



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES OF JOHN A. LOGAN COLLEGE**

**(COMMUNITY COLLEGE DISTRICT NO. 530,**

**COUNTIES OF FRANKLIN, JACKSON, PERRY, RANDOLPH & WILLIAMSON)**

**AND**

**TEAMSTERS LOCAL UNION NO. 50**

**JULY 1, 2017 – JUNE 30, 2021**

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## AGREEMENT

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Board of Directors of John A. Logan College, Community College District No. 530 in the Counties of Franklin, Jackson, Perry, Randolph, & Williamson (hereinafter referred to as "Employer") and the Teamsters Local Union No. 50 (hereinafter referred to as "Union").

Whereas the Employer has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations for its custodians and building and grounds maintenance employees insofar as such practices and procedures are appropriate to the functions and obligations of the Board to retain the right to operate John A. Logan College effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the District and its residents;

Whereas, the Union represents a majority of the custodians and building and grounds maintenance employees in the appropriate bargaining unit set forth in Article I of the Agreement; and

Whereas, it is the intention of the parties of this Agreement to provide, where not otherwise mandated by statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of John A. Logan College, and to provide an orderly and prompt method of handling and processing grievances;

Now, therefore, the parties hereto agree as follows:

### ARTICLE I – RECOGNITION AND REPRESENTATION

#### Section 1.1, Recognition and Appropriate Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time employees in the appropriate bargaining unit. The appropriate bargaining unit shall include all custodians and building and grounds maintenance employees employed by the Employer, but excluding the coordinator of custodial and environmental services, coordinator of grounds maintenance, heating and air conditioning engineer, part-time employees (e.g., employees who regularly work less than twenty-five (25) hours per week), student seasonal employees, supervisors, as defined in Section 2 (11) of the National Labor Relations Act, professional employees, and all other personnel employed by the Employer.

#### Section 1.2, Duration of Union Representation

Union Representation of the bargaining unit shall continue under this Agreement unless it is decertified in accordance with the Illinois Educational Labor Relations Act and the Rules and Regulations promulgated thereunder.

#### Section 1.3, Probationary Employees

Employees serving one hundred and twenty (120) day probation periods are not covered under this Agreement until the employee has completed the probation period.

## ARTICLE II – SENIORITY

### Section 2.1, Decreasing Work Force

In all cases of decreasing the working forces other than a discharge for just cause, the only factor to be considered will be the length on the General Seniority List. Any decrease in workforce shall first effect employees classified as part-time before any employee classified as full-time. Employees affected by decrease in workforce, whether overall lay-off or by pay classification, shall be able to exercise their seniority to displace the least senior employee in any pay classification so long as the employee is qualified to perform the duties required within the pay classification.

### Section 2.2, Seniority List

There will be two (2) seniority lists for full-time employees. The General Seniority List will be by first actual hours worked. The list of employees rated according to general seniority is attached hereto and made a part of this Agreement. Pay Classification Seniority List will be used to determine approval of vacation, personal days, and compensation time when requested simultaneously. Each pay classification will post an overtime rotation turnsheet, to be maintained by the Union Shop Steward. In emergency situations, the Employer may utilize employees from any or all pay classification(s) without reference to seniority.

A separate seniority list shall be maintained for part-time employees. Seniority prior to July 1, 2010 shall not be changed. Seniority for those hired on or after July 1, 2010 shall be based upon first hour worked with card draw used for those with the same first hour worked.

### Section 2.3, New Employees

New employees shall not acquire seniority until they have completed their probationary period of one hundred twenty (120) days. During the probationary period, a new employee may be laid off, transferred, or terminated for any reason. Upon completion of the probationary period, if the employee is retained, the employee shall be placed upon the General Seniority List and Pay Classification List and his/her seniority date shall be the first hour worked. When two (2) or more employees start on the same day and same hour, seniority will be determined by the draw of a deck of cards with the highest draw prevailing until seniority is established.

