

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF COMMUNITY COLLEGE

DISTRICT NO. 530, COUNTIES OF

WILLIAMSON, JACKSON, FRANKLIN, RANDOLPH AND PERRY

STATE OF ILLINOIS

AND

JOHN A LOGAN COLLEGE

OPERATIONAL STAFF ASSOCIATION, IEA-NEA

JULY 1, 2021 – JUNE 30, 2024

(Revised 1/25/23)

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AGREEMENT

THIS AGREEMENT is entered into between the Board of Trustees of John A. Logan Community College (hereinafter referred to as "Board of Trustees" or "Board" or "College" or the "Employer"), and the John A. Logan College Operational Staff Association, IEA-NEA (hereinafter referred to as "IEA" or "Association").

ARTICLE I **PURPOSE**

1.1 PURPOSE. This Agreement is established for the purpose of prescribing the legitimate rights of the Employees, Association and John A. Logan College, and to protect the educational rights of citizens attending the College, through the establishment of certain hours, wages and other conditions of employment for persons within the bargaining unit and by establishing procedures for the resolution of disputes concerning interpretation and the application of this Agreement.

1.2 PAST PRACTICE. While the College is not bound by past practice that existed prior to this Agreement, it recognizes that it has, on various occasions provided certain discretionary employment benefits beyond those negotiated in, and which are not a part of, this contract. The Board of Trustees agrees that it will continue to use good faith judgment in exercising its discretionary authority in the application of these benefits. No discretionary benefits shall be denied for having formed, joined, or otherwise participated in, the Association, or in its lawful activities.

ARTICLE II **RECOGNITION**

2.1 RECOGNITION. The Board of Trustees recognizes the John A. Logan College Operational Staff Association, IEA-NEA as the sole and exclusive bargaining representative for all regularly employed full-time and part-time operational staff who fall under the following definition of the unit:

All regularly employed full-time and part-time operational staff. This unit includes the following general categories of positions: Administrative Assistant, and Specialist.

Excluded positions from the bargaining unit are:

All security officers and all supervisory, managerial, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act (IELRA), including all Information Technology (IT) technical support staff (four positions), Payroll Accounting Clerk III - Business Services, Human Resource Specialist, Administrative Specialist III, Executive Assistant to the Provost, Executive Assistant IV to the Vice President for Business Services, and Senior Executive Assistant V to the President.

2.2 FAIR REPRESENTATION. The Association recognizes its responsibility as the bargaining agent, and agrees to fairly represent all employees in the bargaining unit whether or not they are members of the Union.

2.3 NEW CLASSIFICATIONS. Prior to implementing a new job classification within the bargaining unit, the College shall give the Association ten (10) days advanced notice of the expected hiring date. During that time the Association shall negotiate a wage or salary for those new positions. If a salary or wage has not been negotiated

within (30) thirty days, the College may implement its last offer pending final required negotiations on all wages, hours, terms, and conditions of employment.

ARTICLE III
MANAGEMENT RIGHTS

3.1 AUTHORITY. Unless otherwise stated in this Agreement, the College Board of Trustees retains and reserves the right, and ultimate responsibility, for the proper management of the College affairs 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 responsibilities for and the right:

1. To maintain executive management and administrative control of the District (including: planning, directing, controlling, and, determining all of the operations and services of the College; determining the overall budget; determining organizational structure).
2. To make, alter, and enforce reasonable rules, regulations and orders that are not inconsistent with this Agreement.
3. To change or eliminate existing methods of work, equipment or facilities, including the determination as to whether goods or services shall be made or purchased, including the right to contract with external entities for such goods or services.
4. To hire and direct all employees, and subject to the law, determine their qualifications (including standards of service) and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
5. To determine the duties, responsibilities and assignments of those in the bargaining unit, including the methods, means, organization and number by which operations are conducted.
6. To evaluate employees' job performance; to require an employee to submit to a drug or alcohol test when there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours.

3.2 COLLEGE RESPONSIBILITIES. 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 only by the Illinois Educational Labor Relations Act and the specific and express terms of this Agreement and then only to the extent that such specific and express contract terms hereof are in conformance with the constitution and the laws of the State of Illinois and the constitution and the laws of the United States.

ARTICLE IV
ASSOCIATION RIGHTS

4.1 ASSOCIATION USE OF COLLEGE FACILITIES, EQUIPMENT, AND COMMUNICATIONS SYSTEMS.

1. The Association shall, during non-working hours, have the right to use the College's office equipment and other supplies, provided that such use does not otherwise interfere with the normal operation of the College. The Association shall reimburse the College for the cost of supplies from the supply room, postage costs, and printing costs.

2. The Employer shall provide a space for a suitable sized bulletin board to be provided by the Association in the Word Processing Center for communication purposes. The care and supervision of such bulletin board shall be the sole responsibility of the Association. Such materials shall be identified with the name of the Association and signed by an appropriate Association officer.

3. The Association may also utilize, without charge, College meeting rooms, classrooms, etc., when requested and approved through normal scheduling and

approval processes and will provide for a space for a lockable filing cabinet, which may be located in a shared space.

4.2 BOARD OF TRUSTEES MEETING NOTICES, AGENDA, AND MINUTES. A copy of the Board of Trustees' meeting notices, and agenda shall be made available to the Association president or designee prior to any meeting. A copy of the approved Board of Trustees' meeting minutes shall be e-mailed or placed in the mailbox of the president of the Association as soon as they have been prepared.

4.3 ASSOCIATION MATTERS—BOARD AGENDA. The Board shall place the Association on the agenda under the report section of each regular Board meeting.

4.4 PERTINENT INFORMATION—ASSOCIATION.

1. The College shall also furnish at no cost to the Association upon its reasonable request and within a reasonable time thereafter, and without charge, information concerning the staffing and financial resources of the institution, including but not limited to: annual budgets, annual financial reports, and annual audits; a directory of personnel; tentative budgets; monthly treasurer's reports; monthly financial reports; names, addresses, start date, salary of all employees in the Bargaining Unit; and within fifteen (15) calendar days of starting of a new employee or change in classification for a current employee, the name and address of the employee, name of the employee being replaced, the starting date, salary, and level.

2. It is understood that this will not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form, unless mutually agreed upon. No information will be made available that will violate an individual's right to privacy.

4.5 PREPARATION AND PRINTING OF CONTRACT. Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be typed and printed at the expense of the employer and presented to the Association for distribution to each Association member now and hereafter employed. In addition, the employer shall provide ten (10) copies of the Agreement without charge to the Association.

4.6 UNIFORM APPLICATION OF CONTRACT. Both parties agree that the provision of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

4.7 ASSOCIATION MEETINGS AND LEAVES. Members of the Association shall be allowed to attend up to six (6) one-hour Association meetings per year during normal hours through the use of an alternate work schedule provision, Article 7.9 of this Agreement. The alternate work schedule shall be established on the same day as the meeting. No release time shall be granted for the purpose of this provision.

4.8 ASSOCIATION APPOINTMENTS TO COLLEGE COMMITTEES.

When the College establishes committees that require operational staff representation, the Association shall appoint the requested number of representatives.

