form of memo)

### Step 2 Written

1. If the grievant is not satisfied with the decision at Step 1, the grievant and a member of the Unit Leadership Team or Steward, may file a written grievance with the highest-ranking Human Resources Administrator 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 to have been violated and the specific relief requested.
2. Within eight (8) days of receipt of the written grievance, the highest-ranking Human Resources Administrator, or their designee, shall meet with a Unit Leadership Team member or Steward, and parties pertinent to understanding the grievance. Based on the

nature of the grievance, the Unit Leadership Team representative may request a private meeting with the Human Resources Administrator on behalf of the member. Meetings may include internal mediation led by Human Resources or designee, which, if successful will include a written statement of agreement. If mediation is not used, or if it is not successful, the highest-ranking Human Resources Administrator or designee shall provide a written decision within eight (8) working days after the meeting.

### Step 3 Forward to the President

1. If the Unit is not satisfied with the disposition of the grievance or if no written decision has been rendered within eight (8) days of the meeting in Step 2, the Unit 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. A meeting will be held with the President or their designee, the Unit Leadership Team and the UAW International Representative, to discuss the grievance. This meeting will occur within thirty (30) days of receipt of the written grievance, with a decision to be submitted within ten (10) days after the meeting.

### Step 4 External Mediation

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

### Step 5 Appeal to Board of Trustees

If the grievant or the Unit 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 Unit Co-Chairs copies of material submitted in the previous steps of the grievance procedure. The decision of the Board of Trustees shall be issued to the Unit within thirty (30) days of the receipt of the written request for decision.

### Step 6 Arbitration

1. If the Unit is not satisfied with the Step 5 decision, the Unit may request that the matter be submitted to arbitration. Said request shall be made within then (10) days of the receipt of the Step 5 decision and the Board must consent in order to submit the matter to arbitration.
2. The Board and the Unit 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 Unit 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 Unit.

4. The arbitrator shall be requested to issue their 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 by the losing party. 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 5: Reprisals, Withdrawal, or Extension

- A. No reprisals of any kind shall be taken by either party, the Unit 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. In cases of verbal withdrawal, written confirmation will be forwarded to the supervisor/administrator at the level that the grievance is withdrawn.
- 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.

#### Section 6: Reinstatement of a Settled Grievance

- A. Where settled grievances are subject to appeal by the aggrieved employee(s) and in those appeal cases where the International Union, UAW, by either its Executive Board, Public Review Board or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Unit or a representative involved, the International Servicing Representative of the UAW may inform the highest ranking Human Resources Administrator in writing that it requests that the Board reinstate the grievance at the Step in the Grievance Procedure at which the original disposition on the grievance occurred. If the Board agrees to reinstate the grievance then the grievance shall be reinstated at that step.
- B. It is agreed, however, that the Board will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of the Labor Agreement, or applicable law, at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of reinstatement as provided herein.

- C. It is further agreed that the reinstatement of any such grievance shall be conditioned upon prior agreement of the Unit and the employee or employees involved, that none of them will thereafter pursue such claims for damages against the Board or College in the Grievance Procedure or in any federal or state court or federal, state or municipal agency.
- D. Notwithstanding the foregoing, the decision of the impartial arbitrator on any grievance shall continue to be final and binding on the Unit and its members, the employee(s) involved, and the Board. Any grievance which has been submitted to the arbitration shall not be subject to reinstatement.

## **Article 17 Leaves of Absence**

Note: Employees with five (5) days of medically related leave may qualify for Family Medical Leave Act (FMLA) protection. Information on the rights and responsibilities for this protection is found on the Department of Labor website. Employees should contact Human Resources with any questions regarding this protection.

### **Section 1: Sick Leave**

- A. Each regular, full time employee earns eight (8) hours sick leave allowance for each full month, or major portion thereof, that they are actively performing their 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 Injury, illness or quarantine.
  - 2. Illness or injury to spouse, child, grandchild, parent, foster child, or other IRS dependent living in the same household.
  - 3. Up to forty (40) hours sick leave may be used annually for serious illness, including the birth of grandchildren or injury to a child, grandchild, parent or grandparent not living in the same household. The maximum limit is prorated if employee is less than full time.
  - 4. Childbearing, maternity/paternity leave, adoption and/or the addition of a child/children to the household. See Human Resources for applicable use of FMLA.
- D. Sick Leave may be used in increments of fifteen (15) minutes.
- 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. An employee who is laid off has available any unused accumulated sick leave previously earned, effective at the time of recall.
- G. 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: Sick Leave Donations/Bank



1. In the event that an employee has used all their accumulated sick leave and is unable to report for work, they may be placed on a leave of absence without pay under Section 3 if they submit a request in writing not later than five (5) workdays after the accumulated sick leave has been exhausted.
2. In the event that an employee will need to use all their accumulated leave and will be unable to report for work due to a catastrophic illness/injury, the employee may apply for leave donation from support staff employees providing the employee meets all of the following criteria:
  - a. Duration of absence must be a minimum of ten (10) workdays.
  - b. Absence must be FMLA certified, donated time cannot precede the FMLA certification. (Part time employees who do not meet the FMLA minimum hours threshold may qualify by providing physician authorization of required leave.)
  - c. Employee must use all their own sick and vacation leave first, before donations are applied to their account.
  - d. Donated time may be added to employee's own sick and vacation leave for up to ninety (90) days, assuming all other criteria are met.
3. If the employee meets the criteria listed above, they may make a formal written request to Human Resources who will verify the individual meets the above criteria.

If the employee submits a formal request and does not meet the criteria, Human Resources will notify the employee of the criteria they did not meet and also notify the Unit Co-Chairs of the request and the reason that the employee is not eligible to request leave donations.

- ❖ In the 2019-2020 fiscal year, there will be a trial run of a sick leave bank which will be evaluated by the Special Conference Committee prior to June 30, 2020, to determine whether support staff will continue to use a sick leave bank or revert back to the previous process below.
  - Support staff will be asked by the Unit Leadership for donations in July 2019 to fund the bank.

- If there are not enough funds in the bank to cover requests, the Unit Leadership Team will request additional donations to the bank. This step will be repeated as needed.

The Unit will make the request to support staff employees for donated leave time with the following restrictions:

- a. Leave time may be donated from either the member's sick or vacation leave.
- b. Donating employee must have a minimum of two (2) weeks leave remaining (combined sick and vacation) at the time the member volunteers to the donation and at the time the donation is removed.

