



SOUTH  
SUBURBAN  
COLLEGE



*A Union of Professionals*

## AGREEMENT

*Between*

COMMUNITY COLLEGE  
DISTRICT 510  
SOUTH SUBURBAN COLLEGE

*And*

SOUTH SUBURBAN COLLEGE  
SUPPORT STAFF ASSOCIATION

COOK COUNTY COLLEGE  
TEACHERS UNION AFT LOCAL 1600

2022 – 2026

# COLLECTIVE BARGAINING AGREEMENT

## SOUTH SUBURBAN COLLEGE

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## **PREAMBLE**

**THIS AGREEMENT**, covering compensation, hours, fringe benefits, and working conditions is entered into by and between the Board of Community College District No. 510, County of Cook and State of Illinois, hereinafter referred to as the "Board" and the South Suburban Community College Support Staff Association, a chapter of the Cook County College Teachers Union, hereinafter referred to as the "Association", as the exclusive collective bargaining agent to the bargaining unit as defined in ARTICLE II, RECOGNITION.

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the College and the employees may be benefited.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

# **Article I**

## **DEFINITIONS**

### **SECTION 1.1**

#### **BOARD**

No. 510, County of Cook and State of Illinois, and shall also mean any administrator(s), supervisor(s) and agents of the Board when acting within the scope of their authority.

### **SECTION 1.2**

#### **COLLEGE**

facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

### **SECTION 1.3**

#### **ASSOCIATION**

Association, a chapter of the Cook County College Teachers Union, AFT, Local 1600.

### **SECTION 1.4**

#### **AGREEMENT**

between the Board and the Association.

The term “Board” shall mean the Board

of Trustees of Community College District

The term “College” refers collectively to

the institution and to all educational

facilities or academic locations under the jurisdiction of the Board and the administrative

offices thereof.

The term “Association” refers to the

South Suburban College Support Staff

Association, a chapter of the Cook County College Teachers Union, AFT, Local 1600.

The term “Agreement” shall mean the

current Collective Bargaining Agreement

### **SECTION 1.5**

#### **RED CIRCLING/RED CIRCLED**

compensation of an employee, pursuant to the provisions of ARTICLE VIII, SECTION 8.6 and ARTICLE XIII, SECTION 13.3 of this Agreement, until certain conditions are met. Such an employee shall be described as being “red circled.”

**SECTION 1.6** All bargaining unit employees shall be  
**EMPLOYEES** employed as hourly, non-salaried  
employees and categorized as follows:

**A. REGULAR FULL-TIME EMPLOYEES**

Regular full-time employees are those employees who:

1. work a minimum of thirty (30) hours per week, each week, for fifty-two (52) weeks per year.

**B. REGULAR PART-TIME EMPLOYEES**

Regular part-time employees are those employees who:

1. work a minimum of twenty (20) hours per week, each week, for a minimum of thirty-six (36) weeks per year.

**C. STUDENT EMPLOYEES**

Student employees, regardless of the number of hours worked per week or per year, shall not be considered part of the bargaining unit.

**D. TEMPORARY EMPLOYEES**

Temporary full-time and temporary/irregular employees, not covered by this Agreement, are defined as follows:

1. Temporary full-time employees are those employees who work a minimum of thirty (30) hours for not more than six (6) months. If such an employee is hired by the College as a regular full-time employee, such six (6) months employment as a temporary full-time employee shall constitute four (4) months time towards completion of the original probationary period. Salary increases shall take effect one (1) year from the date of hire under this SECTION.

Temporary full-time positions which, in the judgment of the Board, are to become permanent full-time positions shall, not less than thirty (30) days prior to the expiration of the six (6) month period provided for herein, be posted for bidding and awarded pursuant to the provisions of ARTICLE VIII of this Agreement.

2. Temporary part-time employees are those employees who work twenty (20) hours per week for not more than six (6) months. If such an employee is hired by the College as a regular part-time employee, such six (6) months employment as a temporary part-time employee shall constitute four (4) months time towards the completion of the original probationary period. Salary increases shall take effect one (1) year from the date of hire under this SECTION.

Temporary part-time positions which, in the judgment of the Board, are to become permanent part-time positions shall, not less than thirty (30) days prior to the expiration of the six (6) month period provided for herein, be posted for bidding and awarded pursuant to the provisions of ARTICLE VIII of this Agreement.

3. Temporary/irregular part-time employees are those persons who work less than twenty (20) hours per week for fifty-two (52) weeks per year or for twenty (20) hours per week for less than the full academic year on an as needed/call basis.
4. The administration shall notify the Association of the name of any temporary employee hired into a bargaining unit position for a period of time to exceed thirty (30) days. Such notification shall take place at the time of hiring.
5. Those temporary full-time and part-time employees referred to in SECTIONS D.1 and D.2 above shall automatically become members of the bargaining unit upon completion of more than six (6) months continuous service with the College.

## **E. EMERGENCY EMPLOYEES**

Those employees who are hired because of the necessities of an emergency situation, regardless of duration, whose employment depends upon the existence of the emergency situation and no other factors.

## **F. GRANT FUNDED EMPLOYEES**

If a current bargaining unit employee's position compensation is changed to grant funding, the employee shall remain part of the bargaining unit. If the grant funding is terminated for any reason, the position shall remain in the bargaining unit and be compensated by College funds.

### **SECTION 1.7**

**CRIMINAL BACKGROUND INVESTIGATION** The Board and the Association recognize their mutual responsibility to protect employees, assets, property and the reputation of the College in the community. To facilitate compliance with this joint responsibility and with the provisions of the Campus Security Act, all newly hired employees must complete criminal background investigations prior to employment with the College. Such investigations shall conform to Board Policy 413.02.

Further, a criminal background investigation shall also be completed for all current Support Staff Association Members prior to a transfer to the following security sensitive positions:

- All positions in the Campus Police Department;
- All positions in the Department of Business and Accounting;
- All positions in the Department of Financial Aid;
- All positions in the Department of Human Resources; and
- All positions in the Campus Bookstore.

Except in the event of a departmental transfer, only exigent circumstances, as determined

following consultation between the Administration and the Support Staff Association, shall warrant any background investigations for currently employed Association Members.

The results of the criminal background investigation will be reviewed by the Director of Human Resources in consultation with the Vice President above that department. In the event the criminal background investigation results in a positive finding of a criminal conviction, the College President, the College Attorney, the Support Staff Association President and the Support Staff Association Attorney shall review the findings and agree upon a course of action. This determination shall be final and shall not give rise to a grievance between the College and the Support Staff Association.

## **Article II**

### **RECOGNITION**

#### **SECTION 2.1**

##### **ASSOCIATION RECOGNITION**

for the purpose of establishing compensation, hours, fringe benefits and conditions of employment for all Board approved regular full-time and regular part-time employees and those employees regularly scheduled to work twenty (20) hours per week as defined in ARTICLE I, SECTION 1.6(B) in the classifications listed in Appendix I of the Contract.

The Board recognizes the Association as the sole and exclusive bargaining agent

#### **SECTION 2.2**

##### **NEW CLASSIFICATIONS**

classifications or change existing classifications. If the new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall become a part of this Agreement. If the proposed new classification contains a significant part of the work now done by any of the classifications in this bargaining unit, the Board will notify the Association within thirty (30) days, and the parties will then meet within fifteen (15) days of such notice to review the classification, and, if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to final and binding arbitration under ARTICLE XV, SECTION 15.4 of the Agreement.

The Board shall promptly notify the Association of its decision to add new

When the decision has been made to either establish a new classification or to change an existing classification, then, in those events, the job description for each such classification shall be written and published using a standard format which shall contain the following elements:

**JOB TITLE:** A brief description that accurately identifies the job and places the job within a series of like titles.

**JOB SUMMARY:** A general statement which summarizes and characterizes the basic job purpose and function.

**TYPICAL DUTIES:** Individual statement of job duties and responsibilities. Duties and tasks of significance are included, but particular reference to frequency or regularity of performing the task will not be included. Statements will be descriptive of the degree of requisite skills applied such as technical skills, interpersonal skills and conceptual skills.

**JOB SPECIFICATIONS:** Twelve (12) factors are identified by level or degree as contained in the Comparable Worth Study.

**DESIRABLE QUALIFICATIONS:** A basic statement that sets forth the mandatory and preferred minimum acceptable levels of acquired skills, education, training, and related work and other experience as required for the position, as well as any professional credentialing that may be necessary.

Upon installation of the new classification, the position shall be filled by the incumbent if the incumbent is qualified to perform the required work in accordance with ARTICLE VII, SECTION 7.2 of the Agreement.

The Board, in the exercise of its Management Rights, shall establish the rate of compensation for each such classification. If, after six (6) months, the employee in such classification believes that such rate of compensation is insufficient, such employee, consistent with the provisions of this Agreement, contained in ARTICLE XI, may appeal such rate. The rate of compensation issue is not arbitrable under the provisions of this Agreement. The decision reached upon such appeal shall be binding upon all parties.

**SECTION 2.3****JOB CLASSIFICATION ABOLITION**

In accordance with the provisions of

ARTICLE III, MANAGEMENT RIGHTS,

the Board may, from time to time, abolish or merge job classifications under this Agreement.

In such an event, the Board shall notify the Association of such proposed action within ten (10) days of the decision to effectuate such a change. Such notification shall be made no less than thirty (30) days prior to the implementation of such change.

**SECTION 2.4 INTEGRITY****OF THE BARGAINING UNIT**

The Board recognizes the integrity of the

bargaining unit and shall not meet,

discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, compensation and working conditions.

Nor shall the Board negotiate with employees within the bargaining unit over their hours, compensation and working conditions, except as provided herein.

This recognition shall not preclude the Board or any administrator from meeting with any member of the Association, or any committee or group established by the College which includes members of said Association provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Association.

Subject to the provisions of this Agreement, the Board shall continue to assign bargaining unit work to bargaining unit employees. The Board shall take no intentional and purposeful action to replace full-time or regular part-time employees in the bargaining unit through the hiring of temporary or emergency employees, except as necessitated by circumstances within the College. Such action shall not be considered an erosion of the bargaining unit.

## Article III

### MANAGEMENT RIGHTS

#### SECTION 3.1

##### BOARD POWERS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, subject to the terms of this Agreement, including but not limited to the responsibilities for and the right:

- A.** To maintain executive management and administrative control of the College District and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.
- B.** To hire all employees and, subject to the provisions of law, and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion and layoff; and to promote, assign, and transfer all such employees.
- C.** To direct and control the work of its employees, establish reasonable and equally enforced work rules and regulations, determine the time and hours of operation and when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.
- D.** To establish, change, combine or abolish job classifications and the job content of any classification consistent with this Agreement.

- E. To establish educational policies, goals and objectives based upon the College's mission, to ensure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue and take action on any matter in the event of an emergency.
- G. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff.

## **SECTION 3.2**

### **BOARD RESPONSIBILITIES**

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with ARTICLE XV.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## Article IV

### ASSOCIATION RIGHTS

#### SECTION 4.1

##### VOLUNTARY DUES CHECKOFF

Upon receipt of voluntary authorization, in writing, by an employee covered by this Agreement, the Board will deduct from the employee's wages the required amount of monthly Association dues. These deductions will be designated to the Board in writing. Such deductions shall be made each pay period and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. (Base pay shall be determined on the basis of the employee's regularly scheduled shift.)

The Association may change the method or amount of said deductions upon reasonable written notice to the College by the Treasurer of the Cook County College Teachers Union. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association no later than fourteen (14) working days after such deductions were made. The payroll deduction authorization forms shall be the same as shown in APPENDIX A.

A member of the Association may revoke the dues checkoff authorization previously executed, in writing, in accordance with applicable law. The Association member shall, in writing, notify the Association treasurer and shall, in writing, at the same time, notify the Director of Human Resources. In consideration for the above service rendered by the Board, the Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board under this SECTION.

**SECTION 4.2****REINSTATEMENT OF EMPLOYEES  
ON DUES CHECKOFF**

Whenever an employee takes a leave of absence and is removed from the process of Association dues deduction and, subsequently, such employee returns to College employment, upon the voluntary execution of the written form attached hereto as APPENDIX B requesting reinstatement to the process of dues deduction, such employee, at that time, shall be so reinstated.

**SECTION 4.3****COPE DEDUCTION**

Upon receipt of a voluntary written authorization from an employee covered by this Agreement, the Board will deduct from the employee's wages, a COPE deduction as provided in the form attached hereto as APPENDIX C. Such deduction authorization may be revoked by the employee at any time by giving written notice to both the Director of Human Resources and the Association.

The Board further agrees to remit to the Association, in a timely manner, such deductions made pursuant to this SECTION, together with an itemized statement indicating the name of each employee from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

Upon receipt of a voluntary written revocation of such a previously filed written authorization from an employee covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that employee's wages.

## **SECTION 4.4**

### **ASSOCIATION MEETINGS**

The Association shall have the right to schedule a general meeting on the first Tuesday of each month, if such Tuesday is a regularly scheduled workday. The meetings shall be scheduled from 11:30 a.m. to 12:30 p.m. and from 12:30 p.m. to 1:30 p.m. to accommodate individual employee lunch schedules. During the summer schedule, the College will cooperate with the Association to reasonably set the time and day of such meetings to conform to the summer schedule of workdays. Every support staff employee eligible for membership in the Association, subject to the needs of the College, shall be free to attend such meetings without pay. The date of the Association's general meeting shall appear on all calendars distributed throughout the College.

The Executive Committee of the Association shall have the right to meet, without compensation, once per month, to conduct the normal business of the Association.

It is understood that special circumstances dealing with the security, maintenance and other vitally essential forces may result in the inability of an employee to attend such meetings. Supervisors shall not, however, arbitrarily impose such limitations upon any employee.

## **SECTION 4.5        RELEASED TIME**

### **FOR ASSOCIATION OFFICERS**

- A.** The Board shall grant released time with pay to the President of the Association and two (2) of the chapter's delegates to the Association's House of Representatives Meetings at 3:00 P.M. on the third Friday of every odd numbered month; the President shall be granted the third Friday of the even numbered months off with pay to attend the Association's Executive Board meeting. Said Association members shall inform their supervisors in writing at least five (5) days in advance of the time off so that proper arrangements may be made to cover their work assignments.

- B. Employees may be granted reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings or meetings agreed to by the Board, if such employees are parties to, required to or otherwise entitled to attend such meetings as Association officers, witnesses or grievants. The employee so desiring to attend such a meeting must file a written notification and request to do so with the appropriate supervisor reasonably in advance of the time off.
    - C. Such requests shall be granted unless the leave would unreasonably and seriously interfere with work requirements or the efficient operation of the College.
    - D. The President of the Association, and the Grievance Chair, shall be granted five (5) hours per week of time off, with compensation, to conduct the affairs of the Association. The President shall receive four (4) of said hours per week and the Grievance Chair shall receive one (1) hour of said hours per week.

**SECTION 4.6**

**PUBLIC RECORDS**

The Board shall make available to the Association upon its request, those public records which are relevant to negotiations or the enforcement of this Agreement. Such requests shall be in accordance with and governed by established Board policy instituted in compliance with the Illinois Freedom of Information Act (P.A. 83-10 13).

**SECTION 4.7**

**BOARD AGENDA**

The Association shall be supplied by the Board with a copy of the agenda and the date of any regular or special meeting, including committee meetings, committees of the Board, at the time the agenda is distributed to the Board or to the appropriate committee. Additionally, the President of the Association, or a duly appointed designee, shall receive copies of the minutes of the last meeting at the same time as they are distributed to the members of the administrative staff.

The same courtesies shall be extended by the Association to the Board. The Association shall send copies of published minutes and newsletters pertaining to the Board and the College to the President of the College or the duly appointed designee.

**SECTION 4.8**

**PARTICIPATION AT BOARD MEETINGS** The President of the Association or a duly appointed designee, shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the Chair of the Board, provided that a request has been made prior to the preparation of the agenda, such request having fully identified the subjects to which the desire to speak is directed. Collective bargaining shall not be conducted nor shall grievances be discussed at such meetings.

**SECTION 4.9**

**BOARD POLICIES** One copy of the Board's official policies, regulations and by-laws and all subsequent additions, deletions and amendments shall be provided to the Association secretary for use by the Association.

**SECTION 4.10**

**ASSOCIATION OFFICE** As long as space and equipment are available, the Association shall be provided with an office for use by the Association for legitimate Association business. The office shall be equipped with a desk, desk chair, filing cabinet, and bookcase. A telephone shall be provided for said office, but the Association shall be responsible for reimbursing the Board for the cost of all long distance calls made on the Association's telephone.

**SECTION 4.11      DISTRIBUTION  
OF ASSOCIATION MATERIAL**

The Association may distribute Association literature on College property, provided that there is no interference with College operation. No one shall be allowed to distribute Association materials in a manner which disrupts employees during the performance of their duties. The material so distributed shall not be of an inflammatory, derogatory, accusatory or partisan political nature. The internal mail facilities of the College shall be made available for the distribution of appropriate Association material.

The College agrees that it will provide sufficient space on two (2) bulletin boards to be agreed upon between the College and the Association. The Association agrees that only appropriate materials dealing with Association business shall be posted thereon and that the areas so designated shall be kept in as reasonable an order as is possible by removing outdated material.

**SECTION 4.12  
LIST OF ASSOCIATION OFFICERS**

The Association shall promptly supply the President and Director of Human Resources with an up-to-date list of Association officers, and designated officials, indicating any changes from the previous list.

**SECTION 4.13      SUPPORT STAFF  
SEAT ON COLLEGE COMMITTEES**

The Association President may appoint representatives to all College committees dealing with specific subject matters covered by this Collective Bargaining Agreement including the Calendar, Affirmative Action, Staff Development, Marketing and Insurance Committees. As deemed appropriate by the Association, the Association President may recommend representatives to participate on other College committees.

The Association will be invited to participate with the policy committee of the Board when appropriate in the Board's judgment. Such Association representatives shall act only in an advisory capacity and shall have no voting authority, provided, however, that said Association shall have such membership and such voting authority as is conferred in the provisions of ARTICLE XXI, SECTION 21.10 of this Collective Bargaining Agreement on the Insurance Committee.

