

AGREEMENT

2018 - 2022

Between the Board of Community College District No. 524,
County of Cook and State of Illinois
and the

Moraine Valley Support Staff Association

A Chapter of the
Cook County College Teachers Union



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Support Staff Agreement 2018-2022

PREAMBLE

THIS AGREEMENT covering compensation, hours, and working conditions is entered into by and between the Board of Community College District No. 524, County of Cook and State of Illinois, hereinafter referred to as the "Board" and the Moraine Valley Community College Support Staff Association, a chapter of the Cook County College Teachers Union, hereinafter referred to as the "Association" as the exclusive collective bargaining agent to the bargaining unit as defined in Section 1.3.

WHEREAS, it is the desire and intent of the parties to seek orderly adjustment of differences that may arise between them and,

WHEREAS, the purpose of this agreement is to promote harmony and efficiency in the working relationships between the parties so that the employee, the college and the public may be benefited,

NOW, therefore, the parties agree as follows:

ARTICLE 1.0 - RECOGNITIONS

SECTION 1.1 - DEFINITIONS

1.1-1 **Agreement.** The term "Agreement" shall mean this current collective bargaining Agreement between the Board and the Association.

1.1-2 **Board.** The term "Board" in addition to meaning the Board of Community College District No. 524, County of Cook and State of Illinois, shall also mean any administrators, supervisors and agents the Board may so designate.

1.1-3 **College.** The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

1.1-4 **Employment Status.**

FULL-TIME EMPLOYEES: A unit member who works regularly scheduled hours of 2080 hours per year, exclusive of overtime.

PART-TIME EMPLOYEES: A unit member who works regularly scheduled hours of at least 832 hours per year, exclusive of overtime and who enjoys all benefits of the contract except as specified herein.

CASUAL (OR, ON-CALL): Employees who work on an as-needed basis - i.e., Office Pool, Auxiliary, etc. - ineligible for all benefits, except as provided for by law (Worker's Compensation).

TEMPORARY: Employees who are hired for a specific period or specific project, such as a grant funded project, not to exceed one calendar year - ineligible for all benefits, except as provided for by law (Worker's Compensation).

STUDENT EMPLOYEES: Student employees who work on an as-needed basis and are subject to policy and procedures of the student aide program - ineligible for all benefits, except as provided for by law (Worker's Compensation).

1.1-5 **Association.** The term "Association" refers to the Moraine Valley Community College Support Staff Association, a chapter of the Cook County College Teachers Union, AFT Local 1600.

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SECTION 1.2 - NON-DISCRIMINATION

Neither the Board nor the Association shall discriminate against any employee on the basis of sex, race, color, creed, marital status, parental status, age, national origin or Association activity.

In its employment practices the Board continually seeks to employ and promote the best qualified individuals while endorsing the principles of affirmative action and all federal and state laws regarding equal employment opportunity.

The Board and the Association also agree not to interfere with the right of any employee covered by this agreement to become or not to become a member of the Association and that there shall be no discrimination against any employees because of Association membership or non-membership.

1.2-1 Sexual Harassment

Sexual harassment is illegal under both state and federal law. In some cases, it may be subject to prosecution under the criminal sexual conduct law.

In support and implementation of the law, and in an effort to provide an employment environment free from condoned harassment, Moraine Valley Community College agrees that no member of the college community including employees and students may be sexually harassed. Any employee or student will be subject to disciplinary action for sexual harassment.

Unwelcome request for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual;
3. Has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.

An employee shall report claims of sexual harassment to the director of human resources. The director of human resources shall investigate such allegations and shall report all findings and the appropriate remedy to the president of the college.

Prompt remedial action shall be taken upon determination that sexual harassment has occurred. If the complaint is among two bargaining unit members, the director of human resources shall notify the president of the support staff association.

SECTION 1.3 - REPRESENTATION

1.3-1 Board Representative

The Board, pursuant to its obligation under the Illinois Educational Labor Relations Act, recognizes the Association as the sole and exclusive bargaining representative for its employees as described in the certification issued by the Illinois Educational Labor Relations Board Case No. 84-0222, dated June 28, 1984 and as it may be amended in the future with respect to title additions, deletions, or changes.

Whenever the Board creates new, changes or abolishes existing classifications and titles that are within the bargaining unit as recognized, the College shall notify the Association. The Board shall provide said notification

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to the Association ten (10) days in advance. Title, status and classification additions, changes or deletions are not to be used for the purpose of eroding eligibility of membership in the Association.

The Board recognizes the integrity of the bargaining unit and shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions. Nor shall the Board negotiate with employees over their hours, wages and working conditions, except as provided herein.

This recognition shall not preclude the Board or any administrator from meeting with any member of the Association, or any committee or group established by the Board which includes members of said Association provided that no matters covered in this agreement may be changed except through negotiation and agreement with the Association.

1.3-2 Association Representative

The Association recognizes the Board of Trustees as the duly elected representatives of the People and agrees to negotiate exclusively with the Board's representative in conformance with all laws and further agrees that it, its members and agents shall not negotiate with any member of the Board of Trustees and/or members of the staff not so designated by the Board.

ARTICLE 2.0 - COLLEGE & ASSOCIATION RELATIONSHIPS

SECTION 2.1 - MANAGEMENT RIGHTS

The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the college district conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, subject to the terms of this agreement, including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the college district and its properties and facilities and the activities of its employees as related to the conduct of college affairs.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion and layoff; and to promote, assign, and transfer all such employees.
3. To direct and control the work of its employees, establish reasonable and equally enforced work rules and regulations, determine the time and hours of operation and when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.
4. To establish, change, combine or abolish job classifications and the job content of any classifications.
5. To establish educational policies, goals and objectives based upon the Board's mission; to insure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
6. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue; and take action on any matter in the event of an emergency.
7. To delegate authority through recognized administrative channels and it is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff.

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2.1-1 Board 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and other authority under the Illinois Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.2-1 Fair Share

The Association will represent all of the employees eligible for membership in the bargaining unit, members and non-members, fairly and equally.

Employees covered by this Agreement from day one of employment shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration, the pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the Association, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 2.2-2.

The Association shall not represent any employee dismissed pursuant to Section 5.2–Probationary Employees.

Should any employee object to paying a fair share fee to the Association on the basis of religious beliefs and tenets as allowed by Public Law 83-1014, Section II, an amount equal to the employee's fair share shall be paid to the Moraine Valley Community College Foundation or to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Association shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Association on a monthly basis. It shall be the sole responsibility of the Association to monitor and insure compliance of those employees who may elect to make such payments directly to a designated organization.

2.2-2 Voluntary Dues Checkoff

Upon receipt of voluntary authorization in writing by an employee covered by this Agreement, the Board will deduct from the employee's wages the required amount of monthly Association dues. These deductions will be designated to the Board in writing. Such deductions shall be made each pay period and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. (Base pay shall be determined on the basis of the employee's regularly scheduled shift.) Dues revocation are processed by the union. In the event that an employee revokes their dues in accordance with the terms in which they authorized the dues deduction, the Union will notify the employer after the close of the revocation window.

The Association may change the method or amount of said deductions upon written notice to the College by the Treasurer of the Cook County College Teachers Union. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who

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had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association no later than seven (7) days after such deductions were made.

Whenever an employee takes a leave of absence and is dropped from dues deduction, upon return to the job, the employee will be automatically reinstated on dues deduction, unless the employee at the time of reinstatement specifically rescinds the dues check off and initiates fair share deductions.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board under this section or Section 2.2-1.

2.2-2-1 COPE

Upon receipt of a voluntary written authorization from a support staff member covered by this agreement, the board will deduct from the support staff member's wages a deduction for the Cook County College Teacher's Union - committee on political education (CCCTU-COPE). Upon receipt of a voluntary written authorization from a support staff member covered by this agreement, served upon the board and the association, the board will, on the date thereof, cease to deduct such COPE contributions from that support staff member's wages.

The Board further agrees to remit to the treasurer of the CCCTU-COPE, in a timely manner, such deductions made pursuant to this section together with an itemized statement indicating the name of each support staff member from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 2.2-3 - USE OF FACILITIES AND SERVICES

2.2-3-1 Use of Facilities and Equipment

The Board shall permit the Association to use the facilities of the College for the purpose of Association meetings and shall be in accordance with the rules and procedures of the Board.

The Association shall be allowed the use of equipment of the College including typewriters, photocopiers, audio-visual equipment, and computer equipment. The Association agrees that its use of facilities shall be restricted to such time that do not preempt the use of requested facilities and equipment for instructional purposes or usage by students or the College. The Association shall pay for the use of paper and supplies required by various duplication or reproduction processes at costs determined by the Board.

The Association agrees to leave college buildings and equipment in the condition found, free of damage or loss other than damage resulting from normal wear and tear.

Bulletin board space shall be made available to the Association for keeping members of the bargaining unit informed of Association activities. Space and time limitations may be invoked if necessary in accordance with Board (College) policy.

2.2-3-2 Distribution of Association Material

The Association may distribute Association literature on College property, provided there is no interference with College operations.

2.2-3-3 Access to Bargaining Unit Employees

The Board agrees that designated Association officials will have access to bargaining unit employees. The Association agrees not to interfere with the employee's normal duties.

2.2-3-4 Association Meetings

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The Association shall have the right to schedule a general meeting once each month from 12 NOON TO 1:00 P.M. The day of the week shall remain fixed for the period of July 1 through June 30. The Association shall furnish advance notice, no later than June 1, of the scheduled meeting day to the Director of Human Resources. Every support staff employee eligible for membership in the Association, subject to the needs of the College, shall be free to attend such meetings without pay. The date of the Association's general meeting shall appear on all calendars distributed throughout the College. Employees scheduled to work during said meetings shall give reasonable notice to their supervisors.

The Executive Committee shall have the right to meet without pay once each week at 5:00 p.m., to conduct the normal business of the Association. The day of the week shall remain fixed for the period of July 1 through June 30. The Association shall furnish advance notice, no later than June 1, of the scheduled meeting day to the Director of Human Resources. Such employees scheduled to work during said meetings shall give forty-eight (48) hours notice to their supervisors.

However, the parties agree that special circumstances may arise which would require a business meeting during working hours. Therefore, upon mutual agreement between the Association and the President of the College or his designee, a special business meeting may be scheduled during working hours with a reasonable amount of unpaid time off for attendance.

SECTION 2.2-4 - LIST OF OFFICERS

The Association shall keep the Board, the President and Director of Human Resources supplied with an up-to-date list of Association officers, and designated officials.

SECTION 2.2-5 - BOARD MEETINGS

The chair of the Association or his/her designee shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the chair of the Board, provided that he/she has made the request prior to the time the agenda has been prepared and has identified the subject(s) on which he/she desires to speak. Collective bargaining shall not be conducted and grievances shall not be discussed.

Members of the Association may attend Board meetings to the same extent as any member of the public who lives in the district, and may address the Board, as any member of the public, following accepted Board policy and procedure. Collective bargaining shall not be conducted and grievances shall not be discussed.

The Association shall be supplied a copy of the agenda and a date of any regular or special meeting (including study session) of the Board, at the time the agenda is distributed to the Board, with sufficient information thereon to know the subjects to be discussed at the Board meeting. The President shall make available to the chairperson of the Association or his/her designee, at the beginning of the Board meeting, additional Board reports, including recommendations of the President and the minutes of the last meeting to the extent such material is available to the general public at the meeting. The same courtesies shall be extended by the Association to the Board. The Association shall send copies of published minutes and newsletters to the President or designee.

