

CONTRACTUAL AGREEMENT

BETWEEN

**JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT 525**

and the

**JOLIET JUNIOR COLLEGE CLERICAL COUNCIL
AMERICAN FEDERATION OF TEACHERS – LOCAL 604**

2011-2015

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	RECOGNITION	1
II	SCOPE OF BARGAINING.....	2
III	COMMUNICATIONS	3
	A. MISINTERPRETATION OF CONTRACT	
	B. USE OF COLLEGE FACILITIES	
	C. WEB PAGE	
	D. BOARD MEETING MINUTES	
	E. NOTIFICATION OF NEW HIRES	
	F. UNION DUES	
	G. RELEASE TIME	
	H. FAIR SHARE	
	I. RECORDS	
	J. CAMPUS MAIL USE	
	K. INFORMATION TECHNOLOGY POLICY	
	L. COPIES OF CONTRACTS	
	M. BOARD POLICIES AND PROCEDURES	
	N. EMPLOYER-EMPLOYEE COMMITTEES	
IV	PROBATION-SENIORITY-TERMINATION	6
	A. CLASSIFICATION GRADES	
	B. STARTING PAY	
	C. PROBATION PERIOD	
	D. VACANCY POSTING	
	E. JOB TRANSFER	
	F. UPGRADE AND RECLASSIFICATION	
	G. REDUCTION IN FORCE	
	H. LOSS OF SENIORITY	
	I. DISCIPLINE	
	J. SUPERVISION AND PERFORMANCE APPRASIAL	
	K. PERSONNEL FILES	
	L. CRIMMINAL BACKGROUND CHECKS	
V.	LEAVES	14
	A. SICK LEAVE	
	B. PARENTAL AND CHILD CARE LEAVE	
	C. BEREAVEMENT LEAVE	
	D. PERSONAL LEAVE	
	E. UNION RELEASE TME	
	F. JURY DUTY	
	G. HOLIDAYS	
	H. SERVICE RECOGNITION	
	I. VACATION	
	J. WEATHER	
	K. OTHER CLOSINGS	

VI	GRIEVANCES	20
VII	WORK SCHEDULE AND WORK RATES	22
	A. DEFINITION	
	B. OVERTIME PAY	
	C. SUNDAY PREMIUM	
	D. CHANGE OF WORK WEEK	
	F. 10 MONTH FULL- TIME EMPLOYEE(S)	
	G. TEMPORARY ASSIGNMENT(S)	
	H. ACCRUAL OF COMPENSATORY TIME	
	I. TRAINING PAY	
VIII	MEDICAL BENEFITS AND INSURANCE	25
	A. HEALTH INSURANCE	
	B. UTILIZATION REVIEW	
	C. INSURANCE COMMITTEE	
	D. COST CONTAINMENT	
	E. PRESCRIPTION DRUGS	
	F. LIFE INSURANCE	
	G. MASTER AGREEMENT	
	H. FLEXIBLE BENEFIT PLAN	
IX	SALARY.....	28
	A. SALARY RATE	
	B. LONGEVITY INCREASES	
	C. ADVANCEMENT TO MAXIMUM HIRE	
X	TUITION	30
XI	NO STRIKE.....	31
XII	SAVINGS CLAUSE.....	32
XIII	INTEGRITY OF THE BARGAINING UNIT	33
XIV	LENGTH OF AGREEMENT.....	34
	APPENDIX A – TEMPORARY VACANCIES	35
	APPENDIX B – PAYROLL DEDUCTION AUTHORIZATION	36
	APPENDIX C – GRIEVANCE FORM.....	37
	APPENDIX D –UPGRADE/ RECLASSIFICATION FORM.....	38
	AGREEMENT SIGNATURE PAGE.....	41

ARTICLE I - RECOGNITION

- A. 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, hereby recognizes the Joliet Junior College Clerical Council, American Federation of Teachers, Local 604, as the exclusive bargaining agent for: Clerical, Secretarial, Switchboard, Mail Person, Communication Operators, Accounts Payable and Accounts Receivable, regardless of membership in the Clerical Council, and with the exception of certain positions agreed upon due to the confidential nature of work, to wit, Administrative Assistant to the Director, Human Resources, Administrative Assistant(s) in the Presidents Office, (see definition of temporary employee in Appendix A), substitute, seasonal workers, part-time workers and student workers.

It is the intention of the Clerical Council and Administration to limit the part-time employee(s) to a maximum of 28 hours per week in 2011 through 2015, and thereby respect the integrity of the bargaining unit.

- B. The Board of Trustees and the Clerical Council recognize that the Board of Trustees shall retain whatever rights and authority are necessary for it effectively to carry out its responsibilities delegated to it by the laws of the State of Illinois, and, through its chief administrative officer, reserves final authority in all assignments. To this end, the Board of Trustees Policy Manual will include items not covered by this contract, which policies shall be consistent with the provisions of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had opportunity to make demands and proposals with respect to matters within the scope of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; therefore, the Board of Trustees and the Clerical Council for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement, even though such subject or matter may not have been within the knowledge and contemplations of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written or based on past practices between the Board of Trustees and the Clerical Council, 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.
- D. The Board of Trustees on its own behalf and on behalf of the electors of the districts hereto retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by administrative directives, the law and Constitution in the State of Illinois and of the United States of America.

ARTICLE II - SCOPE OF BARGAINING

For the purposes of collective bargaining, the Board of Trustees recognizes the Clerical Council as the sole and exclusive representative for all the full-time personnel as defined in Article I. The scope of negotiation shall be as prescribed by law.

ARTICLE III - COMMUNICATIONS

- A. If a member of the Clerical Council 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 object of resolving the matter informally with the appropriate administrator. In the event the matter is resolved informally and a Clerical Council representative was not present at the adjustment of the complaint, the supervising administrator shall inform the Clerical Council President of the outcome.

