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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 Support and Technical 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 Support and Technical 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 regular full- and part-time support and technical staff employees (2009 RC 003-C, 2009 AC 004-C, and 2009 UC 0011-C), with the exception of certain positions agreed upon due to the confidential nature of work, and all union represented employees and Professional, Clerical, Temporary Casual, Supervisory Staff, Managerial Staff and Administrators and employees hired on an as needed basis.

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 polices, 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 President or Designee

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.

3.1.2 Released time for College-requested meetings

Released time will be granted to the Union President 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 for formal negotiations

The Union Executive Board shall be granted sixteen (16) hours of release time pertaining to formal negotiations.

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

Section 3.2 Time Off For Committee Meetings

Upon a full-time or part-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 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 a representative 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 President 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 President. The Union agrees to limit postings on these bulletin boards to the following Union notices:

Recreational and social affairs of the Union
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 Director of Human Resources

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 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 Union President or designee after these minutes have been officially approved by the Board of Trustees.

Section 3.5 Notification of Newly Hired, Full-time or Part-time Employees

The Union President or designee will be supplied with written notification of newly hired full-time and part-time bargaining unit employees stating effective date of employment, name, position, and grade level within ten (10) working days of effective date of employment or after Board of Trustees approval.

Section 3.6 Responsible Use of Information Technology

The Union recognizes the Board Policy for Responsible Use of Information Technology (Board Policy 10.1) 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 President with a copy of any amendments to the Board of Trustees Manual of Policies and Procedures.

Section 3.8 Statistics and Records from the College

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 semi-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 Web site 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.

ARTICLE IV **UNION DUES/FAIR SHARE**

Section 4.1 Deductions

The College agrees to deduct from the pay of those employees who are Union members any or all of the following: Union membership dues or membership assessments.

Requests for any of the above shall be made on a form (**Appendix A**) provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the College of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

Section 4.2 Hold Harmless

The Union shall hold and save the College harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

Section 4.3 Fair Share

Pursuant to the Illinois Educational Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the

collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms, and conditions of employment.

The proportionate fair share payments shall be deducted by the College from the earnings of non-member employees each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deductions are made by the College, along with a list of the employees.

Non-members who object to this fair share fee based upon bona-fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected employee and the Union are unable to reach an agreement on the matter, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board, and the payment shall be made to said organization. The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

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, 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. Full-time 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 sick leave 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

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 days without a doctor's note and without direct contact with an immediate supervisor.

Section 5.4 Seniority List

Each July, the College shall electronically supply the Union President with a seniority list prepared by grade level. The seniority list shall be accepted and final two (2) months after receipt by the Union President 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 bargaining unit jobs. 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 President prior to any reduction. The College shall give the employee sixty (60) days notice of any layoffs, except in emergency situations wherein such period of notice may be reduced.

In the case of grant-funded employee positions, the College shall notify the Union President 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 seniority.
- D. Full-time employees in an inverse order of seniority. 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.

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; clerical staff; 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 the outside 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 PROCEDURES

Section 7.1 Employee Discipline

7.1.1 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 2.2.4, 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

- 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.

7.1.2 Pre-Disciplinary Meeting

- A. Prior to imposing discipline, the College shall meet with the employee involved and his/her Union representative to inform him/her of the reasons for such contemplated disciplinary action and give him/her copies of supporting documentation, excluding confidential information.
- B. 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 2.2.4
- C. Pre-disciplinary meetings shall only be required in the event of a proposed written reprimand, suspension, or termination.

7.1.3 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.

Section 7.2 Right to Representation

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 be taken.

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 eighteen (18) 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.

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 President and the Director of Human Resources of the outcome.

Section 8.3 Formal Grievance Procedure

The grievant or the Union President 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 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.

- 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 If no agreement is reached within receipt of the prior 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 Union President or designee 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 of receipt of the appeal.
- 8.3.3 If the grievance is not resolved in 8.3.2, the 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 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 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 termination or disciplinary grievances, appeals from 8.3.3 are made only to binding arbitration.

- 8.3.4 If the Union Executive Board is not satisfied with the disposition of the grievance at 8.3.3, 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 8.3.3 answer. 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 posting for current and new positions with a job description shall be given through the College email to the Union President in a timely manner. When the position is filled, the Union President 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 the position is received by the Human Resources Department. Notification of such vacancy will be posted in a prominent place on the Human Resources Department 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 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 typically 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 ninety (90) working days. If the

position(s) is not filled, the Director of Human Resources, in consultation with the appropriate supervisor, will discuss reasons for extending the temporary positions(s) with the President of the Union.

