


**Contract Between**

 **Prairie State College**  
**Federation of Supportive Staff**  
**Cook County College Teachers Union**  
**Local 1600, AFT, AFL-CIO**

**And**

**Illinois Community College Board**  
**District 515**

**2010-2012**  
**completed with amendments 12/2010**

## TABLE OF CONTENTS

<b><u>AGREEMENT</u></b> .....	1
<b><u>PREAMBLE</u></b> .....	1
<b><u>ARTICLE I - RECOGNITION</u></b> .....	1
Section 1.1    Recognition .....	1
<b><u>ARTICLE II - DEFINITIONS</u></b> .....	2
Section 2.1    Bargaining Unit Member .....	2
Section 2.2    Union .....	2
Section 2.3    Gender of Words .....	2
Section 2.4    Proration of Benefits .....	2
Section 2.5    Meeting with Other Organizations .....	3
<b><u>ARTICLE III - UNION RIGHTS</u></b> .....	3
Section 3.1    Non-Discrimination .....	3
Section 3.1A    Freedom From Harassment and Hostile Work Environment .....	3
Section 3.2    Union Mailbox and Use of College Mail System .....	4
Section 3.3    Fair Share .....	4
Section 3.4    Dues Check-off .....	6
Section 3.5    Reinstatement of Employees on Dues Check-off .....	7
Section 3.6    COPE Check-off .....	7
Section 3.7    Board Meetings .....	7
Section 3.8    Meetings with the President .....	7
Section 3.9    Union Meetings .....	8
Section 3.10    Labor Management and Safety Meetings .....	8
Section 3.11    Committee Appointments .....	8
Section 3.12    Information to the Union .....	8
Section 3.13    Union Exclusivity .....	9
Section 3.14    Use of Facilities and Equipment .....	9
Section 3.15    Public Records .....	9
Section 3.16    Polygraph Examination .....	9
Section 3.17    Use of Security Cameras .....	9
Section 3.18    Union Storage Space .....	10
Section 3.19    Release Time .....	10
Section 3.20    Annual Convention Leave .....	10
<b><u>ARTICLE IV - MANAGEMENT RIGHTS AND NO STRIKE PROVISION</u></b> .....	11
<b><u>ARTICLE V - HOURS OF WORK</u></b> .....	12
Section 5.1    Work Week .....	12
Section 5.2    Emergency Closings .....	12
Section 5.3    Child Care Center .....	13
<b><u>ARTICLE VI - OVERTIME/COMPENSATORY TIME</u></b> .....	13
Section 6.1    Overtime .....	13
Section 6.2    Compensatory Time .....	14
Section 6.3    Compensation for Additional Work .....	14

<b><u>ARTICLE VII - BENEFITS</u></b>	15
Section 7.1	Life Insurance . . . . . 15
Section 7.2	Health Insurance . . . . . 15
Section 7.25	IRS Section 125 . . . . . 16
Section 7.3	Sick Leave Bank . . . . . 16
Section 7.4	Credit Union . . . . . 17
Section 7.5	Pay Period . . . . . 18
Section 7.6	Pension Plan Pick-Up . . . . . 18
Section 7.7	Retirement . . . . . 18
Section 7.8	Tuition Waiver . . . . . 19
Section 7.9	Stipends for Degrees . . . . . 20
Section 7.10	Professional Development and Training . . . . . 20
<b><u>ARTICLE VIII - HOLIDAYS</u></b>	21
<b><u>ARTICLE IX - VACATION</u></b>	22
<b><u>ARTICLE X - LEAVES OF ABSENCE</u></b>	25
Section 10.1	Seniority . . . . . 25
Section 10.2	Insurance Coverage . . . . . 25
Section 10.3	Personal Leave . . . . . 25
Section 10.4	Sick Leave . . . . . 25
Section 10.5	Bereavement . . . . . 27
Section 10.6	Jury Duty . . . . . 27
Section 10.7	FMLA Leave of Absence . . . . . 28
Section 10.8	Disability/Medical Leave . . . . . 29
Section 10.9	Military Leave . . . . . 31
Section 10.10	Leave Without Pay . . . . . 31
<b><u>ARTICLE XI - WORKING CONDITIONS</u></b>	31
Section 11.1	Office Automation and Reorganization . . . . . 31
Section 11.2	Health and Safety . . . . . 32
<b><u>ARTICLE XII - NEW CLASSIFICATIONS</u></b>	33
Section 12.1	Classifying . . . . . 33
<b><u>ARTICLE XIII - VACANCIES</u></b>	34
Section 13.1	Procedures . . . . . 35
Section 13.2	Internal Hiring Policy . . . . . 36
<b><u>ARTICLE XIV - HIRING</u></b>	36
<b><u>ARTICLE XV - PROMOTIONS</u></b>	38
<b><u>ARTICLE XVI - TRANSFERS</u></b>	38
<b><u>ARTICLE XVII - SEVERANCE PAY</u></b>	40

<b><u>ARTICLE XVIII - REDUCTION IN FORCE</u></b>	41
Section 18.1    Layoffs	41
Section 18.2    Recall	42
Section 18.3    Outsourcing of Work	43
<b><u>ARTICLE XIX - SENIORITY</u></b>	43
<b><u>ARTICLE XX - POSITION CLASSIFICATIONS</u></b>	45
Section 20.1    Job Description	45
Section 20.2    Job Classifications	45
<b><u>ARTICLE XXI - GRANT FUNDED POSITIONS</u></b>	45
<b><u>ARTICLE XXII - RECLASSIFICATION</u></b>	47
<b><u>ARTICLE XXIII - DISCIPLINE</u></b>	49
Section 23.1    Disciplinary Procedure	49
Section 23.2    Oral Warning	49
Section 23.3    Written Warning and Conference	50
Section 23.4    Suspension	50
Section 23.5    Discharge	51
Section 23.6    Personnel File	52
Section 23.7    Performance Evaluations	52
<b><u>ARTICLE XXIV - GRIEVANCE PROCEDURE</u></b>	53
Section 24.1    Definition	53
Section 24.2    Discharge Grievances	55
Section 24.3    Provisions	56
<b><u>ARTICLE XXV - ENTIRE AGREEMENT</u></b>	57
<b><u>ARTICLE XXVI - PRECEDENCE OF AGREEMENT</u></b>	59
<b><u>APPENDIX A</u></b>	62
<b><u>APPENDIX B</u></b>	63
<b><u>APPENDIX C</u></b>	64
<b><u>APPENDIX D</u></b>	65
<b><u>APPENDIX E</u></b>	68
<b><u>APPENDIX F</u></b>	70
<b><u>APPENDIX G</u></b>	72
<b><u>APPENDIX H</u></b>	73
<b><u>APPENDIX I</u></b>	74

**APPENDIX J** ..... 75

**APPENDIX K** ..... 76

**APPENDIX L** ..... 78

**APPENDIX M** ..... 79

**APPENDIX N** ..... 80

**APPENDIX O** ..... 81

**APPENDIX P** ..... 82

## **AGREEMENT**

THIS AGREEMENT, together with the attached Appendices which are an integral part of this Agreement and by this reference incorporated herein, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 515, COUNTIES OF COOK, WILL AND STATE OF ILLINOIS (herein called the "Board") and the Prairie State College Federation of Supportive Staff, Cook County College Teachers Union, Local 1600, AFT, AFL-CIO (herein called the "Union"), as sole and exclusive bargaining agent for the bargaining unit members, as defined herein. The Agreement shall also be binding upon the parties' respective successors, for the life of this Agreement.

## **PREAMBLE**

WHEREAS, the Union has been designated as the bargaining representative by a majority of the bargaining unit members;

WHEREAS, the Board and Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the bargaining unit members insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Prairie State College and are consonant with the paramount interests of the public and the students of Prairie State College;

WHEREAS, it is the intention of the parties to this Agreement to provide for the wages, hours, terms and conditions of employment of the bargaining unit members covered by this Agreement, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.1 Recognition**

The Board recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit members listed in Appendix C of this Agreement.

## **ARTICLE II - DEFINITIONS**

### **Section 2.1 Bargaining Unit Member**

The term "bargaining unit member" is defined as regular full-time and part-time employees hired to work at least 20 hours per week on a regular basis. Excluded are managerial, supervisory, confidential, temporary (less than 90 calendar days; or in the case of an employee who fills the position of an employee on leave, not more than 6 months) professional, hourly, and students. Bargaining unit positions shall not be filled by students.

### **Section 2.2 Union**

The term "Union," as used herein, shall mean the Prairie State College Federation of Supportive Staff, Cook County College Teachers Union, Local 1600, AFT, IFT, AFL-CIO.

### **Section 2.3 Gender of Words**

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly appropriate.

### **Section 2.4 Proration of Benefits**

The following formula will be applied to regular part-time bargaining unit members when calculating their life insurance coverage, summer hours if a shortened work week is approved, vacation, sick leave, and other paid time off benefits:

$$\frac{\text{number of hrs worked per wk}}{40} \times \frac{\text{regular full-time employee benefit rate}}{\text{part-time employee benefit rate}}$$

Two rates will be calculated for part-time employees for health insurance premiums. Employees who work 20 - 29 hours per week will receive 50 percent of the full-time benefit. Employees who work 30 - 39 hours per week will receive 75 percent of the full-time benefit.

**Section 2.5 Meeting with Other Organizations**

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any bargaining unit member or bargaining unit member organizations, including the bargaining unit committee, representing bargaining unit members for the purpose of hearing the views and proposals of such bargaining unit members or such bargaining unit organizations, provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

**ARTICLE III - UNION RIGHTS****Section 3.1 Non-Discrimination**

The Board and the Union agree not to discriminate against any bargaining unit member covered by this Agreement on the basis of sex, race, creed, national origin, marital status, parental status, age, religion, physical or mental handicap, actual or perceived, sexual preference or Federation activity. The Board in its employment practices, will continually seek to employ and promote the best qualified individuals while endorsing the principles of affirmative action and will fulfill all of its obligations under federal and state laws regarding equal employment opportunity. Any alleged violation of this section is non-grievable and nonarbitrable, and may be remedied through any judicial or administrative proceedings otherwise provided by law.

**Section 3.1A Freedom From Harassment and Hostile Work Environment**

Consistent with applicable law, the Board and the Union agree that all support staff employees are entitled to a non-hostile work environment where they shall be free from unlawful harassment based upon characteristics protected by law or their association with their lawful activities with any organization.

If the employee chooses to utilize other judicial or administrative forums, their right to pursue a grievance under this contract is waived.

An employee may choose to reference Prairie State College Policy G-35 - *Grievances/Complaints by College Employees*, as attached as Appendix I of this contract.

### **Section 3.2 Union Mailbox and Use of College Mail System**

The Union may use the internal mail system of the College to transmit official union business.

### **Section 3.3 Fair Share**

- A. All employees covered by this Agreement (except employees who were not Union members as of July 1, 1985) who are not members of the Union shall, commencing on the effective date of this Agreement and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. Fair share provisions shall apply to all employees who have been union members, but elect to discontinue membership. Deductions for fair share will commence after proper notification of the Board and membership, but will not be retroactive.
- B. Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.
- C. Upon receipt of said affidavit the Board shall cooperate with the Union to ascertain the names of all employee non-members of the

Union from whose earnings the fair share payments shall be deducted and their work locations.

- D. The Union shall prepare a notice containing the fair share fee information specified in section (B) above, and advising that any non-member may object to the amount of the fee by: (1) filing an unfair labor practice charge against the Union with the Illinois Educational Labor Relations Board and serving a copy of the charge on the Union, as provided in the Rules of the Labor Board, or (2) by taking any other action available to them by law.
- E. Upon the Union's receipt of notice of an objector's invocation of any procedure described above, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s). The Union shall furnish objectors and the Board with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.
- The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement, therefore, shall provide that the escrow accounts be interest bearing at the highest possible rate: that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgement including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
- F. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount.

- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this Agreement. It is, therefore, understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Board is necessary, or which requires the expenditure of any costs or fees by the Board, the Board may select counsel of its choosing, and the "cost of defense" includes the Board's reasonable attorney's fees, and the Union shall reimburse same to the Board.
- H. Employees who object to payment of fair share amounts to the Union based on bona fide religious tenets or teachings of a church or religious body of which such employees are members, are not required to make these fair share payments. Instead, such employees will be required to pay an amount equal to their proportionate share, determined under this Agreement, to a non-religious charitable organization mutually agreed upon by the objecting employee and the union. If the employee and the Union are unable to reach an agreement on the matter, the Illinois Educational Labor Relations Board list of charitable organizations to which such payments may be made will be used for the employee to select a charitable organization as recipient of his/her payments.

#### **Section 3.4 Dues Check-off**

Upon receipt of a lawfully written authorization from a bargaining unit member, which may be revoked in writing at any time, the Board agrees to deduct the regular biweekly Union dues of such bargaining unit member from his pay and

remit such deduction no later than seven days following the payroll date to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted by July 30 of each year, with such deductions to be implemented within 30 days thereafter.