**SECTION 4.14 ASSOCIATION ACCESS** The Board agrees that appropriately **TO BARGAINING UNIT EMPLOYEES** designated Association officials may have access to bargaining unit employees. The Association agrees that, in the exercise of such access, it will not interfere with the normal duties of the employees. The Association further agrees that such contact with employees shall take place only during breaks and before or after normal working hours, except in highly unusual circumstances. When such circumstances arise, the Association shall obtain the supervisor's approval for employee contact. Such approval shall not be arbitrarily withheld by the supervisor without good cause shown.

**SECTION 4.15** **NON-INTERRUPTION OF WORK** The Association or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor or condone any strike, slowdown, picketing, boycott or concerted stoppage of work or any other intentional interruption of the College including compliance with requests of any labor organization or chapter thereof, to engage in such activities.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee(s) engage in any of the activities herein prohibited, the Association agrees in good faith to take all necessary steps to induce those employees to cease such action.

Any employee covered by this Agreement who violates the provisions of this SECTION may be disciplined (up to and including discharge) by the Board.

Any staff member who engages in picketing may be disciplined, including discharge, if that member persists in such violation subsequent to receiving one (1) written warning to cease and desist from such conduct from the Director of Human Resources.

Any employee who is disciplined or discharged for violation of the terms of this SECTION shall be accorded the right to file an appeal in accordance with the grievance procedure contained in this Agreement.

During the term of this Agreement, the Board agrees that it will not institute a lockout.

## **Article V**

### **NON-DISCRIMINATION**

Neither the Board nor the Association shall discriminate against any employee on the basis of sex, race, color, creed, national origin, marital status, parental status, age, religion, physical or mental handicap, actual or perceived, sexual preference or Association activity.

The Board, in its employment practices, will continually seek to employ and promote the best qualified individuals while endorsing the principles of affirmative action and will fulfill all of its obligations under federal and state laws regarding equal employment opportunity. Positions shall be filled pursuant to the provisions of ARTICLES VII AND VIII of this Agreement, as applicable.

The Board and the Association also agree not to interfere with the right of any employee covered by this Agreement to become or to refrain from becoming a member of the Association.

The Board and the Association agree that there shall be no discrimination by either party against any employee of the College arising from membership or non-membership in the Association.

## **Article VI**

### **WORK HOURS**

#### **SECTION 6.1**

##### **WORKDAY**

The normal workday shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employee's scheduled hours of work. The normal hours of work shall be no more than five (5) seven and one-half (7-1/2) hour days (except during the summer schedule). The workday may begin on any day of the week and at any hour of the day depending upon the requirements of the College.

Nothing contained herein shall prohibit adjustments hereto on an individual basis as the needs of the College and its Departments require. The College agrees that it shall do so for good reason and not solely to avoid payment of overtime.

Flexible working hours may be requested by all bargaining unit employees and such requests shall not be arbitrarily, capriciously or egregiously denied.

#### **SECTION 6.2**

##### **WORKWEEK**

The normal workweek for employment and payroll purposes shall be one hundred and

sixty-eight (168) consecutive hours beginning at 12:01 a.m. on the Sunday of each week.

The normal College workweek shall be five (5) seven and one half (7-1/2) hour days, or such other schedule, depending upon the scheduling necessitated by the needs of the College which need not be consecutive days and which may begin upon any day of the week and at any hour of the day.

Nothing contained herein shall prohibit adjustments hereto on an individual basis as the needs of the College and its Departments require.

**SECTION 6.3**

**WORKYEAR**

requirements of the Board as determined for any particular year.

The Board shall determine the normal work year on the basis of the needs and

**SECTION 6.4**

**OVERTIME**

time to time, require overtime work by the employees. The Board recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees.

The Board and the Association recognize that the needs of the College will, from

Therefore, the Board agrees that overtime shall become mandatory only after reasonable efforts have been made to obtain volunteers from qualified employees within the department and the employee classification. As nearly as possible, overtime shall be distributed on the basis of seniority rotation, where practical, and with a special view to factors of experience and special capabilities, where applicable.

Overtime shall be considered a condition of employment, and, therefore, continued willful refusal to accept mandatory overtime assignments may result in disciplinary action. The Board recognizes that overtime availability should be, as nearly as possible, equalized throughout the members of departments and job classifications. The Board agrees to attempt, as nearly as possible, to equalize overtime employment for all employees within the same work classifications in the same department every four (4) months.

Therefore, the Board agrees that available overtime employment shall be continually distributed and rotated, as equally as possible, among the bargaining unit employees within the same job classification in the same department. An employee's refusal of an overtime employment assignment shall be charged to the employee in determining overtime rotation and equalization.

When the needs of a department require the assignment of mandatory overtime and after all full-time department personnel have been offered the opportunity to work the overtime, then, in that event, mandatory overtime shall be required of employees on the basis of seniority, with the least senior employee(s) being mandated to so work. Every effort shall be made so that no employee shall be subject to mandatory overtime for a second time until all others in the Department have worked overtime on a reverse seniority basis.

The current overtime schedule and rotation, indicating overtime worked and overtime refused, shall be posted within the department.

All overtime shall be performed only upon prior approval by the employee's supervisor.

The College shall prepare a "ladder of authority" for each department to give certainty as to the identity of the person so authorized to approve overtime.

**SECTION 6.5****OVERTIME COMPENSATION**

In view of the provisions of 6.4, the Board

and the Association agree that authorized overtime employment shall be compensated for as follows:

- A.** For all hours worked in excess of thirty seven and one half (37-1/2) hours up to and including forty (40) hours in a workweek, shall be paid at the employee's straight-time hourly rate; and
- B.** For all hours worked in excess of forty (40) hours in a workweek shall be paid at time and one-half (1-1/2) of the employee's straight-time hourly rate.
- C.** Double time shall be paid for hours worked on Sundays and holidays.
- D.** In determining compensation herein, the parties expressly agree that it is their intent that an employee work or be credited with sick time or personal day time to equal a total of forty (40) hours of straight time work or allocable straight time prior to the payment of overtime pursuant to the provisions of this SECTION. No overtime shall be paid until the forty (40) hour straight time plateau shall have been reached in a given week. The parties agree that employees are specifically prohibited from taking non-paid days off during a week and thereafter working unscheduled hours or days to secure the payment of overtime pay.
- E.** Compensatory time may be provided in lieu of salary and paid at the rate of 1-1/2 hours for each hour of overtime worked and may be accumulated to a maximum of two hundred forty (240) hours. Such compensatory time off shall be taken by the employee within ninety (90) days of the overtime worked. Any compensatory time off which is not taken within ninety (90) days, shall be compensated as a cash payment on the regular payday for the pay period which immediately follows the ninety (90) day period.

F. Nothing contained herein shall prohibit the Board from adopting a policy of hours, work days and work week to meet the needs of the College.

**SECTION 6.6**

**OVERTIME BREAK**

Any employee on overtime shall be entitled to a paid fifteen (15) minute break for each three (3) hours of overtime. Overtime worked after the regular shift shall be paid at no less than one-quarter (1/4) hour.

**SECTION 6.7**

**CALL-BACK PAY**

An employee called back to work on any day after having gone home shall receive a minimum of four (4) hours work at time and one half (1-1/2) that employee's regular straight-time hourly rate. When the time extends into the regular shift, the employee shall receive the normal straight time hourly rate. Such compensation for call-back pay shall be received at a minimum of four (4) hours work at time and one-half (1-1/2) of that employee's regular straight time hourly rate.

**SECTION 6.8**

**STAND-BY**

The Board and the Association generally agree that an employee who is placed on stand-by status shall receive just compensation. The parties agree that an employee placed on stand-by shall receive three (3) hours pay for each eight (8) hour period of such status.

Except in cases of emergency, stand-by compensation shall be limited to eight (8) hours per month to be added to the straight time hours worked by the employee. Stand-by requirements shall be rotated fairly among the employees who normally are required to do the work.

In consideration of such compensation, an employee placed on stand-by status shall notify the appropriate supervisor of the telephone number or numbers to be utilized in establishing contact on that day. The Board may require employees on stand-by status to carry and use paging devices.

Additionally, it shall be the obligation of each employee to notify the Director of Human Resources of any change of address or telephone number within three (3) workdays of the occurrence of the change.

Failure to submit the information required herein, to respond to the call to return to work or to carry the required pager shall subject the employee to discipline up to and including discharge.

**SECTION 6.9**

**SHIFT DIFFERENTIAL**

An employee who works more than one

half (1/2) of their regularly scheduled hours after 3 P.M. and before 8 A.M. shall receive a shift differential increment of \$0.70 added to the base rate of compensation of that employee for all hours worked on the shift.

**SECTION 6.10**

**CHANGE OF HOURS**

The Board and the Association

understand that it is of great importance that the efficient operation of the College be maintained. The parties, therefore, agree that these hours of employment may be changed at the discretion of the Board to ensure such efficient operation.

**A.** The Board agrees that such changes shall not be unreasonably or arbitrarily effectuated and that, whenever possible, the Association shall receive prior notice of such changes sixteen (16) working days in advance, except in an emergency, and a copy of said notice shall be forwarded to the employee.

- B.** The College agrees that it will notify the Association, with a copy forwarded to the employee, thirty (30) days prior to the implementation of any major program change, which may affect employee work hours. The Association shall have the option to request an immediate labor/management meeting to discuss program change and its effect on employee work hours. Whenever possible, the College shall attempt to notify employees and the Association, if appropriate, of the possibility of abrupt changes which might be anticipated and which would affect work hours.
- C.** When conditions and events require a major change in departmental work schedules of more than four (4) hours, as required to meet the conditions and events causing same, bargaining unit employees within a pay grade classification shall have the new hours assigned according to seniority as defined in SECTION 7.1A and B of this Agreement.

Nothing contained in these SECTIONS shall be construed as a guarantee of hours worked per day or per week, except as otherwise provided herein. The College agrees that it shall do so for good reason and not solely to avoid payment of overtime.

## **SECTION 6.11**

### **BREAKS**

Consonant with the needs of the

Departments of the College, as determined

by the supervisors thereof, all full-time employees shall receive either one unpaid sixty (60) minute lunch break or one (1) unpaid thirty (30) minute lunch break, except for employees of the Campus Police Department, who shall receive one (1) thirty (30) minute paid lunch break.

All full-time employees shall receive, without loss of earnings, a fifteen (15) minute break in the first half of the employee's scheduled workday and a fifteen (15) minute break in the second half of the employee's scheduled workday.

Part-time employees shall receive, without loss of earnings, a fifteen (15) minute break for each four (4) consecutive hours of work.

At the sole discretion of the supervisor, an employee may forego the lunch period in order to accommodate special circumstances. Such employees shall not thereafter partake of their lunch at their work stations, nor shall any employee be permitted to forego the lunch break in an effort to shorten the workday. The parties agree that the welfare of the employee and the interests of the College are best served when the employee takes a respite in the middle of the work day.

## **SECTION 6.12**

### **WORK ASSIGNMENT**

and other job related duties as assigned.

It is agreed that each employee shall perform all the duties of a classification

Assignments may be made outside the regular classification of the employee from time to time as College needs require, providing such duties are within the level of skill of the employee. It is understood that such assignment (temporary transfers) shall not be for more than six (6) months. After six (6) months, ARTICLE XI, SECTION 11.1 may apply.

- A.** When an employee is assigned to work temporarily in a higher paying classification, there shall be no change in the rate of compensation for three (3) consecutive work days. Thereafter, if the employee continues to work in the higher paying classification, the employee shall be paid at the rate of compensation ten percent ( 10%) higher than the employee's regular rate of compensation for those days worked in excess of said three (3) consecutive work days, retroactively to the beginning of the assignment.

**B.** When an employee is temporarily assigned to perform the duties of a Technical Professional Exempt employee (TPE) or Administrative employee, the employee shall be paid at the rate of compensation sixteen percent (16%) higher than the employee's regular rate of compensation for those days worked.

Temporary assignment is defined as, and effectuated when, the employee:

- A.** is assigned to perform the required work in a higher classification
- B.** performs a preponderance of the duties of the higher classification.

The parties further agree that such transfers shall not be applied in an arbitrary or discriminatory manner nor shall they be used to circumvent the intent of the job posting and job application provisions of this Agreement.

#### **SECTION 6.13**

#### **CALLING OFF PROCEDURE**

In the event that an employee cannot

attend their work station at the beginning

of their shift, due to illness or other causes, such employee shall telephonically notify their supervisor of their absence as early as possible prior to the start time of their duties, but no later than one (1) hour prior.

In the event that the Supervisor cannot be contacted personally, the employee shall leave a voice message or send an e-mail to the Supervisor's telephone or email account or by another pre-approved method of communication and/or the Human Resources Department in the same manner.

Failure to follow these guidelines may result in progressive discipline, up to and including suspension or termination, for repeated offenses.

## **Article VII**

### **SENIORITY**

#### **SECTION 7.1**

##### **DEFINITION**

###### **A. SENIORITY FOR FULL-TIME EMPLOYEES**

Seniority is the length of continuous service in a bargaining unit position. Upon employment, each employee is to receive a seniority date which is the first day of actual work. If two or more employees have the same seniority date, the date of the employees' applications controls seniority. The employee with the earlier application is senior.

###### **B. SENIORITY FOR PART-TIME EMPLOYEES**

Seniority is the length of continuous service in a bargaining unit position. 1950 hours in pay status shall equal one (1) year of seniority, depending upon the hourly status of the employee.

#### **SECTION 7.2**

##### **APPLICATION OF SENIORITY**

Relative to the application of seniority

under this Agreement, the ability of the

employee means the ability to perform the required work. It shall be the sole responsibility of the Board to fairly determine whether an employee has the requisite ability to perform the required work.

In determining such ability, the Administration of the College shall carefully review work skills, workload and responsibilities, and shall, insofar as applicable and appropriate, utilize the following factors in such evaluation.

- A. Knowledge/Experience**
- B. Training on the Job**
- C. Responsibility**
- D. Judgment and Initiative**
- E. Accountability**
- F. Communication Skills**
- G. Physical Dexterity**
- H. Supervision Given**
- I. Working Environment/Physical and Emotional Demands**
- J. Attendance/Punctuality**
- K. Quality of Work**
- L. Quantity of Work**

Standardized examinations and interviews may also be utilized in evaluating an employee.

Favorable judgment shall not be unreasonably or arbitrarily withheld.

### **SECTION 7.3**

#### **SENIORITY DURING LEAVE**

Seniority shall continue to accumulate for only the first three (3) months of an approved leave of absence, job classification abolition, layoff or disability, except for military leave of absence or work related injury or disability. Upon return to active employment, the employee shall, upon and from the date of return commence to accumulate seniority, which shall be "bridged" to the former periods of seniority.

In the case of a military leave of absence, seniority shall continue for the entirety of the leave, provided that the employee returns to employment with the College within fifteen (15) days of the termination of military service. Work related injury disability shall continue accumulation of seniority for up to six (6) months.

## **SECTION 7.4**

### **SENIORITY LISTS**

The Board shall prepare a seniority list

once a year and deliver it to the

Association no later than October 1 of each year.

## **SECTION 7.5**

### **PROBATIONARY PERIOD**

#### **A. NEW EMPLOYEES**

All new employees shall be considered probationary employees until they complete a probationary period of six (6) months. During the employee's probationary period, the employee shall be represented by the Association except in discharge cases and in cases where the Board determines not to hire a probationary employee into a full-time status because of unsatisfactory work performance. Scheduled breaks in service shall neither vitiate nor sever the probationary period.

#### **B. PROMOTED EMPLOYEES**

A probationary period of not more than forty-five (45) days shall be served by a post probationary employee promoted to any position. If the promoted employee fails to satisfactorily complete the probationary period in the promoted position because of inability to perform the required work, the Board shall place the employee in their previous position.

### **C. WRITTEN EVALUATION**

The determination of the qualifications and ability to perform the employment tasks required shall be effectuated by the written evaluations and written recommendations of the appropriate supervisor. The criteria to be used in such evaluation shall be the same as provided for in SECTION 7.2 of this Agreement.

Approval of such promotion shall not be unreasonably or arbitrarily withheld.

### **SECTION 7.6**

#### **LAY-OFF**

Whenever it becomes necessary, by reason of the elimination of a position, shortage of funds or other material changes in the duties of the position or for reasons of reorganization within any section or department of the College, layoffs of employees shall be effectuated in the following order.

- A. Temporary part-time employees and other irregular employees**
- B. Part-time employees not included in the bargaining unit**
- C. Temporary full-time employees**
- D. Probationary employees in their original probationary period as defined in SECTION 7.5 A of this ARTICLE**
- E. Regular part-time employees included within the bargaining unit**
- F. Regular full-time employees included within the bargaining unit**

When effectuating lay-offs for members of the bargaining unit in an affected classification, such lay-offs shall be in accordance with the seniority of each employee. Those with the lowest seniority shall be the first to be laid off and the seniority list shall move in ascendancy thereafter.

In those cases where layoffs are required due to a shortage of funds, there shall be proportionate layoffs in all categories listed above in A through F, both inclusive. The Board shall give the Association thirty (30) days notice of the intent to effectuate layoffs as provided for in this SECTION. The Board and the Association shall meet in a Labor/Management meeting to discuss such layoffs. In any event, however, the decision as to these layoffs shall rest with the Board. The Board shall not act in an arbitrary, capricious or egregious manner with regard to such layoffs.

**SECTION 7.7**

**PRE-BUMPING**

Any bargaining unit employee subject to being laid off for any reason shall, prior to

the posting of any vacancy, be given first opportunity to fill such vacancy, but only if such employee is fully qualified to fill such vacant position.

**SECTION 7.8**

**BUMPING RIGHTS**

All employees subject to layoff shall be entitled to "bump" another employee in

an effort to maintain their employment with the College. Upon notification by the College to an employee that the employee shall be laid off, the College shall enclose therewith a list of position(s) with the equally least senior employees which the employee may utilize in the exercise of their "bumping" rights.

The list, so furnished by the College, shall be compiled by the Administration and the Association and based upon the qualifications to fully perform the requirements of said position(s), as evaluated by the Administration and Association in light of the factors and elements contained in the comparable worth study which serves as the basis for employment with the College. The list so furnished shall contain the names of the equally least senior employee(s) in those positions for which the employees have been deemed to be fully qualified.

