

**AGREEMENT**

**BETWEEN**

**KIRKWOOD COMMUNITY COLLEGE**

**FACULTY ASSOCIATION**

**AND**

**KIRKWOOD COMMUNITY COLLEGE**

**2019-2024**

Updated: 6/18/2019

## TABLE OF CONTENTS

		Page
Article I	Recognition .....	3
Article II	Salary .....	4
Article III	Supplemental Pay.....	8
Article IV	Length of Contract .....	10
Article V	Leaves of Absence .....	13
Article VI	In-Service Training/Professional Development.....	16
Article VII	Grievance Procedure.....	17
Article VIII	Safety .....	19
Article IX	Access to Data.....	20
Article X	Personnel Files .....	21
Article XI	Prohibited Items.....	22
Article XII	Duration & Signature.....	23
Appendix A	Hiring Guide . .....	24
Appendix B	Definition of Terms.....	25

**ARTICLE I  
RECOGNITION**

**SECTION 1 – Unit Recognition**

The Board of Trustees of Kirkwood Community College hereby recognizes the Kirkwood Faculty Association as the Certified, exclusive bargaining agent for all employees both full-time and appropriate regular part-time, as described and defined in Case No. 115 by the Public Employment Relations Board or by a superseding case number.

The Board agrees not to negotiate with any member individually or with any organization other than the Association for the duration of the Agreement.

**SECTION 2 – Terms**

The terms “employee” and “unit member” when used in this agreement shall mean any person represented by the Association for purpose of collective bargaining as certified and defined by the Public Employment Relations Board.

The terms “employer” and “Board” when used in this agreement shall mean the Board of Trustees of Kirkwood Community College (Merged Area X) or its representatives.

The term “Association” when used in this agreement shall mean the Kirkwood Faculty Association or its representatives.

Seniority shall mean continuous years of service with Kirkwood Community College, since the founding date of the college district. Seniority of employees who began work on the same date shall have their length of service determined by drawing lots.

**ARTICLE II  
SALARY**

**SECTION 1 – Package Increases**

Five (5) year contract with the following increases:

**2.4% total package increase. (2019-2020)** - to be distributed 50% as a percentage increase and 50% as a flat dollar amount.

**2.5% total package increase (2020-2021)** to be distributed 50% as a percentage increase and 50% as a flat dollar amount.

**2.6% total package increase (2021-2022)** to be distributed 50% as a percentage increase and 50% as a flat dollar amount.

**2.7% total package increase (2022-2023)** to be distributed 50% as a percentage increase and 50% as a flat dollar amount.

**2.8% total package increase (2023-2024)** to be distributed 50% as a percentage increase and 50% as a flat dollar amount.

Should the State Legislature appropriate salary monies which are specifically allocated to bargaining unit employees, it will be distributed on a percentage basis to bargaining unit employees.

If the Iowa State Legislature should allocate salary dollars after contract negotiations have been completed and ratified for any given fiscal year, negotiations will be reopened on that item only. If an agreement cannot be reached relative to this issue, mediation will be utilized prior to arbitration.

**SECTION 2 - Hiring Guide (Appendix A)**

Level 4 (B.A.) Step O for a 174-day contract will be increased by 75% of salary settlement.

Appendix A will be used by the Board of Trustees in the initial salary determination of new unit members using the definition of terms contained in Appendix B with the following guidelines:

- A. Location on Level
  - 1. Unit members without related work experience shall be located on the proper level according to their education.
  - 2. Unit members without educational credit shall be located on the proper level according to their related work experience.
  - 3. Unit members with both education and related work experience shall be located on the level which is the sum of their education level and their related work experience level.
- B. Location on Step

1. Credit for previous teaching, counseling or library experience in the field for which the unit member is hired shall be given for up to ten (10) years preceding full-time employment at Kirkwood Community College on the following basis:  
One year equals one step on the hiring guide.
2. For the purpose of location on the hiring guide, one year of professional experience shall be defined as nine months or more of teaching or counseling or library experience in one academic year.
3. When hiring new employees, the Board retains the right to offer salaries which are competitive with those of industry and which are higher than those on the hiring guide. The Board will make every effort not to hire new employees at a rate higher than current employees in that discipline with similar educational credentials and work experience. The Board will notify the Association of such hiring's.
4. The Board may hire new employees below the hiring guide only where it can show that Federal funding does not meet the hiring guide and where it has not solicited any restrictions on salaries.