Internal applicants who are qualified will be interviewed for open vacancies. Bargaining unit full-time or part-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 member's related experience.

Section 9.2 Criminal Background Checks

Criminal background checks will be completed on all new college hires. 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.

Section 9.3 Starting Pay

New full- or part-time employees hired into Support and Technical Staff Council positions shall be hired at the minimum of the range for the grade level of the position. The Union understands the College's need to make positions appealing to outside candidates. However, equal consideration must always be given for internal equity issues. Therefore, outside candidates will not be offered a starting salary any higher than twelve (12) percent above the minimum of the grade's range for non-technical positions. For technical and hard to fill positions, outside candidates will not be offered a starting salary any higher than the midpoint of the grade's range. Starting salary will be based upon factors such as the candidate's match to the required and preferred qualifications for the position.

New bargaining unit members are not eligible to apply for any newly created or vacated positions for a period of one (1) year after employment.

Section 9.4 Probation for New Employees

New full-time or part-time employees are subject to a six (6) month 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. At any time during this 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 9.5 Probationary Employees Because of Job Transfer

A full-time or part-time employee transferring positions or being promoted shall begin a forty-five (45) working-day probationary period beginning with the first day. If during the forty-five

(45) 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 and 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 his/her 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

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 Union ten (10) days notice prior to changing the work schedule or shift start times.

10.2.1 The normal work schedule for employees shall be eight and one-half (8 ½) hours or ten and one-half (10 ½) hours which shall include a thirty- minute unpaid lunch period away from their workstation.

10.2.2 As a condition of employment, the least senior member qualified for the position will accept work days to include Saturday and/or Sunday as regular pay when his/her assignment requires him/her to work this schedule. Saturday and/or Sunday is part of the regular workweek when the vacancy announcement so indicates.

10.2.3 Employees are permitted a paid rest period away from their workstations not to exceed fifteen (15) minutes during each half-day (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 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 his/her supervisor and appropriate vice-president as long as the office is able to remain operational. Flexible summer work hours fall under the guidelines of the Fair Labor Standards Act.

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 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 Distribution

Effective July 1st of each year of the Agreement, the overtime list maintained by each department employing bargaining unit members will be cleared. The initial rotation of the distribution of overtime for the new fiscal year will be in order of seniority of qualified employees. In an attempt to distribute the overtime throughout the department evenly, after that initial rotation of seniority, the qualified bargaining unit member with the least amount of overtime for that fiscal year will be the first employee offered the overtime. The process of offering overtime to those qualified individuals within the department with the least amount of overtime accumulated will continue through the end of that fiscal year. If no one accepts the offer to perform overtime work, the qualified bargaining unit member with the least seniority will be the first employee required to perform overtime work. The next time overtime work is not willingly accepted, the next qualified employee from the bottom of the seniority list would be required to perform the work.

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-half (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).

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-half (1/2) for actual time on the job. The call-back rotation already in place will be utilized in determining staffing (See Section 10.4).

Section 10.7 Teaching Assignments

In support of the mission of Joliet Junior College, the Union and the College encourage full-time and part-time bargaining unit employees to accept adjunct teaching assignments as long as a mutually agreeable schedule can be created between the employee and his/her supervisor to perform his/her 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 a bargaining unit member.

10.8.2 When an employee substitutes (performing the actual duties) for an employee in a position of a higher grade, he/she shall be reimbursed at the salary rate of the person for whom he/she substitutes. In no case will the pay be less than the employee's hourly wage.

10.8.3 When an employee substitutes (performing the actual job duties) for an employee in a position of the same grade, he/she shall receive an additional ten percent (10%) up to a maximum of \$2.00 of his/her normal hourly wages through the duration of the performance of the additional duties.

10.8.4 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 College is officially closed and the employee is called in or an employee is reporting for emergency duty (a sudden, urgent, unexpected occurrence or occasion requiring immediate action) at the College's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, the employee shall be granted at least three (3) hours pay at the rate of time and one-half.