### Section 2.4, Lay-Off

An employee shall be continued on the General Seniority List for a period of eighteen (18) months from the date of lay-off.

### Section 2.5, Vacancy

When a vacancy occurs within the bargaining unit or when a new position within the bargaining unit is created, the Employer shall cause a notice to be provided to the Union Steward and posted on a bulletin board in the work areas for a period of six (6) working days, announcing the vacancy or new position. Once a notice of vacancy has been posted, no changes shall be made to the job posting and/or classification. Any employee in the bargaining unit may bid for the opening provided the employee is qualified. If more than one employee bids, the employee with the highest general seniority shall be given the job providing he or she is qualified and can perform the work in question competently.

If an employee is promoted and proves unqualified or cannot perform the work competently within sixty (60) days, he or she shall be returned to his or her previous job within the bargaining unit. Upon written request by the employee, the competency period shall be extended by an additional sixty (60) days. An employee, after successfully bidding and being awarded the position, may choose to return to his/her previous position within sixty (60) days.

The Employer respects the seniority of the employees, however to minimize disruption of the work force, when a vacancy occurs after the first posting a maximum of three (3) vacant job postings and bids will be accepted in the event of vacancies or newly created positions. Then the Employer may exercise its right to advertise externally, at which time internal applicants may also apply. It is the responsibility of the employee(s) to notify the Employer's Human Resources Office in writing prior to a leave of absence if the employee wants to be notified of a vacancy.

#### Section 2.6, Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

- Quitting voluntarily;
- Discharge for just cause;
- Failure to return for work after lay-off thirty (30) days or more duration and within five (5) days after being notified to report, or failure to report after lay-off for less than thirty (30) days upon twenty-four hours' notice;
- Absence for one (1) or more for the following reasons:
  - Lay-off for eighteen (18) months;
  - Disability for non-work-related injury or illness as determined by the College workers compensation carrier in excess of the greater of accumulated leave time or the following time limit. The time limit is inclusive of all leaves.

Absence shall begin on the day following the last date of work and continues to run until the employee can return to work and perform the essential job duties with or without reasonable accommodation at the original duty (i.e. 100% or other original duty). The time limits below do not reset until after one (1) year of continuous service without restriction at original duty:

- Twenty-four (24) months - employees with continuous employment of five (5) years or less.
- Thirty-six (36) months - employees with continuous employment of greater than five (5) years.

Employment shall be considered terminated upon the happening of any of the above enumerated events. Upon termination, the employee will be offered COBRA benefits pursuant to state law.

#### Section 2.7, Benefits/Rights for Part-Time Employees

This section relates to permanent part-time employees regularly working at least twenty-five (25) hours a week. Part-time employees are ineligible for benefits/rights under this contract unless specifically stated in this section.

They shall be eligible to earn both vacation and sick leave in a proportioned amount to a full-time employee. They shall be allowed to designate a proportioned amount of sick leave for personal use. If their regular schedule of work includes the holiday, they shall receive 50% of the normal holiday hours received by a full-time employee for any days considered as holidays under Section 8.1. An employee that is scheduled to work on a holiday shall receive one and one-half (1 1/2) times the straight-time hourly rate of pay for all hours worked on the holiday in addition to his/her holiday pay. Tuition waivers shall be provided the members of the bargaining unit, spouses, and dependent children, as outlined in Board Policy 7370, Tuition Waivers.

Part-time employees are eligible to bid on full-time positions. Unless specific skills and abilities are required by the Employer in the job posting, a part-time employee shall and shall be given due consideration based on seniority over other applicants through the regular hiring process. However, part-time employees shall retain recall rights into other part-time positions from a lay-off for a period of nine (9) months.

### Section 2.8, Employee Classifications and Job Descriptions

The Employer and the Union (Business Representative, Shop Steward, and Negotiating Committee) shall meet annually, no later than October 1, to review and discuss employee classifications and job descriptions in order to achieve mutual agreement upon any proposed revisions, amendments, or other changes to said classifications and job descriptions.