SECTION 2.2-6 - BOARD POLICY AND COLLEGE RECORDS

One copy of the Board's Official Policies, Regulations, and By-Laws Manual and all subsequent additions, deletions, and amendments shall be provided to the Association Secretary for use by the Association.

The Board shall make available to the Association upon its request those public records which are relevant to negotiations or the enforcement of this Agreement. Such requests shall be in accordance with and governed by established Board policy instituted in compliance with the Illinois Freedom of Information Act (P.A. 83-1013).

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SECTION 2.2-7 - ASSOCIATION LEAVES WITH/WITHOUT PAY

2.2-7-1 Participation in College Meetings

Employees may be granted paid time off during their scheduled working hours to attend employee relations (Labor-Management) oriented meetings, for example, the President's Cabinet meeting, or if selected, as a member of a college committee or task force approved by the Board.

The Association agrees to encourage and recruit its members to participate in college meetings (as described above) in order to promote input and feedback from all its members.

Requests for such leaves shall be submitted to the supervisors as early as reasonably practicable. Such requests shall be granted unless the leave would unreasonably interfere with work requirements or efficient operation of the College.

2.2-7-2 Association Business

The Board agrees that Association officials will have access to bargaining unit employees. The Association agrees not to interfere with the employee's normal duties.

The Board agrees to grant a designated member(s) of the Association one (1) hour per day plus one (1) additional hour per week, without loss of earnings, to handle Association matters. This time granted may be used in conjunction with the member(s)' lunch break time, however, in any event a regular schedule shall be established each semester.

This time granted shall be used during the employee's scheduled shift and shall not be cumulative from week to week with the exception of up to eight (8) hours per month, which may be used for off campus union activities. The employees shall notify his/her immediate supervisor(s) of the date and time of release time prior to the week in which it is to be taken.

Employees shall be granted paid time off during their scheduled working hours if they are required to attend as a grievant or representative at a scheduled hearing/meeting with management, held in accordance with Section 6.2 contained herein.

Requests for such time off shall be submitted to the supervisor upon notification of a scheduled meeting or if a non-scheduled meeting as early as reasonably practicable.

Five (5) authorized bargaining unit members of the MVCCSSA negotiating team shall be released from their duties with no loss in compensation when negotiating sessions are scheduled during the hours that a team member is scheduled to work.

There shall be no other compensation of any kind paid team members other than compensation for regular, scheduled work duties missed during scheduled meetings by and between the parties. No paid released time shall be used or granted MVCCSSA members for negotiation preparation.

2.2-7-3 House of Representative Meetings

The Board shall grant unpaid leaves of absence to the chair of the Association and the Chapter's elected delegates to the Association's House of Representatives at 2:00 p.m., on the third Friday during the months of January, March, May, July, September, and November to attend Local 1600's House of Representative meetings.

Said Association members shall inform their supervisor(s) in writing at least five (5) days in advance of the time off so that proper coverage of their job duties can be provided.

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2.2-7-4 Annual Convention Leave

Up to two members who have been elected by the Association as official delegates to the Annual IFT and Biennial AFT Conventions, if necessitated by convention dates, shall be granted leaves of absence without pay.

Said Association members shall inform their supervisor(s) in writing at least ten (10) days in advance of the time off so that proper coverage of their job duties can be provided.

If circumstances arise such that additional delegates are required to attend, the Association may request that up to two (2) additional delegates be granted convention leaves. Such requests shall be submitted in writing at least thirty (30) days in advance to the Director of Human Resources. Such requests for those additional delegates shall be granted unless the leave would interfere with work requirements or efficient operation of the college.

2.2-7-5 Workshops and Seminars

Up to two members of the support staff will be granted unpaid leaves to attend workshops or seminars which may be conducted by LOCAL 1600 or IFT.

Said Association members shall inform their supervisor(s) in writing at least ten (10) days in advance of the time off so that proper coverage of their job duties can be provided.

However, vacation time may be used in accordance with Article 4.0.

If circumstances arise such that additional Association members are required to attend, the Association may request that up to two (2) additional members be granted workshop and seminar leave. Such requests shall be submitted at least ten (10) days in advance to the Director of Human Resources.

Such requests for those additional members shall be granted unless the leave would interfere with work requirements or efficient operation of the college.

2.2-7-6 Association Staff Development Days

The Association shall participate in two (2) staff development days per year, in the fall and spring semesters. The dates shall be the same as the faculty staff development days. The Association will participate in the fall program as directed by the College.

The Association shall have the right to conduct the staff development day program in the spring semester for all bargaining unit support staff employees. The content shall be subject to the approval of the President or Designee. Approval shall be given to the Association in writing within five (5) days of receiving the proposed agenda. The College will provide for the costs for speakers, food, and other expenses related to the afternoon spring program up to a limit of \$2,000.

Part-time bargaining unit employees shall have the right to attend the full-day programs in the fall and spring semesters. Part-time employees who attend the program will be paid for the hours they attend at their regular rate of pay.

SECTION 2.3 - NON-INTERRUPTION OF WORK

During the term of this Agreement, neither the MVCCSSA nor any employee shall engage in or encourage, sanction, or condone any strike, slowdown, concerted stoppage of work or other action which interrupts or interferes with the operations of the College.

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In the event that any employee or group of employees covered by this Agreement shall, participate or engage in any of the activities herein prohibited, the MVCCSSA agrees, immediately upon being notified by the College (Board), to direct such employees or group of employees to cease such activity and resume work at once.

Any employee(s) who violate the provision of this section may be disciplined by the Board (College).

ARTICLE 3.0 - WORKING CONDITIONS

SECTION 3.1 - WORK ASSIGNMENTS

It is agreed that each employee shall perform all the duties of his/her classification. Assignments may be made outside the regular classification of the employee from time to time as college needs require, providing such duties are within the level of skill of the employee. It is understood that such assignment (temporary transfers) shall not be for more than two (2) months and shall not be applied in an arbitrary or discriminatory manner nor shall they be used to circumvent the intent of the job posting and job application provisions of this agreement. Transfers of a set duration shall be made only after a meeting between the employee involved and the supervisor, at which time the employee shall be notified of the reason(s) for the transfer. Notification of such transfers shall be made to the Association.

3.1-1 Job Classifications

Whenever the Board creates new or changes existing classifications and titles that are within the bargaining unit as recognized, the Board shall prepare and submit to the Association a description and salary range of any position determined in accordance with the certification issued by the Illinois Educational Labor Relations Board Case No. 84-0222, dated June 28, 1984 and Section 1.1-4, Employment Status, of this agreement to be within the unit.

It is understood that position descriptions are intended only to identify the basic duties, responsibilities and requirements of each job classification and title. The phrase "other duties as assigned" in the position description shall be replaced with the phrase "other job related duties as assigned".

Employees shall receive a copy of their position description at their date of hire, promotion or reclassification.

Copies of all position descriptions shall be kept on file in the Human Resources Office and other locations at the College for the information of all employees and can be obtained upon request from the Human Resources Office.

3.1-1-1 Abolition of a Job Classification

The Board shall notify and discuss with the Association the effects of the abolition of any job classification(s) within the bargaining unit under this Agreement.

3.1-2 Job Evaluation and Classification Review Process

The premise upon which the Job Evaluation and Classification Review Process is founded is that the organization as well as job content, job duties and job responsibilities can change over time. These changes may increase or decrease job content, job duties or job responsibilities.

The Job Evaluation and Classification Review, which utilizes a uniform job evaluation system, is designed as an orderly system of adapting to the changing work environment.

3.1-2-1 Right of Review

1. An individual employee may request a review of his/her job description and job classification if the employee believes that his/her job differs substantially from

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that of others holding the same job title.

2. An individual employee, being the sole individual within a particular job title or job classification, may request a review of his/her job description and job classification if the employee believes his/her position is improperly classified.
3. If a review is requested for an entire job classification, seventy-five (75%) percent of the individuals in the classification must sign the requested review.
4. Reviews (appeals) can be made only once per year and can be submitted by March 31, for Board approval in June. Only one job reclassification shall be allowed during the term of this contract for any position.

3.1-2-2 Review Process

A detailed rationale must be included with the individual employee or group of employee's request for review. The rationale and request shall be submitted in writing to the Director of Human Resources, who shall convene a meeting of the Job Evaluation Review Committee within fifteen (15) working days. If in the course of a grade appeal the Director of Human Resources determines that a grade appeal should be viewed as a request for promotion, the Director shall forward the request to the President. The President will review the recommendation from the Director and either recommend the promotion to the Board of Trustees or veto the recommendation.

When the rationale is submitted to the Job Evaluation Review Committee, the Committee will conduct a formal job evaluation and, using a Uniform Job Evaluation System, market review, and based upon the results, determine whether or not a change is warranted. It can either approve the rationale or veto the request in which case the request goes no further. It must be stated that the evaluation can reflect an increase or decrease within the factors which comprise the review rating system. Upon completion of the evaluation process, and if it is determined that there is indeed a change in market review and labor grade, the Committee will forward the request and rationale to the President for approval. The Committee has forty-five (45) working days to act. If in the course of a grade appeal the Review committee determines that a grade appeal should be viewed as a request for a promotion, the review committee shall submit the request to the President.

The President will review the recommendation from the committee and either recommend that the grade change or promotion be made to the Board of Trustees or veto the recommendation. The President has fifteen (15) working days in which to act. If the Board of Trustees approves the recommended change, the grade change will be implemented immediately.

3.1-2-3 Job Evaluation Review Committee

The Job Evaluation Review Committee shall be comprised of the following individuals:

1. Director of Human Resources
2. A designee of the Association
3. Vice President of Administrative Services & College Facilities or designee

Both the college and the Association shall be allowed one resource person at the review committee meeting. The resource persons shall not be voting members of the committee.

SECTION 3.1-3 - JOB CHANGES

3.1-3-1 Upgrade

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For an employee or group of employees who request a job evaluation and reclassification review (market review), the following shall apply:

1. If the results of the market review upon the completion of a job evaluation show a difference of greater than 15% from the market median, the position shall remain in the same pay grade and the employee shall receive an eighty five (85) cent per hour increase.
2. If the results of the market review upon the completion of a job evaluation show a difference of greater than 20% from the market median, then the position shall move one pay grade and the employee shall receive a one dollar and ten (\$1.10) cent per hour increase.
3. If the results of the market review upon the completion of a job evaluation show a difference of greater than 25% from the market median, then the position shall move two pay grades and the employee shall receive a one dollar and forty (\$1.40) cent per hour increase.
4. Under no circumstances shall the combined annual increase and market adjustment be greater than 5.25% in any fiscal year.

3.1-3-2 Lateral

A lateral move is defined as a change from one job title to another job title within the same labor grade and salary range. An employee who accepts a lateral move shall not receive any increase/decrease in wages at the time of such move and shall be governed by the salary range of the labor grade.

3.1-3-3 Downgrade

In the case of an employee who as a result of the job evaluation review process or who accepts a voluntary reduction in classification (bids downward) moves to a lower labor grade, the employee's wage rate shall be governed by the salary range of the new classification.

3.1-4 Promotion

An employee who receives a promotion and moves up one pay grade, shall be entitled to the minimum of the job classification labor grade or shall receive an eighty-five (85) cent per hour increase, whichever is greater. An employee who moves up two pay grades shall be entitled to the minimum of the new job classification labor grade or shall receive a one dollar and ten (\$1.10) cent per hour increase, whichever is greater. An employee who moves up three or more pay grades shall be entitled to the minimum of the new job classification labor grade or shall receive a one dollar and forty (\$1.40) cent per hour increase, whichever is greater.

