

**AGREEMENT**

**BETWEEN THE**

**KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES**

**AND**

**KELLOGG COMMUNITY COLLEGE MAINTENANCE UNION  
Michigan AFSCME Council 25, Local 331.06, AFSCME AFL-CIO**

This Agreement entered into this 1st day of July, 2022, between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board", and the Kellogg Community College Maintenance Union, hereinafter called "Union."

**WITNESSETH**

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

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

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

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**Article 1 Recognition**

Section 1: Pursuant to and in accordance with the applicable provision of Act 379 of the Michigan Public Acts of 1965, as amended, the Board recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees designated in the maintenance staff, excluding supervisors and all other employees.

Section 2: Full-time is defined as being on pay status for two thousand eighty (2080) hours per year.

**Article 2 Board Rights**

Section 1: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and the United States.

Section 2: The Union recognizes the prerogative of the Board to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority, which the Board has not officially abridged, delegated, or modified by this Agreement, are retained by the Board.

Section 3: The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Board must, within the existing framework of the statutes of the State of Michigan, maintain the buildings and grounds within the Kellogg Community College system as efficiently as possible and at the lowest possible cost consistent with fair labor standards. The Union will encourage the employees within the bargaining unit to individually and collectively perform loyal and efficient work.

**Article 3 Union Rights**

Section 1: A. All employees in the bargaining unit may become and remain members in good standing in the Union or pay a representative fee to the Union, which shall be an amount equivalent to the amount of dues uniformly required of members of the bargaining unit, subject to any rights as may be provided by law.

The Union agrees to defend, indemnify and save the Employer harmless against all legal claims arising out of Section 1.

B. Dues Check-Off. The Employer agrees to deduct the Union membership dues or representation fee from the pay of each bargaining unit member who signs an authorization for payroll deduction on a form provided by the Union. The amount to be deducted shall be certified to the Employer in writing by the Secretary-Treasurer of Michigan Council #25. The Employer shall remit said deductions with an itemized statement along with a list of the names of all bargaining unit members whose deductions were made to the Secretary-Treasurer of Michigan Council #25, A.F.S.C.M.E., A.F.L-C.I.O. to such address as designated. Dues shall be deducted on a bi-weekly basis.

- C. Employees may opt out of the Union during the opt out period which shall be from July 1 through August 1 of any contract year. An employee shall no longer be a member of the Union when the employee submits to the Union, during the opt out period, a statement signed by the employee that the employee is no longer a member of the Union.
- D. P.E.O.P.L.E. Check-Off. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 2: Except as specifically provided for by the terms and provisions of this Agreement, an employee shall not be permitted to engage in Union activity during working hours. The Union shall be authorized to hold meetings on campus if permission is granted at least twenty-four (24) hours in advance by the Administration.

- Section 3:
- A. There will be one Union Representative for each shift, not to exceed three (3) in total. The Grievance Committee Chair will be the Chapter Chair.
  - B. The Union Representative, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Administration. In the event a meeting cannot be scheduled during regular work hours, the Chief Financial Officer and the Union Representative will mutually agree on a meeting time. The Union Representative will receive equal time off with pay for time spent attending the meeting.
  - C. The Union shall annually inform the Administration, in writing, of all officers, designated Union Representatives and their alternates or temporary appointments, and Grievance Committee members. The Union shall notify the Administration within fifteen (15) days of any change.

Section 4: The Administration will provide at least one bulletin board at each site that is owned by the College and has at least one (1) regular bargaining unit employee assigned to the site for the exclusive use of the Union. The specific location of said bulletin boards will be mutually agreed upon between the Administration and the Union, and these locations shall be reviewed annually for relevancy. Such bulletin boards shall contain a statement that materials thereon have been posted by the Union for its members. The Union agrees that nothing will be posted that is obscene or that is intended to defame or libel anyone.

Section 5: The Union Chapter Chair shall be provided a convenient mailbox in the offices of the College into which all mail directed to him/her shall be regularly placed.

#### **Article 4      No Strike**

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

## Article 5 Grievance Procedure

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

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

Section 2: A. Step One—Informal

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

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

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

B. Step Two—Written

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

1. The date of occurrence or knowledge thereof.
2. The facts upon which it is based.
3. The specific Article(s) and Section(s) of the Agreement which allegedly have been violated; and
4. The specific relief (remedy) requested. The supervisor or his/her designee shall respond in writing within five (5) days after receipt of the written grievance providing a copy of the original grievance and the response to HR for the Grievance File.

C. Step Three

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

D. Step Four

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

E. Step Five

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

F. Step Six

1. If the Step Five written response is unsatisfactory to the Union, it may be submitted to arbitration by mutual consent.
2. The Board and the Union shall select an arbitrator within seven (7) days after consent has been given. If the parties fail to agree on an arbitrator, then an arbitrator will be selected by the American Arbitration Association in accordance with its rules and regulations.
3. The arbitrator shall conduct the arbitration in accordance with the rules and regulations of the American Arbitration Association.
4. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union.

- Section 3:
- A. The grievant may be present at each step of the grievance procedure.
  - B. The grievant shall be entitled to have present Union Representation at each step of the grievance procedure.
  - C. No claim for back wages shall exceed the amount of wages the grievant would otherwise have earned at his/her regular rate unless overtime was involved in the specific grievance.

- Section 4:
- A. Time limits at any step of the grievance procedure may be extended by mutual agreement between the Administration and the Union.
  - B. In the event the Union does not appeal a grievance from one step to the next step within the time limits specified, the grievance shall be considered withdrawn without prejudice.
  - C. In the event the College fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be advanced to the next step of the grievance procedure. However, nothing contained herein shall be construed to automatically advance a grievance to the Step Five Board meeting or to the Step Six Arbitration hearing.