4.9 PAYROLL DEDUCTION.

1. Proper authorization for membership payroll deduction shall be the signature of the Employee on an authorization form prepared by the association and submitted to the Payroll Office. Such authorization shall remain in effect from year to year unless the Employee cancels such authorization by written notice to the Payroll Office between July 15 and August 15.

2. Authorizations for payroll deduction of the Association dues submitted to the Payroll Office by the time sheet deadline for any pay period will become effective with that pay period. Under such arrangement, an amount shall be withheld for each regular payroll period which is equal to the prorated share of the annual membership dues, and remitted to the Association within ten (10) working days following each pay period.

4.10 DUES DEDUCTION.

The Association shall indemnify and hold harmless the College Board of Trustees, 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 non-negligent action taken or not taken by the College Board of Trustees for the purpose of complying with the above provisions of this dues deduction section or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions, and the Association shall defend such action, at its own expense and through its own counsel, provided that:

- a. the foregoing provision shall not apply to claims, demands, action, complaints, suits or other forms of liability (monetary or otherwise) brought by the Association and/or its officers against the College Board of Trustees;
- b. the foregoing provision shall not apply to claims, demands, action, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any type of willful misconduct by the College Board of Trustees or the Board's

negligent execution of the obligations imposed upon it by this dues deduction section; and

- c. the College Board of Trustees shall promptly notify the Association in writing if there is any lawsuit or other legal challenge to the provisions of this dues deduction section and give its full cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at all litigation levels.

Furthermore, the College Board of Trustees shall have the right to designate its own legal counsel in any such legal proceedings. If such designation is necessary to protect its own interests, which are separate from and inconsistent with the Association's interests, this indemnification provision shall also cover the reasonable cost of such representation as long as the services provided by the Board's own legal counsel are not duplicative of the services provided by the Association's legal counsel. Both the Board's designation of its own legal counsel in a situation where the Board believes that this indemnification provision is applicable and the reasonable cost of such representation provided by such counsel shall be subject to the approval of the Association, which approval shall not be unreasonably withheld. This indemnification provision shall not extend to errors that are solely the fault of the Board.

ARTICLE V **NON-DISCRIMINATION**

5.1 PROHIBITION AGAINST DISCRIMINATION. The College and the Association agree not to discriminate against any employee on the basis of race, sex, creed,

national origin, color, age, sexual orientation, order of protection status, mental or physical disability unrelated to ability to perform work, or where a qualified individual with a disability can be reasonably accommodated without creating undue hardship, marital or parental status, political affiliations or beliefs, military status or less than honorable discharge from the military service.

5.2 UNION ACTIVITY. Both the College and the Association agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois law related to labor relations, or by this Agreement, or on the account of membership or non-membership in, or lawful activities on behalf of the Union.

5.3 EQUAL EMPLOYMENT. Both parties recognize the need to comply with the federal and state equal employment laws.

ARTICLE VI **DEFINITIONS**

6.1 DEFINITIONS. For the purpose of this Agreement, the following definitions shall be applicable.

- A. Employee
Members of this bargaining unit shall be referred to as employees in this Agreement.
- B. Full-time
Full-time employees are those individuals who work at least thirty (30) hours per week for a continuing period of nine (9) months. Such individuals shall have completed ninety (90) days of continuous probationary status immediately preceding regular full-time status.
- C. Part-time
A part-time employee shall be defined as one who regularly works less than thirty (30) hours per week and is regularly scheduled to work for nine (9) consecutive months or more. Such employees shall have

completed ninety (90) days of continuous probationary status immediately preceding regular part-time status.

D. Grant Employee

A grant employee is defined according to Board Policy 7171.

E. Short-term

A short-term employee shall be defined as one who is employed for less than two (2) consecutive calendar quarters during a calendar year and who does not have a reasonable assurance that he or she will be rehired for the same service in a subsequent calendar year. Short-term employees are excluded from the bargaining unit.

F. Probationary (full-time or part-time, including those employed through grant money)

A newly hired employee in the bargaining unit shall be considered a probationary employee for a maximum of one hundred and twenty (120) calendar days from the initial date of employment. Employees dismissed or terminated during the probationary time period shall have no recourse to the grievance procedures concerning such dismissal actions.

G. Immediate Family

Immediate family means spouse or civil union partner, son, daughter, mother, father, brother, sister, grandparents, grandchildren, (or corresponding in-law), and any person for which the employee is legal guardian.

H. Working Days

Working days means days during which bargaining unit members are required by contract to render service.

ARTICLE VII **HOURS OF WORK**

7.1 WORK WEEK. The work week of the College is Sunday through Saturday.

7.2 HOURS. The regular work week shall be forty (40) hours per week, with the normal work day being eight (8) hours plus a half hour for lunch.

7.3 CONSECUTIVE WORK DAYS. Except in emergency situations, days worked in a work week shall normally run consecutively.

7.4 OVERTIME RATE. Vacation, sick leave, holidays, and school closing days are considered a portion of the work week.

Overtime pay will be calculated at time and one-half for hours in excess of forty (40) hours per week. The hourly wage is computed on the basis of 2,080 working hours (including paid holidays, vacation days, and shutdown days) per year.

Overtime shall not be paid through the use of compensatory time off.

7.5 CALL-BACK WORK. Call-back work is work performed when an employee is required by the College to return to his/her place of employment for any reason after completing his/her normal work day. All call-back work will be compensated at one and one-half (1½) times the employee's normal rate of pay. These rates of pay are not dependent on whether the employee is eligible for overtime. Any employee required to return to work will be guaranteed two hours of compensation.

7.6 OVERTIME ASSIGNMENT PROCEDURES. The College shall have the right to assign overtime work. The College shall attempt to distribute overtime assignments equally among employees who normally perform the work. No employee shall be denied overtime on the basis of his/her union activity or as a basis of discipline. Regular schedules will not be altered to avoid paying overtime.

7.7 APPROVAL OF OVERTIME. Except in emergency situations, all overtime must be assigned or approved, in advance, by the employee's immediate supervisor.

7.8 BREAKS. A fifteen (15) minute break in the morning and in the afternoon is allowed, but the two (2) breaks can be taken at lunch to extend it to one (1) hour. Breaks shall be taken so as not to conflict with College operations and shall be

scheduled by the employee's immediate supervisor. Part-time employees shall be entitled to one (1) paid fifteen (15) minute break.

7.9 ALTERNATE WORK SCHEDULE & VOLUNTARY REDUCTION IN HOURS.

A. Alternate Work Schedule. The College and the Association recognize that it may be necessary for some employees covered by the bargaining agreement to work an alternate work schedule. In most cases, these schedules will already be established when the employee is hired into the position. Under such circumstances, mutual agreement is assumed. When it becomes necessary to change either temporarily or permanently an employee's work schedule, the College will attempt to accommodate the needs of the employee. Alternate work schedules must have advance approval by the administrator of the respective division, and a copy will be placed in the appropriate personnel files. Alternative work schedules shall not be created to avoid overtime.

