



KELLOGG
COMMUNITY COLLEGE

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AGREEMENT

Between

KELLOGG COMMUNITY COLLEGE
BOARD OF TRUSTEES

And

KELLOGG COMMUNITY COLLEGE
Support Staff Union
UAW Local 1294, Unit 25

For the

ACADEMIC YEARS

2016-2017, 2017-2018, 2018-2019

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Note that changes made after publication of this document are available on the KCC M Drive or through your union representatives.

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 1st day of July 2016, by and between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board," and the Kellogg Community College Support Staff 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

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

All full time and regular part time secretaries, bookkeepers, clerks, library assistants, and other office clerical personnel, paraprofessionals, technicians, staff assistants and other employees, but excluding administrative personnel, supervisors, Executive Assistant to the President, Executive Assistant to the Vice President for Student and Community Services, Executive Assistant to the Vice President for Instruction, and the Executive Assistant to the Vice President for Administration and Finance.

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

Article 2 Board Rights

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

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

Article 3 Unit Rights

Section 1: 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 hereafter enacted or the Constitutions of Michigan and the United States.

Section 2: 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 Section 1, 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 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 Unit 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 with a copy to Human Resources between July 1 and August 1 of the year it is to take effect.
- 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 Chair. The original signed card will be sent to Human Resources with a copy sent to the Unit Chair.
- 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 Union 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 designated financial officer of 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 employees.
- 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 Section of the Agreement.
- J. The College will provide the Unit with secure storage space on main campus.

Section 3: The Board shall notify the Unit Chair, in writing, within five (5) business days, of any change in employment status of any member of the Bargaining Unit.

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

Section 5: The 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.

Section 6: The elected/appointed positions for the Bargaining Unit are as follows: Unit Chair, Vice Chair, Committee Person at Large, Recording Secretary, a Steward for each Kellogg Community College site, Chaplain, Women's Committee Chair, Health and Welfare Chair and Education Committee Chair. Please note that there may be more committee elections as needed. Upon completion of any elections and/or appointments the Unit Chair will contact the Vice President responsible for support staff and the Director of Human Resources 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 Concerted Action Prohibitions

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

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

Article 5 Hours of Work

Section 1: Workday

The normal workday shall be eight (8) consecutive hours per day.

Section 2: Workweek

The normal workweek shall be forty (40) hours per week.

Section 3: Work Hours for Part Time Employees

A part time employee may have their time arranged by the immediate supervisor. The Director, Human Resources, will be notified prior to any change in work hours. If a change is made, that information will be forwarded to the Unit Chair. Changes can be made within the work hours of the day only. Change of scheduled work days will be considered for emergency situations only and must be approved by the individual responsible for support staff or their designee. 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 hours of work for newly created and vacated positions. All existing positions shall continue the existing workday.

Section 5: Employer Requested Flex Schedule

During peak periods of operation an employee may be requested to work a flexible schedule on a temporary basis. The supervisor will make a request through the appropriate dean or vice president. The dean or vice president will then notify, in writing, the Unit Chair and the Human Resources Department.

Section 6: Work Schedules

A. Summer Schedule:

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

B. 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 begin the day after grades are due and return to regular hours the first business day before General and Interim Sessions and will be in place for Spring Break.

Section 7: Relief Period

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

Section 8: Site Closings

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

Section 9: Working When a Site is Closed

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

Article 6 Vacancies and Promotions

Section 1: Vacancies

- A. Whenever a vacancy or other special opportunity within the Bargaining Unit occurs, the Board shall post the vacancy or special positions 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.

- B. Support staff that apply for and meet minimum qualifications (as determined by the hiring manager) for a posted position, will be granted a phone interview. Human Resources will assist any internal applicants with reserving a private location for their phone interview. If no phone interview is conducted, then the employee will be granted a face-to-face interview.
- C. A copy of all postings of vacancies within the College will be sent to the Unit Chair.
- D. 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. It is understood that all interviews will take place, when possible, during the last ten (10) days before the current employee in the position vacates the position.
- E. 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 the Unit Chair 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, Director of Human Resources, Search Committee Chair and, if the employee desires, the Unit Chair. 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 Chair will be notified of all requests.

Section 2: 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. An employee who is assigned, in writing, to work temporarily in a higher classification for ten (10) consecutive days or longer, will be paid the rate of the higher classification.

Section 3: Priority Consideration for Open Unit Positions

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

Section 4: Returning to Bargaining Unit

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

- A. If employee returns before the one (1) year anniversary of their transfer:

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

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

Section 5: Applicant Testing

Testing will be required of all applicants when applying for a transfer to an internally advertised support staff position.

Section 6: 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 then current position. If no significant training is required, the six (6) month period is waived. Significant training will be defined by both the hiring and releasing departments in conjunction with Human Resources. This requirement shall be waived in the event of a transfer initiated by Administration.

Article 7 Layoff and Recall

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

Section 1: Grant Funded Positions

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

- A. These positions are grant funded and continuation of these positions is contingent upon the availability of continued funding. In the event the College is notified of a loss of funding to the grant for which this position is covered, the College reserves the right to provide thirty (30) days written notice of termination of employment.

- B. Employees in grant funded positions (hired into the College after July 1, 2011) will be excluded from rights related to layoff and bumping, except for:
- 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.
 - 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 members may bump into full time positions. Only part time Unit members may bump into part time positions. In order for a Unit member to bump into a position they must possess the minimum qualifications and have the ability to perform the work adequately with a minimum of instruction or training. Temporary and probationary employees shall be released before seniority employees. 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 or 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 representatives at least thirty (30) calendar days prior to the anticipated date of the layoff. At such meeting, the

Administration will submit a list of the employees scheduled for layoff. Said list shall show the names, seniority dates, job titles, and work locations. If the Unit challenges the result of the Administration's decision regarding the employees to be laid off, the matter shall become a proper subject for the grievance procedure. A grievance filed under this Section shall be submitted at the final step.