## Article 6 Discipline and Discharge

Section 1: An employee shall not be disciplined except for just cause. In keeping with the concept of just cause, discipline, where appropriate, will be progressive in nature. With the exception of serious misconduct, a non-probationary employee whose employment is terminated will normally have been through the following steps. The employee, at his/her option, may be accompanied by a Union Representative at each of the steps.

Serious misconduct includes but is not limited to on-campus behavior or activity in any of the following: assault, carrying or storing of any concealed weapon, forgery, fraud, gambling, indecent public exposure, physical fighting, pornography, storage of any dangerous chemicals or explosive devices, theft, use of or under the influence of alcohol or illegal substances while on duty or Kellogg Community College property, vandalism, Title IX sanction or any other illegal activity. This category also includes violation of the College's computer use and harassment policy.

### Step One

A discussion will be held in a private setting by the Director of Institutional Facilities, or his/her designee. The fact that the discussion has been held will be noted in the employee's personnel file.

### Step Two

If there is little or no improvement after the discussion, the next step is a written reprimand. A reprimand will be completed by the Director of Institutional Facilities, or his/her designee, in the employee's presence. The employee may read and discuss the reprimand and comment in writing. The reprimand and any employee comment will be placed in the employee's personnel file.

### Step Three

After Step Two, if there is no marked improvement, the employee may be suspended for up to five (5) consecutive workdays. The written record of the suspension shall be completed by the Director of Institutional Facilities. The written record of suspension will be placed in the employee's personnel file.

### Step Four

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

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

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

**Article 7 Seniority**

Section 1: A new employee hired into the unit shall be considered as a probationary employee for the first ninety (90) workdays of employment. Interruptions in the employee's work schedule, such as holidays, unpaid leave or paid leave will not count toward probationary time. Upon completion of the probationary period, the employee's name shall be entered on the seniority list with seniority from the initial date of hire.

Section 2: There shall be no seniority among probationary employees.

Section 3: If two (2) or more employees have the same seniority date, seniority shall be determined by lot.

Section 4: A probationary employee may be terminated for any reason without access to the grievance procedure.

Section 5: The Administration will keep a seniority list up to date at all times and will provide the Chapter Chair with a copy upon written request, not to exceed three (3) per year. The seniority list will show the names and dates of hire.

Section 6: An employee shall lose their seniority for the following reasons:

- A. They quit or retire.
- B. Through discipline or discharge which is not reversed through the grievance procedure.
- C. They are absent from work without good reason for more than two (2) workdays without notification to the Administration.
- D. They fail to report for work within seven (7) business days after being notified by certified mail, at his/her last known address, to report for work after layoff.
- E. They are absent from work due to layoff for a period of more than two (2) years.
- F. They fail to report for work at the termination of a leave of absence, vacation, or extension thereof without good reason.
- G. For this subsection "good reason" means that an unforeseen circumstance that makes the required notification in C. (above) or reporting for work in F. (above) impossible.

**Article 8 Shift Preference**

Section 1: Shift preference including starting time shall be granted on the basis of seniority. It is understood that the employee being displaced must be the least senior employee in the classification. Starting time preferences will be bid in writing between June 1 and June 15 each year to be effective July 1.

Section 2: Temporary changes of no more than six (6) months between employees must be mutually agreed to and approved by the conference committee.



**Article 9      Layoff and Recall**

Section 1: The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.

Section 2: If it becomes necessary for a layoff, the following shall apply:

- A. Temporary employees shall be laid off first followed by probationary employees.
- B. The College will seek volunteers prior to proceeding with subsections C and D of this section.
- C. Non-probationary employees shall be laid off in reverse order of seniority. An exception shall be if an employee with greater seniority is not capable of performing the duties of the position, after normal instruction, in a twenty (20) workday trial period.
- D. Employees who are laid off shall remain on the seniority list and will be eligible for recall for two (2) years. Individuals who are recalled for a classification other than the one which he/she occupied at layoff must demonstrate that he/she meets the minimum qualifications for the new classification based on the job description for the recall classification.

Section 3: An employee to be laid off for an indefinite period shall have at least thirty (30) calendar days written notice prior to the anticipated date of layoff.

Section 4: When the work force is to be increased after a layoff, an employee(s) shall be recalled in the reverse order of layoff, provided the employee(s) recalled is able to perform the available work.

Section 5: A notice of recall will be made by both certified mail and first-class mail to the employee's address that is on file with the Human Resource Department. If the laid off employee does not respond to the Director of the Human Resource Department within seven (7) business days of the date of the return of the signed certified receipt or if the certified mail is returned undeliverable, the employee will be considered to have voluntarily quit.

Section 6: The Union Chapter Chair shall receive, from the Administration, a list of the employee(s) being laid off on the same date the notices are issued to the employee(s).

Section 7: The Union Chapter Chair, in the event of a layoff, will be continued at work regardless of his/her position on the seniority list, provided he/she can perform satisfactorily the work available.

Section 8: If an employee is laid off from their position with the College, their personal tuition benefit at the College will continue for twenty-four (24) months from date of lay off.

**Article 10      Promotions and Transfers**

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

Section 2: Notice of all vacancies shall be posted on the College's applicant tracking system for at least five (5) workdays.

- Section 3:
- A. 1. All employees are encouraged to apply for vacant positions within the bargaining unit.
  2. The most senior qualified applicant for a position shall be placed into the vacancy.
  3. The most senior qualified applicant awarded a position outside his/her current classification shall serve a trial period of ninety (90) days.

In the event the employee's performance is deemed unsatisfactory at any time during the above indicated trial period, he/she shall be returned to their previous position. The reason(s) for returning the employee to the previous position shall be provided the employee in writing. Should the employee choose, they may appeal the decision through a Conference Committee meeting. If the results of such a meeting are not satisfactory to the employee, the employee may file a grievance on the issue at the Third Step of the grievance procedure.

4. At any time during the trial period of 3. above, the employee shall have the right to return to their former classification and shift. If an employee voluntarily returns to his/her former position, they may not bid on another position outside of the classification for a period of six (6) calendar months.
- B. An employee holding a temporary position or returning to their former classification after having been transferred to a temporary position shall not be affected by the six (6) month time restraints.
  - C. Transfers from one salary classification to another shall be to the same step number.