### **SECTION 3 - Educational Salary Adjustments**

Those unit members who earned an additional academic credit after hire will have their annual contract salary adjusted. Hours that exceed those used for level location upon hiring will be carried over and used in conjunction with hours earned after hire, to earn educational salary adjustments.

To qualify for the educational salary adjustment program, unit members must complete 15 acceptable educational salary adjustment credits and must submit documentation verifying completion of those credits.

1. Educational salary adjustment credits will be earned for each additional semester hour of credit a unit member completes which advances the unit member toward the completion of a degree program in their teaching field or other program approved by the Educational Salary Adjustment Committee.
2. Education salary adjustment credits will be earned for each additional semester hour of credit beyond those counted toward placement on the hiring guide. To be earned, such credits must be in their teaching field or other program approved by the Educational Salary Adjustment Committee.
3. Educational salary adjustment credits will be earned for each semester hour of credit that adds greater technical depth/competence to the teaching function.
4. Educational salary adjustment credits will be earned upon completion of professional development programs approved by the administration and/or the Educational Salary Adjustment Committee.
5. The Educational Salary Adjustment Committee will award one educational salary adjustment credit for each semester credit hour awarded to and successfully completed by full-time faculty under the Endowed Chairs Program.

Educational salary adjustment credits will be earned through completing one or a combination of the experiences listed below (participants will be encouraged to gain credits from more than one category):

- Category No. 1: University or college courses or offerings (degree or non-degree, one semester credit hour = one educational salary adjustment credit).
- Category No. 2: Structural occupational experiences, 40 hours = one educational salary adjustment credit. This category includes: working, supervising, observing, or a technical study of the occupational area in which the unit member teaches.
- Category No. 3: Seminars, institutes or workshops, 15 contact hours = one educational salary adjustment credit. This category includes: seminars, workshops, or professional meetings, related to teaching and/or the occupational area in which the unit member teaches. If Kirkwood pays for any part of the listed activities, the individual will be limited to receiving 50% of the educational salary adjustment credit.
- Category No. 4: Hours left over from when a unit member was hired and his/her initial salary was determined using the hiring guide (Appendix A). For example, someone who was located at MA+15 (Level 8/Step 0) upon hire, but actually earned MA+19 will have the four additional hours included as part of his/her salary adjustment total (degree or non-degree, one semester credit hour = one educational salary adjustment credit).
- Category No. 5: For completion of a Graduate degree in their teaching field or other program approved by the Educational Salary Adjustment Committee while employed at Kirkwood. Completion of a Graduate Degree in education would also be acceptable. Exception would be for individuals who were hired with an agreement to finish a degree to be qualified to teach in their discipline.

The Educational Salary Adjustment Committee will meet each year during the spring semester to approve unit members' submissions for educational salary adjustment credit. Any educational salary adjustments will be effective the following contract year.

Educational salary adjustments will be awarded on a one for one basis as they relate to Category No. 1, No. 4, and No. 5 above and on a one-half for one basis in Category No. 2 and No. 3 above for activities for which the college has paid any direct expense. Effective September 1, 2009, the Educational Salary Adjustment will be:

<b><u>Educational Credits Completed</u></b>	<b><u>Start Point</u></b>	<b><u>Dollar Adjustment</u></b>
On completion of Assoc. Degree or 60 sem. hrs. toward a deg. prog.	Less than 60 sem. hrs.	\$900
On completion of 3-yr. R.N. or 90 semester hours	2-yr. R.N. or 60 sem. hrs. toward degree program	\$900
On completion of 15 college educational salary adjustment credits	none required	\$900
On completion of a degree as Described in Category No. 5 above	Undergraduate	\$750

**SECTION 4 - Professional Development Salary Increase(s)**

Upon return from an approved professional development leave, a unit member shall receive salary increases granted to bargaining unit members during the period of the leave.