### **Section 3.5 Reinstatement of Employees on Dues Check-off**

Whenever bargaining unit members take a leave of absence and are dropped from dues deduction, upon their return to the job, they will be automatically reinstated on dues deduction.

### **Section 3.6 COPE Check-off**

The Board agrees to deduct from the wages of any bargaining unit member who belongs to the Union, a COPE deduction as provided for in a written authorization (Appendix L). Such deductions may be revoked by the bargaining unit member at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each bargaining unit member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **Section 3.7 Board Meetings**

The agenda packet and the minutes of any Board meeting will be distributed to the Union President from the Office of the College President, and the Union shall be accorded the same right as any Prairie State College organization to attend Board meetings and address the Board of Trustees.

### **Section 3.8 Meetings with the President**

At the request of either party, the President or his designee and the Union President or his designee shall meet to discuss matters relating to this Agreement.

**Section 3.9 Union Meetings**

On 48 hours' notice to the President, or designee, the Union shall have the right to schedule Union meetings after 4:30 p.m., not to exceed twice a semester, in such facilities of the College as approved by the President. The President may reject such a meeting should it conflict with a scheduled activity or program of the College.

**Section 3.10 Labor Management and Safety Meetings**

Representatives of the Union, not to exceed three (3) in number, and of the Administration, shall meet semi-annually at mutually agreed upon times, to discuss matters of mutual concern relating to issues of safety and health.

More frequent meetings may be held upon mutual agreement. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

**Section 3.11 Committee Appointments**

In order to appoint an appropriate number of support staff employees to yearly College committees, the President of the Union shall, upon request from the Board or their designee, forward a list of volunteers to serve on each standing committee. The number of appointees on each committee may vary in number yearly, but for the Insurance Committee, the number shall be proportionate to the size of the represented group.

**Section 3.12 Information to the Union**

Upon written request, the Board shall make available to the Union any records, reports, and other written documents which are relevant to the enforcement of this Agreement. Any such information which is not immediately available, may be provided on a fee basis. A Union representative will meet with a Vice President, as designated by the President, or designee, to arrive at a mutually agreeable fee.

**Section 3.13 Union Exclusivity**

The Board shall not negotiate with any other employee organization of bargaining unit members or its representatives on matters pertaining to hours, wages and working conditions. Nor shall the Board negotiate with individual bargaining unit members over their wages, hours and working conditions except as provided herein. Any alleged violation of this section may be remedied by the filing of either a grievance or an unfair labor practice, but not both, it being the express intent of the parties that there be no duplication of remedies.

**Section 3.14 Use of Facilities and Equipment**

Upon prior approval of the administration, the Union may use facilities and equipment of the College where such use does not interfere with the operation of the College. Where actual costs are incurred by the College on account of such Union usage, those costs may be charged to the Union.

**Section 3.15 Public Records**

Upon written request from the Union, the Board shall make available to the Union any existing public records which would otherwise be disclosable to the Union pursuant to the Freedom of Information Act.

**Section 3.16 Polygraph Examination**

No bargaining unit member shall be required to take a polygraph examination as a condition of retaining employment with the Board, nor shall any bargaining unit member be subject to discipline for refusing to take a polygraph examination.

**Section 3.17 Use of Security Cameras**

Prairie State College has installed numerous security cameras for the safety and welfare of the staff and students. The videos generated from the cameras will be used as a surveillance tool to deter criminal activity and to protect the campus. In cases of employee discipline and/or dismissal, the videos

generated may be used only as supporting evidence. The Union President and/or Grievance Chair(s) may request to view designated videos and/or view security monitors.

### **Section 3.18 Union Storage Space**

The Union will be provided accessible locked storage space on campus for storage of union records and files.

### **Section 3.19 Release Time**

- A. The Board shall grant up to a combined total of six (6) hours per week of release time with pay for union officers to perform necessary duties. The release time will be divided between the Union President, Grievance Chairperson(s), or other designee(s), for the purpose of conducting the affairs of the Union. If additional release time is needed in excess of six (6) hours per week, the union officer(s) must request additional time, in writing, to his/her immediate supervisor with a copy to the area Vice President. The Union will provide five (5) days notice to the College.

### **Section 3.20 Annual Convention Leave**

The Board or its designee agree that up to two (2) members of the Union who have been elected as official Local 1600 delegates to conferences or conventions of the American Federation of Teachers shall be granted paid leave to attend such conferences and/or conventions.

The Board or its designee agree that up to two (2) members of the Union who have been elected as official Local 1600 delegates to conferences or conventions of the Illinois Federation of Teachers shall be granted paid leave to attend such conferences and/or conventions.

The Board and the Union agree that the maximum number of work days with pay granted to the Union under this provision shall be ten (10) per year, and no more.

**ARTICLE IV - MANAGEMENT RIGHTS AND NO STRIKE PROVISION**

A. Board Rights

The Board retains and reserves the ultimate responsibility for proper management of Community College District 515 as conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- 1) To maintain executive management and administrative control of the District and its properties and facilities, and the activities of its employees as related to the conduct of College affairs.
- 2) To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- 3) To delegate authority through recognized administrative channels for the development and organization for the means and methods of operations.
- 4) To determine schedules, the hours of operation, and the duties, responsibilities and assignments of employees with respect thereto.
- 5) The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

B. No Strike

The Union, agrees for itself and on behalf of each individual member of the bargaining unit that during the term of this Agreement neither the

Union nor any individual member of the bargaining unit will withhold services in any way at any time, nor will they engage in such concerted action as strike, slow-down, mass sick call, and shall not honor or refuse to cross any picket line, whether related to primary or secondary activity; nor will they impose any duty or obligation upon any member of the bargaining unit to conduct, assist or participate in such withholding of services, strikes, slow-down or mass sick call.

## **ARTICLE V - HOURS OF WORK**

### **Section 5.1 Work Week**

- A. The regular work week shall consist of forty (40) hours exclusive of lunch periods of one-half hour in duration and inclusive of two (2) fifteen (15) minute rest periods. Lunch periods are required in any workday that exceeds six (6) hours except for those whose work requires that lunch be part of the workday. Employees whose positions require them to work for six (6) hours continuously with children, shall be allowed a fifteen (15) minute rest period within their hours of work. Lunch and rest periods are assigned by the area supervisor and unit members may request that the break periods be added to the lunch period. Employees may be required to work in excess of a forty (40) hour week are subject to the overtime provisions below.
- B. Regular part-time employees shall have their work week and hours assigned by the area supervisor in accordance with the provisions of this article.
- C. Work schedule options, for summer, such as flex time, shall be determined by the Board no later than the December Board meeting of the previous year.

### **Section 5.2 Emergency Closings**

- A. In the event the College is closed on an emergency basis, the employee shall suffer no loss of pay.

- B. If the College is open but the employee is unable to report to work, the employee may use any accrued leave or Comp Time available or receive a corresponding reduction in pay if no accrued time is available.
- C. If emergency closings occur prior to the start of the regularly scheduled workday, notice of such closing will be provided to local radio stations in the community for broadcast. It is understood that the College has no control over whether or not the local radio stations in fact broadcast such notice.
- D. If an emergency closing necessitates the interruption of the regularly scheduled workday, every effort will be made to notify bargaining unit members of on-campus and off-campus sites through normal methods of communication.

### **Section 5.3 Child Care Center**

The Administration will develop an annual calendar for the Child Care Center employees consistent with the operating needs of the College.

## **ARTICLE VI - OVERTIME/COMPENSATORY TIME**

### **Section 6.1 Overtime**

- A. Work in excess of the regularly scheduled work week (for Monday-Friday employees, this would include Saturdays, Sundays and holidays, not regularly scheduled), shall be considered overtime and paid at the rate stated in paragraph C. For those whose work week is other than Monday-Friday, the sixth and seventh days shall be adjusted in light of their regular weekly schedule. Overtime must be authorized by the supervisor in advance.
- B. Limited duration work in excess of the regular work week (e.g., registration activities, surveys, etc.), outside of the bargaining unit member's classification, shall be paid at one and one-half times a rate determined by the Office of Human Resources. The Union will be notified in advance of posting said opportunities.

- C. Overtime for hours worked in excess of the regularly scheduled work week shall be paid at the rate of one and one-half hours for each hour worked. Non-regularly scheduled Sundays (seventh day) and the days the College is closed between Christmas and New Year's Eve day, will be paid double time. Holidays will be paid at triple time rates.
- D. A minimum of three (3) hours at the overtime rate shall be paid to the bargaining unit member requested to work for emergency duty.
- E. A bargaining unit member requested to work on a holiday should be paid for no less than four hours of work.

### **Section 6.2 Compensatory Time**

A bargaining unit member may request compensatory time, in lieu of overtime, at the rate of one and one-half hours for each hour worked, to a maximum of 26 base hours (39 compensatory hours) per semester (8 base hours/12 compensatory hours summer session) and must be used during the semester/session in which compensatory hours are earned and/or within 30 days following the end of the semester/session. Compensatory hours not taken in the allotted time will convert to overtime and be paid as stated in C above. Compensatory time must be authorized in advance by the supervisor.

### **Section 6.3 Compensation for Additional Work**

When an employee is assigned by his/her supervisor to complete the work of another employee on an emergency basis (i.e., filling in for the work of an open position on a temporary basis or filling in for an employee on a leave of absence) after a period of more than ten (10) days, the employee will begin to receive his/her overtime rate for the work, or the average of the new-hire posting rate for the position, whichever is higher, for a designated number of hours determined by his/her supervisor. If the employee gets the work done in fewer hours or during the course of a normal work day, then he/she will still receive the additional compensation. Approved timesheets must be submitted

on a bi-weekly basis within a maximum 30-day period from the time work was performed.

If multiple members of the department are assigned to do the work of an unfilled position and this extra work requires that they must work beyond their regular work hours, normal overtime policies will apply.

## **ARTICLE VII - BENEFITS**

### **Section 7.1 Life Insurance**

- A. The Board will provide each bargaining unit member covered by this Agreement a life insurance policy of \$25,000. Life insurance benefits for regular part-time bargaining unit members will be prorated.
- B. Additional optional life insurance for self, spouse, and/or children may be purchased by the employee so long as the College participates with a life insurance company underwriting the optional coverage. The cost shall be borne by the employee, and participation in additional optional coverage is subject to the approval of the insurance company.
- C. If available, optional life insurance coverage may be purchased at the time of employment, or once annually thereafter.
- D. All insurance coverages effective as of the first day of employment at the College, with the approval of the carrier.
- E. Long-term disability insurance shall be provided for the duration of this Agreement at no cost to the employee. Benefits under this policy are to be coordinated with any disability benefits the employee receives from SURS. An employee's eligibility for long-term disability benefits, and the amount thereof, if any, shall be determined by the terms of said policy.

### **Section 7.2 Health Insurance**

- A. The group insurance program in effect on the date this Agreement is executed, shall be provided for all full-time bargaining unit members covered by this Agreement. The Board will pay 77% of the cost of the College group insurance program for any full-time bargaining unit members covered by this Agreement who have elected family coverage and 95% of the cost of the employee coverage where applicable.
- B. The Board retains the right to change insurance carriers as long as the basic coverage remains substantially the same or better.
- C. All insurance coverage is effective the first day of eligible employment at the College.
- D. Health insurance premiums for regular part-time bargaining unit members will be prorated.

#### **Section 7.25 IRS Section 125**

An IRS Section 125 salary reduction program shall be made available to all bargaining unit employees for insurance premiums and eligible non-reimbursed medical expenses.

#### **Section 7.3 Sick Leave Bank**

- A. The Executive Board of the Union shall establish the basic rules and regulations of the Sick Leave Bank. The Sick Leave By-Laws shall be found in Appendix F in this Agreement. Employees who participate in the Sick Leave Bank and who have complaints regarding decision(s) of the Sick Leave Bank Committee shall bring those complaints directly to the Committee.
- B. The Union shall absolve and hold harmless, in all respects, Prairie State College and its administration regarding the implementation of the Sick Leave Bank provisions.
- C. At the beginning of each fiscal year, each employee desiring membership in the sick leave bank (Appendix G) shall contribute one sick leave day of their accumulated allowance to a common

bank to be administered by the Union. Employees who are members of the sick leave bank, who have exhausted their accumulated sick leave, personal days, and vacation days, and who have been absent five additional days without pay, may make reasonable withdrawals as determined by the Union from the sick leave bank, provided that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits.

- D. Determination of participation, discontinuance of participation and particulars with regard to the withdrawal of days shall be furnished to the Human Resources Department in the appropriate year. When a participant requests (Appendix H) and is approved for sick leave benefits by the Committee, the Committee shall forward the name and all other appropriate information to the Human Resources Department.
- E. Sick Leave Bank utilization shall be limited to no more than twenty-five (25) days per rolling year.
- F. Any retiring employee may contribute five (5) days of accumulated sick leave time to the Sick Leave Bank.
- G. The days remaining in the bank at the end of each fiscal year will not be returned to contributing employees, but will be carried over. An employee whose withdrawal from the sick leave bank is approved by the Union will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the Union's decision to terminate such withdrawals.
- H. If at any time during the year the sick leave bank is exhausted, the Union can contact the bank's membership for one additional voluntary contribution of one day each.