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

Section 5: An employee making a successful bid on a position within his/her classification or on a position within a lower classification shall hold that position for six (6) calendar months before being eligible to bid on any newly created position or vacancy in his/her classification. An exception to this six (6) month limitation is if a vacancy or newly created position is posted in a higher classification than was previously held recognizing that shift differentials are not considered as different classifications. (Classification is determined by those classifications listed in Appendix A, Section 1.)

Section 6: If an employee transfers to a non-bargaining unit position within the College, the employee's accumulated seniority shall remain credited to him/her for up to twelve (12) months from the initial date performing the non-bargaining unit work. If the employee does not return to a position within the bargaining unit within one (1) calendar year, he/she will lose all accumulated seniority.

## **Article 11 Employee Evaluation**

Section 1: An employee shall be observed and evaluated on the basis of the provisions in his/her job description as follows:

- A. Each probationary employee shall be evaluated at least once during the probationary period.
- B. Each employee shall be evaluated annually during the month of June except for the calendar year in which the employee is hired.

Section 2: An employee evaluated as unsatisfactory will be advised by his/her evaluator specifically what the deficiencies are, the specific ways in which the employee is expected to improve and a reasonable timeline in which to achieve those improvements. Such information shall be noted on the evaluation form.

Section 3: The employee evaluation form, as determined by the Administration, shall be the instrument used for an evaluation.

## **Article 12      Work Day/Work Week**

Section 1: The standard work week shall consist of five (5) days. In order to staff the designated buildings efficiently and economically, the normal work week for first and second shift employees will be Monday through Friday. The College will close at noon on Fridays beginning the week of graduation and ending the week before General Session. Full-time employees will work thirty-six (36) hours in a work week during this time period and receive wages for forty (40) hours. The work hours can be a combination of paid leave time and time worked. Additionally, during June and July, employees will work thirty-four (34) hours Monday through Thursday and receive wages for forty (40) hours at straight time.

Section 2: A standard scheduled work week shall not exceed forty (40) hours.

Section 3: Each employee shall be prepared to begin work at the start time for his/her scheduled shift. The first shift starts on or after 4:00 a.m. and before 11:00 a.m. The second shift starts on or after 11:00 a.m. and before 7:00 p.m. The third shift starts on or after 7:00 p.m. and before 4:00 a.m. It is understood that no employee's shift will be split to avoid the payment of overtime. The Administration will consider seniority to assign members' start times within a shift; however, the Administration reserves the right to assign individual start times in a manner that best meets institutional needs. In the event the College has advanced notice for non-traditional and/or non-emergency school closings (i.e. half-day before extended holiday etc.), the College will make every attempt to equitably adjust the affected employee's work schedule.

Section 4: The standard full workday for an employee shall consist of eight (8) hours per day except during the modified summer schedule noted in Section 1 or a flexible schedule per Section 7. An unpaid lunch period of thirty (30) minutes will be provided for each employee, unless prior approval to extend a lunch period has been granted by the supervisor.

Section 5: An employee may take a rest period of fifteen (15) minutes during the first half and during the second half of his/her regular shift. The first rest period will be taken after completing not less than two (2) hours of work, unless approved in advance by the supervisor. Rest periods are not to interfere with work of an emergency nature.

Section 6: The Administration has the right to temporarily place an employee on any shift after a three (3) day notice. Such temporary placement shall not exceed five (5) consecutive workdays. The Employer will first seek volunteers and, if none are willing, the least senior employee in the needed classification

shall be moved. In the event more than five consecutive workdays are required, the Employer will move the next least senior for the next period.

Section 7: On occasion, the Administration and Union may agree to work a flexible schedule without overtime pay. The working hours shall still total 40 hours in a week. Examples may include working four (4), ten (10) hour days, working extra hours one day and reducing the hours of another day, working a Saturday or Sunday in lieu of a day during the week or some other modification to the daily work schedule.

### **Article 13 Overtime**

Section 1: The Administration reserves the right to assign overtime as it determines necessary when there is insufficient time to comply with the overtime procedure noted in Section 2.

Section 2: The following shall apply to overtime for all employees covered by this Agreement.

A. Overtime shall be offered first based on skillset required, then on seniority basis to the bargaining unit members. If no employee within the classification accepts the overtime, it shall be offered to all other employees on a seniority basis.

Section 3: Overtime shall be paid for all standard hours over eight (8) hours per workday and/or forty (40) hours per work week, except during the modified summer schedule listed in Article 12, Section 1 or during a flexible schedule listed in Article 12, Section 7.

Section 4: Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate except that Sunday overtime shall be paid at two (2) times the regular rate. For third shift employees, Saturday overtime will be paid at two (2) times the regular rate.

Section 5: All time worked on a holiday, as listed, and allowed on the College calendar, shall be paid at the appropriate overtime rate, as specified in Section 4, in addition to the appropriate holiday pay.

Section 6: In computing the work week, a paid holiday, as defined in Article 14, and any other day off that is allowed on the College calendar shall be considered as an eight (8) hour workday.

Section 7: If an employee is called in for emergency duty by the Administration and is physically required to report to a campus location, the employee shall receive a minimum of two (2) hours overtime pay. If more than two (2) hours are worked, actual hours worked is paid. If the required emergency can be remediated remotely, the employee shall receive a minimum of one (1) hour of overtime pay. If the work is more than one (1) hour, actual hours worked is paid.

Section 8: An employee shall elect either compensatory time or pay for any overtime worked. Any compensatory time so accrued must be used within one hundred eighty (180) calendar days or the employee will be paid the appropriate amount of overtime pay.