All employees who thus may be subject to being “bumped” shall receive written notification of this possibility and shall further receive, in like manner, a list of those positions held by equally least senior employee(s) into which their qualifications would permit them to “bump”.

The College shall maintain a “bumping” tree.

The determinations by the Administration and the Association as to the qualifications and positions referred to herein shall not be grievable by affected employees.

All such bumping employees shall be given twenty (20) days in which to prove their ability to fully perform the duties of the new position.

## **SECTION 7.9**

### **EMPLOYEE RECALL**

Employees who are laid off and, who voluntarily execute a written request attached hereto as APPENDIX D, to be placed upon a recall list, shall be placed upon such list. Provided that such employees notify the College, in writing, each six (6) months thereafter that they wish to remain on the recall list, such employees shall so remain on the list for a period of twenty-four (24) months. Any employee failing to so notify the designee of the Board on the form attached hereto as APPENDIX D, shall be automatically removed from such list. The College agrees to furnish four (4) copies of such form to each employee so laid off.

Further, each employee so laid off shall, within fifteen (15) days of any change, by written notification inform the College of their new address and telephone number to facilitate the implementation of the recall provisions of this SECTION. Such responsibility shall rest solely upon the employee and the College shall not be liable for the failure of a recall attempt due to a breach of the employee’s responsibility to so notify the College.

Thereupon, any recall of employees from the list shall be in the inverse order of layoff. If an employee is recalled to a position in a lower classification, the employee shall have the right to return to the previous position when a vacancy occurs. If an employee is recalled to a lower classification, the employee shall have the right to refuse recall without jeopardizing the employee's rights to remain on the recall list.

The parties understand that the Board is not required to recall employees on laid off status who were in classifications lower than the job classification to be filled by the recall. It is further understood that the Board is required to notify employees on the recall list from classifications the same as or higher than the classification to be filled by recall. Employees in such higher classifications may exercise the privilege of being recalled if they wish to move down to the classification to be filled.

The Board agrees that it shall hire no new employees and place them in bargaining unit positions until the recall list has been exhausted. To effectuate the call of the entire list, written notification of the recall shall be served upon all employees so listed upon the recall list, at their last known address, by certified mail, return receipt requested. Within seven (7) days after the deposit of said letters with the United States Postal Service, those employees seeking recall for the vacant position shall cause to be filed with the Director of Human Resources of the College a written request to be recalled. Thereupon, the provisions for recall contained herein shall become operative. Failing an effective recall from the list, the College shall be free and empowered to hire new employees into such bargaining unit positions.

## **Article VIII**

### **FILLING OF PERMANENT VACANCIES**

#### **SECTION 8.1**

##### **POSTING**

When employment needs of the College, due to the changes of the position, or the College requires additional employees in any existing positions, such vacancies shall be electronically distributed and shall be posted on bulletin boards at locations accessible to all employees in the bargaining unit for a period of five (5) work days. The job bidding announcement shall provide at least the location of the job, a general description of the duties, minimum requirements, the rate of compensation and the shift (if required). Job bidding announcements for Police positions shall be posted, but all applicants must be tested and will be added to a ranked list. This list shall encompass all eligible candidates for hire as a Police Officer. The eligibility list shall expire after two (2) years, unless the list is exhausted sooner.

#### **SECTION 8.2**

##### **RIGHT TO BID**

Employees covered under this Agreement shall have the right to bid on any vacancy, except Police positions which shall follow the testing and listing procedure as enumerated in ARTICLE VIII, SECTION 8.1 above.

**SECTION 8.3****BIDDING QUALIFICATIONS**

Regular bargaining unit qualified

employees may bid for vacancies or newly

created positions. Those with the most seniority shall be given the first opportunity to be considered for such vacancy. The College agrees that it will award the job to the qualified senior employee bidding, based upon the qualifications and factors contained in ARTICLE VII, SECTION 7.2 of this Agreement, but only if that employee is at least relatively equal in qualifications, ability and physical fitness, where applicable, to the other applicants. However, the determination of the qualifications for any job shall rest with the College subject to the grievance procedure set forth in this Agreement. The College will notify all applicants of the award of the position promptly after approval of a candidate by the Board. "Qualified" not only relates to the job description for the position sought but also includes all of the skills and abilities specified in ARTICLE VII, SECTION 7.2 of this Agreement.

An internal candidate who has demonstrated actions and/or behavior that has resulted in disciplinary action being imposed is not eligible to apply for a new position within the institution if the following conditions are in effect:

- (a.) the employee is currently on a Performance Improvement Plan;
- (b.) the employee has been issued a Written Warning within six (6) months of applying for a new position;
- (c.) the employee has been suspended for two (2) days or more within one (1) year of applying for a new position.

The provisions of this SECTION shall further be subject to the applicable laws dealing with affirmative action and equal employment opportunity.

The applicable provisions relating to original probationary status in a new position shall prevail pursuant to this SECTION.

**SECTION 8.4****NEW EMPLOYEES**

New employees must be included on the Union report that is submitted to the Association every month. The union report shall be submitted to the Association on the Monday following the first payroll of every month. The Board shall notify the Association of the name, address, job classification, date of hire, work phone number, personal phone number, email address, and member status.

**SECTION 8.5****LATERAL TRANSFER**

In the event the senior qualified employee bidding for such vacancy is already classified and working in the same classification as the vacancy, such employee's bid shall be considered a bid for a lateral transfer which request the College will not unreasonably deny. In the event the College intends to deny such bid, it shall first consult with the Association prior to finalizing its decision.

In the event an employee's bid for a lateral transfer is granted, such employee shall be permitted to bid for another lateral transfer after not less than six (6) months in the new position. However, such employee shall not be permitted to request a lateral transfer to a previously held position within eighteen (18) months from leaving said previous position.

Any employee successfully bidding for a lateral transfer to a new position shall retain the current rate of compensation.

The applicable provisions relating to probationary status in a new position shall prevail pursuant to this SECTION.

**SECTION 8.6****COMPENSATION**

Any employee who has been employed for a period of one (1) year or more and successfully bids into a higher paying position shall receive the following increase in compensation:

- A.** One (1) grade level higher: ten percent (10%) or the minimum of the new pay grade, whichever is higher.
- B.** Two (2) grade levels higher: twelve percent (12%) or the minimum of the new pay grade, whichever is higher.
- C.** Three (3) or more grade levels higher: sixteen percent (16%) or the minimum of the new pay grade, whichever is higher.

Any employee who was red-circled in that employee's previous position and who successfully bids into an equal or higher paying classification shall be entitled to keep the red-circled rate if it is higher than the promotion increase.

Employees who bid on positions in a lower pay grade shall receive a 10% salary decrease or be placed at the minimum of the new salary grade whichever is greater.

## **Article IX**

### **DISCIPLINE**

#### **SECTION 9.1**

##### **TYPE OF DISCIPLINE**

Title IX proceedings shall not be covered by the disciplinary provisions of the collective bargaining agreement and shall be covered by the guidelines of the United States Department of Education. Because Title IX proceedings may result in discipline, a bargaining unit member is entitled to Union representation and a representative of their choice during any interview or meeting they are asked to participate in relating to a Title IX complaint. During Title IX hearings, the unit member will only be allowed to have one representative present. The bargaining unit member will have the choice to have a Union representative, a representative provided by the College or the employees own representative in a Title IX complaint.

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise and, in so doing, to make use of, whenever possible, the provisions of the informal evaluation provided for in ARTICLE X, SECTION 10.2-C. However, the Board and the Association recognize that, from time to time, lugubrious circumstances will arise which require the just dispensation of discipline. The parties agree, however, that disciplinary action shall be for just cause shown and will be performed in a timely and progressive manner. All discipline shall be issued in a private and confidential manner. The types of discipline agreed to by the parties are as follows:

## **A. ORAL WARNING**

The oral warning shall be delivered to the employee by the supervisor within ten (10) business days. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof, the Union President shall receive a copy of the memorandum and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

## **B. WRITTEN WARNING**

## **C. SUSPENSION**

## **D. DISCHARGE**

## **SECTION 9.2**

### **PRE-DISCIPLINARY MEETING**

For discipline other than oral warnings,

the Board shall notify the Association and

schedule a pre-disciplinary meeting with the employee and the Association 10 business days from the alleged offense or infraction. Upon the second written warning for the same alleged offense or infraction, the meeting hereinafter described shall be mandatory. At this meeting, the Board shall inform the employee of the reason(s) for the contemplated discipline. The employee and the Association designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Association designated representative, the supervisor involved and the designee of the Director of Human Resources. No other persons shall be present.

There shall be compliance with the provisions of this SECTION prior to the imposition of any discipline provided for in SECTION 9.1, subparagraphs B, C and D thereof.

**SECTION 9.3        NOTIFICATION  
AND MEASURE OF DISCIPLINE**        All levels of disciplinary action against an employee shall be done so in writing and to the extent possible be done in a consistent manner with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Association 10 business days after the Pre-Disciplinary meeting, except in the case of an oral warning wherein the provisions of SECTION 9.1A of this ARTICLE are applicable. Once the Board has determined the measure of discipline, for that offense only, it shall not be increased for such offense. The disciplinary action taken for the particular offense as regards the affected employee shall not be a precedent for any conduct of a similar nature for any other employee.

**SECTION 9.4**        Any employee who is being considered  
**SUSPENSION WITH PAY**        for disciplinary action may be suspended with pay pending the completion of the investigation and review of the facts and circumstances of the case and the imposition of any discipline.

**SECTION 9.5        EXCEPTIONS  
TO PROGRESSIVE DISCIPLINE**        An employee may be terminated without progressive discipline for conduct which is flagrant, egregious or otherwise non-remediable, as outlined in the Board's Policies and Procedures, but only following the Pre-disciplinary Hearing provided for in SECTION 9.2.

**SECTION 9.6**        To the extent permitted by law, all campus  
**POLICE OFFICER BILL OF RIGHTS**        police will be afforded all rights and protections as provided under the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/, as amended.

## **Article X**

### **EMPLOYEE TRAINING, EVALUATIONS AND PERSONNEL FILES**

#### **SECTION 10.1**

##### **TRAINING**

The Board and the Association recognize the need for training and development of employees to provide more efficient and effective services, and to give employees the opportunity to develop their skills and potential. In recognition of this principle, the Board shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in the employees' work assignments and periodic changes therein, including, where applicable, procedural manuals. From time to time it may be necessary to utilize the expertise of other employees to effectuate this training. The Board hereby subscribes to the general principles of career ladders and promotions from within, whenever appropriate and feasible.

#### **SECTION 10.2**

##### **PERFORMANCE APPRAISAL**

The Board shall undertake a program of employee performance appraisal for each employee within the bargaining unit. Such evaluation shall be prepared by a non-bargaining unit supervisor with responsibility for the employee's performance. Such supervisor shall, to the extent possible, have knowledge of and experience with the employee's performance.

## **A. PROBATIONARY EMPLOYEES**

The Board shall cause the undertaking of two (2) written evaluations for employees who are serving in their original probationary period. The first evaluation shall be prepared at or about the 90th day of employment of such employee and the second evaluation shall occur prior to the tenth (10th) working day preceding the end of the six (6) months probationary period.

The evaluations shall consider the performance of the duties assigned to the employee utilizing those factors contained in ARTICLE VII, SECTION 7.2 of this Agreement.

## **B. NON-PROBATIONARY EMPLOYEES**

Such program shall result in the written evaluation of each employee at least every twelve (12) months after the conclusion of the original probationary period of six (6) months.

The evaluations shall consider the performance of the duties assigned to the employee utilizing those factors contained in ARTICLE VII, SECTION 2 of this Agreement.

A copy of each evaluation shall be given to the employee subsequent to a discussion concerning it between the supervisor and the employee. The employee shall sign a copy of each evaluation which shall be kept by the supervisor to indicate receipt by the employee. The employee shall retain one (1) copy with the remaining two (2) copies being placed in the files of the employee's supervisor and the Human Resources Department. The act of signing by the employee shall not indicate concurrence in the evaluation.

### **C. INFORMAL EVALUATION**

Employees and supervisors may, from time to time, meet in informal performance evaluation conferences. The purpose of such informal meetings shall be to discuss work related problems, to improve the work performance of the employee and to result in greater job satisfaction and productivity. The supervisor shall devote the time necessary to aid the employee in achieving these goals. Nothing contained herein shall prohibit an employee from requesting such informal meetings.

### **D. WRITTEN EVALUATION FORM**

If a new performance evaluation form is to be used by the College, a copy shall be furnished to the Association thirty (30) days prior to the implementation of its use.

### **E. EMPLOYEE DISAGREEMENT**

For good cause, any employee who disagrees with the performance evaluation authorized by the appropriate supervisor may grieve pursuant to the provisions of this Agreement.

## **SECTION 10.3**

### **PERSONNEL FILES**

The Director of Human Resources shall

maintain a separate personnel file which shall include all written materials concerning discipline but not contain a supervisor's notes and records relating to grievances and arbitrations. Personnel records so maintained shall be among the records used in proceedings affecting the status of an employee.

Materials to be placed in a personnel file by the appropriate supervisor shall bear that supervisor's name and shall be dated upon the date of placement. Copies of materials so placed in a personnel file shall be delivered to the affected employee.

Employees shall have the right, upon written request, to review the contents of their own personnel file and may, when they deem it appropriate, submit statements concerning any material contained in such file. Any statements so submitted by an employee shall be made part of the file for so long as the material giving rise to the employee's response remains in the file. A copy of the response shall be served upon the appropriate supervisor or other person who originally placed the material in the file which gave rise to the response.

**SECTION 10.4**

**REMOVAL OF DISCIPLINE**

Any disciplinary action, except as

provided below, including written

reprimands or other such personnel actions dealing with tardiness, absenteeism, abuse of sick leave, or calling off procedure shall be removed from an employee's personnel file after one (1) year if the employee has received no additional discipline for the same offense. All other disciplinary actions, other than those listed above herein, should there be satisfactory improvements in the employee's performance, shall be removed from the personnel files within two (2) years of last occurrence. Provided, however, that any and all discipline imposed for Title VII and Title IX discrimination, harassment and those actions covered by Board Policy 410.1 shall remain in the employee's personnel file for four (4) years.

## **Article XI**

### **CLASSIFICATION REVIEW**

#### **SECTION 11.1**

##### **APPEAL PROCESS**

- A.** An employee or supervisor may request review of a pay grade or classification. A rationale for the review must be submitted in writing to the Association President and the Director of Human Resources along with the request. Any requests initiated by an employee must also be submitted to the supervisor. The Association President and the Director of Human Resources will have fifteen (15) business days in which to respond in writing.
- B.** If the employee is not satisfied with the response of the Director of Human Resources, the employee may submit additional rationale to the President of the Association. The Association may accept or reject the request. If the Association rejects the request, the request goes no further.

If the Administration, through its supervisor, is not satisfied with the response of the Director of Human Resources, the supervisor may submit the rationale and request to the Designee of the President. If the Designee rejects the rationale and request, the appeal will go no further. If the rationale and request are approved by the Designee, the appeal will be moved to the Association President for Review.

- C. The review committee shall be comprised of a Human Resources Manager, the Association President and the Director of Human Resources. The review committee shall hear the appeal, weigh the evidence with regard to consideration of only those job factors and elements set forth in the comparable worth study with respect to an evaluation of job functions and requirements and decide upon the merits of such appeal. The decision shall be final and binding upon both parties and shall not be grievable.
- D. An employee may appeal pursuant to this Article not more than once every six (6) months.
- E. An employee who is upgraded to a higher position shall receive the following increase in compensation:
  1. One (1) grade level higher: ten percent (10%) or the minimum of the new pay grade, whichever is higher.
  2. Two (2) grade levels higher: twelve percent (12%) or the minimum of the new pay grade, whichever is higher.
  3. Three (3) or more grade levels higher: sixteen percent (16%) or the minimum of the new pay grade, whichever is higher.

## **Article XII**

### **HEALTH AND SAFETY**

#### **SECTION 12.1**

##### **APPLICABILITY**

The Board agrees that it shall take all reasonable means to provide a safe, salubrious and hazard free workplace for its employees.

No employee shall be required to work under conditions which are unsafe or hazardous. However, unless the work is a clear and present danger to the employee's safety, the employee, notwithstanding their ergasiophobia shall perform the work as required or directed and may grieve the requirement to perform unsafe work.

#### **SECTION 12.2      ACCESS TO INFORMATION AND RECORDS**

The Board agrees that the Association may have access to current material data

compliance reports required to be filed by the Board under applicable law.

The Board further agrees, upon the written authorization of an employee covered by this Agreement, that the Association may have access to those applicable injury and illness records maintained by the Board for OSHA and worker compensation purposes, as they relate to that specific employee.

**SECTION 12.3****EMPLOYEE WORK REFUSAL**

In the event any employee refuses to perform any such work under this SECTION, the employee shall receive no pay for work not performed, unless the work is found to be unsafe. In the event the work is found to be unsafe through the grievance procedure, the employee shall receive pay for all time lost as a result of not performing such work.

No employee shall utilize the provisions of this ARTICLE for the purpose of causing any concerted activity prohibited in this Agreement nor to refuse to perform work or effectuate the withdrawal of services.

**SECTION 12.4****PROTECTIVE EQUIPMENT**

Upon the express understanding that employees are required to wear protective equipment provided by the Board, the Board agrees to provide employees, where appropriate, with necessary euthenic protective equipment, including, but not limited to, safety glasses, work shoes, hard hats and helmets for employees who operate the all terrain vehicle (ATV) or a bicycle.

Neglect or willful refusal to wear such provided necessary protective equipment shall result in either the filing of a grievance by the board or by resort to discipline up to and including discharge.

**SECTION 12.5****ERGONOMIC EQUIPMENT**

The College and the Association also recognize the need to furnish ergonomic equipment as per OSHA requirements to enhance the environment, safety and productivity of College employees. In recognition thereof, the College agrees to honor accepted standards.

## **Article XIII**

### **OFFICE AUTOMATION AND REORGANIZATION**

#### **SECTION 13.1**

##### **NOTIFICATION**

In accordance with the provisions of ARTICLE III, MANAGEMENT RIGHTS, the Board may implement programs of reorganization and automation in order to improve the workplace and the productivity of the employees.

The Board agrees to give reasonable notice of such programs to the Association and the employees within the bargaining unit covered by this Agreement.