#### **Section 7.4 Credit Union**

Bargaining unit members who wish to participate in either the Bloom Township High School or the Local 1600, "College and University Credit Union" shall be allowed to do so through payroll deductions.

**Section 7.5 Pay Period**

Bargaining unit members covered by this Agreement who are hired to work twelve months shall be paid on a biweekly basis, thus receiving 26 pays over the year.

All members will participate in one of the following:

- Electronic paycheck deposit at the financial institution of his/her choice; or
- Electronic posting of net pay to a debit card.

**Section 7.6 Pension Plan Pick-Up**

The Board shall continue to pay the bargaining unit member's 8% tax sheltered contribution to the State Universities Retirement System (SURS) out of the bargaining unit member's salary as set forth herein.

**Section 7.7 Retirement**

- A. Eligibility - This program shall be open to all bargaining unit employees who are at least 55 years of age or have attained 30 years of service on July 1 of the year of retirement. To be eligible, bargaining unit employees must have been employed by the College for the preceding ten (10) years.
- B. Application - Application for participation in the program shall be submitted, in writing, to the Office of Human Resources by the employee by March 31 preceding the college fiscal year in which the retirement shall begin. The official letter of notification shall be irrevocable unless life altering events (death of spouse, divorce, or severe financial change) affect the employee. In this case, timely notification to the College is expected, in writing, from the employee.
- C. Retirees are expected to join the Illinois College Insurance Program (CIP), or any other coverage of their own choice.
- D. Compensation - Retirees will receive a one-time lump sum payment of \$3,500 at the time of retirement, subject to the ten (10)

year provision noted in A above. Similarly long-term part-time employees who elect to retire, will receive a prorated portion of this lump sum per definition of proration. This distribution will occur after the last official check from the College has been issued.

### **Section 7.8 Tuition Waiver**

- A. Bargaining unit members shall be able to register for up to six (6) credit hours per term on a tuition waiver basis provided the following occur:
- 1) The employee has been employed at least six months at the time of application for tuition reimbursement/waiver and is an active employee at the completion of the course.
  - 2) Time spent during the regular workday in courses which the employer requests the bargaining unit member to take shall not be made up, except for courses required as a condition of employment, or placement, and within six months of employment or placement.
  - 3) On or before the earlier of the payment date or the first day of class(es), the employee must complete a tuition waiver request and submit same to the Admissions Office. If a grade (A, B, or C) is not listed on the instructor's final grade sheet by the time of submission, tuition and fees payment will be recovered through payroll deductions spread over the next four (4) checks. Payroll deductions will also be made for an Incomplete (I). Incompletes which convert to a passing grade (A, B or C), will be eligible for reimbursement if completed within the immediate semester following the term (not to include summer) in which the Incomplete was received. Such requests for reimbursement shall be made within thirty (30) days of the end of the term in which the grade is recorded. Bargaining unit members who leave College employment

prior to the end of the course(s) will have tuition and fees for said course(s) deducted from their final paycheck.

- 4) The employee receives no financial aid or reimbursement from other sources for the cost of tuition and fees for which reimbursement/waiver will be sought from the College.
  - 5) Employees may schedule one class during the regular workday upon prior administrative approval, provided that the time lost is made up during that work week.
  - 6) Courses eligible for this waiver are credit courses taken at Prairie State College.
- B. Employee's immediate family members (spouse and dependent children) are eligible for a 50% waiver of tuition, internet course and lab fees. Lab fees not covered are fees that include books and/or hard materials issued in the course. Service/usage fees (which include private music lessons) will not be covered under the tuition waiver for either the employee or immediate family members. This provision is subject to the conditions in A1, A3, A4 and A6.

### **Section 7.9 Stipends for Degrees**

The Board agrees to pay a one-time monetary stipend for unit members who complete degrees while employed, based on the following schedule: Associate's degree = \$250; Bachelor's degree = \$500; Master's degree = \$750.

### **Section 7.10 Professional Development and Training**

- A. The Board and the Support Staff Federation recognize the need for training and development of support staff employees in order that services are efficiently and effectively provided. The Board and the Union recognize the desirability of providing opportunities for employees to develop their skills and abilities for reasons of career advancement. In recognition of such principle, the Board shall endeavor to provide support staff employees with reasonable orientation and training required to fulfill the responsibilities of their job.

- B. The Board will budget \$25,000 per fiscal year for professional development and training or for junior, senior, or graduate courses at a four-year college or university. Employees will be eligible for up to six (6) semester hours (limit \$200 per credit hour). Before registering for classes, the employee will submit the Non-PSC Tuition Reimbursement Form (Appendix E) to the Office of Human Resources.
- C. Approved courses must be in one or more of the following categories and approved by the supervisor:
- Programs which contribute to professional development
  - Programs which provide job-related information
  - Programs which develop job-related skills
  - Courses in an accredited degree program
- Employees who meet the above qualifications will be eligible for reimbursement on a first-come, first-served basis. He/she will be reimbursed after submitting proof of a satisfactory grade of C or above. Classes which are not taken for credit are not eligible for reimbursement. Employees may be reimbursed up to a maximum of \$3,600 per fiscal year.

### **ARTICLE VIII - HOLIDAYS**

- A. The following are designated as regular paid holidays:

Spring Break Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving	Floating Holiday

In addition to the above, the following will also be considered paid school closure days, December 26 - 30. The total number of paid non-work days inclusive of Christmas Eve, Christmas, New Year's Eve and New Year's Day shall not exceed (7) seven. One additional floating holiday will be granted that must be used within the fiscal year and may be taken at the employee's option, with prior supervisor's approval. This day may not be used to extend either the Thanksgiving or Christmas holidays.

- B. During the Spring and Fall semesters, if any holiday occurs on Saturday, the Friday preceding will be observed. If any holiday occurs on Sunday, the Monday following will be observed.
- C. Religious holidays not listed above may be taken as personal or vacation leave.
- D. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while a bargaining unit member is on paid leave of absence shall not be counted against his sick leave.
- E. In the event that Independence Day falls on Saturday or Sunday a floating holiday will be granted.
- F. Regular paid holidays or floating holidays for regular part-time employees will be prorated. This time will be used as floating holiday time within the fiscal year in which it occurs, and will be taken with approval of the supervisor.

#### **ARTICLE IX - VACATION**

- A. Vacation leave for regular full-time employees shall be earned and accrues at the rates indicated below for each month worked during the first eleven (11) full years of employment to a maximum of one hundred sixty (160) hours earned paid vacation. Vacation is earned and accrues as follows:

Regular Full-Time Employees

<u>Years of Service</u>	<u>Monthly Rate</u>	<u>Earned Annual Vacation Hours/Days</u>
1	6.666 hrs per mo.	80/10
2	7.333	88/11
3	8.000	96/12
4	8.666	104/13
5	9.333	112/14
6	10.000	120/15
7	10.666	128/16
8	11.333	136/17
9	12.000	144/18
10	12.666	152/19
11	13.333	160/20

B. Regular part-time employees shall participate in the above vacation schedule on a prorated basis.

- 1) New employees are eligible for 40 hours (five days) vacation upon completion of six (6) months service. No vacation is granted until completion of six (6) months continuous service.
- 2) Earned or awarded vacation is to be taken in hourly increments with a minimum of one 2-hour increment. A maximum of eighty (80) vacation hours (10 days) may be carried over from one fiscal year to the next upon administrative approval. Two hundred (200) hours/twenty-five (25) days is the maximum amount of vacation an employee can take in any fiscal year.
- 3) Under ordinary circumstances, requests to use earned/awarded vacation hours should be made as early as possible and must receive prior approval.

Requests to use 32 or more earned/awarded vacation hours (4 days) must be submitted to the administrator for approval two (2)

weeks prior to the start of the vacation period, and approved by the Human Resources Office. The immediate supervisor, within three (3) workdays, shall notify the bargaining unit member of approval or denial. In the event more than one bargaining unit member requests vacation for the same vacation period, seniority shall prevail unless departmental needs require that the request be denied.

- 4) Upon retirement, layoff, or separation from service, an employee shall receive payment for all earned, unused vacation, at the regular rate of pay. Payments shall be made on regularly established pay periods.
- 5) Holidays shall not be charged as vacation hours when they occur during vacation periods.

C. All bargaining unit members may use their fiscal year's vacation days through July 31 of the subsequent fiscal year. These will be available as long as the member officially requests the time in writing, receives supervisor approval, and files same with the Human Resources Office by the end of business on the second-to-last business day of June. Once granted, these days will not be re-credited to the member's account.

## **ARTICLE X - LEAVES OF ABSENCE**

### **Section 10.1 Seniority**

A bargaining unit member on an approved leave of absence of twelve (12) weeks or less, shall accrue seniority. However, in those cases where the approved leave exceeds twelve (12) weeks, while seniority does not accrue during any of the leave time in excess of twelve (12) weeks, there shall be no loss of seniority in such instance.

### **Section 10.2 Insurance Coverage**

A bargaining unit member on an approved leave of absence may remain covered by his/her insurance at employee cost.

### **Section 10.3 Personal Leave Days**

- A. Full-time bargaining unit members will receive two (2) paid personal leave days per fiscal year. Requests for use of personal leave days will be submitted to the supervisor with as much advance notice as possible.
- B. Regular part-time bargaining unit members will receive personal leave on a prorated basis.
- C. Unused personal leave shall apply to sick leave.

### **Section 10.4 Sick Leave**

- A. Sick leave for regular full-time employees is earned and accrues at the rate of 8 hours (1 day) per month for each month worked, to

a maximum accumulation of 1,536 hours (192 days). Sick leave is to be taken in a minimum of one-hour increments with 15-minute increments being permitted after the first hour. Upon managerial approval, sick leave increments used that consist of less than one hour may be made up within a one-week period.

- B. Regular part-time employees shall earn and accrue sick leave on a prorated basis.
- C. Sick leave shall be defined as personal illness or disability, hospitalization, doctor's appointments, quarantine of the employee, or illness of someone in the employee's immediate family. The immediate family is defined as husband, wife, domestic partner, children, grandchildren, parents, grandparents, brothers, sisters, or in-laws of the employee.
- D. The bargaining unit member or his representative shall notify his immediate supervisor as early as possible but no later than 24 hours from the first date of absence. Failure to notify your immediate supervisor within 24 hours of your absence due to illness may result in disciplinary action.
- E. Upon retirement, an employee may apply the maximum number of sick days as mandated by SURS.
- F. After 24 or more consecutive hours (3 days) off due to an illness, a verification documenting illness, from a licensed physician may be requested by the immediate supervisor. In such case, the

verification shall be submitted to the supervisor upon return to work.

- G. After an employee is out for two (2) or more weeks, the supervisor and/or the Executive Director of Human Resources may demand a medical statement indicating prognosis of the illness and an estimate of when the employee may be able to return to work.

### **Section 10.5 Bereavement**

Each bargaining unit member shall be allowed up to five (5) days Leave of Absence (excluding holidays and weekends) with pay for each bereavement. Bereavements shall cover someone in the employee's immediate family. For the purpose of this leave, immediate family is defined as husband, wife, domestic partner, children, grandchildren, parents, grandparents, brothers, sisters or in-laws of the employee. In the event this leave needs to be extended, an employee may elect to use unused vacation, sick, personal or floating holiday leave time for this purpose. If an employee requires additional bereavement time, the unpaid leave shall be approved by the Board or its designee.

### **Section 10.6 Jury Duty**

Employees that are summoned to court to perform jury duty shall suffer no loss of pay provided that the immediate supervisor is notified at least five working days in advance of the official summons.

**Section 10.7 FMLA Leave of Absence**

- A. The Family Medical Leave Act (FMLA) allows employees up to twelve (12) weeks of leave without pay to attend to personal/family medical or child rearing/maturing purposes.
- B. For the purposes of this leave, domestic partners will be considered part of the immediate family.
- C. An employee shall apply in writing to the Board or designee at least 60 days or more prior to the proposed commencement date of the leave. When prior notice is not possible, the notice requirement may be waived upon written request.
- D. Said leave of absence shall be granted for a period not to exceed twelve (12) weeks to bear a child, or to rear a child, under the age of five (5) years who is the applicant's child by birth, adoption, or for whom legal guardianship has been assumed. A medical certification (Form WH-380) must be completed and signed by a physician to confirm eligibility and must be received by the Department of Human Resources before a leave is granted.
- E. Employees who have accumulated sick leave, vacation, and/or personal days available will be paid during their FMLA leave until such days are exhausted. Once any leave goes into its first day of unpaid time, the balance of the leave shall remain unpaid, unless sick leave bank days are awarded. In that case, the sick leave bank days will be exhausted, and any remaining leave time will be unpaid.

