

**CONTRACTUAL AGREEMENT BETWEEN  
ILLINOIS COMMUNITY COLLEGE  
DISTRICT 525 JOLIET JUNIOR COLLEGE  
AND THE**

**TECHNICAL OFFICE SUPPORT STAFF COUNCIL OF JOLIET JUNIOR  
COLLEGE AMERICAN FEDERATION OF TEACHERS  
LOCAL 604**

**2020-2024**

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## **PREAMBLE**

This Agreement has been made and entered into by and between the Board of Trustees of the Joliet Junior College District No. 525, Counties of Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook, State of Illinois, (hereinafter referred to as the "College") and the Technical Office Support Staff Council of Joliet Junior College, a Council of the American Federation of Teachers, Local 604, (hereinafter referred to as the "Union"), on behalf of the Employees described in Article I.

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to wage, hours of employment, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to establish practices and procedures for a fair and orderly way of conducting certain relations between the parties; to prevent interruptions of work and interference with the operations of the College; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. The Union recognizes that this Agreement shall in no way restrict the right and obligation of this College and its officials to perform their duties and obligation as required by law.

## **ARTICLE I** **RECOGNITION**

The Board of Trustees of Community College District No. 525 ("Joliet Junior College") hereby recognizes the Technical Office Support Staff Council of Joliet Junior College, a Council of the American Federation of Teachers, Local 604, hereafter known as "Union" as the exclusive bargaining agent for all regularly employed full-time and part-time support staff personnel employed by Joliet Junior College, District 525 and all regularly employed full-time and part-time clerical personnel employed by Joliet Junior College, District 525. Excluded from the Technical and Office Support Staff Council of Joliet Junior College are all persons employed by Joliet Junior College, District 525, in the following job titles or classifications: Senior Administrative Assistant, Human Resources; Compensation Analyst; Senior Administrative Assistant, Academic Affairs; Senior Administrative Assistant, Administrative Services; Senior Administrative Assistant, Student Development; Head Athletic Coaches; Assistant Athletic Coaches; Benefits and Leave Specialist, Human Resources; Coordinator, Women's Athletics; Human Resources Assistant, Benefits; Administrative Assistant, President's Office; Sign Language Interpreter; Supervisor, Evening Facilities; Specialist, Employment and Training, Human Resources; Tutor-SILP; Instructor Substitutes; Seasonal Workers; Student Workers; all exempt supervisory positions, exempt managerial positions, exempt coordinators, confidential, and/or temporary/short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et. seq.

## **ARTICLE II** **MANAGEMENT RIGHTS**

Except as limited by the express language of this Agreement, the College retains the exclusive right to manage the operations; determine its mission, policies, budget and operations; determine the manner of exercise of its statutory functions and set forth all standards of service offered to the public; direct its working forces, including (but not limited to) the rights to hire, promote, demote,

transfer, allocate and assign employees; discipline, suspend and discharge post-probationary employees for just cause; discipline, suspend and discharge probationary employees at will; lay off or relieve employees from duty, determine the size and composition of the work force; make and enforce Board of Trustees policies, rules of conduct and regulations; maintain discipline, order, and efficiency; determine the departments, divisions, and sections and work to be performed therein; determine the number of hours of work and shift per work week; establish and change work schedules and assignments; introduce new methods of operation; eliminate and/or contract out for goods and services, without affecting the integrity of the bargaining unit, relocate or transfer work and maintain efficiency; and take all actions as may be necessary to carry out the mission of the College.

### **ARTICLE III** **UNION RIGHTS**

#### **Section 3.1 Union Activity during Working Hours**

##### **3.1.1 Release time for Co-Presidents or Designee**

Each of the Co-Presidents or designee of the Union will be granted necessary release time to be used at their discretion for Union services other than formal negotiations or grievance matters during each contract year.

##### **3.1.2 Release time for College-requested meetings**

Release time will be granted to the Union Co-Presidents and/or the designee for any agreed to Union meetings or meetings dealing with Union business requested by the College.

##### **3.1.3 Union Release Time and Compensation for formal negotiations**

The Union Negotiations Team shall be granted necessary release time pertaining to negotiations preparation and formal negotiations. The Board agrees to provide support of up to \$7,000 to the Union Co-Presidents and their designee(s) for the purpose of conducting formal negotiations and preparation for these negotiations after their scheduled working hours. This support shall be distributed after ratification and Board approval of the collective bargaining agreement. The Union shall designate how the support is to be assigned and inform the College. Supporting documentation of these additional hours worked will be provided if requested by the College.

#### **Section 3.2 Time Off for Committee Meetings and College-Provided Professional Development**

Upon a full-time or part-time Employee's timely request for release time, related to College committee(s) attendance and/or participation in the opening week and February/October in-service or P&PD opportunities, during normal working hours, the direct supervisor will make every effort to grant such request. Only under unusual workload or staff limitation conditions may a supervisor deny such a request. Reasons for denial shall be given at the time the decision is made. Upon such denial, the requesting employee may appeal the supervisor's decision to the supervisor's immediate supervisor. As the College continues the joint employer-employee committees, for example health/major medical insurance committee, the Union shall have representatives on the committee.

### **Section 3.3 Use of College Equipment and Facilities**

#### **3.3.1 Bulletin Board**

The Union shall be provided with bulletin board space to post notices and other materials related to Union activities. The bulletin board space shall be labeled for Union use and only the Union Co-Presidents shall have authority to post materials on the bulletin board, in accordance with College non-solicitation policies and procedures. All notices and materials must be signed or initialed by the Union Co-Presidents. The Union agrees to limit postings on these bulletin boards to the following Union notices:

- Recreational and social affairs of the Union meetings
- Union elections
- Results of Union elections
- Rulings or policies of the Local 604, if applicable
- Any other material authorized by the College's Chief Human Resources Officer

#### **3.3.2 Mailboxes**

The College shall permit the Union to place official materials in the mailboxes of bargaining unit members subject to reasonable College regulations and procedures.

Union officers shall have the right to place Union meeting announcements and appropriate Union material (see 3.3.1) in mailboxes or distribute through interoffice mail or email. All notices and materials must be in accordance with the Joliet Junior College Board of Trustees Responsible Use of Technology Policy.

### **Section 3.4 Copies of Trustees Meeting Agenda**

The Board of Trustees shall furnish the Union Co-Presidents or designee with either an electronic or a hard copy of the Board of Trustees meeting agenda in advance of each regular or special meeting. Either an electronic or a hard copy of the minutes of the immediate past meeting will be furnished to the Union Co-Presidents or designee after these minutes have been officially approved by the Board of Trustees.

### **Section 3.5 Notification of Newly Hired, Transferred, and Last Day of Employment for Full-time or Part-time Employees**

The Union Co-Presidents or designee will be supplied with written notification of newly hired, transferred, or last day of employment in a bargaining unit position for bargaining unit employees. Notification will include effective date, name, position or positions transferring from/to, if applicable, and grade level. Notification will be supplied within ten (10) working days of the Human Resources Department's receipt of such information or after Board of Trustees approval and may be accomplished by utilizing the manager's toolkit on the JJC Portal.

### **Section 3.6 Responsible Use of Information Technology**

The Union recognizes the Board Policy for Responsible Use of Information Technology (Board Policy 10.01.01) at Joliet Junior College that contains the governing philosophy for regulating faculty, students, and staff uses of the College's information technology resources.

### **Section 3.7 Copies of Amendments to Board Policies and Procedures**

The College shall furnish the Union Co-Presidents with a copy of any amendments to the Board of Trustees Manual of Policies and Procedures.

### **Section 3.8 Statistics and Records Sharing**

The College shall provide to the Union upon its reasonable request in writing, and within reasonable time, available public statistical, financial, and personnel information and reports related to the operation of the College when such information is necessary in the representation of the bargaining unit members or the implementation of this Agreement, provided that nothing included herein is intended to require the College to present information in forms other than those determined by the College or required by law. When the College deems necessary, a reasonable charge may be assessed to the Union for such materials. When these materials are readily accessible to the Union, they need not be produced by the College.

The Union shall provide the College with a list of Union officers. The College shall be notified immediately of any subsequent changes.

Upon request, the College shall furnish to the Union annually a list of employees in the bargaining unit consisting of names, departments, classifications, dates of employment, and pay rates.

### **Section 3.9 Distribution of Contracts**

The College will have the contract posted on the Joliet Junior College website in a common file format so it is available to bargaining unit members at all times. Bargaining unit members will be allowed to print from the electronic version as needed in accordance with the College's Acceptable Technology Use Policy. A hard copy will be given to each of the Union's Executive Board members.

### **Section 3.10 Working Rights**

Membership in the Union or any other employee organization not affiliated with the College shall not be a condition of employment for any bargaining unit College employee. The College and the Union shall not interfere with, intimidate, restrain, coerce, or discriminate against any employee because of membership or non-membership in the Union.

### **Section 3.11 Integrity of the Bargaining Unit**

The College recognizes the integrity of the Bargaining Unit and no TOSSC position shall be reclassified during the life of this contract, unless such reclassification has been duly bargained with the Union.

## **ARTICLE IV** **UNION DUES**

### **Section 4.1 Dues Check-off**

The College will make Union Dues payroll deductions upon written request by the employee on the form provided by the Union. This form will be provided to the College by the Union and is located in the Appendix (**Appendix A**). The College shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an

employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deduction, the Union will notify the College after the close of the revocation window. This request must be made at least ten (10) calendar days prior to the first deduction.

The College agrees to remit these dues and/or fees to the Union each month that dues/fees are deducted. A list of all employees within the bargaining unit and any deductions that have been made and the amount of each deduction shall accompany each remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) working days.

#### **Section 4.2 Agreement About Future Changes in Dues Status**

The Parties agree that, effective immediately, the College will not begin to collect dues or cease collecting dues from a member of the bargaining unit unless directed to do so by the Union or a Union Dues Payer. The Union authorizes the College to deduct dues and remit them to the Union.

The Union will notify the College of any new members who have agreed to dues authorization and will notify the College of any current members who choose to cease paying dues pursuant to the terms of their signed membership/dues authorization card.

#### **Section 4.3 Indemnify and Hold Harmless**

The Union shall indemnify and hold harmless the College, Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

### **ARTICLE V** **SENIORITY**

#### **Section 5.1 Seniority Defined**

##### **5.1.1 Definitions**

- A. Full-time Bargaining Unit Employees: Seniority is the length of continuous service in the bargaining unit position. Upon employment, each employee is to receive a seniority date which is the start date. 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. Part-time Bargaining Unit Employees: Seniority is the length of continued service in the bargaining unit position. Two thousand eighty (2080) hours in pay status shall equal one (1) year of seniority.

##### **5.1.2 Kinds of Seniority Recognized**

- A. General seniority starts from the original hire date at the College for all full- and part-time bargaining unit members, unless a Termination of Seniority event has occurred as defined in section 5.1.3.

- B. Position/grade seniority starts from the date of most recent entry into a position/grade covered by this Agreement.
- C. All employees hired into one of the bargaining unit positions covered under this Agreement who have continuous, prior employment in another position within the College shall not forfeit any seniority or vacation time or leave time accumulated previously earned.

5.1.3 Termination of Seniority

- A. Resignation
- B. Discharge for just cause
- C. Retirement
- D. Failure to return from an authorized leave
- E. Failure to return from lay-off within prescribed time
- F. Part-time tutor employees only: Not performing any tutor assignments for three (3) consecutive semesters (including summer, which is considered a single semester).

**Section 5.2 Application of Seniority**

Seniority shall be used only where specifically provided in the Agreement. Seniority shall not accrue during any unpaid leave of absence or unpaid suspension. Seniority shall continue to accumulate during an approved leave of absence or paid suspension.

**Section 5.3 Breaks in Continuous Service**

An employee's continuous service record shall be broken by voluntary resignation, termination for just cause, retirement, failure to return from a leave of absence, and being absent for three (3) consecutive scheduled days without a medical provider's note and without direct contact with an immediate supervisor. Part-time tutor employees only: Not performing any tutor assignments for three (3) consecutive semesters (including summer, which is considered a single semester), will also constitute a break in continuous service.

**Section 5.4 Seniority List**

Each July, the College shall electronically supply the Union Co-Presidents with a seniority list prepared by grade level. The seniority list shall be accepted as final two (2) months after receipt by the Union Co-Presidents unless protested by the Union or bargaining unit member.

**ARTICLE VI  
LAYOFF AND RECALL**

**Section 6.1 Layoff and Recall**

A layoff is defined as a reduction in a bargaining unit job. Layoff is at the sole discretion of the College. If there is to be any reduction in force, the College shall consult with the Union Co-

Presidents prior to any reduction. The College shall meet with the employee and the Union Co-Presidents to provide sixty (60) days' written notice, with a copy to the Union, of the layoff, except in emergency situations wherein such period of notice may be reduced. The Union Co-Presidents would be included in this meeting as a courtesy and will have no changes in management rights.

In the case of grant-funded employee positions, the College shall notify the Union Co-Presidents upon receipt of notification of the termination of a grant in which bargaining unit members are affected.

### **Section 6.2 General Procedures**

In the event of a layoff, bargaining unit employees shall be laid off as follows within their department and within their position classification.

- A. All contingent employees, seasonal employees, and temporary employees who perform work customarily performed by bargaining unit employees within the affected position classification and job title within the affected departments.
- B. Probationary employees in their original probationary period.
- C. Part-time employees in an inverse order of General Seniority (see 5.1.2).
- D. Full-time employees in an inverse order of General Seniority (see 5.1.2). The full-time employee who has seniority over another full-time employee last hired in that grade or lower grade of the same or similar title will have the right to bump a person in the same grade or lower grade provided that full-time employee has the required qualifications for the position as required in the job description.