Section 6: Notification to Receive Vacancy Information

It is the responsibility of each person laid off to notify, in writing, the office of the person responsible for support staff personnel 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 Chair.

Section 7: Payments Due at Layoff

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

Section 8: Notification of Layoff

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

Section 9: Recall

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

Section 10: Notification of Recall

An employee being recalled from layoff will be sent a notice of recall by certified mail return receipt requested. If the employee fails to accept the recall in writing within ten (10) calendar days from the date of the receipt of notice of recall, they shall be considered a quit.

Article 8 Performance Improvement, Discipline, Suspension and Discharge

Section 1: A. Performance Improvement

1. It is important to define the supervisor and employee's 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 Chair. 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 Chair. 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.

2. At the end of ninety (90) days, if the performance issues have not been resolved, the person responsible for support staff or the appropriate vice president and Human Resources Director may review the initial plan and with input from the Unit Chair, 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.
- B. The employee can request a meeting with the Director of Human Resources to discuss a perceived conflict with the direct supervisor. The Director of Human Resources 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: Disciplinary, Suspension, and Discharge. With the exception of misconduct, multiple problems or deficiencies, emergency situations or situations of a sensitive nature which may be cause for more serious or immediate disciplinary action or dismissal, a non-probationary employee whose employment is terminated will normally have been through the following steps:

Step One

A discussion will be held in a private setting with the employee and 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 person responsible for support staff personnel, or their designee, in the employee's presence. The employee may read and discuss the reprimand and may comment in writing.

Step Three

If there is no marked improvement after the written reprimand in Step Two, the employee may be suspended, without pay, for up to five (5) consecutive workdays. A written record of the suspension shall be completed by the person responsible for support staff personnel, or their designee, and placed in the employee's personnel file.

Step Four

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

If there is a lapse of one (1) year or more between any of the steps, the last step taken will be repeated. If two (2) years have passed after any step, the procedure will

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

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

Section 3: Should the disciplined, suspended or discharged employee consider the discipline, suspension or discharge to be improper, a grievance shall be submitted at the second or third step of grievance procedure as is appropriate.

Article 9 Seniority

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

Section 2: Seniority shall terminate when:

- A. the employee resigns
- B. the employee dies
- C. the employee is discharged for cause
- D. the employee fails to complete the probationary period

Section 3: An employee shall be considered probationary for the first ninety (90) calendar days of employment. Interruptions in 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: If the employee has not completed their probationary period prior to July 1, they will advance to the next step on the salary schedule on the first workday after such completion.

Section 5: A seniority list shall be provided through the College share drive and will be updated by the tenth (10th) of each month and posted on the KCC share drive (currently the M Drive) or another designated location.

Article 10 Temporary Employees

Section 1: 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: The College may hire a temporary employee for a special short term project and/or during the peak work periods. A temporary employee is not covered by the terms of this Agreement.

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

Section 4: A temporary employee may be hired for up to six (6) months, to be extended upon mutual agreement. The Unit Chair 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. An updated temporary

employee list shall be provided by the tenth (10th) of each month and posted on the share drive (currently the M Drive) or another designated location.

Article 11 Termination of Employment

- Section 1: An employee terminating employment must give ten (10) workdays advance written notice, excluding vacation, to the person responsible for support staff personnel.
- Section 2: If an employee fails to provide notice, as stated in Section 1 above, they shall forfeit any and all vacation credit and other fringe benefits.

Article 12 Special Conference Committee

- Section 1: 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: Each party will propose agenda items for the meeting(s) in writing to the Director of Human Resources by the last day of the month preceding the scheduled meeting. The parties will agree on the final agenda and share responsibilities for organizing material and resources. Adjustments to this schedule can be made by either party by submitting a request for adjustment and getting agreement from the other party before the last day of the month preceding the scheduled meeting. The October meeting will include the status of upcoming changes in health insurance and a discussion regarding the changes.

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

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

Article 13 Grievance Procedure

- Section 1: A. A grievance is defined as an alleged violation of the terms of this Agreement with respect to wages, hours and working conditions.
- B. The term "day" when used in this Article shall mean "workday" unless specified otherwise.
- 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.

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

Section 3: A. Step 1: Informal

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

B. Step 2: Written

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

C. Step 3

1. If the Unit is not satisfied with the disposition of the grievance or if no written decision has been rendered within five (5) days of the meeting in Step 2, the 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. The President, or their designee, shall meet with the Unit Chair within five (5) days after receipt of the written grievance. A decision shall be issued to the grievant within ten (10) days after the meeting.

D. Step 4

A meeting will be held with the President or their designee, the Bargaining Committee and the International Representative, to discuss the grievance(s). Meeting to occur within thirty (30) days with a decision to be submitted within ten (10) days.

E. Step 5

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

F. Step 6

If the grievant and 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 Chair 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.

G. Step 7

1. If the Unit is not satisfied with the Step 6 decision, the Unit may request that the matter be submitted to arbitration. Said request shall be made within ten (10) days of receipt of the Step 6 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 4: 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 5: 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 effected by the Unit or a representative involved, the International Servicing Representative of the UAW may inform the Director of Human Resources 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 the 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, a 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 14 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 located at: <http://www.dol.gov/whd/fmla/>. Employees should contact Human Resources with any questions regarding this protection.