## ARTICLE III – GRIEVANCE PROCEDURES

### Section 3.1, Definition

A grievance is a difference of opinion with respect to the meaning of application of the specific terms of this Agreement.

### Section 3.2, Procedure

A grievance shall be processed as follows:

STEP 1: Any employee covered by this Agreement who has a grievance shall submit it to his immediate supervisor or such other person as may be designated by the Board for this purpose. The grievance shall set forth in detail the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance, it shall be referred in writing within five (5) work days after receipt of the answer at Step 1 to the Vice-President for Business Services or his or her designee. The Vice-President for Business Services or his designee shall discuss the grievance with the employee and Steward, and if requested, the Union Business Agent, at a time mutually agreeable to the parties. If no settlement is reached, the Vice-President for Business Services or his designee shall give his written answer within five (5) work days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance, it shall be referred in writing within five (5) work days after receipt of the answer at Step 2 to the President. The President, or his or her designee, shall meet with the employee, Steward, and the Union Business Agent at a time mutually agreeable to the parties and, if no settlement is reached, the President, or designee, shall give a written answer within ten (10) work days following their meeting. The answer of the President shall be final, unless the Employer, at its option, as hereinafter provided, accepts an appeal of the grievance.

STEP 4: If the grievance is not settled at Step 3, it may be referred in to the Board of Trustees for review. If the Board, at its discretion, decides to review the grievance, the Board shall give its written answer within twenty-five (25) calendar days following the submission of the grievance of the Board.

STEP 5: Impasse procedures shall be in accordance with the provisions of Chapter 48, Paragraph 1712, Section 12, Illinois Revised Statutes; however, should legislation be adopted subsequent to the signing of this Agreement making impasse procedures optional or negotiable, then the portion of this Agreement dealing with impasse procedures shall become null and void, and Section 3.2 shall revert back to the wording of the 1982-85 Agreement.

Section 3.3, Time Limits

No grievance shall be entertained or processed unless it is submitted within ten (10) work days after the first occurrence giving rise to the grievance.

ARTICLE IV – STRIKES

A strike shall only be called or participated in under the conditions set forth under 115 ILCS 5/13. However, should legislation be adopted subsequent to the signing of this Agreement making strike procedures optional or negotiable, then the portion of this Agreement dealing with strike procedures shall become null and void, and shall revert back to the wording of the 1982-85 Agreement.

ARTICLE V – EMPLOYER RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the College in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the College; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE VI - WAGES

Section 6.1, Wages and Cost of Living Adjustment

Effective July 1, 2017, hourly wage rates for employees shall be:

	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Maintenance	\$ 27.21	\$ 27.77	TBD	TBD
Grounds	\$ 26.61	\$ 27.17	TBD	TBD
Custodial	\$ 26.51	\$ 27.07	TBD	TBD

Effective July 1, 2019, and July 1, 2020, the Employer and Union agree to reopen negotiations for the purposes of determining employee wage rates.

Based on the cost of living as reflected by the Consumer Price Index for the Greater Chicago Metropolitan Area (1967 equals 100 index) Urban and Clerical Workers, all items as reported by the U.S. Dept. of Labor, Bureau of Labor Statistics for the twelve months ended May 1, 2017, 2018, 2019, and 2020, an additional cost of living adjustment will be made per the following schedule:

Consumer Price Index (as of May 1, 2017, 2018, 2019, & 2020)	Cost of Living Adjustment (effective July 1, 2017, 2018, 2019, 2020)
Below 7%	\$0.00 / hour
7% but below 9%	\$0.05 / hour
9% but below 11%	\$0.10 / hour
11% or higher	\$ 0.15 / hour

### Section 6.2, Wages for New Employees

Employees hired into the bargaining unit after June 30, 2010, shall receive a wage of \$6.00 per hour less than the rates shown above. The employee will receive an increase of \$1.50 per hour per year above the increases shown above until they are at the maximum rate for their classification. Employees with first hour of employment on or after January 1 will not receive the \$1.50 increase until a full fiscal year has been completed (e.g., an employee hired on January 1, 2017 would not receive the \$1.50 until July 1, 2018.)

