

AGREEMENT

Between

**KELLOGG COMMUNITY COLLEGE
BOARD OF TRUSTEES**

And

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

2009-2012

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AGREEMENT BETWEEN THE

KELLOGG COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

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

This Agreement entered into this 1st day of July, **2009**, between the Board of Trustees of Kellogg Community College, Battle Creek, Michigan, hereinafter called "The Board," and the Kellogg Community College Maintenance Union, hereinafter called "The Union."

WITNESSETH

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

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

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

Article 1 Recognition

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

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

Article 2 Board Rights

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

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

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

Article 3 Union Rights

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

All employees who fail to comply with this Article within thirty (30) days after the effective date of this Agreement or the beginning of their employment in the bargaining unit shall be discharged by the Employer within thirty (30) days after receipt of written notice from the Union of non-compliance.

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

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

C. P.E.O.P.L.E. Check-Off. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be

revoked by the employee at any time giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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

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

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

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

Article 4 No Strike

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

Article 5 Grievance Procedure

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

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

Section 2: A. Step One—Informal

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

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

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

B. Step Two—Written

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

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

C. Step Three

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

D. Step Four

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

E. Step Five

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

F. Step Six

1. If the Step Five written response is unsatisfactory to the Union, it may be submitted to arbitration by mutual consent.
2. The Board and the Union shall select an arbitrator within seven (7) days after consent has been given. If the parties fail to agree on an arbitrator, then an arbitrator will be

selected by the American Arbitration Association in accordance with its rules and regulations.

3. The arbitrator shall conduct the arbitration in accordance with the rules and regulations of the American Arbitration Association.
4. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Board and the Union.

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

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

Article 6 Discipline and Discharge

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

Serious misconduct is defined as on-campus behavior or activity in any of the following: assault, carrying or storing of any concealed weapon, forgery, fraud, gambling, indecent public exposure, physical fighting, pornography, storage of any dangerous chemicals or explosive devices, theft, time clock tampering, use of or under the influence of alcohol or illegal substances while on duty or Kellogg Community College property, vandalism, or any other illegal activity. This category also includes violation of the College's computer use and harassment policy.

Step One

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

Step Two

If there is little or no improvement after the discussion, the next step is a written reprimand. A reprimand will be completed by the Director of Institutional Facilities, or his/her designee, in

the employee's presence. The employee may read and discuss the reprimand and comment in writing. **The reprimand and any employee comment will be placed in the employee's personnel file.**

Step Three

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

Step Four

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

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

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

Article 7 Seniority

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

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

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

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

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

Section 6: An employee shall lose his/her seniority for the following reasons:

- A. He/She quits or retires.
- B. Through discipline or discharge which is not reversed through the grievance procedure.
- C. He/She is absent from work without good reason for more than two (2) work days without notification to the Administration.
- D. He/She fails to report for work within seven (7) business days after being notified by certified mail, at his/her last known address, to report for work after layoff.
- E. He/She is absent from work due to layoff for a period of more than two (2) years.

- F. He/She fails to report for work at the termination of a leave of absence, vacation, or extension thereof without good reason.
- G. For the purpose of this subsection "good reason" means that an unforeseen circumstance that makes the required notification in C. (above) or reporting for work in F. (above) impossible.

Article 8 Shift Preference

- Section 1: Shift preference including starting time shall be granted on the basis of seniority. It is understood that the employee being displaced must be the least senior employee in the classification. Starting time preferences will be bid in writing between June 1 and June 15 each year to be effective July 1.
- Section 2: Temporary changes of no more than six (6) months between employees must be mutually agreed to and approved by the conference committee.