B. Voluntary Reduction in Hours. Requests will be sent to the respective administrator for the division in which the employee works who will consider the request and issue a decision in writing to the LOSA member and copy to the LOSA leadership. These requests will be granted on an individual basis. Requests will be considered for periods of time not less than three (3) months and not to exceed six (6) months. At the conclusion of the initial period, the member wanting to continue the reduced hours schedule must make additional requests. There will be no limit on the possible number of extensions in the arrangements. Should the position be vacated, and before advertisement to hire/fill again, the position will be re-evaluated by the College to determine whether its original status should be applied. Administration reserves the

right to deny any requests on the basis of need for maximum hours worked. In addition, the reduced schedule must satisfy the needs of the College. These arrangements are not flex schedules in the sense that hours and days off are flexible from week to week.

7.10 TEMPORARY ASSIGNMENTS. When an employee is temporarily assigned to a higher classified position for more than thirty (30) continuous working days, she/he shall receive the higher classification during such temporary assignment.

7.11 SCHOOL CLOSING. When the College is officially closed by the Board of Trustees or its designee, no leave days previously arranged by an employee will be deducted from such school closing days.

7.12 SUMMER WORK SCHEDULE. The Association recognizes that the establishment of a summer work schedule is at the discretion of the Board of Trustees.

7.13 INCLEMENT WEATHER - LOSS OF PAY. If the College president authorizes employees to be released from work early because of existing or anticipated inclement weather, the time missed will not be charged to earned leave.

ARTICLE VIII **HOLIDAYS**

8.1 EMPLOYEES ENTITLED TO HOLIDAYS. Full-time and part-time employees covered by this Agreement will receive their regular rate of pay for official holidays observed by the College.

8.2 ESTABLISHED HOLIDAYS. The established holidays of the College are:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

When any of these holidays fall on Saturday, the preceding Friday shall be observed as the holiday; when a holiday falls on Sunday, the following Monday shall be observed as the holiday. In case of emergency or if it should be in the best interest of the College, the president may declare holidays in addition to those established by the Board and notify faculty, staff, and students accordingly.

8.3 WORK PERFORMED ON HOLIDAYS. Work done by employees who are required to work on a scheduled holiday will be considered overtime as outlined by the provisions of this Agreement in Article 7.4.

8.4 WORK PERFORMED ON CAMPUS CLOSURE DAYS. Any employee who is regularly scheduled to work on a campus closure day shall receive eight (8) hours pay at their regular hourly rate of pay. Any employee who is requested to work on the campus closure day, will receive one and one-half (1 ½) times the regular hourly rate of pay for all hours worked on the campus closure day.

ARTICLE IX **LEAVES**

9.1 SICK LEAVE.

A. The annual sick leave for an employee covered by this Agreement shall be as follows:

1. Regular full-time employees employed on a twelve (12) month basis shall accumulate sick leave of one hundred fifty-two hours (19 days) per year, accumulative up to the maximum allowed by the State University Retirement System for purposes of awarding service credit.

2. Part-time employees who have worked for the College shall be eligible to earn sick leave in a proportioned amount to a full-time employee.

3. Full-time and part-time grant employees who are employed in a grant-funded, College-authorized position shall receive annual sick leave on the same basis as regular full-time or part-time employees so long as funds designated in the grant for that purpose are available.

B. Sick leave includes personal illness, scheduled medical and dental examinations, quarantine at home, serious illness and/or death in the immediate family. Immediate family shall mean those as identified in ARTICLE VI. G of this Agreement.

C. Forty-eight (48) hours of sick leave may be used each year to conduct personal business. When using sick leave for personal business, notification of intent to use for personal business is to be given consistent with Section 9.1.G.

D. Unused sick leave shall carry over to the following year.

E. Sick leave will be credited at the beginning of each month. During first month of employment, sick leave will be prorated based upon the first day worked. The College will calculate the amount of sick leave earned and will not allow any sick leave to be utilized that was not earned.

F. Sick leave will be awarded and reported in one (1) hour units. Sick leave may be taken in no less than one (1) hour increments. A full day absence results in eight (8) hours of use of sick leave, except during modified schedule. If mutually agreed by both LOSA and the College, the increments for using sick leave may be reduced to as low as fifteen (15) minute increments. If either LOSA or the

College chooses to revert back to one (1) hour increments, either may cause the change by providing written notice of such sixty (60) days in advance of the pay period for which the change is to take effect. Mutual agreement is not required for reverting back to the one (1) hour increment.

G. An employee who is unable to report to work is required to give reasonable notification to their immediate supervisor. Notification must be made as soon as practicable, preferably no later than thirty (30) minutes prior to the employee's scheduled start time. In the event of an emergency, the employee shall notify as soon as he/she is physically able. Immediate supervisors will establish methods of notification such as e-mail, contacting the College work number or calling the supervisor's cellular phone. If the employee is out for more than one (1) day, the employee is required to notify the supervisor each day. If absence extends for a period of time, the employee and supervisor may establish a schedule to report on a less-frequent basis. If the employee is out for at least three (3) days for possible reasons that might relate to sick leave, the supervisor will notify the employee to submit Family Medical Leave (FMLA) documentation.

H. 1. Misuse of sick leave shall be defined as the use of sick leave for any reason other than that provided in 9.1.B and 9.1.C. above.

2. When the College has reason to believe an employee has excessive, lengthy or frequent illnesses, it may require sufficient proof of illness.

3. Misuse of sick leave may result in actions consistent with Article XIII of this Agreement.

I. Employees hired full-time prior to July 1, 2005, who have been employed full-time for ten (10) or more years may elect to be paid for a maximum of fifty-five (55) days of unused sick leave. Employees hired on or after July 1, 2005, may elect to be paid for unused sick leave at a rate of two (2) unused sick leave days per year of full-time service, not to exceed fifty-five (55) days. Employees will not be compensated for more unused sick leave days than accrued at the date of retirement. If the employee elects this option, these days will not count as extended service credit with SURS. Payment of unused sick leave will begin as directed by the retiring employee in writing to the Director of Compensation and Benefits Services for as much as two (2) SURS years prior to retirement. Absent written direction from the retiring employee, unused sick leave compensation shall be included in the final pay. If an employee, after being granted payment for unused sick leave, requests and is granted continued employment, that person must repay all sick leave payments received to date immediately.

9.2 LEAVE OF ABSENCE. The College may grant request for leaves of absence without pay to employees for a period not to exceed twelve (12) months. Requests for leave of absence without pay must be submitted to the immediate supervisor and approved by the President of the College. Reasonable cause for the request must be shown and individual cases will be decided upon their merit.

9.3 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.

9.4 FAMILY MEDICAL LEAVE AND VESSA. Both the College and the Association, 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).

A. Maintenance of Health Benefits

The College will maintain group health insurance coverage for an employee on FMLA leave on the same terms as if the employee continued to work. An employee on unpaid FMLA leave must make arrangements to pay his or her normal portion of the insurance premiums to maintain insurance coverage. Duration of College's obligation is as defined in Section 13.7.