- B. The Clerical Council may make non-political use of college facilities and equipment within the guidelines of established Board of Trustees Policy.
- C. The Clerical Council shall be provided with a Web Page to post notices and other material related to Clerical Council activities. The Web Page shall be for Clerical Council use and only the Clerical Council Executive Board shall have authority to post materials on the Web Page.
- D. The Board of Trustees shall furnish the Clerical Council President or designee with a copy of the Board of Trustees meeting agenda in advance of each regular or special meeting. A copy of the minutes of the immediate past meeting will be furnished to the Clerical Council President or designees after these minutes have been officially approved by the Board of Trustees.
- E. The Clerical Council will be supplied with written notification of newly hired full-time employees stating effective date of employment, name, position, and grade level within ten (10) working days of effective date of employment.
- F. The Board of Trustees will deduct from the pay of each member of the Clerical Council from whom it has received written authorization to do so, the required amount of Union dues. This deduction will commence with the first pay in September upon receiving a list of continuing members with the annual amount of dues having been submitted to the Business Office and will continue in equal installments for the next sixteen (16) consecutive pays. Subject to the provisions of Article III, Section H.2, an employee may change or cancel an authorization for membership once in any twelve (12) month period by giving thirty (30) calendar days written notice. The dues and a list of the full-time employees who pay the dues and the dues that have been deducted shall be forwarded to the Treasurer of the Clerical Council. The Clerical Council agrees to refund the Board of Trustees or the full-time employee any dues which may have been erroneously deducted or any monies which may have been erroneously remitted to the Clerical Council. (See Appendix B.)

- G. Upon a full-time employee's timely request for release time, related to College committee(s) attendance, during normal working hours, the direct supervisor will make every effort to grant such request. Only under unusual work load or staff limitation conditions may a supervisor deny such a request. Reasons for denial shall be given in writing to the employee 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.

H. FAIR SHARE

1. If a full-time employee covered by this Agreement does not join the Clerical Council, such full-time employee will:
 - a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration as annually certified by the Clerical Council (hereinafter "Fair Share Fee"); or
 - b. Pay directly to the Clerical Council a like sum.
2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) calendar days following the commencement of employment of the full-time employee or the effective date of this Agreement, whichever is later, the Board of Trustees shall deduct the Fair Share Fee in payments in the same manner as dues are deducted pursuant to Article III F.
3. The Clerical Council agrees to indemnify and save the Board of Trustees harmless against any liability which may arise by reason of any action taken by the Board of Trustees in complying with the provisions of subsection H, 2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.
4. The Board of Trustees agrees to promptly notify the Clerical Council in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement the provisions of subsection H above and, if the Clerical Council so request in writing, to surrender claims, demands, suits, or other forms of liability.
5. The provisions of this Fair Share Article III, H shall not apply to any person who was a member of the Bargaining Unit and did not belong to the Clerical Council as of the date of ratification of the 1984-86 Agreement, except and unless should those persons at some future date voluntarily agree to either the Fair Share provisions or take out a membership in the Clerical Council.

6. Any full-time employee objecting to the Fair Share Fee based upon a bona fide religious body of which such full-time employee is a member shall pay an amount equal to the Fair Share Fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the full-time employee and the Clerical Council, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.
 7. Notwithstanding any provision to the contrary in this section, the parties agree in the administration of this section to adhere to the rules and regulations with respect to fair share as promulgated from time to time by the Illinois Educational Labor Relations Board.
- I. The Board of Trustees shall make available to the Clerical Council upon its request any and all statistics and records which are public information and which are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably attainable.
 - J. Clerical Council representative shall have the right to send appropriate Clerical Council material through the campus mail system, provided the Clerical Council pays for any costs incurred.
 - K. The Union recognizes the Board Policy for Responsible Use of Information Technology (Board Policy 2.40) at Joliet Junior College that contains the governing philosophy for regulating faculty, students and staff use of the Colleges information technology resources.
 - L. The Board of Trustees will furnish one hundred (100) copies of the Clerical Council contract. An additional twenty (20) copies of the Clerical Council contract will be sent to the Clerical Council President. The remainder shall be kept in the Human Resources Center to be distributed to new Clerical Council full-time employees.
 - M. The Board of Trustees shall furnish the Clerical Council President with a copy of any amendments to the Board of Trustees Manual of Policies and Procedures.
 - N. As the college continues the joint employer-employee committees, for example, health/major medical insurance committee, the Clerical Council shall have the right to be represented.

ARTICLE IV - PROBATION - SENIORITY - TERMINATION

A. CLASSIFICATION GRADES

Five classification grades 5, 6, 7, 8, & 9 have been approved by the College Board of Trustees. All seniority, without regard to classification, dates from the first day of full-time employment effective with the January, 1995 contract. Prior to the 1995 contract, all seniority, without regard to classification, dates from the first day of employment, to include part-time employment.

B. STARTING PAY

New full-time employees will be paid at such point as the Board of Trustees shall determine, but no higher than the Maximum Hire of the range of the position for which they were hired. It is agreed that the Director, Human Resources or designee must negotiate with the Clerical Council any new hire salary that for any reason might exceed the Maximum Hire range in the grade.

C. PROBATION PERIOD

1. New full-time employees are subject to a sixty (60) working day probationary period during which time they shall demonstrate ability to perform to the satisfaction of the college administration. At any time during this period the administration may release such a full-time employee at its sole discretion without giving rise to a grievance. If circumstances warrant an additional twenty (20) working day probationary period, such additional probation will be reviewed by administration and notice of this will be given to the full-time employee, immediate supervisor and Clerical Council Executive Board. Upon completion of the probationary period, the employee shall become a full-time employee and receive all of the rights of this contract.
2. Any provision of this Agreement to the contrary notwithstanding seniority shall have no application during the initial probationary period. Following completion of such probationary period, seniority shall be measured from the first day of full-time employment.

D. VACANCY POSTING

Vacancy posting with a job description shall be given to the Clerical Council President in a timely manner. When the position is filled, the Clerical Council President will be notified of the date of hire. A vacancy is defined as an opening in an established or newly created position. Ten month full-time employees shall be notified by mail of any such position being posted in the summer, if they have notified the Human Resources Center in writing. When a vacancy occurs, the Human Resources Center will post the vacancy in a timely manner, not to exceed ten (10) working days after notification to the Human Resources Center. Exception may be made for full-time clerical position(s) in grant funded and performance-based departments/areas. Management reserves the right to replace vacant full-time clerical

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 Human Resources Center bulletin board. Positions will be posted for a minimum of four (4) working days prior to interviewing any applicants from outside the college. Notice of opening will include the availability of a complete job description and grade level of the position. Any full-time employee applying for a position must do so in writing. It is the intention of the parties that job duties and responsibilities shall be typically consistent with the classifications so outlined.

Under normal circumstances, and excluding approved leaves, temporary replacements for full-time clerical position(s) will not exceed thirty (30) working days. If the position(s) is not filled, the Director, Human Resources, in consultation with the appropriate supervisor, will discuss reasons for extending the temporary position(s) with the President of the Clerical Council.