Section 1: Sick Leave

- A. Each regular, full time employee earns eight (8) hours sick leave allowance for each full month, or major portion thereof, that they are actively performing their job responsibilities. Unused sick leave allowance shall accumulate to a maximum of one thousand five hundred and twenty (1,520) hours and be designated as "accumulated sick leave allowance."
- B. An employee who regularly works less than full time shall accumulate sick leave at the established rate, prorated according to the average number of hours or months worked. The maximum accumulation of hours will also be prorated.
- C. Sick leave shall be available for the following purposes:
 - 1. Personal injury, illness or quarantine.
 - 2. Illness or injury to spouse, child, grandchild, parent, foster child or other IRS dependent living in the same household.
 - 3. Up to forty (40) hours sick leave may be used annually for serious illness, including the birth of grandchildren or injury to a child, grandchild or parent not living in the same household. The maximum limit is prorated if employee is less than full time.

4. Childbearing, maternity/paternity leave, adoption and/or the addition of a child/children to the household. See Human Resources for applicable use of FMLA.
- D. Sick leave may be used in increments of fifteen (15) minutes.
 - E. An employee on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.
 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 2 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 the Director, Human Resources who will verify the individual meets the above criteria.

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

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

- a. Leave time may be donated from either the member's sick or vacation leave.
 - b. Donating employee must have a minimum of two (2) weeks leave remaining (combined sick and vacation) at the time the member volunteers to the donation and at the time the donation is removed.
- F. An employee who is laid off has available any unused accumulated sick leave previously earned, effective at the time of recall.
 - G. If an absence of three (3) or more days occurs that is chargeable to sick leave, the Board may ask for a physician's statement attesting to the illness. If the

illness is of a serious or contagious nature, a certificate from the physician certifying recovery may be required prior to the employee's return to work.

Section 2: Leaves of Absence Without Pay

- A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.
- B. For the employee not qualifying under A. above, or in addition to the above referenced leaves, after two (2) years of service with the College, leaves of absences for reasonable periods not to exceed one (1) year shall be granted, without pay, for:
 - 1. Illness (mental or physical) which must be certified by an attending physician and the leave of absence must be recommended by them.
 - 2. Prolonged illness of the spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making their home in the employee's household.
 - 3. Child rearing, provided that the College is provided with at least thirty (30) days prior written notice. Extenuating circumstances may allow a waiver of the thirty (30) days written notice and/or the two (2) years of service.
- C. After two (2) years of service with the Board, leaves of absence for reasonable periods not to exceed one (1) year may be granted, without pay, for prolonged illness of a person who is injured or ill who is living in the employee's household but is not a member of the employee's immediate family. The employee is expected to provide the Board with a complete explanation of need.
- D. After two (2) years of service with the Board, a general leave of absence, without pay, may be granted for a reasonable period not to exceed one (1) year. The employee is expected to provide the Board with a complete explanation of need.
- E. A request for an unpaid leave of absence shall be answered by the person responsible for support staff personnel in writing within seven (7) 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 judgment 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 leave of absence without pay for the purpose of performing duties of the Union.

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

A. Funeral Leave

1. In the event of the death of a spouse, child, stepchild, child-in-law, parent, parent-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 worker 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 the person responsible for support staff personnel.

B. 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 a request for leave shall be made on the proper form. The employee will report for available work when released from jury service or witness service unless the number of hours which they spend on jury or witness duty during that day exceeds the number of hours normally worked by the employee during a day or would require them to work beyond their normal quitting time. Such employee shall be paid the difference between the employee's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave provided in this Agreement.

C. 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 Chair 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 the individual responsible for support staff.

D. Support staff unit members will be granted time off with pay during the work day to attend two (2) general membership meetings per year. Staff from the Regional Centers and the Regional Manufacturing Technology Center shall be allotted travel time based on distance from main campus. Meetings will be held in May and November with specific dates and times to be determined in advance by the Support Staff Unit Board and subject to approval by the Human Resources Director and Administrator responsible for support staff personnel. Any votes or other activities that would require assembling the employees should be attached to/coordinated with these meetings whenever possible.

Article 15 Vacation

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

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

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

- Section 3:
- A. 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.
 - B. Up to sixteen (16) hours of vacation leave may be used for absence necessitated by circumstances that are of a personal or emergency nature that cannot be attended to outside of the normal workday. Advanced written notification shall be provided to the employee's supervisor(s), unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify their immediate supervisor by telephone. Upon returning to work the employee shall complete and forward to their immediate supervisor the written notification on the appropriate form. This leave may be taken in increments of fifteen (15) minutes.

- Section 4:
- A. An employee requesting and entitled to two (2) or more weeks vacation may receive an advance approximately equal to their next regular check. A written request must be received in Human Resources by the Friday before the payday preceding the vacation.
 - B. In case an employee resigns and gives ten (10) workdays notice, they shall receive any unused vacation credit in their final pay.
 - C. An employee shall be paid their current salary while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

Article 16 General

Section 1: Support Staff Evaluations

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

- B. The parties agree in principle to the concept of employee evaluation. The evaluation process may be reviewed and updated based on decision(s) by the Special Conference Committee (see Article 12, Section 2).
- C. The evaluation document shall be posted on the share drive (currently the M Drive) or another designated location.

Section 2: Equal Opportunity Statement

Kellogg Community College is an equal opportunity educator and employer. Neither the employer nor the Unit shall discriminate against any person on the basis of national or ethnic origin, ethnicity, ancestry, color, race, sex (sex or gender, affiliation, expression or 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 employer 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 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 15, Section 4 (advance vacation pay) and that in the case of unplanned closings, paychecks will not be made available until the College reopens.

Section 4: Injuries at Work

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

Section 5: Annuity Program(s)

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

Section 6: Retirement Age

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

Section 7: Contract Dissemination

Copies of this Agreement shall be made readily available to all Unit members employed by the Board at no expense to the Unit members or to the Unit. This

Agreement will be posted on the college website and every Unit member shall receive one (1) digital copy of this agreement via email attachment. The Unit shall also be provided with thirty-five (35) printed copies of this Agreement. In the event the contract is modified by any Letters of Agreement or an appendix update, the College will provide digital copies (via email attachment) of updates inclusive of modification(s), Letters of Agreement or an appendix update to all Support Staff as they occur and include these changes as a part of the contract in the share drive (currently the M Drive).