The College's obligation to maintain health benefits under FMLA stops if and when an employee informs the College of intent not to return to work at the end of the leave, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The College's obligation also ceases if the employee's premium payment is more than thirty (30) days late and the College has given the employee written notice at least fifteen (15) days in advance advising that coverage will cease if payment is not received.

The College may recover premiums if paid to maintain health insurance coverage for an employee who fails to return to work from a FMLA leave.

B. Other Benefits

An employee, while on unpaid FMLA leave shall accrue benefits on the same basis as other types of unpaid leave. Any employee taking an unpaid leave may continue life insurance coverage by making the premium payments.

C. Job Restoration

Upon return from an FMLA leave, the employee will be restored to her/his original job or to an "equivalent" job, which shall mean identical to the original job in terms of pay, benefits, and other employment terms and conditions.

An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using unpaid FMLA leave.

9.5 JURY DUTY. Full-time and part-time employees of the College who are called for jury duty or subpoenaed as a witness during working hours, shall receive full pay for the time of such official duty, but shall pay to the College any money received for such duty other than money paid for traveling expenses.

ARTICLE X
VACATIONS

10.1 VACATION SCHEDULE

Operational employees shall be entitled to an annual vacation based on the following schedule:

Fiscal Years of Employment	Number of Days
1	13
2	14
3	16
4	17
5	18
6	19
7	20
8	21
9	22
10-14	23
15-19	24
20-24	25
25+	26

10.2 AWARDING, ACCUMULATION and USE of VACATION LEAVE

Vacation will be credited at the beginning of each month. During first month of employment, vacation earned will be prorated based upon the first day worked. The College will calculate the amount of vacation earned and will not allow any vacation time to be utilized that was not earned.

Vacation time may be taken at any time during the year. However, it must be planned to accommodate the flow of work and must be approved by the immediate supervisor. Employees may accumulate a maximum of four hundred forty eight (448) hours or fifty-six (56) days at the end of a fiscal year.

Holidays occurring during vacation leave will not be charged against vacation days. Vacation leave will be awarded and reported in one (1) hour units. Vacation leave will be taken in no less than one (1) hour increments. A full day absence results in an eight (8) hour charge except under modified schedule. Part-time employees shall be eligible to earn vacation in a proportioned amount to a full-time employee. If mutually agreed by both LOSA and the College, the increments for using vacation leave may be reduced to as low as fifteen (15) minute increments. If either LOSA or the College chooses to revert back to one (1) hour increments, either may cause the change by providing written notice of such sixty (60) days in advance of the pay period for which the change is to take effect. Mutual agreement is not required for reverting back to the one (1) hour increment.

10.3 PAYMENT of UNUSED VACATION LEAVE

Extra pay shall not be given in lieu of vacation leave.

Any operational employee or their assigned heirs, in case of death, who has earned a vacation allowance under the foregoing provisions, but is unable to receive it because he/she is resigning, has been discharged, or retires shall receive the accumulated and earned vacation pay. Full-time employees who work less than a forty (40) hour week shall receive a proportionate amount of pay. If an employee retires from active full-time employment under the State Universities Retirement System, he/she can accumulate and be paid for a maximum of four hundred forty-eight (448) hours (56 days). Payment for these hours will be included in the final pay.

ARTICLE XI
OTHER BENEFITS

11.1 LIFE INSURANCE. The Board of Trustees will pay the cost of the premium for a fifty-thousand (\$50,000.00) convertible term group life insurance policy with accidental death and dismemberment benefits for each full-time operational employee who is insurable without an increase in the normal premium rate. Coverage under this plan is optional to the employee.

11.2 HEALTH INSURANCE. The Board of Trustees will provide group health insurance including: major medical, dental, prescription drug, and optical for full-time employees covered by this Agreement. Coverage under the plans is optional to the employee if the plan provider permits. Employees will abide by all terms and conditions of participation and coverage as may be required by the plan provider. Increases and decreases in the cost of group health insurance, should they occur, will be shared at thirty-five percent (35%) employee and sixty-five percent (65%) College. Total member premium contribution shall not exceed thirty-five percent (35%). Should a plan be adopted that provides for a materially different breakdown of premium rates than is currently in effect, the amount to be paid by the College will be proportioned to the above amounts.

Effective July 1, 2017, the insurance premium will be split 35% paid by the member and 65% paid by the College for all plan choices.

The parties to this agreement recognize the Memorandum of Understanding dated April 30, 2012, remains in force and is included as Attachment 1.

Effective upon ratification of this agreement and every year after on July 1st 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 (costs schedule) and distributed to all employees.

The Health/Life Insurance Committee, which shall include representation from the Association, may recommend changes to coverage and other means at its disposal that have the effect of reducing, if not eliminating, cost increases.

Employees may participate in a Section 125 Plan, or other agreeable plan, to tax shelter employee contributions.

11.3 INSURANCE ON LEAVE. The College will continue to pay its proportionate share of group hospitalization insurance and/or group life insurance and/or group dental insurance for any full-time employee covered by this Agreement during the term of an authorized leave if the said full-time employee was enrolled in any or all of these insurance programs prior to the leave. For purposes of this section “authorized leave” is defined as a leave granted by the College in accordance with this agreement and specifically excludes the SURS disability leave. The time limit for continued payment of group insurance does not apply when the employee’s cause of absence is determined by the College’s workers’ compensation carrier to be a work-related injury or illness.

11.4 TUITION. A full-time employee, spouse and dependent(s) may attend John A. Logan College without payment of standard tuition as outlined in Board Policy No. 7370. A part-time employee who has worked for the College for a minimum of nine (9) months, spouse and dependent(s) may attend John A. Logan College without

payment of standard tuition as outlined in Board Policy No. 7370. All fees shall be paid by the employee or the employee's family.

11.5 PAYROLL PERIODS. If a pay date falls on a Saturday, Sunday, or a holiday, the employee will be paid on the last work day preceding the scheduled pay date. Current pay dates are the 7th and 22th of each month following the end of the respective pay period. Actual pay dates will be seven (7) calendar days following the end of the pay period. Pay periods are defined as the 1st – 15th and 16th – last day of the month.

11.6 DIRECT DEPOSIT. As a condition of employment, employees are required to designate a bank(s) or other financial institution(s) for payment by direct deposit of the employee's wages and compensation.

11.7 MILEAGE. Employees who travel on official College business shall do so in accordance with Board Policy #7420 and Administrative Procedure #742.

ARTICLE XII
WAGES AND COMPENSATION

12.1 WAGES AND COMPENSATION. The following starting wage schedule will be in effect for the duration of this contract:

Grade	July 1, 2021	July 1, 2022
1	\$13.42	\$13.42
2	\$13.99	\$13.99
3	\$14.57	\$14.57
4	\$15.14	\$15.14
5	\$15.71	\$15.71

Starting salary ranges effective January 1, 2023:

	Administrative Assistant I	Administrative Assistant II	Specialist I	Specialist II
Min. Salary	\$33,280	\$35,360	\$37,440	\$39,520
Max. Salary	\$36,280	\$38,360	\$40,440	\$42,520
Min. Hourly	\$16.00	\$17.00	\$18.00	\$19.00
Max. Hourly	\$17.44	\$18.44	\$19.44	\$20.44

Salary adjustments for continuing employees shall be made as follows:

July 1, 2021	\$0.75 per hour increase
July 1, 2022	\$1.15 per hour increase
July 1, 2023	3% per hour increase

One-time salary adjustments for continuing employees will be added to the base salary and prorated from January - June 2023.