#### **SECTION 13.2**

##### **TRAINING**

When changes in operations due to technological innovations occur, or when federal or State mandates are imposed, the Board shall give first consideration to the utilization of affected employees in the changed operations.

If the affected employees do not possess the requisite skills, knowledge or required credentials to perform the required work in the new operation, the Board shall endeavor to provide the necessary training to such employees during work hours at the Board's expense, considering the needs of the Department. However, such training and acquisition of skills must be attainable within twenty (20) work days, or within the period specified by the provider of the equipment or machinery as the time period within which the skills should be attainable. When the provider's time period for the acquisition of such training or skills is more than twenty (20) work days, then the provider's time period shall prevail.

If an employee does not sufficiently complete the training or acquire the skills or satisfy the mandates in the time periods herein specified, then, in that event, the Board shall fill the positions in the newly implemented operations as otherwise provided in this Agreement.

**SECTION 13.3      JOB LOSS DUE  
TO TECHNOLOGICAL CHANGE**      If the job of any employee is eliminated because of the implementation of new technological innovations, the Board shall, in the following order, endeavor to:

- A.** place the employee in a classification comparable in level to the eliminated original classification; or
- B.** place the employee in a lower classification if no comparable classification is available. The employee's compensation rate shall be red circled, as defined herein in ARTICLE 1, SECTION 1.5 until the compensation rates of the other members of that lower classification reach the compensation level of such red circled employee; or
- C.** follow the procedure under ARTICLE VII, SECTION 7.6, LAYOFF.

**SECTION 13.4  
POLICE TRAINING INSTITUTE**      All campus police officers who receive training at the Police Training Institute paid for by the Board of Trustees of the College shall serve two (2) continuous years of employment at the College. If an officer resigns before completing two (2) years of employment, the officer must reimburse the College for the costs of tuition associated with providing such training.

## **Article XIV**

### **WORK RULES, UNIFORMS AND TOOLS**

#### **SECTION 14.1**

##### **WORK RULES**

Whenever the Board changes work rules, issues new work rules or makes permanent changes in employees' shift assignments, the Association will be given at least thirty (30) days notice before the effective date of such changes. The Board and the Association shall meet in a Labor/Management meeting to discuss such matters. A copy of the new or changed rules or shift assignments will be posted or given to the affected employees before the changes take effect.

#### **SECTION 14.2**

##### **UNIFORMS AND TOOLS**

The Board's practice of providing uniforms and tools to certain employees shall remain in effect without change during the term of this Agreement. The Board shall provide all tools, equipment and materials in good working condition to perform any task in a safe manner.

Work uniforms shall be provided by the Board to any employee the College deems to require a work uniform based on the nature of the job, such as those in Physical Plant and Campus Police.

Physical Plant staff shall receive an initial issue of a minimum of two (2) long sleeve shirts, two (2) short sleeve shirts and four (4) pants. Thereafter, the Board shall maintain that quantity throughout the duration of employment. Uniforms will be assessed on a regular basis to ensure a professional image of the College and replaced as needed.

Maintenance Staff shall receive one (1) jacket with liner for spring and fall season use, as well as, one (1) coat for winter season use every two years.

The Board shall provide the Maintenance staff with steel toe work boots once per year with a price not to exceed \$130. Maintenance staff shall purchase steel toe work boots at a store of their choice and be reimbursed for that purchase with the original sales receipt.

The Board shall provide the Campus Police staff with one (1) level 3 ballistic vest every five (5) years and an annual allowance in the amount of eight hundred dollars (\$800) to purchase necessary uniform related items. Campus Police staff must contact the Chief of Police for the name of the vendor that has been selected to provide uniforms to the College. Campus Police staff shall provide an itemized list/sales receipt of uniforms and related items from the selected vendor to the Chief of Police in order to process the receipt for payment to the vendor. Amount needed to equip a new hire may exceed the annual allowance amount.

Employees shall notify their supervisors of any and all matters dealing with uniforms equipment and materials affecting the manner in which the assigned employment tasks are performed.

### **SECTION 14.3**

#### **MAINTENANCE OF LICENSURE**

Any employee in a position requiring a driver's license or commercial driver's

license must inform their supervisor if their license is suspended or revoked. Failure to report the suspension or revocation of a license within three (3) business days may result in a suspension of up to three (3) days.

Suspension or revocation of a driver's license or CDL will result in progressive discipline. The employee has six (6) months to regain their driver's license or CDL. The employee will be relegated to non-driving status until their license is reinstated.

Failure to regain a driver's license or CDL within six (6) months shall result in termination of employment.

## **Article XV**

### **GRIEVANCE PROCEDURE**

#### **SECTION 15.1**

##### **OBJECTIVE**

It is the declared objective of the Association and the Board to encourage the prompt resolution of the grievances and complaints of both the Board and its College Administration and of staff members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

#### **SECTION 15.2**

##### **DEFINITION OF GRIEVANCE**

A grievance shall mean a complaint by an employee, a group of employees or the Association, that there has been a violation or misinterpretation of the specific terms of this Agreement, of official policies approved in writing by the Board or written departmental work rules, which may, from time to time, be in effect and which apply to these parties or individuals.

However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action, provided that any stated exceptions to the Board's sole and exclusive rights shall be grievable under this grievance procedure.

#### **SECTION 15.3**

##### **PRE-GRIEVANCE CONSULTATION**

The Board and the Association agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when

the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis, by an Association representative and a representative of the College.

In such cases, the employee may contact either the Association president or the Grievance Chair to set forth the problem area. Thereupon the Association representative shall contact either the employee's immediate supervisor or the administrator in charge of the implementation and enforcement of this Agreement as designated by the President of the College.

If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step 1 shall commence. Such consultation is optional.

#### **SECTION 15.4**

#### **GRIEVANCE STEPS**

The following four (4) step procedure is the exclusive remedy for employees and

the Association concerning all matters arising under this Agreement. The designee of the Board at each successive Step provided for in this procedure shall be someone who has more authority than the person at the previous Step. Whenever the designated representative of the College appears in more than one (1) Step because of the organizational structure of the College, the President shall designate some other person to perform at the next succeeding Step level. If the President would be the appropriate College designee at Step 2, the President would designate some other person to act at that Step. The President of the College, or a selected representative, will always be the designated College representative in Step 3.

When the Board or its designee files a grievance, the grievance shall be signed by the Chairperson or Vice-Chairperson of the Board and the individual co-grievant, if any.

The College agrees to develop a grievance "ladder" for each segment of the work force so that certitude in the grievance procedure will be accomplished.

All grievances shall be processed as follows:

**STEP 1.**

An employee covered by this Agreement or the Association, in the case of any Association grievance, shall submit the grievance in writing on the grievance form attached hereto as APPENDIX E, to the immediate supervisor. The supervisor shall arrange for a meeting with the grievant and Association's designated representative within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof.

The supervisor shall provide a written answer to the employee within five (5) working days after such meeting.

**STEP 2.**

If the grievance is not settled in Step 1 and the grievant or the Association, in the case of an Association grievance, wishes to appeal, the grievance may be referred by the grievant, in writing, to the department head of the division (or to any other person designated by the Board) within five (5) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant and/or the Association representative, normally the Grievance-Chair.

The department head of the division, or an appointed Designee, shall discuss the grievance within five (5) working days with the grievant, the Association and the College, at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the department head shall issue a written agreement signed by the grievant, the department head and the Association representative.

If no settlement is reached, the department head of the division or the Designee, shall give a written answer to the grievant and the Association within five (5) working days following their meeting.

### **STEP 3.**

If the grievance is not settled in Step 2 and the grievant or the Association desires to appeal, it shall be referred in writing by the grievant or the Association to the President of the College, or a Designee, within five (5) working days after the department head's answer in Step 2. The President, or the Designee, shall, within five (5) working days, discuss the grievance with the grievant and the Association representative at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the President, or the Designee, shall issue a written agreement signed by the grievant, the President or Designee and the Association representative.

If no settlement is reached, the President, or the Designee, shall give a written answer to the grievant and the Association within five (5) working days following their meeting.

### **STEP 4.**

If the grievance is not settled in accordance with the foregoing procedure, the grievant and the Association may serve notice of intention to arbitrate within five (5) working days after receipt of the answer in Step 3.

The party seeking arbitration shall so communicate that intention to the President of the College upon the form attached hereto as APPENDIX F. Thereupon, the

parties shall attempt to mutually agree upon an arbitrator within five (5) working days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) working days period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The parties shall alternately strike individually, the names of three (3) arbitrators. The grievant or the Association shall strike the first name. The College shall then strike the next name, each in rotation, until a single name shall remain, who shall be the arbitrator.

However, if the Board or the Association desires to strike all names on this panel of arbitrators and to request a new panel, it may do so no more than once. The arbitrator shall be notified of the selection by a joint letter from representatives of the Board and the Association requesting that the arbitrator set a time and place, subject to the availability of the Board and the Association representative.

However, notwithstanding the above and foregoing, with regard to the disposition of grievances involving termination of employee(s) who have completed their probationary period, upon determination by the Association, that a breach of the contract may have occurred, the grievance procedure will be initiated at Step 3. If the grievance is not settled at Step 3 and proceeds to Step 4, all terms and conditions of Step 4 will remain in effect.

## **SECTION 15.5**

### **AUTHORITY OF ARBITRATOR**

The arbitrator shall have no right to alter,

amend, modify, nullify, ignore, enlarge,

add to, delete, subtract from or change the provisions of this Agreement, applicable work rules or any applicable Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law.

The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement, Board policy, or applicable work rules involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and staff members and shall be immediately implemented. Nothing contained herein shall prohibit the parties from appealing the arbitrator's decision to a court of competent jurisdiction.

**SECTION 15.6****EXPENSE OF ARBITRATION**

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in South Holland, Illinois.

**SECTION 15.7****TIME LIMITS FOR FILING**

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the grievant had knowledge, or should have had knowledge, of the alleged violation giving rise to the grievance. Time limits may be extended only by written mutual agreement. Failure to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant or the Association to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant or the Association of any further rights to grieve the subject matter. Such failure shall act as a bar to any further action thereon with regard to the subject matter of that grievance as it related to that grievant in that grievance only.

**SECTION 15.8****TIME OF THE ESSENCE**

The parties agree that the objective of time limits as provided for herein is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this ARTICLE and the SECTIONS thereof.

The parties desire and mutually agree that the provisions of this ARTICLE and all SECTIONS hereunder shall be strictly construed.

Upon the asserted failure of either party to perform any act required by the time specified, the parties shall jointly submit the matter of such failure to expedited binding arbitration as provided in ARTICLE XV, SECTIONS 15.4 and 15.11, Step 4 of each.

**SECTION 15.9****INDIVIDUAL AND BOARD GRIEVANCE**

It is agreed that under the provisions of this Agreement there may be occasions when grievances by the Board, its administration and its administrators against the Association or an employee may arise. It is therefore understood and agreed that when, in their judgment, it is desirable to utilize the grievance and arbitration procedures of this Agreement against the Association or an employee, the procedures of the following SECTIONS shall be observed.

**SECTION 15.10****PRE-GRIEVANCE CONSULTATION**

The Board and the Association agree that a number of potential grievances may be avoided if the Board and its Administration are able to discuss defined problem areas with the affected employee or the Association. In such cases the Board and its Administration shall consult with the affected employee and the employee's supervisor, where appropriate. There may be occasions, however, when the Board and its

Administration believe that, although the defined problem might be resolved by such discussions, it is in the interests of the employee that discussions be held directly with the Association. In such case, discussions on an informal basis may be initiated with either the President of the Association or the Grievance Chair by the administration supervisor or the administrator designated by the President of the College to administer and enforce this Agreement.

Such consultation shall be optional. If the employee elects to refrain from meeting with the appropriate supervisor or the administration representative, then, in that event, the supervisor or the administration representative shall meet with the designated Association representative.

If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step 1 shall commence.

## **SECTION 15.11**

### **GRIEVANCE STEPS**

The following four (4) step procedure is

the exclusive remedy for the Board, the

Administration or an individual administrator concerning all matters arising under this Agreement. The Designee of the Association, at each successive Step provided for in this procedure, shall be someone who has more authority than the person at the previous Step.

All grievances shall be processed as follows:

**STEP 1.**

The Board, its Administration or any administrator who has a grievance shall submit it in writing upon the grievance form attached hereto as APPENDIX G, to the Grievance Chair of the Association. The Grievance Chair shall arrange for a meeting with the grievant and the designated representative of the Board within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof. The Grievance Chair shall provide a written answer to the Board and the grievant, if any, within five (5) working days after such meeting.

**STEP 2.**

If the grievance is not settled in Step 1 and the grievant wishes to appeal, the grievance may be referred by the grievant, in writing, to the President of the Association within five (5) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant and the Board or Administration.

The President of the Association shall discuss the grievance within five (5) working days with the grievant and the Board or the Administration representative at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the President of the Association shall issue a written agreement signed by the grievant, the Board, the Administration or its representative.

If no settlement is reached, the President of the Association shall give a written answer to the grievant, the Board or the Administration within five (5) working days following their meeting.

### **STEP 3.**

If the grievance is not settled in Step 2 and the grievant, the Board or the Administration desires to appeal, it shall be referred in writing by the grievant, the Board or the Administration, to the President of the Local, or the Designee, within five (5) working days after the answer of the President of the Association in Step 2. The President of the Local or the Designee shall, within five (5) working days, discuss the grievance with the grievant, the Board or the Administration at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the President of the Local, or the Designee, shall issue a written agreement signed by the grievant, the Board or the Administration.

If no settlement is reached, the President of the Local, or the Designee, shall give a written answer to the grievant, the Board or the Administration within five (5) working days following their meeting.

### **STEP 4.**

If the grievance is not settled in accordance with the foregoing procedure, the grievant, the Board or the Administration may serve notice of intention to arbitrate within five (5) working days after receipt of the answer in Step 3.

The party seeking arbitration shall so communicate that intention to the President of the Local upon the form attached hereto as APPENDIX H. Thereupon, the parties shall attempt to mutually agree upon an arbitrator within five (5) working days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) working day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The parties shall alternately strike, individually, the names of three (3) arbitrators. The grievant or the College

shall strike the first name. The Association shall then strike the next name, each in rotation, until a single name shall remain, who shall be the arbitrator.

However, if the Board or the Association desires to strike all names on this panel of arbitrators and to request a new panel, they may do so no more than once. The arbitrator shall be notified of the selection by a joint letter from representatives of the Board and the Association requesting that a time and place be set, subject to the availability of the Board and the Association representative.

## **SECTION 15.12**

### **MISCELLANEOUS PROVISIONS**

- A.** All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, employees shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.
- B.** Forms, mutually agreed upon, for the filing of grievances shall be prepared by the College and given appropriate distribution so as to facilitate the operation of the grievance procedure. The forms for filing grievances are attached hereto as APPENDICES E and G. Such forms shall be numbered and recorded upon a grievance docket to be maintained by the Director of Human Resources.
- C.** Nothing contained in this ARTICLE shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- D.** Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.

- E. The Association shall inform the College in writing of all persons authorized to settle grievances on a Step or advance grievances to the next step. Only such persons shall settle or advance such grievances. The answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
- F. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Association. No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
- G. Any grievance settled at Step 1 shall not set a precedent.
- H. When the Association files a grievance involving an individual Association member or a group of Association members, such grievance shall be signed by the Association President or the Grievance Chair.
- I. Any individual who files a grievance, whether that individual is a member of the administrative staff of the College or is an Association member, shall sign such grievance. Groups of individuals shall each individually subscribe a joint grievance.
- J. The filing or pendency of any grievance under the provisions of this ARTICLE shall not prevent the Board and its Administration from taking the action complained of, subject however, to the final decision on the grievance.
- K. The grievance and arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act or concerning which the Association is not authorized to represent employees covered by this Agreement.

L. Nothing contained in this ARTICLE or elsewhere in this Agreement shall be construed to deny to the Board, the Administration, College administrators or any employee their rights under applicable law, or resolutions, rules or regulations having the force and effect of law.

## **Article XVI**

### **EMPLOYEE TUITION**

#### **SECTION 16.1**

##### **PURPOSE**

The Board and the Association agree that it is in the interests of the College, the staff and the general public served by the College that the level of educational attainment of the employees of the College, their spouses and dependents be facilitated and enhanced to the greatest degree possible. To that end, the Board agrees to the provisions of SECTIONS 16.2, 16.3 and 16.6 of this ARTICLE, subject to Board Policy Decisions in effect at the time of the Agreement.

#### **SECTION 16.2**

##### **TUITION/BOOK WAIVER**

All employees covered by this Agreement, their unemancipated children and legal spouses residing in the same household may enroll in courses and programs offered by the College and shall receive a tuition waiver, the one time application fee, the student development fee, book fees, online fees, laboratory fees, with the exception of private applied music courses, in which cases the maximum laboratory fees to be waived by the College shall be fifty dollars (\$50.00). For the purposes of this Agreement, all covered employees, their unemancipated children and legal spouses, as defined herein, shall be considered as "in-district" residents. As used herein, unemancipated children shall mean children totally dependent upon their parent(s) and living in the same household with their parents or in the household of one of the parents in the case of legal or other separation or divorce.

All employees shall receive a book waiver for required non-consumable textbooks(s) and ebooks for their classes at South Suburban College. The waiver will be used for text books only and the non-consumable text books shall be returned to the bookstore by the last day of the exam schedule. If the employee does not return the text books, the employee shall be billed for the full cost thereof.

Additionally all qualified retired support staff may enroll in courses and programs offered by the College and shall receive a tuition waiver, the one-time application fee, the student development fee and all applicable laboratory fees, with the exception of private applied music courses, in which cases the maximum laboratory fees to be waived by the College shall be fifty dollars (\$50.00).

**SECTION 16.3**

**TUITION WAIVER FOR SURVIVORS**

The Board agrees that if an employee

covered by this Agreement who worked

for the College for the last five (5) continuous years dies, that employee's legal spouse and unemancipated children under the age of twenty-five (25) may enroll in courses and programs offered by the College, and, unless the spouse remarries, shall be reimbursed an amount equal to in-district tuition, one time application fee, the student development fee and laboratory fees. The spouse and unemancipated children of the deceased employee under the age of twenty-five (25) shall be limited to a maximum of seventy (70) semester hours and six (6) special interest courses.