**Article 14      Holidays**

The following days will be recognized as paid holidays:

Section 1:

**2022-2023**

Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Thanksgiving	Thursday & Friday, November 24 & 25, 2022
Winter Break	Friday, December 23, 2022 through Tuesday, January 3, 2023
Martin Luther King Day	Monday, January 16, 2023
Spring Holiday	Friday, March 31, 2023
Memorial Day	Monday, May 29, 2023

**2023-2024**

Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Thanksgiving Day	Thursday & Friday, November 23 & 24, 2023
Winter Break	Friday, December 22 through Tuesday, January 2, 2024
Martin Luther King Day	Monday, January 15, 2024
Spring Holiday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024

**2024-2025**

Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving	Thursday & Friday, November 28 & 29, 2024
Winter Break	Monday, December 23, 2024, through Wednesday, January 1, 2025
Martin Luther King Day	Monday, January 20, 2025
Spring Holiday	Friday, March 28, 2025
Memorial Day	Monday, May 26, 2025

Winter Break will include eight (8) paid holidays each year. These days shall be determined by the College.

Section 2: In addition to the above holidays, each employee shall be allowed one (1) floating holiday each year. The floating holiday is to be scheduled at the employee's discretion with at least a twenty-four (24) hour notice to the Administration. Said holiday shall be scheduled between July 1 and June 30.

Section 3: If one of the above scheduled holidays falls on a day that the faculty and students are in session, it will be transferred to another mutually agreed upon day. The total number of fifteen (15) paid holidays will not be affected by any change of a paid holiday to another day.

Section 4: If an observed holiday occurs during an employee's scheduled vacation, the holiday will not be considered as a vacation day.

Section 5: If an employee is absent on an observed holiday due to an approved paid leave, the day of the holiday will not be charged against the employee's accumulated paid leave and will be considered as time worked.

### **Article 15 Vacations**

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

- A. Vacation days shall accumulate at the rate of 8.76 hours per month of employment from the date of initial employment through the fifth (5th) anniversary date.
- B. Vacation days shall accumulate at the rate of 12 hours per month of employment from the fifth (5th) anniversary date through the tenth (10<sup>th</sup>) anniversary date.
- C. Vacation days shall accumulate at the rate of 15.5 hours per month of employment from the tenth (10<sup>th</sup>) anniversary date.
- D. Up to sixteen (16) hours of vacation leave may be used for absence necessitated by circumstances that are of a personal or emergency nature. Appropriate advanced written notification shall be provided to the employee's immediate supervisor(s) unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify his/her immediate supervisor by telephone. Upon returning to work, the employee shall complete and forward to his/her immediate supervisor the written notification on the appropriate form. Consecutive use of these days is reserved for extreme emergencies and will be supported with documentation that validates the need.
- E. If an employee is on unpaid leave for any portion of any month, the vacation that the employee accrues during that calendar month will be prorated based on the amount of time that they were on unpaid leave.

Section 2: A vacation request must be submitted and approved in advance. Employees who request a vacation prior to March 1 of any given year will be given preference by seniority. Requests received after March 1 will be considered on the basis of the order received.

Section 3: The maximum amount of vacation hours available to be carried forward beyond June 30 of each fiscal year is 256.

Section 4: A vacation may not be waived by an employee and extra pay received for working during that period.

- Section 5: If an employee is terminated or laid off, they will be paid out their unused vacation hours up to the maximum allowance of 256 hours.
- Section 6: In case an employee resigns and gives two (2) weeks' notice, he/she will be paid out his/her unused vacation hours up to the maximum allowance of 256 hours. In case of the death of an employee, the unused vacation hours will be paid to the spouse or family of the deceased employee up to the maximum allowance of 256 hours.
- Section 7: An employee shall be paid at their current wage rate while on vacation and will receive benefits provided for in this Agreement during such time.
- Section 8: An employee retiring will be paid out any unused vacation hours up to the maximum allowance of 256 hours on the last payroll.
- Section 9: Upon request, but not later than thirty (30) calendar days prior to the scheduled vacation, an employee may be granted up to a forty (40) hour unpaid vacation period to begin immediately preceding or immediately following a paid vacation period. This provision may be utilized once during each contract year. In the case of multiple requests, the Administration has no obligation to schedule more than ten percent (10%) of the staff using this benefit at any one time. In cases of multiple requests, the Administration shall make the determination as to the scheduling of the employees.
- Section 10: If an employee is contacted to work while on vacation for at least thirty (30) minutes, the employee shall receive compensatory time equal to the time worked.

#### **Article 16      Leaves of Absence**

- Section 1:
- A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.
  - B. For persons not qualifying under Section A. above, or in addition to the above referenced leaves, unpaid leaves of absence may be granted for a length equal to the accumulated seniority of the requesting employee but not to exceed one (1) year for the following:
    - 1. Service in a government agency, state or nationally recognized professional organization, or state or nationally recognized labor organization which the employee has been formally designated to represent.
    - 2. Maternity leave to a female employee because of pregnancy shall be granted. The Administration reserves the right to request a physician's certification that the employee is physically capable of performing the duties to which the employee is assigned until the time of leave and upon return from leave. Accumulated sick leave and vacation days may be used at the discretion of the employee.
    - 3. Personal illness, physical or mental, that is certified by an attending licensed physician. Ninety (90) day extensions shall be granted for a period of up to a total of two (2) years leave time.
    - 4. Prolonged illness in the immediate family. Immediate family for this leave is defined to be spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making

his/her home in the employee's household. Upon request of an employee, the Administration may grant a leave even though the person who is ill is not within the employee's immediate family. The employee is expected to provide the Administration with a complete written explanation of need.

- C. A request for an unpaid leave shall be submitted to the Shift Supervisor and then forwarded to the Chief Financial Officer or his/her designee who will reply in writing within five (5) workdays. The Employee may be required to provide medical verification to the Human Resources Department every ninety (90) days or within ninety (90) days of the previous notification.
- D. Leaves may be extended by the Administration for up to one (1) year.
- E. Upon termination of the leave, the employee shall be reinstated. If no position is available within the returning employee's classification, the employee with the lowest seniority in that classification shall be reclassified or laid off.