Administrative Assistant 1 = \$600
 Administrative Assistant 2 = \$900
 Specialist 1 = \$1200
 Specialist 2 = \$1500

If a current employee still doesn't meet the minimum salary for their level, they will receive additional compensation in order to reach the minimum.

The Employer and the Association agree to reopen negotiations in 2022 for the purpose of determining employee wage rates, evaluations, one (1) additional monetary item and two (2) non-monetary items for both fiscal years 2022 and 2023.

During the life of this contract, a full-time employee with full-time continuous service, i.e., no break in service, will be awarded longevity salary adjustments to the base salary effective the first day of the month following the completion of the continuous service periods as follows:

5 Year	\$250
10 Year	\$500
15 Year	\$750
20 Year	\$900
25 Year	\$1,100

It is the responsibility of the employee to communicate with the Payroll Office when they believe they are entitled to a longevity adjustment. Requests must be submitted within 60 days of the employee's longevity month.

Longevity pay adjustments are not cumulative nor are longevity pay adjustments retroactive.

Should minimum wage be increased during the length of this contract, only employees making less than minimum wage will have their salary adjusted.

12.2 PROMOTIONS, CHANGES AND RETURNS. If an employee is promoted from a position in a lower salary grade to a position in a higher salary grade, he/she will be entitled to an increase of \$1,500 per level increased annually.

If a John A. Logan College employee leaves the College and later returns, he/she will be compensated at the salary at which he/she left the College. Previously-earned seniority will be reinstated to the employee upon return.

A College or grant employee who changes a position laterally shall maintain his/her previous salary regardless of the entry level for the new position. Grant personnel who change laterally may maintain their previous salary if the grant can sustain the previous salary.

12.3 PROFESSIONAL GROWTH

Employees that earn an associate degree or higher from a regionally-accredited educational institution will be eligible for a \$750 increase in base pay.

Employees that earn certificates in length between 30-59 credit hours from a regionally-accredited educational institution will be eligible for a \$375 increase in base pay provided the certificate is directly related to the employee's duties for the College as determined by the Office of Human Resources.

Additions to base pay for certificates and/or an associate degree or higher may not exceed \$750 in total. Only one (1) certificate may result in additional base compensation. If a certificate has been compensated and then the employee completes an associate degree or higher, the degree will result in an additional \$375, for a total of \$750.

Members must make the request for increase in writing and provide verification of the degree in the form of an official transcript.

Professional certifications, less than 30 hours, completed will be compensated at \$250 as a one-time payment, not included in the base compensation. In addition, the employee may be reimbursed up to \$250 in costs associated with the completion of the certificate as approved by his/her supervisor and in accordance with College travel policies. Pending supervisor approval, employees will be awarded release time to attend one 3-credit-hour course per semester. Employees must achieve a minimum grade of a "C" and provide the Office of Human Resources proof of expenses and unofficial transcripts to be eligible for reimbursement costs and professional growth

award payment. Article 15.8.4 Employee Wellness, is disallowed when an employee uses release time for professional growth. Employees may be compensated/reimbursed for one (1) certification per calendar year.

For positions that are less than full-time, professional growth compensation shall be prorated based upon the percentage of employment.

Certifications must be approved in advance by the supervisor as directly relating to the employee's duties for the College and be on the list of approved certifications. The list of approved certifications will be determined and approved by the Office of Human Resources.

12.4 LONG-TERM SUPERVISOR ABSENCE In recognition of extra responsibilities not included in the employee's job description and due to the prolonged absence of a supervisor, bargaining-unit employees will receive a temporary daily wage differential. In order to qualify, the immediate supervisor must have been absent for twenty (20) of any thirty (30) continuous working days and the supervisory responsibilities must have been specifically assigned to the employee in writing, and must not have been reassigned to another supervisor.

To request the temporary wage differential, the employee must submit a written request for additional payment to the appropriate administrator. Such request may not be submitted prior to the eligibility establishment period's (20 of 30 continuous working days) conclusion, but no later than thirty (30) calendar days following the return of the immediate supervisor. In the event the immediate supervisor does not return within a period of three (3) calendar months, the employee must submit the proper documentation at the end of the initial three (3) calendar-month period.

Continuation of this arrangement will be determined by the appropriate administrator as necessary (3-month intervals). The daily wage differential may only be received for a period of three (3) calendar months measured from the first day for which the differential is paid.

The daily wage differential request should include the working days the supervisor was absent and copies of the written assignment, during which time the employee assumed additional supervisory responsibilities. The daily wage differential shall be \$15.00 per working day.

ARTICLE XIII

DISCIPLINE AND TERMINATION OF EMPLOYMENT

13.1 RETENTION OF RIGHTS. Except as stated in this Article, the College, as a part of its management's rights under Article III, retains the right to discipline, suspend and discharge employees for just cause (probationary employees without cause). The College shall, though, notify an employee in writing of any discipline within ten (10) working days of the date of the occurrence giving rise to the discipline, or within ten (10) working days of the date that the College has completed its investigation of the occurrence.

13.2 PRESENCE OF ASSOCIATION REPRESENTATIVE. When an employee is required to appear before an administrator, supervisor, college committee, or Board of Trustees, concerning a matter for which the employee could be disciplined, she/he shall be entitled to have a representative of the Association present to advise and/or represent him/her during such meeting.

13.3 SUSPENSION PENDING INVESTIGATION. The College may immediately suspend an employee with or without pay pending the completion of investigation. In the event an employee is suspended without pay, pending investigation, and should the investigation or later grievance prove the employee innocent of the allegations, then he/she shall be compensated for any lost wages, and/or benefits, while on suspension. Any investigation while the employee is suspended shall proceed as quickly as reasonably possible, considering the complexity of the issues and the availability of information.

13.4 MANNER OF DISCIPLINE. If the College has reason to discipline an employee, it shall be done in a manner that will minimize the embarrassment to an employee, and under normal circumstances, should not occur before other employees or the public.

13.5 ORAL REPRIMAND. In case of an oral reprimand, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline.

13.6 NOTIFICATION OF DISCIPLINARY ACTION. It is intended by this Agreement that the College shall have the right to implement appropriate disciplinary measures depending upon the nature, and/or frequency of the offense, and may include oral warnings, written warnings, suspensions and discharges. In the event disciplinary action against the employee other than issuance of an oral warning, the College will, within a reasonable period of time, furnish the employee with a clear and concise statement of the reasons for the action. The measure of discipline and the statement

of reasons may be modified, in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

13.7 TERMINATION FOLLOWING EXTENDED LEAVE. The College shall grant return of an employee to the same position or a position of the same grade upon return from an approved extended leave for a period of time which is the greater of accumulated leave time or the following time limit, inclusive of all leaves.