Article 9 Layoff and Recall

- Section 1: The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.
- Section 2: If it becomes necessary for a layoff, the following shall apply:
- A. Temporary employees shall be laid off first followed by probationary employees.
 - B. Non-probationary employees shall be laid off in reverse order of seniority. An exception shall be if an employee with greater seniority is not capable of performing the duties of the position, after normal instruction, in a twenty (20) work day trial period.
 - C. Employees who are laid off shall remain on the seniority list and will be eligible for recall for two (2) years. Individuals who are recalled for a classification other than the one which he/she occupied at layoff must demonstrate that he/she meets the minimum qualifications for the new classification based on the job description for the recall classification.
- Section 3: An employee to be laid off for an indefinite period of time shall have at least fourteen (14) calendar days written notice of the layoff.
- Section 4: When the work force is to be increased after a layoff, an employee(s) shall be recalled in the reverse order of layoff, provided the employee(s) recalled is able to perform the available work.
- Section 5: A notice of recall will be made by both certified mail and first class mail to the employee's address that is on file with the Human Resource Department. If the laid off employee does not respond to the Director of the Human Resource Department within seven (7) business days of the date of the return of the signed certified receipt or if the certified mail is returned undeliverable, the employee will be considered to have voluntarily quit.
- Section 6: The Union Chapter Chair shall receive, from the Administration, a list of the employee(s) being laid off on the same date the notices are issued to the employee(s).
- Section 7: The Union Chapter Chair, in the event of a lay off, will be continued at work regardless of his/her position on the seniority list, provided he/she can perform satisfactorily the work available.

Article 10 Promotions and Transfers

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

Section 2: Notice of all vacancies shall be posted on the Union bulletin boards for ten (10) work days.

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

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

4. At any time during the trial period of 3. above, the employee shall have the right to return to his/her former classification and shift. If an employee voluntarily returns to his/her former position, he/she may not bid on another position outside of the classification for a period of six (6) calendar months.

B. An employee holding a temporary position or returning to his/her former classification after having been transferred to a temporary position shall not be affected by the six (6) month time restraints.

C. Transfers from one salary classification to another shall be to the same step number.

Section 4: A. In the event that a vacancy arises for which there is no qualified applicant from within the bargaining unit, the Administration shall make the final decision as to who should be hired.

B. The Board may place new hires at any step of the salary schedule. Notification of step placement will be given to the Chapter Chair upon the employment of an individual.

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

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

Article 11 Employee Evaluation

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

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

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

Section 3: The Performance Appraisal Form shall be the instrument used for an evaluation.

Article 12 Work Day/Work Week

Section 1: The work week shall consist of five (5) days. In order to staff the designated buildings efficiently and economically, the normal work week for first and second shift employees will be Monday through Friday.

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

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

Section 4: The regular full work day for an employee shall consist of eight (8) hours per day. An unpaid lunch period of thirty (30) minutes will be provided for each employee, unless prior approval to extend a lunch period has been granted by the supervisor.

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

Section 6: The Administration has the right to temporarily place an employee on any shift after a three (3) day notice. Such temporary placement shall not exceed five (5) consecutive work days. The Employer will first seek volunteers and, if none are willing, the least senior employee in the needed classification shall be moved. In the event more than five consecutive work days are required, the Employer will move the next least senior for the next period.

Article 13 Overtime

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

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

- A. A separate bulletin board shall be installed in the Lane Thomas Garage to be used exclusively for the posting of overtime. Upon mutual agreement between the Administration and the Union, overtime may be posted on the designated Union bulletin board(s) at other locations. Said arrangements shall be reviewed annually.
- B. Overtime shall be offered first on a seniority basis to the bargaining unit members within the classification to which the work pertains. If no employee within the classification accepts the overtime, it shall be offered to all other employees on a seniority basis.
- C. The overtime posting shall remain "active" for a period of twenty-four (24) hours from the initial placement on the bulletin board. The deadline shall be so stated on the posting.
- D. Each employee shall indicate his/her acceptance or refusal of the overtime offering by placing his/her initials in the appropriate column next to the employee's name.
- E. An individual who knowingly places another person's initials on the overtime posting shall be subject to immediate termination of employment.

Section 3: Overtime shall be paid for all hours over eight (8) hours per work day and/or forty (40) hours per work week.

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

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

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

Section 7: An employee shall elect either compensatory time or pay for any overtime worked. Any compensatory time so accrued must be used within one hundred eighty (180) calendar days or the employee will be paid the appropriate amount of overtime pay.

Section 8: If an employee is called in for emergency duty by the Administration, the employee shall receive a minimum of two (2) hours pay regardless of the actual time worked.