Grant funded employees are contracted for specific time periods and are separated upon completion, rescission, reduction, amendment, and/or termination of a grant. There is no obligation to rehire a grant employee after a specific grant ends. Grant-funded employees do not have layoff or recall rights.

Under no circumstances will a bargaining unit employee doing satisfactory work be laid off and the same position filled by a temporary, contingent, or seasonal employee; student worker; professional staff; or faculty member.

In the event of a layoff, to the extent possible, the Human Resources Department will assist affected employees in obtaining other employment.

### **Section 6.3 Recall of Laid-Off Employees**

The names of laid-off employees shall be placed on a layoff list by classification and grade for twelve (12) months. The College shall not hire from outside the College to fill bargaining unit positions as long as there are fully qualified employees on the recall list who have not refused the positions. For a period of twelve (12) months after a layoff, if the College reinstates the laid-off positions, qualified employees shall be recalled in seniority order within the position classification and grade. If an employee is recalled to a lower grade, the employee shall have the right to refuse recall without jeopardizing the employee's right to remain on the recall list. Full-time employees on recall shall be allowed to

participate in group insurance policies if the employee pays the full cost. Employees re-hired within one (1) year after the layoff shall return at the same seniority as their last date of employment. After twelve (12) months on layoff, an employee shall lose any right to recall. An employee on layoff status who fails to return to work as directed in an equal classification and grade shall lose all recall rights. It shall be the responsibility of the laid-off employee to keep the College informed, in writing, of any change of address.

## **ARTICLE VII** **DISCIPLINARY AND INVESTIGATORY PROCEDURES**

### **Section 7.1 Right to Representation**

Prior to any disciplinary discussions with the employee, the employee shall be informed of their rights to Union representation due to the fact that disciplinary action may be taken. Prior to any investigatory discussions, not including criminal or Information Security, with the employee, the employee shall be informed of their rights to Union representation due to the fact that the investigation could lead to disciplinary action being taken. Union representation is defined as a member of the Union's Executive Board or the Union Executive Board's designee.

### **Section 7.2 Employee Discipline**

#### **7.2.1 Levels of Discipline**

The College agrees with the tenets of progressive and corrective discipline where appropriate. Discipline shall be imposed for just cause and through due process. Discipline shall include the following normal progression. However, the employee may be terminated without prior discipline action for gross inefficient job performance or unacceptable personal conduct. The procedures for each step below shall be congruent with the similar categories defined in Board Policy 2.01.06, Discipline Policy for Non-Union Employees:

- A. Oral warning with documentation of such filed in the employee's personnel file and handed to the employee.
- B. Written reprimand with copy of such maintained in the employee's personnel file and a copy handed to the employee. The written reprimand shall contain a clear and concise statement of the reason for the discipline, where appropriate. After receiving the written reprimand, a performance improvement plan will be developed to correct the problem. This will be done with the employee's participation. The duration of the performance improvement plan shall be in accordance with the performance history of the employee but is not to exceed twelve (12) months. The employee and the immediate supervisor will then meet weekly to evaluate the effectiveness of the plan. If a signature is obtained on the written reprimand, it only serves as an acknowledgement of receipt and not agreed upon.
- C. Suspension with or without pay with documentation of such maintained in the employee's personnel file and handed to the employee. The suspension shall contain a clear and concise statement of the reason for the discipline
- D. Discharge with documentation of such maintained in the employee's personnel file and handed to the employee. The discharge notice shall contain a clear and concise statement of the reason for the discipline.



### 7.2.2 Pre-Disciplinary Meeting

- A. Prior to imposing discipline, the College shall meet with the employee involved and their Union representative to inform them of the reasons for such contemplated disciplinary action and give them copies of supporting documentation, excluding confidential information. At that meeting, the employee and their Union representative, if they chose to have representation, shall be given at least two (2) business days to have an opportunity to respond to the reasons for such contemplated disciplinary action.
- B. For dismissals and suspensions, the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline through the Appeals process outlined in Board Policy 2.01.06. In the event disciplinary action is taken against an employee, other than the issuance of a verbal warning or written reprimand, the President and the applicable Cabinet member shall promptly furnish the employee and the Council Executive Board in writing with a clear and concise written statement of the reason for such contemplated disciplinary action. Within three (3) working days the names of any witnesses (if applicable) and copies of all pertinent documents will be provided to the employee, and at the employee's request, to the Council Executive Board.
- C. Pre-disciplinary meetings shall only be required in the event of a proposed written reprimand, suspension, or termination.

### 7.2.3 Suspension Pending Discharge

The College may suspend an employee with or without pay for a period of thirty (30) days pending a decision to discharge the employee based upon serious infractions. In the event that the final discipline imposed is less severe than a discharge and the final level of discipline is less severe than the unpaid suspension time served pending the final disciplinary decision, the employee shall be reimbursed for the difference between said unpaid suspension time served and the final level of discipline imposed. In the event that the said discipline imposed results in a paid or unpaid suspension of greater than 10 days, said suspension must be brought to the President and the applicable Cabinet member for final approval.

### 7.2.4 Reinstatement from Suspension or Discharge

An employee reinstated for the period for which they were suspended or discharged shall receive full compensation. Full compensation shall mean full pay and benefits (at their current classification and salary grade retroactive to date of suspension/discharge).

### 7.2.5 Termination

If it is the decision of the President and the applicable Cabinet member to terminate the employee, written notification of discharge will be provided to the employee, and copied to the Council Executive Board.

## **Section 7.3 Removal of Discipline**

Upon the written request of the employee, the College shall remove all oral warnings and written reprimands from the employee's personnel file after twelve (12) months if there has been no

additional discipline greater than the discipline imposed. Written reprimands relating to harassment, discrimination, assault, battery, workplace violence or substance abuse are excluded from these removal provisions. The College may retain any written reprimands so removed in a separate file for the purpose of any civil litigation in which the College may be involved.

#### **Section 7.4 Civil Rights Allegations**

In the event that an allegation is made against a TOSSC member that is deemed a potential violation of Civil Rights laws (Title IX, Title VII, or Section 504) by the College's Compliance Officer or designee, the judicial proceedings outlined herein shall be replaced by an investigation in compliance with Federal law. At the beginning of the investigation, the bargaining unit member will be made aware of his or her right to Union or legal representation, unless prohibited by law. Following the investigation, a report will be provided to the College President, which will contain a description of the findings and may include a recommendation. The bargaining unit member who is subject of the investigation has the right to receive a copy of this report.

### **ARTICLE VIII** **GRIEVANCE PROCEDURE**

#### **Section 8.1 Grievance Defined**

A grievance shall mean an allegation by an affected employee, or group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any of the expressed provisions of this Agreement.

#### **Section 8.2 Informal Grievance Procedure**

If a bargaining unit member of the Union perceives a misinterpretation or misapplication of a specific article or section of this Agreement, the following procedure shall be implemented; a complaint shall be first discussed with the objective of resolving the matter informally with the appropriate administrator or supervisor. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the bargaining unit member shall inform the Union Co-Presidents and the Chief Human Resources Officer of the outcome.

#### **Section 8.3 Formal Grievance Procedure**

8.3.1 As used herein, "days" means day on which the College business office is open, with the exception of Saturdays, Sundays, and holidays.

8.3.2 The grievant or the Union Co-Presidents or designee shall present a written statement on an official grievance form (see **Appendix B**) of the alleged violation to the immediate supervisor with a copy to the Human Resources Department. The grievance must be filed within twenty (20) days of the occurrence giving rise to the grievance or the date when such event could reasonably have been ascertained or become known to the grievant. The supervising administrator shall, within ten (10) days of the receipt of the grievance, confer with the grievant and/or their union representative to try to resolve the grievance. Within five (5) days after the completion of the conference, the supervising administrator shall give their written decision.

8.3.3 If no agreement is reached in the previous step, it will then be presented to the supervisor's immediate manager within five (5) days. Statements written by the supervising administrator

and grievant shall be forwarded to the supervisor's immediate manager. Within ten (10) days of the receipt of the appeal, the supervisor's immediate manager shall confer with the Union Co-Presidents or designee and the grievant in an effort to resolve the grievance. The supervisor's immediate manager shall give the grievant an answer in writing within five (5) days after completion of the conference.

- 8.3.4 If no agreement is reached in the previous step within five (5) days, it then may be presented to the appropriate President's Cabinet member. Statements written by the supervising administrator and grievant shall be forwarded to the appropriate President's Cabinet member. Within ten (10) days of the receipt of the appeal, the appropriate Vice- President/Executive Director shall confer with the Union Co-Presidents or designee and the grievant in an effort to resolve the grievance. The President's Cabinet member shall give the grievant an answer in writing within five (5) days after completion of the conference.
- 8.3.5 If no agreement is reached in the previous step, within five (5) days of the receipt of the President's Cabinet member's answer, the employee may submit to the President or designee of the College a signed statement of grievance. The statement of the grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be in violation by appropriate reference, shall state the contention of the employee and/or of the Union Executive Board with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. Within ten (10) days of the receipt of the appeal, the President or designee shall confer with the Union Co-Presidents or designee and the grievant in an effort to resolve the grievance. The President or designee shall give an answer in writing within ten (10) days. If further investigation is needed by either party, additional time by mutual agreement may be allowed.
- 8.3.6 If the Union disagrees with the decision in the previous step, they may request non-binding mediation within ten (10) days after receiving the decision. Both parties must agree to non-binding mediation. The Union and the College may, by mutual agreement, seek the services of the Federal Mediation and Conciliation Services to assist in resolving any grievance that reaches the arbitration step. Mediation is only binding if the parties can come to an agreement. The Mediator shall have no power to alter, add to, or subtract from the terms of the Agreement. If mediation is unsuccessful, arbitration and respective timeline as outlined in 8.3.7 will apply.
- 8.3.7 If the Union Executive Board is not satisfied with the disposition of the grievance at 8.3.6, it may submit the grievance to arbitration by filing a demand for the same with the College President or designee within twenty (20) days of the 8.3.5 answer or if the College did not agree to mediation in 8.3.6. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS).
- A. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings and grounds or to reply on any evidence not previously disclosed to the other party.
  - B. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

- C. The arbitrator's decision shall be binding.
- D. The fees and expenses of the arbitrators shall be shared equally by both parties.
- E. If the grievant and/or the Union Executive Board fail to appeal a grievance to the next step on a timely basis, the grievance shall be deemed withdrawn.

**ARTICLE IX**  
**RECRUITMENT, HIRING AND PROBATION**

**Section 9.1 Vacancy and Posting**

Vacancy postings for current and new positions with a job description shall be given through the College email to the Union Co-Presidents within three (3) working days prior to being posted. When the position is filled, the Union Co-Presidents will be notified pursuant to Section 3.5 of this Agreement. A vacancy is defined as an opening in an established or newly created position. When a vacancy occurs, the Human Resources Department will post the vacancy in a timely manner, not to exceed ten (10) working days after final approval of when the position is received by the Human Resources Department. Exceptions may be made for full-time position(s) in grant funded and performance based departments/areas. Management reserves the right to replace vacant full-time position(s) in grant funded and performance-based departments/areas contingent upon funding. Notification of such vacancy will be posted in a prominent place on the Joliet Junior College website.

Positions will be posted for a minimum of four (4) working days prior to interviewing any applicants from outside the College. Notice of an opening will include the availability of a complete job description and grade level of the position. Any full-time or part-time bargaining unit employee applying for a position must do so in compliance with College application processes. Applicants for positions within the Campus Police Department will also complete all additional questionnaires as required by Campus Police and will be subject to complete background checks, investigations, and police department hiring requirements. It is the intention of the parties that job duties and responsibilities on the vacancy posting for current positions shall be consistent with the job duties and responsibilities for that position when it became vacant.

Under normal circumstances, and excluding approved leaves, temporary replacements for full-time or part-time bargaining unit position(s) will not exceed thirty (30) working days. If the position(s) is not filled, the Chief Human Resources Officer, in consultation with the appropriate supervisor, will discuss reasons for extending the temporary position(s) with the Co-Presidents of the Union. This extension should not exceed sixty (60) working days. If the position is still not filled, the Chief Human Resources Officer, in consultation with the appropriate supervisor, will discuss reasons for further extending the temporary positions(s) with the Co-Presidents of the Union.

Full-time or part-time internal applicants who meet the minimum qualifications of the job posting will be interviewed for open TOSSC Union vacancies and given full consideration. Internal applicants who meet the minimum qualification of a job posting may arrange an appointment with a Human Resources representative to discuss the open position, their qualifications, and their experience. The TOSSC executive board will be notified of new full-time position(s) as approved by the Board. A copy of the job description(s) will be provided.

### **Section 9.2 Starting Pay**

Recognizing the College's need to attract the best candidates, both parties agree that equal consideration must always be given for internal equity issues. Therefore, external candidates will not be offered a starting salary any higher than six (6) percent above the minimum of the grade's range for positions, unless the position is determined to be hard-to-fill, as defined below. For technical and hard-to-fill positions, external candidates will not be offered a starting salary any higher than five (5) percent below the midpoint of the grade's range, which needs to be mutually agreed upon by the Union and the College. Starting salary will be based upon factors such as the candidate's match to the required and preferred qualifications for the position.

Any exceptions to the above must be mutually agreed upon by the College and the Union.