Internal applicants who are qualified will be interviewed for open vacancies. Bargaining unit full-time employees who apply for a vacancy shall be given full consideration. Internal applicants may arrange an appointment with a Human Resources representative to discuss the open positions qualifications and requirements with the members related experience. At the time the position is filled the Clerical Council will be notified of the date of hire.

The Clerical Council executive board will be notified of new full-time clerical position(s) as approved by the Board. A copy of the job description(s) will be provided.

E. JOB TRANSFER

A full-time employee from a lower grade position taking promotion to a higher grade position 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 employee shall not demonstrate ability to perform to the satisfaction of the administration and immediate supervisor, the full-time employee, if circumstances warrant, may be granted an additional fifteen (15) working days probationary period. This additional probationary period will be reviewed by the administration. The immediate supervisor will recommend that the employee be retained in the higher grade position or be returned to his/her former position during the probationary period(s), without giving rise to a grievance. The Clerical Council will be notified of such extensions. With the concurrence of the Director of Human Resources or designee, a full-time employee seeking another position may be excused from taking a keyboarding/word-processing test unless required by the immediate receiving supervisor.

There shall be no loss of pay for an employee within the Clerical Council who is involuntarily transferred.

F. UPGRADING AND RECLASSIFICATION: JOB POSITION REVIEW; APPEAL PROCESS

A full time clerical employee may request a formal review of his/her job position classification and/or salary grade placement according to the following procedure.

1. Between March 1-10 of a fiscal year, upon an employee's request, the Director, Human Resources will provide the employee with the formal job position questionnaire. The questionnaire, which shall be developed jointly by the administration and the Clerical Council, will be available in the Colleges Public Folders, and included in Appendix D.
2. The employee must complete the position questionnaire and meet with his/her immediate administrative supervisor, appropriate Dean, where applicable, and appropriate vice president to review the document.
3. The employee must secure the approval with signature of the immediate administrative supervisor and vice president by submitting:
 - a. evidence of substantial changes in the position duties and responsibilities;
 - b. evidence of the employee's qualifications to meet the changes in the duties and responsibilities which shall be ongoing.
4. The employee shall return the completed and signed document to the Director, Human Resources by March 25 of the same fiscal year. The designated employee in the Human Resources Department will review all reclassifications/upgrades.
5. The Director, Human Resources shall submit the documentation to the Senior Leadership Team for approval. Before any denial of a request, the appropriate Senior Leadership Team member shall conduct a hearing with the applicant/employee, a Clerical Council representative if requested, and the immediate supervisor.
6. A formal written reply will be directed by the Senior Leadership Team to all involved parties in time to comply with the July 1 date noted in #7. If the reply indicates that the request is not approved, the applicant/employee shall be entitled to a meeting of explanation with the appropriate Senior Leadership Team member and immediate supervisor.
7. If and when approved, the upgrade will be effective July 1 of the following fiscal year.
8. A full-time employee may not receive a lower classification as a result of seeking a reclassification/job position review.

9. The hourly rate of pay for an upgrade shall be computed as follows:
 - a. divide the employees hourly rate of pay in the old grade by the Maximum hourly rate of pay in the old grade to determine the percent of saturation.
 - b. Multiply the percent of saturation times the maximum hourly rate in the new grade to determine the upgraded (new) hourly rate of pay.

G. REDUCTION IN FORCE

Should a reduction in work force become necessary, the full-time employee that 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. Within the college, part-time employees will be laid off before qualified full-time employees.

Any full-time employee terminated shall not accumulate seniority during the period of termination, but upon re-employment shall be credited with seniority accumulated at the end of the last day of full-time employment. No seniority credit will be given for previous part-time employment after December 31, 1994. Said full-time employee upon being notified must report for work within fifteen (15) working days. Failing to report for work within fifteen (15) working days, the person will forfeit all rights to the position and seniority.

H. LOSS OF SENIORITY

Full-time employees hired into one of the grades covered under this Agreement who have continuous full-time prior employment in another position within the College shall not forfeit any vacation time or sick leave accumulation previously earned or seniority.

I. DISCIPLINE

The Board of Trustees agrees with the policy of progressive discipline. A Judicial Team may act as a designee on behalf of the Board of Trustees in disciplinary matters. If the Board of Trustees or the Judicial Team, acting as their Designee, has reason to discipline a full-time employee, it shall be done in a manner that will not embarrass the full-time employee before other employees or before the public. Disciplinary action other than warnings may be imposed upon a full-time employee only for just cause and through due process. The Board of Trustees will vote on any recommendation for termination.

In the event disciplinary action is taken against a full-time employee, other than the issuance of a verbal warning or written reprimand the Board of Trustees or the Judicial Team, acting as their Designee, shall promptly furnish the full-time employee and the Clerical Council Executive Board in writing with a clear and concise 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 full-time employee and at the employee's request to the Clerical Council Executive Board.

Disciplinary action or measures shall include the following normal progression:

1. Prior to any disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may follow. It is understood that Human Resources will be involved in the entire process and the approval of the Director of Human Resources is required before the authorizing of any suspension or recommendation for termination. All disciplinary action involving recommendation for suspension or termination must be reviewed by the respective Vice-President and President.
2. A complaint shall be first discussed with the goal of resolving the matter informally with the employee (union representation if requested), the immediate supervisor, and the appropriate Dean or Vice-President in cases where there is no Dean. In the event the matter is resolved informally and a Clerical Council representative was not present at the informal resolution, the supervising administrator shall inform the Clerical Council President of the outcome.
3. Verbal warning; A notation of verbal warning may be placed in the full-time employee's personnel file. This notation shall contain a clear and concise statement for this warning. A copy of any notation shall be immediately given to the employee after being placed in their personnel file followed by,
4. Written reprimand: A copy of the written reprimand shall be placed in 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 discipline. 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 agreement followed by,
5. Suspension: A record of suspension with or without pay shall include documentation and shall be maintained in the employee's personnel file along with a copy being handed to the employee. The suspension shall contain a clear and concise statement of the reason for the discipline.

A full-time employee may be suspended with or without pay, for up to thirty (30) working days pending the decision whether or not charges for termination shall be filed against the full-time employee. This shall not preclude a short-term (less than ten (10) working days) suspension without pay as disciplinary action.

The employee (union representation if requested) will be given the opportunity to rebut or clarify the reasons for such discipline. Twenty-five (25) working days extension of time for rebuttal purposes will be allowed when requested. This rebuttal will be presented before the Judicial Team.

