

AGREEMENT

Between

KELLOGG COMMUNITY COLLEGE  
BOARD OF TRUSTEES

and

KELLOGG COMMUNITY COLLEGE SUPPORT STAFF UNION  
UAW Amalgamated Local 1294, Unit 25,  
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA

For the

FISCAL YEARS

2023-2024 and 2024-2025

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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 2023, 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 exclusive bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees within the support staff unit.

This includes all full-time and regular part time non-exempt support staff positions and other similar positions but excluding administrative personnel, supervisors, Executive Assistants to the President and Vice Presidents.

A list of all regular full-time and part-time support staff employees covered by this collective bargaining agreement shall be posted on the Human Resources Intranet page and updated monthly.

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 without cost to the Unit office space with secure storage space on main campus which will be shared by all three (3) bargaining units.

## 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 RMTTC), 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

Documents referenced in this Collective bargaining agreement (CBA) that are subject to change outside of the CBA (e.g., organizational charts, seniority lists, inclement weather memos) will be kept updated by the College and accessible via the Human Resources page on the KCC Intranet.

## Section 1: Organizational Chart

The Unit shall have access to an electronic copy of the organizational chart which the College will update at least once per quarter. The Unit shall be promptly notified of changes in the organization that affect a support staff member's reporting structure.

## Section 2: Academic Calendars

The Unit shall have access to current and future Academic Calendars electronically on the College's intranet and the College website.

## Section 3: Payroll Dates

The Unit shall have access to the payroll dates electronically on the Payroll page of the College's intranet.

## Section 4: 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 5: 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.

## Section 6: 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 available electronically.

## Section 7: Vacant Positions

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

## Section 8: Seniority List

A seniority list shall be updated by the College no later than the tenth (10th) of each month and available electronically on the Human Resources intranet page.

## Section 9: Support Staff Employee Positions

The college shall provide a list of support staff employee positions and their respective pay grades on the Human Resources Intranet page. This list shall be updated by the 10th of each month.

# 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.

Employees who are scheduled to work six (6) hours or more in a day must take an unpaid lunch break. Unless mutually agreed upon by the employee and their supervisor, unpaid lunch breaks are not intended to be used at the beginning or end of the workday. No work should be performed during unpaid lunch breaks.

## 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 workday. Human Resources will communicate to the Unit Co-Chairs any approved changes in work hours.

A change in scheduled workdays 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 workday. 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.

### 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

For each four (4) hours a support staff employee is scheduled to work, they shall be provided a paid relief period, fifteen (15) minutes in length. Each period should be taken in the four (4) hour period for which it was provided.

Relief periods are not to be taken at the beginning or end of the workday or in combination with an unpaid lunch period: exceptions may be granted on a per-instance basis by the immediate supervisor and are not intended to be ongoing.

## 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 will be available electronically.

## Section 10: Working When a Site is Closed

If an employee is requested and agrees to report for work when the site to which they are assigned is closed, they shall be compensated at the rate of one and one-half (1.5) times their hourly rate. 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, those support staff that are requested and agree to report for work will receive compensations as described in this section. If possible, remote work will be permitted, and employees will receive compensation as described in this section.

## Article 7 Vacancies and Reassignments

### 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. 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, using the online application, for such position.
- B. Upon agreement with the Unit, an updated position description (PD) of a vacant position will be published in the position management platform (currently PeopleAdmin), accessible to support employees, within ten (10) business days.
- C. Support staff who apply for and meet minimum qualifications (as determined by the hiring manager) for a posted position will be granted a interview. Human Resources will assist any internal applicants with reserving a private location for their 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

Human Resources shall provide the Unit Co-Chairs with a copy of the vacated PD and the proposed revised PD for the vacant position. The Unit Co-chairs shall have five (5) working days to review the changes to the proposed PD and provide feedback on proposed changes and pay grade placement.

When a PD is being updated or revised due to vacancy the following shall be taken into consideration:

1. Review of job description essential functions
2. Pay Grade placement
3. Minimum qualifications for the pay grade proposed.