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

Absences shall begin on the day following the last date of work and continue 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 do not reset until after one (1) year of continuous service without restriction of original duty. Failure to return to work as required in the section shall result in termination.

13.8 TERMINATION PRIOR TO STATUS AS AFFECTED ANNUITANT

The College may require employees who have been determined by the College to be approaching the status of “affected annuitant” to request the SURS certification on earnings, prior employment, etc. in accordance with ILCS 5/15-139.5(e) as a condition of continued employment. If it is determined by the College that the employee’s continued employment will create the potential of repayment in part or

whole, the employee's annuity, the College has the right to limit hours or compensation and/or terminate the employee at the College's discretion.

13.9 FIRST RIGHT DUE TO ELIMINATION OR REDUCTION IN HOURS.

1. First Right due to Elimination or Reduction in Hours. LOSA members affected by position elimination or reduction in hours will be given first right at future positions without competing with other members or external applicants.

- a. The College still reserves the right to leave vacant or eliminate positions that are vacated through attrition.
- b. When a vacated position is filled, those affected LOSA members will have first right at positions within the same or lower classification/grade level, as long as the employee meets the minimum job qualifications as expressed in the job description during the recall period offered by the Administration. Should a LOSA member not meet the qualifications in the job position for recall, they will have a second opportunity for an open position where they meet the qualifications and remain in their current position on the recall list.

Example: A 75 or 100 percent (full-time) employee impacted by job eliminations or reduction in hours will be given first right into a 75 or 100 percent (full-time) position vacancy if said employee is most senior employee affected; a 50 percent (part-time) employee impacted by job eliminations or reduction in hours will be given first right if said employee is most senior employee affected.

c. Once the employee has exercised this opportunity and secures the vacant position the employee is removed from the recall roster and must follow College hiring procedures to be considered for any other position(s) at the College.

d. If an employee chooses not to exercise their first right, (not based on qualifications), the employee will be removed from the recall roster/register.

e. General seniority, defined for this purpose alone is to be start date in a LOSA position and will be used to determine placement into vacated positions. If an employee is recalled, the College will adjust the employee's seniority by the length of the layoff. Employment status (i.e., 50%, 75%, or 100%) shall not be used to create separate categories of seniority.

2. Recall. Any recall of employees shall be in the inverse order of layoffs.

Recall is subjected to the same or lower classification/grade level as outlined in the example in paragraph 5b – First Right above. To effectuate the call of the entire list, written notification of the recall shall be served upon all employees so listed upon the recall roster, at their last known address, by certified mail, return receipt requested. Within seven (7) work days after the deposit of said letters with the U.S.P.S., those employees seeking recall for a vacant position shall cause to be filed with the Executive Director of Human Resources of the College, a written request to be recalled. When the recall roster has been exhausted or failing an effective recall from the list, then the College shall be free and empowered to hire a new employee into the bargaining unit position.

- a. The recall period is established for 180 calendar days from the last date of employment.
- b. Employees who resign or retire prior to the beginning of the recall period are ineligible for this benefit.

ARTICLE XIV
GRANT EMPLOYEES

14.1 EMPLOYMENT STATUS. It is understood that the employment status of grant employees as defined by the College and signed in the execution of this Agreement, is conditioned upon funds in the specific grant designated for that position being available. Board Policy 7171, Grant Personnel, shall apply to members of the bargaining unit and shall define “grant personnel.”

14.2 HONORABLE DISMISSAL. If a grant employee’s status with the College is affected by termination of a grant, or because of a reduction in the amount of the grant available for the position, the College will:

1. Consider the grant employee for any vacant position in the bargaining unit that occurs during the first ninety (90) days following the honorable dismissal.
2. Re-employ the employee into the same position they previously held if, within twelve (12) months of the date of the honorable dismissal, the grant is re-instituted and designated monies are available in the grant for the position.

14.3 LACK OF FUNDING CONTRACTS. When carryover of grant employees is not feasible and it is determined by the College to lay off employees until a grant contract is secured, “first rights” as indicated in Article 13.9, paragraph 1 and 2 of this collective bargaining agreement shall be utilized to reduce the impact of job loss.

ARTICLE XV
EVALUATION AND IN-SERVICE

15.1 PURPOSE OF EVALUATION. The primary purpose of an employee evaluation is to evaluate performance of job duties contained in the current job description, and to recommend training required due to changes in equipment and duties actually performed. All employees will receive a copy of their current job description during their annual evaluation. All evaluations shall be conducted in good faith, and no employee shall receive an unfavorable evaluation for having joined the Association, or participated in any of its lawful activities.

15.2 EVALUATION PROCEDURE.

1. At the end of each month during the probationary period of one hundred twenty (120) days an evaluation will be made by the immediate supervisor at forty (40), eighty (80) and one hundred twenty (120) days. Employees who have completed their probationary period shall be formally evaluated not less than once during each fiscal year.

2. The evaluation form will be designed by the College to help the supervisor direct the employee's growth and development as well as recognize accomplishments. Unsubstantiated or anonymous complaints against the employee shall not be used by the evaluator. The supervisor and the employee will discuss the evaluation before it is placed in the employee's personnel files.

15.3 EMPLOYEE RIGHT TO RESPOND.

1. Following the evaluation conference, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed and received.

2. An employee may submit additional comments to the written evaluation if she/he so desires. All written evaluations and employee's comments are to be placed in the employee's personnel file. The immediate supervisor will sign the employee's response acknowledging that she/he read the material. A copy of the response will be provided to the immediate supervisor.

3. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If the supervisor believes an employee is doing unsatisfactory work, the specific reason(s) thereof shall be stated. If a specific deficiency is not mentioned in subsequent evaluation reports, this shall be interpreted to mean that adequate improvement has taken place.

15.4 JOB RESPONSIBILITIES, CHANGES AND EVALUATIONS. Changes to job descriptions that alter employee responsibilities required for the position being changed will not be used in an evaluation for employees currently holding these positions until the employee has had adequate time to learn the requirements for the new qualifications.

15.5 HOLD HARMLESS. Employees may not be reduced in salary due to a change in job description or qualification for the position that they hold.

15.6 PROCEDURES FOR VACANCIES. No employee currently holding a position at the College in one (1) level shall be required to re-test when applying for open positions or vacancies in the same level or a lower level. Any employee covered by this contract currently holding a position at the College, for which their latest evaluation report is satisfactory, shall be considered qualified when applying for vacancies or new positions in the same or lower level. Operational position vacancy announcements shall be disseminated/posted for five (5) working days. These positions will be made known via the campus email and posted on the board located next to the Human Resource Office.