- F. The Board will provide medical insurance coverage in accordance with Section 6.2 for bargaining unit members for the duration of the approved FMLA leave, even if the accumulated sick, vacation and personal time have been exhausted.
- G. The employee shall make his/her intention to return to work known to the administration in writing at least thirty (30) days before the termination of such leave, when possible. Employees returning from FMLA leave of twelve (12) weeks or less, shall be assigned to their original positions, unless the original position no longer exists.
- H. Further information about the Act may be obtained by interested staff members from the Department of Labor's website at [www.dol.gov/esa/fmla.html](http://www.dol.gov/esa/fmla.html).
- I. For FMLA purposes, the leave year shall be defined as a rolling year beginning with the first day of the FMLA leave.

### **Section 10.8 Disability/Medical Leave**

Except in Worker's Compensation cases (wherein payment from the College shall be reduced by the amount received under the Worker's Compensation Act), a bargaining unit member who is ill or disabled and who has exhausted all accumulated leave time (including FMLA) shall be eligible, upon written verification from their doctor and as confirmed by a doctor of the Board's choosing and at the Board's expense, for Disability/Medical leave. While on Disability/Medical leave Sections 9.1, 9.2, and 9.3 of Article IX - Leaves of Absence shall apply. Disability/Medical leave will apply solely

at the discretion of the Board for up to a six (6) month period and is contingent upon the bargaining unit member being physically unable to resume the position.

- A. Upon request, the Board, at its sole discretion, may grant an extension of time, not to exceed an additional six (6) months, contingent upon the bargaining unit member being physically unable to resume the position as documented by his physician completing the Form WH-380.
- B. Ability to return to work must also be confirmed by both the employee's doctor and a doctor of the Board's choosing. If the doctors do not agree, the Board and the Union shall appoint an additional doctor to settle the dispute.
- C. An employee unable to return by the end of his Disability/Medical leave shall be considered terminated from employment. If, within one year, the employee is able to return to work and notifies the College of his/her status, the provisions of Article XII , Section 17.2 shall apply.
- D. A bargaining unit member on an approved Disability/Medical leave may continue (at employee's cost) medical insurance coverage through the College plan(s) for the period of the leave.
- E. Although the Disability/Medical leave may be initially approved by the Board, the College does not guarantee and is not responsible for placing the person back into their original position or at any position that may be available beyond the twelve (12) week limit of the FMLA leave.

**Section 10.9 Military Leave****Regular and Reserve Forces**

The College shall follow all applicable state and federal laws pertaining to military leave.

**Section 10.10 Leave Without Pay**

On an emergency basis, an employee or his/her representative may request Leave Without Pay. The employee shall provide as much notice as possible when requesting this leave. Upon written approval of the employee's supervisor and Vice President, the leave shall be granted. This leave shall not exceed ten (10) working days and may not extend a Family and Medical Leave (FMLA) of absence. This leave can only be used when all other leave is exhausted and may only be taken once per calendar year.

**ARTICLE XI - WORKING CONDITIONS****Section 11.1 Office Automation and Reorganization**

- A. The Union shall be kept informed in writing of any employer programs of reorganization and/or automation. The written notice will set forth the nature of the intended changes.
- Any alleged violation of this provision shall not operate to defeat the reorganization, automation, or change in operations.
- B. The Employer agrees to meet with Union representatives to set up an orientation period for using the new technology. Upon completion of the orientation period, wage rates and job classification changes, if any, will be retroactive to the initial date of implementation.

- C. When changes in operations due to technological innovations occur, the Employer shall give first consideration to the utilization of affected bargaining unit members in the changed operations. If the affected bargaining unit members do not possess the requisite skills or knowledge to perform the required work in the new operation, the Employer shall provide the necessary training. However, the employer's determination of qualifications, fitness for the new operation, and level and amount of training shall be final.
- D. If the job of any bargaining unit member is eliminated because of the implementation of new technological innovations, the Employer shall in the following order of priority: 1) place the bargaining unit member in a position comparable in level to his/her original position if available, and if qualified for the position, as determined by the administration; 2) place the employee in a lower level position for which he/she is qualified as determined by the administration and if a position is available and shall retain his/her existing rate of compensation; 3) follow the procedure under Article XVIII, Reduction-In-Force.

### **Section 11.2 Health and Safety**

- A. The employer will endeavor to provide safe and healthful working conditions.
- B. No bargaining unit member shall be discharged for refusal to perform work which is a hazard to his/her health or safety or that of other

bargaining unit members. The bargaining unit member bears the burden of proving that the condition is actually hazardous.

- C. Bargaining unit members who are required to obtain specific garments as either protective garments or identifiable garments as a condition of employment, shall be provided the same at no cost.
- D. The College and the Union recognize the need to furnish appropriate equipment and materials to enhance the effectiveness of the workplace and the efficiency and productivity of College employees. In recognition of this, the College agrees to honor accepted ergonomic and safety standards when new acquisitions of furniture and applicable computer equipment are made.

## **ARTICLE XII - NEW CLASSIFICATIONS**

### **Section 12.1 Classifying**

- A. Prior to Board action on adding a new classification or changing the existing classifications, the administration shall notify the Union. In the event of any dispute over whether or not any new or modified classification constitutes a bargaining unit position, such a dispute may be resolved pursuant to the terms and provisions of the Illinois Educational Labor Relations Act on Bargaining Unit Modification and Clarification.
- B. Upon installation of the new classification, the filling of such classification shall be in accordance with vacancy and hiring procedures of this Agreement.

**ARTICLE XIII - VACANCIES**

- A. Prior to posting any vacancy, the College shall consider laid off employees in accordance with Section 18.2 of this Agreement.
- B. Whenever there is a vacancy, the administration shall publicize such vacancy within ten (10) working days of the decision to fill the vacancy by posting a notice of such vacancy in a locked bulletin board in front of the Department of Human Resources and by providing the President of the Union with such notice. The notice shall include the minimum qualifications of the vacancy and a non-binding job description. Vacancies will be advertised internally and externally consistent with EEO/AA regulations. No vacancy shall be filled on a permanent basis until the notice of vacancy has been posted internally for five (5) workdays. However, the administration shall have the ability to fill the vacant position on an emergency basis until such time as a qualified candidate, as determined by the administration, is selected.
- C. Any applicant holding a position that is considered a part of the bargaining unit shall be considered an internal candidate. Each such candidate who meets minimum job qualifications shall be afforded an interview with the screening committee in their recommendation of qualified candidates for an open position. In cases where the finalist candidates are internal and each candidate is equally qualified, as determined by the administration, the internal candidate with the greater seniority on the College support staff shall receive priority in being offered the position. In cases where an external candidate and an internal candidate are equally qualified, as

determined by the administration, the internal candidate shall receive priority in being offered the position. "Qualifications" as determined by the administration in this provision are not limited to minimum qualifications but include other factors such as but not limited to, job performance, experience, and interview performance. The standard of review and any dispute regarding the administration's selection of a candidate shall be whether or not the administration's determination of qualifications was arbitrary and capricious.

- D. Internal candidates will not be restricted in the number of positions they may apply for within any given period of time.
- E. Any bargaining unit position that is deemed necessary to the operation of the College, may be filled by a temporary hourly employee for a period not to exceed ninety (90) calendar days, with an extension of time as mutually agreed upon between the Administration and the Union.

### **Section 13.1 Procedures**

- A. Once an internal candidate has been tested, the highest score from all tests that are less than one year old, will be kept on record with the Department of Human Resources. In applying for other vacancies, the bargaining unit member will have the option to use said results if the previous test was administered by the Department of Human Resources and is no more than one year old or have a single retake of the tests. If the bargaining unit member opts to retake the tests, the highest current

score(s) (from tests that are less than one year old) will be applied toward meeting the vacancy.

- B. An employee who applies for and is selected for a vacancy who was already a bargaining unit member and working in the same position level as the vacancy, may be permitted by the Board to make a lateral move to the vacant position. If management approves the lateral move, the employee's salary shall remain the same.

### **Section 13.2 Internal Hiring Policy**

When a current Prairie State College employee applies for a posted position within the College that is not related to his/her current position, the compensation offered to all candidates, internal or external, would be consistent with the posted salary range. Administration will determine the starting salary within that range based on the candidate's qualifications.

This will generally be limited to the first quartile of the salary range for the new position. The employee's current salary will not influence the salary received in the position.

### **ARTICLE XIV - HIRING**

- A. The College shall notify the Union within ten (10) working days of the hiring of an employee covered by this Agreement. The new bargaining unit member's name, hire date, job title, range, rate of pay and work schedule shall be provided in this notice to the Union.

- B. Sufficient copies of this Agreement shall be reproduced so that one copy shall be provided to each bargaining unit member. Each new bargaining unit member shall be given a copy of this Agreement. The cost of the initial production of the Agreement, and provision of new Agreements to new bargaining unit members shall be divided equally between the Union and the Board. All other information pertaining to employment conditions such as Board Policies and Procedures, insurance booklets, pension booklets and job descriptions shall be available for inspection by any bargaining unit member at the Department of Human Resources.
- 1) New bargaining unit members are not eligible to apply for any newly created or vacated positions for a period of ninety (90) working days after employment.
  - 2) All new support staff employees shall be considered probationary employees until they complete a ninety (90) day probationary period.
  - 3) Evaluation of a new bargaining unit member's work performance shall be made using a consistent form by the immediate supervisor between the 70<sup>th</sup> and 90<sup>th</sup> days of employment. The evaluation must be reviewed with the bargaining unit member and submitted to the Department of Human Resources. If the bargaining unit member does not agree with the evaluation, he/she may file a written rebuttal which shall be attached to the evaluation. If, at this time, the employee's work is deemed to be less than satisfactory, said

employment will be terminated. Discharge within the first ninety (90) days shall not be grievable.

4) The administration, if it deems necessary, will provide each new bargaining unit member with what it determines to be appropriate orientation and on-the-job training.

C. In the event of any conflict between the terms of a bargaining unit member's contract of employment and the terms of this Agreement, the latter shall be controlling.

#### **ARTICLE XV - PROMOTIONS**

A. A promotion occurs when a support staff employee moves from one position to another existing or new position at a higher salary range within the same department. A promotion may occur upon the approval of the respective Vice President of the relevant area, and the President.

B. In situations where internal promotions are granted, the position to which one is promoted shall not be posted. Instead, the employee will move into the designated position and shall be granted a salary increase of 10% or be placed at the minimum of the new salary grade, whichever is greater.

#### **ARTICLE XVI - TRANSFERS**

A transfer occurs when a bargaining unit member is moved from one position to another solely by administrative action. An involuntary transfer is defined in C below and occurs when the unit member is transferred to a position that she/he does not find

acceptable. Conversely, a voluntary transfer is one which, when proposed to the bargaining unit member, is found acceptable. Transfers are not to be confused with position changes as a result of posted vacancies (see Article XIII) or promotions (see Article XV).

- A. Whenever a bargaining unit member is transferred from one position to another by administrative decision for a reason other than unsatisfactory work performance, said bargaining unit member shall not be adversely affected in salary or seniority.
- B. Downgrading a bargaining unit position resulting from an administrative decision shall not adversely affect the salary position of the member in the established ranges.
- C. When an employee is given an involuntary transfer, not resulting from a demotion, to a new position with a range that is less than the range of the employee's present grade (e.g., abolition of a job and the consequential reassignment of a position with a lower grade), no immediate salary reduction should occur. If the employee's salary is above the maximum of the lower grade, the following guidelines should apply: Grant no salary increments or general structure increases until the maximum for the new grade equals or exceeds the employee's salary.
- D. Prior to an involuntary transfer, the supervisor shall meet with the bargaining unit member and shall provide reason for the transfer in writing. Any employee being transferred will receive priority consideration for a period of one calendar year for transfer into future bargaining unit vacancies for which the bargaining unit member meets the minimum

qualifications as published for such vacancy, except that this clause shall not affect recall rights Article 18.2.

- E. The compensation of an employee who is transferred to a lower band/level due to unsatisfactory work performance will be arrived at as follows:
1. Divide the employee's current salary by the minimum salary for their current band/level;
  2. Multiply the number determined in Step 1 by the minimum salary for the new lower band/level to derive the new salary amount.  
Example: (Step 1) current salary = \$35,000, current band minimum = \$30,000,  $\$35,000 \div \$30,000 = 1.17$  or 117%; (Step 2) New band minimum =  $\$25,000 \times 117\% =$  new salary of \$29,250.
- F. Any employee who voluntarily applies for an open position under Article XIII-Vacancies, shall not be eligible to apply for the position under any other article of the contract.

#### **ARTICLE XVII - SEVERANCE PAY**

A bargaining unit member who is terminated except either for performance, by retirement, or by voluntary resignation, shall receive severance pay in the total amount of one month's pay for employees with 1 - 10 years of continuous service, or a total amount of two month's pay for employees for more than 10 years continuous service. This distribution will occur after the last official check from the College has been issued.