A promotion occurs when:

- a) a classified employee bids on a vacant position and moves to a higher grade;
- b) an employee requests a market review of his/her job and as a result of the market review the Director of Human Resources and the review committee decide that the employee should be recommended for promotion to a different job title in a higher classification, the review committee shall submit the request to the President. (Example: A clerk typist actually performs the duties of a departmental assistant).

SECTION 3.2 - WORKWEEK - WORKDAY

The workweek for the purposes of the payroll system will be from 12:01 a.m. Sunday to 12 midnight on Saturday.

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3.2-1 Normal Workweek

The normal College full-time workweek shall be five (5) consecutive days. On four days of the workweek the employee shall work eight hours and fifteen minutes. On the fifth day the employee shall work eight hours. During the college's break weeks when students are not present, employees shall work eight hours. Employees do not work the Friday of Spring Break week.

The normal College full-time workweek for bargaining unit employees in the police department shall be five (5) consecutive days of eight (8) hours in duration.

3.2-2 Summer Workweek

For eleven weeks during the summer, the normal workweek will consist of five consecutive days. On four days of the workweek, the employee shall work eight hours. On the fifth day, the employee shall work the first four hours of the employee's normal shift.

The police department shall not participate in the 4-1/2 day schedule in the summer and shall maintain a 40-hour workweek throughout the entire calendar year.

3.2-3 Breaks

All employees working at least eight (8) consecutive hours shall receive one unpaid thirty (30) minute break for lunch.

All employees working at least eight (8) consecutive hours, shall receive, without loss of earnings, a fifteen (15) minute break in the first four (4) hours of the employee's scheduled day and a fifteen (15) minute break in the second four (4) hours of the employee's scheduled day. In such situations where the employee requests and it does not impede the efficient operation of the College and upon the approval of the supervisor, such break periods may be taken in conjunction with the thirty minute lunch break.

Part-time employees for each four (4) consecutive hours worked, shall receive, without loss of earnings, a fifteen (15) minute break.

Bargaining unit members in the police department recognize that they may be called upon to perform work during their designated meal and rest periods. The College will endeavor to minimize interruptions to meal and rest periods.

3.2-4 Overtime

In regard to overtime, the supervisor will attempt to notify the employee involved as early as practical.

Available overtime shall be distributed and rotated as equally as is possible among bargaining unit employees within the same job classification in the same department. Refusal of voluntary overtime opportunity shall be charged to the individual with respect to the departmental rotational order.

After reasonable efforts have been made to obtain volunteers from qualified employees, with respect to rotational order, and if no one accepts the overtime opportunity, then that overtime assignment shall be made mandatory with respect to the departmental rotational order.

Once an employee is informed that no volunteer can be found to accept an overtime assignment, and that the assignment is mandatory, the employee may be assigned the mandatory overtime. Refusal to accept an overtime assignment made mandatory may result in disciplinary action, subject to the provisions of the negotiated agreement.

The Board and the Association agree that authorized overtime shall be paid as follows:

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- (A) For all hours worked in excess of forty-one (41) hours in a workweek or 36 hours during the summer schedule, time and one-half (1.5) of the employee's straight-time hourly rate. For those unable to participate in the summer schedule, overtime shall be in excess of forty (40) hours in a workweek.
- (B) For all hours worked in excess of eight hours fifteen minutes (8.25 hours) in a workday, time and one-half (1.5) of the employee's straight-time hourly rate, except for those not participating in the summer work schedule, which shall be for hours worked in excess of eight (8) hours in a workday.
- (C) For all hours worked in excess of forty (40) hours in a workweek during semester break weeks when employees work eight (8) hours per day.

Any employee on overtime shall be entitled to a fifteen (15) minute break with each three (3) consecutive hours of overtime work, without loss of earnings.

3.2-5 Normal hours

The normal hours of work for full-time and part-time employees may begin on any day of the week and at any hour of the day.

Changes in the work schedule within a job classification and same status (full-time/part-time) within a specific department of the College shall be done on the basis of seniority.

The Board shall notify the Association in advance of all such permanent changes.

Nothing in this Section 3.2 shall be construed as a guarantee of hours to be worked per day or per week, except as otherwise provided herein.

Bargaining unit part-time employees who are unable to work their regular shift when the college closes early during semester breaks shall have the following options with regard to their work schedule:

- The employee may use earned vacation and/or personal hours in order to receive pay for his/her time off.
- The employee may work daytime hours during those weeks. The number of hours worked may not exceed the employee's normal scheduled number of hours without authorization of his/her supervisor.
- The employee may take the time off without pay.

3.2-6 Report-in, Call-in Pay

A. Report-In Pay

Employees who report in for work on their scheduled work shift without having been previously notified by the College not to report shall be guaranteed three (3) hours of work or pay at their applicable regular hourly rate.

This provision shall not apply in cases of disciplinary suspension or discharge, or where the failure to provide work results from work stoppages, fires, storms, floods, power failure, or other conditions beyond the control of the Board.

B. Call-In Pay

Employees who are called into work by the College outside of their regular work shift shall be guaranteed three (3) hours of work and/or pay at the applicable hourly rate; provided, however, that such guarantee shall not apply where an employee is called into work in advance of his/her regularly scheduled starting time and is to continue working into his/her regularly scheduled shift; provided, further, that an employee called in prior to his regular scheduled shift shall be permitted to work to the end of such regular scheduled shift.

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3.2-7 Shift Differential

Employees whose normal shift begins at or after 3:30 PM and ends on or before 4:00 AM shall receive a shift premium of sixty (60) cents per hour.

All full-time support staff whose regular work shifts begin at or after 1:00 PM and work more than 50% of their hours after 3:30 PM will be paid shift differential pay for all of their hours worked.

The shift differential shall become effective the Monday of the first complete payroll period following the complete execution of the Agreement by both parties.

3.2-8 Stand-by Pay

Participation in this program shall be voluntary. An employee who is placed on stand-by shall receive \$1.00 per hour unless called to work. An employee who is called in to work at the college shall receive pay in accordance with Section 3.2-6B (Call-in Pay). An employee who is called to perform work from home shall receive pay for the time worked or one hour, whichever is greater, in accordance with Section 3.2-4 (Overtime). If called in to work, the employee should be able to reach the college within forty-five (45) minutes. Employees on stand-by status shall notify the appropriate supervisor of the telephone number or numbers where the employee may be reached. The college may require employees on stand-by to carry and use pagers or cell phones supplied for by the college. Where necessary, the college will provide computer access.

The department shall maintain a list of employees eligible for stand-by. Stand-by shall be rotated as equally as possible among eligible employees within the same department. Employees may be required to have certain equipment and the capability to work from home.

After reasonable efforts have been made to obtain volunteers from qualified employees, and if no one accepts the stand-by opportunity, then that stand-by assignment shall be made mandatory with respect to the stand-by rotational order. If no one accepts the stand-by opportunity due to equipment requirements, then the college will provide the equipment as necessary.

Failure to respond to the call to return to work or to carry the required pager shall subject the employee to progressive discipline.

3.2-9 Emergency Closing

In the event the President or designee determines that it is necessary to close the college or a particular building location due to inclement weather or other emergency situations, employees who are required to remain at, or report to, work shall be paid at their regular hourly rate for all hours actually worked in addition to being paid for the closed building day. Hours worked over eight hours will be paid at the overtime rate of 1.5 in addition to their regular pay. Closure at one facility does not necessarily mean closure at all facilities.

SECTION 3.3 - WORK RULES AND REGULATIONS

3.3 Work Rules and Regulations

The Board shall establish reasonable and equally enforced work rules and regulations.

A copy of the established work rules and regulations, including new and changed rules, will be posted and given to employees before said rules take effect. Any new or changed work rules shall be posted for five (5) work days before the rule(s) takes effect. However, the Board retains the right to implement work rules without posting when such action is required to protect lives or property, to insure maintenance of order or when the health and welfare of students or other staff are endangered.

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It is understood that any such work rules or regulations shall not violate nor supersede the provisions of the negotiated agreement.

Within the five (5) day posting period, upon receiving notice from the Association, the Board shall meet with the Association and discuss the effects of any change in work rules.

3.3-1 Discipline

The college agrees with the concept of progressive discipline. Discipline shall be for just cause and performed in a timely manner. Disciplinary action or measures shall include the following progressive steps:

1. Oral warning
2. Written reprimand
3. Suspension
4. Discharge

The oral warning shall be delivered to the employee by the supervisor with a representative of the Association present if such representation is requested by the employee. The supervisor shall draft a memorandum of oral warning and send it to the Office of Human Resources for placement in the official personnel file. A copy of the memorandum shall be provided to the staff member. If no related incidents occur, the oral warning shall be removed from the employee's file in 12 months from the date the incident occurred.

At the request of the employee, a written warning may be removed from the employee's file 48 months from the date the incident occurred with approval from the appropriate vice president if no related incidents occur and no other written warnings are present in the employee's official personnel file.

If a staff member is called by an administrator or supervisor to a disciplinary conference where the staff member receives a written warning or suspension, the staff member upon request, may have an Association representative present. If the staff member requests an Association representative be present during the disciplinary conference, any disciplinary conference shall be suspended up to two (2) work days, or at a time agreeable to both parties.

The college shall schedule a pre-disciplinary meeting with the employee and the Association prior to issuing disciplinary action involving suspension or termination. The college shall furnish the employee and the Association in writing a statement of the reasons for such action. However, the college retains the right to suspend or terminate an employee without warning when such action is required to protect lives or property, to insure maintenance of order, or when the health and welfare of students or other staff are endangered by the continued presence of the individual(s).

SECTION 3.4 - VACANCIES

3.4-1 Job Posting

All new positions or replacements for an existing position covered by this Agreement shall be posted in each department of the College for five (5) working days.

3.4-2 Right to Bid

An employee seeking to be considered for appointment to a posted vacancy shall make application to the Director of Human Resources on or before the specified closing date of the posting. Seniority will be considered for posted positions if internal applicants have equal qualifications. In filling a vacant position, qualified employees who are able to perform the required work or are performing the required work will be given preference and priority over any outside applicant, but only if that employee is at least relatively equal in qualifications, ability, and physical fitness, where applicable, to the other applicants. The determination of the qualifications for any job shall rest with the college subject to the grievance procedure set forth in this

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Employees who make application for consideration for a posted position shall be scheduled for an interview provided they meet the qualifications and specifications as stated in the job description. The Board shall not discourage any individual from applying for any position.

3.4-3 New Employees

The Board shall notify the Association within five (5) working days of any hiring of employees covered by this Agreement. The employees' name, seniority date, job classification, and department shall be provided to the Association.

The Board shall notify the Association within five (5) working days of any change in an employee's classification as a result of the job posting and job bidding provisions contained herein.

SECTION 3.5 - EMPLOYEE INFORMATION

A handbook will be provided to new employees on their starting dates. The handbook is intended to provide information to the employees relevant to their employment at Moraine Valley Community College.

Employees shall be provided with the appropriate written information regarding hospitalization/medical insurance, life insurance, retirement plan, and Association contract.

SECTION 3.6 - PERFORMANCE APPRAISALS

An employee's performance shall be appraised no less than once per year to document performance and to provide the employee with information concerning his/her performance and development.