Article 14 Holidays

Section 1: The following days will be recognized as paid holidays:

2009-2010

Independence Day	July 3, 2009
Labor Day	September 7, 2009
Thanksgiving Day	November 26, 2009
Day after Thanksgiving	November 27, 2009
Winter Break	December 24, 2009
Winter Break	December 25, 2009
Winter Break	December 31, 2009
Winter Break	January 1, 2010
Martin Luther King Day	January 18, 2010
April Break	April 2, 2010
Memorial Day	May 31, 2010

2010-2011

Independence Day	July 5, 2010
Labor Day	September 6, 2010
Thanksgiving Day	November 25, 2010
Day after Thanksgiving	November 26, 2010
Winter Break	December 24, 2010
Winter Break	December 27, 2010
Winter Break	December 31, 2010
Winter Break	January 3, 2011
Martin Luther King Day	January 17, 2011
April Break	April 22, 2011
Memorial Day	May 30, 2011

2011-2012

Independence Day	July 4, 2011
Labor Day	September 5, 2011
Thanksgiving Day	November 24, 2011
Day after Thanksgiving	November 25, 2011
Winter Break	December 23, 2011
Winter Break	December 26, 2011
Winter Break	December 30, 2011
Winter Break	January 2, 2012
Martin Luther King Day	January 16, 2012
April Break	April 6, 2012
Memorial Day	May 28, 2012

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

Section 3: If one of the above scheduled holidays falls on a day that the faculty and students are in session, it will be transferred to another mutually agreed upon day. The total number of twelve (12) paid holidays will not be affected by any change of a paid holiday to another day.

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

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

Section 6: To be eligible to receive holiday pay, an employee must work the day preceding and the day following the holiday unless the holiday occurs during the employee's vacation period or the employee has received written permission from the Administration to miss all or part of the hours which he/she was scheduled to work on such day(s).

Article 15 Vacations

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

A. Vacation days shall accumulate at the rate of 6.67 hours per month of employment from the date of initial employment through the sixth (6th) anniversary date. [A total of ten (10) days per year.]

B. Vacation days shall accumulate at the rate of 10 hours per month of employment from the sixth (6th) anniversary date through the twelfth (12th) anniversary date. [A total of fifteen (15) days per year.]

C. Vacation days shall accumulate at the rate of 13.34 hours per month of employment from the twelfth (12th) anniversary date. [A total of twenty (20) days per year.]

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

Section 3: An approved vacation shall be strictly adhered to and may be changed only by a letter requesting same at least two (2) weeks in advance of the scheduled vacation period. An employee shall be allowed only one (1) vacation change. In the event of personal illness or illness in the immediate family, a request to change shall be given special consideration.

Section 4: Vacations will be taken in a period of consecutive days, except vacations may be split into one (1) or more weeks. All vacation hours earned in one (1) year must be used by the end of the next year. Requests for non-consecutive vacation hours will be considered after the above scheduling procedure has been completed.

Section 5: A vacation may not be waived by an employee and extra pay received for working during that period.

Section 6: If an employee is terminated or laid off he/she will be given his/her unused vacation credit.

Section 7: In case an employee resigns and gives two (2) weeks' notice, he/she will be given his/her unused vacation credit. In case of the death of an employee, the unused vacation credit will be paid to the spouse or family of the deceased employee.

Section 8: An employee shall be paid at his/her current wage rate while on vacation and will receive benefits provided for in this Agreement during such time.

Section 9: An employee retiring will be expected to date his/her retirement so that he/she will have used his/her full vacation allowance prior to the effective retirement date.

Section 10: Upon request, but not later than thirty (30) calendar days prior to the scheduled vacation, an employee may be granted up to a forty (40) hour unpaid vacation period to begin immediately preceding or immediately following a paid vacation period. This provision may be utilized

once during each contract year. In the case of multiple requests, the Administration has no obligation to schedule more than ten percent (10%) of the staff using this benefit at any one time. In cases of multiple requests, the Administration shall make the determination as to the scheduling of the employees.