## **ARTICLE III SUPPLEMENTAL PAY**

### **SECTION 1– Curriculum Development**

A. Curriculum development, including online course development, applies to total new course development or major revisions of existing courses and does not apply to routine updating of the course work or reorganization of courses. To receive compensation for curriculum development, the course must be mutually agreed upon by administration and faculty.

B. In-house development does not include Economic Development work.

C. Curriculum development will be compensated at the maximum part-time credit hour rate or release time (based on the number of credit hours of the course developed).

### **SECTION 2– Development of Copyright Materials, Media and Online Projects**

Any faculty member who produces educational materials, media or online projects, whether by his or her own initiative or at the request of the administration, and who does not in any way use the college's time, services, materials, software, or hardware, shall maintain full rights for the copyright, and to any further royalties or profits resulting from said publication or products. Furthermore, said materials shall be considered the property of the creator and the college may not use, reproduce, edit, modify, publish or license said materials without a negotiated agreement with its owner.

In those cases in which a faculty member produces educational materials, media, or online projects, whether by his or her own initiative or at the request of the administration, and who accesses college support in the form of release time, reduction in normal teaching or administrative duties, or support services in the forms of aid from college staff, supplies, software or hardware, the college and the particular faculty member, with the input of a Kirkwood Faculty Association designee, shall enter into a contractual agreement concerning the resulting rights from publication or sale of said products: (a) prior to the commencement of support from the college; or (b) prior to sale or external use of the products. In the event of said sales or external marketing, Kirkwood Community College shall retain the right to use, reproduce, edit, modify, and/or duplicate the materials for Kirkwood internal use only.

### **SECTION 3– Honors & Independent Study**

Faculty who participate in independent study projects, and who are carrying a 15- or 16-credit hour teaching load (6 summer hours) shall be compensated at a rate equal to one-half the tuition paid to the college by the student for the project. If the independent study is part of the honors program, faculty shall be paid \$100.00 for each student enrolled in a one-hour independent study.

In addition to the above compensation, faculty who participate in the honors program by planning and offering, for the first time, an honors unit tied to one of the designated Phi Theta Kappa honors theme, and who engage in other related honors activities, shall be paid \$180 annually.

Independent study compensation is limited to six (6) total student credit hours per semester without approval of the dean of the department.

**SECTION 4- Grant Writing/Accreditation Preparation**

Grant writing and accreditation preparation may be part of the instructor's assignment, release time, or overload. Release time and overload will be determined between the unit member and the supervisor by mutual consent.

**SECTION 5- Substitute Teaching**

When the college assigns an instructor to substitute for another instructor, the college will pay the maximum part-time credit hour rate per lecture hour or one-half maximum part-time credit hour rate per laboratory hour

In unusual circumstances, the college will consider extra pay.

**ARTICLE IV**  
**LENGTH OF CONTRACT**

Members of the unit employed on either a 201-day or 174-day contract shall be scheduled as follows:

**SECTION 1 - 201-Day Contract**

- A. Unless otherwise agreed to, members employed on a 201-day contract shall be assigned to work during the fall and spring semesters and during 29 working days of the summer with the following additional stipulations:
1. The President or designee will determine, after discussion with individual unit member, which 29 days the individual shall work. To the extent reasonably possible, the 29 days will be consecutive.
  2. The expected teaching load in the summer will be 6 credit hours. Faculty have the option to teach part of their summer teaching load in the Fall or Spring semesters with the approval of the Vice President of Academic Affairs. They also have the option to teach an online class as part of their summer load, but recognize that the teaching commitment may extend beyond the 29 days.  
  