The purpose of performance appraisals shall be to assess the quality of an individual's performance, to identify performance elements in which the employee does well and those elements which require improvement and to establish plans to correct performance if deficiencies exist.

The performance appraisals shall be based upon job relevant criteria and shall be discussed with the employee by the immediate supervisor and/or the department head immediately associated with the employee. Both performance strengths and deficiencies will be covered to let the employee know that the supervisor is aware of good performance as well as that which needs improvement. The written appraisal shall be signed by the employee and supervisor. Said signing by the employee is only to show that the employee has read and understood the appraisal and shall not be deemed to be in agreement or disagreement with its content. The employee shall receive a copy of the performance appraisal.

An employee whose performance appraisal is not satisfactory may be placed upon probation by the College for a period not to exceed sixty (60) days.

After thirty (30) days a progress review will be conducted and discussed with the employee by the immediate supervisor and/or department head.

At the expiration of the sixty (60) day period, a complete performance appraisal will be conducted. If the performance appraisal is unsatisfactory, the employee may be terminated. A grievance arising from this event will be processed in accordance with Section 6.2-1.

All performance appraisals shall be kept in confidence and filed in the employee's personnel file. A copy of the appraisal and any relevant documents shall be given to the employee when the appraisal is signed.

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SECTION 3.7 - PERSONNEL FILES

The official personnel file of each employee shall be maintained at the Human Resource Office. Personnel files normally contain the application of the employee, resumes, transcripts, payroll and personnel records, evaluations and other such memos and correspondence as submitted by the supervisor of the area, the Dean or Director involved, the Vice President or President.

3.7-1 Right to Response

An employee shall be provided with a copy of any adverse written material and it shall be initialed by the employee before it is placed in the employee's personnel file. Said initialing by the employee is only to show that the employee has read the material and shall not be deemed to be in agreement or disagreement with its content. If desired, the employee may attach his/her own comments to the written material.

If the employee refuses to initial the written material, a copy of said written material will be placed in the employee's file upon witness of a third party. Employees shall be provided a copy of any written material, as provided by law.

3.7-2 Inspection

Upon written request, an employee shall have the right, within twenty-four (24) hours of said request, to examine any material(s) in the personnel file with the exception of those things excluded by law (P.A. 83-1104). Examination by the employee of his/her personnel file shall be conducted in the Human Resource Office. The employee shall not mark, destroy or remove any of the contents of the personnel file. Copies of materials requested by the employee from the personnel file will be provided.

3.7-3 Confidentiality

The official personnel files are considered confidential and are available for review only to those persons having legitimate right or authorization to inspect.

SECTION 3.8 - HEALTH AND SAFETY

3.8-1 Compliance

The Board and the Association members shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted under local, state or federal law which are applicable to the College.

The Board shall institute and maintain all precautions found necessary for safeguarding the health and safety of its employees and all employees are required to cooperate in the implementation thereof. Both the Board and the Association recognize their mutual obligations to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

3.8-2 Non-discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be in violation of health, safety and sanitation requirements imposed by local, state or federal law or regulations.

3.8-3 Protective Equipment

The Board may require employees to wear or use equipment or gear that it determines to be necessary for the requirements of safety and/or health, in which case the College shall provide such equipment or gear. Refusal to use required protective equipment can result in disciplinary action.

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3.8-4 Report of Injury

Each employee shall be responsible for reporting any workplace accident/injury or illness no matter how minor. The accident or injury shall be reported to the immediate supervisor as soon as possible but no later than twenty-four (24) hours after the occurrence.

3.8-5 Safety Information

The Board agrees to supply the Association with appropriate written communication between the Board and the Occupational Safety and Health Administration such as all communications required by law to be made public and non-confidential communications.

3.8-6 Dangerous Conditions

An employee may refuse in good faith to perform an assignment or job which he/she has reasonable grounds to believe poses an immediate and serious threat to his/her health and safety beyond the inherent hazards of the assignment. If the Board concludes that the employee's objections to performing the work as consistent with the preceding standard, the employee will be re-assigned to other work.

If the Board concludes that the employee's objections are not valid and the employee continues to refuse to perform the assignment, the employee will be sent home without pay, for the balance of the shift, and the dispute will be settled through expedited arbitration.

SECTION 3.9 - EQUIPMENT AND UNIFORMS

3.9-1 Equipment

The Board is responsible for the methods, means and tools to perform tasks and the Board shall provide all tools and materials which are required to perform these tasks.

Items lost or damaged in normal use will be replaced at the expense of the Board. All items remain the property of the Board and are not to be used away from work.

3.9-2 Uniforms

The uniforms program will be assessed by the college each October. Work uniforms shall be provided by the Board to any employee the College deems to require a work uniform based on the nature of the job, such as those in Campus Operations, Shipping and Receiving, the Mail Room, the Children's Learning Center, and the Police Department. Other apparel will be provided on an as needed basis as determined by the college. The Association will be informed, in writing, of the uniforms provided for each department. Notification will be sent to the Association within 30 days of any anticipated changes.

When provided, uniforms and other apparel must be worn. Maintenance of the uniforms provided will be the responsibility of the individual employee unless otherwise agreed to.

A new employee, after completion of the probationary period, shall receive an initial issue of a minimum of four (4) shirts and four (4) pants. With respect to the Community Service Officers, employees shall be provided with appropriate uniforms and the program will be reviewed on an annual basis. Part-time Community Service Officers shall receive three (3) shirts and two (2) pants. Employees will be provided uniforms that fit appropriately.

One (1) jacket with liner will be provided for spring and fall season use as well as one (1) coat for winter season use for employees in Campus Operations, the Police Department, the Mailroom, and Shipping & Receiving. In addition, employees in Campus Operations and Shipping and Receiving will receive safety work boots if it is determined by the department manager that the safety boots are needed.

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3.9-3 Environmental/Ergonomic Committee

The College and the Association have established a joint committee comprised of four (4) members. The members include two (2) employees appointed by the Association and two (2) employees appointed by the College, one of whom is the Director of Purchasing. Chairmanship of the committee will be held jointly by the College and the Association.

The function of this committee shall be to evaluate the work environment and equipment, as requested by the employee, and make recommendations for correcting said work environment and equipment.

The committee will jointly recommend guidelines for the purchase of office furniture and other equipment under review and evaluate specifications for such purchases as they occur in the purchasing process in order to recommend a complete list of minimum guidelines to be used by purchasing and other areas in the purchase of equipment and furniture per the college's furniture standards.

The committee will meet every other month or as needed to review new standards, if applicable, and recommend any change for new standards. This time will also be used to review requests made by employees and recommend possible corrections. The guidelines as specified above shall be used in the purchase of new computer equipment, chairs, and ergonomic furniture on which the equipment is placed. The college shall continue to provide ergonomic equipment as recommended by the committee as well as wrist rests and keyboard trays to employees who request them. If an employee suffers a work related back injury and provides a doctor's note indicating that the employee needs an ergonomic chair because of back problems, the college will provide one.

3.9-3-1 Chair and Computer Workstation Review Procedure

Both the Association and the College recognize the importance of maintaining suitable chairs and workstations. An employee may request that the Environmental/Ergonomic Committee review his/her computer workstation and/or chair through the following procedure:

1. At the employee's request, the Environmental/Ergonomic Committee shall review the workstation and/or chair. After the review, the committee shall write a report including recommendation for what changes, if any, are needed to bring the workstation and/or chair into compliance with the standards which have been established by the committee.
2. Copies of the report and recommendations shall be forwarded to the bargaining unit member and the appropriate supervisor. A meeting shall be held with the bargaining unit member, the supervisor, and two representatives from the Environmental/Ergonomic Committee (one designated by the Association, one by the College) to discuss the committee's report and recommendations.
3. If recommendations for changes are denied by the supervisor, the committee's report and recommendations will be forwarded to the appropriate Vice-President. A meeting shall be held with the appropriate Vice-President and two representatives from the Environmental/ Ergonomic Committee (one designated by the Association, one by the College).
4. If the matter remains unresolved, the committee's report and recommendations will be forwarded to the College President. A meeting shall be held with the College President and two representatives from the Environmental/Ergonomic Committee (one designated by the Association, one by the College).

3.9-3-2 Other Types of Review

The Environmental/Ergonomic committee may also evaluate requests for other types of equipment involved in repetitive motion and other equipment used in the workplace. The recommendations shall follow the same as those listed for the computer, computer equipment, and other ergonomic equipment.

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SECTION 3.10 - POLYGRAPH EXAMINATION

An employee whose inherent job duties require the safeguarding of college property and resources or involve financial transactions may be required to take a polygraph examination at the expense of the Board as a condition of employment.

SECTION 3.11 – MUTUAL AID AGREEMENT

The college supports and participates in the South Metropolitan Higher Education Consortium Mutual Aid Agreement.

Any employee who is deployed during an emergency as provided under the Mutual Aid Agreement shall be compensated and/or reimbursed for any expenses with the terms and conditions of the Support Staff Agreement.

ARTICLE 4.0 - BENEFITS

SECTION 4.1 - VACATION

Regularly scheduled full-time and part-time employees upon completion of their probationary period are eligible for earned vacation accrual in order to provide a traditional paid time off benefit that will provide a restful break in year-round routine.

4.1-1 Eligibility for Vacation

Eligible full-time and part-time employees can accrue vacation time on the following basis: for each unit of 173 hours (one month) in pay status exclusive of overtime, the employee shall accrue hours of vacation time at their regular straight time rate as per the schedule shown in this Section.

For information purposes, there are 173 hours per month, 2,080 hours per year on a full-time employment schedule.

4.1-2 Probationary Employees

An employee is first eligible for accrual of vacation time upon completion of the probationary period; at which time, full-time employees shall be credited with eight (8) hours earned vacation time. Part-time employees hired after July 1, 1989, shall be credited with a pro-rated amount of earned vacation time based upon their established scheduled work week. For example, an employee whose normal schedule is twenty (20) hours per week will receive four (4) hours of earned vacation time.

4.1-3 Entitlement: Full Time Employees

Upon completion for the probationary period and continuing to the last day of year two (2), an employee shall earn twelve (12) days of vacation per year.

From the first day of year three (3) and continuing to the last day of year four (4), an employee shall earn thirteen and one half (13.5) days of vacation per year.

From the first day of year five (5) and continuing to the last day of year seven (7), an employee shall earn ten fifteen (15) days of vacation per year.

From the first day of year eight (8) and continuing to the last day of year nine (9), an employee shall earn eighteen (18) days of vacation per year.

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From the first day of year ten (10) and continuing to the last day of year nineteen (19), an employee shall earn twenty (20) days of vacation per year.

From the first day of year twenty (20) and forward, the employee shall earn twenty-one (21) days of vacation per year.

4.1-3-1 Entitlement: Part-Time Employees

Part-time employees will receive the appropriate pro-rata (based on their established work schedule) amount of vacation time as set forth under sec. 4.1-3. For example, an employee whose normal work schedule is twenty (20) hours per week and who has been employed for one (1) year, would receive four (4) hours of vacation time per month.

4.1-3-2 Additional Entitlement

On July 1st of each year, each eligible full time employee shall receive an additional four (4) hours of vacation. Eligible part-time employees shall receive a pro-rata of the four (4) hours on the basis of their established work schedule. These hours shall be added to their vacation accrual amount.

4.1-4 Accrual

Employees are expected to take their vacations. In no event may employees carry over more than 168 hours of vacation time each fiscal year without approval of the President or designee. Employees requesting to carry over hours in excess of 168 must submit their request in writing to the appropriate vice president.