Section 2: Upon application, an unpaid leave of absence shall be granted Union members to attend Union function(s) such as conferences or conventions. Up to two (2) Union members per each one hundred (100) members, or a portion thereof, will be allowed the time off at any one time. The total number of days granted shall not exceed fifteen (15) workdays annually.

Section 3: Authorized leaves of absence with pay will be granted for the following:

- A. Serving as a juror. An employee shall be excused from work for jury service or if the employee is subpoenaed as a witness by anyone empowered by law to compel attendance by the subpoena. The employee shall notify his/her supervisor and provide the Human Resource Department with a copy of the jury summons or subpoena as soon after receipt as possible. A request for leave shall be made on the proper form. The employee will report to work for his/her regular work shift prior to and/or after jury service or witness service unless performing such service does not allow them to do so or if the combination of jury or witness service together with their hours worked for the day exceed the number of hours they normally work in a day. The employee shall be paid the difference between the employee's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave provided in this Agreement.
- B. Each maintenance 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.
- C. Union business. Upon notification to the Administration by the Chapter Chair, or his/her designee, Union representative(s) will be allowed to attend to Union business. It is understood that a total of sixteen (16) hours per year shall be allowed for this purpose.

## **Article 17 Funeral Leave**

Section 1: In the event of the death of a spouse, child, stepchild, child-in-law, parent, parent-in-law, grandparent, grandchild, 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.



Section 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 his/her sick leave.

Section 3: An employee who wishes to attend the funeral of a fellow employee or a retired employee or who will serve as a pallbearer at the funeral of a fellow employee, or a retired employee will be paid during the time the employee must be off the job. The number of employees allowed to attend any such funeral under this section shall be determined by the Administration.

Section 4: In case of unusual circumstances, an employee may request from the President or his/her designee additional leave with pay.

### **Article 18 Sick Leave**

Section 1: Each employee covered by this Agreement shall receive eight (8) hours of sick leave to be added to their sick leave bank for each full calendar month that the employee receives pay. If an employee is on unpaid leave for any portion of any month, the sick leave that the employee accrues during that calendar month will be prorated based on the amount of time that they are on unpaid leave. Unused sick leave allowance shall accumulate to a maximum of one thousand six hundred (1600) hours and be designated "accumulated sick leave bank."

Section 2: A. Sick leave shall be available for use by an employee for the following purposes:

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

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

C. If an employee exhausts all of his/her accumulated sick leave, any requests for unpaid leave of absence must be received by the Chief Human Resources Officer within five (5) workdays of the first unpaid sick leave day.

Section 3: While on sick leave, an employee shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

Section 4: An employee who is recalled from a layoff shall have available any unused accumulated sick leave earned prior to being placed on layoff.

Section 5: If an employee is absent due to an injury or disease compensable under the Michigan Workers' Disability Compensation Act, the following will apply.

One (1) – Seven (7) days

Employee will continue to receive their regular wages with no deduction from their accrued sick leave.

Eight (8) – 13 (thirteen) days

Employee will receive workers' compensation for these days and retain their Kellogg Community College wages for days 1 (one) – 7 (seven).

Fourteen (14) days – one (1) year

Employee will reimburse to the College the amount they receive from Workers' Compensation for days one (1) – seven (7).

For days eight (8) – one (1) year

The employee may choose to supplement the Workers' Compensation weekly benefit with their accrued but unused sick and/or vacation leave time. The sick or vacation leave supplement together with the employee's Workers' Compensation benefit cannot exceed their normal weekly wage. Once the sick and/or vacation leave time is exhausted, supplementation in subsequent pay periods will cease.

If an employee chooses to supplement their Workers' Compensation benefit, they will continue to receive all regular benefits provided by the College and accrue sick and vacation time for up to the twelve (12) weeks they are eligible for under FMLA, or until they exhaust their supplemental sick and vacation time, whichever is longer.

**Article 19 Sick Leave Donations**

Section 1: In the event that an employee will need to use all his/her accumulated leave and will be unable to report for work due to a catastrophic illness/injury, an application may be submitted for leave donations from maintenance employees providing the employee meets all of the following criteria:

- A. The employee must have been employed in a maintenance department position for a minimum of twelve (12) consecutive months.
- B. The employee has exhausted or will soon exhaust his/her leave banks prior to eligibility for LTD.
- C. The employee must have a minimum sick leave bank balance of twenty (20) percent of their total possible accrued leave time since time of hire.

Human Resources will verify that the individual meets the above criteria. If the criteria are met, the request will be forwarded to the Chief Financial Officer, and the Chapter Chair within two (2) days. If the employee does not meet the criteria, within two (2) days Human Resources will notify the employee they did not meet the criteria and notify the Chapter Chair of the request and reason that the employee is not eligible to request leave donations.

The Chapter Chair will make the request to Unit members for donated leave time with the following restrictions:

- A. Leave time may be donated from either the member's sick or vacation leave.
- B. Maximum donation that a full-time employee may receive is 384 hours.
- C. Donated leave time cannot be used prior to the date of employee's request to Human Resources.

- D. Under no circumstances will the donated time together with the requestor's accrued leave time exceed 90 calendar days.

## **Article 20 Insurance**

Section 1: The following Insurance plans shall be in place through the duration of this agreement, unless renegotiated pending the review process and subsequent recommendations for coverages provided by the College's Healthcare Employee Advisory Team.

- Section 2:
- A. The Board will provide a high-deductible health plan (HDHP) for each full-time maintenance employee and their spouse. Dependent children are covered through the calendar year of their age 26<sup>th</sup> birthday (medical only) and through the calendar year of their 25<sup>th</sup> birthday for all other coverage. The definition of dependent children can be obtained from the KCC Human Resources Department. It shall be the responsibility of the maintenance employee to comply with the enrollment dates established by the College and inform the Human Resources Department of any changes in the member's insurance status.
  - B. Through December 31, 2019, for full-time employees, the College will pay its share of the annual premium as defined by the formula referenced in the following paragraph and will contribute an amount equivalent to the employee's annual deductible to the employee's health savings account. For employees over age sixty-five (65), they will receive an amount equivalent to the employee's annual deductible paid to him/her through payroll.