Human Resources will provide Unit Co-Chairs with a posting preview before it goes live for review and feedback opportunity.

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

### Section 3: Temporary Vacancies

- A. The College is permitted to temporarily fill a vacancy until it has time to send out notices, have interviews, and hire an applicant for the vacancy.
- B. A support staff employee who agrees to assume the duties of a vacant position temporarily – with institutional administrative and HR approval – will be provided, by their supervisor, a specific timeline for the assignment as well as the core job duties the support staff employee must fulfill during the assignment. The timeline and job duties can be modified as needed by mutual agreement of all parties. Based on workload, overtime may be available to the employee for them to fulfill all of their job duties following the standard overtime approval process.
- C. 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.
- D. 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:
  - a. They will continue to accumulate Bargaining Unit seniority while working in the positions to which they transferred.

- b. 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:
  - a. 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. 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: Temporary Reassignments

- A. A support staff employee may be temporarily reassigned to perform support staff work outside of the employee's position description, outside of the support staff employee's department and outside of the support staff employee's division if the reassignment has been mutually agreed upon by the support staff employee and the College administration in order to meet the College's temporary needs. Prior to the reassignment, the College's Administration will describe the temporary reassignment in writing to:
  - 1. Establish clear methods for and expectations of communication between the employee and all respective supervisors.
  - 2. Identify the supervisor(s) who will assign tasks and monitor performance during the temporary reassignment
  - 3. Define job functions that will be temporarily performed
  - 4. Define job functions, if any, that will continue to be performed in the support staff employee's primary role
  - 5. Establish the expected duration of the reassignment, up to a maximum of six (6) months.
  - 6. Establish a revised work schedule if necessary
- B. If the support staff employee's temporary reassignment involves working in a higher classification for ten (10) consecutive workdays or longer, the employee will be paid at the rate of the higher classification.
- C. Upon completion of the temporary reassignment, the employee will return to their primary assignment.

## Section 7: 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 8: 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.

## Section 9: Circumvention/Supplantation

The College may assign College employees from outside the Unit to perform the work of the vacant support staff position for up to six (6) months. This period may be extended upon mutual agreement, in writing, between the Unit Leadership and the College's Administration. If a non-Unit employee is assigned to perform the work of the vacant support staff position for one (1) month or longer, the Unit Leadership Team will be notified in writing within ten (10) days of the assignment. The notification will include a projected duration of the assignment.

# 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. Upon agreement with the Unit, a position description (PD) of a new position will be published in the position management platform (currently PeopleAdmin), accessible to support employees, within ten (10) business days.
- C. 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.
- D. 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 new positions within the Unit. Such discussions shall be limited to the following:

1. Decision to replace the new 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, Position Elimination and Recall**

The term “layoff” means a reduction in the workforce necessitated by economic conditions or a decrease in work. The term “position elimination” means that a position is no longer deemed necessary or appropriate and will therefore no longer be staffed.

### **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 forty-five (45) 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.

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 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: 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 9: 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.

## Section 10: Position Elimination

If a position to be eliminated is vacant, administration will notify Unit Leadership at least fifteen (15) days prior to the date of position elimination.

If a position to be eliminated is not vacant, the procedures for layoff as outlined in Sections 3 through 7 of this Article will be followed. In this scenario, all references to the employee being laid off will refer to the person holding the position to be eliminated. Said employee retains the same rights outlined in those sections as an employee being laid off.

# 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, Title IX sanctions, 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 place 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 F may be modified upon agreement of the Special Conference Committee. The latest version of the chart shall be in an electronic location accessible to employees.

## 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) workdays 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 at least five (5) working days before the scheduled meeting. The parties will agree on the final agenda two (2) days before the scheduled meeting and share responsibilities for organizing material and resources. Adjustments to the meeting schedule can be made by either party by submitting a request for adjustment and getting agreement from the other party a minimum of seven (7) working days before the scheduled meeting. The committee will set the dates and time of these meetings for the next fiscal year no later than the May meeting.

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.

## Section 3: Support Staff Meetings

Support Staff shall be allowed to attend two (2) meeting per year during the workday. Agendas for meetings will be developed in cooperation with administration.