Article 16 Leaves of Absence

- Section 1:
- A. The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.
 - B. For persons not qualifying under Section A. above, or in addition to the above referenced leaves, unpaid leaves of absence may be granted for a length equal to the accumulated seniority of the requesting employee but not to exceed one (1) year for the following:
 - 1. Service in a government agency, state or nationally recognized professional organization, or state or nationally recognized labor organization which the employee has been formally designated to represent.
 - 2. Maternity leave to a female employee because of pregnancy shall be granted. The Administration reserves the right to request a physician's certification that the employee is physically capable of performing the duties to which the employee is assigned until the time of leave and upon return from leave. Accumulated sick leave and vacation days may be used at the discretion of the employee.
 - 3. Personal illness, physical or mental, that is certified by an attending licensed physician. Ninety (90) day extensions shall be granted for a period of up to a total of two (2) years leave time.
 - 4. Prolonged illness in the immediate family. Immediate family for this leave is defined to be spouse, child, parent, grandparent, sibling, parent-in-law, or a relative living and making his/her home in the employee's household. Upon request of an employee, the Administration may grant a leave even though the person who is ill is not within the employee's immediate family. The employee is expected to provide the Administration with a complete written explanation of need.
 - C. A request for an unpaid leave shall be submitted to the Shift Supervisor and then forwarded to the Vice President of Administration and Finance or his/her designee who will reply in writing within five (5) work days. The Employee may be required to provide medical verification to the Human Resources Department every ninety (90) days or within ninety (90) days of the previous notification.
 - D. Leaves may be extended by the Administration for up to one (1) year.
 - E. Upon termination of the leave, the employee shall be reinstated. If no position is available within the returning employee's classification, the employee with the lowest seniority in that classification shall be reclassified or laid off.

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

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

- A. Serving as a juror. An employee shall be excused from work for jury service or if the employee is subpoenaed as a witness by anyone empowered by law to compel attendance by the subpoena. The employee shall notify his/her supervisor and provide the Human Resource Department with a copy of the jury summons or subpoena as soon

after receipt as possible. A request for leave shall be made on the proper form. The employee will report to work for his/her regular work shift prior to and/or after jury service or witness service unless performing such service does not allow them to do so or if the combination of jury or witness service together with their hours worked for the day exceed the number of hours they normally work in a day. The employee shall be paid the difference between the employee's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave provided in this Agreement.

- B. Personal leave for circumstances that are of a personal or emergency nature. Appropriate advanced written notification shall be provided to the employee's immediate supervisor(s) unless the urgency of said leave makes the advanced written notification not feasible. In this event, the employee shall notify his/her immediate supervisor by telephone. Upon returning to work the employee shall complete and forward to his/her immediate supervisor the written notification on the appropriate form. Each employee shall be allowed 24 hours per year for this purpose. **Consecutive use of these days is reserved for extreme emergencies and will be supported with documentation that validates the need.**
- C. Union business. Upon notification to the Administration by the Chapter Chair, or his/her designee, Union representative(s) will be allowed to attend to Union business. It is understood that a total of sixteen (16) hours per year shall be allowed for this purpose.

Article 17 Funeral Leave

- Section 1: In the event of the death of a spouse, child, step-child, child-in-law, parent, parent-in-law, grandchild, sibling, or sibling-in-law, the employee shall be granted three (3) days of leave, with pay, which shall not be charged to his/her sick leave.
- Section 2: In the event of the death of a grandparent, aunt, uncle, niece, or nephew, the employee shall be granted one (1) day of leave, with pay, which shall not be charged to his/her sick leave.
- Section 3: An employee who wishes to attend the funeral of a fellow employee or a retired employee or who will serve as a pallbearer at the funeral of a fellow employee or a retired employee will be paid during the time the employee must be off the job. The number of employees allowed to attend any such funeral under this section shall be determined by the Administration.
- Section 4: In case of unusual circumstances, an employee may request from the President or his/her designee additional leave with pay.

Article 18 Sick Leave

- Section 1: Each employee covered by this Agreement shall receive eight (8) hours of sick leave to be added to their sick leave bank for each full calendar month that the employee receives pay. Unused sick leave allowance shall accumulate to a maximum of one thousand six hundred (1600) hours and be designated "accumulated sick leave bank."
- Section 2:
 - A. Sick leave shall be available for use by an employee for the following purposes:
 - 1. Personal illness or quarantine
 - 2. Serious illness or serious injury in the immediate family. Immediate family for the purposes of this section shall be defined as spouse or child living in the same household.
 - B. If an employee is absent for three (3) or more consecutive work days, the Administration may ask for a physician's statement. If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery may be required.