#### **ARTICLE XVIII - REDUCTION IN FORCE**

**Section 18.1 Layoffs**

A. If it is determined that layoffs are necessary, employees will be laid-off in the following manner:

- 1) Hourly employees within the department affected provided that:
  - a) the bargaining unit member is qualified to do the work of the non-unit member;
  - b) it is physically (e.g., location, time, etc.), possible for the hourly work to be done by the bargaining unit member, and;
  - c) if there are two hourly positions that the bargaining unit member would be qualified to do, that these positions be combined.

This shall not apply to student employees.

In the event any bargaining unit member bumps an hourly position, said employee assumes the status of that position.

- 2) In the event of further layoffs, bargaining unit members shall be laid off from the affected Departmental Seniority List (Appendix D) in accordance with their seniority under the following conditions:
  - a) Seniority comparisons shall be made pursuant to Departmental Seniority Lists by position range established by the Administration and given to the Union at the outset of each fiscal year.
  - b) In the event of a layoff, once the department, range, and job title have been determined, the bargaining unit member with least seniority will be selected.

- c) The person selected may, if deemed qualified by the department's administrator, bump out persons of less seniority in lower level position classifications within the same department.
- 3) In case of layoff, within each Departmental Seniority List by range, the Board may exercise one exemption from seniority layoff, and choose to select the next senior employee indicated on the Departmental Seniority List by range.
- B. Individual insurance coverage for any laid-off bargaining unit member shall continue for thirty (30) days from the beginning of said layoff. Thereafter, the employee shall have retention and/or conversion rights as provided by law, at employee expense.

### **Section 18.2 Recall**

- A. Bargaining unit members who are laid-off shall be placed on a recall list for a period of one (1) year from the effective date of layoff. Such bargaining unit members shall have priority consideration for any opening which becomes available for which the employee meets minimum qualifications established by the administration. If two or more employees on a lay-off list meet minimum qualifications, the administration shall refer to each initial hire date to determine seniority.
- B. If an employee is recalled to a lower rated range, the employee shall have the right to refuse recall without any adverse affect on his/her recall standing.

- C. The Board shall not hire new employees in the bargaining unit positions affected by lay-offs as long as there are bargaining unit members on the recall list who meet minimum qualifications and who have not refused the position in question for one (1) year from the date of layoff. Thereafter, the Board may hire new employees from outside of the bargaining unit.
- D. Employee Recall List Form - If an employee is laid-off, the Department of Human Resources will include a copy of the Employee Recall List Form for completion at the employee's exit interview. This form will remain on file in the Department of Human Resources for a period of one (1) year. This form may be found in Appendix I of this Agreement.

### **Section 18.3 Outsourcing of Work**

The College reserves the right to contract out any work it deems appropriate. Whenever the College determines that it is in the best interest of the College to subcontract out the work of bargaining unit members, the Union will be notified, in writing, ninety (90) days prior to said layoffs. Upon written request to the Union, the Board will enter into negotiations with the Union with respect to the impact upon such affected employees, including their possible reassignment to other available positions in the College and/or their employment by the subcontractor.

### **ARTICLE XIX - SENIORITY**

- A. Seniority for bargaining unit members shall accrue as of the bargaining unit member's date of employment as a bargaining unit member in

continuous service. Continuous service is broken only by one of the following:

- 1) Voluntary resignation.
  - 2) Discharge.
  - 3) Failure of the bargaining unit member to return to work at the expiration date of an approved leave of absence or recall to work after a lay off when a notice of ten (10) or more work days has been delivered to the bargaining unit member by certified or registered mail at the last address filed by the bargaining unit member in the Department of Human Resources.
  - 4) A leave of absence or disability that exceeds six (6) months.
- B. If two or more bargaining unit members have the same seniority date, the date of the bargaining unit member's application shall control; whereby the bargaining unit member with the earlier application date shall be senior.
- C. A seniority list shall be prepared annually by the College and delivered to the Union President no later than July 1st of each fiscal year.
- D. Anyone laid off shall receive priority for a period of one (1) year for any job vacancy for which they are qualified, as determined by the administration, in order of seniority, with the senior qualified bargaining unit member being called back first.

## **ARTICLE XX - POSITION CLASSIFICATIONS**

### **Section 20.1 Job Description**

Position classification is defined as a position title as indicated in Appendix C. Each position classification covered under this contract shall have a written job description. The Department of Human Resources shall give the Union a copy of all updated job descriptions.

### **Section 20.2 Job Classifications**

The Prairie State College Job Classification Structure (Appendix C) covers all staff positions throughout the College. Placement of new positions within the Job Classification Salary Structure will be determined by the hiring manager, area Vice President, and Executive Director of Human Resources and Employee Relations after reviewing the job description and required qualifications.

## **ARTICLE XXI - GRANT FUNDED POSITIONS**

Grant-Funded Employees are defined as persons employed by the College in positions that have been created specifically per the terms of a grant and with at least fifty percent (50%) of the position's compensation package being paid by grant funds. The Board and the Union recognize that as a condition of employment, grant-funded employees are hired only for the duration of the grant for which they work. Any and all current grant-funded employees whose employment is specifically related to a current grant as defined above shall become bargaining unit members regardless of the terms and/or monetary amount of the current grant under which they are employed except

when the employment of such an employee meets and/or exceeds the terms identified below for permanent employment.

However, after the effective date of this Supplemental Agreement, a grant-funded employee shall become a bargaining unit member upon his/her three-hundred sixty-sixth (366<sup>th</sup>) day of employment and all provisions of the CBA, shall then apply to him/her. (For example, if this Supplemental Agreement becomes effective on May 29, 2010, the soonest a current grant-funded employee could become a bargaining unit member is May 30, 2011). For purposes of calculating the three-hundred sixty-five (365) consecutive days required to become a bargaining unit member, all time that an employee is out on unpaid leave or workers' compensation shall be excluded from the calculation.

Seniority for grant-funded employees that become bargaining-unit members shall be the first date that the grant-funded employee becomes a bargaining-unit member.

If a former grant-funded employee is re-employed in a grant-funded position within ninety (90) days of termination of employment, the returning grant-funded employee shall be considered a continuous employee and will not be subject to re-starting the requirements to meet the three-hundred sixty-five (365) consecutive days of employment to become a bargaining unit member. They will be credited with all days worked as a grant-funded employee.

If a former grant-funded employee is re-employed more than ninety (90) days after termination of employment, the returning grant-funded employee will need to meet the three-hundred sixty-five (365) consecutive days of employment to become a bargaining unit member upon his/her three-hundred sixty-sixth (366) day of employment. There shall be no bridge of service.

Please refer to full Supplemental Agreement in Appendix J.

### **ARTICLE XXII - RECLASSIFICATION**

- A. An employee may request a position reclassification by completing a Position Description Questionnaire (PDQ) and submitting it to his/her supervisor. The PDQ is to be used to determine if the essential functions of a position have substantially changed (a guideline would be a 30% change). If the duties have not substantially changed, there is no basis for a reclassification or appeal.
- He/she should also forward a copy of the PDQ to the Executive Director of Human Resources and Employee Relation. Within 30 calendar days from receipt of the request, the recommendation will be forwarded to Cabinet. A supervisor may also request a reclassification for an employee. In which case, proceed to item D.
- B. If the supervisor agrees that the job has changed enough to warrant consideration for reclassification, the Executive Director of Human Resources and Employee Relations will review the request and make a

recommendation to the Cabinet to either approve or reject the reclassification request.

- C. If the supervisor does not agree that the position changes are sufficient to warrant reclassification, he/she will discuss the rationale with the Executive Director of Human Resources and Employee Relations, who will then decide either to reject the request for reclassification, or to take it to the Cabinet for further consideration.
- D. If the Executive Director of Human Resources and Employee Relations rejects the request for reclassification (item C), the employee may appeal that decision by completing a Reclassification Appeal Packet and submitting it to his/her Vice President. Upon receipt of the Reclassification Appeal Packet, the Vice President will schedule a meeting within 30 calendar days with the employee, his/her supervisor, a Union board member, and the Executive Director of Human Resources and Employee Relations to review the reclassification request. If the Vice President determines that the position does not qualify for reclassification, that decision shall be binding and not grievable. If the Vice President determines that the position qualifies for reclassification, it will go to the Cabinet for consideration. The decision of the Cabinet shall be final and non-grievable.

If the Cabinet approves the reclassification, the employee shall move to the new salary grade and receive a salary increase of 5% or be placed at the minimum of the new salary grade, whichever is greater. This change will be effective at the time of approval.

## **ARTICLE XXIII - DISCIPLINE**

### **Section 23.1 Disciplinary Procedure**

Both the Board and the Union encourage supervisors and employees to communicate with one another and to informally resolve any problems that may arise. However, both parties recognize that, from time to time, circumstances may arise which require the dispensation of discipline. Discipline shall be performed in a timely manner. Discipline shall be administered when behavior/conduct interferes with the job performance of self or others, or the overall operation of the College. Certain unacceptable actions which may include, but not be limited to, insubordination, falsification of records, possession of weapons or drugs/alcoholic beverages on College premises, theft, gambling, fighting and sabotage, may be serious enough to warrant immediate suspension for the first offense and possible termination of employment after investigation.

Discipline shall be issued in a private and confidential manner and will be administered as follows:

### **Section 23.2 Oral Warning**

The oral warning shall be delivered to the employee by the immediate supervisor with the Executive Director of Human Resources and Employee Relations present. The supervisor shall present a memorandum documenting the oral warning. The Union shall be notified and shall have a right to be present at the meeting. The employee is responsible for notifying the Union for representation. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof, and a copy shall be placed in the employee's personnel file. Employee refusal

to sign the oral warning shall be noted and shall be placed in the employee's personnel file.

### **Section 23.3 Written Warning and Conference**

The written warning shall be delivered to the employee by the immediate supervisor with the Executive Director of Human Resources and Employee Relations present. The supervisor shall present a memorandum documenting the written warning. The Union shall be notified and shall have a right to be present at the meeting. The employee is responsible for notifying the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he/she will sign a written memorandum stating that he/she has been offered Union representation and has refused it. The memo shall contain a description of the unacceptable performance. The memo shall be given to the employee with copies to the supervisor, the Executive Director of Human Resources and Employee Relations and the employee's personnel file. All persons present shall sign said memorandum. Employee's refusal to sign letter of written warning shall be noted and shall be placed in the employee's personnel file.

### **Section 23.4 Suspension**

A suspension, with or without pay, shall be delivered by the immediate supervisor with the Executive Director of Human Resources and Employee Relations present. Reasons for a suspension will be discussed. The Union shall be notified and shall have a right to be present at the meeting. The employee is responsible for notifying

the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he/she will sign a written memorandum stating that he/she has been offered Union representation and has refused it. At the disciplinary meeting, a written memorandum shall be prepared and given to the employee with copies to the supervisor, the Executive Director of Human Resources and Employee Relations and the employee's personnel file. All persons present shall sign said memorandum. Employee's refusal to sign letter of suspension shall be noted and shall be placed in the employee's personnel file.

### **Section 23.5 Discharge**

Written notification of discharge shall be delivered to the employee by the immediate supervisor with the Executive Director of Human Resources and Employee Relations present. The Union shall be notified and shall have the right to be present at said meeting. The employee is responsible for notifying the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he/she will sign a written memorandum stating that he/she has been offered Union representation and has refused it. The Executive Director of Human Resources and Employee Relations shall be present and a copy of the discharge shall be placed in the employee's personnel file. At the disciplinary meeting, a written letter of discharge shall be prepared and given to the employee with copies to the supervisor, the Executive Director of Human Resources and Employee Relations and the employee's personnel file. All persons present shall sign the letter. Employee's refusal to sign

letter of discharge shall be noted and shall be placed in the employee's personnel file. The administration shall notify the Union if any bargaining unit member is discharged.

### **Section 23.6 Personnel File**

Every employee shall have the right to examine his/her official personnel file upon appointment with the Department of Human Resources. This file shall be the only official file. Such examination shall be exclusive of confidential referral or recommendation-type material which may be in the file from sources other than Prairie State College. The employee may attach rebuttal, clarifying or explanatory materials to any items in his/her file as he/she deems appropriate.

### **Section 23.7 Performance Evaluations**

An employee's performance shall be formally evaluated at least once per year. The purpose of the performance evaluation is to document elements of the position which the employee does well, those which require improvement, and to establish goals and development plans for continued growth. The immediate supervisor shall meet with the employee to discuss the performance evaluation and give the employee an opportunity to ask questions about any issues that may be unclear. After the evaluation discussion has taken place, the supervisor and the employee shall both sign the evaluation and the employee shall be provided with a written copy of the evaluation as well as any relevant supporting documents. An employee's signature indicates only that he/she has read and understood the evaluation, and shall not be interpreted to indicate agreement with the contents. The original of the signed evaluation shall be kept in the employee's official personnel file.

## **ARTICLE XXIV - GRIEVANCE PROCEDURE**

### **Section 24.1 Definition**

Prairie State College and the Prairie State College Federation of Support Staff agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. In the event a grievance may arise between Prairie State College and the Prairie State College Federation of Support Staff, involving the interpretation and application of this Agreement, a grievance procedure is described below for the orderly resolution of such grievances.