Hard to fill positions are designated as those that:

- Special or unique competencies required for the position
- The availability and quality of candidates possessing the competencies required for the position
- The success of recent searches to recruit candidates for this position using indicators such as:
  - Offer acceptance rates
  - The proportion of positions filled
  - The length of time required to fill the position
- The salaries in the market for the role typically falls outside the College's compensation model for this position
- Employment trends and labor-market factors using indicators such as geographic factors

### **Section 9.3 Probation for New Employees**

New full-time or part-time employees are subject to a ninety (90) working day probationary period during which time they shall demonstrate ability to perform to the satisfaction of the College administration, exclusive of CSOs who are subject to a twelve (12) month probationary period (this probationary period would not affect uniforms, protective vests, training, or overtime procedures). Fringe time (vacation days, personal days, sick leave) for full-time employees would be prorated. If a full-time or part-time employee is still within this initial probationary period and applies for and accepts a promotion or transfer into another position, the probationary period in this section 9.3 must be completed as well as the probationary period in Section 9.4. At any time during this initial ninety (90) working day period, or during the additional probationary period in the case of a promotion or transfer within the initial probationary period, the administration may release such a full-time or part-time employee at its sole discretion without giving rise to a grievance. If circumstances warrant an additional thirty (30) working day probationary period, such additional probation will be reviewed by administration, and notice of this will be given to the full-time or part-time employee, immediate supervisor, and Union Executive Board. Following completion of such probationary period, seniority shall be measured from the first day of full-time or part-time employment.

### **Section 9.4 Probationary Employees Because of Job Transfer**

A full-time or part-time employee transferring positions or being promoted shall begin a thirty (30) working day probationary period beginning with the first day. If during the thirty (30) working day probationary period said full-time or part-time employee shall not demonstrate ability to perform to the satisfaction of the Administration and immediate supervisor, the full-time or part-time employee, if circumstance warrant, may be granted an additional fifteen (15) working day probationary period. This additional probationary period will be reviewed by the Administration. The immediate supervisor will

recommend that the employee be retained in the new position or be returned to their former position during the probationary period(s), without giving rise to a grievance. The Union will be notified if the additional probationary period is granted.

There shall be no loss of pay for an employee within the Union bargaining unit who is involuntarily transferred.

**ARTICLE X**  
**HOURS OF WORK AND OVERTIME/**  
**ADDITIONAL NON-SCHEDULED HOURS**

**Section 10.1 Application**

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

**Section 10.2 Work Day**

The College shall establish shift schedules and work times. Absent an emergency, the College shall give the bargaining unit employee ten (10) days' notice prior to changing the work schedule or shift start times.

- 10.2.1 When the work schedule for an employee is between eight and one-half (8 ½) hours and ten and one-half (10 ½) hours, they shall have a thirty-minute (30) unpaid lunch period away from their workstation.
- 10.2.2 As a condition of employment, the least senior member (by position seniority) qualified for the position will accept work days to include Saturday and/or Sunday as regular pay when their assignment requires them to work this schedule. Saturday and/or Sunday is part of the regular workweek when the vacancy announcement so indicates.
- 10.2.3 Full- and part-time employees are permitted a paid rest period away from their workstations not to exceed fifteen (15) minutes during each four or five hours of work. Rest periods are scheduled by the supervisor and are to be taken at a time and in a manner that does not interfere with the efficiency of the work of the department. The rest period is intended to be a recess which is preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure from work, nor may it be regarded as cumulative if not taken.
- 10.2.4 During flexible summer work hours, all offices are to remain operational throughout the summer. The College Administration will determine and publicize the guidelines for flexible hours in April of each year. The bargaining unit employee may choose from the approved flexible summer hour options with the approval of their supervisor and appropriate Cabinet Member as long as the office is able to remain operational. Flexible summer work hours fall under the guidelines of the Fair Labor Standards Act.
- 10.2.5 The College retains the exclusive rights per Article II Management Rights regarding work week/shift/duty assignment schedules.

When management finds it necessary to change or fill work week/shift/duty assignment schedules, eligible and qualified employees in the same title only will be assigned on a voluntary basis in the order of position seniority. Management will ensure the employee volunteering to change their schedule will move to the new work week/shift/duty assignment within ten (10) days of the employee's acceptance of that change. When there are no volunteers, the eligible and qualified employee with the least position seniority will be assigned. If such least senior employee does not accept the opportunity to move to assigned schedule changes, language from 10.2 will be invoked giving the employee ten (10) days' notice of change. For Campus Police Department employees, position seniority will be considered but will not be the sole determining factor when making the changes to work week, shift, or duty assignments.

This Article shall not prevent the College from assigning new employees to various work week/shift/duty assignment for training purposes.

#### 10.2.6 Tutor Employees

The College retains the exclusive rights per Article II Management Rights regarding work week/shift/duty assignment schedules. When two or more eligible and qualified members of the bargaining unit are available during the same time, and all other factors listed below are equal, position seniority will be the final factor considered.

##### A. Preliminary Assignments

Tutor assignments to members of the bargaining unit will be made no less than ten (10) days prior to the beginning of each semester. Tutor assignments will be determined on student need, tutor availability, tutor expertise, and work-day coverage.

##### B. Changes with Assignments

After initial schedules have been assigned, the College may modify the schedule in order to balance tutor availability and student demand. Affected employees will be given seven (7) calendar days before these changes take effect. Changes may take effect in less than seven (7) calendar days if both the College and the affected employee(s) agree.

##### C. Declined Assignments

Should a qualified and eligible bargaining unit member be unwilling or unable to work some or all of their scheduled hours, the College can offer those hours to another qualified and eligible bargaining unit member without regard to position seniority.

### Section 10.3 Overtime Pay

Full-time nonexempt bargaining unit employees shall receive overtime pay for hours worked over a forty (40) hour workweek at a rate not less than one and one-half (1 ½) times the regular rate of pay. The Fair Labor Standards Act (FLSA) does not require overtime pay for work on weekends, holidays, or regular days of rest, unless overtime is worked on such days. It is sometimes necessary for the supervisor to require that the employee work more than forty (40) hours in one week. There are also occasions when employees request to work overtime hours in order to complete necessary tasks. When such requests are for work to be performed more than two (2) hours in the future, employees shall request such time utilizing Overtime and Compensatory Request forms in advance.

Employees shall not work overtime without the approval of a supervisor. In the event that an employee is called by non-IT or non-Facilities personnel, such as Campus Police, another manager, or administrator, the employee will have been deemed to have received work authorization. If such a call is received outside of regular work hours, the provisions of Articles 10.10, 10.11 or 12.6.2 (Call-In, Standby or Holiday) shall apply. All employees will provide current and accurate contact information (for contact outside the workplace) to their supervisor in order that communications can be optimized.

The College will provide to the Union, on request, an overtime utilization report.

#### **Section 10.4 Overtime/Non-scheduled Hours Distribution**

Effective July 1<sup>st</sup> of each year of the Agreement, the overtime/non-scheduled hours list maintained by each department employing bargaining unit members will be cleared. The rotation of the distribution of overtime/non-scheduled hours for the new fiscal year will be in order of position seniority of eligible and qualified employees. An employee requesting to be skipped when it becomes their turn in the rotation shall not be included in the rotation again until their name is reached in orderly sequence of the next rotation and an appropriate notation shall be made in the overtime/non-scheduled hours roster. Once an employee has selected an overtime/nonscheduled hours assignment, they cannot be bumped by a bargaining unit member with more position seniority. If no one accepts the offer to perform overtime/non-scheduled hours work, the College shall by inverse order of position seniority assign the eligible and qualified bargaining unit member with the least position seniority to perform overtime/non-scheduled hours work. The next time overtime/nonscheduled hours work is not willingly accepted, the next eligible and qualified employee from the bottom of the position seniority list would be required to perform the work. This inverse order of position seniority process will continue through the entire list until the eligible and qualified bargaining unit member with the most position seniority is assigned, and the rotation will begin again.

Established College limits on number of hours employees can work (i.e., compliance with guidelines for ACA for part-time employees) will be considered for determining eligibility for overtime/non-scheduled hours.

When more urgent situations arise where overtime/additional non-scheduled hours must be filled immediately, the department will make an effort to distribute the hours fairly based upon the position seniority of, and previous distribution to, those volunteering to work the additional nonscheduled hours or will invoke the reverse position seniority assignment if necessary.

#### **Section 10.5 Closings for Weather**

10.5.1 When the College campuses are closed due to inclement weather conditions, bargaining unit employees who are scheduled to work are not expected to report to work, but will be paid at their regular rate of pay. If employees are required to work, they shall be paid at the regular rate plus one and one-half (1 1/2) for actual time on the job. The call-back rotation already in place will be utilized in determining staff (See Section 10.4). A closing shall begin at the time the College is declared closed by the President or their designee, and shall end when the College next opens for regular business or classes.



10.5.2 Bargaining unit employees who are unable to report to work due to inclement weather conditions may utilize personal leave or vacation leave. Leave without pay will be given where no leave is accrued.

### **Section 10.6 Other Closings**

10.6.1 When the College campuses are closed due to scheduled or unscheduled conditions other than weather, bargaining unit employees who are scheduled to work are not expected to work, but will be paid at their regular rate of pay.

10.6.2 Due to scheduled or unscheduled conditions other than weather, full-time or part-time bargaining unit employees who are required to work due to the nature of their position shall be paid at the regular rate plus one and one-half (1 1/2) for actual time on the job. The callback rotation already in place will be utilized in determining staffing (See Section 10.4). A closing shall begin at the time the College is declared closed by the President or their designee, and shall end when the College next opens for regular business or classes.

### **Section 10.7 Teaching Assignments**

In support of the mission of Joliet Junior College, the Union and the College encourage bargaining unit employees to accept adjunct teaching assignments as long as a mutually agreeable schedule can be created between the employee and their supervisor to perform their normal job duties with minimal disruption. The acceptance of these types of assignments with supervisor approval would not conflict with the normal work day as described in Section 10.2 above, except with written permission from the supervisor as to the revised work schedule. The acceptance of these types of assignments would never contribute to or result in overtime and/or comp time earned as part of the regular work day of the employee's normal eight (8) or ten (10) hour shift as described in Section 10.2 above.

### **Section 10.8 Temporary Assignment(s)**

10.8.1 Temporary assignments within each department or unit will be first offered to an eligible and qualified bargaining unit member based on (General) seniority, qualifications, and training.

10.8.2 When a bargaining unit member is temporarily assigned all of the duties and responsibilities of a position for more than four (4) continuous working days, either because of a vacancy or because the employee currently in that position cannot perform those duties and responsibilities (i.e., sick leave, jury duty), the bargaining unit member qualifies for temporary assignment pay of an additional \$1.00 per hour to the rates explained in 10.8.5. Sub-section 10.8.6 is not applicable in these situations.

10.8.3 When a bargaining unit member is temporarily assigned the duties and responsibilities of another position in addition to their own for more than four (4) continuous working days, either because of a vacancy or because the employee currently cannot perform those duties and responsibilities (i.e., sick leave, jury duty), the bargaining unit member qualifies for temporary assignment pay explained in 10.8.5.

- 10.8.4 The temporary assignment agreement between the manager/supervisor and the bargaining unit member should:
- A. Be established within ten (10) working days of the vacancy, or the absence of the employee, in the position;
  - B. Include information such as the anticipated length of the temporary assignment, clear communication about how this affects the bargaining unit member's regular duties, and when the temporary assignment pay will cease (i.e., the date the new employee is hired, the date the employee returns from leave); and
  - C. Be reviewed by the Human Resources Department and the Union.

10.8.5 When applicable based upon 10.8.2 and 10.8.3, temporary assignment pay will be calculated as follows and will be retroactive to the first date of the assignment:

Difference in Grades	Additional Pay Per Hour
Same or lower grade	\$1.00
1 grade above	\$2.00
2 grades above	\$3.00
3+ grades above	\$4.00

- 10.8.6 If a temporary assignment lasts longer than ninety (90) working days, the bargaining unit member will receive an additional one dollar (\$1.00) per hour to the rate already assigned according to the table in 10.8.5. The additional compensation will be paid starting on the ninety-first (91<sup>st</sup>) working day and will continue through the remainder of the temporary assignment.
- 10.8.7 The bargaining unit member will not receive the temporary assignment pay rate for their paid days off (i.e., vacation, sick, holiday) unless the employee is in such temporary assignment for thirty (30) continuous working days.
- 10.8.8 The above adjustments shall not apply to situations where positions have been reclassified as a result of modifying or combining job responsibilities.

### **Section 10.9 Absence**

When absent from work, employees must make a reasonable effort to notify their supervisor of the reason for the absence at the beginning of their shift. If the absence is continued beyond the first day, employees must notify their supervisor on a daily basis unless otherwise arranged and specifically approved by the supervisor. Failure to comply with this provision for three (3) consecutive workdays may be grounds for voluntary termination. Absences due to inclement weather when the College is not officially closed will require the use of either personal leave or vacation time.

### **Section 10.10 Call-in Pay**

When the employee is called in or an employee is reporting physically or virtually for emergency duty (a sudden, urgent, unexpected occurrence or occasion requiring immediate action) at the College's request for work which they had not been notified of in advance and which is outside of and not continuous with their regular work period, the employee shall be granted at least three (3)

hours pay at the rate of time and one-half or compensated at overtime, Sunday premium, or holiday pay, whichever is applicable.