Support 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 the spring and the fall with specific dates and times to be determined in advance by the Special Conference Committee.

# 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.

Grievances involving a disciplinary suspension or discharge shall be processed starting at Step 2 of the Grievance Procedure where 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 ten (10) working days of the cause of said alleged grievance. All other aspects of the Grievance Procedure will still apply. Other types of grievances may start at Step 2 but only upon mutual agreement, in writing, by the Unit Leadership Team and the highest-ranking Human Resources Administrator.

#### 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 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. If an employee is on non FMLA 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.
- C. 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.
- D. Sick leave shall be available for the following purposes:
  - a. Personal Injury, illness or quarantine, preventative medical, medical, vision or dental appointments.
  - b. Illness or injury to spouse, child, grandchild, parent, foster child, or other IRS dependent living in the same household.
  - c. 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.
  - d. Childbearing, maternity/paternity leave, adoption and/or the addition of a child/children to the household. See Human Resources for applicable use of FMLA.
- E. Sick Leave may be used in increments of fifteen (15) minutes.
- F. 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.
- G. An employee who is laid off has available any unused accumulated sick leave previously earned, effective at the time of recall.
- H. 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.

Support staff employees will be asked by the Unit Leadership for donations in July of each fiscal year to fund the bank with the following restrictions:

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

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.

## 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 one (1) year 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.

HR may waive the minimum requirements under extenuating circumstances.

- C. After one (1) year 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 one (1) year 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.

## 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. If an employee is on non FMLA 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: Using Vacation Time

- A. No employee shall be eligible to use accrued vacation time prior to the completion of ninety (90) days of employment with the College.
- B. Vacation time may be used in increments of fifteen (15) minutes.
- C. Vacation time requires advanced approval by a supervisor. Up to sixteen (16) hours of vacation time may be used per fiscal year without prior approval for absence necessitated by circumstances that are of a personal or emergency nature that cannot be attended to outside of the normal workday. In this event, the employee shall notify their immediate supervisor verbally or in writing as soon as possible.
- D. Vacation time 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: 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 or retires and gives ten (10) workdays notice, they shall receive compensation for any unused vacation time up to the accrual limit 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.
- C. The evaluation document shall be available electronically and as Appendix E.

## 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 Human Resources, which will notify the insurance company that carries the Worker's Compensation Policy covering medical, hospital and surgical benefits as prescribed by law. The College will make injury reporting forms available electronically.

## 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 College shall provide printed copies of this Agreement upon request. 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 an electronic location(s).

## 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.

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) 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 up to 80%. 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. Any changes in vision coverage shall be comparable in coverage to the current plan and shall be effective for the life of this agreement or through the last day of active employment.

## 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 thousand dollars (\$1,000) [unless already a multiple of one thousand dollars (\$1,000)]. 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:  
Sixty percent (60%) of monthly earnings to a maximum of four thousand dollars (\$4,000) per month.  
Ninety (90) day waiting period for payment benefits begin.  
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 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 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-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. Overtime hours cannot be worked without administrative approval. Employees may submit overtime requests to their immediate supervisors.
- 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 C 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 presidential or gubernatorial 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 C 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 help 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 on the HR intranet page.**

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 2023-2024 and 2024-2025 is presented in Appendix A. For 2023-2024 the salary scale shall increase four percent (4%) for Pay Grades 11 and 12. All other Pay Grades will increase two percent (2%) for 2023-2024. For 2024-2025, the salary scale shall increase two percent (2%). All support staff employees on salary steps below the maximum shall advance one step in each year.
- B. For 2023-2024, the salary scale shall increase under the following enrollment conditions as of the Fall 2023 Semester's Universal Drop Date:

Fall 2023 Enrollment Incentive			
Contact Hours	Additional Increase	Total Increase – Pay Grades 11 & 12	Total Increase – Other Pay Grades
566,163.71	0.5%	4.5%	2.5%
574,530.66	1.0%	5.0%	3.0%

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

- C. When an employee voluntarily bids on and accepts a position in a different classification, the employee shall be placed on the same salary schedule step within the new classification.
- D. A new hire will be placed at an appropriate step based on experience and/or education as determined by the Administration.
- E. A one-time, off schedule payment of \$936 will be made to all support staff employees upon ratification of the contract by the Unit and approval by the Board.