### Section 6.3, Weekend Differential

A weekend differential of twenty-five cents (\$0.25) per hour shall be paid for shifts that start on or after 12:00 a.m. on Saturday through 11:59 p.m. on Sunday.

### Section 6.4, Pay Period and Pay Date

Beginning with the first pay period following the ratification of this agreement, the pay period is defined as the 1st -15th and the 15th-last day of the month. Pay will be provided to the employee no later than seven (7) calendar days following the end of the pay period. If this date falls on a Saturday, Sunday, or holiday, the pay date will be moved back to the last weekday prior to the regularly scheduled pay date. Extension of the pay date beyond the current five (5) calendar days will be preceded by a three (3) month advance notification.

### Section 6.5, Tuition Waivers

Tuition waivers shall be provided the members of the bargaining unit, spouses, and dependent children, as outlined in Board Policy 7370, Tuition Waivers. In addition, employees shall be allowed to enroll, at no cost to the employee, in any class offered through the Center for Business and Industry and/or Continuing Education program(s). Employees may attend such class during his or her regular work day and/or work hours. Such attendance shall be paid at the employee's regular rate of pay. Approval for such enrollment shall be based on the operational needs of the employer but should not be unreasonably denied. Nothing in this Section shall impact the current Wellness Leave Policy and current practice of said policy.

## ARTICLE VII – HOURS OF WORK AND OVERTIME

### Section 7.1, Purpose

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

### Section 7.2, Normal Workday and Normal Workweek

The normal workday shall consist of eight (8) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period. The normal workweek shall consist of forty (40) hours per week. For payroll purposes and the calculation of overtime as outlined in Section 7.3, the workweek shall be defined as 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The employee's normal workday and workweek shall not be deviated from without the employee's written consent. For the purposes of trainings, meetings, and/or any other instances that the Employer requires the employee to attend, the employee's normal schedule shall not be deviated from in order to reduce any potential overtime.

Employees shall not have their regular shift adjusted, either by delaying the normal starting time or ordering an early quitting time (including the elimination of regularly scheduled work days), in order to avoid payment of overtime or call-in pay, unless by mutual agreement.



### Section 7.3, Weekly Overtime

For all hours paid in excess of forty (40) hours during the work week, except as described in Section 8.3, the Employer will pay the employee one and one-half (1 ½) times the employee's straight-time rate of pay.

### Section 7.4, Special Call-Out

When an employee is contacted to provide guidance or direction related to maintenance, ground, or custodial duties, the employee shall be paid overtime compensation of one and one-half (1 ½) his or her normal rate of pay for a minimum of one (1) hour. In the event an employee is required to return to work outside of their normal workday or normal workweek, they will be guaranteed a minimum of two (2) hours of compensation which shall be paid at the overtime rate of one and one-half (1 ½) times the employee's straight time rate of pay. All employee contact under this Section shall be at the direction of the appropriate departmental supervisor unless the supervisor is unavailable or if the matter needs immediate attention.

### Section 7.5, Temporary Transfers

An employee may be temporarily transferred to another position when a vacancy exists. If the position is a higher paid classification, the temporarily transferred employee shall be paid at the higher rate of pay for the duration of the transfer.

Temporary transfers become effective the date that the employee is assigned. Temporary transfers can last up to twelve (12) months under the following schedule. Temporary transfers of fifteen (15) days or less would not count against an Employee towards another transfer. Temporary transfers of sixteen (16) days or more up to twelve (12) months would require the employees to return to their previous position before the transfer and work the required length of days of the transfer in their previous position to be eligible for another transfer. At the signing of the contract all previous transfers are to be retroactive.