Section 10.11 Standby

Employees assigned or scheduled to be on "On call / Standby" status shall be compensated with eight (8) hours of compensatory time 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

Full-time or part-time bargaining unit employees will be compensated at an additional one-dollar (\$1.00) per hour for training employees (excluding student workers) in addition to performing their regular job duties. Prior approval must be secured with the immediate supervisor and appropriate Vice-President. The training will be outside the full-time or part-time employee's job description and limited to orientation and intensive training of new employees. Such training will not exceed one week (five 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.

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, twenty-five cents (25 cents) per hour on the second shift and thirty cents (30 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 twenty-five cents (25 cents) per hour. Part-time employees, whose shifts start after 11 p.m. but before 7 a.m., shall receive a shift premium of thirty cents (30 cents) per hour. Shift premium will be paid for the actual hours worked on a 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.

All shifts will start fifteen (15) minutes early and end fifteen (15) minutes later for updates in the department and shift crossovers.

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, thirty cents (30 cents) per hour on the first shift and twenty-five cents (25 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

Full-time 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.

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.

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 the Dean/Director (or his/her 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 the Dean/Director, or his/her 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.

*An employee's accumulated compensatory time as of June 30, 2010, that is not used by September 15, 2010, will be paid to the employee at his/her fiscal year 2009-2010 rate of pay.

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 all support and technical staff personnel assigned to his/her 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 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 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 Number of Days Awarded

On July 1st of each fiscal year, twenty (20) days of sick leave will be granted to full-time bargaining unit employees, accumulative up to a maximum of three hundred eighty (380) days according to the current Board Policy 2.5.2. For new full-time employees, however, no sick leave will be granted during the first sixty (60) working days. At the end of sixty (60) working days, sick leave 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.

12.1.2 Definition for Sick Leave and Immediate Family

Sick leave shall, for the purpose of this Agreement, mean personal illness, quarantine at home, or serious illness or death in the immediate family. 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 and are in compliance with all statutory laws, regulations, and the Family Medical Leave Act (FMLA) guidelines.

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

In case of severe illness of a full-time or part-time bargaining unit employee and in the event all vacation time and sick leave has been used up, additional days may be requested (according to the 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.

12.1.3 Worker's Compensation

If a full-time bargaining unit 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.

If a part-time bargaining unit employee qualifies under Worker's Compensation for loss of pay, the employee will receive temporary total disability (TTD) benefits only.

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 he/she designates. In addition to the above, the College President 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.

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 full-time 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.

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 are required to 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).

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 his/her supervisor.

12.6.5 Holidays worked: Part-time Employees

The part-time bargaining unit employees who are required to work on holidays will be paid at their regular rate plus time and one-half. The overtime rule does not apply.

Section 12.7 Vacation

12.7.1 Vacation Date Conflicts

If there is a conflict in dates desired between one or more bargaining unit employees, the most senior department members receives preference if the immediate supervisor approves of the vacation schedule.

12.7.1 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 vacation; from year six (6) and beyond, four (4) weeks vacation, with carryover earned, not taken, vacation into subsequent fiscal years up to 240 hours (30 days).

12.7.2 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.

12.7.3 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 schedule 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 Vice-President or designee.

Grant-funded employees are required to use up all vacation forty-five (45) days prior to the end of each contract year.

Section 12.8 Service Recognition

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

Effective July 1, 2010, part-time bargaining unit employees will be granted leave based upon the following schedule:

- A. Average of 30-39 budgeted hours worked per week for the last year: Thirty-two (32) leave hours
- B. Average of 20-29 budgeted hours worked per week for the last year: Sixteen (16) leave hours
- C. Average of 10-19 budgeted hours worked per week for the last year: Eight (8) leave hours
- D. Average of less than 10 budgeted hours worked per week for the last year: Zero (0) leave hours

These leave hours may be used as sick or personal hours and must be approved 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 eighty (380) days. SURS will accept up to 259 days or one year for additional service credit.

ARTICLE XIII

INSURANCE

Section 13.1 Insurance Committee

The Insurance Committee will study the insurance programs and benefits of the College as they affect the employees. The Committee may recommend changes in such insurance programs and benefits to the College President and each bargaining unit President during the interim between the negotiations of collective bargaining agreements. The Union will be represented on the Insurance Committee by one (1) member of the bargaining unit selected by the Union Executive Board.