15.7 MERIT BONUS. A merit bonus of up to a maximum of five percent (5%) of an individual's annual salary may be awarded for meritorious service. Recommendations for this bonus must be documented by the employee's immediate supervisor and have approval of the administrator of the area in which the person works. Documentation must include specific services performed by the employee that are above the normal expectations of the employee's job, or the documentation must show that the employee performs the normal functions of the job in such a superior fashion that it is beneficial to the College. The merit bonus will be awarded in one (1) payment and will not become a part of the employee's base salary. No merit bonus award will be granted unless approved by the President and the Board of Trustees. Public acknowledgment of the recipient's award shall be made in an appropriate manner.

15.8 IN-SERVICE.

1. Operational Staff. College in-service programs for the Operational Staff as a group shall be planned by an in-service committee appointed by the administrator. The in-service committee shall have at least two (2) Association selected members. The committee shall plan all Operational Staff group service days and shall be chaired by the administrator or a designee. Committee meetings shall take place during the regular business days of the College. If a staff group service day is set when an employee is not scheduled to work during the meeting times, she/he shall be reimbursed for his or her regular rate of pay if the in-service training has been declared mandatory by the administrator.

2. Basis of Planning. Planning of in-service programs shall be based on the needs of the employees and the College.

3. Employee Wellness. Employees may take one (1) course or three (3) semester hours per term during normal working hours for courses approved as part of an employee wellness program. Part-time employees who are employed less than 30 hours per week will be granted a maximum of two (2) contact hours per week wellness time. Until a formal wellness program is developed by committee with at least one (1) LOSA representative, courses taught through the Community Health Education Complex (CHEC) are eligible by default. Employees will abide by all wellness program requirements. The employee must request and receive written approval from the immediate supervisor. The immediate supervisor will approve the requests to accommodate the flow of work necessary for the operation of the College in a proper manner.

15.9 SENIORITY.

1. Definition. Seniority shall be defined as the length of an employee's full time continuous service with the College in years, months, and days from his/her most recent first date of continuous service. An employee's seniority will not accrue during an unpaid leave of absence, but shall resume when an employee returns from leave. Seniority will not be affected or interrupted due to utilization of approved leaves of absence, vacations, or normal breaks in the contractual year.

2. Part Time Employees. Part-time employees shall accrue seniority on a pro-rata basis.

3. Ties in Seniority. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by the toss of a coin.

4. Use of Seniority for Vacancies. The College retains the right to hire the most qualified person whether they are present employees of the College or not. When the candidate's qualifications are equal, as determined, by the College, the person with the most seniority shall be given a preference. This management prerogative shall not be unreasonably applied.

15.10 JOB REVIEW APPEAL PROCESS. If a person who has been employed in that position for one (1) or more years believes that his/her job classification and/or salary grade placement is inappropriate, he/she may seek a reclassification through the Executive Director of Human Resources. If the employee is unsatisfied with the decision of the Executive Director, he/she (the employee) may forward their request

to the President (or his designee) who shall act on the determination. The President's decision shall be at his/her sole discretion, non-precedential, and is not subject to the grievance procedure.

ARTICLE XVI
PERSONNEL FILES

16.1 EMPLOYEE REVIEW. Employees and/or their Association representative if authorized by the employee shall have the right, upon request, to review the contents of their personnel file(s) pursuant to the Illinois Employees Records Act.

16.2 EMPLOYEE NOTIFICATION. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served upon the employee (the employee so noting receipt). After three (3) years from the date of a disciplinary action and if there has been no other disciplinary action taken whether related or not, the employee may make a written request to the Human Resources Office asking that the personnel file be reviewed to determine if it is possible to remove the disciplinary action, in whole or part, from the file. The College reserves the sole right to decide the appropriation action.

16.3 NON-JOB RELATED INFORMATION. Detrimental information concerning non-merit factors not related to performance of job duties shall not be placed in an employee's personnel file.

16.4 EMPLOYEE RESPONSE. If the employee disagrees with any information contained in her/his personnel record, a removal or correction of that information may be mutually agreed upon by the College and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's

position. The College shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the College shall not imply or create a presumption of the College's agreement with its content.

16.5 DISCLOSURE OF DISCIPLINARY ACTIONS. The College shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the College's organization, or to a party who is not a part of the Association representing the employee, without written notice.

The requirement for providing notice shall not apply if:

- a. the employee has specifically waived written notice as part of a written, signed employment application with another potential employer;
- b. disclosure is ordered to a party in a legal action or arbitration; or
- c. information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation.

16.6 FREEDOM OF INFORMATION ACT (FOIA). The College shall not disclose any documents considered "exempt" under the FOIA. The College will comply with the requirements and limitations of the FOIA statute as interpreted by College legal counsel.

ARTICLE XVII
GRIEVANCE PROCEDURE

17.1 GRIEVANCE.

A. A grievance is defined as any difference, complaint or dispute between the College and the Association or any employee regarding the application, meaning or interpretation of this Agreement.

B. Grievances may be processed by the Association on behalf of an employee or on behalf of a group of employees or itself setting forth the name(s) or group(s) or the employee(s). The Association may have the grievant or one (1) grievant representing a group grievance present at any step of the grievance procedure, and the employee is entitled to Association representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employee within that group.

17.2 GENERAL REQUIREMENT.

A. All grievances must be initiated no later than thirty (30) calendar days from the date the grievant became aware of the occurrence giving rise to the complaint. Waiver of the thirty (30) day requirement, at any time, by the College, shall not be considered the establishment of a past practice for any future grievances. Knowledge of the occurrence by the affected employee, or Association representative, is considered knowledge by the Association.

B. Any grievance beyond Step I, must be in writing, on a form approved by the College, and shall include the following:

1. The date of the alleged violation and the date when Step I was exercised.
2. Statement of facts upon which the grievance is based.
3. The provision(s) of the Agreement violated.
4. The remedy requested.
5. Initial list of persons known at the time the grievance is filed who have direct knowledge of the facts giving rise to the grievance. Unintentional mistakes made on the written grievance form shall not be deemed a waiver of the right to grieve the alleged occurrence.

C. The time at any point throughout the Grievance procedure for filing a grievance, appeal to the next higher step, or any response/decision may be extended by mutual agreement of the parties.

D. Any waiver by the College of the content requirements of a written grievance shall not be considered the establishment of a past practice for future grievances.

E. Nothing in this Agreement prevents an employee from presenting a grievance to the College and have the grievance heard and settled without intervention of the Association; provided that the Association is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the College and the Association.

17.3 GRIEVANCE STEPS.

Step I. Immediate Supervisor

An employee shall first present any such matters to the immediate supervisor. This must be done within fifteen (15) calendar days from the date that the

grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor must render his/her decision on the matter within fifteen (15) calendar days after the grievance is presented. In those circumstances where oral discussion with the first level supervisor who is physically not available would have adversely effected a timely submittal of the grievance, the grievance will be submitted to the second level without such discussion.

Step II. Administrator

If the matter is not satisfactorily resolved at Step I., the employee may submit the grievance in writing to the administrator of the College division in which he/she is employed within fifteen (15) calendar days from the receipt of the answer from Step I. or the date such answer was due, whichever is earliest. The administrator is to conduct a meeting with the grievant to review the facts and render his/her decision in writing to the employee and the Association within fifteen (15) calendar days after the meeting.