**SECTION 16.4**

**DOCUMENTATION**

Registration for courses as provided for

in this ARTICLE are subject to the

requirement that a Tuition Waiver be completed at the time of registration. Such forms shall be made available from the Office of Human Resources.

**SECTION 16.5** Qualified employees may enroll in any  
**ENROLLMENT TIME LIMITS** courses provided by the College, which  
the employee may attend through the utilization of the lunch break provided for by this  
Agreement. However, the employee's lunch period may not exceed one (1) hour.

Approval of the appropriate supervisor for such an enrollment shall be applied for in writing and with reasonable notice, and the approval of such supervisor, considering departmental needs, shall not be unreasonably, arbitrarily nor egregiously withheld.

If such approval is obtained and the enrollment and matriculation takes place, then, in that event, the employee shall be required to utilize the one (1) fifteen minute break provided for in this Agreement as and for a lunch period.

**SECTION 16.6** The Board and the Association recognize  
**EDUCATION REIMBURSEMENT** the value of the human resources of the  
College and wish to:

- A.** Encourage employees to use the educational resources of the College
- B.** Acknowledge employees who achieve improvement through education
- C.** Affirm the commitment of the College to programs that lead employees to new levels of accomplishment; and
- D.** Affirm the value of the associates degree, certificates and diplomas awarded by the College.

Accordingly, each employee who has been continuously employed for a period of one (1) year prior to the receipt of any stipend provided for in this SECTION, who works at least thirty (30) hours per week for at least the full academic year, shall be entitled to receive a one-time only monetary stipend for completion of an Associate Degree, Certificate Program (requiring a minimum of fifteen (15) semester credit hours and having been previously approved by the Director of Human Resources and appropriate Vice President), High School Equivalency Diploma (GED) Certificate, Bachelor's Degree or Master's Degree. The following criteria shall apply to the awarding of such stipends:

- A.** An employee will be eligible for only one stipend at each level of educational attainment.
- B.** Employees currently holding one or more of the above degrees or certificates are ineligible for stipends for those degrees or certificates. Stipend awards are not retroactive from the date of this Agreement.
- C.** A stipend may be awarded only for the next higher level of educational attainment.  
No stipend will be awarded for lower level attainment.

Stipends will be awarded according to the following schedule:

GED Certificate	\$500.00
Certificate Program	\$500.00
Associate Degree	\$800.00
Bachelor's Degree	\$1,000.00
Master's Degree	\$1,500.00

An employee pursuing a Bachelor's Degree and who is working at least thirty (30) hours per week for at least the full academic year shall be eligible for a tuition reimbursement in the amount of \$1,500.00 per fiscal year.

An employee pursuing a Master's Degree and who is working at least thirty (30) hours per week for at least the full academic year shall be eligible for tuition reimbursement in the amount of \$2,000.00 per fiscal year.

Stipends and tuition reimbursements shall be considered for the above achievements accomplished at an accredited institution of higher education, which is part of an approved program of studies leading to the attainment of a Bachelor's or Master's Degree, provided however that the employee shall maintain no less than a grade of "C", in each of the courses so undertaken. Expenses eligible for reimbursement shall include and be limited to tuition and fees associated with the completion of the course.

It is understood that all course work for the above stipend related achievements will be taken after the employee's normal work day and the employee shall make every attempt to schedule classes during non-work hours. In the event such classes can only be scheduled during working hours, the employee may, with prior approval of the immediate supervisor, be allowed to use personal or vacation days to attend classes. Such approval will be allowed or disallowed according to the needs of the department, the decision of which shall not be grievable under the terms of this Agreement. In no event will such approval be arbitrarily, capriciously or egregiously denied by the supervisor.

Stipends will be awarded upon successful completion of the program. Certification of such completion will be made by the Director of Human Resources and appropriate Vice President based upon verification of achievement from the accredited certificate or degree granting institution.

## **SECTION 16.7**

### **STAFF DEVELOPMENT**

The current Staff Development Program shall remain in effect during the term of this Agreement.

The Association shall appoint two (2) members to the Staff Development Committee. Staff development programming shall be provided to support staff members as is provided to all other College employees.

In the event that staff development programming is eliminated, the Board shall notify the Association President and grant the Association the right to develop its own in-service day each year. All employees shall receive paid time off to attend the in-service day.

## Article XVII

### LEAVES OF ABSENCE

#### SECTION 17.1

##### BEREAVEMENT LEAVE

Employee shall be entitled to up to five (5) work days leave without loss of salary for the purpose of attending all related events. If additional days are necessary, an employee may use any unused personal business days which the employee is entitled to receive. If more days are needed, the President of the College or the Designee may allow, at their discretion, an employee to use accumulated sick leave.

In the event of the death of a child, all Bargaining Unit Members shall be entitled to use a maximum of ten (10) calendar days for bereavement activities related to the death of a biological, adopted, foster or step child, a legal ward, or the child of a person standing in loco parentis. Such leave shall be for the purpose of attending a funeral or funeral alternative, to make arrangements necessitated by the death of a child, or grieve the death of a child. Leave as set forth in this paragraph shall be taken within sixty (60) days of the faculty member learning of the child's death and requires at least forty-eight (48) hours notice to the College. Requests for verification or leave necessitated by the death of more than one (1) child in a twelve-month period shall be governed by The Child Bereavement Leave Act P.A. 99-703, as amended. Up to five (5) days of bereavement leave shall be without loss of salary. The remaining five (5) days of bereavement leave shall be unpaid. Bargaining Unit Members may choose to utilize personal business days for the remaining five (5) days, but such use shall not extend the bereavement leave beyond a total of ten (10) calendar days.

In the event of the death of any other member of an employee's family, the employee shall be entitled to up to three (3) work days leave without loss of salary for the purpose of attending all related events. If additional days are necessary, an employee may use any unused personal business days which the employee is entitled to receive. If more days are needed, the president of the College or the Designee may allow, at their discretion, an employee to use accumulated sick leave.

The term "employee's family" shall be defined as a parent, grandparent, grandchild, spouse, mother-in-law, father-in-law, child, brother or sister, brother-in-law or sister-in-law, spouse's grandparents, domestic partner, parents of a domestic partner or a relative living in employee's household.

In the event of the death of a co-worker or any member of the immediate family of a co-worker, employees requesting to be excused from work shall, at the sole discretion of the supervisor, be so excused without loss of pay so that such employees might attend said funeral.

Personal business day(s) may be taken to attend the funeral of relatives not specifically listed above. In the event that an employee has previously used their personal business days or if additional day(s) are needed, the President of the College or the Designee may allow an employee to use accumulated sick leave.

## **SECTION 17.2**

### **LEAVE FOR JURY DUTY**

All employees subpoenaed as witnesses

or summoned as jurors shall notify their

immediate supervisor the next workday following receipt of such subpoena or summons. The employee shall show the subpoena or summons to the supervisor who shall record appropriate information. Whenever such employee receives such late notice that it is

impossible to notify the appropriate supervisor prior to responding to the subpoena or summons, the employee shall notify the supervisor as soon as is reasonably possible.

Employees so subpoenaed or summoned to appear during a normal work day shall be paid their normal salary during such appearances. Employees shall not be granted paid time off if subpoenaed for personal court appearances. The employee may use their benefits under SECTION 17.7 (Personal Business Leave) and SECTION 18.1 (Vacation). Compensation paid pursuant to such subpoena or court summons shall be retained by the employee.

Upon return to work after release from such appearance or service, a copy of the release provided by the court shall be supplied to the supervisor.

### **SECTION 17.3**

#### **LEAVE FOR MILITARY DUTY**

- A.** A full-time employee of the College shall be granted a leave of absence if the employee is drafted or enlists during the period the Selective Service Law is in effect in the United States. The leave shall apply only to the initial draft or enlistment and not to any additional voluntary stay in the Armed Forces. In accordance with the Selective Service Regulations, upon release from active duty the staff member shall be re-employed by the College.

The period of years on active duty in the Armed Forces shall apply to vertical movement on the salary schedule, shall be considered as continuous service but shall not apply to probationary status. However, all service for the College previously rendered shall be “bridged” to the service rendered by the employee subsequent to the period of time spent in the military service.

B. Any full-time employee who is a member of a reserve component of the Armed Forces, the Illinois National Guard or Illinois Naval Militia, shall be allowed annual leave with one-half (1/2) pay for up to two (2) weeks, or one-half (1/2) pay for only those days served, if less than two (2) weeks, to fulfill the military reserve obligation. Such leaves shall be granted without loss of seniority or other accrued benefits.

**SECTION 17.4      HEALTH, HARDSHIP      AND PARENTING LEAVE**      Bargaining unit employees who have been employed by the College for a period of two (2) consecutive years may receive an unpaid leave of absence for a period of time, not to exceed one (1) year, for the restoration of health, parenting, or the alleviation of hardship for the bargaining unit employee or the bargaining unit employee's immediate family. During said leave of absence, the bargaining unit employee shall be allowed to participate in the College's group insurance policies if permitted by the insurance contract; provided the bargaining unit employee pays the full cost of such participation.

The health, hardship or parental leave shall run concurrently with any other leave to which the bargaining unit employee may be entitled by law or policy. Not more than one (1) leave provided herein shall be permitted in any five (5) year period.

The employee on leave shall, at least thirty (30) days before the expiration of the leave, serve notice upon the College as to whether or not the employee shall timely return from the leave. Such notice shall be served upon the College as is provided elsewhere in this Agreement. Failure of the employee to return to work at the end of the leave provided for in this SECTION shall constitute irrevocable job abandonment.

If the position from which the employee took leave is vacant, said employee shall return to that position. If the position is not vacant or available, then the employee shall return to any position for which the employee is qualified with equivalent or similar pay. If no such position is available, the provisions of SECTION 7.7 (Pre-Bumping) of this Agreement shall apply.

**SECTION 17.5**

**MEDICAL LEAVE**

All full-time employees shall be credited with twelve (12) days of medical leave at

the beginning of employment to be used or absences caused by illness, accident, or physical disability which prevents the employee from performing assigned duties. Medical leave may also be applied to absence from an employee's assigned duties resulting from the illness or injury of an immediate family member.

During the probationary period, medical leave may be used, if necessary, at the rate of one (1) day per month. Commencing with the second year of full-time employment and each year of full-time employment thereafter, employees shall be granted twelve {12} medical leave days up to a maximum of four hundred nineteen (419) days.

A full-time employee who has exhausted medical leave as a result of a serious illness or accident which requires absence for an extended period of time will be permitted to borrow no more than a total of fourteen (14) additional medical leave days which the employee will be credited with, providing that any full-time employee who leaves the employment of the Board while owing for medical leave borrowed in the past shall repay the Board for such medical leave, and, if this is not repaid, the amount of obligation will be deducted from any funds due from the College.

Any full-time employee who has exhausted paid medical leave shall be allowed to participate in group insurance policies, provided that the employee pays the full cost for participation therein until said employee returns to their employment. In the event of three (3) or more consecutive work days of absence, or five (5) days of medical absence within a month, the Board shall require a statement from the employee's physician indicating the nature of the condition. In the event of seven (7) or more consecutive work days of medical absence an employee shall be required to provide a statement from the employee's physician indicating the nature of the condition indicating that they are fit to return to work before they can return to work.

Regular Part-time employees shall accrue medical leave on a prorated basis. Medical leave shall be recorded to the nearest quarter day or full day.

Vacation leave and personal business leave do not accumulate after an employee has exhausted medical leave and is unable to return to work.

## **SECTION 17.6**

### **MEDICAL LEAVE BANK**

The Board authorizes the Association to establish and manage a "Medical Leave Bank". The Medical Leave Bank is a voluntary bank of support staff members' sick leave days administered by the Union's Medical Leave Bank Committee, which may be used for serious illness only by participating support staff. The employer and Union agree that the employer shall, pursuant to the direction of the Union's Medical Leave Bank Committee, accept donations of employees' sick days to the medical leave bank, shall hold these days, and further, pursuant to the direction of the Union's Medical Leave Bank Committee, and to the availability of days in the Medical Leave Bank, distribute days from the Medical Leave Bank.

Support Staff members shall absolve and hold harmless, in all respects, the Board of Trustees, the Administration, the Association and the Medical Leave Bank Committee regarding the establishment and implementation of the Medical Leave Bank provisions of this Agreement.

**SECTION 17.7**

**PERSONAL BUSINESS LEAVE**

Each full-time employee shall be permitted,

without loss of salary, three (3) days each

year for personal business days. Permission from the supervisor shall be required and the supervisor shall be notified twenty-four (24) hours in advance, where possible. The permission of the supervisor shall not be arbitrarily, unreasonably or egregiously withheld.

Unused personal business days may be accumulated up to five (5) days and any days in excess of five (5) days shall be forfeited.

Personal business days do not accumulate during the period when an employee has exhausted medical leave and is unable to return to work.

Part-time employees shall be granted one (1) personal business day per year.

## **SECTION 17.8**

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

Any bargaining unit member considering a leave under the FMLA shall consult the Office of Human Resources.

The Board shall adhere to the provisions of the Family Medical Leave Act (FMLA).

The following definitions shall apply:

**ELIGIBLE EMPLOYEE:** A bargaining unit member who has been employed by the College for at least one (1) year and who works at least One Thousand Two Hundred Fifty (1,250) hours in that year.

**IMMEDIATE FAMILY MEMBER:** An employee's child, grandchild, spouse or parent living in the employee's household.

**CHILD:** A bargaining unit member's biological, adopted, foster child, step child or a legal ward who is under the age of eighteen (18) years or, if older than eighteen years of age, who is incapable of self care due to a mental or physical disability.

**FMLA LEAVE YEAR:** A rolling twelve (12) month period, measured forward from the first date a bargaining unit employee utilized any FMLA leave. An employee may take no more than one (1) twelve week total leave in such year.

**SECTION 17.9****CONVENTION LEAVE**

The Board agrees that up to two (2)

members of the Association who have

been elected as official delegates to the biennial convention of the American Federation of Teachers shall be granted leaves of absence, without loss of pay, where applicable, to attend such convention.

The Board further agrees that up to two (2) members of the Association who have been elected as official delegates to the annual convention of the Illinois Federation of Teachers shall be granted leaves of absence, without loss of pay, where applicable, to attend such convention.

The Board and the Association agree that the maximum number of workdays with pay granted to the Association under the provisions of this SECTION shall be four (4) per year and no more.

The parties understand that the Illinois Federation of Teachers annual convention takes place on weekends only. The Association agrees that if any change takes place in the scheduling of the two (2) conventions which are the subject of this SECTION, it shall notify the Board within seven (7) days of receipt of such information. Thereupon, if the effect of the change is to increase the number of paid days required to attend such conventions, then in that event, the provisions of this SECTION shall preclude the granting of additional days with pay to attend such conferences.

**SECTION 17.10 FAIRNESS IN  
PREGNANCY ACT (AS AMENDED)**

South Suburban College is firmly committed to protecting the rights of expectant mothers and complying with Title VII of the 1964 Civil Rights Act as amended by the Pregnancy Discrimination Act of 1978. South Suburban College's policy is to treat women affected by pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including recruitment, hiring, training, promotion and benefits.

Further, South Suburban College fully recognizes eligible employees' rights and responsibilities under the Family and Medical Leave Act, applicable state and local family leave laws, and the Americans with Disabilities Act. A leave of absence may be granted in accordance with the College's Personal Health or Family Hardship when an employee is unable to work as a result of illness or injury, pregnancy, childbirth, maternity or pregnancy-related medical conditions.

Pregnant employees may continue to work until they are certified as unable to work by their physician. Requests for reasonable accommodations for conditions related to pregnancy and childbirth can be requested. At that point, pregnant employees are entitled to receive benefits according to leave policy provisions.

When the employee returns to work, she is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. Should the employee not return to work when released by her physician, she will be considered to have voluntarily terminated her employment with South Suburban College.

## **Article XVIII**

### **VACATION LEAVE**

#### **SECTION 18.1**

##### **APPLICATION**

and be utilized pursuant to the provisions of this ARTICLE.

Vacation leave for regular full-time and

regular part-time employees shall accrue

#### **SECTION 18.2**

##### **ENTITLEMENT**

Vacation leave for regular full time  
employees who have been employed by  
the College for six (6) months of continuous service shall receive vacation leave according  
to the following schedule.

<b>FULL YEARS OF SERVICE</b>	<b>NUMBER OF VACATION DAYS</b>
0-3	10 days per year
4	11 days per year
5-7	16 days per year
8-9	17 days per year
10	18 days per year
11	19 days per year
12-14	20 days per year
15-20	21 days per year
21 or more	22 days per year

A “day” shall consist of the number of hours an employee is scheduled to work.

Vacation days shall be calculated in hours. Employees shall be granted their vacation hours pursuant to the table below. Any employee that leaves the employment of the Board with a negative vacation hours balance shall repay the Board for such vacation leave and, if this is not repaid, the amount of the obligation shall be deducted from any funds due to the employee from the College.

FULL YEARS OF SERVICE	NUMBER OF VACATION DAYS	HOURS WORKED PER WEEK	HOURS PER DAY	VACATION IN HOURS
0-3	10 days per year	37.5	7.5	75
		35	7	70
		30	6	60
		20	4	40
4	11 days per year	37.5	7.5	82.5
		35	7	77
		30	6	66
		20	4	44
5-7	16 days per year	37.5	7.5	120
		35	7	112
		30	6	96
		20	4	64
8-9	17 days per year	37.5	7.5	127.5
		35	7	119
		30	6	102
		20	4	68
10	18 days per year	37.5	7.5	135
		35	7	126
		30	6	108
		20	4	72
11	19 days per year	37.5	7.5	142.5
		35	7	133
		30	6	114
		20	4	76
12-14	20 days per year	37.5	7.5	150
		35	7	140
		30	6	120
		20	4	80
15-20	21 days per year	37.5	7.5	157.5
		35	7	147
		30	6	126
		20	4	84
21 or more	22 days per year	37.5	7.5	165
		35	7	154
		30	6	132
		20	4	88

**SECTION 18.3****HOLIDAYS**

Whenever a holiday falls within the time that an employee is on vacation, the employee may either accrue the day or add the day to the period of the current vacation.