Should the total number of working days in the fall and spring semesters, plus the 29 additional working days in the summer session be less than 201, the remaining days shall be used for professional activity as agreed to with the appropriate faculty supervisor.
  3. The President, upon receipt of a written request from the unit member and at the President's discretion, may allow that person to work an additional 27 days to a total of 228 during a contract year and then reduce the number of working days for that person by 27 days to a total of 174 in the ensuing contract year. The person's salary shall not be adjusted upward for the additional days worked during the first year, nor adjusted downward for the reduced days worked in the second year.
- B. A unit member employed on a 201-day contract may request a reduction to a 174-day contract on an annual basis by submitting a written request to the Vice President of Academic Affairs. The 174-day contract salary would be calculated at 86.5 percent of the 201-day contract salary. Approval for such reduction would be determined based on a suitable replacement being obtained to fill the position. Requests for a one year reduction should be submitted no later than December 15 of the contract year of the reduction request. Approval may be granted on a conditional basis, the condition being suitable replacement. At the point the approval is granted by the Board of Trustees, a contract settlement will be initiated through the Human Resources department for payroll purposes. Should a conditional approval be granted, and no suitable replacement is found by May 1 or an otherwise mutually agreed to date, the unit member will be required to teach the summer session and be reinstated to their 201-day contract.
- C. Unit members employed on a 201-day contract may, through submitting a written request to the Vice President of Academic Affairs and with the approval of the

Board of Trustees, be reassigned to a 174-day contract on a permanent basis at 86.5 percent of their 201-day contract annual salary.

- D. The number of 201-day contracts will not be reduced from the number in 2007-2008, which was 125, except by resignation, retirement or death: or by the Reduction In Staff Procedure.

## **SECTION 2 - 174-Day Contract**

Members employed on a 174-day contract shall be assigned to work during two (2) consecutive semesters unless otherwise agreed to. Should the total number of working days in these two semesters be less than 174, the unassigned days will be used for professional activity as agreed to with the appropriate faculty supervisor.

## **SECTION 3- Contract Extensions**

- A. Persons whose positions make desirable their presence beyond the basic 226, 201 or 174-day contract may consent to work additional days and they shall be paid for these days at their current per diem rate for each additional day.

- B. Assignments of Extended Contracts

Faculty may apply for summer extended contracts that have an expected teaching load equivalent to 29 days and 6 credits. The rotation list shall be comprised of all 174-day contract members. Members who have not previously held an extended contract, ranked by seniority, will comprise the top of the list. The remaining members, excluding new hires, will be placed on the list on the basis of the date of their last extended contract with the most recent extended contract at the bottom of the list and those with the longest time since receiving an extended contract at the top of the list. When two (2) or more faculty have received extended contracts in the same year, seniority shall prevail for priority ranking. New hires shall be placed at the bottom of the list for the year in which they are hired. The list shall be reconstructed annually. Faculty will only be placed on one list maintained by the office of the Vice President for Academic Affairs.

All 174-day contract faculty interested in an extended contract shall submit their name to the Vice-President of Academic Affairs by October 1. Vice-President of Academic Affairs will use his/her best judgment to maintain a fair distribution of extended contracts amongst the various disciplines and departments at the college. The vice-president will assign the extended contracts if work is available in the discipline and in the department in the order of the rotation. All courses taught during the summer may be utilized to fulfill extended contract assignments. Courses at another site shall be considered available only after the faculty at that site has been assigned. Faculty who desire to teach outside their primary discipline and are qualified will have their request considered on a case-by-case basis.

The scheduling of summer courses and of teaching assignments of faculty on extended contracts as related to this section shall not be grievable.

- C. Special Assignments

The rotation system described in Section (B) above does not apply to special assignments outside of normal summer teaching. Such assignments may include grant activities, special projects, overseas teaching, or other similar activities.

**SECTION 4 Summer and Winter teaching**

- A. Faculty with a 174-day contract who do not have an extended contract may teach more than 4 credit hours at maximum adjunct pay rate during the summer session.
- B. Teaching more than 4 credit hours at adjunct pay during the summer session is completely voluntary, initiated by the faculty, and approved by their dean. Teaching more than 8 credit hours at adjunct pay will require approval of the Dean and the Vice President of Academic Affairs.
- C. Teaching more than 4 credit hours at adjunct pay does not change the faculty member's position in the rotational system for assigning summer extended contracts as set forth in the Article IV, Section 3.
- D. Faculty teaching during the winter session will be limited to one course and all winter sessions will be capped at 20 students. Any course taught as a part of the winter session will be treated as adjunct pay and not attributed to the total number of credit hours taught.