**Wage and step scales 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.

Longevity amounts shall increase two percent (2%) in 2023-2024 and 2024-2025.

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

## Section 8: Reclassification

*For purposes of this contract language, the term PDQ (position description questionnaire) remains for consistency and in recognition of historic file naming conventions, although, in conversation, PD (position description) and PDQ are intended to be used interchangeably.*

Twice per fiscal year, the administration will offer training to all support staff employees regarding the best practices for writing, revising and reviewing position descriptions.

- A. There are times when position responsibilities may be reviewed to determine if the classification of the position reflects the responsibilities of that position. One (1) time per fiscal year, support staff employees may request a reclassification review of their position. This request must be submitted either in the month of January or the month of July. The request must include a revised draft version of the position description questionnaire (PDQ) and written rationale, including a description of the changes that have occurred within the position. Final reclassification decisions are the purview and responsibility of the administration and the Board and will take effect no later than July 1 for requests received in January and Jan. 1 for requests received in July.
1. Written rationale should include descriptions of one or more of the following changes that have occurred in the position since the PDQ was last reclassified:
    - a. Additional skills
    - b. Technical knowledge
    - c. Accountabilities
    - d. Requirements to perform responsibilities
  2. The following factors are not considered justification for a change in responsibility:
    - a. A change in volume of work is not a change in responsibility.
    - b. Keeping skills, knowledge and abilities upgraded to meet the changes needed to perform current job functions is not necessarily a change in responsibility.
    - c. A change in an institutional or departmental process or procedure isn't automatically a change within a position. However, a change in a process or procedure may qualify as a change in responsibility if it requires changes in the position's certifications, degrees or skill levels.
- B. Reclassification Review Process
1. Following a discussion with their supervisor, support staff employees will submit, by email, 1) a draft PDQ, 2) rationale for the reclassification review request and 3) description of the change to their supervisor, Human Resources and Unit Co-Chairs.
    - a. Once all reclassification documents have been received and all initial parties notified, the support staff employee, their supervisor and their supervisor's supervisor will, within 20 business days, engage in a conversation for the purpose of:
      - i. discussing all initial parties' perspectives
      - ii. emphasizing the support staff employee's and their direct supervisor's knowledge of the position in question,
      - iii. comparing the new draft PDQ with previous version(s) on file in Human Resources and
      - iv. determining, as a group, whether to revise, continue or rescind the reclassification review request. If revisions are needed, they will be completed by the support staff employee and their supervisor.

- b. If the support staff employee chooses to proceed with the original or revised reclassification review request, Human Resources, after notification from the support staff employee, will schedule within approximately 20 business days a PDQ Content Review meeting that includes, at a minimum, the support staff employee, their supervisor, Unit leadership, Human Resources, all respective administrators in the support staff employee's supervisory chain – up to and including the Vice President (or Chief if in the President's Division) – for the purpose of discussing all parties' perspectives and developing a final draft of the PDQ.
    - c. Following the PDQ Content Review meeting, the support staff employee and their supervisor will work with Human Resources to create a final draft of the PDQ within 20 business days. Human Resources will share the final draft of the PDQ and all related documents (original draft, rationale, description of changes, meeting notes, etc.) with all parties in the initial conversation(s) to ensure accuracy and transparency.
    - d. While the intent of the PDQ Content Review meeting is to develop shared understanding among all parties, the approval of the final draft of the PDQ is ultimately the purview and responsibility of the administration.
2. The President, Vice Presidents, Chief Human Resources Officer and Chief Financial Officer will, within approximately 20 business days, review the final draft of the PDQ and all related documents (original draft, rationale, description of change, meeting notes, etc.) to determine whether to:
  - a. Approve the position for reclassification review
  - b. Reject the position for reclassification review
  - c. Forward the final draft of the PDQ to a third-party vendor for review and classification recommendation.
3. If a position is approved for reclassification review, the following steps will occur:
  - a. Human Resources will prepare a classification recommendation, which the President, Vice Presidents, Chief Human Resources Officer and Chief Financial Officer will discuss and then determine whether to approve, modify or reject.
  - b. Human Resources will, in writing, notify all parties, including the support staff employee, their supervisor, Unit Co-Chairs, and all administrators in the employee's supervisory chain of the final decision and when it takes effect.
  - c. The final draft of the PDQ will be placed on file within Human Resources and replace all previous versions. Starting with the version on file as of July 1, 2022, all previous versions of the PDQ, up to a maximum of six years' worth, will remain archived in Human Resources as a reference in the event they are needed for comparison in future reclassification requests or to document how the position has changed over time.
4. If a position is rejected for reclassification review, the following steps will occur:
  - a. Human Resources will, in writing, notify all parties, including the support staff employee, their supervisor, Unit Co-Chairs, and all administrators in the employee's supervisory chain of the final decision and the rationale for said decision.
  - b. The final draft of the PDQ will be placed on file within Human Resources as the active and applicable PDQ for that position. Starting with the version on file as of July 1, 2022, all