Section 8: Contract Provisions

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

Article 17 Insurance

The following insurance plans shall be in place through June 30, 2017. Benefits in this section shall be renegotiated in each subsequent year of the contract.

Section 1: The Board will provide a high-deductible health plan (HDHP) for each full time support staff member 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 member to comply with the enrollment dates established by the company and inform the Human Resources Department of any changes in the member's insurance status.

For full time employees, the College will pay its share of the annual premium as defined by the formula 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 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.

References to medical and/or health insurance plan costs referred in this Section are as defined by Michigan Public Act 152 of 2011 ("PA 152"). Effective January 1, 2015, full time 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. This percentage will be determined by a formula using the College's total health insurance costs, subtracting out contributions of other employees, and employee groups that contribute more than twenty percent (20%) of their medical insurance plan costs, resulting in a contribution amount necessary by its remaining employees to ensure the College is contributing eighty percent (80%) of its total health insurance plan costs. This resulting amount will be divided by the total medical insurance plan costs of the remaining employees (those employees not already contributing twenty percent (20%) or more) to determine each employee's required contribution rate.

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 sixty-eight dollars (\$5,468) in 2016-2017, 2017-2018 and 2018-2019 to be paid in two (2) equal installments in August and February of each year.

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

Part time support staff employees' share of the total medical health insurance costs will be prorated based on the employee's full time equivalency (FTE). The College will pay the percentage matching the employee's FTE. The employee will pay the remaining portion (i.e. - 100% - FTE% = 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: The Board will provide a dental plan for each full time member, their spouse, and dependent children who are defined in Section 1. The plan will provide up to one thousand, one hundred dollars (\$1,100) 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: The Board will provide each full time member, their spouse, and IRS defined dependent children through their 25th year, with vision insurance with a three hundred, seventy-five dollar (\$375) benefit per family member per calendar year.
- Section 4: For those support staff employees who were employed in a support staff position as of January 1, 2006, the College will provide one family continuation rider per employee per year, if needed. A family continuation rider is needed to continue all coverage listed above for dependents between December 31 of the year that they become nineteen (19) years of age and December 31 of the year that they become twenty-five (25) years of age. Additional family riders can be purchased by the employee.
- Section 5: A group life insurance policy shall be furnished each full time support staff member with a face value equal to one times the support staff member's annual base salary rounded to the next highest one hundred dollars (\$100) (unless already a multiple of one hundred dollars (\$100)). Such policy shall provide double the above-recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.
- Section 6: The Board will provide a Long-Term Disability Plan for full time support staff members to include:
- (a) Sixty percent (60%) of monthly earnings to a maximum of four thousand dollars (\$4,000) per month.

(b) Ninety (90) day waiting period for payment benefits to begin.

(c) Coverage not to extend beyond age sixty-five (65).

Section 7: All coverage's 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 8: A. An employee hired on or after July 1, 1987, for a position requiring less than the normal full time work year of two thousand eighty (2080) hours shall be given the option of receiving insurance coverage for hospital/medical insurance, dental insurance, term life insurance, long term disability insurance and vision insurance on a "shared-cost" basis.

B. The employee may select one (1) or more of the coverage's and pay the proportional share as calculated by the employee's regular employment as measured against the normal full time work year of two thousand eighty (2080) hours.

Section 9: An employee hired on or after January 1, 1989, for a position requiring less than five hundred twenty (520) hours of the full time work year shall not be eligible for insurance paid for by the College. An employee working less than seven hundred (700) hours is not eligible for Life or Long-term Disability.

Section 10: 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 18 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

A. 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) and the person responsible for support staff personnel. 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 universally applied fees shall be capped at the average of tuition and universally applied fees for the appropriate

degree level. The six (6) institutions to be averaged shall be the following: University of Michigan, Michigan State University, Western Michigan University, Central Michigan University, Grand Valley State University, and Ferris State University.

- B. 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 members may enroll in one (1) additional class in the following fiscal year (for a total of four (4) off-campus courses, 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.
- C. 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) 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.
- D. Any support staff member starting classes - KCC or Non-KCC - for the first time after July 1, 2017, and receiving reimbursement for non-KCC course work under this section who voluntarily leaves 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 years, 40% after three years, 60% after two years, 80% after one year, and 100% if less than one year. Under extraordinary circumstances, the support staff member may request a waiver of reimbursement to the College's President.
- E. Support staff members who were enrolled and successfully completed KCC credit based courses in 2015-16 and employees who began non-KCC courses before July 1, 2017, will be excluded from the reimbursement payback schedule in paragraph D above.

Article 19 Compensation

- Section 1:
- A. The normal working hours per week for a full time employee consists of five (5) days, eight (8) consecutive hours per day or forty (40) hours per week. A part time employee shall work according to the schedule assigned.
 - B. No employee shall be required to take time off in lieu of overtime.
 - C. Upon recommendation of the supervisor, overtime pay will be allowed if approved by the person responsible for support staff personnel. Such recommendation is to be given in writing in advance of the overtime to be worked, if possible.
 - D. When an employee is called in to work overtime, 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:
- A. When a holiday is observed by the Board during an employee's scheduled vacation, the holiday will not be considered as a vacation day.
 - B. When a holiday is observed by the Board while an employee is on allowable paid leave, the holiday will not be charged against the employee's sick leave.
 - C. An employee whose work schedule includes any or all of the following days shall receive a holiday with regular pay for the contract year.