A complaint shall first be discussed in a timely manner between the affected bargaining unit member and his/her immediate supervisor with the object of resolving the manner informally. The affected member may ask that a single Union representation be present for the discussion.

**Step 1** All grievances shall be filed at Step 1 within fifteen (15) working days after the Union becomes aware that a grievance exists. The grievance form may be found in Appendix P of this Agreement. A grievance shall first be submitted in writing by the affected bargaining unit member to his/her immediate supervisor. The affected member may ask that a single Union representative be present for the discussion.

Within five (5) working days after said discussion, the supervisor shall give the affected unit member a written response. After the written response is received, the affected employee shall have (10) working days to file a Step 2 grievance.

- Step 2** In the event the grievance has not been resolved in the first step, the Union or the grievant will submit a written statement to the Executive Director of Human Resources and Employee Relations. The second step shall be made within five (5) working days after the receipt of the immediate supervisor's decision. Within five (5) working days of the second step filing, the Executive Director of Human Resources and Employee Relations shall confer with the Union and the grievant in an effort to resolve the grievance. The Executive Director of Human Resources and Employee Relations, shall within five (5) working days following the conference, file his/her written decision with the grievant and the Union.
- Step 3** In the event the grievance has not been resolved in the second step, the Union will submit a written statement to the President. Said statement shall be made within five (5) working days after receipt of the Executive Director of Human Resources and Employee Relations's decision. No later than ten (10) working days after receiving the statement, the President, or his designee, shall schedule a hearing on the grievance. Within ten (10) working days after the hearing the President, or his designee, shall communicate his/her decision in writing.
- Step 4** Within thirty (30) working days after receiving the decision of the President, the Union, at its option, shall submit the grievance to binding

arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

### **Section 24.2 Discharge Grievances**

This section is intended to set up a special procedure for the prompt review and disposition of grievances involving termination of employee(s) who have completed their probationary periods.

Upon determination by the Union that a breach of the contract may have occurred, the grievance procedure will be initiated at the third step. If the grievance is not settled at step 3 and proceeds to step 4, all terms and conditions of step 4 will remain in effect, except that the arbitrator will be requested to issue his/her decision at the end of the hearing or within two weeks of the hearing.

**Section 24.3 Provisions**

- A. No bargaining unit member will be required to meet with any administrator or supervisor at any formal stage of the grievance procedure without a Union representative.
- B. No participant in the grievance procedure shall be financially penalized for such participation. In the event the Union wants participants other than the grievant for a meeting/hearing during work hours, and the administration objects, the meeting/hearing shall be conducted after work hours.
- C. A bargaining unit member who participates in the grievance procedure shall not be subject to disciplinary action in reprisal because of such participation.
- D. The grievant, or his/her representative, will be provided copies of all materials submitted by the Board as evidence in any arbitration of the subject grievance.
- E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- F. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearings, and resolutions at any level. The Union may appeal any decision which would seem to violate any terms of the Agreement.

- G. A grievance may be initiated and /or conducted by:
- 1) a bargaining unit member on his/her behalf;
  - 2) a bargaining unit member accompanied by a Union representative;
  - 3) a Union representative at the bargaining unit member's request;
  - 4) the Union as a sole and exclusive bargaining agent for alleged violation of the union's rights under this contract. A union grievance may be initiated at the Step 2 level.
- H. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant and his/her representative to attend.
- I. All time limits may be extended by mutual agreement between the parties.
- J. A grievance may be withdrawn or settled at any level without precedential effect.

#### **ARTICLE XXV - ENTIRE AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by agreement of the parties from the area of collective bargaining, and the entire understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waive any and every right which might exist under law,

practice, or custom to negotiate any further agreements, items or topics effective for or during the term of this Agreement, regardless of whether or not proposals were made on such issue, topic or item or whether the issue or topic or time was negotiated. Each party expressly acknowledges that the only obligation to bargain during the term of this contract arises should both parties agree to amend, alter or change a specific express provision of this Agreement.

- B. During the term of this Agreement, this contract may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment.

**ARTICLE XXVI - PRECEDENCE OF AGREEMENT**

If there is any direct conflict between the expressed terms of this Agreement and Board rules or its Policies and Procedures Manual, this Agreement shall take precedence.

**ARTICLE XXVII - TERMS OF AGREEMENT**

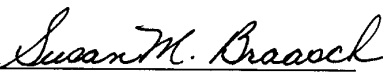
This Agreement shall become effective July 1, 2010 and shall remain in full force and effect until June 30, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands this  
26th day of July, 2010.

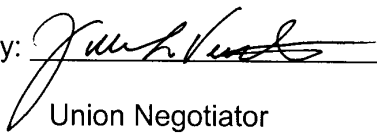
BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 515, COUNTIES  
OF COOK AND WILL, STATE OF  
ILLINOIS

PRAIRIE STATE COLLEGE FEDERATION  
OF SUPPORTIVE STAFF, COOK COUNTY  
COLLEGE TEACHERS UNION, LOCAL  
1600, AFT/AFL-CIO

By:   
Board Chairman

By:   
Union President

By:   
Board Secretary

By:   
Union Negotiator  
Chief

By:   
Union Negotiator

PRAIRIE STATE COLLEGE  
Amendments to 2010-2012 Contract

The following provisions to the contract between the Federation of Supportive Staff, Cook County College Teachers Union, Local 1600, AFT, AFL-CIO and Illinois Community College Board, District 515 are amended:

- Article XXII – Reclassifications
- Article XV – Promotions
- Section 13.2 – Salary Increases
- Section 13.2 – Internal Hiring
- Section 20.2 – Job Classifications
- Appendix C – Job Classification Salary Structure
- Appendix D – Departmental Seniority Report which replaces the former Appendix D
- Appendix O – Memorandum of Understanding

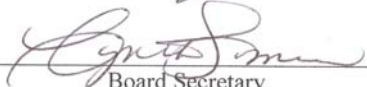
IN WITNESS WHEREOF, the parties have hereunto set their hands this 30<sup>th</sup> day of November, 2010.

BOARD OF COMMUNITY COLLEGE  
DISTRICT No. 515, COUNTIES OF COOK  
AND WILL, STATE OF ILLINOIS

FEDERATION OF SUPPORTIVE STAFF, COOK  
COUNTY COLLEGE TEACHERS UNION,  
LOCAL 1600, AFT, AFL-CIO

By:   
Board Chair

By:   
Union President

By:   
Board Secretary

By:   
Union Negotiator

**APPENDIX A*****SALARY INCREASES*****July 1, 2010- June 30, 2011**

1. Effective July 1, 2010, current unit members hired prior to January 1, 2010, shall receive an increase of three percent (3%) to their base salary.
2. Employees hired after January 1, 2010, but before June 30, 2010, shall receive a pro-rata salary increase for the next fiscal year, but in no case less than the minimum of their respective range.

**July 1, 2011- June 30, 2012**

1. Effective July 1, 2011, current unit members hired prior to January 1, 2011, shall receive an increase of three percent (3%) to their base salary.
2. Employees hired after January 1, 2011, but before June 30, 2011, shall receive a pro-rata salary increase for the next fiscal year, but in no case less than the minimum of their respective range.

**APPENDIX B****LONGEVITY COMPENSATION**

The bargaining unit members who have attained the following years of service by July 1, 2011, shall receive the following one-time distribution in their first paycheck in December (not added to base salary).

Longevity Bonus	For Years of Service
\$150	10-14 years
\$225	15-19 years
\$300	20 or more

**APPENDIX C****POSITION CLASSIFICATION SYSTEM****Prairie State College - Job Classification Salary Structure****Group I - DBM Ratings A11-C52**

<b>DBM</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Range Spread</b>
A11	\$22,026	\$27,532	\$33,038	50%
A12	\$24,351	\$30,439	\$36,527	50%
A13	\$26,749	\$33,436	\$40,123	50%
B21	\$28,851	\$36,064	\$43,277	50%
B22	\$31,011	\$38,764	\$46,517	50%
B23	\$33,171	\$41,464	\$49,757	50%
B24/B31	\$35,331	\$44,164	\$52,997	50%
B25/B32	\$37,491	\$46,864	\$56,237	50%
C41	\$40,722	\$52,939	\$65,156	60%
C42	\$42,799	\$55,639	\$68,479	60%
C43	\$44,876	\$58,339	\$71,802	60%
C44/C51	\$46,953	\$61,039	\$75,125	60%
C45/C52	\$49,030	\$63,739	\$78,448	60%

## APPENDIX D

### Departmental Seniority Report

Department	Position Title	Hire Date	DBM Grade
<b>Adult Education</b>	Data Entry Clerk/Clerical Specialist	12/20/04	A12
	Administrative Assistant	12/17/90	B22
	Student Services Specialist	09/08/09	B22
	Caseworker	Open	C41
<i>English as a Second Language</i>	ESL Student Services Specialist	08/03/09	B22
<b>Biology</b>	Lab Manager	06/14/10	B22
<b>Business, Math, and Science</b>	Administrative Assistant	08/08/05	B22
<b>Business Services</b>	Cashier (Evening)	08/18/10	A12
	Cashier	07/09/09	A12
	Accounts Receivable Clerk	12/14/09	A12
	Accounts Receivable Clerk	07/21/08	B22
	Accounts Payable Clerk	08/26/02	B22
	Grant Accountant	03/03/10	B23
<b>Children's Learning Center</b>	Child Care Worker	01/11/10	B22
	Child Care Worker	01/11/10	B22
	Child Care Worker	01/12/10	B22
	Child Care Worker	08/18/80	B22
	Child Care Worker	08/18/80	B22
	Food Service Monitor	01/05/81	B22
	Early Childhood Teacher	10/31/05	C41
	Early Childhood Teacher	07/05/05	C41
	Early Childhood Teacher	08/24/04	C41
	Early Childhood Teacher (Grant 88)	12/01/83	C41
<b>Communications and Marketing</b>	Administrative Assistant/SGA Advisor	10/12/09	B22
	Communications Specialist	12/01/05	B23
	Graphic Designer	01/10/11	B23
	Graphic Designer	03/01/05	B23
	Webmaster	08/18/08	C41
<b>Corporate and Continuing Professional Education</b>			
<i>Business and Community Education Center</i>	Facilitator, BCEC and TWL (non-credit)	09/20/99	B22
<i>Continuing Professional Education</i>	Coordinator, Continuing Professional Education	08/04/08	C41
<i>Illinois workNet Center</i>	Receptionist/Clerical Specialist	08/03/98	A12
<i>Matteson Area Center</i>	Clerk Typist	05/01/00	A12
	Building Security and Operations Specialist	10/10/94	B21
	Coordinator, Matteson Area Center	08/18/03	C41
	Coordinator, Career Training	04/26/04	C41
<b>Dental Hygiene</b>	Dental Clinic Assistant/Coordinator	05/10/99	B22
	Administrative Assistant (24 Hours)	11/09/87	B22
<b>Enrollment Services</b>	Enrollment Services Assistant	07/12/10	A13
	Enrollment Services Assistant	10/12/09	A13

Department	Position Title	Hire Date	DBM Grade
	Enrollment Services Assistant	11/12/08	A13
	Enrollment Services Assistant (20 hours)	4/23/07	A13
	Automated Degree Audit Specialist	04/27/92	B21
	Enrollment Services Specialist/Health	08/11/03	B21
	Enrollment Services Specialist/Nursing/Surgical Tech.	01/28/08	B21
	Credentials Analyst	06/19/95	B22
<b>Financial Aid and Veterans Affairs</b>	Financial Aid Processor	02/03/93	A13
	Financial Aid Evaluator	08/30/10	B22
	Financial Aid Advisor II	03/25/85	B22
	Financial Aid Advisor I	02/10/82	B22
	Veterans and Scholarship Advisor	07/11/01	B23
<b>Foundation</b>	Administrative Assistant	09/07/04	B22
<b>Health and Industrial Technology</b>	Administrative Assistant	08/22/06	B22
<b>Information Technology Resources</b>	Administrative Assistant	05/16/05	B22
	Help Desk Specialist	01/08/01	B23
	Microcomputer Network Technician	07/29/02	C41
	Microcomputer Technician I	07/21/08	C41
	Microcomputer Technician I	01/05/98	C41
	Network Administrator	Open	C41
	Programmer	Open	C41
	Programmer Analyst	07/07/08	C41
	Programmer Analyst	09/22/97	C41
	Systems Technician	04/26/99	C41
	Information Technology Trainer	12/21/09	C43
<b>Institutional Support Services</b>	Duplication/Assistant Mail Clerk	06/29/98	A13
	Mail/Duplication Clerk	10/02/00	A13
	Digital Production Technician (Eve)	09/28/09	B21
	Document Production Specialist	10/04/04	B22
	Document Production Specialist (30 hrs.)	03/22/04	B22
	Digital Production Technician (Day)	06/05/78	B23
	Coordinator, Document Production and Office Services	07/15/96	C41
<b>Liberal Arts</b>	Administrative Assistant	05/24/04	B22
<b>Library</b>	Administrative Assistant	06/09/86	B22
	Circulation Technician	04/01/85	B22
	Cataloging Technician	04/24/89	B24/B31
	Serials/Interlibrary Loan Technician	01/02/08	B24/B31
<i>Media Services</i>	Media Services Technician	10/29/84	B23
	Coordinator, Media Services	09/15/80	B24
<b>Physical Education and Athletics</b>	Administrative Assistant	11/14/05	B22
	Athletic Enrollment and Academic Advisor/Mentoring Sp	07/07/08	B22
	Coordinator, Sports Information	02/22/10	B22
<i>Fitness Center</i>	Fitness and Wellness Specialist (30 hrs.)	11/14/05	B23
<b>Physical Plant and Facilities</b>	Administrative Assistant		
<i>Building Maintenance</i>	General Maintenance	08/18/08	B21
	General Maintenance	08/25/03	B21