No changes will be made to the cost of the College's health care plan through July 2011. During the month of July 2011, the College's Third Party Administrator will determine the cost of the College's health care plan, per participant, for single and dependent coverage, for the 2010-11 fiscal year (July 1, 2010, through June 30, 2011). If the cost, per participant, for single and dependent for the 2010-11 fiscal year exceed 108% of the cost, per participant, for single and dependent coverage for the 2009-10 fiscal year, College employees covered by the plan will be assessed a monthly premium, via payroll deduction, in the 2011-12 fiscal year, in an amount necessary to cover the increases in excess of 108% but not to exceed 116%.

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.

13.2.3 Part-time Bargaining Unit Members

The College shall offer a self-paid health care plan for part-time bargaining unit members. Open enrollment will be held to offer health insurance within a group plan selected by the College. Members shall be able to enroll in dental, life, vision, prescription, and AD&D plans, which will be self-paid, even if they do not elect medical coverage. The premium will either be paid directly by the participant or be deducted from payroll at a monthly rate.

The College may change the insurance carrier, join a governmental self-insurance plan, or change the third-party administrator so long as the benefit levels remain substantially the same or improve.

The failure of any insurance carrier(s) or governmental self-insurance pool to provide any benefit for which it has contracted or for which it is responsible shall result in no liability to the College or to the Union, nor shall such failure be considered a breach by the College or the Union of any obligation undertaken under this or any other agreement. However, nothing in the Agreement shall be construed to relieve any such provider of health care coverage from any liability it may have to the College, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance

carrier or by a governmental plan shall be controlling in all matters pertaining to benefits of the insurance carrier.

Section 13.3 Life Insurance

13.3.1 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.

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

See Section 13.2.3 regarding life insurance for part-time bargaining unit employees.

Section 13.4 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 safety officers' (CSOs) uniforms shall be prescribed by the Chief of Police or his/her designee provided the College shall continue to provide a vendor for such uniforms.

As a result, the College shall provide all full-time CSOs covered by this Agreement an annual allowance in the sum of five hundred dollars (\$500) for the purpose of purchasing and maintaining their uniforms. Part-time CSOs shall receive one-half (1/2) of the foregoing uniform allowance.

Payment of said allowance shall be made to full-time and part-time CSOs in two equal installments. The first payment shall be made on the pay date immediately following July 15th of each year of this Agreement. The second payment shall be made on the pay date immediately following January 15th of each year of this Agreement. For new employees, the first payment shall be included in the first payroll check.

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 his 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 anytime 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 his/her 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 he/she 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 and alcohol or drug-related problem, other than if he/she is then unfit for duty in his/her 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 he/she is 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 his/her 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 without undue delay 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.

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 support/technical staff grade level shall be increased by six (6) percent.

17.1.3 Job Position Review and Appeal Process

A bargaining unit employee may request a formal review of his/her position classification and/or salary grade placement according to the following procedure:

- A. On or before March 5 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 Director, Human Resources by March 20 of the same calendar year. The questionnaire will be available in the College Public Folders and included in Appendix C.
- B. The employee must complete the position questionnaire and meet with his/her immediate administrative supervisor and appropriate Vice-President to review the document.
- C. The employee must secure the approval with signature of the immediate administrative supervisor and Vice-President by submitting:
 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.

The designated employee in the Human Resources Department will review all reclassifications/upgrades. Before any denial of a request, the appropriate Senior Leadership Team Member shall conduct a hearing with the applicant/employee, a Union representative if requested, and the immediate supervisor. If the request is denied after review, a denial letter will be sent to the employee and a discussion will be held with the employee, the supervisor, and the appropriate Vice-President. The Director of Human Resources shall submit the documentation to the Senior Leadership Team for approval. 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.

If and when approved, the upgrade will be effective July 1 of the upcoming fiscal 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.

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 support/technical staff 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.

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 will not change unless the new position's qualifications are more complex than the previously held position, such as certifications, special training, more experience, or higher educational achievements. In those cases, the pay increase range for the lateral transfer compensation shall be determined by a compensation analysis completed by the Human Resources Department.

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 President prior to the effective date as a courtesy and will have no changes in management rights.

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 President 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 his/her 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, the "red-circling" the employee's current rate above the maximum of the new salary grade range may be warranted. This will depend on the circumstances of the demotion. This action freezes the employee's salary rate. 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 President prior to the effective date as a courtesy and will have no changes in management rights.

ARTICLE XVIII
WAGES

Effective July 1, 2010, bargaining unit members covered by this contract will receive a three (3%) percent base salary rate increase over their June 30, 2010, base salary rate.