2016-17

Independence Day	July 4, 2016
Labor Day	September 5, 2016
Thanksgiving Day	November 24, 2016
Day after Thanksgiving	November 25, 2016
Winter Break	December 22, 23, 26, 27, 28, 29, 30, 2016 and January 2, 2017
Martin Luther King Day	January 16, 2017
Good Friday	April 14, 2017
Memorial Day	May 29, 2017

2017-18

Independence Day	July 4, 2017
Labor Day	September 4, 2017
Thanksgiving Day	November 23, 2017
Day after Thanksgiving	November 24, 2017
Winter Break	December 21, 22, 25, 26, 27, 28, 29, 2017 and January 1, 2018
Martin Luther King Day	January 15, 2018
Good Friday	March 30, 2018
Memorial Day	May 28, 2018

2018-19

Independence Day	July 4, 2018
Labor Day	September 3, 2018
Thanksgiving Day	November 22, 2018
Day after Thanksgiving	November 23, 2018
Winter Break	December 21, 24, 25, 26, 27, 28, 31, 2018 and January 1, 2019
Martin Luther King Day	January 21, 2019
Good Friday	April 19, 2019
Memorial Day	May 27, 2019

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

Each support staff employee who regularly works eight (8) hours on a national election day will receive up to two (2) hours leave on that day to allow them to vote. The specific time will be coordinated with their supervisor to ensure department coverage.

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

Section 3: Classifications

A. Office and Clerical

An individual employed in this classification performs the normal office and clerical functions in support of the broad range of College operations. The employee is assigned to one (1) of the three (3) sub-classifications of this employee classification. (PT designates part time position)

1. Classification I

2. Classification II

Attendant, Resource Center (2) – 1 PT
 Clerk, Academic Support (PT)
 Clerk, Bookstore (2) – 1 PT
 Clerk, Equipment Resource Center
 Clerk, Registration and Records (3)
 Secretary, Allied Health/Dental Clinic
 Secretary, Allied Health/Nursing (2) – 1 PT
 Secretary, Arts and Communication (2) – 1 PT
 Secretary, Athletics and Physical Education – PT
 Secretary, Business Department – PT
 Secretary, Business Office – PT
 Secretary, Career and Employment Services
 Secretary, Student Life – PT
 Secretary, Criminal Justice
 Secretary, Early Childhood Education
 Secretary, Eastern Academic Center (2) – 1 PT
 Secretary, Emergency Medical Services Education
 Secretary, Fehsenfeld Center (3) – PT
 Secretary, Grahl Center (3) – PT
 Secretary, Human Resources (2) – 1 PT
 Secretary, Information Technology
 Secretary, Learning Resource Center - Library Services – PT
 Secretary, Math and Science
 Secretary, Public Information and Marketing
 Secretary, Selective Admissions
 Secretary, Social Science
 Secretary, Support Services
 Secretary, Testing and Assessment Center (2) – 1 PT
 Secretary, The Bridge
 Secretary, Workforce Solutions

3. Classification III

Clerk, Purchasing
Secretary, Academic Deans
Secretary, Admissions
Secretary, Dean of Student Services
Secretary, Lifelong Learning

B. Institutional Facilities

Clerk Institutional Facilities

An individual employed in this classification is assigned to Institutional Facilities where the employee works with the shipping and receiving processes of the organization. The employee provides customer service and interacts with internal and external customers. The function also provides courier service for the College and serves as backup for many Institutional Facilities functions.

C. Paraprofessional

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

Paraprofessional, Academic Support (5) – PT
Paraprofessional, Davidson Building
Paraprofessional, R.M.T.C
Paraprofessional, Science – PT
Tool Crib Attendant – PT

D. Technical

An individual employed in this classification is assigned to an area where highly developed but focused skills are required. The employee works with technical and specialized equipment and develops skill in its operation. The skill level is focused well beyond the normal and customary knowledge of others in different classifications.

Help Desk Analyst
Learning Systems Analyst
Technician, Computer Lab (2) – PT
Technician, Computer Lab Battle Creek
Technician, Computer Lab Grahl
Technician, Financial Aid (2)
Technician, Information Services (2)
Technician, Library Access Services
Technician, Print and Document Services
Technician, Records Coordinator Upward Bound
Technician, Records and Registration
Technician, Support Services
Technician, Scholarships

E. Staff Assistant

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

- Staff Assistant, Accounting
- Staff Assistant, Accounts Payable
- Staff Assistant, Human Resources
- Staff Assistant, Industrial Trades
- Staff Assistant, Library Technical Services
- Staff Assistant, Media Design
- Staff Assistant, Print and Document Services
- Staff Assistant, Support Services

Section 4: A. Compensation schedule for 2016-2017, 2017-2018, and 2018-2019 is presented below. For 2016-2017, the salary scale and longevity amounts shall be increased two percent (2%). In 2017-2018 and 2018-2019, all economic items in Article 19 – Compensation, sections 4 and 5 shall be increased one and one-half percent (1.5%). All support staff members on salary steps below the maximum shall advance one step in each year.