Department	Position Title	Hire Date	DBM Grade
	General Maintenance	08/10/94	B21
	General Maintenance	Open	B21
	Maintenance Assistant/Energy Compliance Specialist	01/16/01	B21
	Painter/General Maintenance	06/06/05	B21
	Carpenter	10/11/94	B23
	Electrician	07/23/02	B23
	Utility, Heating and Maintenance Specialist	11/12/07	B23
<i>Roads and Grounds</i>	Shipping and Receiving Clerk	02/25/02	A13
	Groundskeeper	04/17/07	B21
	Groundskeeper	06/27/00	B21
	Groundskeeper	03/07/90	B21
<b>Student Life and Multicultural Affairs</b>	Coordinator, Health Promotions	Open	B22
	Outreach Assistant/Bilingual Advisor	01/02/07	B22
	Coordinator, Events Programming	01/26/98	C41
	Coordinator, Protégé Program	07/25/05	C41
<i>Information Center</i>	Campus Information Specialist	08/07/06	A12
	Campus Information Specialist	03/15/99	A12
	Campus Information Specialist (20 hrs.)	10/31/05	A12
	Lead Campus Information Specialist	08/17/81	B24
<b>Student Services</b>	Academic Services and Counseling Assistant	09/17/07	A12
	Administrative Assistant	07/05/06	B22
	Enrollment Advisor	10/17/05	B22
	Enrollment Advisor	06/13/00	B22
	Enrollment Advisor	Open	
<i>Career Development Services</i>	Career Advisor	08/14/07	C41
	Career Advisor	03/09/04	C41
	Coordinator	10/10/05	C41
<b>Student Success Center</b>	Receptionist	07/01/96	A12
	Coordinator of Testing	07/18/05	C41

**APPENDIX E**



**NON-PSC TUITION REIMBURSEMENT FORM**  
(SUPPORT STAFF COLLECTIVE BARGAINING UNIT/FAIR SHARE PARTICIPANTS)

Employee Name \_\_\_\_\_ Employee Id # \_\_\_\_\_

Employed in what Department \_\_\_\_\_

Name of College/University where courses are being taken \_\_\_\_\_

Semester courses taken (circle one)    Fall                      Spring                      Summer                      20\_\_\_\_\_

Course #	Course Title	Credit Hours

\*See reverse side of this form for reimbursement procedures.

I certify that I am the above named employee, a member of the Support Staff Collective Bargaining Unit or Fair Share participant at Prairie State College and have been employed for six (6) months. I certify that I have read and understand the procedures concerning this benefit.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

<p><i>For Human Resources Office Use Only</i></p> <p>Date _____</p> <p>Upon completion of above course(s) with an A, B or C, reimbursement will be paid up to a maximum of \$200 per hour and up to 6 semester hours per term.</p> <p>The official grade report has been verified and reimbursement is authorized as follows:</p> <p>_____ credit hours at \$_____ per credit hour = _____ (amount reimbursed)</p>
--

Union President/Designee \_\_\_\_\_

\_\_ Human Resources Authorization \_\_\_\_\_

Business Office Authorization \_\_\_\_\_

**Other Non-PSC Tuition Reimbursement Procedures**

**Eligibility:** Active member of Prairie State College Support Staff Bargaining Unit or Fair Share participant and must be employed for six (6) months. Employee must be actively employed at completion of course and must receive an A, B or C grade. This benefit coordinates with other financial aid sources covering educational benefits.

**Amount:** Employees will be eligible for up to six (6) semester hours per term (limit \$200 per credit hour) on a first-come, first-served basis.

**Procedures:**

1. Initial payment for courses are paid in full by eligible employee.
2. Non-PSC Tuition Reimbursement forms must be completed and submitted to the Human Resources Office prior to October 1 to register for Fall semester; March 1 for Spring semester; and July 1 for Summer semester.
3. Financial aid from other sources covering educational benefits will be applied toward payment of course(s) and will offset the total amount of reimbursement.
4. Non-credit courses are not eligible for reimbursement.
5. After completion of course(s), employee will provide the Office of Human Resources, with official grade(s) and paid receipt. The Office of Human Resources will review the grade(s) and paid receipt and will forward it to the Union President/designee for signature. Once signature is obtained, the Office of Human Resources will process request for tuition reimbursement.
6. Tuition reimbursement checks, made payable to the employee, will be mailed to the employee's home address.

Non-PSC Tuition Reimbursement Forms are available in the HR Office-2402

## **APPENDIX F**

### **Prairie State College Federation of Supportive Staff Local 1600**

#### **Sick Bank Guidelines**

- A) Upon the execution of this agreement there shall be established a Sick Leave Bank, hereafter referred to as the Sick Bank. The basic purpose of this Bank is to alleviate the effects of **prolonged illness, injury or hospitalization** upon the Prairie State College Supportive Staff members. In accordance with this purpose, the Sick Bank shall not be used for single day or **short term occurrences**.
- B) Any member of the Prairie State College Supportive Staff shall be eligible to participate voluntarily in the Sick Bank. Such members who desire to participate in the Sick Bank shall submit written notice of intent to do so on a form that will be provided. To participate, Prairie State College Supportive Staff members will contribute one (1) day (8 hours) of accumulated sick leave to the bank per year. Said notice shall be given to the Sick Bank Committee during the month of June each year. All days contributed to the bank are not refundable.
- C) All new employees may join after six (6) months employment, or with the next years enrollment. **It is your responsibility** if you would like to join, to return the Sick Bank application to the Vice President of the Support Staff Union after you have marked your 6 month anniversary of employment at Prairie State College. **Your only other chance to join the Sick Bank is during general enrollment in June.**
- D) The Sick Leave Bank Committee shall maintain a register of the membership and the number of sick leave days accumulated in the bank. The committee shall submit **a written report of days accumulated and/or used by November 1<sup>st</sup> of every year to the membership and the Union Board.**
- E) Employees who are members of the Sick Bank, who have exhausted their accumulated sick leave, personal days, and vacation days; and who have been absent five (5) additional days without pay, **may request** reasonable withdrawals as determined by the Sick Leave Bank Committee, provided that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits. **Withdrawals may not exceed twenty-five (25) days within one (1) fiscal year (July 1st-June 30th).**
- The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Board policy provided, however, **that such sick leave shall be available for the illness of the employee and not for the illness of family.**
- F) As per Article VII, Section 7.3 of the contract, the days remaining at the end of the year will not be returned to contributing employees, but will be carried over. An employee whose utilization of the Sick Bank is approved by the committee, **may continue to receive such sick leave as awarded by the sick bank committee.**
- G) Whenever the accumulated sick leave days in the bank shall fall below **thirty (30) days**, the Sick Bank Committee shall notify all members. Thereafter, **one (1) day**

**(8 hours)** of sick leave from each participating member's accumulated sick leave shall be assigned to the bank unless a member notifies the committee in writing, within ten (10) days of receipt of said notice, that he/she does not wish to remain a member. One month or 173 hours grace period will be allowed to accumulate the donation sick day.

- H) Authorized use of Sick Bank days by participating members shall be made in accordance with the established policies and procedures of the college and only upon approval of the Sick Leave Bank Committee and its decision shall be final. The participating member's application for such withdrawal must be made after depletion of the employee's accrued vacation, sick and personal leave days, **and after an additional five (5) have passed without pay.** Application to the Sick Bank must be made in a timely manner. Any participating member who is receiving benefits from the State University Retirement System or who is absent for illness due to a work-related injury (which is compensated under the Illinois Workman's Compensation Act) may not avail himself/herself of any benefits of the Sick Bank. **Individuals who apply to the Sick Bank must also make timely application for the benefits from SURS and the Family Medical Leave Act (FMLA).**
- I) The Sick Bank Committee shall be composed of five (5) participating union members who are elected by the union members who participate in the Sick Bank. The Vice President of the Union shall act as Chairperson of the Committee. Committee members will serve a term of two (2) years, with half elected on alternating years to provide continuity.

Operating rules and regulations for the Sick Bank shall be developed, implemented and amended when necessary by the committee with approval of the Executive Board of the Union.

**The Union Board shall be exempt from any grievance resulting from the actions of the Sick Bank Committee.**

**APPENDIX G**

**Prairie State College  
Support Staff Union  
Sick Bank Enrollment Form**

**Name:** \_\_\_\_\_

**Employee I.D. Number:** \_\_\_\_\_

**UNION MEMBERS:**

**I wish to become a member or renew my membership in the Prairie State College Support Staff Union Sick Bank. I understand the provisions of membership and agree to contribute one (1) non-refundable day of my accumulated sick leave to the Sick Bank.**

**Signature:** \_\_\_\_\_

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

**APPENDIX H**

**Prairie State College  
Federation of Supportive Staff Union  
Application for Sick Bank Days**

Applicant's Name \_\_\_\_\_

Home Address \_\_\_\_\_

SSN \_\_\_\_\_ Home Phone \_\_\_\_\_

Department \_\_\_\_\_ Hours Worked Per Week \_\_\_\_\_

Date of Illness/Accident \_\_\_\_\_

Physician's Name \_\_\_\_\_

Office Address \_\_\_\_\_

~~Office Phone Number \_\_\_\_\_~~

**PHYSICIAN: PLEASE STATE BRIEFLY THE CONDITION FOR WHICH YOU ARE TREATING THE PATIENT.**

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

\_\_\_\_\_  
\_\_\_\_\_  
PLEASE PROJECT  
THE LENGTH OF THE RECOVERY

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

\_\_\_\_\_  
PHYSICIAN'S SIGNATURE \_\_\_\_\_ DATE

**SICK LEAVE COMMITTEE RECOMMENDATION:**

We authorize Personnel to award \_\_\_\_\_ days of  
sick leave from the Prairie State College Federation of Support Staff Union Sick Bank.

Approval: \_\_\_\_\_ DATE

\_\_\_\_\_

**APPENDIX I****Policy G-35****GRIEVANCES/COMPLAINTS BY COLLEGE EMPLOYEES**

Adoption Date: 03/16/92  
 Revision Date: 12/16/02  
 Revision Date: 08/29/06  
 Review Date: 08/26/08

Prairie State College shall provide an avenue through which its employees may request a review and consideration of an alleged, unjust, or improper practice or of harassment on the part of the College, a member of the Board of Trustees, other employees, or students.

Employees covered by a bargaining agent shall be subject to specific provisions for grievances/complaints as applicable within the agreement.

Efforts to resolve such grievances/complaints shall be made in a timely manner and in accordance with the following principles and general sequence as both may augment specific provisions applicable within appropriate bargaining agreements:

- A. Every attempt is to be made to resolve the matter at the point of origin.
- B. If resolution is not forthcoming at the point of origin, the matter is to be appealed to the supervisor/coordinator of the area concerned.
- C. If the matter is yet unresolved, a written appeal (outlining the nature of the situation, steps taken to resolve it, and the outcome of these efforts) is to be submitted to the director or dean responsible for the area concerned.
- D. If the situation is yet unresolved, the employee may submit a written appeal and related correspondence/records to the executive officer responsible for the area concerned.
- E. Following receipt of a written response from the appropriate executive officer, and if still dissatisfied, the employee may submit a written appeal and related correspondence/records to the College President for consideration.
- F. As a final College recourse, the employee may appeal the decision of the President by submitting the matter in writing to the Board of Trustees.

The Office of Human Resources and Employee Relations and the affirmative action designee shall serve to assist employees (as necessary) in implementing or utilizing this policy. Confidentiality shall be maintained.

This policy shall be disseminated through appropriate College publications.

## **APPENDIX J**

### **Supplemental Agreement**

**This Agreement supplements the Contract effective July 1, 2006 through June 30, 2010, and will become a Supplemental Agreement to the Contract effective July 1, 2010 between the Board of Trustees of Illinois Community College District 515 and the Prairie State College Federation of Supportive Staff a Chapter of the Cook County College Teachers Union, Local 1600, the American Federation of Teachers, AFL-CIO ("CBA"), with respect to Grant-funded Employees (subgroup of Bargaining Unit Members).**

#### **The parties agree to modify the CBA as follows:**

The term "bargaining unit member" is defined as regular full-time and part-time employees hired to work at least 20 hours per week on a regular basis. Excluded are managerial, supervisory, confidential, temporary (less than 90 calendar days; or in the case of an employee who fills the position of an employee on leave, not more than 6 months) professional, hourly, and student employees, as well as Grant-Funded Employees except as set forth herein. Bargaining unit positions shall not be filled by students.