## ARTICLE VIII – HOLIDAYS AND CAMPUS CLOSURE

### Section 8.1, Designated Holidays

The following days shall be considered paid holidays and all those declared by the President of the College: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

When any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on the employee's first day of their weekend, the holiday will be observed the day prior. If the holiday falls on the employee's second day of the weekend, the holiday will be observed the day after. For those employees whose regular work days include either Saturday or Sunday, he or she shall have the option of working Good Friday in exchange for being off on Easter. The employee electing this option shall provide written notice one (1) week prior and there shall be no pyramiding of holiday hours.

### Section 8.2, Computation of Holiday Pay

An employee eligible for holiday pay shall receive eight (8) hours pay at their regular hourly rate of pay. An employee who is scheduled to work on a holiday shall receive one and one-half (1 ½) times the regular hourly rate of pay for all hours worked on the holiday in addition to holiday pay.

### Section 8.3, Campus Closure

A Campus Closure will be defined as any time the President or his/her designee closes the college, thus vacating the college campus. The President, Vice President, or designee will decide when to resume normal operations. Administration retains the right to determine the date and duration of any campus closure; however, campus closure shall fall into one of two categories: Administrative or Force Majeure.

Administrative Campus Closure shall be generally defined as a closure that is within the control of the Administration (i.e., college and/or non-college related events, regularly observed and/or routine days off, etc.). It is agreed and understood that these examples are not exhaustive but rather representative of a type of closure that the Administration could effectuate.

Force Majeure Campus Closure shall be generally defined as a closure that is not within the control of the Administration (i.e., inclement weather, flooding, utility outages, etc.). It is agreed and understood that these examples are not exhaustive but rather representative of a type of closure that the Administration could effectuate.

Any employee who is regularly scheduled to work on any Campus Closure day (either Administrative or Force Majeure) but notified not to report to work shall receive eight (8) hours pay at his or her regular hourly rate of pay. Any employee who works on an Administrative Campus Closure day shall receive one and one-half (1 ½) times his or her regular rate of pay for all time worked during the closure. Any employee who works on a Force Majeure Campus Closure day shall receive two and one-half (2 ½) times his or her regular rate of pay for all time worked during the closure.

## ARTICLE IX – VACATIONS

### Section 9.1, Vacations

Employees will be awarded vacation based on the following schedule:

<u>Years of Employment</u>	<u>Vacation Days</u>
1	5
2	10
3	12
4	14
5	16
6	17
7	18
8	19
9	20
10-11	21
12-13	22
14-15	23
16-19	24
20+	25

Any person employed after January 1, 2009, but before January 1, 2014 shall remain on the following vacation day schedule until five (5) years of service, then revert to the new schedule:

<u>Years of Employment</u>	<u>Vacation Days</u>
1-2	12
3	14
4	15

Vacation days shall be awarded on a monthly basis. Vacation days must be earned to be used. Upon termination, vacation days will be adjusted based on the portion of the month completed.

Section 9.2, Vacation Pay

For each day of vacation, an employee shall be entitled to receive vacation pay in an amount equal to eight (8) times his regular straight-time hourly rate of pay.

Section 9.3, Schedule of Vacations

Vacations will, as far as is practical, be granted at times most desired by each employee if requested and approved twenty-four (24) hours in advance with consideration being given to the wishes of the employees in accordance with seniority by classification (Maintenance, Grounds, & Custodial).

Section 9.4, Payment in Lieu of Vacation

Vacation time earned in accordance with Section 9.1, but not taken because the employee is resigning, being terminated or retiring, may be paid with the final paycheck.

The Employer and Union (Business Representative, Shop Steward, and Negotiations Committee) shall meet no later than July 1, 2018 and on July 1 of each year of this Agreement to discuss a calculation and arrangements for payment in lieu of vacation in other instances than noted above.

Section 9.5, Accumulation of Vacations

The maximum accumulated vacation to be carried over to the following year is fifty (50) days.

ARTICLE X - LEAVE AND JURY PAY

Section 10.1, Sick Leave

The annual sick leave for employees covered by this agreement shall be 152 hours (19) days of sick leave per year, cumulative up to the maximum allowed by the State Universities Retirement System.