### Section 3: Leaves of Absence Without Pay

- A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leave covered under the Family Medical Leave Act.
- B. For the employee not qualifying under A. above, or in addition to the above referenced leaves, after two (2) years of service with the College, leaves of absence 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 them.
  2. Prolonged illness of the spouse, child, parent, grandparent, siblings, parents-in-law, or a relative living and making their 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 thirty (30) days written notice and/or the two (2) years of service.
- C. After two years (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 the 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 Human Resources in writing within seven (7) workdays 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 judgement of their 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 their former position, if available, or transferred to a comparable position.

H. An employee who is an officer of the State or National Union or its affiliates shall, upon proper application, be given a leave of absence without pay for the purpose of performing duties of the Union.

#### Section 4: Leaves of Absence with Pay - Not Chargeable to Sick Leave

A. Funeral Leave

1. In the event of the death of a spouse, child, stepchild, child-in-law, parents, parents-in-law, grandchild, grandparent, sibling, or sibling-in-law, the employee shall be granted five (5) days of leave, with pay, which shall not be charged to their 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 an aunt, uncle, niece, or nephew, the employee shall be granted one (1) day of leave, with pay, which shall not be charged to their 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 employee or former employee, in the city, will be paid during the necessary time they are absent. The number of employees permitted to attend will be determined by Human Resources.

B. Jury or Witness Service

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 Human Resources with a copy of the jury summons or subpoena as soon after receipt as possible, and 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 employee receives for acting as a juror or witness. Such leave shall not be deducted from any other leave provided in this Agreement.

C. Unit Business

Upon notification, sixteen (16) hours shall be made available for use by the Unit to attend to its committee work, business functions or those of its affiliates. It is understood that the Unit Leadership Team or their designee are the only persons authorized to approve and notify the



College of the use of this paid leave by other members. All leave under this section is subject to approval by the supervisor, vice president and Human Resources.

#### D. Support Staff Meetings

Support staff will be granted time off with pay during the work day to attend two (2) meetings per year. Agendas for meetings will be developed in cooperation with administration. Staff from the Regional Centers and the Regional Manufacturing Technology Center shall be allotted travel time based on distance from main campus. Meetings will be held in May and November with specific dates and times to be determined in advance by the Special Conference Committee.

## **Article 18 Vacation**

### Section 1: Earning Vacation Time - Full Time Employees

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

- A. An employee having less than five (5) years seniority shall be allowed vacation time accrued on the basis of 8.76 hours for each calendar month of employment.
- B. 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 12.00 hours for each calendar month of employment.
- C. An employee having ten (10) years or more of seniority shall be allowed vacation time accrued on the basis of 15.50 hours for each calendar month of employment.
- D. No employee shall be eligible to use accrued vacation time prior to the completion of ninety (90) days of employment with the College.
- E. Vacation leave may be used in increments of fifteen (15) minutes.

### Section 2: Using Vacation Time

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

### Section 3: Earning Vacation - Part Time/New Employees

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: Personal or Emergency Use of Vacation Time

Up to sixteen (16) hours of vacation leave 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. Advanced written notification shall be provided to the employee's

supervisor(s), unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify their immediate supervisor by telephone or email. This leave may be taken in increments of fifteen (15) minutes.

#### Section 5: Payment for Earned Vacation Time

- A. An employee requesting and entitled to two (2) or more weeks of vacation may receive an advance approximately equal to their next regular paycheck. A written request must be received by Human Resources by the Friday before the payday preceding the vacation.
- B. In case an employee resigns and give ten (10) workdays notice, they shall receive any unused vacation credit in their final pay.
- C. An employee shall be paid their current salary while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

### **Article 19 General**

#### Section 1: Support Staff Evaluations

- 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. The evaluation process may be reviewed and updated based on decision(s) by the Special Conference Committee (see Article 15, Section 2).
- C. The evaluation document shall be posted on the share drive (currently the M Drive) or another designated location and as Appendix H.

#### Section 2: Equal Opportunity Statement

Kellogg Community College is an equal opportunity educator and employer. Neither the employer nor the Unit shall discriminate on the basis of national or ethnic origin, ethnicity, ancestry, color, race, sex (sex or gender, affiliation, expression of orientation), marital/family status, age, physical or mental ability, or attributes, genetic information, political affiliation, religion, veteran status, or any other characteristic covered by law in its admission policy, educational programs, activities, or employment policies. 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 employee nor the Unit shall discriminate against any employee or applicant for employment because of their membership or non-membership in the Unit.

### Section 3: Direct Deposit

Employees are encouraged to utilize direct deposit to institutions that are members of the clearinghouse used by the College. Paper paychecks are still available. Those employees who wish to utilize paper paychecks do so with the understanding that the College reserves the right to alter the delivery method of these paychecks at any time providing a thirty (30) day notice to impacted employee (e.g., mailing to homes versus on-campus mailbox) that paychecks are not available for pick up early with the exception of circumstances cited in Article 18, Section 5 (advanced vacation pay) and that in the case of unplanned closings, paychecks will not be made available until the College reopens.

### Section 4: Injuries at Work

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

### Section 5: Annuity Program(s)

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

### Section 6: Retirement Age

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

### Section 7: Contract Dissemination

Copies of this Agreement shall be made readily available to all Unit employees employed by the Board at no expense to the Unit employees or to the Unit. This Agreement will be posted on the College website and every Unit employee shall receive one (1) digital copy of this Agreement via email attachment. The Unit shall also be provided with thirty-five (35) printed copies of this Agreement. In the event the contract is modified by any Letters of Agreement or an appendix update, the College will provide digital copies (via email attachment) of the updates inclusive of modification(s), Letters of Agreement or an appendix update to all Support Staff as they occur and include these changes as a part of the contract in the share drive (currently the M Drive).

### Section 8: Contract Provisions

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 Unit and the Board will meet and negotiate regarding replacement contract language.

## Article 20 Insurance

The following insurance plans shall be in place through December 31 of each year. Benefits in this section shall be renegotiated by October 31 of each year of the contract.

The Unit Leadership Team will nominate one (1) individual each year to serve a three (3) year term on the Health Employee Advisory Team. Effort will be made to ensure support staff representation for part-time, full-time, and single, two person, and family users.

### Section 1: Medical Plan

The Board will provide a high-deductible health plan (HDHP) for each full time support staff employee and their spouse in compliance with Affordable Care Act Guidelines and Requirements. Employees' children are covered through the end of the calendar year of their 26th birthday. It shall be the responsibility of the support staff employee to comply with the enrollment dates established by the company and inform Human Resources of any changes in the member's insurance status.

References to medical and/or health insurance plan costs referred to in this Section are as defined by Michigan Public Act 152 of 2011 ("PA 152"). Effective January 1, 2015, full time support staff shall contribute to the cost of their health insurance plan through bi-weekly payroll deductions. These employees will contribute a percentage of the cost of the health insurance plan they select. The College will pay its share of the annual premium as defined in this section and will contribute an amount equivalent to the employee's annual deductible to the employee's health savings account. KCC will follow IRS guidelines regarding full time employees age sixty-five (65) or older enrolled in the College's health insurance plan receiving Medicare or Medicaid. These employees will receive an amount equivalent to their annual deductible paid to them through payroll.