4.1-5 Duration

Vacations may be taken by separate days or weeks, but not less than one (1) hour increments. Vacation time taken cannot exceed eight (8) hours per day nor forty (40) hours per week.

4.1-6 Selection

Selection of vacation dates is subject to approval of the employee's supervisor and in compliance with departmental procedures, and that requests shall be submitted in writing in a timely fashion. An employee will be given preference as to the time of his/her vacation on the basis of seniority when in compliance with departmental procedures and the approval of the supervisor. Those employees who have not complied with the requirements shall have their vacation requests considered on a first-come, first-served basis.

Once an employee has scheduled his/her vacation, that vacation may not be rescheduled without the approval of the employee's supervisor and the employee.

4.1-7 Holidays

Should a paid holiday fall during an employee's vacation, the employee will receive holiday pay, rather than vacation allowance. This is true even though the holiday falls on an off-duty day.

4.1-8 Vacation Pay Entitlement Upon Separation

Unused vacation allowance will be paid an employee upon separation.

SECTION 4.2 - HOLIDAYS

4.2-1 Authorized Holidays

The following thirteen (13) days are recognized as authorized holidays:

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HOLIDAY	DATE OBSERVED
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving (Preceding Day)	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
Thanksgiving (Day After)	Fourth Friday in November
Christmas Day Plus One Additional Day	December 25
New Year's Day Plus One Additional Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Floating Holiday	As dated
Memorial Day	Last Monday in May

4.2-2 Holiday Pay

Full-time employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight-time hourly rate.

Part-time employees eligible for holiday pay shall receive pro-rated holiday pay based upon their established scheduled workweek. (For example, an employee whose normal schedule is twenty (20) hours per week will receive four (4) hours of pay at their regular straight time rate.)

In regard to the work week in which a paid holiday occurs, eligible employees shall receive no more or no less holiday hours so that their total weekly hours (hours worked [or in pay status] plus holiday hours) are equal to their normal weekly schedule of hours.

4.2-3 Work On Holidays

Employees required to work on a scheduled holiday will be paid 1.5 times their regular rate for hours worked, in addition to their regular holiday pay. A paid holiday not worked will be credited as straight-time hours for computation of overtime.

4.2-4 Holiday Eligibility

In order to be eligible for holiday pay, an employee must meet the following criteria:

1. The employee must have completed the 120 day probationary period prior to the holiday.
2. The employee must work his/her last regularly scheduled workday preceding the holiday and his/her first regularly scheduled workday following the holiday. If an employee is absent due to illness, medical documentation must be provided to receive holiday pay.
3. An employee who is on leave of absence will not receive holiday pay.

4.2-5 Saturday/Sunday Observance

Authorized holidays which fall on Saturday will be observed on the preceding Friday; authorized holidays which fall on Sunday will be observed on the following Monday.

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4.2-6 Vacations

Should a holiday occur during an employee's scheduled vacation, the employee will receive holiday pay for that day rather than vacation allowance. This is true even though the holiday falls on an off-duty day.

SECTION 4.3 - SICK LEAVE

Regularly scheduled full-time and part-time employees upon completion of their probationary period are eligible for earned sick leave accrual in order to provide income protection for employees who because of illness or accident are temporarily disabled and absent from work for limited periods of time.

4.3-1 Entitlement

Eligible full time employees can accumulate eight (8) hours of paid sick leave at their straight time rate per each month in pay status. In a 12 month period, an employee would earn twelve (12) days of sick leave.

Part-time employees will receive the appropriate pro-rata (based upon their established work schedule) hours of paid sick leave at their straight time rate per each month in pay status. For example, an employee whose normal schedule is twenty (20) hours per week would receive four (4) hours of sick leave per month.

4.3-2 Accrual

Employees can accumulate paid sick leave accrual up to a maximum of 180 eight (8) hour days (1,440 hrs.). Accumulation shall be increased to a maximum of 220 eight (8) hour days (1,760 hrs.) for employees who are retiring under State Universities Retirement System (SURS). The number of sick leave days credited is not intended to establish a guideline for acceptable attendance.

4.3-3 Sick Leave Eligibility

An employee shall be eligible for sick leave benefits if the following requirements are fulfilled:

1. An employee is first eligible for accrual of the benefit upon completion of the probationary period; at which time, full-time employees shall be credited with eight (8) hours sick leave accrual; part-time employees hired after July 1, 1989, shall be credited with a pro-rated amount of sick leave accrual based upon their established scheduled work week, for example, an employee whose normal schedule is twenty (20) hours per week will receive four (4) hours of earned sick time.
2. To be eligible for paid sick leave, an employee is expected to give timely notice to his/her supervisor or an alternate designated by the supervisor within one (1) hour of the employee's scheduled starting time. If neither the supervisor nor alternate designated by the supervisor is available, the employee shall notify the Human Resources Office.
3. Sick leave benefits are to be used when an employee is legitimately ill and cannot report for work for his/her regularly scheduled shift. Up to six (6) days each year of the employee's sick leave may be used when there is a sickness or disability involving a member of the employee's immediate family which requires the employee's personal care (in keeping with the Employee Sick Leave Act

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Public Act 099-0841). Immediate family is defined for the purpose of sick leave as spouse or civil union partner, parent, child, sibling, grandparent, grandchild, the spouse's or civil union partner's parent, child, sibling, grandparent, grandchild, or a relative living in the support staff member's household. Use of sick leave for other family members not defined by this section may be approved by the employee's vice president. Misuse of sick days is prohibited.

4. The Board may require an employee to support a request for sick leave benefits by proper medical evidence and may include examination by a Board selected physician at the Board's expense.

4.3-4 Work Related Injury

Any sick leave payment for illness or injury covered by Worker's Compensation Act shall be reduced by the amount of any payment received under the provisions of the Act.

4.3-5 Extension

Time off for illness beyond accumulated paid sick leave benefit may be compensated for by vacation days if the employee so requests and is eligible for vacation.

4.3-6 Long-Term Disability

Sick leave benefit shall not be used in conjunction with long-term disability benefits.

4.3-7 Duration

When accrued sick leave has been exhausted, an unpaid disability leave may be granted by the Board on the recommendation of the Administration. Refer to (Section 4.4).

4.3-8 Maintenance of Contact

During a period of approved sick leave, an employee is expected to maintain regular contact (no less than once per week) with the supervisor or Human Resources Office (or make suitable arrangements therefore) in order for the supervisor to know the employee's estimated date of return to work. Sick leave benefits are contingent upon maintenance of regular contact.

4.3-9 Physician's Release

If an absence due to illness or injury continues beyond a four (4) day period, a doctor's certificate may be required. Depending on the length and circumstances of the employee's illness/ injury, the Director of Human Resources may, at his or her discretion, require a physician's written release before the employee may return to work.

4.3-10 Separation

Unused sick leave is not reimbursable.

4.3-11 Increments

Sick leave benefits may be taken in increments of no less than 30 minutes. Sick leave taken shall not exceed the employees regularly scheduled shift nor the regularly scheduled workweek.

4.3-12 Sick Leave Bank

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Membership in this bank will be open to all eligible bargaining unit employees and will be voluntary. Any member of the bank who receives benefits from the State Universities Retirement System (SURS) or who is absent for illness due to a work related injury (which is compensable under the Illinois Worker's Compensation Act) may not avail him/herself of any benefits of the bank.

To become a member of the bank, a staff member will notify the Sick Leave Bank Committee of the intention to do so on a form that will be provided. To participate, staff members will contribute sixteen (16) hours of accumulated sick leave to the bank.

After the exhaustion of his/her sick leave and vacation accumulation, each member of the bank may be entitled to draw upon the Sick Leave Bank. The granting of such leave shall be subject to the same criteria as regular sick leave days and, shall be in all other respects, consistent with the negotiated Agreement. Sick leave shall be available only for the illness of the employee and not for the illness of the family.

Any member who wishes to withdraw from membership in the bank can do so by written notice to the Sick Leave Bank Committee. Official withdrawal will be effective five (5) working days after the official notification. However, because the contribution of the sixteen (16) hours is treated in the same manner as insurance, these sixteen (16) hours will not be returned.

It will be the responsibility of the Executive Committee to establish the basic rules and regulations of the bank. Once these rules have been completed, they will be published and membership will be opened. After the membership has been established, the Sick Leave Bank Committee will be elected from the membership, which will then oversee the bank.

SICK LEAVE BANK GUIDELINES

The basic purpose of this Bank is to alleviate the effects of catastrophic illness upon MVCCSSA members. In accordance with this purpose, the Sick Leave Bank shall not be used for single day occurrences.

- A. Any member of the Moraine Valley Community College Support Staff Association shall be eligible to participate voluntarily in the Sick Leave Bank. Such members who desire to participate in the Sick Leave Bank shall submit written notice of intent to do so on a form that will be provided. To participate, MVCCSSA members will contribute sixteen (16) hours of accumulated sick leave to the bank. **All hours contributed to the sick bank are not refundable.** Said notice shall be given to the Sick Leave Bank Committee to administer the provision of said "Sick Leave Bank" during the month of October each year.
- B. The Sick Leave Bank Committee shall maintain a register of the membership and the number of sick leave days accumulated in the Bank.
- C. After being a member of the Sick Leave Bank for at least 90 days, and after the exhaustion of one's personal sick and vacation leave accumulation, every member of the Sick Leave Bank shall be entitled to apply for benefits from the Sick Leave Bank.

The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Board policy provided; however, such sick leave shall be available for the illness of the employee and not for the illness of the family.

NOTE: It should be understood that any member with a scheduled procedure will save accumulated sick and vacation time for their recovery period from the time they schedule their procedure until such time when the procedure is performed unless time is used in

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conjunction with their procedure. The sick bank will not grant time to those who do not follow this guideline.

- D. The maximum amount of sick days that may be granted per member is to be used in any 12-month period after the first sick bank day is used. The sick days are limited to the time period from the exhaustion of one's personal sick and vacation leave accumulation and the date of eligibility for disability benefits from the State Universities Retirement System (40 days) or if not covered by SURS, the date of eligibility for disability benefits as provided by Section 4.6-3 - Disability Insurance (60 days) upon review by the Sick Leave Bank and Executive Committees.

Those individuals who apply to the Sick Leave Bank must also make **TIMELY** application for benefits from the State Universities Retirement System.

- E. Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen to fifty (50) days, the Sick Leave Bank Committee shall notify all members. Thereafter, (8) hours of personal sick time from each member's accumulated sick leave shall be assigned to the bank unless a member notifies the said committee in writing within ten (10) days of receipt of said notice that he/she does not wish to remain a member. Up to two months grace period will be allowed to accumulate the donation of eight hours.
- F. Authorized use of sick leave bank days by participating members shall be made in accordance with the established policies and procedures of the college only upon approval of the Sick Leave Bank Committee and its decision shall be final. The participating member's application for such withdrawal must be made **after depletion of the employee's sick leave and accrued vacation time**. Application to the Sick Leave Bank must be made in a timely manner. Any participating member who is receiving benefits from State Universities Retirement System or who is absent for illness due to a work-related injury (which is compensable under the Illinois Workman's Compensation Act) may not avail himself/herself of any benefits of the Bank. Sick Bank benefits will be awarded retroactively when an employee's illness extends five working days beyond depletion of their accrued vacation/sick leave benefits.
- G. The Sick Leave Bank Committee shall be composed of participating bargaining unit members who are appointed by the Executive Committee. Operating rules and regulations for the Sick Leave Bank shall be developed, implemented and altered when necessary by the Committee, with the approval of the Executive Committee.
- H. When a member of the Sick Leave Bank requests and is approved for sick leave benefits by the Sick Leave Bank Committee, the Sick Leave Bank Committee shall forward the name and all appropriate information to the Director of Human Resources in a timely manner.
- I. Sick leave time will be awarded in an amount that will be equal to the employee's normally scheduled hours (i.e., that an individual scheduled to work sixteen hours/week will only be able to receive 16 hours of benefits per week) and will not exceed those hours.
- J. A Sick Bank member who retires from the College may donate a maximum of fourteen (14) days of unused sick time after having fulfilled all requirements for SURS.
- K. A Sick Bank member who voluntarily separates employment from the College may donate up to seven (7) days of unused sick time to the Sick Bank after giving notice to the College.