Forty-five (45) days prior to July 1, 2011, and forty-five (45) days prior to July 1, 2012, negotiations shall begin regarding the general wages for the remaining years of the contract. General wages will be the only items to be negotiated during this time.

GRADES	FY 2010 MIN	FY 2010 MID	FY 2010 MAX	FY 2011 MIN	FY 2011 MID	FY 2011 MAX
2	\$22,700	\$27,900	\$33,099	\$23,381	\$28,736	\$34,092
3	\$25,423	\$31,247	\$37,070	\$26,186	\$32,184	\$38,182
4	\$28,472	\$34,995	\$41,518	\$29,326	\$36,045	\$42,764
5	\$31,890	\$39,196	\$46,501	\$32,847	\$40,371	\$47,896
6	\$35,717	\$43,899	\$52,080	\$36,789	\$45,215	\$53,642
7	\$40,002	\$49,167	\$58,332	\$41,202	\$50,642	\$60,082
8	\$44,802	\$55,066	\$65,330	\$46,146	\$56,718	\$67,290
9	\$50,179	\$61,674	\$73,169	\$51,684	\$63,524	\$75,364
10	\$56,201	\$69,075	\$81,949	\$57,887	\$71,147	\$84,407
11	\$62,942	\$77,362	\$91,782	\$64,830	\$79,683	\$94,535

2	10.91	13.41	15.91	11.24	13.82	16.39
3	12.22	15.02	17.82	12.59	15.47	18.36
4	13.69	16.82	19.96	14.10	17.33	20.56
5	15.33	18.84	22.36	15.79	19.41	23.03
6	17.17	21.11	25.04	17.69	21.74	25.79
7	19.23	23.64	28.04	19.81	24.35	28.89
8	21.54	26.47	31.41	22.19	27.27	32.35
9	24.12	29.65	35.18	24.85	30.54	36.23
10	27.02	33.21	39.40	27.83	34.21	40.58
11	30.26	37.19	44.13	31.17	38.31	45.45

ARTICLE XIX
NON-DISCRIMINATION

Both the College and the Union agree not to discriminate against any employee on the basis of race, religion, sex, age, disability, national origin, or sexual orientation in accordance with all and any applicable laws. 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 Policies on Equal Employment Opportunity. 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, full-time and part-time 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. 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.

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

22.2.2 Part-time Employees

Part-time bargaining unit employees (not spouses or children) shall be entitled to enroll without cost in one academic credited course per semester offered by the College provided the class is 1) directly supportive to their assigned College job(s) and approved by their supervisor, 2) part-time employees shall be responsible for all student fees, books, etc., and 3) 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 terminate, the part-time employee 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 Director of Human Resources or designee at the time of enrollment in courses.

Section 22.3 Fitness Center

The College Total Fitness Center is dedicated to providing health enhancement services. A Fitness Center Waiver must be completed and signed by the Director of Human Resources or designee at the time of enrollment in Fitness Center courses.

22.3.1 Full-time Employees

A Fitness Center Waiver 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-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.

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

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

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 pm on the 30th day of June 2013. 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.

APPENDIX A



AFT LOCAL 604
ILLINOIS FEDERATION OF TEACHERS
American Federation of Teachers/AFL-CIO

Representation and Union Dues Authorization

To Employer: _____ Date: _____

I hereby authorize and request AFT Local 604, IFT- AFT/AFL-CIO, (hereinafter the "Union"), to be my exclusive representative in all matters concerning wages, hours, and all other terms and conditions of employment. By signing this card, I accept membership in the Union. I consider this card proof of membership and authorization for exclusive representation.

Effective on the date of recognition of the Union as my legally certified exclusive representative, or on such subsequent date as determined by the Union and communicated to the Employer; I authorize payroll deduction from my wages as stated below.

I request and authorize my Employer to deduct from my earnings on a regular pro rata basis, or on a time frame established between the Employer and the Union, an amount equal to the then current annual membership dues as certified by the Union.

This authorization is signed freely and voluntarily and not out of any fear of reprisal; I will not be favored or disadvantaged because I exercise this right. This authorization shall continue in effect from year to year unless terminated or amended by me by written notification to the Union 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 contributions for 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: _____ Signature: _____
(Print)

Signature: _____



Membership Database Information

NAME: _____
(Please *lightly* print full name as it appears on your Voter ID card)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____

E-MAIL ADDRESS: _____

SCHOOL DISTRICT: _____ JOB TITLE: _____

BIRTH DATE: _____

Return all copies to the Union Office or your Union Steward. All information will be kept strictly confidential.