**ARTICLE V  
LEAVES OF ABSENCE**

**SECTION 1 - General Leave Provisions**

The Board may grant a full-time<sup>1</sup> employee a leave of absence in accordance with the following provisions:

A leave of absence of longer than one year is granted as a leave from the college and not as a leave from a specific position or location. A leave of one year or less is from a specific position or location if that position or location exists at the conclusion of the leave.

As a condition for granting the leave, the employee will designate the date upon which s/he shall return to work.

The employee shall notify the Board of his/her intent to return to work at least seventy (70) calendar days prior to the scheduled return date. Failure to provide notice may be considered a resignation.

**SECTION 2 - Paid Leaves of Absence**

A. Sick Leave:

At the beginning of each school year members shall be credited with 15 days per year to be used for absences caused by illness or disability of the member. The unused portion of such allowance shall accumulate to a maximum of one hundred fifteen (115) days, inclusive of the current year.

Each employee shall have made available, in electronic format, a copy of his/her accumulated sick leave days no later than thirty (30) from the beginning of the contract year.

B. Jury Duty:

Pay to be the difference between regular salary and jury pay.

C. Military Service:

Under the provisions of the Selective Service Act and the Code of Iowa.

D. Death in the Immediate Family:

An employee may be granted up to a total of five (5) working days of absence annually, with full pay. Such leave will not be charged against sick leave nor will it be cumulative. An employee may be granted up to five (5) additional working days of absence annually with full pay, should the employee experience the death of any combination of immediate family member in the same year. The immediate family shall be interpreted as: father, mother, brother, sister, husband, wife, family partner, son, daughter, grandfather, grandmother, grandchild, comparable in-laws, and step-parents/children. In addition, up to a total of two (2) working days absence annually, with full pay, may be allowed to attend funerals of other relatives and close friends. Such leave shall not be charged against sick leave nor shall it be cumulative.

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<sup>1</sup> Regular part-time employees shall receive a prorated portion of leaves of absence.

- E. Illness of Immediate Family:  
In case of serious illness or serious injury of a member of the employee's immediate family a maximum of a total of five (5) working days absence annually, with full pay, may be granted. The immediate family shall be construed to mean father, mother, brother, sister, husband, wife, family partner, son, daughter, grandparent, grandchild, comparable in-laws and step-parents/children. These absences shall not be charged against sick leave nor shall the leave be cumulative.
- F. Personal Leave:  
Three (3) days per year may be granted by the department head. Notice shall be given, by the Faculty member five (5) working days in advance of the day requested, if possible, and no more than two consecutive working days may be approved.
- G. Association President Leave  
The Kirkwood Faculty Association President can choose a 6 credit hour release time leave of absence with pay or 6 credit hour overload pay during the year s/he is serving as President of the Association. In cases where the individual chooses release time and is not scheduled for a 3-hour course, a 2-hour or 4-hour reduction shall be provided. However, every attempt will be made to provide a total of a 6 credit hour reduction per year. Notification will be given to the Human Resources Office by February 1 each year of the individual they wish to receive Association Officer Leave. No additional overloads will be permitted during the term a unit member is on Association Officer Leave.
- H. Continuation of Insurance  
In the event that a unit member is absent because of illness or injury and is on paid leave, Board contributions will be maintained according to the levels set in the Employee Handbook.

### **SECTION 3 - Unpaid Leaves of Absence**

The employee on unpaid leave shall be excluded from campus services and office arrangements until return to work and the leave is completed.

- A. Extended Leave - Illness/Disability  
An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for a period not to exceed two and one-half years. The leave shall be renewed on an annual basis upon written request of the employee. Failure to provide a timely written request for renewal will result in termination of the employee at the end of the most current leave period.
- Any employee unable to work due to illness or disability for a period of two and one-half years will be terminated at that point.
- Any employee unable to work due to personal illness or disability for a period of five (5) consecutive days or more may be required to provide medical certification of the illness/disability.

The Board will pay health, dental, life, and long-term disability premiums for persons on extended illness/disability leave from the point of exhaustion of sick leave until the employee begins to receive long-term disability benefits as long as appropriate medical certification of the illness/disability is on file in the Human Resources Office. When the employee is able to return to work, s/he shall receive the salary in effect when the initial leave was granted.