**SECTION 18.4****VACATION SCHEDULING**

Before taking vacation, an employee must fill out a Request for Planned Absence Form. Failure to complete the Form may result in disciplinary action. On an annual basis the supervisor shall give thirty (30) days notice to all members of their department that a vacation request list will be distributed. The supervisor shall establish a procedure for the distribution and circulation of the vacation request list or schedule meetings with each member of the department by seniority. All dates will be blocked out during periods of time when vacation may not be taken. The list must be finalized two weeks after being initiated. Employees may change their dates if no other employee has reserved the dates. In the event the dates are reserved an employee may not take another employee's dates regardless of seniority. Employees shall be allowed to schedule vacation days not chosen on the vacation request list during the year according to the needs of the department. Requests for vacation shall not be arbitrarily, unreasonable or egregiously denied by the supervisor.

**SECTION 18.5****PART-TIME EMPLOYEES**

Regular part-time employees shall participate in the above vacation schedule on a prorated basis. Vacation for regular part-time employees shall accrue from the date of hire and shall be utilized within the scheduled workyear for each employee.

## SECTION 18.6

Unused vacation up to a maximum of ten

## UNUSED VACATION

(10) days may be carried over to the next

year by regular full-time employees who work a full calendar year. Full-time employees who work on the full academic year may carry over a maximum of five (5) vacation days. Regular part-time employees who work the full calendar year or who work the full academic year may carry over a maximum of five (5) vacation days as prorated according to the provisions of SECTION 18.5 above. The term "year" as used herein is the year calculated between seniority dates of hire.

Any vacation days accumulated in excess of thirty (30) and not taken within twelve (12) months of the employee's seniority date shall be forfeited. Exceptions may be made if a written request is made to the appropriate Vice President. Upon separation of employment, other than retirement, no more than thirty (30) days may be paid out.

All eligible employees who anticipate retirement within five (5) years pursuant to the provisions of the State Universities Retirement System (SURS), who have filed a letter of intent to retire in the Office of Human Resources will be permitted to accrue a maximum of fifty-six (56) earned days of vacation as provided for under the SURS provisions. Any vacation days accumulated in excess of fifty-six (56) and not taken within twelve (12) months of the employee's seniority date shall be forfeited. Upon retirement from employment, no more than fifty-six (56) days may be paid out.

## SECTION 18.7

Vacation leave up to three (3) days may

## PROBATIONARY VACATION

be taken during the original probationary

period, except that no vacation days shall be taken within the first three (3) months of said probationary period.

**SECTION 18.8****RESTRICTIONS**

Employees are allowed to use leave only as the days are earned. Only under unusual circumstances will an employee be allowed to borrow vacation leave that has not been earned. Such borrowing must have the approval of the immediate supervisor.

Vacation, medical and personal leave can be taken in one (1) hour increments.

**SECTION 18.9      VACATION PAY****ENTITLEMENT UPON SEPARATION**

Unused earned vacation shall be paid to employee upon termination of their service with the College, provided that such employee shall have completed at least one (1) year of continuous service and shall have given two (2) weeks written notice prior to the date of leaving said service with the College.

## **Article XIX**

### **SEVERANCE PAY**

#### **SECTION 19.1**

##### **APPLICABILITY**

required to discharge bargaining unit employees as a consequence of shortage of funds, departmental reorganization, the introduction of new machinery, methods or procedures, including time or work efficiency studies, or the reduction of any Board operation. It is the desire of the Board to provide some relief for the employees so discharged by these provisions through severance pay.

The Board and the Association recognize

that, from time to time, the Board may be

#### **SECTION 19.2**

##### **ENTITLEMENT**

the provisions of this SECTION.

The entitlement of discharged employees

to severance pay shall be according to

<b>SERVICE AS OF DATE OF SEVERANCE</b>	<b>SEVERANCE PAY</b>
Less than One (1) Year	None
One (1) Year to Five (5) Years	One (1) Day per Year
Six (6) Years to Ten (10) Years	Two (2) Weeks
Eleven (11) Years to Fifteen (15) Years	Three (3) Weeks
Sixteen (16) Years or More	Four (4) Weeks

#### **SECTION 19.3**

##### **EXCLUSIONS**

discharged for cause, who voluntarily withdraws from employment or who is deemed to have abandoned employment for any reason provided for in this Agreement.

The provisions of this ARTICLE shall not

be applicable to any employee who is

Further, any employee who is laid off and who elects to terminate layoff status by accepting severance pay, thereby relinquishing any rights under this Agreement to recall or other benefits or entitlements, may do so upon written notification of the election to take severance pay duly served upon the College.

## **Article XX**

### **HOLIDAYS**

#### **SECTION 20.1**

#### **HOLIDAYS OBSERVED**

The paid holidays observed for employees under this Agreement shall be:

**Martin Luther King Jr.'s Birthday**

**Presidents Day**

**General Casimir Pulaski Day**

**The Friday before the Sunday after the full moon that occurs on or after the spring equinox on March 21. If the full moon falls on a Sunday, the following Friday is given as a holiday.\***

**Memorial Day**

**Juneteenth Day**

**Independence Day**

**Labor Day**

**Columbus Day**

**Veterans Day**

**Thanksgiving Day**

**Thanksgiving Friday**

**Christmas Eve**

**Christmas Day**

**New Year's Eve**

**New Year's Day**

Such holidays as are dependent upon and result from official acts of the National and State governments shall continue to be paid holidays under this Collective Bargaining Agreement. Any such holidays which shall be removed from such status by acts of the National or State governments shall, upon such action, be deleted from this Collective Bargaining Agreement as paid holidays.

\*Formerly known as “Good Friday” prior to judicial abolition.

**SECTION 20.2**

**HOLIDAYS ON WEEKENDS**

The Board subscribes to the general policy that when a holiday falls on a Saturday or on a Sunday that the observance of those holidays should fall upon the Friday before or the Monday after respectively.

Time worked on the observed holiday shall be paid at double time rates. Time worked on the actual holiday shall be paid at the appropriate rate in light of all attendant circumstances including, but not limited to whether or not the employee worked on the observed holiday.

However, the Board reserves the right to deviate from such general principles when the requirements of the College, in light of the academic calendar, necessitate such action. The Board shall publish a calendar for the school year with sufficient information as to inform the employees of the scheduled observance of holidays.

**SECTION 20.3**

**ELIGIBILITY**

All regular full-time and regular part-time employees shall receive paid holidays which fall within their regular yearly work schedule.

The Board and the Association further agree that said summer hour program shall consist of four (4) workdays with the following work schedule:

<b>Employee Work Schedule</b>	<b>Summer Hours</b>
40 hours per week	32 hours per week
37.5 hours per week	30 hours per week
35 hours per week	28 hours per week
30 hours per week	24 hours per week
25 hours per week	20 hours per week
20 hours per week	16 hours per week

#### **SECTION 20.4**

##### **SUMMER DISCRETIONARY HOLIDAYS**

During the summer months, if a holiday falls upon a Friday, Saturday or Sunday, a discretionary holiday shall be granted by the Board. The procedures for utilizing such a discretionary holiday shall be the same as provided for the making of a vacation request. Any such discretionary holidays must be taken within the fiscal year in which they were granted.

#### **SECTION 20.5**

##### **SUMMER WORKWEEK**

The Board of Trustees and the Support Staff Association agree that the summer hour program shall continue during the term of this Agreement. The parties further agree that the grant of summer hours for the term of this Collective Bargaining Agreement is not binding upon the Board for years beyond those specified and shall not constitute a past practice for which a claim can be made for the granting of summer hours in future years beyond those specified.

It is further agreed and understood that all Employees shall be paid at their base rate of pay without reduction.

Provided however, that to facilitate the enrollment and registration of new students during summer hours, according to the needs of the below specified departments or divisions, employees may be required to work on Fridays during this period of time. When so required, the Monday following shall be allotted for each employee as a free day within the summer hour program upon such arrangements as are made with the immediate supervisor of said departments.

The departments affected shall include but not be limited to: Maintenance, Campus Police, Admissions, Financial Aid, Information Technology, Counseling, Business and Accounting Services and for any other area, department or division deemed necessary and appropriate to the facilitating of the registration and enrollment of students.

The College, through its individual administrators, will work with the employees and the Association to effect a smooth and effective implementation of this program in a joint effort to facilitate any possible increase in student enrollment, which benefits all parties concerned.

**SECTION 20.6****HOLIDAY CLOSURE**

For FY 2022/2023, the holiday closure shall begin at the end of the work day,

Wednesday, December 21, 2022 and resume on Tuesday, January 3, 2023.

For FY 2023/2024, the holiday closure shall begin at the end of the work day, Wednesday, December 20, 2023 and resume on Tuesday, January 2, 2024.

For FY 2024/2025, the holiday closure shall begin at the end of the work day, Thursday, December 19, 2024 and resume on Thursday, January 2, 2025.

For FY 2025/2026, the holiday closure shall begin at the end of the work day, Friday, December 19, 2025 and resume on Friday, January 2, 2026.

## **Article XXI**

### **INSURANCE**

#### **SECTION 21.1**

##### **ELIGIBILITY**

All regular full-time employees and all employees who work at least thirty (30) hours per week for at least the full academic year shall participate in the insurance programs provided by the College. Such employees may elect dependent coverage at their own expense.

#### **SECTION 21.2**

##### **COVERAGE**

The group hospitalization, life insurance, dental insurance and vision insurance plans in effect at the time of this Agreement shall be continued for the full term hereof, provided, however, that the Insurance Committee, by virtue and through its autonomous authority as provided for and delineated in SECTION 21.11, retains the exclusive right to change insurance carriers or to otherwise provide for coverages maintained at the discretion of the Insurance Committee.

Hospitalization insurance shall become effective according to the plan of insurance then in effect.

#### **SECTION 21.3**

##### **BOARD CONTRIBUTION**

The Board of Trustees and the Association agree that the sole responsibility and obligation of the Board is to provide and fund those monies provided for and known as Flexible Insurance Dollars as designated in this Collective Bargaining Agreement for use by eligible bargaining unit members, at their discretion, for the payment of insurance

premiums for medical, dental, vision and life insurance coverages provided by this Agreement.

Effective July 1, 2022 the Board shall provide Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400) per year per employee, including dependent coverages, if any. All costs above Fourteen Thousand Four Hundred and 00/100 (\$14,400) as adjusted from time to time, shall be borne by each employee.

Effective July 1, 2023 the Board shall provide Fourteen Thousand Eight Hundred and 00/100 Dollars (\$14,800) per year per employee, including dependent coverages, if any. All costs above Fourteen Thousand Eight Hundred and 00/100 (\$14,800) as adjusted from time to time, shall be borne by each employee.

Effective July 1, 2024 the Board shall provide Fifteen Thousand Two Hundred and 00/100 Dollars (\$15,200) per year per employee, including dependent coverages, if any. All costs above Fifteen Thousand Two Hundred and 00/100 (\$15,200) as adjusted from time to time, shall be borne by each employee.

Effective July 1, 2025 the Board shall provide Fifteen Thousand Six Hundred and 00/100 Dollars (\$15,600) per year per employee, including dependent coverages, if any. All costs above Fifteen Thousand Six Hundred and 00/100 (\$15,600) as adjusted from time to time, shall be borne by each employee.

All eligible employees shall be required to participate in one of the South Suburban College employee medical, dental, vision and life insurance plans. Any other insurance coverages offered by the College shall be at the option of the employee, the cost of which shall be borne by said electing employee as specified herein.

**SECTION 21.4****DEPENDENT COVERAGE**

Employees may elect dependent coverage for medical, dental, and vision insurance. The expense of such coverage beyond the Flexible Insurance Dollar limits as provided in SECTION 21.3 above shall be paid by the employee making the election.

If an employee authorizes deduction, the Board agrees to deduct premiums paid by employees toward dependent coverage from the requesting employee's gross salary.

**SECTION 21.5****LIFE INSURANCE**

Effective upon the date of hire of each such eligible bargaining unit employee who works at least thirty (30) hours per week, the Board shall provide group term life insurance for each such member covered by this Agreement in the amount of \$50,000.00 provided as part of those Flexible Insurance Dollars provided for in SECTION 21.3 hereof. All life insurance coverage shall lapse when employment ceases or the law provides.

The ability to effectuate such coverage will be dependent upon underwriting guidelines as may be prescribed by the provider of life insurance benefits.

**SECTION 21.6****DENTAL INSURANCE**

All employees who work thirty (30) hours or more per week shall receive individual dental coverage as part of the health plan of insurance then in effect at the date of hiring of an employee.

**SECTION 21.7** All employees covered by this Agreement shall be provided with coverage as provided by the Insurance Committee, as part of those Flexible Insurance Dollars provided for in SECTION 21.3 hereof. Vision insurance lapses the last day of the month in which employment ceases.

**SECTION 21.8** The College shall participate in the insurance plans as provided for by the Insurance Committee for the duration of this Agreement.

**SECTION 21.9** The monthly insurance rates to be charged for all covered insurances shall be determined by the Insurance Committee. In no case shall the rates be less than those set by the provider.

In all cases, premiums for employee and dependent insurance shall be paid from the flexible insurance dollars described above.

**SECTION 21.10** The Insurance Committee shall be maintained for the purpose of monitoring and recommending insurance plans such as the health, medical, dental, vision, and life insurance plans for South Suburban College.

Composition of the Insurance Committee shall consist of one (1) Administrator to be nominated by the College President, three (3) Support Staff employees to be nominated by the Association President, and three (3) Faculty members, to be nominated by the Faculty Association President. Adequate release-time shall be granted to employees who

serve on the Insurance Committee in the event that: (1) changes in a major carrier may be needed; and/or (2) the chairman of the Committee can demonstrate that release time is warranted.

Ratification of the nominees and thus final appointment to the Committee shall be subject to the jointly agreed upon approval of the College President, the Association President and the Faculty Association President. The College shall provide adequate fiduciary/employee benefit liability protection to Insurance Committee members for the services they perform in conjunction with their Committee duties.

The Committee shall meet as may be required to complete the duties with which it is charged. A quorum of four (4) members shall be a requirement for the holding of any meeting, for the transaction of any business or for voting upon any issue.

It shall be the responsibility of the Insurance Committee to:

- A.** Review periodically the effectiveness and fiscal soundness of the insurance plans available to SSC employees;
- B.** Monitor the insurance plans available in an attempt to contain costs at all times while maintaining high quality plans; and

The Committee shall have access to any and all information which is available to the College, its insurance carriers and consultants and required by the Committee to complete its mission and charge as provided for herein above.

**SECTION 21.11****OPT OUT PROVISIONS**

Effective at the next open enrollment

period subsequent to the effective date

of this agreement, all employees will annually be given the opportunity to opt out of the medical, dental and vision insurance plans provided by the College. This provision does not apply to the basic term life insurance policy offered by the College.

The employee must show proof of the new insurance coverage, such as a valid insurance card or insurance declaration, before they are permitted to opt out. Falsification of the new insurance information submitted to the College shall be subject to progressive discipline, up to and including termination. Employees that have chosen to opt out under this provision shall be allowed to opt back into the College's insurance plans during the next open enrollment period.

Proof of life changing circumstances is required to be submitted to re-enter the College's medical, dental and vision insurance plans when it is not open enrollment time. Documentation of a life changing event such as a marriage certificate, civil union certificate, loss of spousal coverage, birth certificate, death certificate, divorce decree, legal separation decree or adoption papers shall be provided to the College within thirty (30) days of the event to obtain re-entry to the plans. Falsification of life changing event information submitted to the College shall be subject to progressive discipline, up to and including termination.

Evidence of a serious change in health circumstances shall not create a life changing event subject to the parameters of this provision.

The entire amount of unpaid Flex Dollars from the employee(s) opting out will be placed in a Group Health Benefit Pool to defray the cost of unmet premiums equally across all bargaining unit members who have unmet premiums not covered by Flex Dollars. The money accrued in the Group Health Benefit Pool will apply in the following benefit year. Recommendations as to how the Pool shall be administered and how the money in the Group Health Benefit Pool is to be applied will be made by the Joint Insurance Committee and will be forwarded to the Board of Trustees for approval.

## **Article XXII**

### **COMPENSATION**

#### **SECTION 22.1**

##### **EMPLOYEE COMPENSATION**

shall be determined and paid according to the following provisions:

- A.** Commencing on July 1, 2022, there shall be, for the term of this Agreement, four (4) compensation adjustments for all employees covered by said Agreement corresponding the following four (4) compensation adjustment periods (CAPS):

#### **COMPENSATION ADJUSTMENT PERIOD 1: JULY 1, 2022**

Each employee shall receive a 4% salary increase.

#### **COMPENSATION ADJUSTMENT PERIOD 2: JULY 1, 2023**

Each employee shall receive a 2.9% salary increase.

#### **COMPENSATION ADJUSTMENT PERIOD 1: JULY 1, 2024**

Each employee shall receive a 2.9% salary increase.

#### **COMPENSATION ADJUSTMENT PERIOD 1: JULY 1, 2025**

Each employee shall receive a 2.9% salary increase.

- B.** Both parties agree that whatever compensation increases have been bargained for and agreed to by both Parties shall be granted by the Board; however, the Parties understand and agree that only those compensation increases as are specifically provided for in the Agreement shall be those to which there is reasonable expectation by the employees and that any future increases are strictly negotiable, with the Board and Association having the right to agree or not to agree to future compensation increases. The Parties mutually agree and understand that the

provisions made herein for compensation increases on a regular basis shall not be considered or construed to be incremental or step increases.

In the event that this Agreement shall terminate and until a new Agreement shall have been negotiated, then, within that period of time, the rate of compensation in effect at the termination of this Agreement shall continue in effect, without modification, and without reasonable expectation of modification until the new Agreement is reached.

The intention herein is that whatever has been bargained and agreed to by both parties shall be honored by both parties but neither party can have a reasonable expectation of that which has not been bargained and agreed to.