Sick leave includes personal illness, quarantine at home, or serious illness or death in the immediate family. The immediate family includes husband, wife, son, daughter, mother, father, brother, sister, or corresponding in-laws.

Leave for bereavement purposes may be charged against sick leave when members of the immediate family, as defined above, are involved. In addition, bereavement leave may be extended to grandparents and grandchildren as well as aunts, uncles, nieces or nephews. Leave for bereavement purposes may not exceed five (5) days.

Forty-eight (48) hours of sick leave may be used each year to conduct personal business. If not used for personal business, they will be carried over as sick leave.

Sick leave will be credited to an employee at the beginning of each month. If employment begins or ends at other than the start of the month, a pro-rated amount will be credited. Sick leave must be

earned to be used. Sick leave may be used in time increments in accordance with the attached memorandum of understanding.

Employees hired after July 1, 2005, who have been employed full-time for twenty (20) years or more or employees hired prior to July 1, 2005 who have been employed full-time for ten (10) years or more may elect to be paid for a maximum of 400 hours (50 days) of sick leave. An employee may elect to notify the President of their retirement up to two (2) years in advance and in doing so will receive payment as part of the employee's regular monthly salary during the last two (2) SURS academic years prior to retirement up to the limits imposed by the State Universities Retirement System that do not require additional employer payments from the Employer. If an employee after being granted payment for sick leave, requests and is granted continued employment, that person must repay all sick leave payments received to date immediately. The employee planning to retire must notify the president in writing no later than three (3) months prior to the date of retirement to be eligible for this benefit.

#### Section 10.2, Military Leave

Military leave shall be granted in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Illinois Military Leave of Absence Act and with Board Policy 5276, Military Leave.

#### Section 10.3, Jury Duty

An employee who is called for jury service shall be excused from work for the days on which he serves and he or she shall receive for each day of jury service on which he or she otherwise would have worked, the difference between the straight-time hourly rate of pay he or she otherwise would have been entitled to during such period and the payment he receives for jury service. The employee will present proof of jury service and the amount of pay received.

### ARTICLE XI – GENERAL PROVISIONS

#### Section 11.1 (Group Health Insurance)

The College will provide group health insurance (including dental) for employees covered by this agreement, and will pay costs per year for premium coverage in accordance with Appendix A.

Coverage under the plan is only optional to the employee if he or she had been previously grandfathered from the prior plan. Increases and decreases in the cost of group health insurance, should they occur, will be shared at forty percent (40%) for the employee and at sixty percent (60%) for the college. Total member premium contribution shall not exceed forty percent (40%).

Beginning July 1, 2017, the employee share of premium for the employee only coverage shall be thirty-five percent (35%) for the remainder of this Agreement. Employee share of premium for all other plan choices (i.e. employee/spouse, family, etc.) shall remain at forty percent (40%).

The Teamsters shall have one (1) voting member on the College Health/Life Insurance Committee to represent the bargaining unit and make recommendations to the committee.

Every year after for the life of the contract, the College will produce an appendix updating yearly health insurance premiums paid by both the employee and the College for all plans in place according to the terms of this Section.

#### Section 11.2, Group Health Insurance for Retired Union Members

Union members hired after July 1, 2005, but before July 1, 2011, who retire from active, full-time employment at the College and have been employed full-time for twenty (20) years or more or union members hired prior to July 1, 2005 who have been employed full-time for ten (10) years or more are eligible for partial premium refunds. Those eligible will receive a refund equal to the difference between the rates within the group health insurance plan and the College Insurance Program. Employees ineligible for participation in the College Insurance Program due SURS benefit plan selection, but would have otherwise been eligible for partial premium refund, will be provided a premium refund not to exceed the refund had the employee been eligible for the College Insurance Program. Payments will begin upon receipt of a written request of such, which must be accompanied by verification of coverage. At the death of a retired employee, coverage will be extended to a surviving spouse if previously covered.