2016-17 Support Staff Salary Scale 2%							
Step	O&C, I	O&C, II	Institutional Facilities Clerk	O&C, III	Parapro	Tech	Staff Assistant
1	14.70	15.29	15.34	16.84	16.84	17.55	18.20
2	15.59	16.20	16.25	17.76	17.76	18.47	19.13
3	16.48	17.11	17.16	18.68	18.68	19.38	20.05
4	17.37	18.01	18.06	19.59	19.59	20.32	20.97
5	18.27	18.91	18.96	20.50	20.50	21.24	21.91
6	19.54	20.22	20.27	21.85	21.85	22.60	23.30

2017-18 Support Staff Salary Scale 1.5%							
Step	O&C, I	O&C, II	Institutional Facilities Clerk	O&C, III	Parapro	Tech	Staff Assistant
1	14.92	15.52	15.57	17.09	17.09	17.81	18.47
2	15.82	16.44	16.49	18.03	18.03	18.75	19.42
3	16.73	17.37	17.42	18.96	18.96	19.67	20.35
4	17.63	18.28	18.33	19.89	19.89	20.62	21.29
5	18.54	19.19	19.24	20.81	20.81	21.56	22.24
6	19.83	20.52	20.57	22.18	22.18	22.94	23.65
2018-19 Support Staff Salary Scale 1.5%							
Step	O&C, I	O&C, II	Institutional Facilities Clerk	O&C, III	Parapro	Tech	Staff Assistant
1	15.14	15.75	15.80	17.35	17.35	18.08	18.75
2	16.06	16.69	16.74	18.30	18.30	19.03	19.71
3	16.98	17.63	17.68	19.24	19.24	19.97	20.66
4	17.89	18.55	18.60	20.19	20.19	20.93	21.61
5	18.82	19.48	19.53	21.12	21.12	21.88	22.57
6	20.13	20.83	20.88	22.51	22.51	23.28	24.00

- B. An additional fifty dollar (\$50) annual stipend will be paid to the Staff Assistant, Institutional Facilities.
- 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.

Section 5: 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.

2016-17	10 th through 19 th year	\$1,732
	20 th year and over	\$2,188
2017-2018	10 th through 19 th year	\$1,758
	20 th year and over	\$2,221
2018-2019	10 th through 19 th year	\$1,784
	20 th year and over	\$2,254

- 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.

Section 6: Reclassification

- A. If an employee believes the demands and responsibilities of their position should be considered for reclassification, the employee shall request the reevaluation in writing, submitted to their immediate supervisor with a copy forwarded to the Director, Human Resources and Unit Chair.

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

1. A substantive expansion of the responsibilities of the position held.
OR
 2. Evidence of individual professional development as established through continuing their education to complete a bachelor's degree related to their area of responsibility.
- B. The written request shall include:
1. The current classification and rate of pay, and
 2. The desired classification and rate of pay, and
 3. The change in duties and responsibilities that are the basis for the requested change.
- C. The request will be submitted to the employee's immediate supervisor for comments and approval.
- D. Approval or disapproval will be given by supervisor in writing within ten (10) working days.

Upon approval/disapproval the supervisor will forward the request with all documentation, including supervisor's recommendation rationale, to the respective Vice President and the Director of Human Resources, the employee and the Unit Chair within ten (10) working days of original approval or disapproval.

- E. Human Resources will complete a position analysis and convene a meeting with the Vice Presidents and the Special Conference Committee within thirty (30) working days of receipt from the supervisor. Vice Presidents will review and forward written approval/disapproval to the employee within thirty (30) working days of that meeting with a copy forwarded to the Unit Chair and Human Resources.

- F. The Special Conference Committee will review all requests approved in the previous quarter and finalize compensation and date for reclassification.
- G. Final Reclassification decisions are the responsibility of the Administration and the Board.

Section 7: Compensatory (Comp) Time

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

- 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. All overtime hours worked and requested as comp time must be submitted on an overtime form to Human Resources.
- D. The maximum number of hours that may be accumulated as comp time shall be two hundred forty (240).
- E. Any comp time for a full time employee will be paid at the rate of one and one half (1½) 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 (1½).

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

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

- A. An employee wishing to participate in the flex time program must notify their immediate supervisor(s) in writing of their intent. Once the flex time is approved by the supervisor the approved schedule will be delivered to Human Resources by the support staff employee for a brief orientation prior to the start of the flex time. Off campus requests will be processed by telephone with Human Resources prior to the start of flex time.
- B. A mutually acceptable work schedule must be agreed to by the employee and the immediate supervisor(s).
- C. All regular full time employees working a standard workday and participating in the flex time program will work a core period beginning at 9:00 a.m. and ending at 3:00 p.m. Monday through Friday. All regular full time employees working a non-standard workday will be responsible for a core period consisting of six (6) consecutive hours of employment depending on their workday. Beginning the week of graduation and ending the week before General session, the core period requirements are in effect Monday through Thursday.

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

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

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

Article 20 Rates for New Positions

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

Section 2: A committee consisting of the person responsible for support staff personnel and two (2) members of the Unit shall meet and discuss salary considerations for all vacated and newly created positions within the Unit. Such discussions shall be limited to the following:

- A. Decision to replace the vacated position
- B. Review of job description
- C. Review of posting notice
- D. Classification placement
- E. Salary placement within the classification

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

This Section shall not be subject to the grievance procedure.

Article 21 Payments at Retirement

An employee desiring to take advantage of these payments at retirement must submit a letter of resignation to the Vice President for Administration and Finance six (6) months prior to their retirement date.

Section 1: If an employee with ten (10) years of service with the College begins drawing retirement benefits under the provisions of the Michigan Public Schools Employee Retirement System (MPERS) within thirty (30) calendar days of retirement, they shall be paid for their unused sick leave. For employees hired prior to December 1, 2009 the maximum is eight hundred (800) hours. For employees hired December 1, 2009 and after, the maximum is five hundred (500) hours. Part-time employees shall have the benefit reduced according to their percent of full-time employment.

Section 2: The following retirement incentive program shall be available:

A. An employee submitting a timely letter of resignation shall be eligible to receive the appropriate benefit in B. 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.

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

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

Section 3: Payments for the above benefits will be made according to the KCC 403(b) plan agreed to by the parties. The employee shall choose from a list of approved 403(b) vendors and the College will make payment directly to the elected vendor. Payment will be made within thirty (30) calendar days of the employee's retirement date. FICA, Medicare and other taxes will not be deducted from this payment.