B. Professional Leave:

A leave of absence for up to one (1) year may be granted to any faculty member upon application for professional purposes.

The Board may extend such leave as it desires.

Upon return from an approved professional development leave, a unit member shall receive salary increases granted to bargaining unit members during the period of the leave.

C. Military and Alternative Service Leaves:

A military leave of absence or an alternative service leave of absence shall be granted in accordance with the provisions of the Selective Service Act and the Code of Iowa.

D. Political Activities:

A faculty member who is elected or appointed to a public office which requires his/her absence from duty with the college for an extended period of time may be granted a political leave of absence.

E. Child Care:

Child care leave shall be granted for up to one (1) year to a parent, upon application.

F. Good Cause:

Extended leaves of absence without pay may be granted for good cause upon application of the unit member.

G. Insurance Benefits:

Any member of the unit on unpaid leave of absence shall retain the right to pay full premium of insurance benefits so that s/he may retain such insurance benefits during the period of leave.

**ARTICLE VI**  
**IN-SERVICE TRAINING/PROFESSIONAL DEVELOPMENT**

**SECTION 1- Professional Development Fund**

The parties have agreed to establish a professional development fund as follows:

- A. The college will provide a fund for professional development activities. The amount of the fund will be determined by multiplying the number of bargaining unit members as of August 15 by \$225. Any unit member may apply for Professional Development activities. A committee of eight members, four appointed by the Association and four appointed by the Administration, will review the applications and make recommendations to the Vice President of Academic Affairs or any employee designated by the President. If the Vice President intends to deny the recommendation of the committee, s/he will meet with the committee to discuss the proposal prior to making a final decision. Under no circumstances will professional development include release time for a semester or sabbatical leaves.
- If any funds remain unspent at the end of the fiscal year, an amount equal to the unspent amount will be added to the next fiscal year allocation.
- The Professional Development Committee will design a “Professional Extension Program” to encourage faculty to engage in job shadowing, individual or academic group projects. Criteria for Professional Extension leaves will include the following:
1. Service to the college
  2. Research and publication
  3. Curriculum and materials development
  4. Planned and approved travel related to the subject field
  5. Practical training of job experience in subject-related field.
  6. Updating of knowledge in subject field
- Faculty on a 174-day contract shall receive their award through a five (5) to twenty-nine (29) day summer extended contract; faculty on a 201-day contract shall receive their award through summer release time or extended contract. These awards shall be made under the same process as described in Section 1.A of this article.
- B. Bargaining unit members may be granted a one-half time leave for a period of one full semester to complete the on-campus residency requirement for an advanced degree. While on leave, the bargaining unit member shall receive two-thirds (2/3) of his/her per diem salary. These awards shall be made under the same process as described in Section 1.A of this article. No more than two residency leaves may be approved during any one semester.
- C. Any additional legislative funds earmarked specifically for faculty development will not supplant the fund established in this section. If the legislation does not provide language for how the additional funds will be distributed, then they will be added to the pool of funds and be distributed through the Professional Development Committee. If the legislation creates new regulations that are in conflict with the above contract language for the Professional Development Fund, then this section will be reopened for negotiations.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **SECTION 1 – Definition**

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a specific Article or Articles of this Agreement. A grievance may be filed by one or more members of the unit who claim they have been aggrieved, or by the Association with the immediate supervisor of any of the employees filing such a grievance.

### **SECTION 2 – Representation**

The grievant may have representation by the Association at each step of the grievance procedure. The Association has the right to be present at any step.

### **SECTION 3 – Purpose**

The purpose of this procedure is to secure equitable solutions to alleged violations of this Agreement which may arise.

### **SECTION 4 – Procedure**

#### **A. Level One**

The grievant will present a signed, written grievance on an approved form to the immediate supervisor or designee within thirty (30) working days from the date the grievant became aware of the alleged contract violation. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested and shall be signed by the unit member involved. Nothing shall preclude a meeting between the parties at this level. Within fifteen (15) working days after the presentation of the grievance, the immediate supervisor shall give his/her answer to the unit member in writing.