References to medical and/or health insurance plan costs referred in this section are as defined by Michigan Public Act 152 of 2011 ("PA 152"). Effective January 1, 2015, full-time maintenance employees 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. 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. This resulting amount will be divided by the total medical insurance plan costs of the remaining employees [those employees not already contributing more than twenty percent (20%)] to determine the contribution percentage required by each employee. 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.

- C. 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. For employees over age sixty-five (65), they will receive an amount equivalent to the employee's annual deductible paid to him/her 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.

- D. A summary of benefits coverage will be available on the College's website.
- E. Full-time maintenance employees not electing health insurance coverage through the College will receive a "cash-in-lieu" payment. The payment will be \$5,495. The cash in lieu payment is made in two installments, in August and February.
- F. An open enrollment period shall be provided 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.

Section 3: The Board will provide a dental plan for each full-time employee, their spouse, and dependent children as defined in Section 2. The plan will provide up to \$1,100 coverage per calendar year per covered individual and a \$1,500 orthodontic rider.

Section 4: The Board will provide each full-time employee, their spouse, and IRS defined dependent children, through the year of their 25<sup>th</sup> birthday, with vision insurance as recommended by the College's Healthcare Advisory Team and approved by the Board.

Section 5: A group life insurance policy shall be furnished each full-time maintenance employee with a face value equal to one time their annual base salary rounded to the next highest \$100 (unless already a multiple of \$100). Such policy shall provide double the above recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.

Section 6: The Board will provide a Long-Term Disability Plan for each full-time maintenance employee to include:

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

Section 7: Any dental, vision, prescription, and/or health plan offered to the maintenance unit will be equitable with the plans offered to administration and support staff.

Section 8: 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 or unless renegotiated during a wage/insurance reopener.

Section 9: 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      Clothing**

- Section 1: A. Each employee will be required to wear a uniform at all times while on duty. The Board will furnish each employee with eight (8) shirts. The College will provide each employee with a \$400 stipend the first payroll of July each year for the purchase of pants, which will be a blue work pant subject to the approval of the employee's supervisor. Uniforms will be replaced as required or at the request of the employee or the employer. Headgear is optional, however, if an employee chooses to wear headgear, it must be a College-branded baseball cap supplied by the employer, or an employee-provided hat approved by the supervisor. All employees will be required to wear safety shoes that the College will provide. If an employee has a documented medical condition which prohibits the wearing of safety shoes, alternative shoes will be provided. Cleanliness of the uniforms will be the responsibility of the employee. The employer's contractor will be responsible for mending and repair of uniforms provided by the employer. For new hires, the \$400 stipend will be prorated to for each quarter of the fiscal year worked (i.e. – hired in February, employee receives \$200 for working in two quarters).
- B. Employee uniforms are provided for work performed at the College and uniform clothing is not to be worn for any other purpose. Damaged clothing, caused by other than the performance of College related work, will be the employee's responsibility to replace. If an employee's uniform is damaged in the performance of College related work, the employer shall replace the damaged uniform when it is presented to the supervisor and accompanied with an incident report. The employee shall present the damaged uniform at the end of the shift during which the damage occurred or as soon as possible thereafter if the damage is not detected until after the completion of the shift.
- C. Every three years the College will provide a set of winter clothing. This shall include winter coat, gloves, pants, hat, and boots. Should the winter clothing be damaged prior to the three-year term the employee will submit a request to their supervisor for replacement. Damaged clothing, caused by other than the performance of College related work will be the employee's responsibility to replace. At the end of the three-year term the employee will turn in used clothing and will be furnished with new.

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

**Article 22      Wages**

Section 1: For 2022-23, 2023-24, 2024-25, all economic items in Appendix A shall increase two percent (2%) over the 2021-22 amounts. All employees on salary steps below the maximum shall advance one (1) step each year. The Unit has the option to reopen the contract each year by April of that year to negotiate for additional wages. The Unit may choose to not reopen the contract due to economic conditions and wages will remain as the contract states.

Employees will receive a signing incentive of \$1,281 if agreement is reached prior to June 30, 2022.

For 2022-23, all economics items in Appendix A shall increase under the following conditions. The increase will be retroactive to July 1, 2022. The Universal Drop Date of each semester shall be used to determine the change.

Fall 2022 Enrollment Incentive		
Contact Hours	Additional Increase	Total Increase
549,673.50	0.5%	2.5%
557,796.76	1.0%	3.0%

For 2023-2024, all economic items in Appendix A shall increase under the following conditions as of the Fall 2023 Semester’s Universal Drop Date:

Fall 2023 Enrollment Incentive		
Contact Hours	Additional Increase	Total Increase
566,163.71	0.5%	2.5%
574,530.66	1.0%	3.0%

Any additional increase for 2023-2024 will be retroactive to July 1, 2023.

For 2024-2025, all economic items in Appendix A shall increase under the following conditions as of the Fall 2024 Semester’s Universal Drop Date:

Fall 2024 Enrollment Incentive		
Contact Hours	Additional Increase	Total Increase
583,148.62	0.5%	2.5%
591,766.58	1.0%	3.0%

Any additional increase for 2024-2025 will be retroactive to July 1, 2024.

Section 2: When a new position is created in the bargaining unit and cannot be properly placed in an existing classification, the Administration shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it may notify the Administration within thirty (30) days of the desire to negotiate over the rate. Such negotiations will begin at a mutually agreeable time within three (3) weeks.