**C.** Effective July 1, 2022 the minimum compensation in each pay grade shall be as follows:

<b>FY 2022-2023</b>			
<b>GRADE</b>	<b>35 HOURS PER WEEK</b>	<b>37.5 HOURS PER WEEK</b>	<b>HOURLY RATE</b>
Grade I	\$31,905	\$34,184	\$17.53
Grade II	\$32,724	\$35,061	\$17.98
Grade III	\$33,251	\$35,627	\$18.27
Grade IV	\$34,125	\$36,563	\$18.75
Grade V	\$34,980	\$37,479	\$19.22
Grade VI	\$35,745	\$38,298	\$19.64
Grade VII	\$38,620	\$41,379	\$21.22
Grade VIII	\$39,767	\$42,608	\$21.85
Grade IX	\$41,805	\$44,792	\$22.97
Grade X	\$43,953	\$47,093	\$24.15
Grade XI	\$46,428	\$49,745	\$25.51
Grade XII	\$48,740	\$52,221	\$26.78
Grade XIII	\$51,233	\$54,893	\$28.15
Grade XIV	\$53,544	\$57,369	\$29.42

<b>FY 2023-2024</b>			
<b>GRADE</b>	<b>35 HOURS PER WEEK</b>	<b>37.5 HOURS PER WEEK</b>	<b>HOURLY RATE</b>
Grade I	\$32,833	\$35,178	\$18.04
Grade II	\$33,670	\$36,075	\$18.50
Grade III	\$34,216	\$36,660	\$18.80
Grade IV	\$35,108	\$37,616	\$19.29
Grade V	\$36,000	\$38,571	\$19.78
Grade VI	\$36,782	\$39,410	\$20.21
Grade VII	\$39,749	\$42,588	\$21.84
Grade VIII	\$40,914	\$43,836	\$22.48
Grade IX	\$43,025	\$46,098	\$23.64
Grade X	\$45,227	\$48,458	\$24.85
Grade XI	\$47,775	\$51,188	\$26.25
Grade XII	\$50,159	\$53,742	\$27.56
Grade XIII	\$52,725	\$56,492	\$28.97
Grade XIV	\$55,091	\$59,027	\$30.27

<b>FY 2024-2025</b>			
<b>GRADE</b>	<b>35 HOURS PER WEEK</b>	<b>37.5 HOURS PER WEEK</b>	<b>HOURLY RATE</b>
Grade I	\$33,779	\$36,192	\$18.56
Grade II	\$34,653	\$37,128	\$19.04
Grade III	\$35,217	\$37,733	\$19.35
Grade IV	\$36,127	\$38,708	\$19.85
Grade V	\$37,037	\$39,683	\$20.35
Grade VI	\$37,856	\$40,560	\$20.80
Grade VII	\$40,895	\$43,817	\$22.47
Grade VIII	\$42,097	\$45,104	\$23.13
Grade IX	\$44,281	\$47,444	\$24.33
Grade X	\$46,537	\$49,862	\$25.57
Grade XI	\$49,158	\$52,670	\$27.01
Grade XII	\$51,615	\$55,302	\$28.36
Grade XIII	\$54,254	\$58,130	\$29.81
Grade XIV	\$56,693	\$60,743	\$31.15

<b>FY 2025-2026</b>			
<b>GRADE</b>	<b>35 HOURS PER WEEK</b>	<b>37.5 HOURS PER WEEK</b>	<b>HOURLY RATE</b>
Grade I	\$34,762	\$37,245	\$19.10
Grade II	\$35,654	\$38,201	\$19.59
Grade III	\$36,236	\$38,825	\$19.91
Grade IV	\$37,183	\$39,839	\$20.43
Grade V	\$38,111	\$40,833	\$20.94
Grade VI	\$39,003	\$41,789	\$21.43
Grade VII	\$42,078	\$45,084	\$23.12
Grade VIII	\$43,334	\$46,430	\$23.81
Grade IX	\$45,555	\$48,809	\$25.03
Grade X	\$47,884	\$51,305	\$26.31
Grade XI	\$50,578	\$54,191	\$27.79
Grade XII	\$53,108	\$56,901	\$29.18
Grade XIII	\$55,819	\$59,807	\$30.67
Grade XIV	\$58,331	\$62,498	\$32.05

## **Article XXIII**

### **RETIREMENT**

#### **SECTION 23.1**

##### **SSC RETIREMENT PLAN**

South Suburban College Retirement Plan as follows:

- A.** An eligible employee must have at least ten (10) years seniority at the College, and be eligible for retirement under the provisions established by the State Universities Retirement System (SURS).
- B.** The employee must file an irrevocable letter of intent to the President or the Designee no later than three (3) months preceding the date the retirement.
- C.** During each year of retirement plan, the retiree shall receive an amount equal to 22.5% of the retiree's base compensation for the last year of full-time employment.
- D.** The Plan shall terminate after five (5) years of participation therein, or upon the death of the retiree, whichever shall first occur. In the event of the death of the retiree, the Board shall continue payments to the designated beneficiary for the balance of the current year.
- E.** Participants shall be permitted to continue coverage under the group hospitalization plan of the College, including individual and/or dependent coverage, at their own expense, at the group rate in effect from time to time during the period of continued coverage. The ability to effectuate such coverage will be dependent upon underwriting guidelines as may be prescribed by the provider of insurance benefits. Premium payments for such coverage shall be deducted from compensation due the retiree pursuant to Subsection C above or paid by the retiree on a timely basis in advance to the Human Resources Office of the College.

**SECTION 23.2** As used in this SECTION, "Age" shall  
**AGE DEFINED** mean "Age", as is defined in Public Act  
82-435 and as used therein to implement the benefits to the retiree. Retirees participating  
in the program are also subject to all other provisions of this ARTICLE.

**SECTION 23.3** During the term of this Agreement,  
**RETIREMENT SUPPLEMENT** employees covered by said Agreement  
with ten (10) or more years of service to South Suburban College, who elect to take  
retirement under the South Suburban College Retirement Plan provided for in this  
ARTICLE or under the SURS Plan shall receive a retirement supplement for such  
retirement in the amount of SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00).

This supplement may be distributed in a lump sum payment immediately following  
retirement.

Compliance with the requirement for electing such retirement in the years in question  
shall be met if an applicant for said retirement files an irrevocable letter of intent to retire  
with the College no later than three (3) months preceding the date the retirement would  
become effective.

**SECTION 23.4** Effective July 1, 2007, eligible bargaining  
**RETIREES HEALTH INSURANCE** unit members who retire shall be eligible  
to receive the following contributions for the purpose of supplementing the State of Illinois  
Community College Retiree Health Insurance premiums. To be eligible the retiree must  
elect the State of Illinois Community College Health Insurance plan, be less than sixty-  
five (65) years of age and must register for Medicare at the age of eligibility and if not  
eligible for Medicare, the retiree must buy Medicare Plan A and B.

Employees retiring at the conclusion of the 2007-08 academic year and thereafter during the term of this Agreement may be eligible to receive up to One Thousand Dollars (\$1,000.00) per year for the purpose of supplementing the State of Illinois Community College Retiree Health Insurance premiums. To be eligible the retiree must 1) elect the State of Illinois Community College Health Insurance Plan; 2) be less than 65 years of age and 3) must register for Medicare at the age of eligibility and if not eligible for Medicare, the retiree must buy Medicare Plan A and B.

Eligible retirees shall receive an amount equal to the retiree cost for participation in the State of Illinois Community College Retiree Health Insurance Plan up to a maximum of One Thousand Dollars (\$1,000.00).

## **Article XXIV**

### **THREAT/HARASSMENT RESOLUTION**

#### **SECTION 24.1**

##### **PURPOSE AND SCOPE**

resolve problems in the workplace arising from treatment of bargaining unit employees by any other employee of the College considered to be harassing or threatening. In pursuance thereof, the Board and the Association agree that, in such cases, the following exclusive resolution procedure shall be followed. It is understood by the Board and the Association that resort to this exclusive procedure precludes resort to any other dispute resolution procedure contained in this Agreement.

The Board and the Association agree

that it is in their mutual best interests to

#### **SECTION 24.2**

##### **APPEALS PROCEDURE**

Whenever an employee asserts that the employee has been treated in an harassing or threatening manner by any employee of the College, such affected employee shall adhere to the following procedure:

**A.** (1) Within ten (10) working days of the alleged harassment contemplated within this Article, the affected employee shall report the details of the incident to the Association President. Failure to so report the details of the incident to the Association within ten (10) working days of the incident shall forever preclude and bar the assertion of a claim of threat/harassment under this Article.

(2) The Association President and/or the affected employee may, within five (5) working days, present the allegations relevant to the incident to the employee's immediate supervisor. Said supervisor shall respond, in writing, to the affected employee and the Association within five (5) working days of receipt of the complaint.

(3) In the event that the immediate supervisor is the person accused of the threat/harassment, then, in that event, the Association President and the affected employee shall present the claim to the next highest supervisor.

(4) Failure of the Association and the affected employee to present the allegations and the complaint to the appropriate supervisor within the five (5) working days after receipt by the Association of said complaint and allegation(s) shall forever preclude and bar the assertion of a claim of threat/harassment under this Article.

- B.** If the Association and the affected employee are dissatisfied with the written response of the appropriate supervisor, said Association and affected employee may, within five (5) working days of receipt of the written response of the appropriate supervisor, file a written appeal for further review to the Director of Human Resources.
- C.** The Director of Human Resources shall, within ten (10) working days of receipt of the written appeal of the Association President and the affected employee, investigate such allegations and, within twenty (20) working days of the receipt of the appeal, issue a written report on the appeal. The report shall include the findings of the Director of Human Resources following consultation with the College President or designee and shall further include the recommended appropriate remedy.
- D.** If the Association and the affected employee are dissatisfied with the report of findings and remedy of the Director of Human Resources, the President and affected employee may, within ten (10) working days of the receipt of the report of the Director of Human Resources, file a written appeal to the President of the College. The President shall, within ten (10) working days of receipt of the appeal, issue a written assignment of the matter to a Vice President of the College who has no jurisdiction over the parties involved.

- E.** The Vice President so assigned shall, within ten (10) working days of receipt of the assignment, convene a three (3) person committee composed of the Vice President so assigned, an uninvolved administrator and a Designee of the Association selected by the Association President.
- F.** The committee constituted pursuant to the provisions of sub-paragraph E above shall, within ten (10) working days of its receipt of the appeal, conduct an investigation on the allegations concerning the matter. Such committee shall, within twenty (20) working days after the receipt of the assignment, issue a written report which shall include the findings of the committee and include its recommendations for an appropriate remedy. There shall be no appeal from the decision of the committee.
- G.** The employee accused of the harassing or threatening conduct may be suspended with pay during the appeal process to and including the issuance of the written report of the Committee constituted pursuant to sub-paragraph E, above.

## **Article XXV**

### **MISCELLANEOUS**

#### **SECTION 25.1**

##### **LABOR/MANAGEMENT MEETINGS**

Representatives of the Association, not to exceed five (5) in number, a representative of the Union and of the Board, shall meet quarterly at a mutually agreed upon time to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing policies and work rules or issues of safety and health. More frequent meetings may be held upon mutual agreement. At the request of one of the parties hereto, additional meetings may be held to discuss the subject of changes in work rules, issuance of new work rules or permanent changes in shift assignments as provided for in ARTICLE XIV, SECTION 14.1 of this Agreement.

Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. The meetings shall be scheduled during work time and the Board shall pay representatives of the Association at the appropriate rate of compensation, except that there shall be no pay for representatives attending while off their shift of employment, nor shall there be any call-back pay permitted.

#### **SECTION 25.2**

##### **PARKING FACILITIES**

Employees covered under this Agreement shall be allocated appropriate parking facilities in the Staff parking lots.

**SECTION 25.3****PROFESSIONAL MEETINGS**

In order that services are efficiently and effectively provided and the employees are afforded the opportunity to develop their skills and potential, appropriate to their duties, the Board shall grant paid leaves to attend professional meetings.

Such leaves shall be limited to fifteen (15) days per calendar year for the entire bargaining unit and shall be requested upon written application to the appropriate supervisor not less than fifteen (15) days prior to the dates of leave requested. The appropriate supervisor shall not arbitrarily, unreasonably or egregiously deny such request.

In order to fairly distribute these fifteen (15) days, no employee shall be granted more than three (3) days of such paid leave per calendar year. It is understood that the College shall not be responsible for any expenses incurred by the employee and that the extent of the Board's obligation is merely to grant such paid leave.

**SECTION 25.4****GLOBAL E-MAILS**

Supervisors shall make every reasonable

effort to timely distribute a copy of all global e-mails to departmental employees who do not have a College computer.

## **Article XXVI**

### **PAST PRACTICE**

This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the College as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The Parties agree that any practices which may arise under the provisions and during the term of this Agreement shall conform to the elements enumerated in this SECTION.

The College agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours and conditions of employment.

The Parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bona fide, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

- A.** The asserted past practice must be reasonably consistent;
- B.** The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner;
- C.** The asserted past practice shall have been acted upon;
- D.** The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both Parties to this Agreement.

## **Article XXVII**

### **SEVERABILITY**

Any article, section, provision, sentence or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

In the event any article, section, provision, sentence or clause of this Agreement is determined to be invalid by a Court of competent jurisdiction, and, thereafter, no appeal is taken by either party within the appropriate period, the parties shall renegotiate the article, section, provision, sentence or clause of the Agreement so deemed to be invalid.

## **Article XXVIII**

### **PRINTING OF AGREEMENT**

The Board shall be responsible for the printing and delivery to the Association of one hundred fifty (150) copies of the Agreement. The Board shall additionally provide two (2) personally signed copies of said Agreement each to Support Staff Association President, Shannan A. Smith, and Local 1600 President, Tony Johnston.

## **Article XXIX**

### **TERMINATION**

This Agreement shall be effective upon the first day of July 1, 2022 and shall remain in the force and effect until 11:59 P.M., June 30, 2026, except insofar as it applies; to the date of compensation for employees covered hereunder.

The Agreement shall automatically be renewed from year to year after its termination unless either party shall notify the other, in writing, at least ninety (90) days prior to the expiration of the Agreement that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiations.

## **Article XXX**

### **WRITTEN NOTICE**

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board or the College to the Union shall be addressed as follows:

The President  
South Suburban College Support Staff Association  
Cook County College Teachers Union  
AFT, Local 1600  
15800 South State Street  
South Holland, Illinois 60473

and

South Suburban College Support Staff Association  
Cook County College Teachers Union  
AFT, Local 1600  
1901 West Carroll  
Chicago, Illinois 60612

Notice sent by the Association to the Board or the College shall be addressed as follows:

The South Suburban College Board of Trustees  
15800 South State Street  
South Holland, Illinois 60473

or

South Suburban College  
15800 South State Street  
South Holland, Illinois 60473

Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Office of Human Resources of the College.

Either party may, by like written notice, change the address to which such notice is to be given.

## SIGNATURE PAGE

Executed this 14<sup>th</sup> day of July, A.D. 2022 at South Holland, Illinois, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby.

Community College District 510,  
County Of Cook,  
State Of Illinois,  
(South Suburban College)

South Suburban College  
Support Staff Association  
Cook County College  
Teachers Union, AFT,  
Local 1600



Terry R. Wells  
TERRY R. WELLS  
CHAIRMAN OF THE BOARD



Shannan A. Smith  
SHANNAN A. SMITH  
PRESIDENT



Patrick Rush  
PATRICK RUSH  
SECRETARY



Rose Marie Sakanis  
ROSE MARIE SAKANIS  
CHIEF NEGOTIATOR

## APPENDIX A

### SOUTH SUBURBAN COLLEGE SUPPORT STAFF ASSOCIATION

A Chapter of the Cook County College Teachers Union, AFT, Local 1600  
15800 South State Street, South Holland, Illinois 60473  
1-708-596-2000

#### MEMBERSHIP APPLICATION AND PAYROLL DUES DEDUCTION AUTHORIZATION

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510

I hereby authorize and direct the Board of Community College District No. 510 through its officers, agents and employees, to deduct from the portion of my salary due me each pay period, the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 1901 West Carroll, Chicago, Illinois, 60612.

In consideration of the above described service rendered by the Board of Community College District No. 510, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Community College District No. 510, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one (1) year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union by the United States Postal Service postmarked between August 1 and August 31.

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Union Representative

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Employee Signature

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Effective Date

---

Social Security Number

---

Home Phone Number

Mr. or Ms. \_\_\_\_\_ Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle (Print) \_\_\_\_\_

---

Street Address

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City

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State

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Zip Code

## APPENDIX B

### SOUTH SUBURBAN COLLEGE

### EMPLOYEE REINSTATEMENT OF DUES DEDUCTION AUTHORIZATION

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510

Pursuant to the terms and conditions of this Collective Bargaining Agreement, upon return to employment at the College from Leave of Absence or Layoff Status, I hereby authorize and direct the Board of Community College District No. 510 through its officers, agents and employees, to commence deduction from the portion of my salary due me each pay period, the current amount now being deducted as and for Association Dues and to transfer and pay that amount to the Treasurer of the Cook County College Teachers Union, 1901 West Carroll, Chicago, Illinois, 60612, all pursuant to the payroll dues deduction authorization previously executed by me.

In consideration of the above described service rendered by the Board of Community College District No. 510, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Community College District No. 510, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

---

Employee Signature

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Effective Date

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Social Security Number

---

Home Phone Number

Mr. or Ms. \_\_\_\_\_

Last Name

First

Middle (Print)

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Street Address

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City

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State

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Zip Code

## APPENDIX C

### SOUTH SUBURBAN COLLEGE

#### COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION FORM

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510

I hereby authorize and direct the Board of Community College District No. 510, through its officers, agents and employees, to deduct from the portion of my salary due me each pay period, the amount of \$ \_\_\_\_\_, and to transfer and pay that amount to the Cook County College Teachers Union Committee on Political Education (COPE), 1901 West Carroll, Chicago, Illinois, 60612.

This authorization is signed voluntarily on the understanding that the Cook County College Teachers Union Committee on Political Education will use the money contributed to make political contributions and expenditures in connection with the state and local elections.

In consideration of the above described service rendered by the Board of Community College District No. 510, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Community College District No. 510, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This voluntary authorization is revocable by me at any time by giving written notice to both the Director of Human Resources of the College and the Association.

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Employee Signature

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Effective Date

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Social Security Number

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Home Phone Number

Mr. or Ms. \_\_\_\_\_ Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle (Print) \_\_\_\_\_

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Street Address

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City

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State

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Zip Code

## APPENDIX D

### SOUTH SUBURBAN COLLEGE

#### COLLEGE EMPLOYEE RECALL LIST FORM

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510

I hereby authorize and direct the Board of Community College District No. 510 through its officers, agents and employees, to place my name on South Suburban College's Official Recall List in the event of my layoff from employment.