Employees currently retired who are covered by the group health insurance plan shall continue to have coverage under the same conditions as currently exist. Employees whose first hour of work is on or after July 1, 2011 and those employees not retired as of the termination date of this agreement are ineligible for the health insurance subsidy for retirees provided for in this section.

#### Section 11.3, Group Life Insurance

The Employer will pay the cost of the premium for fifty thousand dollars (\$50,000.00) convertible term group life insurance policy for each union member covered by this Agreement.

#### Section 11.4, Meeting with Administration

At the request of either party, the College President or his designee and the Union Business Agent or his designee shall meet at a mutually agreed upon time and place to discuss matters of mutual interest.

#### Section 11.5, Probationary Period

New employees and those rehired after being terminated shall be considered probationary employees for the first one hundred twenty (120) days of employment. The parties may mutually agree in writing to extend an employee's probationary period if in the parties' judgment the circumstances so warrant. During the period of probationary employment, probationary employees may be discharged as exclusively determined by the Employer.

#### Section 11.6, Discharge or Suspension

The Employer shall not discharge or suspend any non-probationary employee without just cause. Any non-probationary employee who is discharged or suspended may file a grievance concerning same.

#### Section 11.7, Uniforms

A budget of three hundred and fifty dollars (\$350.00) per full-time employee will be established for uniforms. Upon submission of receipts, employee(s) will be reimbursed by the Employer for all expenses, up to the budgeted amount for each employee, for the purchase and/or maintenance of work-related clothing, including footwear.

#### Section 11.8, Union Information

The Employer will make available the complete Board Policy and Administrative Procedures to the employees via the college website. Employees will be notified by e-mail of any changes in existing policies and administrative procedures within thirty (30) calendar days of their adoption. Upon request, specified a specified policy(s) will be sent to the Union Business Agent.

#### Section 11.9, Temporary Hires

The Employer shall have the right to hire employees on a temporary basis. The length of time an employee can be used on an initial temporary basis is four (4) months. This period can be extended up to two (2) additional four (4) month periods. During temporary status, an employee will be compensated at the same rate as a beginning full-time permanent employee and will be required to pay monthly union dues equal to that of a full-time employee.

Temporary status employees shall not be utilized to replace any full-time employee. Temporary status employees may fill in only for full-time employees who are off due to long term extended illness, State Universities Retirement System disability, etc.

#### Section 11.10, Retirement Enhancement Incentive

The Employer will provide ten percent (10%) of an employee's salary earned during their last year of employment up to a maximum of five thousand dollars (\$5,000.00) as a retirement enhancement incentive. To be eligible, employees must have completed at least fifteen (15) years of full-time employment, of which the last ten (10) years must be continuous, at John A. Logan College.

#### Section 11.11, Purchase of Service Credit

Employees are eligible for assistance in the purchase of service credit as described in Board Policy 5143, Purchase of Service. The Union annual aggregate benefit limit is twenty-five thousand dollars (\$25,000.00) and individual the limit is twelve thousand five hundred dollars (\$12,500.00) All other limitations and requirements are as stated in the board policy.

#### Section 11.12, Student Workers

In all instances, student workers are supplemental to full-time and/or part-time employees currently working within the bargaining unit. No student workers shall be used to replace bargaining unit employees via erosion or attrition.

## ARTICLE XII – UNION DUES

#### Section 12.1, Dues Deduction

Employees who are part of the bargaining unit may authorize dues deduction by presenting an authorization card to the Business Office. Such authorization card shall remain in effect until notified in writing by the employee to terminate the deduction. The Union shall be responsible for notifying the Business Office as to the amount to be withheld. Deductions will be remitted to the Union monthly. Any employee covered by this Agreement shall become members of the Union no later than the thirty-first (31st) day of his or her employment.

#### Section 12.2, Non-Member Fair Share Payments

Non-members covered by this Agreement will be required to pay to the Union a fair share fee for services rendered as provided by the Illinois Educational Labor Relations Act and the Rules and Regulations promulgated thereunder.