- Through December 31, 2019 for full time employees, the College will pay its share of the annual premium. This resulting amount will be divided by the total medical insurance plan costs of the remaining employees [those employees not already contributing twenty percent (20%) or more] to determine each employee's required contribution rate. This percentage, multiplied by the College's cost of the health insurance plan the employee selects (i.e. - single, two-party or full family), will equal the employee's contribution amount. This percentage will be determined by a formula using the College's total health insurance costs, subtracting out contributions of other employees, and employee groups that contribute more than twenty percent (20%) of their medical insurance plan costs, resulting in a contribution amount necessary by its remaining employees to ensure the College is contributing eighty percent (80%) of its total health insurance plan costs.
- Effective January 1, 2020 for full time employees, the College will pay eighty percent (80%) of each employee's medical and/or health insurance plan costs, as defined by Michigan Public Act 152 of 2011 ("PA 152"), including contributing an amount equivalent to the employee's annual deductible to the employee's health savings account. The College will follow IRS guidelines regarding full time employees age sixty-five (65) or older enrolled in the College's health insurance plan receiving Medicare or Medicaid. These employees will receive an amount equivalent to their annual deductible paid to them through payroll.

In the event the Board does not elect to comply with Section 4 of PA 152, the employee's contribution amount shall be the difference between the cost of the employee's chosen health

insurance plan and the effective amounts enumerated in Section 3 of PA 152 for the appropriate family status of the employee.

A copy of the plan design will be provided to each employee at the time of enrollment.

The medical coverage shall be substantially similar coverage to the current plan and shall be effective for the life of this Agreement or through the last day of active employment. The intent is that overall employee benefits provided in the plan when viewed as a whole should be reasonably equivalent to the existing plan.

Full time support staff employees not electing health insurance coverage through the College will receive a "cash-in-lieu" payment of five thousand, four hundred ninety-five dollars (\$5,495) in 2019-2020, 2020-2021, 2021-2022, and 2022-2023 to be paid in two (2) equal installments in August and February of each year.

Once a change has been submitted and the open enrollment period has ended it cannot be revoked until the next open enrollment change period with the exception of a major life-changing event as defined by the IRS.

Part time support staff employees' share of the total medical health insurance costs will be prorated based on the employee's full time equivalency (FTE). The College will pay the percentage matching the employee's FTE. The employee will pay the remaining portion (i.e. -  $100\% - \text{FTE}\% = \text{employee share}$ ) unless that percentage is less than the percentage being paid by full time employees. In that case, the part time employee will pay the same percentage as full time employees.

## Section 2: Dental Plan

The Board will provide a dental plan for each full time employee, their spouse, and dependent children who are defined in Section 1. The plan will provide up to one thousand, one hundred dollars (\$1,100) of coverage per calendar year, per covered individual, and a one-time one thousand, five hundred dollar (\$1,500) orthodontic rider for IRS defined dependents through their 25th year.

## Section 3: Vision Plan

The Board will provide each full time employee, their spouse, and IRS defined dependent children through their 25th year, with vision insurance with a three hundred, seventy-five dollar (\$375) benefit per family member, per calendar year.

## Section 4: Group Life Insurance

A group life insurance policy shall be furnished for each full time support staff employee with a face value equal to one times the support staff employee's annual base salary rounded to the next highest one hundred dollars (\$100) [unless already a multiple of one hundred dollars (\$100)]. Such policy shall provide double the above-recited benefits in case of accidental death and triple benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.

## Section 5: Long Term Disability

The Board will provide a Long-Term Disability Plan for full time support staff employees to include:

1. Sixty percent (60%) of monthly earnings to a maximum of four thousand dollars (\$4,000) per month.
2. Ninety (90) day waiting period for payment benefits begin.
3. Coverage not to extend beyond age sixty-five (65).

## Section 6: Effective Term

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: Part Time Employees

1. 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 (2,080) 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.
2. The employee may select one (1) 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 (2,080) hours.
3. 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. An employee working less than seven hundred (700) hours is not eligible for Life or Long-Long-term Disability.

## Section 8: Medical Expense and Dependent Child Care Accounts

The Board will provide a Medical Expense Reimbursement Account and Dependent Child Care Account through Section 125 of the Internal Revenue Code as permitted by law.

# Article 21 Tuition

## Section 1: Kellogg Community College Tuition

An employee, their 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. In the case of an employee's death while employed at Kellogg Community College, these benefits will extend as long as the dependent meets the eligibility requirements.

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: Tuition Reimbursement for Non-Kellogg Community College Institutions

1. An employee may enroll in three (3) off-campus courses for up to a maximum of nine (9) credit hours per contract year in order to enhance or improve their job skills, or as a requirement of a degree program, subject to the prior written approval of their supervisor(s) up through their Vice President. Support Staff requesting tuition reimbursement should include a written rationale indicating how the course/program choices are supportive of responsibilities at the College. For credits completed from other institutions of higher education, payment for tuition and university applied fees shall be capped at the IRS defined non-taxable cap for tuition reimbursement (Note: In 2018 the level was \$5,250).
2. If the College's enrolled credit hours in a completed fiscal year equals or surpasses the credit hours recorded for the 2013/2014 fiscal year, support staff employees may enroll in one (1) additional class in the following fiscal year (for a total of (4) off campus course, up to a maximum of twelve (12) credit hours in a contract year). This will be determined in July of each year based on the preceding year's enrollment.
3. 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, plus a stipend of not more than three hundred dollars (\$300) per semester for books. The reimbursement amount is prorated for employees whose work schedule is less than full time. This section shall not be subject to the grievance procedure.
4. Any support staff employees starting classes - Non-KCC - for the first time after July 1, 2017, and receiving reimbursement for Non-KCC course work under this section who voluntarily leave employment with the College within five years of receiving the reimbursement, shall reimburse the College for those payments. The amount of reimbursement shall be 20% after four (4) years, 40% after three (3) years, 60% after two (2) years, 80% after one (1) year, and 100% if less than one (1) year. Under extraordinary circumstances, the support staff employee may request a waiver of reimbursement from the College President.
5. Support staff employees who were enrolled and successfully completed Non-KCC credit based courses in 2015-2016 and employees who began non-KCC courses before July 1, 2017 will be excluded from the reimbursement payback schedule in paragraph D above.