By the placement of my name on said Recall List, I hereby agree that I will notify the College, in writing, each six (6) months thereafter that I wish to remain on said Recall List. Such written notification shall be on forms as provided to me by the College at the time such layoff may occur. Said written notification, each six (6) months, will allow my name to remain on the Recall List for a period of twenty-four (24) months. It is understood and agreed that failure to properly notify the College within each six (6) month period, in writing, on forms as provided to me by the College, shall mean automatic removal of my name from the Recall List.

Should a recall occur, I will notify the College, in writing, within seven (7) days from the date the Recall Notice was mailed, that I wish to be recalled.

It is further understood and agreed that should a change of home address and telephone number occur after my name has been placed on the Recall List, I will notify the College, in writing, within fifteen (15) days of such change. Further, the undersigned hereby releases and discharges the Board of Community College District No. 510, its members, agents and employees of, and from, any and all liability whatsoever arising from failure of a recall attempt due to non-notification of such change of home address and telephone number.

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Employee Signature

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Effective Date

---

Social Security Number

---

Home Phone Number

Mr. or Ms. \_\_\_\_\_

Last Name

First

Middle (Print)

---

Street Address

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City

---

State

---

Zip Code

Layoff Period Beginning \_\_\_\_\_ and Ending \_\_\_\_\_

## APPENDIX E

## **EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM**

# COLLECTIVE BARGAINING AGREEMENT

## **SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

**DOCKET NO.**

## **STEP 1-EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM**

GRIEVANCE: \_\_\_\_\_

POSITION: \_\_\_\_\_

RESPONDENT: BOARD OF TRUSTEES OF DISTRICT 510

NAME AND TITLE OF APPROPRIATE SUPERVISOR SERVED:

DATE OF PRE GRIEVANCE CONSULTATION: \_\_\_\_\_

## STATEMENT OF GRIEVANCE:

DATE OF ALLEGED VIOLATION: \_\_\_\_\_

REMEDY REQUESTED: (State Fully):

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WITNESSES:

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I affirm that, to the extent of my knowledge, the above is a full, accurate and complete report of the grievance.

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SIGNATURE OF GRIEVANT

---

DATE

---

SIGNATURE OF ASSOCIATION  
REPRESENTATIVE

---

DATE

## APPENDIX E

### EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM

#### COLLECTIVE BARGAINING AGREEMENT

#### SOUTH SUBURBAN COLLEGE

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### ANSWER TO STEP I GRIEVANCE

TO: \_\_\_\_\_

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

PURSUANT TO STEP I OF THE GRIEVANCE PROCEDURE, A MEETING IN

THE ABOVE-CAPTIONED MATTER WAS HELD ON \_\_\_\_\_

THOSE PRESENT WERE:

FOR THE COLLEGE: \_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

\_\_\_\_\_

FOR THE GRIEVANT: \_\_\_\_\_

\_\_\_\_\_

THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately).

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THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:

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POSITION AND ANSWER OF THE COLLEGE:

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(THE SUPERVISOR SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)

THEREFORE, THE GRIEVANCE IS:

- (a.) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR
- (b.) COMPROMISED (STATE THE TERMS); OR
- (c.) DENIED.

---

APPROPRIATE IMMEDIATE DIRECTOR

DATE

NOTE: A copy of the Answer shall be sent to the Association.

## APPENDIX E

### EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM

#### COLLECTIVE BARGAINING AGREEMENT

#### SOUTH SUBURBAN COLLEGE

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### APPEAL FROM STEP I DECISION TO STEP II

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE OF PRE GRIEVANCE CONSULTATION \_\_\_\_\_

DATE GRIEVANCE INITIATED IN STEP I: \_\_\_\_\_

DATE OF GRIEVANCE MEETING: \_\_\_\_\_

NAME AND TITLE OF DEPARTMENT HEAD TO WHOM APPEAL IS MADE:

\_\_\_\_\_

\_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMEDY REQUESTED: (State Fully):

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SIGNATURE OF GRIEVANT

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DATE

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SIGNATURE OF ASSOCIATION  
REPRESENTATIVE

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DATE

(Please attach all previous forms and relevant documentation, if any)

## APPENDIX E

**EMPLOYEE/ASSOCIATION GRIEVANCE FORM  
COLLECTIVE BARGAINING AGREEMENT  
SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

**ANSWER TO STEP II GRIEVANCE**

TO: \_\_\_\_\_

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

PURSUANT TO STEP II OF THE GRIEVANCE PROCEDURE, A MEETING IN  
THE ABOVE-CAPTIONED MATTER WAS HELD ON \_\_\_\_\_

THOSE PRESENT WERE:

FOR THE COLLEGE: \_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

\_\_\_\_\_

FOR THE GRIEVANT: \_\_\_\_\_

THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately).

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THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:

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POSITION AND ANSWER OF THE COLLEGE:

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(THE DEPARTMENT HEAD SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)

THEREFORE, THE GRIEVANCE IS:

- (a.) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR
- (b.) COMPROMISED (STATE THE TERMS); OR
- (c.) DENIED.

---

APPROPRIATE DEPARTMENT HEAD

DATE

NOTE: A copy of the Answer shall be sent to the Union.

## APPENDIX E

### EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM

#### COLLECTIVE BARGAINING AGREEMENT

#### SOUTH SUBURBAN COLLEGE

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### APPEAL FROM STEP II DECISION TO STEP III

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE OF PRE GRIEVANCE CONSULTATION \_\_\_\_\_

DATE GRIEVANCE INITIATED IN STEP I: \_\_\_\_\_

DATE OF STEP I GRIEVANCE MEETING: \_\_\_\_\_

NAME AND TITLE OF DEPARTMENT HEAD TO WHOM APPEAL IS MADE:

\_\_\_\_\_

\_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REMEDY REQUESTED: (State Fully):**

**SIGNATURE OF GRIEVANT**

DATE

**SIGNATURE OF ASSOCIATION  
REPRESENTATIVE**

DATE

(Please attach all previous forms and relevant documentation, if any)

## APPENDIX E

**EMPLOYEE/ASSOCIATION GRIEVANCE FORM  
COLLECTIVE BARGAINING AGREEMENT  
SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

**ANSWER TO STEP III GRIEVANCE**

TO: \_\_\_\_\_

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

PURSUANT TO STEP III OF THE GRIEVANCE PROCEDURE, A MEETING IN  
THE ABOVE-CAPTIONED MATTER WAS HELD ON \_\_\_\_\_

THOSE PRESENT WERE:

FOR THE COLLEGE: \_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

FOR THE GRIEVANT: \_\_\_\_\_

THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately).

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THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:

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---

POSITION AND ANSWER OF THE COLLEGE:

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(THE COLLEGE PRESIDENT OR DESIGNEE SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)

THEREFORE, THE GRIEVANCE IS:

- (a.) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR
- (b.) COMPROMISED (STATE THE TERMS); OR
- (c.) DENIED.

---

COLLEGE PRESIDENT OR DESIGNEE  
ADVISOR

DATE

NOTE: A copy of the Answer shall be sent to the Union.

## APPENDIX F

### **EMPLOYEE/ASSOCIATION INTENT TO ARBITRATE FORM**

### **EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM**

#### **COLLECTIVE BARGAINING AGREEMENT**

#### **SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### **INTENT TO ARBITRATE**

TO: \_\_\_\_\_

College President or Designee

FROM: \_\_\_\_\_

Association President or Vice President

IN RE: \_\_\_\_\_

Name of Grievant

DEAR: \_\_\_\_\_

College President or Designee

PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF SOUTH SUBURBAN COLLEGE AT STEP III IS UNSATISFACTORY, AND THE GRIEVANT AND THE ASSOCIATION THEREFORE INTEND TO APPEAL THE ABOVE-CAPTIONED GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN STEP IV OF THE COLLECTIVE BARGAINING AGREEMENT.

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SIGNATURE OF GRIEVANT

DATE

---

SIGNATURE OF ASSOCIATION  
REPRESENTATIVE

DATE

## APPENDIX G

## **ADMINISTRATOR/BOARD FILING OF GRIEVANCE FORM**

## STEP 1

# **COLLECTIVE BARGAINING AGREEMENT**

## **SOUTH SUBURBAN COLLEGE**

DATE FILED:

**DOCKET NO.**

## STEP I

**GRIEVANT:** John Doe (Signature)

**POSITION:** *Marketing Manager*

**RESPONDENT: SOUTH SUBURBAN COLLEGE SUPPORT STAFF ASSOCIATION**

NAME AND TITLE OF APPROPRIATE REPRESENTATIVE SERVED:

DATE OF PRE GRIEVANCE CONSULTATION:

## STATEMENT OF GRIEVANCE:

DATE OF ALLEGED VIOLATION: \_\_\_\_\_

REMEDY REQUESTED: (State Fully):

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WITNESSES:

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I affirm that, to the extent of my knowledge, the above is a full, accurate, and complete report of the grievance.

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SIGNATURE OF GRIEVANT

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DATE

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APPROPRIATE ADMINISTRATION  
OFFICIAL

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DATE

(Please attach all previous forms and relevant documentation, if any)

## APPENDIX G

### ADMINISTRATOR/BOARD FILING OF GRIEVANCE FORM

#### COLLECTIVE BARGAINING AGREEMENT

#### SOUTH SUBURBAN COLLEGE

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### ANSWER TO STEP I GRIEVANCE

TO:

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

PURSUANT TO STEP I OF THE GRIEVANCE PROCEDURE, A MEETING IN

THE ABOVE-CAPTIONED MATTER WAS HELD ON \_\_\_\_\_

THOSE PRESENT WERE:

FOR THE COLLEGE: \_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

\_\_\_\_\_

FOR THE GRIEVANT: \_\_\_\_\_

THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately).

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THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:

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POSITION AND ANSWER OF THE ASSOCIATION:

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(THE GRIEVANCE CHAIR SHALL STATE THE ASSOCIATION POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)

THEREFORE, THE GRIEVANCE IS:

- (a.) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR
- (b.) COMPROMISED (STATE THE TERMS); OR
- (c.) DENIED.

---

GRIEVANCE CHAIR

---

DATE

NOTE: A copy of the Answer shall be sent to the College.

## APPENDIX G

### ADMINISTRATOR/BOARD FILING OF GRIEVANCE FORM

#### COLLECTIVE BARGAINING AGREEMENT

#### SOUTH SUBURBAN COLLEGE

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### APPEAL FROM STEP I DECISION TO STEP II

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE OF PRE GRIEVANCE CONSULTATION \_\_\_\_\_

DATE GRIEVANCE INITIATED IN STEP I: \_\_\_\_\_

DATE OF GRIEVANCE MEETING: \_\_\_\_\_

NAME AND TITLE OF ASSOCIATION REPRESENTATIVE TO WHOM APPEAL IS MADE:  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REMEDY REQUESTED: (State Fully):**

**SIGNATURE OF GRIEVANT**

DATE

**SIGNATURE OF ADMINISTRATION  
OFFICIAL**

DATE

(Please attach all previous forms and relevant documentation, if any)

## APPENDIX G

**ADMINISTRATOR/BOARD GRIEVANCE FORM  
COLLECTIVE BARGAINING AGREEMENT  
SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

**ANSWER TO STEP II GRIEVANCE**

TO: \_\_\_\_\_

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

PURSUANT TO STEP II OF THE GRIEVANCE PROCEDURE, A MEETING IN  
THE ABOVE-CAPTIONED MATTER WAS HELD ON \_\_\_\_\_

THOSE PRESENT WERE:

FOR THE COLLEGE: \_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

\_\_\_\_\_

FOR THE GRIEVANT: \_\_\_\_\_

THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately).

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THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:

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POSITION AND ANSWER OF THE ASSOCIATION:

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(THE ASSOCIATION PRESIDENT SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)

THEREFORE, THE GRIEVANCE IS:

- (a.) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR
- (b.) COMPROMISED (STATE THE TERMS); OR
- (c.) DENIED.

---

ASSOCIATION PRESIDENT

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DATE

NOTE: A copy of the Answer shall be sent to the Union.

## APPENDIX G

### ADMINISTRATOR/BOARD FILING OF GRIEVANCE FORM

#### COLLECTIVE BARGAINING AGREEMENT

#### SOUTH SUBURBAN COLLEGE

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### APPEAL FROM STEP II DECISION TO STEP III

NAME OF GRIEVANT OR

COLLEGE DESIGNEE \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE OF PRE GRIEVANCE CONSULTATION \_\_\_\_\_

DATE GRIEVANCE INITIATED IN STEP I: \_\_\_\_\_

DATE OF STEP I GRIEVANCE MEETING: \_\_\_\_\_

DATE OF STEP II GRIEVANCE MEETING: \_\_\_\_\_

NAME AND TITLE OF ASSOCIATION REPRESENTATIVE TO WHOM APPEAL IS MADE:

\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REMEDY REQUESTED: (State Fully):**

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**SIGNATURE OF GRIEVANT**

DATE

APPROPRIATE ADMINISTRATION  
OFFICIAL

DATE

(Please attach all previous forms and relevant documentation, if any)

## APPENDIX G

**ADMINISTRATOR/BOARD GRIEVANCE FORM  
COLLECTIVE BARGAINING AGREEMENT  
SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

**ANSWER TO STEP III GRIEVANCE**

TO: \_\_\_\_\_

NAME OF GRIEVANT: \_\_\_\_\_

POSITION: \_\_\_\_\_

PURSUANT TO STEP III OF THE GRIEVANCE PROCEDURE, A MEETING IN  
THE ABOVE-CAPTIONED MATTER WAS HELD ON \_\_\_\_\_

THOSE PRESENT WERE:

FOR THE COLLEGE: \_\_\_\_\_

FOR THE ASSOCIATION: \_\_\_\_\_

FOR THE GRIEVANT: \_\_\_\_\_

THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately).

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THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:

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POSITION AND ANSWER OF THE ASSOCIATION:

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(THE ASSOCIATION PRESIDENT OR DESIGNEE SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)

THEREFORE, THE GRIEVANCE IS:

- (a.) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR
- (b.) COMPROMISED (STATE THE TERMS); OR
- (c.) DENIED.

---

ASSOCIATION PRESIDENT  
OR DESIGNEE

DATE

NOTE: A copy of the Answer shall be sent to the Union.

## **APPENDIX H**

### **ADMINISTRATOR/BOARD INTENT TO ARBITRATE FORM**

### **ADMINISTRATOR/BOARD FILING OF GRIEVANCE FORM**

#### **COLLECTIVE BARGAINING AGREEMENT**

#### **SOUTH SUBURBAN COLLEGE**

DATE FILED: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

#### **INTENT TO ARBITRATE**

TO: \_\_\_\_\_  
Association President

FROM: \_\_\_\_\_  
College President or Designee

IN RE: \_\_\_\_\_  
Name of Grievant

DEAR: \_\_\_\_\_  
Association President

PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF THE ASSOCIATION AT STEP III IS UNSATISFACTORY, AND THE GRIEVANT AND THE COLLEGE THEREFORE INTEND TO APPEAL THE ABOVE-CAPTIONED GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN STEP IV OF THE COLLECTIVE BARGAINING AGREEMENT.

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SIGNATURE OF GRIEVANT

DATE

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COLLEGE PRESIDENT OR DESIGNEE

DATE

## **APPENDIX I**

### **CLASSIFICATIONS COVERED UNDER AGREEMENT**

#### **Grade I**

Switchboard Attendant I..... I

#### **Grade II**

Library Assistant I ..... II

#### **Grade III**

Campus Security Officer..... III

#### **Grade IV**

Custodian I..... IV

Shipping & Receiving Clerk ..... IV

#### **Grade V**

Information Receptionist..... V

Switchboard Attendant II..... V

#### **Grade VI**

Account Clerk ..... VI

Computer Operations Coordinator..... VI

Custodian II..... VI

Publications Specialist I ..... VI

Trades I..... VI

### **Grade VII**

Admissions & Registration Specialist .....	VII
Admissions Assistant .....	VII
Court Reporting Tech Specialist .....	VII
Extension Services Assistant .....	VII
Financial Aid Technician .....	VII
Records Assistant .....	VII
Registration/Records Assistant .....	VII
Testing Technician .....	VII

### **Grade VIII**

Academic Assistance Student Specialist .....	VIII
Accountant .....	VIII
Assessment Center Coordinator .....	VIII
Computer Operator .....	VIII
Dispatcher .....	VIII
Financial Specialist .....	VIII
Library Assistant II (Technical Services) .....	VIII
Program Assistant Continuing Education .....	VIII
Student Evaluation Coordinator .....	VIII

### **Grade IX**

Administrative Assistant II .....	IX
Financial Aid Advisor .....	IX
Laboratory Safety Coordinator .....	IX
Publications Specialist II .....	IX
Research Assistant .....	IX
Services for Students w/Disabilities Specialist (SSDO) .....	IX

### **Grade X**

Academic Technology Specialist .....	X
College Foundation Specialist .....	X
Computer Programmer .....	X
Grant Specialist .....	X
Microcomputer Lab Coordinator .....	X
Trades II .....	X

### **Grade XI**

Academic Records Recorder .....	XI
Campus Police Officer .....	XI
Communications Services Producer .....	XI
Coordinator of Career Development .....	XI
Electronic Engineer I .....	XI
Enrollment Specialist/Recruiter .....	XI
Financial Aid Coordinator .....	XI
Microcomputer Analyst .....	XI
Purchasing Coordinator .....	XI
Student Help Desk Coordinator .....	XI
Trades III .....	XI
Web Media Developer .....	XI

### **Grade XII**

Coordinator of College Recruitment .....	XII
Distance Learning Coordinator .....	XII
Information Systems Specialist .....	XII
Media Specialist .....	XII
Registrar .....	XII
Systems Analyst .....	XII
Systems Programmer .....	XII

**Grade XIII**

Network Specialist .....	XIII
Theatre Director.....	XIII

**Grade XIV**

Coordinator of Network Engineer .....	XIV
Coordinator of Server Administrator .....	XIV
Electronic Engineer II.....	XIV
Nursing Lab Simulation Coordinator.....	XIV
Nursing Lab Supervisor .....	XIV
Nursing Lab Supervisor/Skills Testing & Remediation.....	XIV