### **Section 10.11 Standby**

Employees assigned or scheduled to be on “On call/standby” status shall be compensated with either eight (8) hours of compensatory time or stipend based on the employee’s current hourly rate, for each accumulated seven (7) day period of on call/standby time. Employees assigned to on call/standby status are required to be available for duty by leaving word at their homes or with their supervisors where they can be reached by phone and be in a position to return to work immediately when called. Upon return to work, such employees will not be eligible for call-in pay as provided in Section 10.10, but shall be paid for the actual time worked at the rate of time and one-half, or a minimum of two (2) hours, whichever is greater. A minimum of one (1) hour pay per incident shall be guaranteed for issues resolved from home.

### **Section 10.12 Training Pay**

All bargaining unit employees will be compensated at an additional three-dollars (\$3.00) per hour for training an employee (excluding a student worker) in addition to performing their regular job duties. If training more than one (1) employee simultaneously, an additional one-dollar (\$1.00) per hour per employee will be granted. Prior approval must be secured with the immediate supervisor and appropriate President’s Cabinet member. The training will be outside the full-time or part-time employee’s job description and limited to orientation and intensive training of employee(s). Such training will not exceed two weeks (ten working days) per each employee unless approved by the immediate supervisor and appropriate President’s Cabinet member. Documentation will be submitted with the bi-weekly payroll using the Request for Overtime/Comp Time form (See **Appendix E**).

Campus Safety Officers (CSOs) performing field training which has been approved by the Commander will be compensated at the above three-dollars (\$3) per hour rate for all hours training an employee.

### **Section 10.13 Shift Differential**

#### 10.13.1 General

Shifts for bargaining unit members, other than those working in the Campus Police Department (see next subsection), are as follows:

- A. First shift: Any shift that regularly starts at or after 7 a.m. but before 4 p.m.
- B. Second shift: Any shift that regularly starts at or after 4 p.m. but before 11 p.m.
- C. Third shift: Any shift that regularly starts at or after 11 p.m. but before 7 a.m.

#### Shift Differential

- A. Full-time bargaining unit employees who work on the second or third shift shall receive, in addition to their regular pay, fifty cents (50 cents) per hour on the second shift and sixty cents (60 cents) on the third shift. Such differential is to be added to the total wages and does not increase the base rate of pay.

- B. Part-time bargaining unit employees, whose shifts start after 4 p.m. but before 11 p.m., shall receive a shift premium of fifty cents (50 cents) per hour. Part-time employees, whose shifts start after 11 p.m. but before 7 a.m., shall receive a shift premium of sixty cents (60 cents) per hour. Shift premium will be paid for the actual hours worked on a shift.
- C. If a shift requires a start time within one shift but carries over into the next shift, shift differential pay will be paid at the rate of pay for the shift in which the majority of the hours are worked. In the event that the hours worked are evenly split between two shifts, the rate of pay will be paid at the rate of the higher shift.

#### 10.13.2 Campus Police Department

Shifts for bargaining unit members working in the Campus Police Department are intended to match the shifts of that department which are defined as:

- A. First shift: Any shift that regularly starts at or after 11 p.m. but before 7 a.m.
- B. Second shift: Any shift that regularly starts at or after 7 a.m. but before 3 p.m.
- C. Third shift: Any shift that regularly starts at or after 3 p.m. but before 11 p.m.

#### Shift Differential

- A. Bargaining unit members in the Campus Police Department who work on the first or third shift shall receive, in addition to their regular pay, sixty cents (60 cents) per hour on the first shift and fifty cents (50 cents) per hour on the third shift. Such differential is to be added to the total wages and does not increase the base rate of pay.
- B. For bargaining unit members in the Campus Police Department, if a shift requires a start time within one shift but carries over into the next shift, shift differential pay will be paid at the rate of pay for the shift in which the majority of the hours are worked. In the event that the hours worked are evenly split between two shifts, the rate of pay will be paid at the rate of the higher shift.

#### Section 10.14 Sunday Premium

Bargaining unit employees who are authorized to work and who work on Sunday (unless Sunday is included as the regular work week) will be paid at a double-time rate.

#### Section 10.15 Accrual of Compensatory Time

For each hour of overtime worked by a full-time bargaining unit employee in a given work week, one and one-half (1-1/2) hours of comp-time shall accrue if the employee does not claim the hours for overtime pay. If a bargaining unit employee works overtime on Sunday or a holiday, they will be compensated at the appropriate rate as defined in this agreement.

Compensatory Time during summer flex hours: Employees may request to receive compensatory time, in lieu of overtime pay, for hours worked in excess of forty (40). Compensatory time is accrued at the rate of one and one-half (1-1/2) for each overtime hour worked. If a bargaining unit employee works overtime on Sunday or a holiday, they will be compensated at the appropriate rate as defined in this agreement.

Full-time bargaining unit employees may accrue a maximum of two hundred and forty (240) hours of compensatory time per fiscal year. Any compensatory time earned must be used before any vacation time or leave without pay is used.

Compensatory time may be earned and used only with prior approval of the employee's immediate supervisor or their designee. Normal use of such time off is to be requested in writing at least three (3) working days in advance and must be approved by a supervisor. "Emergency" use of compensatory time off (not with three days' advance notice) shall be requested by the employee as soon as possible, and approval of such time shall be granted at the sole discretion of immediate supervisor or their designee. Any use of compensatory time shall be subject to the operational needs of the Department.

On approximately October 1 of each year, compensatory time not used by September 15 after the end of the fiscal year in which it was accrued will be paid at the employee's rate of pay of the fiscal year in which the compensatory time was earned.

As is current practice, records shall continue to be maintained to evidence the compensatory hours worked by each eligible full-time employee in a pay period, if any, and the number of hours of comp-time accrued by each eligible employee. Employees will receive a statement which includes comp-time accruals (Leave Plan Summary).

A full-time bargaining unit employee who is terminated and who has accrued compensatory time shall be paid for such accrued compensatory time at a rate not less than the average rate of pay for the preceding three years, or the final regular rate of pay, whichever is higher.

#### **Section 10.16 Court Time for Campus Safety Officers**

For a duty-related court appearance outside their hours of work (i.e., hours not during their normal shift or on a day not regularly scheduled), Campus Safety Officers shall be compensated at a minimum of two (2) hours or for all hours worked, whichever is greater.

### **ARTICLE XI** **PERFORMANCE**

#### **Section 11.1 Supervision and Performance Appraisal**

- 11.1.1 Using a form agreed to by the College and the Union, the immediate administrative supervisor has the authority and is charged with the responsibility to rate the performance of TOSSC personnel assigned to their area on a yearly basis, at a minimum. He or she may delegate to supervisors in the department certain evaluation and performance supervision.
- 11.1.2 Employees shall be given a minimum of three (3) working days' notice prior to the evaluation meeting and a detailed description of what the employee will need to bring to the meeting. Employees shall have access to or be given the performance appraisal form completed by the supervisor at least one (1) working day prior to the meeting to have adequate time to review the information and be prepared for the meeting.

- 11.1.3 At the time of such appraisal, the supervisor shall have available the employee's specific job description, job duties, performance, and performance appraisal standards to be reviewed by both the employee and the supervisor to aid in the discussion of patterns of performance for the past year and expectations for the upcoming year.
- 11.1.4 Unsatisfactory job performance is performance that fails to meet minimally expected performance standards. A supervisor will attempt to resolve unsatisfactory job performance issues with an employee through informal discussions throughout the year. When these actions fail to result in improved work performance, the College will generally engage in the concept of progressive discipline (see Article VII). If a performance review meeting becomes disciplinary in nature in the employee's judgment, the employee shall have the right to adjourn the meeting and reschedule it when Union representation can be present and normal progression for discipline can be followed per Article VII.
- 11.1.5 Each employee has the right to add written comments regarding the performance appraisal on the appraisal form at the time of any review and subsequently if any changes are made. The employee's signature on the performance appraisal form signifies that the performance appraisal has been reviewed and discussed with the employee, but it does not signify that the employee agrees with the appraisal.
- 11.1.6 Each employee shall have the right to see any changes, deletions, or additions to the performance appraisal made by the immediate supervisor, a higher supervisor, department head, administrator, or the Human Resources Department. Such changes shall be initialed by the individual making them and discussed with the employee. Again, if the employee feels this has turned the appraisal process into a disciplinary meeting, the employee may reschedule it when Union representation can be present. Likewise, the employee is also given the opportunity to add comments to the form if changes, deletions, or additions have been made after the initial review with the immediate supervisor.
- 11.1.7 The employee shall have access to or be provided with copies of the completed performance appraisal, and no other changes, deletions, or additions may be made by anyone. The completed performance appraisal shall be submitted by the immediate supervisor to the Human Resources Department and placed in the employee's official personnel file located there. An appraisal which is not in the official file shall not be part of the official record of the employee in considering discipline or future performance reviews. Employees have the right to review their official personnel files upon request per Article XV, Personnel Records.

## **ARTICLE XII** **LEAVE PROVISIONS**

### **Section 12.1 Sick Leave**

#### **12.1.1 Accrual and Procedures**

On July 1<sup>st</sup> of each fiscal year, twenty (20) days of sick leave per year will be granted to full-time bargaining unit employees. For newly hired full-time employees to the College, sick leave shall be retroactive to each newly hired employee's employment starting date with the employer. No sick leave shall be taken during the first sixty (60) calendar days of new employment with the College. At the end of sixty (60) calendar days, sick leave

for newly-hired employees will be prorated, up to a maximum of twenty (20) days per twelve (12) months for full-time employees. It is understood that any earned sick leave reported to SURS is contingent upon SURS acceptance.

Full-time bargaining unit members who have accumulated three hundred (300) or more sick days as of July 1, 2020, will be allowed to accumulate up to three hundred and eighty (380) days. Any bargaining unit member who has accumulated more than three hundred and eighty (380) days as of July 1, 2020, may keep their allotment of sick leave. All other full-time bargaining unit members may accumulate up to a maximum number of three hundred sixty (360) days.

#### 12.1.2 Earned Sick Leave & Carryover

Sick leave will be earned by eligible employees while on Family and Medical Leave (FMLA) but will not be earned on periods outside of FMLA such as approved additional leave (including disability, and other medical/sick leave, or unpaid time off) as the employee is not in an active working status. Upon return to work, accruals will resume and/or be pro-rated accordingly. This does not mean the employee will gain any retroactive time for sick leave not earned while on approved additional leave.

#### 12.1.3 Usage & Recording

Leave meeting the eligibility criteria for FMLA will follow the guidelines and requirements for FMLA and be designated as such. Where applicable, a leave may also be applicable as an accommodation under the Americans with Disabilities Act (ADA) or other appropriate state or federal laws and mandates, and will follow all applicable guidelines and requirements.

Employees may use sick leave for their own personal illness, injury, quarantine and medical appointment or for an eligible family member: employee's spouse, child, domestic partner, sibling, parent, mother/father-in-law, brothers/sisters in-law, legal guardianship grandparent, grandchild, stepchild and stepparents. Use of sick time for these purposes is meant for short-term duration and is not intended to create additional leave above FMLA or accommodations under ADA, if applicable. Sick days used for an eligible family member (excluding leave under the FMLA) cannot exceed five consecutive business days. An additional five business days (10 day maximum) may be approved by Human Resources.

Employees should follow attendance guidelines as indicated in the Employee Handbook and any established departmental procedures for calling in and/or requesting sick leave. Sick leave must be recorded based on time off requests/reporting processes at the time of the request or usage of sick time. Sick leave for scheduled absences should be requested in advance and scheduled when feasible to lessen disruption to the work area.

#### 12.1.4 Earned Time Limits

After the initial twelve (12) weeks of continuous leave, if qualified for FMLA, or upon exhausting paid time off, whichever occurs first, no additional sick leave time will be earned until the employee has returned to active status.

Employees who earn sick time on a fiscal year basis will receive sick leave hours on a pro-rated basis calculated on scheduled work time remaining for the fiscal year.

Vacation leave balances may also be adjusted for those employees earning vacation leave on a fiscal year basis when an employee is out on a medical/sick leave of absence outside of the initial twelve (12) weeks of continuous FMLA leave.

#### 12.1.5 Return to Work

A sick leave absence in excess of three (3) consecutive days requires the employee to present to Human Resources a written physician's note or statement from other licensed medical authority indicating that the employee or eligible family member was under their care. The note/statement should indicate a release date to return to assigned duties. This note must be provided to Human Resources prior to the employee resuming work duties. Human Resources reserves the right to request a doctor's note/statement and return to work documentation for absences less than three (3) days when the frequency of absence is such that creates a concern of abuse or misuse.

#### 12.1.6 Concurrent Leaves

Other leaves may run concurrently to paid sick leave (e.g. FMLA or ADA).

#### 12.1.7 Benefit Coverage

Insurance coverage is maintained for eligible employees while on paid sick leave. Employees will be required to make contributions for continuation of benefits or insurance while on an approved unpaid leave (FMLA, ADA).

#### 12.1.8 Employee Donated Sick Time

All bargaining unit employees who have exhausted all of their sick time, vacation, personal, floating holiday, and compensatory time may be eligible for employee-donated sick (EDS) time (in accordance with Board Policy 2.04.00 and Institutional Procedure 2.04.00.00).

Employee donated sick time will be considered when an employee continues to be on an approved leave for their own serious health condition and has exhausted all paid leave time. In a situation where the individual did not use the entire 45 day maximum donation because they received their sick time, the individual may be eligible to use the balance of the donation once their leave time is once again exhausted.

For an additional second request for donated sick leave to be considered, an individual must complete three (3) additional years of full-time service, from the date of the first day of the donated sick days to become eligible.