previous versions of the PDQ, up to a maximum of six years' worth, will remain archived in Human Resources as a reference in the event they are needed for comparison in future reclassification requests or to document how the position has changed over time.

5. If a position is forwarded to a third-party vendor, the following steps will occur:
  - a. Human Resources will share the final draft of the PDQ with the vendor for a reclassification review.
  - b. Human Resources will notify Unit Co-chairs when the vendor has been engaged for the reclassification review.
  - c. The vendor will provide a recommendation based on their review of the final draft of the PDQ.
  - d. The President, Vice Presidents, Chief Human Resources Officer and Chief Financial Officer will review the vendor recommendation and then make a final decision. The College reserves the right to make decisions on the final classification and placement of positions and there may be times when a vendor's recommendation is not supported by the College.
  - e. Human Resources will, in writing, notify all parties, including the support staff employee, their supervisor, Unit Co-Chairs, and all administrators in the employee's supervisory chain of the final decision and when it takes effect.
  - f. Human Resources will provide the vendor's recommendation to the Unit Co-chairs.
  - g. The final draft of the PDQ will be placed on file within Human Resources and replace all previous versions. Starting with the version on file as of July 1, 2022, all previous versions of the PDQ, up to a maximum of six years' worth, will remain archived in Human Resources as a reference in the event they are needed for comparison in future reclassification requests or to document how the position has changed over time.

## Section 9: Annual Update to Position Descriptions

Once per fiscal year, the PDQs of all support staff positions will be reviewed for accuracy by the current occupants of those positions and their respective supervisors. This annual review is the responsibility of the supervisor and will occur no later than June 30. Any changes to the PDQ shall be agreed upon by the support staff employee and their supervisor, presented for approval to the administration and shared with Unit Co-Chairs for feedback. If approved by the administration, the revised version will be shared with the employee, Human Resources, Unit Co-Chairs, all administrators in the supervisory chain up to the Vice President (or Chief if in the President's Division) and placed on file in Human Resources, replacing all previous versions.

## 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 will receive the maximum of 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 as an employer contribution to one of the College's eligible retirement plans as elected by the employee. 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, 2025.

### 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: Modifications

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.

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 found on the KCC website and intranet will be updated. Human Resources will provide email notices of its availability to all administrators and support staff of Kellogg Community College.

### Section 4: End of Contract/Termination

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.