## Article 22 Compensation

### Section 1: Overtime and Additional Hours - Regular Staff

- A. The normal working hours per week for a full time employee consists of five (5) days, eight (8) consecutive 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 request or recommendation of the supervisor, overtime pay will be allowed if approved by the employee's supervisor. Such request or 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, they are 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, they are 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 workweek, except Sundays, shall be paid for at one and one-half (1 1/2) times the employee's regular rate of pay.

### Section 2: Compensatory (Comp) Time

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

- A. 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.
- B. All comp time must be approved, in advance, by the employee's supervisor.
- C. The maximum number of hours that may be accumulated as comp time shall be two hundred forty (240).
- D. Any comp time for a full time employee will be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate. Comp time for a part time employee will be paid straight time for (1 for 1) for any hours less than forty (40) hours in a given workweek. Once a part time employee exceeds the forty (40) hours, they will qualify for time and one-half (1 1/2).



### Section 3: Holidays

- 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 paid leave.
- C. An employee whose work schedule includes any or all of the days listed in Appendix D shall receive a holiday with regular pay for the contract year.
- D. Winter Break will include eight (8) paid holidays each year. These days shall be determined by the College.
- E. Each support staff employee who regularly works eight (8) hours on a national election day will receive up to two (2) hours leave on that day to allow them to vote. The specific time will be coordinated with their supervisor to ensure department coverage.
- F. 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.
- G. 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 Unit.
- H. In addition, each employee shall be allowed one (1) floating holiday each year to fall between July 1 and June 30, to be scheduled at their discretion with at least a twenty-four (24) hours' notice to the immediate supervisor and submit it through their timesheet.

**Holiday list can be found on Appendix D of this contract.**

### Section 4: Pay Grades

#### A. Pay Grade 11

An individual employed in Pay Grade Level 11 performs functions supporting College operations. These positions will often be the first point of contact for the area they support. These positions often perform repetitive tasks. Individuals in these positions make decisions that are relevant to following established procedures. Heavy lifting may be required in some positions.

#### B. Pay Grade 12

An individual employed in Pay Grade 12 performs functions supporting a College Department or College Center. These positions will often be the first point of contact for the area they support. These positions are office and clerical in nature, requiring a moderate level of decision making that follows established procedures.

### C. Pay Grade 13

An individual employed in Pay Grade Level 13 is assigned to an area where these employees support an instructional, management, or operational function of the College. These employees require a higher-level skill set (knowledge, skills or abilities) and function with an independence of operations. They perform tasks which require the conception of a process or procedure with subsequent advancement toward development, implementation, follow-up and evaluation. They are highly focused and have technical and/or specialized knowledge in their area of work and are frequently required to make unique decisions using a higher level of problem solving.

### D. Pay Grade 14

An individual employed in Pay Grade Level 14 is assigned to an area where these employees directly implement a management or operational function of the College. Considered as experts in their area of work, these employees work on determining and implementing functions within broad parameters and perform tasks, which require implementation level of responsibility for a process or procedure from development, implementation, follow-up and evaluation. Their knowledge and input helps shape department decisions.

### E. Pay Grade 15

An individual employed in Pay Grade Level 15 works with internal and/or external constituents. Working within guidelines set by College Management, these employees maintain expertise, information and procedures in a specific area. They work to understand the needs of the constituent and develops customized solutions. These employees determine, develop, implement and evaluate the solution.

### **A list of positions and their pay grades can be found in Appendix C.**

Specific positions and titles may change during the duration of this contract based on the conditions outlined in Articles 7 or 8.

## Section 5: Compensation Schedules

- A. Compensation schedule for 2019-2020, 2020-2021, 2021-2022 and 2022-2023 is presented in Appendix A. For each fiscal year the salary scale shall increase one percent (1%). All support staff employees on salary steps below the maximum shall advance one step in each year.
- B. For 2019-20, for each one percent (1%) that the College's contact hour enrollment is less of a decrease than projected by the College's Enrollment Management Cabinet for the 2019 Fall semester (-4.7%), all economics items in Appendix A shall increase by an additional one-half percent (0.5%), up to a maximum of two percent (2%). The increase will be retroactive to July 1, 2019. The Universal Drop Date of each semester shall be used to determine the change.
- C. Additionally, in May 2020, if the PPT Reimbursement from the State of Michigan allocated to the General Fund is fifteen percent (15%) more than budgeted, a one-time payment equal to

one-half percent (0.5%) of annualized wage will be distributed over the remaining payroll periods for the 2019-2020 fiscal year.

- D. 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.
- E. A new hire will be placed at an appropriate step based on experience and/or education as determined by the Administration.

**Wage and step schedules can be found in Appendix A.**

**Section 6: Additional Compensation**

- A. An additional \$0.05 per hour for a Required Certified Forklift Operator License will be paid to the Clerk, Shipping & Receiving – Facilities.
- B. Support staff employees whose normal work schedule does not allow them to participate in professional development training, or other identified College activity, will be encouraged to flex hours according to Article 6, Section 6, in order to attend. If flexing is not feasible, support staff can be paid for up to ten (10) additional hours (per year) to attend professional development training or identified college activities.

**Section 7: Longevity**

- 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. Longevity compensation for employees who work less than full time is prorated.
- B. An employee receiving a longevity payment will have the longevity payment paid in a lump sum on the first pay date in December of each year.
- C. Longevity amounts shall increase as follows:
  - In 2019-2020:
    - 10th - 19th year by \$139.50;
    - 20th year and beyond by \$103.50
  - In 2020-2021, 2021-2022, 2022-2023:
    - 10th -19th year by \$46.50 each year
    - 20th year and beyond by \$34.50 each year

**Longevity Table can be found it Appendix B**

**Section 8: Reclassification**

There are times when position responsibilities need to be reviewed to determine if the classification of the position reflects the responsibilities of that position.

- A. One (1) time per year support staff employees can request reclassification of their position. This request must be submitted between January 2nd and January 31st each year and must provide rationale as to changes or reasons why a review is requested.
- B. Support staff employees can also request reclassification if there has been a **substantial change** of responsibilities for the position. This request can be submitted either between January 2nd and January 31st or July 1st and July 31st each year.

*Defining Substantial Change:*

1. A substantial change means a minimum of 25% of responsibilities as reflected in the position description questionnaire (PDQ) (i.e. approx. 2 hours per day or more).
2. A substantial change or alteration must also include one or more of the following: additional skills, technical knowledge, accountabilities, and/or requirements to perform responsibilities.
3. A change in volume of work is not a substantial change in responsibility.
4. Keeping skills, knowledge and abilities upgraded to meet the changes needed to perform current job functions is not necessarily a substantial change in responsibility.
5. A change in a process or procedure, only qualifies if there is substantial change in certifications, degree or skill levels as a result of the change.  
*Note:* Determining a change is substantial enough for review does not guarantee a reclassification will result.