APPENDIX B

Joliet Junior College/Support and Technical Staff Council
Grievance Form

STEP 1 (Contract Section 8.2)

Signature of Grievant and/or Union President: _____

Grievant: _____

Department of Grievant: _____

Immediate Supervisor: _____ Signature of Supervisor _____

Date of Occurrence: _____ ¹Date Grievance Filed with Supervisor: _____

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: _____

²Date of Conference with the Grievant and His/Her Union Representative: _____

Supervisor Decision

³Date Returned to Grievant _____

STEP 2 (Contract Section 8.1.2, 8.2.2)

⁴Date Appeal Given to Appropriate Vice-President: _____

Appropriate Vice-President: _____

⁵Date of conference with the Union President or designee and the grievant: _____

Article(s) and Section(s) alleged to be violated: _____

Signature of Grievant and/or Union President: _____

¹ Grievance must be filed within twenty (20) working 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.

² The supervisor must confer with the grievant within ten (10) working days of the receipt of the grievance.

³ The written response of the supervising administrator must be given within five (5) working days of the completion of the conference.

⁴ Grievance must be filed within five (5) working days after receipt of the supervisor's response, if the grievant wants to appeal.

⁵ Conference must take place within ten (10) working days of the Vice-President's receipt of the grievance.

Attach written statement by supervising administrator. Attach statement by grievant and/or Union Executive Board in response to the supervising administrator. All other statements and documents from Step 1 should still be attached. List attachments.

State the Specific Remedy Sought: _____

Vice-President's Decision

⁶Date Returned to Grievant _____

OR

STEP 2 (Contract Section 8.1.2, 8.2.2)

⁷Date Appeal Given to Appropriate Vice-President: _____

Appropriate Vice-President: _____

State the Specific Remedy Sought: _____

Article(s) and Section(s) alleged to be violated: _____

Grievant's and/or Union's President Signature: _____

Attach written statement by supervising administrator. Attach statement by grievant and/or Union Executive Board in response to the supervising administrator. All other statements and documents from Step 1 should still be attached. List attachments.

Vice-President's Decision

⁸Date Returned to Grievant _____

⁶ Vice-President must give an answer in writing five (5) working days after the conference.

⁷ Grievance must be filed within five (5) working days after receipt of the supervisor's response, if the grievant or Union wants to appeal.

⁹Date of conference with the Union President or designee and the grievant: _____

STEP 3 (Contract Section 8.1.3, 8.2.3)

¹⁰Date Appeal Given to President: _____

¹¹Date of conference with the Union Executive Board and grievant: _____

Article(s) and Section(s) alleged to be violated: _____

Signature of Grievant or Union President: _____

Attach written statement by supervising administrator. Attach statement by grievant and/or Union Executive Board in response to the supervising administrator. All other statements and documents from Step 1 should still be attached. List attachments.

State the Specific Remedy Sought: _____

¹²President's Decision

¹³Date Returned to Grievant _____

STEP 4

The Union Executive Board may submit the grievance to binding arbitration (except for termination or disciplinary grievances) by filing a demand for the same with the College President or designee within twenty (20) working days of the 8.1.3 answer (Step 3). See Step 8.1.4 8.2.4 on the union contract.

⁸ Vice-President must give an answer in writing within five (5) working days of the Vice-President's receipt of the grievance.

⁹ Conference must take place within ten (10) working days of the Vice-President's receipt of the grievance.

¹⁰ Grievance must be filed within 5 working days after receipt of the Vice President's response.

¹¹ Conference must take place within 10 working days of the President's receipt of the grievance.

¹² "If further investigation is needed by either party, additional time by mutual agreement may be allowed."

¹³ President must give an answer in writing 10 days after the conference with the union.

APPENDIX C

**Upgrade/Reclassification
Support and Technical Staff Position Questionnaire
Joliet Junior College**

Date: _____

Current Position Title: _____

Employee's 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 4.6, listed at the end of this questionnaire. It is important to remember that the questionnaire focuses on the **job** itself, not your individual performance or personal skills. Complete the questionnaire before meeting with your immediate supervisor and 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).

- 1.
- 2.
- 3.
- 4.
- 5.

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

Signature of Immediate Supervisor
Approval of Request - or -

Date

Signature of Appropriate Vice President
Approval of Request

Date

Received in Human Resources

Date