#### 12.1.9 Maximum Leave Duration

Generally, the maximum leave duration (paid and unpaid) for a medical related leave of absence will be limited to twelve (12) months. This will include FMLA and any reasonable accommodation under the Americans With Disabilities Act (ADA) because of a serious health condition (See ADA policy). To be considered actively returned to work, the employee must return for at least 10 work days.



#### 12.1.10 Worker's Compensation

For all bargaining unit employee who qualify under Worker's Compensation for loss of pay, the College will pay the difference between regular pay and what they received from Worker's Compensation. The proportionate amount the College pays will subtract that same portion of a sick leave day from this accumulated sick leave.

### **Section 12.2 Family and Medical Leave**

#### 12.2.1 Employee Eligibility

To be eligible for FMLA benefits, a bargaining unit member must:

- A. Work for a covered employer;
- B. Have worked for the employer for a total of twelve (12) months;
- C. Have worked at least 1,250 hours over the previous twelve (12) months; and
- D. Work at a location in the United States or in any territory or possession of the United States where at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

#### 12.2.2 Leave Entitlement

A covered employer must grant an eligible employee up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- A. For the birth and care of a newborn child of the employee;
- B. For placement with the employee of a son or daughter for adoption or foster care;
- C. To care for a spouse, son, daughter, or parent with a serious health condition;
- D. To take medical leave when the employee is unable to work because of a serious health condition; or
- E. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

#### 12.2.3 Substitution of Paid Leave for Unpaid Leave

Prior to granting unpaid leave, any accumulated sick, personal, and vacation leave that is available to an employee must be used concurrently with FMLA leave. Employees must comply with the College's normal paid leave policies.

#### 12.2.4 Job Restoration

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. An employee has no greater right

to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

#### 12.2.5 Notice and Certification

Employees seeking to use FMLA leave are required to provide thirty (30) day advance notice of the need to take FMLA when the need is foreseeable and such notice is practicable. Employees must provide sufficient information for the College reasonable to determine whether FMLA may apply to the leave request.

#### 12.2.6 Certification

The College may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The College may require second or third medical opinions (at the College's expense) and periodic recertification of a serious health condition. The College may use a health care provider, a human resource professional, a leave administrator, or a management official, but not the employee's direct supervisor, to authenticate or clarify a medical certification of a serious health condition.

All bargaining unit members must comply with the College's usual and customary notice and procedure requirements for requesting FMLA leaves established by the Board of Trustees Policy in addition to the Family and Medical Leave Act of 1993 Notice and Certification requirements. The College will adhere to all amendments to the Family and Medical Leave Act of 1993 (National Defense Authorization Act 2008) and COBRA laws and regulations.

### **Section 12.3 Bereavement Leave**

The immediate supervisor should be notified of the death as soon as possible.

#### 12.3.1 Full-time Bargaining Unit Employees

If there is a death in the immediate family, the full-time employee may be excused from work and be paid at the regular straight time rate for the excused time.

Pay will be limited to the necessary time lost from the regular schedule not to exceed three (3) workdays. An additional four (4) days may be taken and will be charged to the employee's available leave days as they designate. In addition to the above, the appropriate Cabinet member or designee may approve absences under this section in special cases.

#### 12.3.2 Part-time Bargaining Unit Employees

If there is a death in the immediate family, the part-time employee may be excused from work and be paid at the regular straight time for the excused time. Pay will be limited to the necessary time lost from the regular schedule not to exceed three (3) workdays.

12.3.3 The term *immediate family* is meant to include the following:

Spouse	Mother-in Law	Grandchildren
Children	Father-in Law	Half-Brother
Mother	Brother-in Law	Half-Sister
Father	Sister-in Law	Spouse's Grandparents
Grandmother	Daughter-in Law	Members of the Household
Grandfather	Son-in Law	Step-Parents
Brother	Aunts and Uncles	Step-Children
Sister	Nieces	Nephews
Legal Guardianship		

The same relationships apply to Domestic Partners.

The appropriate Cabinet member or designee may approve absences under this section in special cases. Additional fringe days may be approved if necessary for travel.

**Section 12.4 Personal Leave**

12.4.1 Amount of Personal Leave Granted

Each full-time bargaining unit employee will be granted twenty-four (24) hours of personal leave per fiscal year.

12.4.2 Unused Personal Leave

At the end of the fiscal year, unused personal leave shall be accumulated as sick leave.

**Section 12.5 Jury Duty**

The College agrees to pay each member of the bargaining unit who reports for and/or serves on jury duty for all regularly scheduled work hours. The employee will be paid the difference between monies paid to a jurist and the member of the bargaining unit's regular salary.

**Section 12.6 Holidays**

12.6.1 Holidays Granted

Full-time bargaining unit employees will be granted the following holidays:

- |                        |                      |                           |
|------------------------|----------------------|---------------------------|
| Independence Day       | Day before Christmas | Martin L. King's Birthday |
| Labor Day              | Christmas            | Presidents Day*           |
| Veteran's Day          | Day after Christmas  | Good Friday               |
| Thanksgiving Day       | New Year's Eve Day   | Memorial Day              |
| Day after Thanksgiving | New Year's Day       |                           |

\*or date designated by the College

#### 12.6.2 Holiday Pay

Full-time bargaining unit employees who work on holidays will be paid at the rate plus time and one-half. The overtime rule does not apply (8 hours + 8 hours + 4 hours = 20 hours). Because of their 24/7 operation, holiday pay for bargaining unit members in the Campus Police Department will be paid for working on calendar holidays as opposed to the days the College chooses to observe the holidays (i.e., Saturday, July 4<sup>th</sup>, rather than Friday, July 3<sup>rd</sup>).

#### 12.6.3 Weekend Holidays

If any one of the holidays in subsection one (1) above falls on a weekend, the holiday can be traded for another day at a time agreed upon by the College.

#### 12.6.4 Replacement Holidays

A full-time bargaining unit employee whose regularly scheduled day off falls on a holiday shall not receive that holiday, but instead shall receive a replacement holiday. Use of the replacement holiday shall be by mutual agreement of the employees and their supervisor.

#### 12.6.5 Holidays worked: Part-time Employees

The part-time bargaining unit employees who work on holidays will be paid at their regular rate plus time and one-half. The overtime rule does not apply. Because of their 24/7 operation, holiday pay for bargaining unit members in the Campus Police Department will be paid for working on calendar holidays as opposed to the days the College chooses to observe the holidays (i.e., Saturday, July 4<sup>th</sup>, rather than Friday, July 3<sup>rd</sup>).

### **Section 12.7 Vacation**

#### 12.7.1 Vacation Date Conflicts

Requests for vacation leave will be handled on a first come, first served basis. Such requests can be made up to twelve (12) months in advance. All requests for time off submitted will be reviewed and either approved or denied (due to operational need) within seven (7) working days.

If there is a conflict in dates desired between bargaining unit employees whose leave requests were received on the same day, the most senior department member receives preference if the immediate supervisor approves of the vacation schedule. If the supervisor determines that the department's staffing needs will be met, the second member's request may be approved, however, this is not a guarantee. Once the member's/members' time is approved, the member cannot be bumped out of their approved time by a senior member.

#### 12.7.2 Number of Vacation Days Granted

The following schedule will be in effect for full-time bargaining unit employees: years one (1) through five (5), two (2) weeks of vacation; from year six (6) and beyond, four (4) weeks of vacation, with carryover earned, not taken, vacation into subsequent fiscal years up to 240 hours (30 days).

Vacation is given "up front" as of July 1. In the event of termination, vacation time used in excess shall be reimbursed to the College and may be withheld from final paycheck. Should final paycheck be insufficient to reimburse vacation time used, the employee will pay back

for any time not earned. The employee will be responsible for any additional costs the College incurs to collect such pay back funds.

#### 12.7.3 Vacation Pay

Full-time bargaining unit vacation pay shall be paid on the basis of the regular rate prevailing at the time vacation is taken.

#### 12.7.4 Vacation Carry Over

Any vacation time remaining on June 30 of each year in excess of the above maximum allowable accumulations will be lost, except as follows:

- A. If a full-time bargaining unit employee canceled a previously scheduled and approved vacation at the request of the immediate supervisor, and it cannot be rescheduled at a later date, this time may be carried into the next fiscal year.
- B. If a full-time bargaining unit employee has a verifiable illness in the family and is unable to use the vacation time as previously scheduled and is unable to reschedule the vacation at a later date, this time maybe carried into the next fiscal year.
- C. All decisions made on carry-over of vacation are discretionary and not precedent setting. All decisions must be approved by the appropriate President's Cabinet member or designee.

Grant-funded employees are required to use up all vacation in accordance with Board Policy 2.03.06 Grant Funded Employment.

### **Section 12.8 Service Recognition for Full-Time Employees**

#### 12.8.1 Years Five (5) through Fourteen (14)

One (1) floater day per fiscal year may be taken at a time agreed by the immediate supervisor for members of the bargaining unit who have more than five (5) years seniority with the college.

#### 12.8.2 Fifteen Years and Beyond

Beginning with the fifteenth (15) year of full-time service, an additional floater holiday will be granted, at a time agreed by the immediate supervisor for members of the bargaining unit. This day is in addition to the one (1) floater day as granted above.

### **Section 12.9 Part-time Employee Leave**

On July 1<sup>st</sup> of each fiscal year, part-time bargaining unit employees will be granted paid leave based upon the following schedule:

- A. Average of 23+ hours worked per week for the last year: Twenty-eight (28) leave hours
- B. Average within range of 18-22 hours worked per week for the last year: Sixteen (16) leave hours
- C. Average within range of 10-17 hours worked per week for the last year: Eight (8) leave hours

D. Average of less than 10 hours worked per week for the last year: Zero (0) leave hours

On July 1st of each fiscal year, eight (8) hours of paid leave will be granted to those part-time employees who achieve five (5) calendar years of service.

Effective July 1, 2020, newly hired part-time bargaining employees will be frontloaded paid leave that will be based on the employees' projected hours they will be working. This projection will be provided to HR by the employee's supervisor at the time of hire. The employees paid leave will be prorated based on the employee's hire date.

The use of these leave hours must not exceed the employee's scheduled work hours per week and be approved, in advance when possible, by the immediate supervisor so the schedule for that department is minimally affected.

On July 1st of each fiscal year, additional hours will be granted based upon the schedule above, accumulative up to a maximum of three hundred sixty (360) days. It is understood that any earned sick leave reported to SURS is contingent upon SURS' acceptance.

### **ARTICLE XIII** **INSURANCE**

#### **Section 13.1 Insurance Committee**

The College and the TOSSC agree to the appointment of a joint committee to continue to study the insurance programs and benefits of the College as they affect the employees of the College. This study shall specifically consider the possible programs and benefits during the interim between negotiations of collective bargaining agreements, such to be subject to overall financial guidelines and limitations, and to the extent to which such on-going committee would have the utilization of specific funds for its work. The Committee may recommend changes in such insurance programs and benefits to the College President and each bargaining unit President or Co-Presidents during the interim between the negotiations of collective bargaining agreements. The TOSSC shall appoint three (3) full-time bargaining members to the committee. The committee shall choose its own chairperson when it first meets.

The committee shall report its results as soon as such have been completed to the President of the College and to the TOSSC representatives. Nothing the committee acts upon shall be deemed to be binding to either party to alter any aspect of the current collective bargaining agreement. The foregoing shall not serve as a formal re-opener of any part of the Agreement except as the parties shall otherwise mutually agree.

#### **Section 13.2 Health Insurance**

13.2.1 Health insurance, which includes medical, dental, vision, and prescription insurance, for new, full-time bargaining unit employees, their spouse, and eligible dependents, shall commence on the first day of full-time employment with the College.

13.2.2 Coverage with Joliet Junior College will terminate on the last day of the month worked.

### **Section 13.3 Cost Containment**

The Union agrees not to withhold approval of recommended cost-reduction methods suggested by the insurance committee, including plan structure and employee out of pocket costs, if the overall increase in costs per employee exceeds 16% in any one year or an average of 10% or more in any consecutive three years. The insurance committee shall consider plan changes necessary to control plan costs. With the concurrence of both parties by letter of agreement, such changes may be implemented at any time under this Agreement.

This contract adopts a cost-sharing approach to be referred to as the employee's contribution for medical and other health-related insurance. The employee contribution will help fund the cost of health care provided by the College. The member's standard contribution will be 8% of the College's cost per employee for the level of insurance coverage selected. For remaining years of this contract, the Union and the Board agree the insurance committee's recommendations that have been accepted by the Faculty Council under 12.4.2 of their current contract (2019-2023) and approved by the Board will be implemented.

### **Section 13.4 Federally-Mandated Health Insurance Requirements**

If federally-mandated health insurance requirements increase the total health insurance benefits costs to the College or change the scope or type of health insurance benefits which must be provided by the College under Article XIII (13) of this Agreement, the College and the Union will meet to negotiate necessary modifications to the health plan.

### **Section 13.5 Life Insurance**

13.5.1 A life insurance policy shall be provided for each full-time bargaining unit employee during the period of full-time employment in the amount of \$10,000 over annual base, plus accidental death and dismemberment provisions. Full-time Clerical staff will maintain their current life insurance benefits until fall of 2021, open enrollment, at which time they will transition to the plan described above.

13.5.2 A full-time bargaining unit employee may purchase optional term-life insurance up to \$750,000 for themselves and spouse, and optional term-life insurance may be purchased for children at the cost of the insurance under the group rate.