- C. If an employee exhausts all of his/her accumulated sick leave, any requests for unpaid leave of absence must be received by the Director of the Human Resource Department within five (5) work days of the first unpaid sick leave day.

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

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

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

1 (one) - 7 (seven) days

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

8 (eight) – 13 (thirteen) days

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

14 (fourteen) days to one year

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

For days 8 (eight) – 1 (one) year

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

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

Section 6: In the event that an employee will need to use all his/her accumulated leave and will be unable to report for work due to a catastrophic illness/injury, an application may be submitted for leave donations from maintenance employees providing the employee meets all of the following criteria:

- A. The employee must have been employed in a maintenance department position for a minimum of twelve (12) consecutive months.
- B. The employee has exhausted or will soon exhaust his/her leave banks prior to eligibility for LTD.
- C. The employee must have a minimum sick leave bank balance of twenty (20) percent of their total possible accrued leave time since time of hire (for current employees the twenty (20) percent minimum will begin the first of the month following ratification of the 2007-09 contract).

The Director of Human Resources will verify that the individual meets the above criteria. If the criteria are met, the request will be forwarded to the Vice President, Administration and Finance, and the Chapter Chair within two (2) days. If the employee does not meet the

criteria, within two (2) days, the Director of Human Resources will notify the employee they did not meet the criteria and also notify the Chapter Chair of the request and reason that the employee is not eligible to request leave donations.

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

- A. Leave time may be donated from either the member's sick or vacation leave.
- B. Maximum donation that a full-time employee may receive is 384 hours.
- C. Donated leave time cannot be used prior to the date of employee's request to Human Resources.
- D. Under no circumstances will the donated time together with the requestor's accrued leave time exceed 90 calendar days.

Article 19 Insurance

Section 1: The following Insurance plans shall be in place through calendar year 2010. A wage and/or benefit reopener will be activated in year 2 and 3 of the contract to renegotiate wage and/or insurance items. If the reopener is not activated, the following insurance plans stay in place for the remainder of the contract.

Section 2: The Board will provide a high-deductible health plan (HDHP) for each full-time maintenance employee and their spouse. Dependent children are covered through the end of the calendar year of their 19th birthday. The definition of dependent children can be obtained from the KCC Human Resources Department. It shall be the responsibility of the maintenance employee to comply with the enrollment dates established by the company and inform the Human Resources Department of any changes in the member's insurance status.

For full-time employees, the College will pay the annual premium in full and will contribute one-half of the employee's annual deductible to their health savings account. For employees over age 65, they will receive one-half of their annual deductible paid to them through payroll.

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

The medical coverage shall be effective for the life of this Agreement or through the last day of active employment **unless renegotiated in a wage/insurance reopener.**

Full-time maintenance staff employees not electing health insurance coverage through the College will receive a "cash-in-lieu" payment. **The payment for 2010 will be equal to the 2009 payment plus an increase at the same percentage rate as the salary increase effective July 1, 2009. This % increase will continue in subsequent years unless renegotiated during a wage/insurance reopener. The cash in lieu payment is made in two installments, one in February and one in August.**

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

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

Section 4: The Board will provide each full-time employee, their spouse, and dependent children, as defined in Section 2, with vision insurance with a **\$355.00** benefit per family member per calendar year.

Section 5: For those maintenance employees who were employed in a maintenance department position as of January 1, 2006, the College will provide one family continuation rider per employee per year, if needed. Family continuation rider is needed to continue all coverage listed above for dependents between December 31 of the year that they become 19 years of age and December 31 of the year that they become 25 years of age. Additional family riders can be purchased by the employee.

Section 6: A group life insurance policy shall be furnished each full-time maintenance employee with a face value equal to one times their annual base salary rounded to the next highest \$100 (unless already a multiple of \$100). Such policy shall provide double the above recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.

Section 7: The Board will provide a Long-Term Disability Plan for each full-time maintenance employee to include:

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

Section 8: Any dental, vision, prescription, and/or health plan offered to the maintenance unit will be equitable with the plans offered to administration and support staff.