The Union shall indemnify and hold harmless the Employer, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

### ARTICLE XIII – FMLA AND VESSA

Both the Employer and the Union, on behalf of its bargaining unit members, agree to comply with all the provisions of the Family Medical Leave Act (FMLA) and the Illinois Victims Economic Safety and Security Act (VESSA).

### ARTICLE XIV – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, national origin, color, age, order of protection status, sexual orientation, mental or physical disability unrelated to ability to perform work, or where a qualified individual with a disability can be reasonable accommodated without creating undue hardship, marital or parental status, political affiliations or beliefs, military status or less than honorable discharge from the military service.

### ARTICLE XV – SAVINGS

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable or not in accordance with applicable rules of law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE XVI – ENTIRE AGREEMENT

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 subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

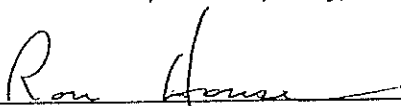
ARTICLE XVII – TERM OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2021 and shall automatically be renewed from year to year thereafter, unless sixty (60) days prior to the expiration of this Agreement or any extension thereof, either party gives written notice by registered mail to the other party of its desire to terminate or modify this Agreement.

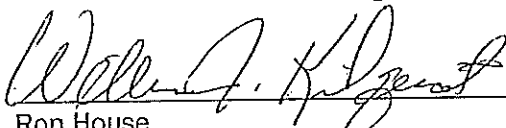
In witness whereof, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

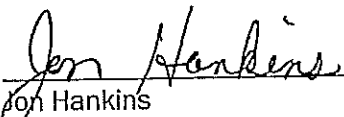
For the Board of Trustees of John A. Logan College,  
Community College District No. 530  
in the Counties of  
Franklin, Jackson, Perry, Randolph, & Williamson


For the International Brotherhood of Teamsters,  
Local Union No. 50

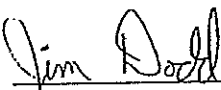
  
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William J. Kilquist  
Board Chairman – John A. Logan College

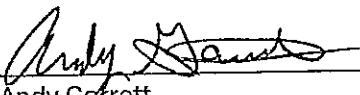
  
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Tony Barr  
Trustee – Teamsters Local Union No. 50

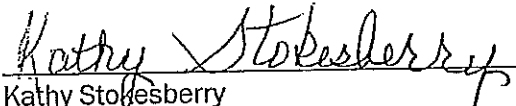
  
\_\_\_\_\_  
Ron House  
President – John A. Logan College

  
\_\_\_\_\_  
Jon Hankins  
Steward – John A. Logan College Teamsters

  
\_\_\_\_\_  
Brad McCormick  
Vice-President, Business Services – John A. Logan College

  
\_\_\_\_\_  
Jim Dodd  
Negotiating Comm. – John A. Logan College Teamsters

  
\_\_\_\_\_  
Andy Garrett  
Negotiating Comm. – John A. Logan College Teamsters

  
\_\_\_\_\_  
Kathy Stokesberry  
Negotiating Comm. – John A. Logan College Teamsters



## APPENDIX A

### INSURANCE PREMIUMS

The following rates contribution rates required to maintain TeamCare/Central States Health and Welfare Plan MH, excluding retiree (R4 benefits) for renewal as follows:

<u>Plan MH</u> (Rates below are per employee, per week)				
<u>Effective Date</u>	<u>Member Only</u>	<u>Member + 1 Child</u>	<u>Member + Spouse</u>	<u>Family</u>
July 2, 2017	\$ 156.50	\$ 207.00	\$ 327.70	\$ 451.90
July 1, 2018	\$ 169.00*	\$ 223.60*	\$ 353.90*	\$ 488.10*
June 30, 2019	\$ 182.50*	\$ 241.50*	\$ 382.20*	\$ 527.20*

\* Rates required to maintain plan, not to exceed rate. 2018 not to exceed eight percent (8%).  
2019 not to exceed eight percent (8%).