The Judicial Team may act as a Designee on behalf of the Board of Trustees to expedite suspension of a full-time employee for the following serious infractions: harassment, discrimination, assault, battery or substance abuse or other serious offences as agreed upon by the Judicial Team and the Joliet Junior College Clerical Council Executive Board. This suspension with or without pay may be for a period up to thirty (30) working days and may be imposed with no waiting period. A written notice of this suspension will be given to the full-time employee with a clear and concise statement of the reason for suspension; a copy will be placed in the employee's personnel file. Within three (3) working days the names of witnesses (if applicable) and copies of all pertinent documents regarding suspension will be provided to the employee and at the employee's request to the Clerical Council Executive Board (upon employee's request) for the purpose of investigation and rebuttal. A meeting shall be conducted five (5) to ten (10) working days from the employee's receipt of the pertinent documents mentioned above. The Board of Trustees will vote on a recommendation of termination.

6. Termination; if it is the decision of the Board of Trustees to terminate the employee, written notification of discharge will be provided to the employee, and copied to the Clerical Council Executive Board.

7. Removal Of Discipline

Warning notices will be removed after one (1) year. The Director, Human Resources reserves the unilateral right to continue any such notice for an additional one (1) year on consequential matters of a serious nature such as harassment, discrimination, assault, battery and substance abuse but not if the subject is other than of an occasional nature (such as, but not limited to, tardiness).

8. Reinstatement from Suspension or Discharge

A full-time employee reinstated for the period for which he/she was suspended or discharged shall receive full compensations. Full compensation shall mean full pay and benefits (at their current classification and salary grade retroactive to date of suspension/discharge).

J. SUPERVISION AND PERFORMANCE APPRAISAL

1. Using a form agreed to by the College and the Union, the immediate supervisor has the authority and is charged with the responsibility to rate the performance of all clerical staff personnel assigned to his/her area on a yearly basis. He or she may delegate to supervisors in the department certain evaluation and performance supervision. The supervisors, manager, and / or Dean has the right to review the evaluation of employees within their area of responsibilities after the employee and supervisor have signed off on said evaluation.
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 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.
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 coming year.
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 IV I). 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 of discipline can be followed per Article IV I.
5. 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.
6. The employee shall be provided with copies of the completed performance appraisal, and no 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 IV K Personnel Files.

K. PERSONNEL FILES

Only one (1) official personnel file shall be maintained at the College for each full-time employee. No other files, records, or notations shall be kept by the College except for necessary information kept by the immediate supervisor. Such files may be examined upon request through the Director, Human Resources. A full-time employee shall receive a copy when something evaluative is placed in his/her file and he/she shall have the right to respond in writing to any item placed in the full-time employee's file, and such response shall be included in the file, provided such response is submitted within fifteen (15) working days of the full-time employee's receipt of a copy placed in the file. Other than the full-time employee, the Director, Human Resources or his/her designee shall have access to official personnel files. These files shall be accessible through subpoenas. The Human Resources Center shall honor the provisions under the Freedom of Information Act.

L. CRIMINAL BACKGROUND CHECKS

Criminal background checks will be completed on all new hires. Additionally, criminal background checks will be completed on any employee working at, transferred into, or promoted into a position within the College's Early Childhood Center.

ARTICLE V - LEAVES

The immediate supervisor will recommend, subject to the approval of the appropriate administrator and Director, Human Resources, vacation, sick leave, bereavement leave, personal leave, and other benefits as written in this contract. In requests for parental leave, the Director, Human Resources will recommend to the President for approval.

A. SICK LEAVE

1. During the sixty (60) working day probationary period no sick leave will be granted. At the end of the sixty (60) working day period, sick leave will be granted for a maximum of twenty (20) sick days per twelve months. On July 1st of each fiscal year, an additional twenty (20) days will be granted for twelve month employees, and 16 1/2 days for ten-month employees, accumulative up to a maximum of two hundred fifty nine (259) days allowed by SURS.

It is understood that any earned sick leave reported to SURS is contingent upon SURS acceptance.

2. Sick leave shall, for the purpose of this contract, mean personal illness, quarantine at home; or serious illness in the immediate family (as defined in Section C, 3 of this Article). Any sick leave absence in excess of three (3) days shall require documentation by a medical provider upon return to work. This documentation must be provided to Human Resources. In addition to the above, the President of the College may approve absence under this section for additional causes which are considered adequate reason in special cases.
3. In case of severe illness of a full-time employee and in the event all vacation time and sick leave has been used up, additional days may be requested (according to Board of Trustees policy on eligibility for additional sick leave). Such a request will have to be in writing and will require College Board of Trustees approval.
4. If a full-time employee qualifies under Worker's Compensation for loss of pay, the College will pay the difference between regular pay and what he/she 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.

B. PARENTAL AND CHILD CARE LEAVE

Any member of the bargaining unit approaching maternity and not on probation shall be permitted a leave of absence without loss of position and seniority, up to one (1) year from the date of the beginning of the leave, on the salary schedule and without compensation under the following conditions:

1. The pay for the member of the bargaining unit concerned shall be stopped at the beginning date of the leave of absence.

2. The member of the bargaining unit shall make written application for a leave of absence at least forty-five (45) working days in advance of necessary leave date and at the same time indicate his/her intentions regarding his/her return to his/her position. Such application shall include requested beginning and termination dates of such leave, provided such leave shall not exceed one (1) calendar year and shall commence no later than the expected date of delivery, which date shall be included in a physician's statement to accompany the application for leave. If the actual date of delivery shall occur prior to the scheduled commencement of the leave, the starting date of the leave shall be advanced to the actual date of delivery, but without effect upon the scheduled termination date of the leave.
3. The member of the bargaining unit shall be given an opportunity to continue insurance coverage while on unpaid parental leave by making payment of premiums directly to the third party administrator, under the provisions of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Upon return to full-time employment, health insurance benefits will be reinstated through the College.
4. The full-time employee shall also be granted an unpaid leave of absence for child care upon the legal adoption of a child not attending school (except kindergarten), subject to the procedures set forth above.
5. Nothing in this section will be inconsistent with the provisions of the Family and Medical Leave Act.

C. BEREAVEMENT LEAVE

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, under these conditions:

1. Pay will be limited to the necessary time lost from the regular schedule not to exceed three (3) work days. A fourth day, if circumstances surrounding the death of an immediate family member are required, will be granted. If additional time is requested, sick days, personal days or vacation days may be used. The Director, Human Resources will recommend to the President for such additional day(s).
2. The immediate supervisor should be notified of the death as soon as possible.
3. The term immediate family is meant to include:

Spouse	In-Laws	Grandchildren
Parents	Grandparents	Aunts & Uncles
Children	Siblings	Legal Guardianship
Members of Household	Nephews/Nieces	

4. In addition to the above, the President of the College, or designee, may approve absence under this section for additional causes which are considered adequate reason in special cases.