Guidelines for submitting reclassification requests:

- A. Support staff employees should discuss with his/her supervisor and update the PDQ and begin filling out the SSRRF. The original PDQ, updated PDQ, and SSRRF should be submitted via an email to his/her supervisor, Human Resources, and the Unit Co-Chairs.  
*Note:* Support staff employees may request assistance in drafting their PDQ through their Unit Leadership Team.
- B. The support staff employee submitting a PDQ and a SSRRF should expect that the original submitted languages will remain unchanged throughout the reclassification process. Administration shall not modify language that the support staff employee has submitted. Forms will provide appropriate opportunities for administrative feedback.
- C. The supervisor and their management will comment and send the SSRRF up through their Vice President.
- D. Human Resources assesses and adds their comments to the SSRRF and convenes the Support Staff Reclassification Review Committee.

- E. The committee is formed of two (2) administrators and two (2) support staff employees (support staff representatives to be chosen by Unit Leadership Team) to review the request(s). That group assesses the request(s) and adds their comments to the SSRRF. One representative each from Unit Leadership Team and Human Resources shall serve as facilitators on the committee.
- F. The Vice Presidents, President and Human Resources review the request(s) and approve for review or deny the review. If the review is denied, Human Resources ensures the comments are added to the SSRRF and communicates the decision to the submitting support staff employee(s), their management, and the Unit Co-Chairs.
- G. If the request for review is approved, and Human Resources recommends that the position is similar to an existing position and provides sufficient justification to match the position to that classification, then the Vice Presidents and President will make the final reclassification decision based on that information. The SSRRF will be updated accordingly and the decisions communicated to the submitting support staff employee, their management, and the Unit Co-Chairs.
- H. If the position is not similar enough to justify a match to an internal position, then the request will be forwarded to the vendor for reclassification review. The SSRRF is updated and the employee, their management and the Unit Co-Chairs are informed of the decision.
- I. The vendor provides recommendations based on their review of the position description questionnaire. The College reserves the right to make decisions on the final classification and placement of positions. There may be times when the recommendation of the vendor is not supported by the College. After final determination, the SSRRF will be updated and provided to the submitting support staff employees, their management, and the Unit Co-Chairs.
- J. Positions identified as warranting a reclassification review will be sent to the vendor in April if submitted in January and October if submitted in July.
- K. Final reclassification decisions are the responsibility of the administration and the Board.
- L. This process will be reviewed twelve (12) months prior to the contract expiration date. The Special Conference Committee review will include analysis and evaluation of the entire reclassification process (procedures, responsibilities, tools, and vendor) from submitting for reclassification, through determination of qualification, evaluation by the vendor and implementation of any outcomes.

## Article 23 Payments at Retirement

An employee desiring to take advantage of these payments at retirement must submit a letter of resignation to Human Resources three (3) months prior to their retirement date.

### Section 1: Sick Leave Payout

If an employee with ten (10) years of service with the College begins drawing retirement benefits under the provisions of the Michigan Public Schools Employee Retirement System (MPERS) within thirty (30) calendar days of retirement, they shall be paid for their unused sick leave. Employees hired prior to December 1, 2009, will receive the maximum of eight hundred (800) hours.

Employees hired December 1, 2009 and after are eligible to receive up to:

<b>Retirement Date</b>	<b>Maximum Sick Leave Payout</b>
July 1, 2019 through June 30, 2020	Five hundred seventy-five (575) hours
July 1, 2020 through June 30, 2021	Six hundred fifty (650) hours
July 1, 2021 through June 30, 2022	Seven hundred twenty-five (725) hours
July 1, 2022 through June 30, 2023	Eight hundred (800) hours

Part time employees shall have the benefit reduced according to their percent of full time employment.

### Section 2: Retirement Incentive Program

The following retirement incentive program shall be available:

An employee submitting a timely letter of resignation shall be eligible to receive the appropriate benefit below if they will be receiving retirement benefits from the MPERS within thirty (30) calendar days of the effective date of the resignation. The benefits are based upon the number of years of consecutive credited service.

The College will pay an eligible employee on the basis of the following schedule:

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

### Section 3: Payment of Retirement Incentive

Payments for the above benefits will be made according to the KCC 403(b) plan agreed to by the parties. The employee shall choose from a list of approved 403(b) vendors and the College will make payment directly to the selected vendor. Payment will be made within thirty (30)

calendar days of the employee's retirement date. FICA, Medicare and other taxes will not be deducted from this payment.

It is the employee's responsibility to establish their account prior to their retirement. The employee will be responsible for any tax liability (federal, state, and local) at the time they make their withdrawals from this account.

#### Section 4: Employee Death

In the event of the death of the employee prior to the above payment, the payment shall be remitted to the employee's beneficiary on record as of the date of retirement. In the event that no beneficiary is on record, the payment shall be made to the estate of the employee. Said payment to the beneficiary or estate shall be made according to the above schedule.

### **Article 24 Duration and Modification**

#### Section 1: Term of Contract

This Agreement shall continue in full force and effect until 11:59 pm on June 30, 2023.

#### Section 2: Contract Renewal

This contract shall be renewed 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. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date designated in this Agreement.

#### Section 3: Wage Reopener

This contract guarantees a minimum one percent (1%) increase in wages, for years two (2), three (3), and four (4). The Unit has the option of reopening the contract each year to negotiate for additional wages. The Unit may choose not to reopen due to economic conditions and wages will still increase by the guaranteed one percent (1%).

#### Section 4: Modifications

- A. 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.
- B. 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 amendment 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.

- C. In the event of modification to this Agreement during its term as provided for in this Article, modification will be placed as an appendix to this Agreement. The digital file in the share drive (currently the M Drive) will be updated. Human Resources will provide email notices of its availability to all administrators and support staff of Kellogg Community College.