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SECTION 4.4 - LEAVES OF ABSENCE WITHOUT PAY

Any unpaid leave of absence must be approved by the College and the Board of Trustees. Using unpaid leave without college approval can be subject to discipline.

4.4-1 Personal Leave

An employee may apply for an unpaid leave of absence to handle pressing personal obligations. The leave may be used to care for a member of one's immediate family. Length of the unpaid leave shall not exceed ten (10) working days and shall be limited to one leave per year. To be eligible, the employee must have maintained a satisfactory record of employment with the College for a minimum of two (2) years.

Requests for such leave must be approved by the appropriate Vice President and submitted to the Board of Trustees for its approval.

Failure to return to employment upon termination of the leave shall constitute termination of employment.

4.4-2 Family & Medical Leave

The college agrees to adhere to the Family and Medical Leave Act of 1993 and its regulations for all eligible employees in the bargaining unit.

Definitions:

"Child" means a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age; or if 18 years or older, incapable of self-care because of a mental or physical disability.

"Eligible Employee" means a bargaining unit employee who has been employed by Moraine Valley Community College for at least six (6) months and is scheduled to work for at least 832 hours per year.

"Health Care Provider" means:

- (a) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or
- (b) podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; and
- (c) nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and
- (d) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

"Leave Year" shall be a rolling 12-month period, measured backwards from the date an employee uses any FMLA leave.

"Immediate family member" means an eligible employee's child, spouse or parent or relative living in the employee's household for whom the employee has responsibility of care.

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"Intermittent leave" means leave taken in separate blocks of time due to a single illness or injury and may include leave of periods from an hour or more to several weeks.

"Parent" means the biological parent of an eligible employee or an individual who stood in loco parentis to an eligible employee; however, the term does not include parent "in-law".

"Reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

"Serious Health Condition" means an illness, injury, physical or mental condition that involves:

- (a) in-patient care in a hospital, hospice or residential medical care facility; or
- (b) any period of incapacity requiring absence from work, school or other regular daily activities, of more than five (5) calendar days, that also involves continuing treatment by a health care provider; or
- (c) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable; or prenatal care.

"Spouse" means a husband or wife as defined or recognized under state law, including common law marriage.

Provisions:

A. Leave Entitlement

Eligible employees shall be granted up to twelve (12) workweeks of unpaid FMLA leave during a 12-month period for:

1. Birth leave - available for the birth and care of a child. Birth leave entitlements expire 12 months from the date of the birth.
2. Adoption leave - available for the placement of a child for adoption or foster care. Adoption leave entitlements expire 12 months from the date of placement. There is no maximum age limit on a child being adopted or placed for foster care for purposes of determining eligibility for leave.
3. Family medical leave - available for the care of a spouse, child, parent with a serious health condition, or relative living in the employee's household for whom the employee has responsibility of care.
4. Personal medical leave - available to an eligible employee who is unable to perform the functions of the employee's position due to a serious health condition. An employee is unable to perform the functions of the position where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

The 12 workweeks may be taken:

- in one continuous 12 week period
- in several leave periods
- intermittently or on a reduced leave schedule only for a serious health condition when medically necessary. (See definition of immediate family.)

Employees are required to substitute any unused accrued paid leaves for FMLA leave, reducing remaining FMLA leave eligibility accordingly. However, employees requesting FMLA to care for a

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family member shall not be required to exhaust their accrued vacation time. Upon the completion of FMLA, an employee who elected not to use accrued vacation time to care for a family member shall not be eligible to request vacation for three (3) months. Where a husband and wife are both employed by Moraine Valley Community College, the aggregate number of workweeks of leave to which both may be entitled shall be limited to 12 workweeks during the 12-month period if FMLA leave is taken for the birth, placement of a child for adoption or foster care, or to care for a sick parent. Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for one of the above purposes, each shall be entitled to the difference between the amount he or she has taken individually and 12 workweeks for FMLA leave for personal illness or to care for a sick child.

B. Employee Notice Requirements

The employee prior to the commencement of the leave must give a thirty (30) day notice. If it is unexpected leave, the employee must then provide such notice as is practicable. Noncompliance with the 30 days notice for foreseeable leave shall result in the postponement of such leave until at least 30 days after the date the employee provides the required notice. Medical certification from the employee's health care provider for leave for a serious health condition is required with the 30-day notice for foreseeable leave. If the leave is not foreseeable, the medical certification is to be provided within a reasonable time.

C. Benefits

Moraine Valley Community College shall maintain, during the FMLA leave period, any pre-existing health insurance coverage. The employee shall not be entitled to accrue any other additional benefits or seniority during unpaid FMLA leave. Employees shall not forfeit any benefits or seniority accrued prior to their leave. With respect to pension and other retirement plans, any period of FMLA leave shall be treated as continued service for purposes of vesting and eligibility to participate in such plans.

D. Job Restoration

An employee, upon returning from FMLA leave, shall be entitled to be restored to the same position held when leave commenced with equivalent employment benefits, pay and other terms and conditions of employment.

E. Extension of Leave

Parental leave may be extended, if approved, from the initial 12-week period, to a total of 6 consecutive calendar months. However, the employee is responsible for paying group insurance premiums if continued coverage during leave is desired, after the initial 12-week period has expired. Group insurance benefits will be paid for by the college until the end of the month in which the 12-week period of leave expires.

F. Leave Request

Requests for Family & Medical Leave must be submitted to the Board of Trustees for approval in a timely fashion; however, application for a parental leave must be made no later than 60 calendar days prior to the start date, in order to insure presentation to the Board of Trustees. Employees who request FMLA are required to have completed six (6) months of service as of the requested starting date of the leave. An employee on an approved leave must notify the Human Resources Office at least two (2) weeks prior to the end of the leave, to inform the Board of availability to return to work.

No loss of service credit, with the college, will occur as a result of the unpaid leave of absence, but no benefit credit will be accrued toward vacation and sick leave entitlement for the duration of

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the leave and none may be taken during the leave. The employee is also ineligible for holiday pay during unpaid the leave of absence.

4.4-3 Disability Leave

A bargaining unit member who is judged by a physician to be unable to work because of a temporary or permanent disability, eligible for benefits provided under FMLA, and who has exhausted all other entitled paid leaves will be placed on an unpaid disability leave for a maximum of one (1) year according to the following:

- A. Employees who have not accrued a sufficient amount of paid leave time to carry them through FMLA

3 weeks	Amount of time an employee can be out before FMLA takes effect.
12 weeks	Amount of FMLA time to which an employee is entitled. The employee's sick and vacation time will run concurrent with FMLA.
Disability Leave	An employee shall be entitled to disability leave up to one (1) year from the first day of absence.

- B. Employees who have accrued a sufficient amount of paid leave time to carry them through FMLA

3 weeks	Amount of time an employee can be out before FMLA takes effect.
12 weeks	Amount of FMLA time to which an employee is entitled. The employee's sick and vacation time will run concurrent with FMLA.
Exhaustion of sick & vacation time	An employee is entitled to exhaust his/her accrued sick and vacation time.
Disability Leave	An employee shall be entitled to disability leave up to one (1) year from the exhaustion of his/her accrued sick and vacation time.

Once the employee begins unpaid disability leave, the college may declare his/her position vacant and fill that position.

All insurance benefits remain in force provided that the employee makes all necessary employee contributions.

Each month while on disability leave an employee must submit, as requested, a physician's statement indicating ability to work to the Director of Human Resources.

Before returning to work, an employee on disability leave must provide the Director of Human Resources with a physician's statement indicating approval to resume all job duties.

If upon the termination of a disability leave, an employee's physician certifies that he/she is capable of returning to work but it is not possible for a bargaining unit member to return to the same position, all reasonable efforts shall be made to arrange a transfer to a comparable position. If such a transfer is not possible, the employee shall go on layoff status pursuant to the provisions of Section 5.6. While on lay-off status, an employee is able to continue his/her insurance with the college so long as the employee makes all necessary employee contributions.

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If it is determined by an employee's physician that the employee is unable to return to work at the conclusion of a disability leave, the bargaining unit member's employment shall be terminated.

4.4-4 Military Service Leave of Absence

An employee who is drafted or is recalled to active military duty in a branch of the United States Armed Forces may be granted a leave for the period of active duty.

4.4-5 Application and Commencement

Request for short term (5 days or less) leave of absence must be submitted in writing to the Director of Human Resources ten (10) days prior to the commencement date, except when medical conditions make such a requirement impossible.

Requests for long term (6 days or more) leave of absence must be submitted in writing to the appropriate vice-president thirty (30) days prior to the commencement date, except when medical conditions make such a requirement impossible.

Leaves of absence of thirty (30) calendar days or more are subject to Board approval. Extensions of leaves of absence are ordinarily not granted but under certain circumstances may be granted by the Board.

4.4-6 Continuation of Service

No loss of service credit with the College will occur as a result of the leave of absence, but no benefit credit will be accrued toward vacation and sick leave entitlement for the duration of the leave and none may be taken during the leave. The employee is also ineligible for holiday pay during the leave of absence.

4.4-7 Continuation of Insurance

The Board is not responsible for maintaining an employee's group insurance program when the employee is on a leave of absence without pay. For continuation of the group insurance program, the employee may elect to pay the premium in effect on a monthly basis beginning with the first day of the leave.

4.4-8 Employee Notification

An employee on leave of absence of thirty (30) calendar days or more must notify the Human Resource Office at least two (2) weeks prior to the end of the leave to inform the Board of availability for return to work.

4.4-9 Physical Examination

The Board may require an employee to have a physical or psychiatric examination(s) at the Board's expense to determine fitness for work prior to the return from leave of absence.

4.4-10 Failure to Return

An employee's failure to return from an approved leave of absence within three (3) consecutive working days of approved date of return will be considered a resignation (voluntary quit).

SECTION 4.5 – LEAVES OF ABSENCE WITH PAY

4.5-1 Bereavement Leave

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An employee shall be entitled to leave of absence with pay not to exceed five (5) days for bereavement leave on account of death of a member of the immediate family. Members of the immediate family mean a spouse or civil union partner, parent, child, sibling, grandparent, grandchild, the spouse's or civil union partner's parent, child, sibling, grandparent, grandchild, or a relative living in the employee's household.

4.5-2 Jury Duty

An employee shall be granted time off with pay for reporting for jury duty or if subpoenaed to testify on matters in which he/she has no personal or pecuniary interest.

Requests for such time off shall be submitted to the supervisor as early as reasonably possible. An employee subpoenaed to testify shall attempt to arrange his/her court appearance so as to minimally interfere with his/her regularly assigned duties.