**For the Board of Trustees, Kellogg Community College**

**Paul Watson II**                      **Apr 18, 2023**

Dr. Paul R. Watson II  
President

**Eric Greene**                      **Apr 18, 2023**

Eric Greene  
Vice President, Strategy, Relations and Communications

**Vicki Rivera**                      **Apr 18, 2023**

Vicki Rivera  
Chief Human Resources Officer

**Richard Scott**                      **Apr 17, 2023**

Richard Scott  
Chief Financial Officer

**Dennis M. Baskin**                      **Apr 17, 2023**

Dr. Dennis Baskin  
Dean, Workforce Development

**For the Kellogg Community College Support Staff Union Local 1294, Unit 25**

**Tony Chandler**                      **Mar 24, 2023**

Tony Chandler  
UAW International Representative

**June Lewis**                      **Mar 29, 2023**

June Lewis  
Unit Co-Chair

**Adnan Zafar**                      **Mar 24, 2023**

Adnan Zafar  
Unit Co-Chair


**Kristen Stolz**                      **Mar 29, 2023**

Krissy Stolz  
Committee Person at Large

**Steve Dawes**                      **Mar 24, 2023**

Steve Dawes  
UAW Region 1D Director



Signature:   
Tony Chandler (Mar 24, 2023 11:05 EDT)  
Email: tchandler@uaw.net

Signature:   
Email: zafara@kellogg.edu

Signature:   
Email: lewisj@kellogg.edu

Signature:   
Richard Scott (Apr 17, 2023 12:12 EDT)  
Email: scottr@kellogg.edu

Signature:   
Email: watsonp@kellogg.edu

Signature:   
Steve Dawes (Mar 24, 2023 11:08 EDT)  
Email: sdawes@uaw.net

Signature:   
Email: stolz@kellogg.edu

Signature:   
Dennis M. Baskin (Apr 17, 2023 08:27 EDT)  
Email: baskind@kellogg.edu

Signature:   
Email: greenee@kellogg.edu

Signature:   
Vicki Rivera (Apr 18, 2023 16:07 EDT)  
Email: riverav@kellogg.edu

## APPENDIX A – WAGE SCALES

### 2023-2024

Support Staff						
4% - PG 11-12   2% - PG 13A-15						
Step	11	12	13A	13	14	15
1	16.71	17.39	19.57	20.30	21.66	22.75
2	17.72	18.43	20.60	21.34	22.77	23.82
3	18.74	19.47	21.62	22.37	23.86	24.91
4	19.74	20.49	22.66	23.40	24.96	26.04
5	20.77	21.51	23.69	24.44	26.08	27.17
6	22.22	22.99	25.20	25.98	27.72	28.86

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

### 2024-2025

Support Staff						
2%						
Step	11	12	13A	13	14	15
1	17.04	17.74	19.96	20.71	22.09	23.21
2	18.07	18.80	21.01	21.77	23.23	24.30
3	19.11	19.86	22.05	22.82	24.34	25.41
4	20.13	20.90	23.11	23.87	25.46	26.56
5	21.19	21.94	24.16	24.93	26.60	27.71
6	22.66	23.45	25.70	26.50	28.27	29.44

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

## APPENDIX B – LONGEVITY SCALES

### LONGEVITY

<b>2023-2024</b>	<b>10th through 19th year</b>	<b>\$2,104.00</b>
	<b>20th year and over</b>	<b>\$2,510.00</b>
<b>2024-2025</b>	<b>10th through 19th year</b>	<b>\$2,146.00</b>
	<b>20th year and over</b>	<b>\$2,560.00</b>

## APPENDIX C – HOLIDAYS

### **2023-2024**

Independence Day	July 4, 2023
Labor Day	September 4, 2023
Thanksgiving Day	November 23, 2023
Day after Thanksgiving	November 24, 2023
Winter Break	December 22, 25, 26, 27, 28, 29, 2023 and January 1, 2, 2024
Martin Luther King Day	January 15, 2024
Spring Holiday	March 29, 2024
Memorial Day	May 27, 2024

### **2024-2025**

Independence Day	July 4, 2024
Labor Day	September 2, 2024
Thanksgiving Day	November 28, 2024
Day after Thanksgiving	November 29, 2024
Winter Break	December 23, 24, 25, 26, 27, 30, & 31, 2024 and January 1, 2025
Martin Luther King Day	January 20, 2025
Spring Holiday	March 28, 2025
Memorial Day	May 26, 2025

## APPENDIX D – 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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## 2020-2021 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.