FOR THE BOARD OF TRUSTEES, KELLOGG COMMUNITY COLLEGE



Mark O'Connell  
President



Ali Robertson  
Chief Human Resources Officer



Eric Greene  
Chief Communications Officer



Carole Davis  
Chair, Math and Science Education

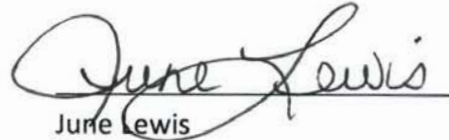


Holly McKee  
Director, Support Services

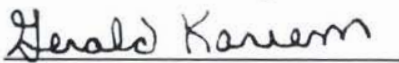
KELLOGG COMMUNITY COLLEGE SUPPORT STAFF UNION UAW LOCAL 1294, UNIT 25



Neville Mark  
UAW International Representative



June Lewis  
Unit Co-Chair



Gerald Kariem  
UAW Region 1D Director



Jean Rice  
Vice Chair



Melinda Hall  
Unit Co-Chair



Garold Simison  
Committee Person At-large

APPENDIX A - WAGE SCALES

**2019-2020**

Step	Pay Grade 11	Pay Grade 12	Pay Grade 13A*	Pay Grade 13	Pay Grade 14	Pay Grade 15
1	15.29	15.91	18.26	18.94	20.21	21.22
2	16.22	16.86	19.22	19.91	21.24	22.22
3	17.15	17.81	20.17	20.87	22.26	23.24
4	18.07	18.74	21.14	21.83	23.28	24.29
5	19.01	19.67	22.10	22.80	24.33	25.35
6	20.33	21.04	23.51	24.24	25.87	26.92

\*Pay Grade 13A is for those positions with a Grandfather Clause and former O&C IIs identified by Hay as pay grade 13.

**2020-2021**

Step	Pay Grade 11	Pay Grade 12	Pay Grade 13A*	Pay Grade 13	Pay Grade 14	Pay Grade 15
1	15.44	16.07	18.44	19.13	20.41	21.43
2	16.38	17.03	19.41	20.11	21.45	22.44
3	17.32	17.99	20.37	21.08	22.48	23.47
4	18.25	18.93	21.35	22.05	23.51	24.53
5	19.20	19.87	22.32	23.03	24.57	25.60
6	20.53	21.25	23.75	24.48	26.13	27.19

\*Pay Grade 13A is only for those positions with a Grandfather Clause.

**2021-2022**

Step	Pay Grade 11	Pay Grade 12	Pay Grade 13A*	Pay Grade 13	Pay Grade 14	Pay Grade 15
1	15.59	16.23	18.62	19.32	20.61	21.64
2	16.54	17.20	19.60	20.31	21.66	22.67
3	17.49	18.17	20.57	21.29	22.71	23.71
4	18.43	19.12	21.56	22.27	23.75	24.78
5	19.39	20.07	22.54	23.26	24.82	25.86
6	20.74	21.46	23.98	24.73	26.39	27.46

\*Pay Grade 13A is only for those positions with a Grandfather Clause.

**2022-2023**

Step	Pay Grade 11	Pay Grade 12	Pay Grade 13A*	Pay Grade 13	Pay Grade 14	Pay Grade 15
1	15.75	16.39	18.81	19.51	20.82	21.86
2	16.71	17.37	19.80	20.51	21.88	22.89
3	17.67	18.35	20.78	21.50	22.93	23.94
4	18.61	19.31	21.78	22.49	23.99	25.03
5	19.58	20.27	22.77	23.49	25.07	26.12
6	20.95	21.68	24.23	24.97	26.65	27.74

\*Pay Grade 13A is only for those positions with a Grandfather Clause.

## APPENDIX B - LONGEVITY SCALES

### LONGEVITY

<b>2019-2020</b>	<b>10th through 19th year</b>	<b>\$1,923.50</b>
	<b>20th year and over</b>	<b>\$2,357.50</b>
<b>2020-2021</b>	<b>10th through 19th year</b>	<b>\$1,970.00</b>
	<b>20th year and over</b>	<b>\$2,392.00</b>
<b>2021-2022</b>	<b>10th through 19th year</b>	<b>\$2,016.50</b>
	<b>20th year and over</b>	<b>\$2,426.50</b>
<b>2022-2023</b>	<b>10th through 19th year</b>	<b>\$2,063.00</b>
	<b>20th year and over</b>	<b>\$2,461.00</b>

## APPENDIX C - POSITION TITLES BY PAY GRADES

### Position Titles by Pay Grade

**GRANDFATHER CLAUSE:** Positions Indicated in the last column of this table are grandfathered in at a higher pay level than their current PDQ grade level. When vacated by the current employee in this position as of June 30, 2019 positions will move to the correct pay level unless extensive changes to the PDQ are made and a re-evaluation is completed.

Position Title	Pay Grade	Grandfather Clause & Pay Grade Level
Clerk, Bookstore	11	Yes - Grade 12
Clerk, Business Office	11	Yes - Grade 12
Clerk, Shipping & Receiving - Facilities	11	Yes - Grade 12
Center Assistant, Eastern Academic Center	12	
Center Assistant, Fehsenfeld Center (1 FT, 1 PT)	12	
Center Assistant, Grahl Center (3 PT)	12	
Center Assistant, RMTTC (1 FT, 1 PT)	12	
Department Assistant, Academic Support	12	
Department Assistant, Allied Health - Dental Clinic	12	
Department Assistant, Arts & Communication (1 FT, 1 PT)	12	
Department Assistant, Athletics & Physical Education	12	
Department Assistant, Business Education (PT)	12	
Department Assistant, Criminal Justice Education	12	
Department Assistant, Early Childhood & Teacher Education	12	
Department Assistant, Emergency Medical Services Education	12	
Department Assistant, Information Technology Education	12	
Department Assistant, KCC Foundation	12	Yes - Grade 13A
Department Assistant, Math & Science	12	
Department Assistant, Morris Library (PT)	12	

Department Assistant, Nursing	12	
Department Assistant, Records & Registration (2)	12	
Department Assistant, Records Management - Support Services	12	Yes - Grade 13A
Department Assistant, Registrar's Office	12	
Department Assistant, Social Science	12	
Department Assistant, Student Life (PT)	12	
Department Assistant, Testing & Assessment - Records & Registration (1 FT, 1 PT)	12	
Department Assistant, Records Management - Upward Bound	12	Yes - Grade 13A
Specialist, Academic Advising	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Admissions (2)	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Career & Employment Services	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Human Resources (2)	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Lifelong Learning	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Public Information & Marketing	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Purchasing	13A 2019-2020 13, 2020-2021 and forward	
Specialist, Workforce Development	13A 2019-2020 13, 2020-2021 and forward	

Specialist, Workforce Solutions	13A 2019-2020 13, 2020-2021 and forward	
Instructional Assistant, Academic Support (4 PT)	13	
Instructional Assistant, Davidson Building	13	
Instructional Assistant, Industrial Trades (2)	13	
Specialist, Accounting	13	
Specialist, Accounts Payable	13	
Specialist, Financial Aid (2)	13	
Specialist, Industrial Trades	13	
Specialist, Information Services (2)	13	
Specialist, Materials Management - Industrial Trades	13	
Specialist, Morris Library Access Services	13	
Specialist, Morris Library Technical Services	13	
Specialist, Print and Document Services	13	
Specialist, Records Management - Records & Registration	13	
Process Specialist, Academic Support	14	
Process Specialist, Arts & Science	14	
Process Specialist, Human Resources	14	
Process Specialist, Information Services Help Desk	14	
Process Specialist, Information Services	14	
Process Specialist, Media Design Center	14	
Process Specialist, Print and Document Services	14	
Process Specialist, Support Services	14	
Analyst Learning Systems	15	