#### **B. Level Two**

In the event a grievance has not been satisfactorily resolved at Level One, the grievant may, within five (5) working days of the receipt of the immediate supervisor's answer, submit to the appropriate Dean, a signed written statement of the grievance. The Dean or designee shall give the unit member an answer in writing no later than five (5) working days after the receipt of the written grievance. If further investigation is needed, additional time shall be allowed in an amount mutually agreed on by both parties.

#### **C. Level Three**

If the grievance is not resolved satisfactorily at Level Two, the grievant may, within five (5) working days of the receipt of the Dean's answer, submit to the President of the college a signed written statement of the grievance. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested

and shall be signed by the unit member involved. The President or designee shall give the unit member an answer in writing no later than five (5) working days of receipt of the written grievance. If further investigation is needed, such additional time shall be allowed as is mutually agreed to by both parties.

**SECTION 5 - General Provisions**

The parties by mutual agreement may have meetings anytime during the procedure. Timelines in this article may be extended by mutual agreement. This Article is not intended to inhibit the right of either party to pursue legal action in a court of law for a breach of contract if attempts to resolve the matter through the grievance process have failed.

**ARTICLE VIII  
SAFETY**

**SECTION 1 - Working Conditions**

The Board shall maintain safe working conditions in compliance with applicable state and federal laws. Unit members will not be required to work under unsafe conditions.

**SECTION 2 - Safety Equipment**

The Board shall provide required safety goggles, helmet, gloves and hard hats in the appropriate shop and laboratory areas.

**ARTICLE IX**  
**ACCESS TO DATA**

The Board agrees to furnish to the Association upon request over the signature of its President, and the Association agrees to furnish to the Administration of the college upon request over the signature of the President, or designee, non-confidential and clearly-available information necessary and relevant to the processing of a grievance within the meaning and procedures in Article VII of this Agreement, or for the purpose of understanding and discussing mandatory or mutually agreed upon subjects of bargaining prior to and during negotiations.

**ARTICLE X  
PERSONNEL FILES**

**SECTION 1 - Inspection of Files**

All material in the personnel files of members of the unit, except for confidential individual letters of reference provided by persons or institutions and used by the unit member in the pursuit of employment at Kirkwood Community College, shall, during office hours and in the presence of a representative of the Human Resources Office, be available for such member to inspect, and such member may be accompanied by counsel or representative.

**SECTION 2 - Rebuttal Materials**

Individual members of the unit shall, at their request, have the right to insert in their personnel files their version of, or a rebuttal of, material adverse to their interests.

**SECTION 3 - Grievance Materials**

Notwithstanding anything in above, all material relative to grievances shall be filed separately from individual personnel files.

**ARTICLE XI**  
**PROHIBITED ITEMS**

If any item in this contract has been determined to be a prohibited item of negotiations and mistakenly left in the contract, then that item will be removed from the contract at the time it is discovered. If any provision of the contract is deemed to be a prohibited item, all other terms of the contract remain fully enforceable.

**ARTICLE XII  
DURATION & SIGNATURE**

**SECTION 1 – Duration**

This agreement shall be in effect as of September 1, 2019 and shall continue through August 31, 2024.

During the life of this Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement. In the event that the College's health insurance base rate increases for the duration of this contract; and/or the College's IPERS base rate increases for the duration of this contract, said increases will be applied directly to the total package compensation for that fiscal year.