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

Section 4: In the event of the death of the employee prior to the 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 22 Duration and Modification

Section 1: This Agreement shall continue in full force and effect until 11:59 pm on June 30, 2019.

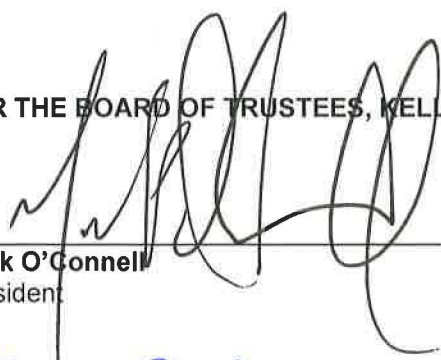
Section 2: This contract shall be renewed from year to year, thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date designated in this Agreement.

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

Section 4: If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment setting forth the nature of the 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.

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

FOR THE BOARD OF TRUSTEES, KELLOGG COMMUNITY COLLEGE




Mark O'Connell
President



Ali Robertson
Director, Human Resources



Thomas Longman
Director, RMTCT



Robert Reynolds
Chief Administrative Services



Holly McKee
Director, Support Services


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



Jacqueline Braman
Unit Chair



Dennis Easler
Vice Chair



Jean Rice
Committee Person At Large



Neville Mark
UAW International Representative



Appendix A KCC Academic Calendar

2016-2017 ACADEMIC YEAR

August 17, 18, 19, 22 – Administrative Interaction Days
August 23, 24 – Faculty Preparation Days
August 25 – Classes Start
September 5 – Labor Day
November 24, 25, 26 – Thanksgiving Break
December 12 – Classes End
December 13, 14 – Grading Day
December 14 – Grades Due at noon
January 5, 6, 9 – Administrative Interaction Days
January 10, 11, 12 – Faculty Preparation Days
January 13 – Classes Start
January 16 – MLK Day
April 3-7 – Spring Break
April 14 – Good Friday
May 8 – Classes End
May 9, 10 – Grading Days
May 10 – Grades due at 3 p.m.
May 11 – Commencement

2017-2018 ACADEMIC YEAR

August 23, 24, 25, 28 – Administrative Interaction Days
August 29, 30 – Faculty Preparation Days
August 31 – Classes Start
September 4 – Labor Day
November 23, 24, 25 – Thanksgiving Break
December 18 – Classes End
December 19, 20 – Grading Day
December 20 – Grades Due at noon
January 4, 5, 8 – Administrative Interaction Days
January 9, 10, 11 – Faculty Preparation Days
January 12 – Classes Start
January 15 – MLK Day
March 30 – Good Friday
April 2-7 – Spring Break
May 7 – Classes End
May 8, 9 – Grading Days
May 9 – Grades due at 3 p.m.
May 10 – Commencement

2018-2019 ACADEMIC YEAR

August 22, 23, 24, 27 – Administrative Interaction Days
August 28, 29 – Faculty Preparation Days
August 30 – Classes Start
September 3 – Labor Day
November 22, 23, 24 – Thanksgiving Break
December 17 – Classes End
December 18, 19 – Grading Day
December 19 – Grades Due at noon
January 3, 4, 7 – Administrative Interaction Days
January 8, 9, 10 – Faculty Preparation Days
January 11 – Classes Start
January 21 – MLK Day
April 1-5 – Spring Break
April 19 – Good Friday
May 6 – Classes End
May 7, 8 – Grading Days
May 8 – Grades due at 3 p.m.
May 9 – Commencement

Appendix B 2016 – 2019 Payroll Dates

	2016-17	2017-18	2018-19
January		6, 20	5, 19
February		3, 17	2, 16
March		3, 17, 31	2, 16, 30
April		14, 28	13, 27
May		12, 26	11, 25
June		9, 23	
July	8, 22	7, 21	
August	5, 19	4, 18	
September	2, 16, 30	1, 15, 29	
October	14, 28	13, 27	
November	11, 25	10, 24	
December	9, 23	8, 22	

Appendix C Bargaining Committee and Steward Responsibilities

Unit Chair: Is the acting President and Chairperson for the entire Bargaining Unit and a Steward is for a designated group of employees.

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

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 satellite facility. 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 the Administration over matters concerning the contract and workplace issues, within their responsibilities and jurisdictions.



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

**Letter of Agreement
Between
Kellogg Community College
Board of Trustees
And Support Staff Union
UAW Local 1294, Unit 25**

Currently, Support Staff are paid to date, meaning that a payroll period provides compensation for hours worked during that same period. In order to properly compensate the Unit's employees for hours worked, the College and the Unit agree to allow the processing of payroll originally scheduled for November 29, 2013 to be paid on December 13, 2013. Subsequent pay periods shall follow the same two week processing schedule so that ongoing payroll dates are provided two weeks after the pay period end date

In consideration of the above agreement, and to mitigate the impact of the delay of the payroll processing, the Bargaining Unit and College agree to the following:

1. The College will provide an optional interest-free loan up to the net balance of the employee's 2013 regular bi-weekly check or direct-deposit. The employee may choose to take any amount up to that net, or choose not to take the loan at all. This interest free loan will be processed through accounts payable on November 29, 2013 and will have no impact on taxes.

The loan will be paid back through payroll deduction starting on January 10, 2014. The employee may choose to pay back the loan over as many pay periods as they like as long as the last payment is made by December 31, 2014.

2. In addition to the optional loan, the College will provide one (1) of the following to each Unit employee.

Option A: Receive up to 40 hours of vacation time.