## APPENDIX D - HOLIDAYS

### 2019-2020

Independence Day	July 4, 2019
Labor Day	September 2, 2019
Thanksgiving Day	November 28, 2019
Day after Thanksgiving	November 29, 2019
Winter Break	December 23, 24, 25, 26, 27, 30 & 31, 2019 and January 1, 2020
Martin Luther King Day	January 20, 2020
Spring Holiday	April 10, 2020
Memorial Day	May 25, 2020

### 2020-2021\*

Independence Day, Observed	July 3, 2020*
Labor Day	September 7, 2020
Thanksgiving Day	November 26, 2020
Day after Thanksgiving	November 27, 2020
Winter Break	December 23, 24, 25, 28, 29, 30, & 31, 2020 and January 1, 2021
Martin Luther King Day	January 18, 2021
Spring Holiday	April 9, 2021
Memorial Day	May 31, 2021

\*One additional Floating Holiday is applied for 2020-2021 only to be used by the employee in the 2020-2021 year (pro-rated for part time staff). This is non-precedent setting and addresses the July 4, 2020 holiday falling on a Summer Friday closure day.

**2021-2022**

Independence Day, Observed	July 5, 2021
Labor Day	September 6, 2021
Thanksgiving Day	November 25, 2021
Day after Thanksgiving	November 26, 2021
Winter Break	December 23, 24, 27, 28, 29, 30, & 31, 2021 and January 3, 2022
Martin Luther King Day	January 17, 2022
Spring Holiday	April 8, 2022
Memorial Day	May 30, 2022

**2022-2023**

Independence Day	July 4, 2022
Labor Day	September 5, 2022
Thanksgiving Day	November 24, 2022
Day after Thanksgiving	November 25, 2022
Winter Break	December 23, 26, 27, 28, 29, & 30, 2022 and January 2 & 3, 2023
Martin Luther King Day	January 16, 2023
Spring Holiday	April 7, 2023
Memorial Day	May 29, 2023



## APPENDIX E - KCC ACADEMIC CALENDAR(S)

### FALL 2019 SEMESTER

August 21, 22	Faculty Preparation Days
August 23, 26, 27, 28	Administrative Interaction Days
August 29	Classes Start
September 2	Labor Day
November 28, 29, 30	Thanksgiving Break begins @ 5:00 pm on November 27, no evening classes
December 16	Classes End
December 17, 18	Grading Days
December 18	Grades Due @ 12:00 PM

### SPRING 2020 SEMESTER

January 3, 6, 7	Faculty Preparation Days
January 8, 9, 10	Administrative Interaction Days
January 13	Classes Start
January 20	Martin Luther King Day
April 6-10	Spring Break (College Closed April 10)
May 4	Classes End
May 5, 6	Grading Days
May 6	Grades Due @ 12:00 PM
May 7	Commencement

### SUMMER 2020 SEMESTER

May 11	Classes Start
May 25	Memorial Day
July 3	Independence Day observed
August 6	Classes End
August 7	Grades due @ 12:00 PM

FUTURE ACADEMIC CALENDARS Negotiated by the College & Faculty Association can be found on the M share drive or another designated location.

APPENDIX F - PAYROLL DATES

**Payroll Dates**

	2019	2020	2021	2022	2023
January		3, 17, 31	1, 15, 29	14, 28	13, 27
February		14, 28	12, 26	11, 25	10, 24
March		13, 27	12, 26	11, 25	10, 24
April		10, 24	9, 23	8, 22	7, 21
May		8, 22	7, 21	6, 20	5, 19
June		5, 19	4, 18	3, 17	2, 16, 30
July	5, 19	3, 17, 31	2, 16, 30	1, 15, 29	
August	2, 16, 30	14, 28	13, 27	12, 26	
September	13, 27	11, 25	10, 24	9, 23	
October	11, 25	9, 23	8, 22	7, 21	
November	8, 22	6, 20	5, 19	4, 18	
December	6, 20	4, 18	3, 17, 31	2, 16, 30	

## APPENDIX G - BARGAINING COMMITTEE & STEWARD RESPONSIBILITIES

Unit Co-Chairs, are the acting Presidents and Chairpersons for the entire Bargaining Unit and Stewards for a designated group of employees.

Vice-Chair, Functions as a Committee Person on the Bargaining Unit and a Steward for a designated group of employees, and is the acting Chair, in the absence of the Unit Co-Chairs.

At Large Committee Person, Functions as a Committee Person on the Bargaining Committee and a Steward for a designated group of employees.

Stewards, function as a representative for a specific group of employees. However, their responsibility ends after Step 2 of the Grievance Procedure.

All of the above offices are elected and are representatives of the Local Unit. They meet with Administration over matters concerning the contract and workplace issues, within their responsibilities and jurisdictions.



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## 20\_\_-20\_\_ SUPPORT STAFF EVALUATION

**Employee Name:** \_\_\_\_\_

**Position Title:** \_\_\_\_\_

**Date of Performance Appraisal:** \_\_\_\_\_

**Name of Immediate Supervisor:** \_\_\_\_\_

**Title of Immediate Supervisor:** \_\_\_\_\_

**Employee's Signature:\*** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Immediate Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Second Level Supervisor's Signature (if Appropriate):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Division Vice President's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\* Indicates employee has read the information on this form — it does not imply agreement. Employee may attach comments to this form.*

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### ***Rating Scale***

- 0 = Performance is unsatisfactory and does not meet minimal requirements for the position.
- 1 = Performance is less than satisfactory and significant improvement is necessary.
- 2 = Performance is marginally acceptable and significant improvement remains necessary.
- 3 = Performance is generally satisfactory.
- 4 = Performance is completely satisfactory and above normal expectations for the position.
- 5 = Performance goes well beyond those generally accepted for a person in this position.