Section 9: All coverages selected by the employee shall be effective for the entire contract year and shall continue from year to year unless withdrawn, in writing, by the employee **or unless renegotiated during a wage/insurance reopener.**

Section 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 20 Clothing

Section 1: A. Each employee will be required to wear a uniform at all times while on duty. The Board will furnish each employee with eight (8) sets of uniforms, pants and shirts, as well as one jacket. Uniforms will be replaced as required or at the request of the employee or the employer. Headgear is optional, however, if an employee chooses to wear headgear, it must be a baseball cap supplied by the employer. All employees will be required to wear safety shoes that the College will provide. If an employee has a documented medical condition which prohibits the wearing of safety shoes, alternative shoes will be provided. Cleanliness of the uniforms will be the responsibility of the employee. The employer's contractor will be responsible for mending and repair of uniforms.

B. Employee uniforms are provided for work performed at the College and uniform clothing is not to be worn for any other purpose. Damaged clothing, caused by other than the performance of College related work, will be the employee's responsibility to replace. If an employee's uniform is damaged in the performance of College related work, the employer shall replace the damaged uniform when it is presented to the supervisor and accompanied with an incident report. The employee shall present the damaged uniform at the end of the shift during which the damage occurred or as soon as possible thereafter if the damage is not detected until after the completion of the shift.

C. The employer will maintain three (3) winter coats in various sizes for periodic use by employees when required to work outdoors in winter months. The winter coats will be maintained in the Lane Thomas Building accessible to all employees. Since these garments will be shared, employees will not be permitted to smoke while wearing them.

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

Article 21 Wages

Section 1: The wages for the classifications covered by this Agreement are set forth in Appendix A. For **2009-2010**, all economic items in Appendix A shall be increased by 1% over the **2008-2009** amounts. All employees on salary steps below the maximum shall advance one (1) step.

Any additional across the board wage increases for 2009-2010, above 1% received by any other employee group will be applied to the Maintenance Group as well, effective July 1, 2009.

A wage reopener will be activated for year 2010-2011 and 2011-2012. All economic items in Appendix A shall be increased by **the same percentage as salary increases**. All employees on salary steps below the maximum shall advance one (1) step.

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

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

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

Section 5: If an employee is laid off from their position with the College, their personal tuition benefit at the College will continue for twenty-four (24) months from date of lay off.

Article 22 Conference Committee

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

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

Section 3: Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request. Unless otherwise mutually agreed upon, matters taken up at the Conference shall be limited to those items on the agenda.

Section 4: A meeting of the Conference Committee shall be held at a time and place that is mutually agreed upon between the hours of 7:00 a.m. and 11:00 p.m., Monday through Friday. Members of the Union shall not lose time or pay for the time spent in such meeting.

Section 5: When requested by the Local Chapter Chair, the Administration will provide an area on the College property for a pre-conference meeting to be held fifteen (15) minutes before the scheduled conference.

Section 6: It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Union or of any employee provided under the Grievance Procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem, the time limitations for filing grievances on the matter are suspended.

Section 7: The details of any resolution of a problem situation agreed upon by the parties shall be reduced to writing and the understanding initialed by the Conference Committee Chairs.

Article 23 Payments at Retirement

Section 1: If an employee with ten (10) years of service with the College begins drawing retirement benefits under the provisions of the Michigan Public Schools Employee Retirement System (MPSERS) within thirty (30) calendar days of retirement, he/she shall be paid for his/her unused sick leave up to a maximum of ninety-four (94) days. Part-time employees shall have the benefit reduced according to their percent of full-time employment.

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

- A. An employee desiring to take advantage of this program must submit a letter of resignation to the Vice President for Administration and Finance six (6) months prior to his/her retirement date.
- B. An employee submitting a timely letter of resignation shall be eligible to receive the appropriate benefit in C. below if he/she will be receiving retirement benefits from the MPSERS within thirty (30) calendar days of the effective date of the resignation. The benefits are based upon the number of years of consecutive credited service.
- C. The College will pay an eligible employee on the basis of the following schedule:

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

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

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

Section 4: In the event of the death of the employee prior to the receipt of the above payment, the payment shall be remitted to the employee's beneficiary on record as of the date of retirement. In the event that no beneficiary was on record, the payment shall be made to the estate of the employee. Said payment to the beneficiary or estate shall be made according to the above schedule.

Article 24 General

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

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

Section 3: Neither the employer nor the Union shall discriminate against any person on the basis of race, **gender, marital status**, creed, religion, color, national origin, veteran status, physical or mental disability, **age, height, weight, or sexual orientation in** violation of any applicable federal, state or local law or regulation. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability. Furthermore, neither the employer nor the Union discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Union.