The time will be added to the employees' vacation bank with the November 2013 accruals (which are posted the first pay period in December). The cap for carryover of vacation will be waived for end of the 2013-2014 fiscal year (June 2014) for that single year. Vacation time may be taken just as any other vacation time that is allocated by the employee and approved by their supervisor. Vacation time awarded will be prorated for part-time employees.

OR

BOARD OF TRUSTEES

Dennis J. Bona, EdD
President

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Vice Chair

Reba M. Harrington
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Matthew A. Davis
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Brian C. Hice
Trustee

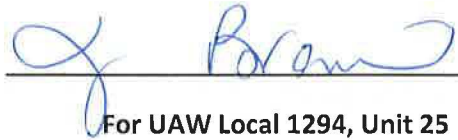
Option B: Receive a one-time stipend equal to half the employee's regular bi-weekly check or direct deposit. (Regular position pay only, excludes overtime/overload, stipends or other additional payments.)

The stipend can be added to the pay period(s) of the employee's choice including November 15, 2013 (the pay period before the deferred pay) or any pay period(s) between December 13, 2013 and March 28, 2014. It may be split evenly over consecutive pay periods, or paid as one payment. Each impacted employee will complete a Transition Option form identifying whether they want a loan, and whether they choose Option 2A or 2B. Those taking a loan will also complete a separate loan agreement. Those employees who do not make a choice for Option 2A or 2B will receive Option 2B on December 13, 2013.

This is a non-grievable agreement between the Bargaining Unit and Kellogg Community College.



For the College



For UAW Local 1294, Unit 25

10-14-13
Date

10-16-13
Date



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

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

This is to define a new classification to be added to the Support Staff Bargaining Unit Contract effective February 8, 2016. The classification of Clerk, Institutional Facilities is being removed from the O&C II classification. A new classification titled Institutional Facilities Clerk is being established with a single position of Clerk Institutional Facilities in the classification.

- I. When the incumbent in this position leaves the position, the Unit will engage in discussions with the Administration of Kellogg Community College and other Bargaining Units in the College as appropriate to determine if this position should remain in the Support Staff Bargaining Unit or be placed elsewhere. This Letter of Agreement does not represent a commitment by UAW Local 1294, Unit 25, the College or any other entity to implement that decision, but only to engage in the discussion to determine what, if any change, will take place at that time.
- II. In addition to the changes below, on February 19, 2016 the College will process the following retroactive payments:
 - a) A onetime payment of a \$50/year stipend to the Technician, Duplication/Distribution Operator retroactively from the date of hire through June 30, 2016 (pro-rated for partial years).
 - b) A onetime payment of a \$50/year stipend to Institutional Facilities Clerk from the date of hire through January 31, 2016 at which time the salary scale below is implemented and the stipend is ended for that position (pro-rated for partial years).
 - c) A onetime payment of a \$50/year stipend to the Materiel Distribution Support employee in place for the period March 2000-June 2005 (pro-rated for partial years).
 - d) A onetime payment of a \$50/year stipend to the Attendant, Resource Room RMTC (prorated for partial years and FTE) for the period February 2014-June 30, 2016.
- III. These are non-precedent setting payments made in good-faith based on the College's attempt to resolve this issue. No additional payments will be made related to forklift operations or clothing allowances.

No additional grievances will be filed by the Support Staff Union related to the Institutional Facilities position, the reclassification of the Institutional Facilities position related below, the stipend noted in Article 19, Section 4 or any compensation for forklift operations.

IV. The following contract amendments are implemented effective February 8, 2016.

Change 1

Article 19 Compensation, Section 3: Classifications

A2. Classification II

Remove: Clerk, Institutional Facilities



KELLOGG
COMMUNITY COLLEGE

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

Change 2

Article 19 Compensation, Section 3: Classifications

Add: E. Institutional Facilities Clerk

An individual employed in this classification is assigned to Institutional Facilities where the employee works with the shipping, and receiving processes of the organization. The employee provide customer service and interacts with internal and external customers. The function also provides courier service for the College, and serves as backup for many Institutional Facilities functions.


Change 3:

Article 19 Compensation, Section 4: Compensation


Amend:

Support Staff Salary Scale 2015-16


Step	O&C, I	O&C, II	O&C, III	Parapro	Tech	Staff Assistant	Institutional Facilities Clerk
1	14.41	14.99	16.51	16.51	17.21	17.84	15.04
2	15.28	15.88	17.41	17.41	18.11	18.75	15.93
3	16.16	16.77	18.31	18.31	19.00	19.66	16.82
4	17.03	17.66	19.21	19.21	19.92	20.56	17.71
5	17.91	18.54	20.10	20.10	20.82	21.48	18.59
6	19.16	19.82	21.42	21.42	22.16	22.84	19.87


Jacqueline Braman 2-23-16
Unit Chair Date


Jean Rice 2/23/16
Bargaining Committee Date


Dennis Easler 2-23-16
Bargaining Committee Date

BOARD OF TRUSTEES
KELLOGG COMMUNITY COLLEGE


Mark O'Connell 2-23-16
President Date



370 South Avanna, Battle Creek, MI 49901-1307 PHONE 269.265.3943 WEB www.kellogg.edu

**Amendment to Letter of Agreement signed March 23, 2016
Between
Kellogg Community College
And Support Staff Union
UAW Local 1284, Unit 25**

This notice amends the Letter of Agreement to update the date of payment in item II from February 19, 2016 to March 18, 2016.

The change reads:

II. In addition to the changes below, on March 18, 2016, the College will process the following retroactive payments:

All other language remains the same.

Jacqueline Braman 2-29-16
Date
Unit Chair

Jean Rice 2/29/16
Date
Bargaining Committee

Dennis Easier 2-29-16
Date
Bargaining Committee

**BOARD OF TRUSTEES
KELLOGG COMMUNITY COLLEGE**
Mark O'Connell 2/29/16
Date
President