CORE PERFORMANCE DIMENSION  
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					
0	1	2	3	4	5
<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					
0	1	2	3	4	5
<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  
Time and Resource Management

<b>Definition:</b> The degree to which the incumbent plans and prioritizes the duties of the job while effectively utilizing appropriate resource
Measure of Performance
<ul style="list-style-type: none"><li>* Establishes priorities consistent with the College's and department's goals</li><li>* Organizes and plans work effectively to achieve short-term results and long-term goals.</li><li>* Focuses effort on task at hand, is well organized, uses resources efficiently, and handles fair share of workload</li><li>* Effectively structures work activities, establishes priorities to meet deadlines, and fully completes assignments in a timely manner.</li></ul>

RATING					
0	1	2	3	4	5
<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  
Team Work

<b>Definition:</b> The extent to which the incumbent collaborates and cooperates with others and effectively contributes as a team player
Measure of Performance
<ul style="list-style-type: none"><li>* Works effectively with individuals and departments to achieve the College's goal</li><li>* Is a team player—commits to a group's decision even when it is at variance with own position</li><li>* Respects diversity and is sensitive to the approaches and viewpoints of others</li><li>* Collaborates, shares information, and communicates effectively with others</li></ul>

RATING					
0	1	2	3	4	5
<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  
Quality and Quantity of Work

<b>Definition:</b> The measure of effectiveness, accuracy and timeliness of work performed and volume of work produce
Measure of Performance <ul style="list-style-type: none"><li>* Works with precision, accuracy, and attention to details.</li><li>* Achieves consistent results within day-to-day operations.</li><li>* Works with end-in-mind to do work right the first time.</li><li>* Increases output under stress without sacrificing quality.</li><li>* Performs work in an accurate, neat, and thorough manner that meets department standards.</li></ul>

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

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

CORE PERFORMANCE DIMENSION  
Work Ethic

<b>Definition:</b> The degree to which the incumbent performs work responsibilities according to College policies and guidelines
Measure of Performance <ul style="list-style-type: none"><li>* Appropriately utilizes leave time and observes policies on break and lunch periods.</li><li>* Accepts responsibility for own mistakes and takes action to prevent similar occurrences.</li><li>* Treats others with respect, courtesy, and tact.</li><li>* Approaches work with a positive attitude.</li><li>* Represents the College in a positive and professional manner.</li></ul>

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

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

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.

**Individual Performance Dimension:**

**Measures of Performance:**

**Description of Actual Results Achieved:**

# APPENDIX F – STUDENT EMPLOYEE RESPONSIBILITIES

**Student Employee Responsibility Chart**

Responsibility	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)
<b>Job Posting, Interviewing, Hiring, etc.</b>					
Request Approval to Hire Student Employees		X			
Prepare Position Posting				X	
Activate Position Posting			X		
Recruitment of Potential Student Employees					X
Prepare Interview Questions or Testing				X	
Select Candidates to Interview				X	
Conduct Interview				X	
Select Candidate for Hire				X	
Request Work Authorization from CES		X			
Employment Offer to Student & Inform Student of Next Steps		X			
<b>Work Assignments for Student Worker</b>					
Orientation to the Department					X
Check Student Availability			X		
Develop Student Work Schedule				X	
Determine Scope of Work				X	
Daily Task Delegation			X		
Training & Guidance on Daily Tasks			X		
Issue Feedback on Daily Work Assignments to Include Review and Minor Corrections of Work			X		
Refer Potential Work Performance Issues to Manager	X				
Check Accuracy of Student Employee Hours (i.e. compare hours submitted to schedule)			X		
Approve Timecard		X			
Track Student Employee Budget Expenditures			X		
<b>Absence Reporting</b>					
Develop Departmental Process for Reporting Absences				X	
Ensures Coverage Based on Absence of Student Employee				X	
<b>Feedback, Disciplinary Action, Termination</b>					
Issue Formal Disciplinary Action		X			
Termination of Employment		X			
Complete Exit Slip & Forward to HR		X			

## TERM DEFINITIONS

CBA: Collective Bargaining Agreement

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.