Grant-Funded Employees are defined as persons employed by the College in positions that have been created specifically per the terms of a grant and with at least fifty percent (50%) of the position's compensation package being paid by grant funds. The Board and the Union recognize that as a condition of employment, Grant-Funded Employees are hired only for the duration of the grant for which they work. Any and all current grant-funded employees whose employment is specifically related to a current grant as defined above shall become bargaining unit members regardless of the terms and/or monetary amount of the current grant under which they are employed except when the employment of such an Employee meets and/or exceeds the terms identified below for permanent employment.

However, after the effective date of this Supplemental Agreement a Grant-Funded Employee shall become a bargaining-unit member upon his/her three-hundred sixty-sixth (366th) day of employment and all provisions of the CBA, shall then apply to him/her. (For example, if this Supplemental Agreement becomes effective on May 29, 2010, the soonest a current Grant-Funded Employee could become a bargaining-unit member is May 30, 2011.) For purposes of calculating the three-hundred sixty-five (365) consecutive days required to become a bargaining-unit member, all time that an employee is out on unpaid leave or workers' compensation shall be excluded from the calculation.

Seniority for Grant-Funded Employees that become bargaining-unit members shall be the first date that the Grant-funded Employee becomes a bargaining-unit member.

If a former Grant-Funded Employee is re-employed in a grant-funded position within ninety (90) days of termination of employment, the returning Grant-Funded Employee shall be considered a continuous employee and will not be subject to re-starting the requirements to meet the three-hundred sixty-five (365) consecutive days of employment to become a bargaining unit member. They will be credited with all days worked as a Grant-Funded Employee.

If a former Grant-Funded Employee is re-employed more than ninety (90) days after termination of employment, the returning Grant-Funded Employee will need to meet the three-hundred sixty-five (365) consecutive days of employment to become a bargaining-unit member upon his/her three-hundred sixty-sixth (366) day of employment. There shall be no bridge of service.

The parties acknowledge that all employees holding Grant-Funded Positions as of December 1, 2009, received their one (1) time Longevity Compensation distribution referenced above in December 2009, and that upon execution of this Agreement, no other distribution shall become due or owing to them for this current contract period of July 1, 2006 - June 30, 2010.

This Agreement is effective the 26th day of June and shall continue in effect until June 30, 2010. Thereafter it will become a Supplement Agreement to the Contract effective July 1, 2010

**APPENDIX K** **Prairie State College**  
**EMPLOYEE RECALL LIST FORM**

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515

I hereby authorize and direct the Board of Community College District No. 515 through its officers, agents and employees, to place my name on Prairie State College's Official Recall List in the event of my layoff from employment.

By the placement of my name on the said Recall List, I hereby agree that I will notify the College, in writing, each six (6) months thereafter that I wish to remain on said Recall List. Such written notification shall be on forms as provided to me by the College at the time such layoff may occur. Said written notification, each six (6) months, will allow my name to remain on the Recall List for a period of one (1) year. It is understood and agreed that failure to properly notify the College within each six (6) month period, in writing, shall mean automatic removal of my name from the Recall List.

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

It is further understood and agreed that should a change of home address and telephone number occur after my name has been placed on the Recall List, I will notify the College, in writing, within fifteen (15) days of such change. Further, the undersigned hereby releases and discharges the Board of Community College District No. 515, its members, agents and employees

of, and from, any and all liability whatsoever arising from failure of a recall attempt due to non-notification of such change of home address and telephone number.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Phone Number

Mr.

Ms.

\_\_\_\_\_  
Last Name                      First Name                      Middle Initial

\_\_\_\_\_  
Street Address                      City                      State                      Zip Code

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

**APPENDIX L**

**PRAIRIE STATE COLLEGE FEDERATION OF SUPPORTIVE STAFF**  
**A Chapter of the Cook County College Teachers Union, Local 1600**  
**AFT, IFT, AFL-CIO**

**MEMBERSHIP APPLICATION AND PAYROLL DUES DEDUCTION AUTHORIZATION**

**TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515:**

I hereby authorize and direct the Board of Trustees of Community College District No. 515 through its officers, agents, and employees, to deduct from the portion of any salary due me each month the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 208 W. Kinzie Street, Chicago, Illinois, 60610.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 515, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board, its members, officers, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon written notice to the Cook County College Teachers Union and the Board of Trustees of Community College District No. 515, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deductions will be made.

<Dues paid to the Cook County College Teachers Union may not be deductible for federal income tax purposes: however, under limited circumstances, dues may qualify as a business expense.>

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
LAST NAME

\_\_\_\_\_  
FIRST NAME MIDDLE

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Affiliations American Federation of Teachers, Illinois Federation of Teachers, Chicago Federation of Labor, Illinois Federation of Labor and the AFL-CIO

**APPENDIX M**

**PRAIRIE STATE FEDERATION OF SUPPORTIVE STAFF  
COMMITTEE ON POLITICAL EDUCATION  
(COPE) DEDUCTION FORM**

**TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT  
NO: 515:**

I hereby authorize and direct the Board of Community College District No. 515 through its officers, agents and employees, to deduct from the portion of my salary due me each pay period, the amount of \$\_\_\_\_\_, and to transfer and pay that amount to the Cook County College Teachers Union Committee on Political Education (COPE), 208 W. Kinzie Street, Chicago, Illinois, 60610.

This authorization is signed voluntarily on the understanding that the Cook County College District No. 515, its members, officers, agents and employees, the undersigned hereby released and discharges the Board of Community College District 515, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This voluntary authorization is revocable by me at any time by giving written notice to both the Vice President for Administration of the College and the Federation.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Work Phone Number

Mr.  
Ms.

\_\_\_\_\_  
Last Name (Print) First Middle

\_\_\_\_\_  
Street Address City State Zip Code

Affiliations - American Federation of Teachers, Illinois Federation of Teachers, Chicago Federation of Labor, Illinois Federation of Labor and the AFL-CIO

**APPENDIX N**

**PRAIRIE STATE COLLEGE  
MEMO OF UNDERSTANDING**

June 2006

During the term of this Agreement, let it be known, that as the State Universities Retirement System (SURS) regarding the 6% limitation, becomes available to both parties, we agree to negotiate the impact of new and existing legislation.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15<sup>th</sup> day of June, 2006.

BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 515, COUNTIES  
OF COOK AND WILL, STATE OF  
ILLINOIS

PRAIRIE STATE COLLEGE FEDERATION OF  
SUPPORTIVE STAFF, COOK COUNTY  
COLLEGE TEACHERS UNION, LOCAL 1600,  
AFT/AFL-CIO

By: \_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Union President

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Union Negotiator

By: \_\_\_\_\_  
Union Negotiator

## **APPENDIX O**

### **PRAIRIE STATE COLLEGE CLASSIFICATION STUDY MEMO OF UNDERSTANDING**

November 9, 2010

- A. Upon implementation of the Classification Study by Fox Lawson, both parties agree to the following one-time adjustment:
1. **Employees under salary range minimum**  
There may be situations in which an employee's current salary is less than the minimum of their assigned salary range. In cases such as these, the employee's salary will be increased to the minimum level of the appropriate salary range.
  2. **Employees over salary grade maximum**  
There may be situations in which an employee's current salary exceeds the maximum of their assigned range. In cases such as these, the employee's salary will be frozen until such time that the annual movement of the of the salary range catches up with their current salary. The College shall provide a lump-sum payment in lieu of annual percentage rate increase.
  3. **Salary adjustments as referenced in 1 and 2 above shall apply to the July 1, 2011 salary adjustment only.**
- B. Upon implementation of the Classification Study by Fox Lawson, a process will be formalized as to appropriate increases for those moving to a higher classification and those changes will be incorporated into this contract effective July 1, 2010.
- A salary adjustment for any member who moves to a higher classification after July 1, 2010 and prior to completion of this study will be retroactive to their start date in the new position.
- C. Upon implementation of the Classification Study by Fox Lawson, both parties agree to implement the appeals process as defined in Article XXII: Reclassification.



## INDEX

Additional Work .....	14
Compensation .....	14
AGREEMENT .....	1
PRECEDENCE OF AGREEMENT .....	59
American Arbitration Association (AAA) .....	55
APPENDIX K .....	78
Bargaining Unit Member .....	2
defined .....	2
Bereavement .....	27
unpaid leave .....	27
Board Rights .....	11
Child Care Center .....	13
Classification .....	33, 45
new classification .....	33
Closings .....	12
Christmas .....	13
emergency .....	12
COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION FORM .....	79
Compensation .....	14
Additional Work .....	14
Longevity .....	63
retirement .....	18
Department of Labor .....	29
Discharge .....	32, 38, 44, 51
discipline .....	9, 49
Oral Warning .....	49
Suspension .....	50
Written Warning .....	50
domestic partner .....	27
Dues Check-off .....	
Reinstatement of Employees on Dues Check-off .....	7
Dues Check-off .....	6
EMPLOYEE RECALL LIST FORM .....	76
ergonomic .....	33
Evaluation .....	37
FMLA Leave of Absence .....	28
apply in writing .....	28
child rearing/maturing .....	28
domestic partners .....	28
insurance coverage .....	29
leave year shall be defined .....	29
medical certification .....	28
personal/family medical .....	28
www.dol.gov/esa/fmla.html .....	29
Freedom of Information .....	9
GRANT FUNDED POSITIONS .....	45
GRIEVANCE FORM .....	82
GRIEVANCE PROCEDURE .....	53
definition .....	53
Provisions .....	56
Step 1 .....	53
Step 2 .....	54
Step 3 .....	54
Step 4 .....	55

time limits . . . . .	56
timely manner . . . . .	53
GRIEVANCES	
Discharge Grievances . . . . .	55
Health and Safety . . . . .	32
HIRING . . . . .	36
holidays . . . . .	21
floating . . . . .	21
HOURS OF WORK . . . . .	12
immediate family . . . . .	27
definition . . . . .	28
definition, Bereavement . . . . .	27
insurance coverage . . . . .	2
Job Classifications . . . . .	45
Job Description . . . . .	45
Jury Duty . . . . .	27
Layoffs . . . . .	41
insurance coverage . . . . .	42
recall . . . . .	42
Leave	
Annual Convention . . . . .	10
Disability/Medical . . . . .	29
Leave of Absence . . . . .	27
Leave Without Pay . . . . .	31
Military Leave . . . . .	31
Personal Leave . . . . .	25
Sick . . . . .	26
life insurance coverage . . . . .	15
Meetings . . . . .	7
Board meeting . . . . .	7
Federation . . . . .	10
Labor Management and Safety Meetings . . . . .	8
Meetings with the President . . . . .	7
Union meetings . . . . .	8
MEMO OF UNDERSTANDING . . . . .	80
NO STRIKE . . . . .	11
Non-Discrimination . . . . .	3
Office Automation and Reorganization . . . . .	31
Outsourcing of Work . . . . .	43
PAYROLL DUES DEDUCTION . . . . .	78
Pension Plan Pick-Up . . . . .	18
Personal Leave Days . . . . .	25
Fulltime bargaining unit members . . . . .	25
Regular part-time . . . . .	25
Unused personal leave . . . . .	25
Personnel File . . . . .	52
probationary . . . . .	37
Professional Development and Training . . . . .	20
promotion . . . . .	38
Proration of Benefits . . . . .	2
public records . . . . .	9
RECLASSIFICATION . . . . .	47
appeal . . . . .	48, 56
review . . . . .	47
Recognition . . . . .	1
Retirement . . . . .	18

Application	18
Compensation	18
Eligibility	18
Insurance	18
SALARY INCREASES	62
Security Cameras	9
Sick Leave	25
defined	26
Failure to notify	26
regular full-time employees	25
Regular part-time employees	26
Sick Leave Bank	16
accumulated allowance	16
Application for Sick Bank Days	73
membership	16
Sick Bank Enrollment Form	72
Sick Bank Guidelines	70
sick leave bank days	28
withdrawals	17
Stipends	20
Associate's	20
Bachelor's	20
Master's	20
SURS	15, 18, 26, 71, 80
MEMO OF UNDERSTANDING	80
temporary hourly employee	35
transfer	38
involuntary transfer	38
compensation	40
unsatisfactory work performanc	40
voluntary transfer	39
Tuition Waiver	19
application for tuition reimbursement/waiver	19
credit courses	20
Lab fees not covered	20
Reimbursement Procedures€	69
Union, Local 1600	1
Annual Convention Leave	10
Exclusivity	9
filing	5, 9
Information to the Union	8
release time	10
Union Mailbox	4
UNION RIGHTS	3
Union Storage Space	10
Use of College Mail System	4
Use of Facilities and Equipment	9
VACANCIES	34
external candidate	34
filling	33
posted internally	34
Procedures	35
Work Week	12