Step III. President

If the grievance still exists after exercising Step II., the employee may submit the grievance in writing to the President of the College. This must be done within fifteen (15) calendar days after receipt of the Step II. response or after Step II. is due, whichever is earliest. The President shall review the facts and render his/her decision in writing to the employee within fifteen (15) calendar days after receipt of the grievance. The President may, if he/she so chooses to do so, have a meeting with the grievant/Association to review the facts if he/she has determined that a meeting is necessary in order to render an appropriate decision. In the event a meeting takes

place with the President, a written decision shall be provided within fifteen (15) calendar days of that meeting.

Step IV. Board of Trustees

If the grievance is still unresolved, it may be presented by the Association and/or employee to the Board of Trustees in writing within fifteen (15) calendar days after receipt of the Step III. response or after Step III. is due, whichever is earliest. If the Board of Trustees, at its discretion, decides to review the grievance, the Board shall give its written answer within twenty-five (25) working days following the next regular Board meeting after the grievance has been submitted to the Secretary of the Board. The Board of Trustees, at its option, may call for a meeting with the grievant to review the facts, and then under those conditions, its decision shall be issued in writing to the employee and the Association within twenty-five (25) working days after the meeting.

Step V. Arbitration

A. If the Association or the grievant is not satisfied with the disposition of the grievance at Step IV., the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as administrator of the proceedings; such submission must occur within fifteen (15) calendar days of the Board of Trustees written decision, or within fifteen (15) calendar days that the written decision is due, whichever is earliest. By mutual agreement, the parties may request the Expedited Rules of the American Arbitration Association be used instead of the Voluntary Labor Arbitration Rules.

B. The College and the Association agree to attempt to arrive at a joint stipulation of facts and issues as outlined for the purpose of submission to the arbitrator.

C. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

D. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

E. The decision and award of the arbitrator shall be final and binding on the College, the Association and the employee or employees involved, except that either party is entitled to file an appeal pursuant to law.

F. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of the same.

17.4 ADVANCE GRIEVANCE STEP FILING. Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance procedure may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Association representative and the appropriate College representative at the step where it is desired to initiate the grievance.

17.5 NO REPRISALS CLAUSE. No reprisals shall be taken by the College or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

17.6 WITHDRAWAL OF GRIEVANCE. A grievance may be withdrawn any time prior to the completion of Step II. without establishing precedent, and will be deemed as to never having been filed.

17.7 FILING OF MATERIALS. All records related to a grievance shall be filed separately from the personnel files of the participants.

17.8 RELEASED TIME. If any investigatory proceedings should require that an employee or an Association representative be present, said employee will be released from her/his regular assignment; the employee and/or Association representative shall be released without loss of pay or benefits for the length of that meeting.

17.9 ASSOCIATION PARTICIPATION - EMPLOYEE REPRESENTED. The College acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

17.10 ASSOCIATION PARTICIPATION - EMPLOYEE NOT REPRESENTED. When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure. Any settlement reached when a member of the bargaining unit is not represented by the Association shall be consistent with the terms and conditions of the collective bargaining agreement and Board Policy. Within ten (10)

days of any settlement, the President of the Association will be furnished, in writing, all of the terms and conditions of the settlement.

ARTICLE XVIII
RETIREMENT BENEFITS

18.1 RETIREMENT ENHANCEMENT INCENTIVE. As per current Board Policy.

18.2 HEALTH INSURANCE FOR RETIRED EMPLOYEES. Retiring employees may continue to participate in the group health insurance plan after retirement in accordance with COBRA. Following the COBRA period, retirees participate in the College Insurance Program for Retirees administered by Illinois Central Management System (CMS).

Employees hired after July 1, 2005, who retire from active full-time employment at the College and have been employed full-time for twenty (20) years, or employees 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 retirees' College Insurance Program and the John A. Logan College insurance plan. No reimbursement will occur unless the retiree's cost is higher than the current employees' share of comparable coverage under the John A. Logan College plan. Employees ineligible for participation in the College Insurance Program due SURS benefit plan selection, but who 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 hired after January 1, 2013 are ineligible for premium reimbursement.

Employees currently retired shall continue to have coverage under the same conditions as currently exist. Upon eligibility for Medicare benefits or other future healthcare programs for eligible retirees, retirees must sign up for such coverage to cause their retiree plan to become secondary coverage. Failure to do so will result in the retiree being solely responsible for any additional increase to the cost of insurance coverage. The College will not take into consideration premiums paid for programs other than the College Insurance Program for community college retirees when calculating potential reimbursement.

18.3 TUITION WAIVERS. Employees who retire from active full-time employment at the College and have been employed full-time for ten (10) years or more are eligible for tuition waivers in accordance with Board Policy 7370.

18.4 EMERITUS STATUS. The designation of Emeritus status will be provided to all retirees of John A. Logan College as per Board Policy 5142. The following privileges will be extended to all Emeritus staff:

1. To be informed of major College activities and functions that would be of interest to Emeritus staff.
2. To provide free access to and use of the College library and aerobic center.
3. To be invited to all future retirement dinners.
4. To provide other benefits that may be desirable and feasible as determined by the Board of Trustees or the administration.

ARTICLE XIX
EFFECT OF AGREEMENT

19.1 INDIVIDUAL CONTRACTS. There shall be no individually bargained contracts. Any temporary or emergency position created with the expectancy that it will last for more than two (2) consecutive calendar quarters during a calendar year shall be subject to the requirements of bargaining in accordance with Section 2.3 of this Agreement. No such temporary or emergency position shall be created which will cause the termination of any regular full-time or part-time employee in the bargaining unit.

19.2 CONTRACT VS. BOARD POLICY. The specific terms of this Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

19.3 SAVINGS CLAUSE. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

19.4 BARGAINING NOTIFICATION. The parties shall commence bargaining for a successor agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

19.5 CONTRACTUAL AMENDMENTS. The parties may modify or amend this agreement only by mutual consent or through mid-term bargaining rights. Such changes shall be reduced to writing, ratified and signed by the parties, and become an amendment to this contract and considered a part of this agreement.

19.6 NO STRIKE/NO LOCKOUT. The Association agrees that for the duration of this Agreement it will not engage in a strike, work stoppage, or slow down of any kind. The Board agrees that for the duration of this Agreement it will not engage in a lockout of employees.

ARTICLE XX
COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogatives.

ARTICLE XXI
DURATION

This Agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the ending date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall, unless mutually agreed otherwise, begin not later than sixty (60) days prior to the ending date.

John A. Logan College
Operational Staff Association

John A. Logan College

By: Beth Hanna
Chairperson, Negotiating Team

By: Kirk E. Overstreet, Ph.D.
Dr. Kirk Overstreet, President

By: Tracie Zoller
Negotiating Committee Member

By: William J. Kilquist
William J. Kilquist, Chair
Board of Trustees

By: Dawn Clendenen
Negotiating Committee Member

By: Jake Rendleman
Jake Rendleman, Secretary
Board of Trustees

Date: 6-28-2021

Date: 6-28-2021