FMLA: Family Medical Leave Act

Grievance: An alleged violations of the terms of this Agreement

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

PDQ or PD: Position Description Questionnaire or Position Description

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

## ACTIVE LOA/LOUs



450 North Avenue, Battle Creek, MI 49017-3397 PHONE 269 965 3931 WEB kellogg.edu

**Letter of Understanding  
Between  
Kellogg Community College  
& Support Staff Union, UAW Local 1294, Unit 25**

This is to document the College accountabilities for providing and coordinating the mail courier service within the Support Staff Union, UAW Local 1294, Unit 25.

The College may use a non-support unit part-time miscellaneous position to provide the mail courier service distribution and collection from the Regional Centers one day a week to allow for continuous and consistent coverage for shipping and receiving services of the College.

The Clerk, Shipping & Receiving – Facilities position will be primarily responsible for any additional courier runs beyond the one day a week. The Clerk, Shipping & Receiving – Facilities position will serve as primary backup for the part-time miscellaneous employee providing courier service. The Process Specialist, Print and Document Services (PDS) position will serve as secondary backup for the courier service (only when the part-time miscellaneous employee and the Clerk, Shipping & Receiving – Facilities employee are unavailable). In the absence of both support staff employees an Administrator will perform the courier service.

When the current part-time miscellaneous employee providing courier service vacates the position, the one day a week courier service will become the primary responsibility of the Clerk, Shipping & Receiving – Facilities. At that time the Process Specialist, PDS will become the primary backup for courier services. In the absence of both support staff employees an Administrator will perform the courier service.

The College reserves the right to add, remove or modify the courier service run dates and times based upon operational needs of the College.

**For the Support Staff Union**

June Lewis      4/20/2022  
June Lewis      Date  
Unit Chair

njmark      4/20/2022  
Mark Neville      Date  
UAW Representative

**For KELLOGG COMMUNITY COLLEGE**

Pat W      5/16/22  
Interim President      Date

E. Greene      9/17/22  
Eric Greene      Date  
VP for Strategy, Relations, & Communications

**BOARD OF TRUSTEES**

Steven A. Claywell  
Chair

Jill M. Booth  
Vice Chair

Jonathan D. Byrd  
Secretary

Matthew A. Davis  
Treasurer

Xenia C. McKay  
Trustee

Patrick A. O'Donnell  
Trustee

Carla C. Reynolds  
Trustee

Adrien L. Bennings, PhD  
President



450 North Avenue, Battle Creek, MI 49017-3397 PHONE 269 965 3931 WEB kellogg.edu

**Letter of Understanding  
Between  
Kellogg Community College  
& Support Staff Union, UAW Local 1294, Unit 25**

This is to document the Support Staff Union, UAW Local 1294, Unit 25 clarification of allowed assistance from the AFSCME Council 25, Local 331.06 Maintenance Unit members for the Clerk, Shipping and Receiving – Facilities shipping/receiving and distribution accountabilities.

The Support Unit agrees that if the Clerk, Shipping and Receiving – Facilities employee is unavailable and assistance is needed with loading/unloading trucks in shipping and receiving, the College maintenance AFSCME Council 25, Local 331.06 unit members may assist in loading/unloading. Additionally, if the maintenance unit members are asked to assist with deliveries that are overweight or unmanageable for one person to handle, they will work with the Clerk on the delivery and distribution without the work being classified as a violation of the Support Staff Union UAW Local 1294, Unit 25 protected accountabilities.

**For the Support Staff Union**

Jane Lewis 5/10/2022  
Jane Lewis Date  
Unit Chair

njmark 5/10/2022  
Mark Neville Date  
UAW Representative

**For KELLOGG COMMUNITY COLLEGE**

Paul Watson II 5/6/22  
Paul Watson II, Ed.D. Date  
Interim President

Eric Greene 5/10/22  
Eric Greene Date  
VP for Strategy, Relations, & Communications

**BOARD OF TRUSTEES**

Steven A. Claywell  
Chair

Jill M. Booth  
Vice Chair

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Treasurer

Xenia C. McKay  
Trustee

Patrick A. O'Donnell  
Trustee

Carla C. Reynolds  
Trustee

Adrien L. Bennings, PhD  
President