Compensation received for such duty shall be retained by the employee. Upon return to work, an official court form verifying the days of duty rendered must be submitted by the employee to the Director of Human Resources.

4.5-3 Personal Leave

Full-time employees may be granted three (3) days per contract year leave of absence with pay for personal business. The personal days shall not be taken in conjunction with vacation or to extend holidays. If the days are not used, they will be added to the sick day accumulation. A part-time employee shall be granted three 1/2 personal days per contract year. The personal days shall be pro-rata based on the employee's normal work day.

The employee shall notify his/her immediate supervisor at least five (5) working days in advance, except in an emergency situation, when requesting the personal leave day. Use of personal leave must be reported to the Office of Human Resources in a timely manner to insure accurate records are maintained.

SECTION 4.6 - INSURANCE

4.6-1 Hospitalization/Medical Insurance

A group hospitalization/medical insurance program as adopted by the Board of Trustees is available to full-time employees and their dependents, including civil union partners, upon the completion of a ninety (90) day waiting period. The monthly employee contributions shall be determined annually using the premiums charged to the college (with annual increase limited to 6.5%) and the employee contribution rates of 7% Employee, 4.5% Employee + 1 and 5.0% Family for PPO+; and 5.0% Employee, 3.0% Employee + 1 and 3.0% Family for PPO. The per pay period employee contributions, which are based on a twenty-six pay cycle and are effective on January 1st of each year, shall be no greater than:

	PPO+			
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Employee	26	28	30	32
Employee + 1	37	39	42	44
Family	62	66	70	75

	PPO			
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	18	19	20	22
	23	24	26	28
	35	37	40	42

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	HMO			
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Employee	0	0	0	0
Employee + 1	0	0	0	0
Family	0	0	0	0

	HSA			
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	0	0	0	0
	0	0	0	0
	0	0	0	0

All employees have the option to enroll in the HSA Basic plan, and employees hired January 1, 2016 and after have the option of enrolling in the PPO Basic or HMO plans only; and a \$500 charge shall be assessed to any new employee who enrolls a spouse in the college’s health insurance program when the spouse has insurance available through his/her employer.

During the length of this agreement, all group health insurance plans and benefits will be provided through Blue Cross Blue Shield of Illinois, except for pharmacy benefits which may be provided through a third party administrator to be approved by the Health and Wellness Committee. There will be no reduction in benefits during the length of this agreement unless directed by Blue Cross Blue Shield of Illinois and/or state and federal law. A comparison of the college’s health insurance plans is available in Human Resources or on the Human Resources Intranet website.

The College and the Association support and encourage staff to maintain their physical and mental well being. Employees who are health role models are essential to the College’s mission to ensure that all students learn. To accomplish this goal, the College shall offer an employee wellness program. The program will focus on activities that promote, maintain, and support the health and well being of all employees. A Health and Wellness Committee of equal representation of Support Staff Association, Faculty Association, and administration will meet twice per year to examine data relating to health care costs and wellness programming results.

4.6-1-2 Hospitalization/Medical Insurance for Part-time Employees

Upon completion of a 90-day waiting period, part-time employees working twenty (20) or more hours per week shall receive individual coverage on a pro-rata basis. (For example a half-time employee may purchase health insurance through payroll deduction by paying fifty (50) percent of the cost. Part-time employees who work between 16 to 20 hours per week will receive individual coverage on a pro-rata basis through payroll deduction, with the employee paying sixty (60) percent of the cost.) Part-time employees may elect to purchase dependent coverage at their own expense paid through payroll deductions.

Probationary employees are not covered by medical insurance until the completion of the 90-day waiting period.

4.6-2 Life Insurance

A group term life insurance program as adopted by the Board of Trustees is available at no cost to each full-time employee. The group term life insurance benefit shall be two (2) times the employee's base salary.

Full-time employees will have the right to purchase optional term life insurance.

SECTION 4.6-3 - DISABILITY INSURANCE

A group long-term disability insurance program as adopted by the Board of Trustees is available at no cost to each full time bargaining unit member. The group long-term disability benefit shall

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provide a monthly benefit of 60% of the employees' base salary, but not to exceed \$4,000 per month.

This section shall become operative no later than the renewal date of the existing plan.

SECTION 4.7 - EDUCATION AND DEVELOPMENT

4.7-1 Tuition Waiver

Regularly scheduled full-time and part-time employees at Moraine Valley Community College who enroll in courses at the College will have their tuition waived; the spouse of a regularly scheduled full-time employee and dependent children under the age of 26 and living in the employee's household are eligible to enroll in college courses at Moraine Valley Community College 100% tuition free [including any course fees] and subject to the following conditions: [1] For the purposes of this policy, semesters are defined as one of the traditional semesters: fall, spring, summer pre-session, and summer. The dependent child(ren) cannot turn 26 anytime during a traditional semester and still qualify for the waiver for that semester regardless of the start or finish date of the class within that semester; [2] the tuition waiver is limited to courses applicable to the Associate Degree, college credit Certificate Programs, and/or remedial developmental courses as designated by state code; [3] for courses in which admission to a specific instructional program is a condition of registration, such as Nursing, Respiratory, etc., tuition shall be waived only in the event that space is available in the program after all qualified tuition-paying students have been admitted. This does not preclude admission and registration as a tuition paying student. If any employee dies while employed full time, the above benefit described in this paragraph shall be extended to the employee's child(ren).

4.7-1-2 Textbook Discount

All employees who enroll in courses at the college shall receive a book waiver discount for required non-consumable textbooks for their classes at the college. The waiver discount will be 20% of the textbook price and will be used for textbooks only.

4.7-2 Courses During Work Time

Employees may take courses during normal working hours with the consent of the supervisor, provided that release time for classes does not unduly interfere with efficient performance of the unit in which the employee works, and provided that such time as granted is made up within the week it was granted, at a time or times satisfactory to the supervisor of the employee's assigned work area.

4.7-3 Tuition Reimbursement

In accordance with Board Policy #7285, employees are eligible for reimbursement for courses taken at other recognized institutions of higher education in accordance with guidelines established by the Board.

4.7-4 Employee Training and Development

The Board and the Association recognize the need for the training and development of employees in order that services are efficiently and effectively provided. The Board and the Association recognize the desirability of providing opportunities for employees to develop their skills and abilities for reasons of career advancement. In recognition of such principle, the Board shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such

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employees' work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals.

If courses are offered at Moraine Valley Community College and are desired but not covered by Section 4.7-1 (Tuition Waiver) then the employee shall be allowed up to three (3) non-credit courses per year (Seminars, workshops, memberships, and special events/activities are not courses and are excluded).

Tuition shall be waived only in the event that space is available in the program after all qualified tuition-paying students have been admitted. This does not preclude admission and registration as a tuition-paying student. Decisions as to whether a course shall run or be cancelled will be made based upon the number of paying students enrolled disregarding non-paying enrollees. Enrollment in non-credit courses, space pending, will take place no sooner than one week prior to class starting. Staff members must pay for course materials and/or fees. There shall be a maximum of two (2) seats per course available for employees.

All employees shall be allowed to take at least one (1) workshop offered through the Center for Teaching & Learning each semester without loss of pay. Workshops do not have to be job-related. An employee must provide a written notice to his/her supervisor at least three (3) days in advance of the workshop he/she plans to attend. In the event of an emergency situation, the supervisor has the right to require an employee to withdraw his/her attendance from a workshop.

4.8 Credit Union

Association members who wish to participate in the New Century Federal Credit Union shall be allowed to do so through payroll deductions.

When and so long as 51% of the Association members submit written authorization for deductions for the College and University Credit Union (Local 1600), irrevocable for a term of one year, the Board will permit such deductions through payroll deductions.

SECTION 4.9 - RETIREMENT PROGRAM

4.9-1 Eligibility

The program shall be open to all current bargaining unit members who are at least 55 years of age, on January 1 of the year of retirement and who have been employed by the College for the preceding fourteen (14) years in positions covered by the Support Staff Association Agreement. Years that are part-time will be pro-rated based on the number of hours worked per week up to a maximum of four (4) years. Employees retiring under this contract should choose dates from January 1, 2019 through December 31, 2022.

4.9-2 Application

To apply for participation in the program to receive post-retirement benefits the current bargaining unit member shall submit a letter with the official retirement date listed, in writing, to the Director of Human Resources with a copy to his/her supervisor and the Vice President as follows:

For retirement dates January 1, 2019 - June 30, 2019 application letters shall be submitted between October 1 – October 31, 2018.

For retirement dates of July 1, 2019 - December 31, 2019 application letters shall be submitted between March 1, 2019 – March 31, 2019.

For retirement dates of January 1, 2020 – June 30, 2020 application letters shall be

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submitted between October 1 – October 31, 2019.

For retirement dates of July 1, 2020 – December 31, 2020 application letters shall be submitted between March 1, 2020 – March 31, 2020.

For retirement dates of January 1, 2021 – June 30, 2021 application letters shall be submitted between October 1 – October 31, 2020.

For retirement dates of July 1, 2021 – December 31, 2021 application letters shall be submitted between March 1, 2021 – March 31, 2021.

For retirement dates of January 1, 2022 – June 30, 2022 application letters shall be submitted between October 1 – October 31, 2021.

For retirement dates of July 1, 2022 – December 31, 2022 application letters shall be submitted between March 1, 2022 – March 31, 2022.

The Director of Human Resources shall submit the letters to the Board of Trustees for approval at the next Board meeting, subject to Board material due dates, following receipt of the applicant's letter. Once approved by the Board, the retirement is irrevocable.

Approval for post-retirement benefits under this contract shall be limited to twenty (20) bargaining unit employees with no more than five (5) applicants per calendar year. Priority will be given to the employees with the most seniority if multiple applications are received prior to Board approval; otherwise applications are submitted to the Board for approval on a first-come, first-served basis. In the event that a waiting list exists for retirement benefit spots, the Director of Human Resources will contact the employee(s), in order of seniority, to inquire whether the staff member is interested in an open spot. If an employee does not receive post-retirement benefits, the employee may rescind his/her application letter and apply during the next application period.

The Director of Human Resources will notify the Association if a retirement spot(s) remains open after the close of the March application period in each year and the exhaustion of the waiting list. In the event that all employees on the waiting list opt to decline a spot, employees not on the waiting list who have had a qualifying/life changing event and are eligible for retirement benefits, shall be allowed to apply for the open slot(s). Letters stating an employee's intent to retire shall be submitted to the Director of Human Resources no later than thirty (30) days after the March 31 or October 31 deadline dates in each respective year.

4.9-3 Insurance Supplement

The insurance supplement for retirement shall be \$5,000 per year for four (4) years to help pay for the medical insurance premium of the state's College Insurance Program (CIP) or other insurance program. The employee is not eligible to remain on the college's group health insurance plan.

Payment of the supplement shall not be used in computing years of service, base salary for retirement purposes or as base salary for contributions to SURS. The income is taxable and may not be sheltered through the institution.

Section 4.10 - IRS FLEXIBLE BENEFITS PROGRAM

The college provides an IRS 125 Flexible Benefit Plan. The "125 Plan" allows for pre-tax deductions by employees covered by this Agreement for the purpose of paying premium health insurance payments, and unreimbursed medical, dental, hearing, child care and vision expenses as per IRS limitations. The Board shall pay the administrative costs of the program. The

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program shall be supplemental to the other insurance coverage continued in the agreement with the Association and shall not permit the employee to withdraw from the basic coverage.