Section 3: When an employee is required by the Administration to qualify for additional certification(s) or license(s), any associated costs of qualifying for or obtaining a certification or license shall be borne by the Administration. In addition, the employee shall be provided a stipend of one hundred dollars (\$100) to cover his/her “study time” that is required outside the normal workday for each test that is required to be taken. Associated costs shall be limited to books and required materials and course/testing fees.

Section 4: Members of the Local 331.06 are recognized as hourly employees.

**Article 23 Conference Committee**

Section 1: A Conference Committee is created for the purposes of conferring on matters pertaining to the overall operation of the bargaining unit staff; keeping both parties informed of changed and new developments; keeping the staff of the departments operating at peak efficiency; and addressing potential problems in an effort to keep such matters from becoming major in scope.

Section 2: The Committee shall consist of three (3) members designated by the College President and three (3) members designated by the Chapter Chair. Either party may designate an additional representative.

- Section 3: Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request. Unless otherwise mutually agreed upon, matters taken up at the Conference shall be limited to those items on the agenda.
- Section 4: A meeting of the Conference Committee shall be held at a time and place that is mutually agreed upon between the hours of 7:00 a.m. and 11:00 p.m., Monday through Friday. Members of the Union shall not lose time or pay for the time spent in such meeting.
- Section 5: When requested by the Local Chapter Chair, the Administration will provide an area on the College property for a pre-conference meeting to be held fifteen (15) minutes before the scheduled conference.
- Section 6: It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Union or of any employee provided under the Grievance Procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem, the time limitations for filing grievances on the matter are suspended.
- Section 7: The details of any resolution of a problem situation agreed upon by the parties shall be reduced to writing and the understanding initialed by the Conference Committee Chairs.

#### **Article 24      Payments at Retirement**

- Section 1: 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, he/she shall be paid for his/her unused sick leave up to a maximum of ninety-four (94) days. Part-time employees shall have the benefit reduced according to their percent of full-time employment.
- Section 2: The following retirement incentive program shall be available.
- A. An employee desiring to take advantage of this program must submit a letter of resignation to the Chief Financial Officer and Human Resources six (6) months prior to his/her retirement date.
  - B. An employee submitting a timely letter of resignation shall be eligible to receive the appropriate benefit in C. below if he/she 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.
  - C. 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: 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: In the event of the death of the employee prior to the receipt of 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 was 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 25      General**

Section 1: This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

Section 2: It is agreed that during the course of this Agreement the parties may, by mutual consent, agree to amend or modify any section of this Agreement.

Section 3: Neither the employer nor the Union shall discriminate against any person on the basis of national or ethnic origin, ethnicity, race, ancestry, color, sex (sec or gender, affiliation, expression, or orientation) marital/family status, age, physical or mental ability or attributes, genetic information, political affiliation, veterans status, religion or any other characteristic covered by law. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability. Furthermore, neither the employer nor the Union discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Union.

Section 4: Each employee, employee's spouse, and unmarried dependent children, as defined by the Internal Revenue Service, shall be granted tuition-free entrance to any Kellogg Community College sponsored class. Standard registration procedures are to be followed.

Section 5: The Administration shall be allowed to secure temporary help as needed for the express purpose of replacing maintenance personnel that are on sick leave or vacation. The period of employment for said help will not exceed sixty (60) consecutive workdays. Furthermore, the Administration shall be allowed to secure supplemental help as is needed. It is understood that supplemental help will not replace a regular full-time maintenance employee.

Section 6: Any employee, if asked to do work other than his/her regular work, is expected to help until such work is done. Said work can include removing snow, transporting furniture, etc. In an emergency, any employee shall work overtime, if asked and if it is within reason.



Section 7: An employee, who is under normal retirement age, who has given long and faithful service and who, due to advanced age or health impairment, is unable to perform his/her regular duties shall be given such other type of work as is available and as he/she is capable of performing.

Section 8: A. The Administration has the right to promulgate and uniformly enforce work rules that do not conflict with or modify the existing Agreement.  
B. All work rules shall be published, distributed to each employee, and posted on bulletin boards provided for that purpose. Supervisors will hand deliver a copy to each employee on his/her shift.  
C. New work rules must be approved by the Chief Financial Officer and be given to the Union through its Chapter Chair at least ten (10) workdays prior to the effective date of the work rule being established.

Section 9: In the event of an emergency on campus which, in the opinion of an employee, may pose a threat to the employee's health or physical safety, he/she will be expected to perform only those tasks which are consistent with his/her knowledge and training and with the exercise of prudence and good judgment.

Section 10: The Board will make available, through payroll deduction, tax deferred annuity programs.





Section 11: Copies of the Agreement shall be made available online through the Website and/or shared network drive. Upon employment, each new employee shall be provided information on where to access the current contract.

**Article 26 Duration**

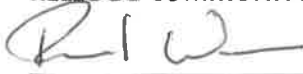
This Agreement shall be effective on the 1<sup>st</sup> (first) day of July 2022, and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2025. This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, or at the time of an economic reopener, negotiations shall begin no later than sixty (60) days prior to the anniversary date designated in this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Battle Creek, Michigan on the \_\_\_\_\_,


**KELLOGG COMMUNITY COLLEGE MAINTENANCE UNION Local 331.06**

	9-13-22		9/12/2022
Chris Chrusciel Union Chapter Chair	Date	Tammy Porter Michigan AFSCME Council 25 Representative	Date
	9/13/2022		9/13/22
Dayton Buhs Union Chapter Vice Chair	Date	Andy Halder Union Chapter Steward	Date

**FOR THE BOARD OF TRUSTEES  
KELLOGG COMMUNITY COLLEGE**

 9/13/22  
\_\_\_\_\_  
Dr. Paul Watson, II                      Date  
Interim President

 9/13/22  
\_\_\_\_\_  
Richard Scott                              Date  
Chief Financial Officer

 9/13/22  
\_\_\_\_\_  
Brad Fuller                                  Date  
Director, Facilities

 9/13/2022  
\_\_\_\_\_  
Vicki Rivera                                  Date  
Chief Human Resources Officer

**Appendix A**

Amounts noted in the following Sections 1, 2 and 3 are subject to the provisions of the third paragraph in article 22, section 1.