13.5.3 A life insurance policy will be provided to part-time bargaining unit members in the amount of \$30,000 beginning the fall of 2021 open enrollment.

### **Section 13.6 Flexible Benefit Plan**

If permitted by law, the College may maintain a Section 125 flexible benefit plan.

## **ARTICLE XIV CAMPUS POLICE DEPARTMENT EMPLOYEES**

### **Section 14.1 Uniform Reimbursement**

All campus police department bargaining unit employees' uniforms shall be prescribed by the Chief of Police or their designee provided the College shall continue to provide a vendor for such uniforms.

For the duration of the contract, the College shall provide all full-time police department bargaining unit employees covered by this Agreement an annual allowance in the sum of one thousand-fifty dollars (\$1,050) for the purpose of purchasing and maintaining their uniforms. Part-time police department bargaining unit employees shall receive seven hundred and fifty dollars (\$750) for the purpose of purchasing and maintaining their uniforms.

The allowance will be paid either: 1) to the police department bargaining unit employee on their paycheck or 2) to the uniform vendor, thereby establishing a credit for a specific police department bargaining unit employee. Each police department bargaining unit employee must declare which of these two options they choose for the fiscal year, or upon hire for that fiscal year, by utilizing a form agreed to by both the Union and the College. The form must be submitted to the secretary in the Campus Police Department by June 1 of the previous fiscal year; if not submitted within the established deadline, the College will determine the option for the police department bargaining unit employee. For new employees, the form must be submitted within the first week of employment.

Payment of said allowance shall be made in two equal installments according to the option selected for that fiscal year or in accordance with an approved MOU. The first installment shall be made or credit established by July 31st of each year of this Agreement. The second installment shall be made or credit established by January 31st of each year of this Agreement. For new employees, the first installment shall be made or credit established within a month after their employment date.

#### **Section 14.2 Body Armor**

The College will provide a protective vest (body armor) of minimum Level 3A quality as defined by the National Institute of Justice for CSOs. CSOs shall be required to wear the protective vest while on duty and may be subject to discipline for failure to wear said vest.

#### **Section 14.3 Replacement of Personal Property**

The College will incur the cost of repairing or replacing, as necessary, a CSO's personal property (deemed to be reasonable) if the item is damaged or broken during the course of the employee's regular duties and not due to normal wear and tear. The incident shall be documented and a voucher for replacement filed with the CSO's immediate supervisor prior to the end of the shift on which the damage occurred.

#### **Section 14.4 Required Training**

Training and/or study courses required of a CSO which has been recommended by the Chief of Police or their designee or required to the introduction of new equipment shall be fully funded by the College.

#### **Section 14.5 Substance Abuse Testing and Rehabilitation**

##### **14.5.1 Statement of College Policy**

It is the policy of the College that the public has the reasonable right to expect persons employed by the College to be free from the effects of drugs and alcohol. The College, as the employer, has the right to expect its employees to report to work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the employees.



#### 14.5.2 Prohibitions

Employees shall be prohibited from:

- A. Consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any College premises or job sites, including all College buildings, properties, vehicles, and the employee's personal vehicle while engaged in College business;
- B. The use, possession, or the sale, purchase, or delivery of any illegal drug at any time on or off duty (unless in accordance with duty requirements);
- C. Being under the influence of alcohol or illegal drug during the course of the work day;
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

#### 14.5.3 Drug and Alcohol Testing Permitted

Where the College has a reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the College shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel, who is not a member of the bargaining unit represented by the Union, must certify in writing their reasonable suspicion concerning the affected employee prior to any order to subject the employee to the testing authorized herein. There shall be no random testing or unit-wide testing of employees, except random testing of an individual Employee as authorized in Section 14.5.4 below. The foregoing shall not limit the right of the College to conduct tests as it may deem appropriate for persons seeking employment as Campus Safety Officers prior to their date of hire.

#### 14.5.4 Order to Submit to Testing

At the time an employee is ordered to submit immediately to testing authorized by this Agreement, the College shall provide the employee with written notice of order, setting forth all of the reasonable suspicions which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. The employee's inability to obtain Union representation and/or legal counsel shall not unreasonably delay conducting the test, and in no event shall the delay be longer than two (2) hours. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that they may have.

#### 14.5.5 Tests to be Conducted

In conducting the testing authorized by the Agreement, the College shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and which has a medical review officer on staff to review the records.
- B. Insure that the laboratory or facility selected conforms to all NIDA standards.

- C. Establish a chain of custody procedure for both the sample collection and testing that will insure that integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become part of such chain of custody.
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test resolved for later testing if requested by the employee.
- E. Collect samples in such a manner as to preserve the individual employee's right to privacy, but also to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GMCS) or an equivalent or a better scientifically accurate and accepted method that provided quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional reserved sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense, provided the employee notifies the College within seventy-two (72) hours of receiving the results of the test, and provided that the clinical laboratory or hospital facility conforms the same criteria as set forth above.
- H. Require that the laboratory or hospital facility report to the College that a blood or urine sample is positive only if both the initial screening and confirmation test is positive for a particular drug. The parties agree that should any information concerning such testing or results thereof be obtained by the College that is inconsistent with the understanding expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the College will not use such information in any manner or forum adverse to the employee's interests. This is intended to protect the confidentiality of such information and shall not prohibit the College from using positive test results in any disciplinary action or proceeding against the affected employee.
- I. Require that with regard to alcohol testing for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. Anything below .02 would be considered negative.
- J. Provide each employee tested with a copy of all information and reports received by the College in connection with the testing and the results within three (3) days of receipt.
- K. Insure that no employee is subject to any adverse employment action except emergency temporary reassignment or relief from duty with pay pending results of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### 14.5.6 Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance claiming that any provision of the Contract has been violated. The filing of a grievance shall not affect the College's right to take disciplinary action against the employee if otherwise allowed under this Article. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

#### 14.5.7 Voluntary Requests for Assistance

The College shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug-related problem, other than if they are then unfit for duty in their current assignment. The College may require reassignment of the employee with pay, if such reassignment is possible or available. If no reassignment is possible or available, or if the employee is unable to work due to the treatment or counseling they are receiving, the employee may take an unpaid leave of absence subject to approval by the College. Such an employee may elect to use accumulated time-off options during or as part of such a leave of absence. The College shall make available through its Employee Assistance Program, a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the College, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

#### 14.5.8 Discipline

The employer retains its right to discipline employees for violations of its substance abuse policy in accordance with the Agreement.

No disciplinary or adverse employment action will be taken against employees who voluntarily identify themselves as having a substance abuse problem and obtain counseling and rehabilitation through the College's Employee Assistance Program, prior to any conduct giving rise to a notice to be tested and, thereafter, refrain from violating the College's policy on alcohol and drug abuse and comply with the following conditions:

- A. The employee agrees to appropriate treatment as determined by the physicians involved.
- B. The employee discontinues his use of illegal drugs or alcohol.
- C. The employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- D. The employee agrees to submit to random testing during hours of work during the period of "after care."

The employees who do not agree or who do not act in accordance with the foregoing or test positive for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as obligation on the part of the College to retain an employee on active status throughout the period of treatment if it is appropriately determined that the effect of the employee's use of alcohol or drugs prevents such individual from

performing the duties of a Campus Safety Officer or whose continuance on active status would constitute a direct threat of the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the College's right to discipline the employee for misconduct.

## **Section 14.6 Fitness for Duty**

### **14.6.1 Statement of Policy**

It is the policy of the College that the public has the reasonable right to expect persons employed by the College to be free of the effects of drugs and alcohol. The College as the employer has the right to expect its employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

### **14.6.2 Medical/Psychological Examinations**

If at any time there is a question concerning an employee's fitness for duty and the College outlines the concern in writing to the employee, the College may require, at its expense, that the employee submit to a reasonable medical and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the College to determine if the employee is fit for work.

## **ARTICLE XV PERSONNEL RECORDS**

Only one (1) official personnel file shall be maintained in the Human Resources Department at the College for each employee. An employee shall receive a copy when something evaluative is placed in their file and shall have the right to respond in writing to anything placed in the employee's file. Such files may be examined upon written request through the Human Resources Department. Such request shall be honored within fifteen (15) working days if made during normal business hours. A designee of the College administration may be present during such review. Nothing which has been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the employee. No material from the personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the employee's consent, except as required by law, court order or records subpoena, as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

## **ARTICLE XVI DRUG AND ALCOHOL POLICY**

As a public employer, the College is in compliance with the Federal and State Drug Free Workplace Acts. Bargaining unit members may access information about these Acts by visiting the Human Resources Department.

Joliet Junior College and the Union agree that TOSSC union employees will adhere to Board Policy 2.16.01 and related procedures submitted and agreed upon once approved by the Board of Trustees. The parties further agree that if the content of the policy changes, the College will bargain in good faith with the Union over the impact of those changes.

**ARTICLE XVII**  
**RECLASSIFICATIONS, TRANSFERS, PROMOTIONS AND DEMOTIONS**

**Section 17.1 Upgrade**

17.1.1 Definition

An upgrade, or upward reclassification, is defined as an increase made to the grade level of a position based upon substantial changes in the position's duties and responsibilities as evidenced on the Upgrade/Reclassification Form (**Appendix C**). A reclassified employee retains the majority of the prior functions of the position and assumes additional functions as well.

17.1.2 Upgrade/Upward Reclassification Compensation

The pay for an employee upgraded/reclassified to a higher TOSSC grade level shall be increased by six (6) percent or to the minimum of the salary grade, whichever is greater. In some instances when a reclassification is not justified, an in range pay adjustment may be applied.

17.1.3 Job Position Review and Appeal Process

Effective FY 2022, a bargaining unit employee may request a formal review of their position classification and/or salary grade placement according to the following procedure:

- A. On or before January 15<sup>th</sup> of each year, the Human Resources Department will provide notification to all bargaining unit members to return the formal job position questionnaire completed, and signed, to the Chief Human Resources Officer by February 15<sup>th</sup> of the same calendar year. The questionnaire will be available in the College Portal and included in **Appendix C**.
- B. The employee must complete the position questionnaire and meet with their immediate administrative supervisor to review the document which will include an area for them to indicate whether or not they support the request. The immediate supervisor has the responsibility to meet with their appropriate manager and/or President's Cabinet member to review the form prior to the submission to HR. The supervisor's manager and/or President's Cabinet member should also indicate whether or not they support the request.
- C. The employee must include with or on the form:
  1. Evidence of substantial changes in the position duties and responsibilities;
  2. Evidence of the employee's qualifications to meet the changes in the duties and responsibilities which shall be ongoing.

- D. The Human Resources Department will review all reclassifications/upgrades received by the deadline, including those not supported at the supervisor, supervisor's manager, and/or President's Cabinet member level, and will provide its evaluation/recommendations on each submission to the President's Cabinet by May 1<sup>st</sup>. The President's Cabinet will review the information and provide its decision on upgrade requests to the HR Department. The President's Cabinet member will communicate the response to the employee and their supervisor by June 1<sup>st</sup> of the same calendar year.
- E. If a request is denied by the President's Cabinet, the employee may request an appeal meeting with the appropriate President's Cabinet member by completing the Upgrade/Reclassification Appeal form in **Appendix D**. The meeting may include a Union representative, if requested, and their immediate supervisor. If the President's Cabinet member approves and supports the appeal, the appeal will be sent to HR for a final compensation analysis. If the request is denied after the appeal review, a discussion will be held with the employee, the supervisor, and the appropriate President's Cabinet member to provide specific reasons for the denial.
- F. If a request is approved, the upgrade will be effective July 1<sup>st</sup> of the same calendar year.

A full-time or part-time bargaining unit member may not receive a lower classification as a result of seeking a reclassification/job position review.

Human Resources will provide to the union co-president's an initial report of those bargaining unit members requesting an upgrade/reclassification and a report with the final disposition of the upgrade/reclassification requests.

The Union and the College agree the concept of developing a framework where employees are provided with an opportunity for growth within their current salary grade could be beneficial and are open to future discussions about such a concept.

## **Section 17.2 Promotions**

### **17.2.1 Definition**

A promotion is defined as movement from one position to a different position with a higher salary grade through a recruitment process/procedure as defined by Human Resources.

### **17.2.2 Promotional Compensation**

Employees promoted to a higher TOSSC grade level will not be offered a promotional salary any higher than the midpoint of the new grade's range. If the employee's current salary is above the midpoint of the new range, the pay for the employee shall be increased by six (6) percent. Promotional increases will be based upon factors such as the candidate's match to the required and preferred qualifications for the position.

In the event that the employee voluntarily returns to their previous position during the probationary period as defined in section 9.4, the employee's pay will be adjusted to the level they would have been in absence of the promotion.

### 17.2.3 Effective Date

Employees promoted will be moved into their new position within twenty (20) business days of the acceptance of the offer of the position, unless the start date for the new position is otherwise defined in the position posting or during the interview process. When agreed to by the College and the affected employee, there may be a one-time extension to the twenty (20) business days mentioned above; the extension may be up to an additional five (5) business days.

## **Section 17.3 Lateral Transfers**

### 17.3.1 Definition

A lateral transfer is defined as either voluntary or involuntary movement from one position to a different position with the same salary grade.

### 17.3.2 Lateral Transfer Compensation

The pay for an employee transferred laterally may or may not change. In some cases, an in-range increase for the lateral transfer compensation shall be considered by a compensation analysis completed by the Human Resources Department when the new position's qualifications are more complex than the previously held position.