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

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

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

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

Section 8:

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

Section 9: In the event of an emergency on campus which, in the opinion of an employee, may pose a threat to the employee's health or physical safety, he/she will be expected to perform only

those tasks which are consistent with his/her knowledge and training and with the exercise of prudence and good judgment.

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

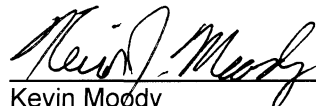

Section 11: Copies of the Agreement shall be reproduced at the expense of the Board and distributed to each current employee. Upon employment, each new employee shall be provided a copy of the current Agreement. The Board shall provide the Union with fifteen (15) copies and an electronic copy for its use.

Article 25 Duration


This Agreement shall be effective on the 1st (first) day of July 2009, and shall remain in full force and effect through the 30th day of June, 2012. **A wage and insurance reopener shall be activated in 2010-2011 and 2011-2012. This contract** shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, **or at the time of a wage/insurance reopener**, negotiations shall begin no later than sixty (60) days prior to the anniversary date designated in this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.

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

KELLOGG COMMUNITY COLLEGE MAINTENANCE UNION Local 331.06

	8-11-09		8/11/09
Kevin Moody	Date	Stacie Dineen	Date
Union Chapter Chair		Michigan AFSCME	
		Council 25 Representative	

**BOARD OF TRUSTEES
KELLOGG COMMUNITY COLLEGE**

	8-25-09	_____	_____
Dr. G. Edward Haring	Date	Mark O'Connell	Date
President		Vice President, Administration and Finance	

Appendix A

Section 1:

2009-2010 (1% Increase Over 2008-2009 Hourly Rate)

*A "me too" clause is applied to match any additional increases applied to other units within Kellogg Community College for 2009-2010.

<i>Classification & Step</i>	<i>Utility</i>	<i>Utility II</i>
<i>Step 1</i>	<i>15.71</i>	<i>16.26</i>
<i>Step 2</i>	<i>15.68</i>	<i>17.33</i>
<i>Step 3</i>	<i>16.64</i>	<i>18.41</i>
<i>Step 4</i>	<i>17.58</i>	<i>19.51</i>
<i>Step 5</i>	<i>18.54</i>	<i>20.57</i>
<i>Step 6</i>	<i>19.51</i>	<i>21.39</i>

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

Section 2: Shift Premium

2009-2010

First Shift	0.00
Second Shift	0.40

***2010-2011 and 2011-2012 to be determined at economic reopener.**

***A "me too" clause is applied to match any additional increases applied to other employee groups within Kellogg Community College for 2009-2010.**

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

Years of Service	<u>2009-2010</u>
Tenth (10) year through Nineteenth (19) year	\$ 850.42
Twentieth (20) year and beyond	\$ 1,274.62

***2010-2011 and 2011-2012 TBD at economic reopeners.**

***A "me too" clause is applied to match any additional increases applied to other employee groups within Kellogg Community College for 2009-2010.**

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

2009-2010
January 4 through January 6, 2010
April 5 through April 9, 2010

2010-2011 and 2011-2012 to be added when Academic Calendars completed.

Section 5: Administration will provide the Union Chair with a Letter of Agreement each year by April 30, defining any amendments to the summer schedule. In such case, the bargaining unit will complete voting on the amended schedule by May 15. Barring such an agreement the schedule will be:

2009 - 2010

The College will be closed on Fridays for the following dates:

July 6 - July 31

- Maintenance employees will extend their work schedule each day Monday through Thursday by one (1) hour. This will be accomplished by either:
 - adding one (1) hour to the beginning of his/her shift, Monday through Thursday
OR
 - adding one (1) hour to the end of his/her shift, Monday through Thursday
OR
 - adding one-half (1/2) hour to both the beginning and end of his/her shift, Monday through Thursday
- The extended work schedule for each individual will be consistent throughout this work period and will be mutually agreed to by the employee and the Director, Institutional Facilities and Public Safety.
- Full-time employees will work thirty-six (36) hours in a work week during this time period and receive wages for forty (40) hours. The work hours can be a combination of paid leave time and time worked.