Section 1:

Maintenance Salary Scale 2022-2023 2% Increase			
Step	Utility I	Utility II	Utility III
1	19.10	19.73	24.74
2	19.06	21.04	26.38
3	20.22	22.35	27.99
4	21.36	23.72	29.71
5	22.51	24.99	31.32
6	24.16	26.50	33.21

Maintenance Salary Scale 2023-2024 2% Increase			
Step	Utility I	Utility II	Utility III
1	19.48	20.12	25.23
2	19.44	21.46	26.91
3	20.62	22.80	28.55
4	21.79	24.19	30.30
5	22.96	25.49	31.95
6	24.64	27.03	33.87

Maintenance Salary Scale 2024-2025 2% Increase			
Step	Utility I	Utility II	Utility III
1	19.87	20.52	25.73
2	19.83	21.89	27.45
3	21.03	23.26	29.12
4	22.23	24.67	30.91
5	23.42	26.00	32.59
6	25.13	27.57	34.55

All employees on salary steps below the maximum shall advance one (1) step.

Section 2: Shift Premium

	2022-23	2023-24	2024-25
First Shift	\$0	\$0	\$0
Second Shift	\$0.49	\$.50	\$0.51

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

	2022-23	2023-24	2024-25
10-19 years	2,190	2,234	2,279
20 plus	2,691	2,745	2,800

Section 4: The workday for the week of spring break shall be shortened by thirty (30) minutes to be applied to the end of the normal workday. There will be no reduction in the employee’s wages for the shortened work time.

Section 5: In the event an employee desires to obtain the necessary or additional qualification certification or credential in an area of specialty that the Administration defines as a need and an available position within the Utility III classification level, the College, with the approval of the Director of Institutional Facilities, shall pay for the necessary training and /or education required of the employee in order to obtain the qualification, certification or credential. If more employees are eligible to undergo the certification, training, and review of minimum job qualifications for reclassification than are available positions, the most senior employee will be given the opportunity first. Training should be done on the employee’s own time unless training is not reasonably available outside work time (determined by supervisor), and with the least expensive qualified source. A schedule of training completion will be created by the supervisor and employee when training approval is initiated and updated for each subsequent class to ensure training is completed in a timely manner. If training/education that is not completed successfully, the employee must pay for a repeat of that portion of the training. The employee must demonstrate they meet the minimum requirements of the position description prior to being reclassified to the Utility III level.

Section 6: The College encourages and rewards continuing education among its employees that will strengthen the skillset and abilities of its employees to better serve the College. Therefore, as long as mutually agreed upon and approved in advance, the College will provide AFSCME Council 25, Local 331.06 employees additional compensation in the following amounts for state or regionally accredited credentials with submission of documentation of completion/attainment:

- Certification (\$600) – Certifications are awarded by a third-party organization that has a certain rigorous set of standards, that may take over a period of multiple years to complete. When you earn a certification, this means you have accomplished a set of requirements and met the organizations’ standards. You may also need to have a certain amount of professional experience to show that you have a specific set of skills and background knowledge.
- Licensure (\$600) – Licenses are awarded by the local, state, or federal government. They give you the legal authority to work in a particular occupation and you must have met predetermined criteria (degree or passing a state-administered examination).

- Trade certificate (\$300) (i.e., OSHA 30) – Certificate programs are short-term training programs designed to give you mastery over a certain skill or topic. Such programs approximate 30 or more hours in length and include successful completion of an aptitude test.
- OSHA 10 (\$100)

The additional compensation is not limited to these criteria and definitions. Additional credentialing and training may qualify with prior approval. The employee will be limited to two certifications and/or licensures and one certificate (total increase of \$1,500) compensation increase.

Once an additional credential has been obtained beyond requirements for the position the employee should provide documentation of such accomplishment to the department and Human Resources. Payment for the above will be made in the month of July each year based on credential(s) received, approved and on file from a previous year and will be pro-rated during the year the credential was received.

Prior to enrolling in a credential program, the employee must receive appropriate approval by department supervisors up to the Chief Financial Officer. Failure to do so in advance may result in the denial of the payment.

## KCC Academic Calendars

<b>2022-23 ACADEMIC YEAR</b>
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### Fall 2022 Semester

August 19, 22	Faculty Preparation Days
August 23, 24, 25, 26	Administrative Interaction Days
August 29	Classes Start
September 5	Labor Day
November 22, 23	No Classes
November 24, 25	Thanksgiving Break
December 16	Classes End
December 19	Grades due @ 12:00 p.m.

### Spring 2023 Semester

January 6, 9, 10	Faculty Preparation Days
January 11, 12, 13	Administrative Interaction Days
January 16	Martin Luther King Jr. Day
January 17	Classes Start
March 27-31	Spring Break
May 8	Classes End
May 9, 10	Grading Days
May 10	Grades due @ 3:00 p.m.
May 11	Commencement

### Summer 2023 Semester

May 15	Classes Start
May 29	Memorial Day
July 4	Independence Day observed
August 3	Classes End
August 4	Grades due @ 12:00 p.m.

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

**2022 – 2025 Payroll Dates**

	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
January		13, 27	12, 26	10, 24
February		10, 24	9, 23	7, 21
March		10, 24	8, 22	7, 21
April		7, 21	5, 19	4, 18
May		5, 19	3, 17, 31	2, 16, 30
June		2, 16, 30	14, 28	13, 27
July	1, 15, 29	14, 28	12, 26	11, 25
August	12, 26	11, 25	9, 23	8, 22
September	9, 23	8, 22	6, 20	5, 19
October	7, 21	6, 20	4, 18	3, 17, 31
November	4, 18	3, 17	1, 15, 29	14, 28
December	2, 16, 30	1, 15, 29	13, 27	12, 26