A voluntary or involuntary transfer will require an updated job description for the new position prior to the transfer so the employee is provided with the opportunity to understand the new expectations. If the involuntary transfer requires certifications or other qualifications not part of the previously held position, the College will assist the employee financially in achieving those new qualifications. The need for an involuntary transfer will also be discussed with the Union Co-Presidents prior to the effective date as a courtesy and will have no changes in management rights.

### 17.3.3 Effective Date

Employees affected by a lateral transfer will be moved into their new position within twenty (20) business days of the acceptance of the offer of the position, unless the start date for the transfer is otherwise defined. When agreed to by the College and the affected employee, there may be a one-time extension to the twenty (20) business days mentioned above; the extension may be up to an additional five (5) business days.

## **Section 17.4 Downward Reclassification**

### 17.4.1 Definition

A downward reclassification is defined as either voluntary or involuntary movement from one position to a different position with a lower salary grade.

### 17.4.2 Downward Reclassification Compensation

The pay for an employee reclassified downward will not change if the employee's current salary falls within the range for the lower graded position. An involuntary downward reclassification will require an updated job description for the new position prior to the employee moving into that position so the employee is provided with the opportunity to understand the new expectations. If the involuntary downward reclassification requires certifications or other qualifications not part of the previously held position, the College will assist the employee financially in achieving those new qualifications. The need for a

downward reclassification will also be discussed with the Union Co-Presidents prior to the effective date as a courtesy and will have no changes in management rights.

## **Section 17.5 Demotions**

### **17.5.1 Definition**

A demotion occurs when an employee's position is moved to a lower salary grade only after other efforts to improve performance have failed. Demotion will be used as a performance management tool in an effort to provide an employee better opportunity to succeed in their position.

### **17.5.2 Demotion Compensation**

The pay for an employee demoted will normally be decreased between two (2) and five (5) percent. In addition, the salary rate will normally not exceed the maximum of the new salary grade's range. The College will minimize this decrease to the extent possible and make it clear to the employee the reasons for the demotion.

In unusual circumstances, an employee's current rate may be approved above the maximum of the new salary grade range. As such, the employee will normally not be eligible to receive further salary increases until such time as the salary rate is encompassed by upward movement of the salary grade's range in which the employee's classification is assigned.

A demotion will require an updated job description of the position prior to the effective date of the demotion so the employee is provided with the opportunity to understand the expectations of the downgraded position. The need for an involuntary demotion will also be discussed with the Union Co-Presidents prior to the effective date as a courtesy and will have no changes in management rights.

## **ARTICLE XVIII WAGES**

### **Section 18.1 Wages**

- 18.1.1 Retroactive to July 1, 2020, eligible bargaining unit members covered by this contract, excluding those identified in 18.1.5, will receive a 2.5% base salary rate increase over their June 30, 2020, base salary rate. No bargaining unit member shall earn less than \$15 per hour effective July 1, 2020.
- 18.1.2 Effective July 1, 2021, eligible bargaining unit members covered by this contract, excluding those identified in 18.1.5, will receive a 2.5% base salary rate increase over their June 30, 2021, base salary rate.
- 18.1.3 Effective July 1, 2022, eligible bargaining unit members covered by this contract, excluding those identified in 18.1.5, will receive a 2.5% base salary increase over their June 30, 2022, base salary rate.
- 18.1.4 Effective July 1, 2023, eligible bargaining unit members covered by this contract, excluding those identified in 18.1.5, will receive a 2.5% base salary increase over their June 30, 2023, base salary rate.



18.1.5 Bargaining unit members hired from April 1<sup>st</sup> through June 30<sup>th</sup> will not receive an increase under Article XVIII in the year they are hired.

18.1.6 For the duration of this contract, the minimum salary for TOSSC positions will be:

**Full-Time Support Technical**

<b>Grade</b>	<b>7/1/2020 Minimum</b>	<b>7/1/2020 Midpoint</b>	<b>7/1/2020 Maximum</b>
4	\$31,908.56	\$38,934.39	\$45,960.22
5	\$35,590.98	\$43,459.26	\$51,327.54
6	\$39,712.89	\$48,524.62	\$57,336.34
7	\$44,327.08	\$54,198.47	\$64,069.85
8	\$49,497.49	\$60,552.37	\$71,607.24
9	\$55,288.07	\$67,669.04	\$80,050.01
10	\$61,774.93	\$75,640.85	\$89,506.76
11	\$69,034.21	\$84,565.74	\$100,097.27

**Full-Time Clerical**

<b>Grade</b>	<b>7/1/2020 Minimum</b>	<b>7/1/2020 Midpoint</b>	<b>7/1/2020 Maximum</b>
5	\$17.88	\$22.66	\$27.43
6	\$19.12	\$24.35	\$29.57
7	\$20.38	\$26.02	\$31.65
8	\$21.76	\$27.80	\$33.83
9	\$23.23	\$29.69	\$36.15

**Part-Time Support Technical**

<b>Grade</b>	<b>7/1/2020 Minimum</b>	<b>7/1/2020 Midpoint</b>	<b>7/1/2020 Maximum</b>
4	\$15.00	\$18.25	\$21.50
5	\$16.51	\$20.30	\$24.08
6	\$18.49	\$22.73	\$26.97
7	\$20.72	\$25.47	\$30.21
8	\$23.20	\$28.52	\$33.83
9	\$25.98	\$31.94	\$37.89
10	\$29.10	\$35.77	\$42.44
11	\$32.59	\$40.06	\$47.52

**Part-Time Clerical**

<b>Grade</b>	<b>7/1/2020 Minimum</b>	<b>7/1/2020 Midpoint</b>	<b>7/1/2020 Maximum</b>
<b>5</b>	\$15.36	\$15.48	\$15.59
<b>6</b>	\$16.47	\$16.60	\$16.72
<b>7</b>	\$17.61	\$17.74	\$17.87
<b>8</b>	\$18.83	\$18.97	\$19.11

**Section 18.2 Advancement to Maximum Hire**

All full-time clerical employees hired prior to April 1, 2020, who have been in their present position/role for at least 5 full years as of December 31<sup>st</sup> and who have not reached the Maximum Hire salary rate in their current clerical grade will automatically receive an increase to the Maximum Hire rate on January 1<sup>st</sup>.

<b>Pay Grade</b>	<b>Advance to Max Hire 2020</b>	<b>Advance to Max Hire 2021</b>	<b>Advance to Max Hire 2022</b>	<b>Advance to Max Hire 2023</b>
<b>5</b>	\$20.54	\$21.05	\$21.58	\$22.12
<b>6</b>	\$22.05	\$22.60	\$23.17	\$23.75
<b>7</b>	\$23.51	\$24.10	\$24.70	\$25.32
<b>8</b>	\$25.11	\$25.74	\$26.38	\$27.04
<b>9</b>	\$26.80	\$27.47	\$28.16	\$28.86

**Section 18.3 Longevity**

**18.3.1 Full Time Longevity Increases**

All current full-time employees will be eligible for a Longevity Increase based on their number of continuous full-time years as a full-time employee. Full-time years are calculated as the full years of continuous employment as of June 30<sup>th</sup> of the year preceding the July 1<sup>st</sup> increase. In addition to the base salary rates increases listed above, full-time members may receive an additional rate increase as described in the tables below; reference Article XXIII SURS Impact. Once an individual receives the rate increase in their anniversary year as shown below, they are not eligible to receive it again in that category. However, longevity rate increases become a regular part of that employee's base rate for future years in calculating percentage increases.

Table 1: Effective 7/1/2020-6/30/2021 for Full Time Support & Technical positions	
0-4.99 years	\$0.00
5-9.99 years	\$0.10
10-14.99 years	\$0.50
15-19.99 years	\$0.65
20-24.99 years	\$0.70
25-29.99 years	\$0.75
30+ years	\$0.80

Table 2: Effective 7/1/2021-6/30/2024 for Full Time Support & Technical positions	
0-4.99 years	\$0.00
5 years	\$0.10
10 years	\$0.30
15 years	\$0.45
20 years	\$0.50
25 years	\$0.55
30 years	\$0.60

Table 3: Effective 7/1/2020-6/30/2021 for Full Time Clerical positions	
0-4.99 years	\$0.00
5 years	\$0.25
10 years	\$0.30
15 years	\$0.45
20 years	\$0.50
25-29.99 years	\$0.55
30+ years	\$0.60

Table 4: Effective 7/1/2021-6/30/2024 for Full Time Clerical positions	
0-4.99 years	\$0.00
5 years	\$0.25
10 years	\$0.30
15 years	\$0.45
20 years	\$0.50
25 years	\$0.55
30 years	\$0.60

### 18.3.2 Part-Time Longevity Stipend

All current part-time bargaining unit members will be eligible for Service Recognition based on their number of total years of service. Service thresholds must be met prior to July 1<sup>st</sup> for each year's processing of this recognition utilizing the average hours worked for that threshold year. The Service Recognition is a one-time stipend, minus applicable taxes. Stipends will be issued as soon as administratively possible after July 1<sup>st</sup>. Once an individual receives the recognition for a threshold, they are not eligible to receive it again in that category. Service Recognition stipends will not become a regular part of that employee's base rate for future years in calculating percentage increases.

For the initial application and processing of the Service Recognition effective July 1, 2021, the bargaining unit member only receives the stipend for the category they are currently in. There will be no retroactive application of previous service thresholds.

	Average of 23+ hrs/week	Average of 18-22 hrs/week	Average of 10-17 hrs/week	Average of 5-9 hrs/week	Average of 1-4 hrs/week
5 years of service	\$350.00	\$275.00	\$212.50	\$112.50	\$50.00
10 years of service	\$420.00	\$330.00	\$255.00	\$135.00	\$60.00
15 years of service	\$630.00	\$495.00	\$382.50	\$202.50	\$90.00
20 years of service	\$700.00	\$550.00	\$425.00	\$225.00	\$100.00
25 years of service	\$770.00	\$605.00	\$467.50	\$247.50	\$110.00
30 years of service	\$840.00	\$660.00	\$510.00	\$270.00	\$120.00

**Section 18.4 Professional Development and Enrichment Concept**

The Union and the College agree the concept of developing a framework where employees are provided with an opportunity for Professional Development and Enrichment could be beneficial and are open to future discussions about such a concept. If such a committee is or has been formed, the Union will have representation on the committee.

**ARTICLE XIX**  
**NON-DISCRIMINATION**

Both the College and the Union are committed to equal opportunity in employment, employment actions, and in the administration of educational programs, admission of students, athletics or other sponsored activities. The College complies in letter and spirit with appropriate federal and state legislation, including but not limited to Title VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments Act of 1972, and the Equal Educational Opportunities Act of 1974.

Joliet Junior College provides equal employment opportunities to all employees and applicants for employment without regards to race, color, ancestry, national origin, gender, gender identity, marital status, sexual orientation, disability, religion, age, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

An alleged violation of this section shall not be subject to the arbitration provisions of the grievance procedure described within this contract; however, this section is subject to Board of Trustees Policy 2.01.13 Equal Employment Opportunity in Employment and Education. Employees should contact the Human Resources Department with any questions.

**ARTICLE XX**  
**NO STRIKE/NO LOCKOUT**

**Section 20.1 No Strike**

The Union agrees that during the term of this Agreement, it will not authorize, call, or encourage a strike by any bargaining unit employees.

**Section 20.2 No Lockout**

During the term of this Agreement, the College shall not lockout any bargaining unit employees.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXII**  
**TUITION AND CONTINUING EDUCATION**

**Section 22.1 Certification Reimbursement**

Upon successful completion of certification exams required for their position, bargaining unit employees will be reimbursed for the cost of said exams and related materials.

**Section 22.2 Academic Courses Offered by the College**

**22.2.1 Full-time Employees**

Full-time bargaining unit employees, their spouses, and eligible dependent children shall be entitled to enroll without cost in academic credited courses offered by the College provided:

- 1) full-time employees shall be responsible for all student fees, books, etc., and
- 2) such enrollment shall not be prohibited or otherwise limited by law or determination or regulation of an appropriate administrative agency.

A course tuition waiver must be completed and signed by the Chief Human Resources Officer or designee at the time of enrollment in courses.

#### 22.2.2 Part-time Employees

Part-time bargaining unit employees, their spouses, and eligible dependent children shall be entitled to enroll without cost in one academic credited course per semester up to 5 credit hours offered by the College. Part-time employees shall be responsible for all student fees, books, etc., and such enrollment shall not be prohibited or otherwise limited by law or determination or regulation of an appropriate administrative agency.

Should the part-time employee resign or employment be otherwise terminated, the part-time employee, their spouse or eligible dependent children will be permitted to finish the course in which enrolled to the semester conclusion.

A course tuition waiver must be completed and signed by the Chief Human Resources Officer or designee at the time of enrollment in courses.

#### 22.2.3 Eligible Dependent Children

Eligible dependent children include those who are unmarried and under the age of twenty-four (24) and are dependent upon the full-time employee for support and maintenance. Physically or mentally handicapped dependent children beyond the age limit of twenty-four (24) are also eligible.

### **Section 22.3 HPR Courses**

#### 22.3.1 Full-time Employees

A waiver for tuition and fee charges to participate in College HPR program courses is available to all full-time bargaining unit employees, spouses, and eligible dependent children. Eligible dependent children include those who are unmarried and under the age of twenty-four (24) and are dependent upon the full-time employee for support and maintenance. Physically or mentally handicapped dependent children beyond the age limit of twenty-four (24) are also eligible.