The College will close at Noon on Fridays for the following summer schedules.

**August 3 - 14, 2009
May 17 - June 25, 2010**

2010 - 2011

**July 2
July 12 - August 13, 2010
May 16 - June 24, 2011**

2011 - 2012

**July 1, 2011
July 11 - August 12, 2011
May 14 - June 29, 2012**

- The Maintenance Department will work shortened hours.
- The shift end time will vary and will depend on the shift beginning time for each individual.
- There will be no reduction in the employee's wages for the shortened work time.

|

DRAFT KCC Academic Calendar

2009 - 2010

2009

August 20, 21 & 24
August 25
August 26

August 27 – 31
September 1 – 2
September 3
September 7
September 8
November 26 – 28
November 30
December 21
December 22

2010

January 7
January 8

January 11 - 13
January 14 - 15
January 18
January 19
April 2 - 10
April 12
May 10
May 11
May 13

2010

May 17
May 31
June 1
July 5
July 6
August 13
August 16

Fall Semester

New Faculty Orientation
Faculty Report/General Session
General Faculty and Instructional Administrators Meeting
College/Departmental/Committee Meetings
Faculty Preparation for the semester
Classes begin
Labor Day Holiday
Classes resume
Thanksgiving break
Classes resume
Classes end
Grades due at or before 3:00 p.m.

Spring Semester

Faculty Report/Interim Session
General Faculty and Instructional Administrators Meeting
College/Departmental/Committee Meetings
Faculty Preparation for the semester
Martin Luther King, Jr. Holiday
Classes begin
Good Friday/Easter/Spring Break
Classes resume
Classes end
Grades due at or before 3:00 p.m.
Commencement

Summer Semester

Classes begin
Memorial Day Holiday
Classes resume
Independence Day Holiday
Classes resume
Classes end
Grades due at or before 3:00 p.m.


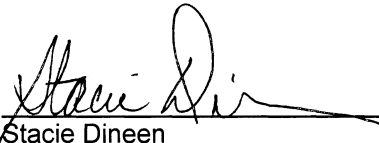
Remaining 2010-2011 and 20-11-2012 Faculty Calendars to be attached when completed.

**Letter of Agreement Between the
Kellogg Community College Maintenance Employees, Local 331.06
Michigan AFSCME Council 25, AFSCME AFL-CIO
And the
Kellogg Community College Board of Trustees**

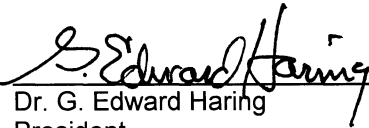
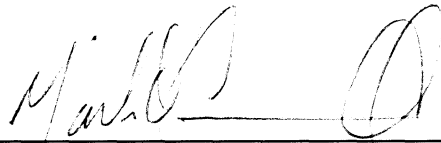
The College acknowledges the Union's desire to secure work opportunities for existing and future Bargaining Unit members. To that end, the parties agree:

If during the course of this agreement custodial work opportunities occur in new or existing buildings and that the College intends to meet that need by hiring and filling with Kellogg Community College employees, the College shall notify the bargaining representative of the employees. Upon request of the bargaining representative of the employees, the parties will meet to discuss the implementation of those jobs, the hours of work, working conditions of those positions, and where the new positions are established as well as where these workers are placed into the pay structure in Appendix A.

KELLOGG COMMUNITY COLLEGE MAINTENANCE UNION Local 331.06

	<u>8-11-09</u>		<u>8/11/09</u>
Kevin Moody	Date	Stacie Dineen	Date
Union Chapter Chair		Michigan AFSCME	
		Council 25 Representative	

**BOARD OF TRUSTEES
KELLOGG COMMUNITY COLLEGE**

	<u>8-25-09</u>		<u>8-11-09</u>
Dr. G. Edward Haring	Date	Mark O'Connell	Date
President		Vice President, Administration and Finance	



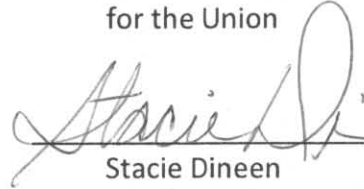
Mark O'Connell
For the College

Date

 7-18-11

Kevin Moody
for the Union

Date

 7/18/11

Stacie Dineen
For the Union

Date