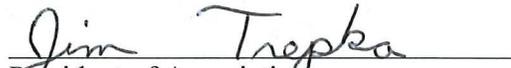
**SECTION 2 - Signature**

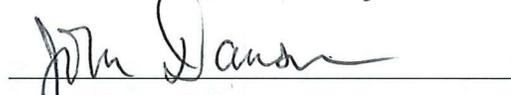
For the College

  
\_\_\_\_\_  
President of Board  
Dated July 11 2019

  
\_\_\_\_\_  
Chief Negotiator  
Dated June 21, 2019

For the Association

  
\_\_\_\_\_  
President of Association  
Dated June 20, 2019

  
\_\_\_\_\_  
Chief Negotiator  
Dated July 2, 2019

## APPENDIX A

Updated: 5/8/2019

### Kirkwood Community College 2019/2020 Hiring Guide

LEVEL	1	2	3	4	5	6	7	8	9	10	11			
STEP	Contract Days	Less than 60 hours beyond HS	AA or 2 yr. RN	3 yr. RN 90 hours beyond HS	B.A. or B.S.	B.A./B.S. plus 15	B.A./B.S. plus 30	M.A. or M.S.	M.A./M.S. plus 15	M.A./M.S. plus 30 (MFA/60)	M.A./M.S. plus 45 or Ed.S.	Doctorate	STEP	Contract Days
0	201	55,678	56,718	57,758	58,797	59,837	60,876	61,916	62,956	63,995	65,035	66,075	0	201
	174	48,199	49,099	49,999	50,899	51,799	52,699	53,599	54,499	55,399	56,299	57,199		174
1	201	56,140	57,180	58,220	59,259	60,299	61,339	62,378	63,418	64,458	65,497	66,537	1	201
	174	48,599	49,499	50,399	51,299	52,199	53,099	53,999	54,899	55,799	56,699	57,599		174
2	201	56,602	57,642	58,682	59,721	60,761	61,801	62,840	63,880	64,920	65,959	66,999	2	201
	174	48,999	49,899	50,799	51,699	52,599	53,499	54,399	55,299	56,199	57,099	57,999		174
3	201	57,064	58,104	59,144	60,183	61,223	62,263	63,302	64,342	65,382	66,421	67,461	3	201
	174	49,399	50,299	51,199	52,099	52,999	53,899	54,799	55,699	56,599	57,499	58,399		174
4	201	57,526	58,566	59,606	60,645	61,685	62,725	63,764	64,804	65,844	66,883	67,923	4	201
	174	49,799	50,699	51,599	52,499	53,399	54,299	55,199	56,099	56,999	57,899	58,799		174
5	201	57,989	59,028	60,068	61,108	62,147	63,187	64,226	65,266	66,306	67,345	68,385	5	201
	174	50,199	51,099	51,999	52,899	53,799	54,699	55,599	56,499	57,399	58,299	59,199		174
6	201	58,451	59,490	60,530	61,570	62,609	63,649	64,689	65,728	66,768	67,808	68,847	6	201
	174	50,599	51,499	52,399	53,299	54,199	55,099	55,999	56,899	57,799	58,699	59,599		174
7	201	58,913	59,952	60,992	62,032	63,071	64,111	65,151	66,190	67,230	68,270	69,309	7	201
	174	50,999	51,899	52,799	53,699	54,599	55,499	56,399	57,299	58,199	59,099	59,999		174
8	201	59,375	60,414	61,454	62,494	63,533	64,573	65,613	66,652	67,692	68,732	69,771	8	201
	174	51,399	52,299	53,199	54,099	54,999	55,899	56,799	57,699	58,599	59,499	60,399		174
9	201	59,837	60,876	61,916	62,956	63,995	65,035	66,075	67,114	68,154	69,194	70,233	9	201
	174	51,799	52,699	53,599	54,499	55,399	56,299	57,199	58,099	58,999	59,899	60,799		174
10	201	60,299	61,339	62,378	63,418	64,458	65,497	66,537	67,576	68,616	69,656	70,695	10	201
	174	52,199	53,099	53,999	54,899	55,799	56,699	57,599	58,499	59,399	60,299	61,199		174

**APPENDIX B  
DEFINITION OF TERMS**

<u>LEVEL</u>	<u>EDUCATION</u>	<u>LEVEL</u>	<u>RELATED WORK EXPERIENCE</u>
1	Less than 60 hours beyond high school	1	2 years
2	A.A. degree or two years R.N.	2	4 years
3	3 years R.N. or 90 hours beyond high school	3	6 years
4	B.A. or B.S. degree	4	8 years
5	B.A. or B.S. degree + 15 semester hours	5	10 years
6	B.A. or B.S. degree + 30 semester hours	6	12 years
7	M.A. or M.S. degree	7	14 years
8	M.A. or M.S. degree + 15 semester hours	8	16 years
9	M.A. or M.S. degree + 30 semester hours (MFA - 60 credit hours)	9	18 years
10	M.A. or M.S. degree + 45 semesters hours or Ed.S.	10	20 years
11	Doctorate	11	22 years