#### 22.3.2 Part-time Employees

Part-time bargaining unit employees (not spouses or children) will be granted waivers for tuition and fee charges to participate in the College HPR Program courses. This waiver applies only during the time the person is engaged in part-time employment with the College. Should the part-time employee resign or employment be otherwise terminated, the part-time employee will be permitted to finish the course in which enrolled to the semester conclusion.

### **Section 22.4 Retiree Tuition and Fee Waivers**

Full-time bargaining unit retirees, their spouses, and eligible dependent children will be granted waivers for tuition charges on all credit courses at Joliet Junior College and tuition and all fees for HPR courses. Eligible children include those who are unmarried and under the age of twenty-four (24) and are dependent upon the retiree for support and maintenance. Physically or mentally handicapped dependent children beyond the age limit of twenty-four (24) are also eligible. A course tuition waiver must be completed and signed by the Chief Human Resources Officer or designee at the time of enrollment in courses.

**ARTICLE XXIII**  
**SURS IMPACT**

The College may deny a TOSSC member with more than ten (10) years of SURS-eligible service credit any increases that could result in the College being subject to assessments by SURS under the 6% rule. In making this decision, the College will consider the benefit to students, programs, departments, and the College. Exemptions from the 6% rule as provided by law will be applied, including earnings attributable to standard employment promotions resulting in increased responsibility and workload.

**Changes in State Law Regarding Pensions**

The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and its public employee pension systems, including possible legislative changes that may impact the parties such as a cost shift from the State to local community colleges of the normal cost of SURS pension contributions. The parties further acknowledge that a cost shift from the State to local community colleges of the normal cost of SURS pension contributions could result in a significant and materially adverse impact to the College's finances. In light of these factors, in the event of a legislative or regulatory change that results in increased pension contribution costs to the College during the term of this Agreement, including a cost shift from the State to local community colleges of the normal SURS pension contribution, the College and Union will meet to have a good faith discussion of possible courses of action to respond to the legislative or regulatory changes.

**ARTICLE XXIV**  
**DURATION AND TERMS OF AGREEMENT**

This Agreement supersedes and cancels all tentative agreements, verbal or written between the Board and the Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplement hereto shall not be binding upon either party unless executed in writing by the parties hereto. To this end, the Board Manual of Policies will include items not covered by this contract, which policies shall be consistent with the provisions of this Agreement.

This Agreement shall be effective upon its execution by the parties and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of June 2024. It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the Agreement/Contract anniversary date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least a ten (10) day written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the Agreement/Contract anniversary date set forth in the preceding paragraph.

[MT1]Memorandum of Understanding  
Between Joliet Junior College Administration and the  
Joliet Junior College Technical Office Support Staff Council,  
American Federation of Teachers, AFT Local 604  
Retroactive Compensation  
Approved April 27, 2021

The Administration of Joliet Junior College and the Joliet Junior College Technical Office Support Staff Council ("Union") agree as follows regarding retroactive compensation for all bargaining unit members.

Both parties agree to honor the current collective bargaining agreement terms and conditions. All bargaining unit members active as of July 1, 2020, shall be made whole in terms of all economic related sections of the collective bargaining agreement listed below.

**Retroactive Compensation List:**

- 3.1.3: Union Release Time and Compensation for formal negotiations
- \*10.5: Closings for Weather—for bargaining unit employees who worked on campus on 2/4/21 after 4 p.m. or 2/16/21
- 10.6: Other Closings
- \*10.8: Temporary Assignment(s)
- \*10.10: Call-In Pay
- \*10.11: Stand-By
- \*10.12: Training Pay
- 10.13: Shift Differential
- \*10.14: Sunday Premium for part time members only
- 10.15: Accrual of Compensatory Time
- \*12.5: Jury Duty for Part-Time members
- 12.6: Holiday Pay
- 12.9: PT Leave
- 12.10: Service Recognition Stipend
- 14.1: Uniform Reimbursement
- 17.3 Lateral Transfers
- Article XVIII: Wages (including Longevity and Increase to Max Hire)
- \*Section 22.2: Academic Courses Offered by the College for part-time members or for any family members impacted by change in age
- \*Section 22.3: HPR Courses for members family impacted by change in age
- \*Section 22.4: Retiree Tuition and Fee Waivers for members family impacted by change in age
- \*any and all applicable subsections within the above

**Employees must come forward to request retroactive pay for starred items within 45 calendar days after contract is ratified by members and approved by the Board of Trustees.**

  
\_\_\_\_\_  
College Administration Representative Signature

7/21/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Union Representative Signature

7/21/2021  
\_\_\_\_\_  
Date



Memorandum of Understanding  
Between Joliet Junior College Administration and the  
Joliet Junior College Technical Office Support Staff Council,  
American Federation of Teachers, AFT Local 604  
Collaborative Committee  
Approved April 27, 2021

The College agrees to collaborate with the Union to establish a unified pay scale structure for the positions within the TOSSC bargaining unit.

Federal Mediation and Conciliation Service (FMCS) will be requested to join this collaborative committee, as well as external parties as necessary.

This committee will discuss compensation philosophy, impacts on bargaining unit members, and relevant compensation research in order to provide mutual understanding for the rationale for recommendations of the pay scale structure. This committee will work collaboratively in the sharing of research used for the Compensation Study Analysis and to create said pay scale structure.

Due to the sensitive nature of the information shared, the committee will consist of six members, with three (3) Union Executive Board members and three (3) representatives from the College. One ad-hoc member can be chosen from the Union and one ad-hoc member can be chosen from the Administration to step in if a committee member is unable to attend a meeting.

The committee will initially meet in August, 2021, and at least monthly thereafter until the Compensation Study Analysis and pay scale structure is mutually agreed upon by both parties and approved by the membership.

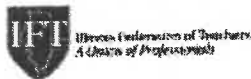
  
\_\_\_\_\_  
College Administration Representative Signature

7/21/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Union Representative Signature

7/21/2021  
\_\_\_\_\_  
Date

## APPENDIX A MEMBERSHIP/DUES AUTHORIZATION



IELRB

ILLINOIS FEDERATION OF TEACHERS—AMERICAN FEDERATION OF TEACHERS/AFL-CIO

MEMBERSHIP DATABASE INFORMATION			
Name _____			
Address _____			
City _____		State _____	Zip _____
Cell Phone _____		Home Phone _____	Work Phone _____
Email (non-employer) _____			
Birth Date _____		Date of Hire _____	Last 4 Digits of SSN _____
Worksite _____		Job Title _____	
Local Union Number _____		Local/Council Name _____	

**Membership Statement:** I hereby apply for membership in the Union and agree to abide by its Constitution and Bylaws. I authorize the Union to act as my exclusive representative in collective bargaining over wages, hours, and other terms and conditions of employment with my Employer. My membership in the Illinois Federation of Teachers (IFT) and my Local Union, including any other Local Union which is my exclusive bargaining representative and is affiliated with the IFT, shall be continuous unless I notify my Local President in writing that I intend to resign.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Dues Authorization:** During my employment, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, an amount equal to dues certified by the Union, and to remit such amount monthly to the Union. I understand that signing this card is not a condition of my employment.

**Revocation Window:** 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 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.

**IRS Disclaimer:** Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

**Telephone Consumer Protection Act Statement:** By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Internal Purposes Only:**

**APPENDIX B**  
**TECHNICAL OFFICE SUPPORT STAFF COUNCIL OF JJC GRIEVANCE FORM –**  
**PROCESS EXPLAINED IN ARTICLE VIII**

Grievant: \_\_\_\_\_

Signature of Grievant and/or Union Co-President: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Supervisor to Whom the Grievance is Being Submitted (copy HR): \_\_\_\_\_

Department of Grievant (if applicable): \_\_\_\_\_

Article(s) and Section(s) alleged to be violated: \_\_\_\_\_

Provide full statements of facts surrounding grievance detailing specific provision alleged to have been violated and names of witnesses who have information relevant to claim. Attach relevant documents.

State the specific remedy sought: \_\_\_\_\_

**Step 1 – Grievant’s Supervisor or Appropriate Supervisor Depending on Situation**

Date of conference with the grievant and their Union representative: \_\_\_\_\_

Supervisor’s decision (attach separately if necessary):

Date decision returned to grievance/Union representative: \_\_\_\_\_

**Step 2 – Appeal to Immediate Manager of Supervisor**

*Attach written statement from supervisor. Attach statement by grievant and/or Union representative in response to the supervisor’s decision.*

Date of conference with the grievant and their Union representative: \_\_\_\_\_

Supervisor’s immediate manager’s decision (attach separately if necessary):

Date decision returned to grievance/Union representative: \_\_\_\_\_

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**Step 3 – Appeal to President’s Cabinet member**

*Attach written statements from previous decisions. Attach statement by grievant and/or Union representative in response to the decision provided by the immediate manager to the supervisor.*

Date of conference with the grievant and their Union representative: \_\_\_\_\_

Vice president’s/executive director’s decision (attach separately if necessary):

Date decision returned to grievance/Union representative: \_\_\_\_\_

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**Step 4 – Appeal to President**

*Attach written statements from previous decisions. Attach statement by grievant and/or Union representative in response to the decision provided by the President’s Cabinet member.*

Date of conference with the grievant and their Union representative: \_\_\_\_\_  
If further investigatory time is needed by either party, and a mutually agreeable extension of response time was

President’s decision (attach separately if necessary):

reached, provide that extension information here: \_\_\_\_\_

Date decision returned to grievance/Union representative: \_\_\_\_\_

**If the grievance is not resolved at Step 4, refer to the contract regarding mediation and/or arbitration processes.**

**APPENDIX C**  
**UPGRADE/RECLASSIFICATION**  
**TECHNICAL OFFICE SUPPORT STAFF COUNCIL POSITION QUESTIONNAIRE**  
**JOLIET JUNIOR COLLEGE**

Date: \_\_\_\_\_

Current Position Title: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

Department: \_\_\_\_\_

Immediate Supervisor Name: \_\_\_\_\_

Supervisor's Manager (if not Vice President): \_\_\_\_\_

Appropriate Vice President Name: \_\_\_\_\_

This questionnaire is designed to fulfill the position questionnaire requirements of the contractual agreement contained in Article XVII. It is important to remember the questionnaire focuses on the **job** itself, not your individual performance or personal skills. Complete the questionnaire before meeting with your immediate supervisor. Your supervisor has the responsibility to review the form with their immediate manager and/or the appropriate Vice President. Be specific in your answers.

**A. Evidence of substantial changes in the position, duties, and responsibilities:**

Based on the most up-to-date job description for the position, describe in detail the substantial changes, additional duties, and added responsibilities required of the position which justify a position review and/or upgrade (be sure to attach the current job description for comparison).

**B. Describe how the changes in your job may affect your decision-making requirements:**

1. To what extent do the changes in your duties require additional decision making on your part?
2. Give an example of a decision in which outcomes are affected by your discretion.
3. Give an example of a decision that you would refer to your supervisor.
4. What safeguards against errors would you utilize in making decisions?

**C. Evidence of your qualifications to meet the ongoing changes in the job**

1. Describe the evidence, including training, that proves you are able to meet the changes in your position. If applicable, attach copies of evidence.
2. Describe and attach evidence that the responsibilities will be ongoing.

**D. Describe any other significant information and/or evidence that have not been included in this questionnaire. Attach copies of supporting evidence.**

_____ Signature of Applicant	_____ Date	
		<input type="checkbox"/> Support <input type="checkbox"/> Do Not Support
_____ Signature of Immediate Supervisor (indicates review only—form continues through entire process)	_____ Date	
		<input type="checkbox"/> Support <input type="checkbox"/> Do Not Support
_____ Signature of Supervisor's Manager (if not VP) (indicates review only—form continues through entire process)	_____ Date	
		<input type="checkbox"/> Support <input type="checkbox"/> Do Not Support
_____ Signature of Appropriate Vice President (indicates review only—form continues through entire process)	_____ Date	
		<input type="checkbox"/> Support <input type="checkbox"/> Do Not Support
_____ Received in Human Resources	_____ Date	



**APPENDIX E**  
**REQUEST FOR OVERTIME/COMP TIME FORM**



**JOLIET**  
 JUNIOR COLLEGE  
 1901

**Overtime/Comp Time Request  
 and Approval**

Date \_\_\_\_\_

Employee \_\_\_\_\_ Ext. \_\_\_\_\_

Clerical  Facility Svc.  Food Svc.  Support

ID Number \_\_\_\_\_ Department \_\_\_\_\_

Overtime Pay OR  Comp Time

Straight Pay  Straight Comp

Training Pay  On Call

Date	Signature	Hours Worked	Reason
<b>Total</b>			

Request prepared by: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Request denied by: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**Overtime**  
 White Copy - Payroll  
 Pink Copy - Human Resources  
 HRD022516

**Comp Time**  
 White Copy - Human Resources  
 Pink Copy - Payroll




**Contractual Agreement Between  
Illinois Community College Dist. 525  
Joliet Junior College  
and the  
Joliet Junior College Technical Office Support  
Staff Council of the  
American Federation of Teachers  
Local 604, A.F.T.  
2020-2024**

This Agreement made and entered into this twenty-third day of June, 2021.

For Joliet Junior College  
Technical Office Support  
Staff Council of the American  
Federation of Teachers  
Local 604, A.F.T

For the Board of Trustees  
Joliet Junior College  
Illinois Community College  
District No. 525

  
\_\_\_\_\_  
TOSSC Co-President

  
\_\_\_\_\_  
Chair, Board of Trustees

  
\_\_\_\_\_  
TOSSC Co-President

Date: 6/24/21

Date: 6/23/21