D. PERSONAL LEAVE

1. Each full-time employee may request three (3) days of personal leave per fiscal year.
2. Unused personal leave shall be accumulated as sick leave.

E. UNION RELEASE TIME

1. Release time for the Union
The President or designee of the Union will be granted sixteen (16) hours of release time to be used at his/her discretion for union services other than formal negotiations or grievance matters during each contract year.
2. Released time for College-Requested Meetings
Released time will be granted to two (2) members of the Clerical Union Executive Board for any agreed to Union meetings or meetings dealing with Union business requested by the college.
3. Released Time for Union Requested Meetings
Released time will be granted to two (2) members of the Clerical Union Executive Board for any agreed to meetings dealing with Union business and requested by the Union. It is understood that released time during work hours will be limited, and any meetings conducted will be done at a time and in a manner that has limited impact on the daily work at Joliet Junior College.

If necessary, both parties may consider allowing additional time. Additional time will be dependent upon the business needs of the department.

The provisions in this section do not apply to the meetings held between the Clerical Council Executive Board and Human Resources for monthly discussion on matters of mutual concern.

F. JURY DUTY

The Board of Trustees agrees to pay each member of the bargaining unit serving on jury duty, when otherwise required to work at Joliet Junior College, the difference between monies paid to a jurist and the member of the bargaining unit's regular salary.

G. HOLIDAYS

1. Holidays within the meaning of this contract shall be the following:

Independence Day	Day before Christmas	Martin Luther King's
Labor Day	Christmas	Birthday
Veteran's Day	Day after Christmas	Presidents Day
Thanksgiving Day	New Year's Eve Day	Good Friday
Day after Thanksgiving	New Year's Day	Memorial Day

2. Qualifications for holiday pay will require that a full-time employee shall have worked on his/her scheduled job prior to the holiday and the first scheduled day after the holiday, unless the full-time employee shall have been authorized to be absent.
3. Full-time employees who are required to work on holidays will be paid at the regular rate plus time and one half. The overtime rule does not apply. (8 hours + 8 hours + 4 hours = 20 hours.)
4. If any one of the holidays in subsection (1) above falls on a weekend, the holiday day can be traded for another day at a time agreed upon by the administration.

H. SERVICE RECOGNITION

1. 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.
2. 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 is in addition to the one (1) floater day as granted above.

I. VACATION

1. Vacation
 - a. Vacations shall be taken during vacation periods designated by the immediate supervisor with due consideration to the preferences of full-time employees, provided this can be done without interfering with the efficient operation of the College.
 - b. If there is a conflict in dates desired between one or more full-time employees, the most senior member, measured from the first day of full-time employment with the College, receive preference if the immediate supervisor approves of the vacation schedule.
 - c. Vacation time 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.

2. The following schedule will be in effect:
 - a. from the first (1) through the fifth (5) year: two (2) weeks' vacation
 - b. from the sixth (6) year and beyond: four (4) weeks' vacation

3. Referring to subsections (1) and (2) above, the following table will be used to determine the hours of vacation time earned:
 - a. After successful completion of probationary period (retroactive to date of hire) through the end of the 5th year: two weeks (2 weeks).
 - b. After successful completion of 5th year and above: four weeks (4 weeks) commencing on July 1st of the sixth year.

4. Full-time employees' vacation pay shall be paid on the basis of the regular rate prevailing at the time vacation is taken.

5. Carry-Over of Vacation
 - a. During 1st through 5th year.
Full-time employee may not carry more than two (2) weeks (80 hours) vacation into the new fiscal year beginning July 1.
 - b. During 6th and beyond.
Full-time employee may not carry more 240 hours(30 days) vacation into the new fiscal year beginning July 1.
 - c.. Any vacation time remaining on June 30 of each year in excess of the above maximum allowable accumulations will be lost, except as follows:
 1. If a full-time 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.
 2. If a full-time 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 may be carried into the next fiscal year.
 3. All decisions made on carry-over of vacation are discretionary and not precedent-setting.

4. Grant funded employees are required to use all vacation prior to the end of grant contract year. All vacation plans or usage must be approved by the Supervisor at least 60 days in advance prior to the end of the grant contract year.

J. WEATHER

1. When the College campuses are closed due to inclement weather conditions, full-time employees are not expected to report to work, but will be paid at their regular rate of pay. If full-time employees are requested to work, they shall be paid at the regular rate plus one and one half (1 1/2) comp-time for actual time on the job. The least senior qualified employee will be required to perform the required job during his/her normal working hours.
2. Full-time employees who are unable to report to work due to inclement weather conditions will have the privilege of charging such absence to personal leave, or vacation leave. Leave without pay will be given where no leave is accrued.

K. OTHER CLOSINGS

1. If school closes due to scheduled or unscheduled conditions (other than weather), full-time non-police department employees are not expected to work, but will be paid at their regular rate of pay.
2. If full-time employees are requested to work due to nature of their position, they shall be paid at the regular rate plus one and one half (1 1/2) comp-time for actual time on the job. The least senior qualified employee will be required to perform the required job during his/her normal working hours.

ARTICLE VI - GRIEVANCES

- A. In the event a complaint is not satisfactorily handled per Article III Section A per this agreement, the grievant or the Clerical Council Executive Board shall present a written statement on an official grievance form (See Appendix C) of the alleged violation to the immediate supervisor with a copy to the Human Resources Center. 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 his/her representative to try to resolve the grievance. Within five (5) days after the completion of the conference, the supervising administrator shall give his/her written decision.
- B. As used herein, "days" means days on which the college business office is open, with the exception of Saturdays, Sundays and holidays.
- C. If no agreement is reached within five (5) days, it then may be presented to the appropriate Vice President. Statements written by the supervising administrator and grievant shall be forwarded to the appropriate Vice President. Within ten (10) days of the receipt of the appeal, the appropriate Vice President shall confer with the Clerical Council Executive Board and the grievant in an effort to resolve the grievance. The Vice President shall give the grievant an answer in writing in five (5) days.
- D. If the grievance is not resolved in C, the full-time employee may, within five (5) days of the receipt of the Vice President's answer, submit to the President, or designee, of the college a signed statement of grievance. The statement of the grievance shall name the full-time 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 full-time employee and/or of the Clerical Council Executive Board with respect to these provisions, shall indicate the relief requested and shall be signed by the full-time employee involved.