### Job/Position Knowledge

<b>Definition:</b> The degree to which the incumbent performs the procedures and/or specialized techniques of the job.
Measure of Performance <ul style="list-style-type: none"><li>* Follows established College and department procedures and policies.</li><li>* Has knowledge of the techniques, processes, equipment, and skills required to perform the job.</li><li>* Integrates new developments in the field into on-the-job performance.</li><li>* Interprets and understands policies and procedures.</li></ul>

**RATING**

<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** (Any ratings less than three (3) must be accompanied by specific recommendations for improvement)

### CORE PERFORMANCE DIMENSION Initiative and Problem Analysis

<b>Definition:</b> The degree to which the incumbent is proactive, innovative, and responsive to change and new ideas.
Measure of Performance <ul style="list-style-type: none"><li>* Identifies and recognizes problem situations.</li><li>* Understands and recognizes key College interrelationships</li><li>* Chooses the appropriate policy, procedure, or practice from available options presented in a problem situation.</li><li>* Reaches practical, workable, and imaginative solutions given information at hand.</li><li>* Willingly assumes responsibility, works independent with appropriate level of supervision, and follows through on details.</li></ul>

**RATING**

<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** (Any ratings less than three (3) must be accompanied by specific recommendations for improvement)

**APPENDIX H - PERFORMANCE REVIEW FORM**  
**CORE PERFORMANCE DIMENSION**

**Time and Resource Management**

**Definition:** The degree to which the incumbent plans and prioritizes the duties of the job while effectively utilizing appropriate resources.

Measure of Performance

- \* Establishes priorities consistent with the College's and department's goals
- \* Organizes and plans work effectively to achieve short-term results and long-term goals.
- \* Focuses effort on task at hand, is well organized, uses resources efficiently, and handles fair share of workload
- \* Effectively structures work activities, establishes priorities to meet deadlines, and fully completes assignments in a timely manner.

**RATING**

**0**      **1**      **2**      **3**      **4**      **5**  
                   

**Comments:** (Any ratings less than three (3) must be accompanied by specific recommendations for improvement)

**CORE PERFORMANCE DIMENSION**

**Team Work**

**Definition:** The extent to which the incumbent collaborates and cooperates with others and effectively contributes as a team player.

Measure of Performance

- \* Works effectively with individuals and departments to achieve the College's goal
- \* Is a team player—commits to a group's decision even when it is at variance with own position
- \* Respects diversity and is sensitive to the approaches and viewpoints of others
- \* Collaborates, shares information, and communicates effectively with others

**RATING**

**0**      **1**      **2**      **3**      **4**      **5**  
                   

**Comments:** (Any ratings less than three (3) must be accompanied by specific recommendations for improvement)

### Quality and Quantity of Work

**Definition:** The measure of effectiveness, accuracy and timeliness of work performed and volume of work produced

Measure of Performance

- \* Works with precision, accuracy, and attention to details.
- \* Achieves consistent results within day-to-day operations.
- \* Works with end-in-mind to do work right the first time.
- \* Increases output under stress without sacrificing quality.
- \* Performs work in an accurate, neat, and thorough manner that meets department standards.

**RATING**

0 1 2 3 4 5

**Comments:** (Any ratings less than three (3) must be accompanied by specific recommendations for improvement)

### Work Ethic

**Definition:** The degree to which the incumbent performs work responsibilities according to College policies and guidelines.

Measure of Performance

- \* Appropriately utilizes leave time and observes policies on break and lunch periods.
- \* Accepts responsibility for own mistakes and takes action to prevent similar occurrences.
- \* Treats others with respect, courtesy, and tact.
- \* Approaches work with a positive attitude.
- \* Represents the College in a positive and professional manner.

**RATING**

0 1 2 3 4 5

**Comments:** (Any ratings less than three (3) must be accompanied by specific recommendations for improvement)

## APPENDIX H - PERFORMANCE REVIEW FORM

### INDIVIDUAL PERFORMANCE DIMENSIONS

**Definitions:** If appropriate, up to three individual performance dimensions may be written by the employee and the supervisor. The individual dimensions may reflect an important, on-going responsibility of the job, or they may represent a one-time project which is expected to demand a substantial part of the incumbent's work effort.

An individual performance dimension should be an action-oriented description of why the responsibility exists and why it is important from the College's viewpoint.

Each statement should contain three key elements:

- \* **Action Verb** - How the function is performed
- \* **Function** - What function, activity, process, area, department, etc. is affected by the position
- \* **End Result** - Why the function is performed

Representative behaviors that can be used to measure the achievement of the dimension should also be written.

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**Individual Performance Dimension:**

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**Measures of Performance:**

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**Description of Actual Results Achieved:**



# APPENDIX J - STUDENT EMPLOYEE RESPONSIBILITY CHART

Student Employee Responsibility Chart

Responsibility	Pay Grade 13 & Above	Pay Grade 12 & Below				
	Can be Delegated to Support Staff	Support Staff Responsibility	Manager Responsibility (Cannot Delegate to Support Staff)	Manager Responsibility (Can be Delegated to Support Staff)	Manager Responsibility (Support Staff May be Consulted)	Support Staff & Manager @ Direction of Manager (Do Together)
Job Posting, Interviewing, Hiring, etc.						
Request Approval to Hire Student Employees			X			
Prepare Position Posting	X				X	
Activate Position Posting	X			X		
Recruitment of Potential Student Employees	X					X
Prepare Interview Questions or Testing	X				X	
Select Candidates to Interview	X				X	
Conduct Interview	X				X	
Select Candidate for Hire	X				X	
Request Work Authorization from CES			X			
Employment Offer to Student & Inform Student of Next Steps			X			
Work Assignments for Student Worker						
Orientation to the Department	X					X
Check Student Availability	X			X		
Develop Student Work Schedule	X				X	
Determine Scope of Work	X				X	
Daily Task Delegation	X			X		
Training & Guidance on Daily Tasks	X			X		
Issue Feedback on Daily Work Assignments to Include Review and Minor Corrections of Work	X	X		X		
Refer Potential Work Performance Issues to Manager	X	X				
Approve Timecard			X			
Track Student Employee Budget Expenditures	X			X		
Absence Reporting						
Develop Departmental Process for Reporting Absences	X				X	
Ensures Coverage Based on Absence of Student Worker	X				X	
Please Note: Support Staff may arrange for absence coverage if absence is covered with student employees. If absence is filled with additional College staff, it is the responsibility of the Manager.						
Feedback, Disciplinary Action, Termination						
Issue Formal Disciplinary Action			X			
Termination of Employment			X			
Complete Exit Slip & Forward to HR			X			

## TERM DEFINITIONS

Designee, A person (internal or external) designated by the college to act on their behalf

Flex Time, A process in which an employee, with approval of the immediate supervisor(s), has a measure of choice in temporarily determining the schedule of the employee's daily work hours.

Grievance, An alleged violations of the terms of this Agreement

Grievant, an employee, a group of employees or The Unit

PDQ, Position Description Questionnaire

SSRRF, Support Staff Reclassification Review Form

The Board, Board of Trustees of Kellogg Community College, Battle Creek, Michigan

The Unit, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and Kellogg Community College Support Staff Union, UAW Local 1294, Unit 25

Workday, Eight (8) consecutive hours per day, plus an unpaid lunch period