Within ten (10) days of the receipt of the appeal, the President or designee shall confer with the Clerical Council Executive Board 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. Except for discharge or disciplinary grievances, appeals from D, are made only to binding arbitration.

- E. If a full-time employee is grieving disciplinary action or termination of employment and the grievance is not resolved in D, the grievant may appeal to the Board of Trustees of the College. The appeal must be within ten (10) days after his/her receipt of the answer from the President of the College.

The Board of Trustees shall consider such appeal at a meeting to be convened within twenty

(20) days of the filing of the appeal. Such meetings shall be closed to the public, but the Clerical Council Executive Board shall have the right to have a representative present. The Board of Trustees shall respond in the same manner as set forth in C.

- F. If the Clerical Council Executive Board is not satisfied with the disposition of the grievance at C, or where applicable, D, the Union may submit the grievance to arbitration by filing a demand for the same with the President or designee within twenty (20) days of the D answer. The arbitrator shall be selected pursuant to the procedures of the American Arbitration Association, which shall supervise the proceedings in accordance with its practices.
1. 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.
 2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 3. The arbitrator's decision shall be binding.
 4. The fees and expenses of the arbitrator shall be shared equally by both parties.
 5. If the grievant and/or the Clerical Council Executive Board shall fail to appeal a grievance to the next step on a timely basis, the grievance shall be deemed withdrawn. If the Board of Trustees shall fail to answer any grievance within the time stipulated, the grievance may be appealed to arbitration.

ARTICLE VII - WORK SCHEDULE AND WORK RATES

A. DEFINITION OF WORK DAY AND WORK WEEK

1. Forty (40) hours of work are required as a work week and not less than eight (8) consecutive hours excluding thirty (30) minute unpaid lunch period represent a normal work day. Full-time employees will be allowed to take one (1) fifteen (15) minute break for each four (4) hours worked. Special arrangements by the mutual consent of both parties can be set up, such as the four (4) day, forty (40) hour week.
2. In the Campus Police Department, bargaining unit work will be first offered to bargaining unit members.
3. The first shift (10:45 p.m. to 7:15 a.m.) of the Communications Operators within the Campus Police Department will receive a shift premium of fifty (\$0.50) cents, and for third shift (2:45 p.m. to 11:15 p.m.) twenty-five (\$0.25) cents.

B. OVERTIME PAY

1. Authorized overtime (in excess of 40 hours worked per week, exclusive of and beyond use of paid fringe time and non-worked holidays) shall be compensated as required by law. (8 hours + 4 hours = 12 hours) (see Federal Law—FLSA)
2. Overtime within each department or unit will be first offered to the full-time bargaining unit employee(s) who is (are) regularly doing the job according to the following:
 - a. Full-time employees rotated by seniority;
 - b. Other full-time, qualified Clerical Council members, rotated by seniority.

Additionally, the College will make reasonable efforts to equalize overtime within the office.

3. Conversely, if such employees refuse overtime assignment, the least senior qualified full-time employee(s) will be so assigned on the basis of rotation.
4. Pay shall not be less than their hourly wage.
5. The College will provide, on request, an overtime utilization report.

C. SUNDAY PREMIUM

Full-time bargaining unit employee(s) who are authorized to work and who work on Sunday (unless Sunday is included as the regular work week) will be paid double time, exclusive of and beyond paid fringe time and non-worked holidays (8 + 8 = 16).

D. CHANGE OF WORK WEEK

As a condition of employment, the least senior member qualified for the position will accept five (5) days to include Saturday as regular pay when his/her assignment requires him/her to work this schedule, or the vacancy announcement so indicates the above work week.

E. LUNCH/REST PERIOD

Two (2) scheduled fifteen (15) minute rest periods will be allowed for each eight (8) hour work day. These will not be consecutive. A thirty (30) minute lunch period will be scheduled without pay.

F. 10 MONTH FULL-TIME EMPLOYEE(S)

In the event anyone is hired for a ten-month position, that person will be considered a full-time employee except in those matters pertaining only to twelve-month full-time employees, such as vacations and sick leave, which will be pro-rated, and paid holidays that occur during the period the person is not regularly working.

G. TEMPORARY ASSIGNMENT(S)

1. Temporary reassignments within each department will be first offered to a bargaining unit member within the department based on seniority, qualifications, and training.
2. When there will be a pre-approved absence, a substitute pay request form must be completed by the supervisor prior to the start date the substituting begins. This form must include what the assigned duties will be and the anticipated length the employee will be taking on these duties. This applies whether the substituting will be on a full or part-time basis. The form will be developed jointly by the administration and the Clerical Council.
3. When a clerical member is asked to temporarily perform the specific duties of another Joliet Junior College position for a period in excess of two (2) consecutive days, they will be compensated in the following manner retroactive to the first day:
 - a. Full duties in lieu of their own – The clerical employee will receive an hourly differential with a minimum of \$.50 per hour;
 - b. Specific duties in addition to their own- The clerical member will receive a stipend for the additional duties with a minimum of \$8.00 per day. The specific duties will be determined and agreed to

between the supervisor and the clerical employee at the time of the request.

- c. The amount of compensation in 3.a and 3.b will be determined and approved by Human Resources based on the level of responsibility and the complexity of the duties.
4. In an emergency situation, the substitute pay request form must be completed by the immediate supervisor within two business days of notification.
5. The above adjustments shall not apply to situations where the positions have been reclassified as a result of modifying or combining job responsibilities.
6. Temporary assignments may not earn overtime in excess of the compensation paid for the additional duty unless otherwise approved by Human Resources.

H. ACCRUAL OF COMPENSATORY TIME

Records shall be maintained to evidence the comp 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 (Paid Time Off Status Report). Comp time must be used or paid out during the fiscal year that it is earned.

I. TRAINING PAY

Full-time clerical employees will be compensated at an additional one-dollar (\$1.00) per hour for training clerical employees (excluding student workers). Prior approval must be secured with the immediate supervisor and appropriate Vice-President. The training will be outside the full-time clerical employees job description and limited to orientation and intensive training of new clerical employees. Such training will not exceed one week (5 working days) per each new employee unless approved by the immediate supervisor and appropriate Vice-president. Documentation will be submitted with the bi-weekly payroll using the Request for Overtime/Comp Time form.

ARTICLE VIII - MEDICAL BENEFITS AND INSURANCE

A. HEALTH INSURANCE

Health insurance, which includes medical, dental and vision insurance, for new full time employees shall commence on the first day of full-time employment with the College.

The benefits shall be provided on the basis of a coordination of benefits clause.

For new full-time clerical members, coverage shall commence on or as soon after the first working day of his/her employment as per stipulation of carrier. Coverage with Joliet Junior College will terminate thirty (30) days after the termination of employment with the College.

The Master Agreement between the College and the insurance company shall be controlling in any case; however, in no instance shall the enumerated benefits be reduced.

B. UTILIZATION REVIEW

This program requires that the Utilization Review Service be called via an 800 number prior to an elective hospital stay, within 48 hours of an emergency hospital stay, or prior to any surgery regardless of location, other than minor surgery performed in the physicians office.

If notification is not complied with, there is a \$250 penalty; however, there are no penalties for difference of opinion between the physician and the Utilization Review Service provider. Extraordinary circumstances will be taken into consideration prior to the penalty being imposed.

C. INSURANCE COMMITTEE

The College and the Council 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 Council shall appoint two (2) 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 Clerical Council 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.

D. COST CONTAINMENT

The union agrees not to withhold approval of reasonable cost-reduction methods recommended 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.

In lieu of the potential cost containment provisions in the 2007-11 contract, this contract adopts a cost sharing approach to be referred to as the employee's contribution for medical and other health-related insurance. Beginning in Fall 2011, the employee contribution will help fund the cost of health care provided by the college. For the period July 1, 2011 through December 31, 2012, the member's standard contribution will be 4% of the College's cost per employee for the level of insurance coverage selected. This standard contribution will rise to 6% of the cost per employee for calendar year 2013 and, increases to 8% effective January 1, 2014. The cost per employee will be determined by the cost established for each level of insurance coverage in the most recent renewal notification document provided by the College's benefit consultant. The standard contribution will be paid by members on the top step of the D+15 column of the salary schedule of the Fiscal Year 2012 – Fiscal Year 2015 Faculty contract. All other members will make contributions pro-rated based on the member's base salary compared to the base salary of the top step of D+15 column of the Fiscal Year 2012 – Fiscal Year 2015 Faculty contract .

At this time, it is the Board's intention to establish the employee contribution for non-faculty employees based on the individual employee's base salary, generally not to exceed the contribution of their faculty counterparts, unless otherwise established by contract.

FEDERAL LAW REGARDING HEALTH INSURANCE

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. The College and Union will meet to negotiate necessary modifications to the health plan.

E. PRESCRIPTION DRUGS

Prescription drug insurance shall be provided to full-time employees and eligible dependents.

F. LIFE INSURANCE

1. A life insurance policy shall be provided for each full-time employee during the period of full-time employment in the amount of thirty thousand (\$30,000) dollars, plus accidental death and dismemberment provisions.

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

G. MASTER AGREEMENT

The Master Agreement between the College and the insurance company shall be controlling in any case. The Board will adjust benefits and premiums to equal those granted to full time faculty during the term of this Agreement. Insurance benefits are limited to full-time employees.

H. FLEXIBLE BENEFIT PLAN

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

ARTICLE IX - SALARY SCHEDULE

A. SALARY RATE

The following tables contain the Minimum Entry, Maximum Hire, and Maximum Rate for grades 5 through 9 for the 2011, 2012, 2013, and 2014 fiscal year.

Clerical Grade	Salary Rates for 1/1/2011		
	Minimum Entry	Maximum Hire	Maximum * Rate
5	14.54	16.63	22.61
6	15.60	17.88	24.42
7	16.67	19.12	26.19
8	17.83	20.46	28.03
9	19.08	21.88	29.99

Clerical Grade	Salary Rates for 7/1/2012		
	Minimum Entry	Maximum Hire	Maximum * Rate
5	14.76	16.88	22.95
6	15.83	18.15	24.79
7	16.92	19.41	26.58
8	18.10	20.77	28.45
9	19.37	22.21	30.44

Clerical Grade	Salary Rates for 7/1/2013		
	Minimum Entry	Maximum Hire	Maximum * Rate
5	15.03	17.18	23.37
6	16.12	18.48	25.23
7	17.22	19.76	27.06
8	18.43	21.14	28.97
9	19.72	22.61	30.99

Clerical Grade	Salary Rates for 7/1/2014		
	Minimum Entry	Maximum Hire	Maximum * Rate
5	15.36	17.56	23.88
6	16.47	18.89	25.79
7	17.60	20.19	27.65
8	18.83	21.61	29.60
9	20.15	23.11	31.67

Anyone off the salary schedule will receive base salary percentage at the same rate as anyone on the schedule.

* Maximum Rate shall be used for the sole purpose of determining the hourly rate of pay for an upgrade, based on the contractual formula.

Base salary for all full-time employees will be calculated using the following rates:

January 1, 2011 all base salaries will increase by 1.5% over the January 2010 rate of pay.
(Includes base rate and longevity if qualified).

January 1, 2012 a \$.15 increase to base salary of clerical members

July 1, 2012 all base salaries will increase by 1.5% over the January 2012 rate of pay
(Includes base rate and longevity if qualified).

July 1, 2013 all base salaries will increase by 1.8% over the July 2012 rate of pay
(Includes base rate and longevity if qualified).

July 1, 2014 all base salaries will increase by 2.2% over the July 2013 rate of pay
(Includes base rate and longevity if qualified).

B. LONGEVITY INCREASES: (effective January 1, 2011)

All current full-time clerical employees will be eligible for a Longevity Increase based on their number of continuous full-time years as a Clerical employee. Full-time years are calculated as the full years of continuous employment as of June 30th of the year preceding the July 1st increase. In addition to the base salary rates increases listed above, full-time clerical members may receive an additional rate increase as described below. Full-time clerical employees will receive, in the year in which they qualify, rate increases B, C, D or E shown below. Once an individual receives the rate increase in B, C, D or E 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.

Longevity Increase Categories and Rates of Pay

Category A	0-4.99 years	no increase
Category B	5-9.99 years	\$0.25 per hour
Category C	10-14.99 years	\$0.30 per hour
Category D	15-19.99 years	\$0.45 per hour
Category E	20 or more years	\$0.50 per hour

C. ADVANCEMENT TO MAXIMUM HIRE

Effective January 1, 2004 all full-time clerical employees who have been in their present position for at least 5 full years as of December 31st 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 1st of the next year. This standard will be applied each year to make sure no full-time clerical employee with at least 5 years of full-time experience in their present position is earning less than the Maximum Hire rate.

ARTICLE X - TUITION

Full-time employees and their immediate family (spouse and dependent children) shall be entitled to enroll without cost in academic 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.

Eligible dependent children include those who are unmarried and under the age of twenty three (23) and are dependent upon the full-time employee for support and maintenance. Physically or mentally handicapped dependent children beyond the age limit of twenty three (23) are also eligible.

Should Board policy change to reflect a higher age limit for eligibility, it will immediately apply to the Clerical Council membership as well.

ARTICLE XI - NO STRIKE

The Clerical Council agrees that during the life of this Agreement, it will not authorize, call or encourage a strike by any full-time employees.

ARTICLE XII - SAVINGS CLAUSE

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations as a result of a state administrative, judicial, or legislative action, then such provisions shall immediately become non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement.

ARTICLE XIII - INTEGRITY OF THE BARGAINING UNIT

- A. The Employer recognizes the integrity of the Bargaining Unit, and will not take any action directed at eroding it. The Employer will assign Bargaining Unit work to Bargaining Unit employees, however, the employment of substitute, temporary or emergency employees to supplement bargaining employee's work on a temporary basis, if initiated, shall not exceed a period of six (6) months and shall not erode the spirit and integrity of the Clerical Union Contract.

- B. The Employer recognizes the integrity of the Bargaining Unit, and will not take any action directed at eroding it. Therefore, no Clerical Union position shall be reclassified during the life of this contract, unless such reclassification has been duly bargained with the Joliet Junior College Clerical Council, American Federation of Teachers, Local 604.

ARTICLE XIV - LENGTH OF AGREEMENT

Joliet Junior College and the American Federation of Teachers Local 604, A.F.T. Clerical Council herein agrees to the following Length of Agreement terms:

The term of the Agreement shall be January 1, 2011 through June 30, 2015.

It is further understood that no changes will be made without the express written approval of both the Clerical Council (AFT-Local 604) and the Board of Trustees.

APPENDIX A

TEMPORARY VACANCIES

DEFINITION

Beginning January 1, 1995, a temporary vacancy will occur when an indefinite period of time (non-continuous employment) is expected.

Under certain circumstances, this period of time is dependent upon the return of a regular employee.

Under certain circumstances, this period of time is dependent upon a particular job to be accomplished within a specific period of time.

In any case of temporary vacancies, the Personnel Action Form (PAF) will designate the specific period of time either circumstance requires.

APPLICABLE BENEFITS

If a temporary employee remains as an employee for six (6) continuous months, benefits of sick leave, personal leave, holidays, health and life insurance will apply, along with vacation accrual, at the beginning of the seventh (7th) month.

When a temporary position holder remains as an employee longer than the six (6) continuous months, and in accordance with the PAF instructions, the regular seniority date will be made retroactive to the beginning of the seventh (7) continuous month of employment for the purpose of determining eligibility for subsequent earning of vacation and the floating holiday.

APPENDIX B

**MEMBERSHIP FORM
Payroll Deduction Authorization**

TO: Employer _____

Effective _____, 20__, I hereby request and authorize you to deduct from my earnings on a regular pro rata basis, as set forth in Section 24-21.1 of the School Code authority under Illinois statutes, or on the basis set forth by my collective bargaining agreements, if any, an amount equal to the current annual membership dues as certified by the above stated local union, IFT and AFT/AFL.

This authorization shall continue in effect from year to year unless terminated by me by written notification to the Union Treasurer and the Business Office of the Employer prior to September 1 of any given year, or upon termination of my employment.

I understand that dues paid to the Union may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense. I further understand that voluntary contributions for COPE or other purposes to the Union are not deductible as charitable contributions for federal income tax purposes and are not conditions of membership in the Union or of employment.

Name: _____
Last First Middle

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ SS# _____

School: _____

Job Title: _____

Signature: _____

Return this form to your building representative or local union officer. The Union will forward appropriate copies to your employer.

APPENDIX C

**GRIEVANCE FORM
JOLIET JUNIOR COLLEGE**

PLEASE FILL OUT THIS FORM IN TRIPLICATE BY SUPPLYING THE NECESSARY INFORMATION.

DATE: _____

A GRIEVANCE IS DEFINED AS AN ALLEGED MISINTERPRETATION OR MISAPPLICATION OF A SPECIFIC ARTICLE OR SECTION OF THE AGREEMENT.

1. Name of employee filing the grievance: _____
2. Position employee holds at Joliet Junior College: _____
3. This grievance is filed in reference to:
Article No. _____ Section No. _____ Paragraph No. _____
4. Statement of Grievance as presented by grievant: _____

* If additional space is needed, attach a letter to this form.

5. The following is a statement of the relief requested by said grievant:

Grievants Signature: _____

- Copy #1 Administration
- Copy #2 Grievant
- Copy #3 Clerical Council President

APPENDIX D
UPGRADE/RECLASSIFICATION
CLERICAL POSITION QUESTIONNAIRE
Human Resources Center
Joliet Junior College

Date: _____

Current Job Title: _____

Your Name: _____

Department: _____

Immediate Supervisor Name: _____

Appropriate Vice President Name: _____

This questionnaire is designed to fulfill the position questionnaire requirements of the contractual agreement contained in Article IV, Section F, listed at the end of this questionnaire. It is important to remember that the questionnaire focuses on the job itself. You are to keep this information confidential.

* * * * *

Complete the following Position Questionnaire before meeting with your immediate supervisor and the appropriate vice president. Be specific in your answers to the following. Use extra sheets if needed. Attach copies of supporting evidence.

A. EVIDENCE OF SUBSTANTIAL CHANGES IN YOUR POSITION, DUTIES AND RESPONSIBILITIES

1. Describe your specific job duties and responsibilities as listed on your job description:

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

2. Describe in detail the substantial changes and additional duties and responsibilities that justify a position review and/or upgrade.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____

3. Describe how the changes in your job may affect your decision making requirements.

a. To what extent do the changes in your duties require additional decision making on your part?

b. Give an example of a decision in which outcomes are affected by our discretion.

c. Give an example of a decision that you would refer to your supervisor.

d. What safeguards against errors would you utilize in making decisions?

CONTRACTUAL AGREEMENT BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 525
JOLIET JUNIOR COLLEGE
AND THE
JOLIET JUNIOR COLLEGE CLERICAL COUNCIL OF THE
AMERICAN FEDERATION OF TEACHERS
LOCAL 604, A.F.T.
2011-2015

This agreement made and entered into this 14 day of July, 2011.

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

Joliet Junior College
Clerical Council of the
American Federation of Teachers
Local 604, A.F.T.

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Denise E. Clark
Secretary

Date: 8/9/11

Date: 7/14/2011