ARTICLE 5.0 - SENIORITY

SECTION 5.1 - GENERAL APPLICATION

Seniority shall be defined as the length of continuous service within the bargaining unit. Upon employment in a bargaining unit position, each employee is to receive a seniority date which is the first day of actual work.

If two or more employees have the same seniority date, the date of employee's application shall control. The employee with the earlier date shall be the senior. If two or more employees have the same application date, a drawing of lots witnessed by a member of the association's executive board shall determine seniority order.

5.1-1 Seniority for Full-Time Employees

Seniority shall be defined as the length of continuous service within the bargaining unit. One year of seniority shall equal 2080 hours in pay status exclusive of overtime. If two or more employees have the same amount of accumulated hours, the date of the employees' applications shall control. The employee with the earlier application shall be the senior. If two or more employees have the same amount of accumulated service and the same application date, a drawing of lots witnessed by a member of the Association's Executive Board shall determine seniority order.

Seniority hours as determined under previous negotiated agreements shall remain as computed. From July 1, 1989 forward, when a part-time employee becomes full-time, all the part-time service shall be carried to the full-time status. In addition, when the employee becomes full-time, the accrued sick time and vacation time hours are to be carried forward. Vacation and sick time will be earned in accordance with Sec. 4.1-3 and Sec. 4.3-1.

5.1-2 Seniority for Part-Time Employees

Seniority for part-time employees shall be defined as the length of continuous service within the bargaining unit. Upon employment in a bargaining unit position, each employee is to receive a seniority date which is the first day of actual work.

If two or more employees have the same seniority date, the date of employees' application shall control. The employee with the earlier application date shall be the senior. If two or more employees have the same application date, a drawing of lots witnessed by a member of the Association's Executive Board shall determine seniority order.

Vacation and sick time will be earned in accordance with Section 4.1-3 and Section 4.3-1.

5.1-3 Full-Time Placement in the Seniority Roster

If a classification not currently covered by this agreement is included in the agreement by action of the Illinois Educational Labor Relations Board, the placement of a full-time employee in the classification in the seniority roster shall be by mutual agreement between the Association and the President of the College.

SECTION 5.2 - PROBATIONARY EMPLOYEES

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All new employees shall be considered probationary employees until they complete a probationary period of 120 days. Probationary employees may be dismissed without respect to seniority and no grievance can be filed for such action.

SECTION 5.3 - BREAK IN SERVICE

Seniority shall be broken when an employee:

- (a) quits or resigns,
- (b) is discharged for cause,
- (c) is laid off for more than fourteen (14) months or fails to report upon being recalled,
- (d) is absent without notice for three (3) consecutive workdays unless failure to give notice is beyond the reasonable control of the employee,
- (e) is on an unpaid status for more than 150 calendar days.

Employees who are on a leave of absence because of an injury or illness covered under the worker's compensation act shall continue to accrue seniority while on leave, but no benefit credit will be accrued toward vacation and sick leave entitlement for the duration of the leave.

SECTION 5.4 - SENIORITY LISTS

A seniority list shall be prepared twice a year and delivered to the Association no later than June 15th and December 15th of each year.

SECTION 5.5 - REDUCTION IN FORCE

If it is determined that a reduction in work force (lay-off) is necessary, employees shall be laid off in the following manner:

5.5-1 Temporary or Casual Employees

Employees serving in a temporary or casual basis in the same job classification.

5.5-2 Probationary Employees

Probationary employees in their original probationary period as defined.

5.5-3 Employees within Classifications

Employees will be laid-off from the affected classification(s) in accordance with their seniority and may bump a less senior employee with the same status. Full-time employees may only bump full-time employees in their classification and part-time employees may only bump part-time employees in their classification.

5.5-4 Lower Classification

To avoid lay-off, employees unable to bump in their classification may bump a less senior employee with the same status (full-time or part-time) in a lower classification provided they are qualified to perform the job as described in the position description. Any employee so assigned may be subject to a written performance evaluation after thirty (30) days in the job classification. In the absence of acceptable performance at the end of thirty (30) days, the employee shall be laid off and subject to the recall provisions contained herein. The most senior qualified employee

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on lay-off shall be recalled and be subject to the provisions contained herein. Employees salary status will be limited to the limit of the labor grade.

5.5-5 In Lieu of Bumping

An employee may accept a lay-off instead of bumping into a lower classification.

SECTION 5.6 - RECALL

Employees who are laid-off shall be placed on a recall list for the period of fourteen (14) months from the date of lay-off. Employees shall be recalled to work in the reverse order of lay-off, provided such employees on lay-off are capable of returning to work and performing the duties required of the job classification.

If employees are recalled to positions which they are qualified to perform in a lower classification, the employees shall have the right to return to the classifications that the employees held prior to being laid-off in the event a vacancy occurs. Employees who refuse recall assignments will be considered as having been terminated. Employees salary status will be limited to the limit of the labor grade.

Vacancies within bargaining unit positions that occur during a lay-off will be posted. In the event no active employee (not on lay-off) can fill the position, then that position will be offered to the most senior employee on lay-off who meets the qualifications. In the event no such employee exists, the Board will then hire a qualified individual.

An employee on lay-off shall provide the Human Resource Office with any change of address while awaiting recall. Notice of recall shall be made in writing by certified or registered mail to the employee's last known address on file with the Human Resource Office. If the employee fails to report within ten (10) working days after the date of deposit at the post office of the written notice, the employee shall be considered to have abandoned recall rights and resigned.

ARTICLE 6.0 - GRIEVANCE PROCEDURE

SECTION 6.1 - OBJECTIVE

It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances and complaints of staff members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

SECTION 6.2 - DEFINITION AND GRIEVANCE STEPS

A grievance shall mean a complaint by a staff member that there has been as to him/her a violation or a misinterpretation of the specific terms of this Agreement or of official policies approved in writing by the Board, which may from time to time be in effect and which apply to staff members. However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action, provided that any stated exceptions to the Board's sole and exclusive rights shall be grievable under this grievance procedure. As used in this Article, the term "staff member" shall also mean a group of staff members having the same grievance. The designee of the Board at each step below shall be someone who has more authority than the person at the previous step. Grievances shall be processed as follows:

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- Step 1: Any staff member covered by this Agreement who has a grievance shall submit it orally or in writing to and shall discuss it with his/her immediate supervisor. The supervisor shall provide an answer to the employee within three (3) working days after such presentation. If the grievance is in written form, then a copy of the grievance shall be sent to the Human Resource Office.
- Step 2: If the grievance is not settled in Step 1 and the staff member wishes to appeal, the grievance shall be referred by him/her in writing to the Director of Human Resources (or to any other person designated by the Board) within five (5) working days after the answer in Step 1 and shall be signed by both the staff member and the grievance chair, or if unavailable, the Association president.
- The Director of Human Resources or his/her designee shall discuss the grievance within three (3) working days with the grievant and the Association representative at a time mutually agreeable to the parties. If no settlement is reached, the Director of Human Resources or appointed designee shall give a written answer to the Association and the grievant within three (3) working days following their meeting.
- Step 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred in writing by the Association to the President of the College within ten (10) working days after the department head's answer in Step 2. The President or appointed designee shall discuss the grievance within five (5) working days with the Association representative and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the President or appointed designee shall give a written answer to the Association within five (5) working days following their meeting.
- Step 4: Upon receipt of the written answer from the President, the Association may refer the grievance to arbitration within ten (10) working days. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the AMERICAN ARBITRATION ASSOCIATION SERVICE to submit a panel of five (5) arbitrators. Both the Board and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; and the other party shall then strike two (2) names. The remaining person shall be the arbitrator. However, if the Association and the Board desires to strike all names on this panel of arbitrators and request a new panel, it may do so no more than two (2) times. The arbitrator shall be notified of his selection by a joint letter from representatives of the Board and the Association requesting that he set a time and place, subject to the availability of the Board and the Association representative.

6.2-1 Discharge Grievances

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

The grievance in such cases will be initiated at the third step of the grievance procedure. If the grievance is not settled at step 3 and proceeds to step 4, all terms and conditions of step 4 will remain in effect, except that the arbitrator will be required to issue his/her decision at the end of the hearing.

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SECTION 6.3 - AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement or any applicable Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit the decision within fifteen (15) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and staff members and shall be immediately implemented.

SECTION 6.4 - EXPENSE OF ARBITRATION

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

SECTION 6.5 - TIME LIMIT FOR FILING

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Time limits may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step. Time is of the essence.

SECTION 6.6 - ASSOCIATION AND BOARD GRIEVANCES

The Association or the Board shall have the right to use the grievance and arbitration procedure starting at Step 2. The Association or the Board may request that a Board or Association grievance start at Step 1.

SECTION 6.7 - INDIVIDUAL AND BOARD GRIEVANCE

Individual Association members shall sign their name to any grievance which they may file. When the Association files a grievance involving an individual Association member or a group of Association members, that grievance shall be signed by the Association President and grievance chairperson and the individual or group of Association members involved. When the Board or its designee(s) files a grievance, the grievance shall be signed by the chairperson of the Board and the grievant(s) if any.

ARTICLE 7.0 – WAGES

All employees hired on or before April 1 of the contract year shall receive the following increase for the stated year not to exceed the maximum of the salary pay grade:

FY 2019 – 3.5% for all current employees who are not at the maximum.
Minimum labor grade increases 1.5%; maximum will increase with raises

FY 2020 – 3.5% for all current employees who are not at the maximum.

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Minimum labor grade increases 1.5%; maximum will increase with raises

FY 2021 – 3.5% for all current employees who are not at the maximum.

Minimum labor grade increases 1.5%; maximum will increase with raises

FY 2022 – 3.5% for all current employees who are not at the maximum.

Minimum labor grade increases 1.5%; maximum will increase with raises

7.0-1 Longevity

Longevity pay will be granted to those bargaining unit members who achieve the following bargaining unit service years as of July 1 of each contract year. This does not become a part of the members' base hourly rate. The payment will be made on the first payroll in December.

Eight years	\$350.00	Fourteen years	\$500.00
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For purposes of calculating longevity pay, employees who are on a leave of absence because of an injury or illness covered under the Worker's Compensation Act shall have that time considered as worked.

7.1 WAGES

7.1-1 The rate schedule agreed upon by the parties and in effect for FY 2019 is set forth in appendix A attached.

7.1-2 The rate schedule agreed upon by the parties and in effect for FY 2020 is set forth in appendix B attached.

7.1-3 The rate schedule agreed upon by the parties and in effect for FY 2021 is set forth in appendix C attached.

7.1-4 The rate schedule agreed upon by the parties and in effect for FY 2022 is set forth in appendix D attached.

7.2 FISCAL YEAR 2019 WAGES

7.2-1 Effective July 1, 2018, employees covered by this agreement shall receive a wage increase of 3.5 percent per hour, but in no event shall an employee covered by this agreement receive an increase that would equal a rate beyond the approved maximum for the employee's labor grade.

7.2-2 Employees subject to this Agreement whose present rate of pay is in excess of the approved rate for their respective labor grades shall suffer no loss of rate, but neither shall they receive an increase until such time as the wage schedules advance to include and exceed their present rate.

7.3 FISCAL YEAR 2020 WAGES

7.3-1 Effective July 1, 2019, employees covered by this agreement shall receive a wage increase of 3.5 percent per hour, but in no event shall an employee covered by this agreement receive an increase that would equal a rate beyond the approved maximum of the employee's labor grade.

7.3-2 Employees subject to this Agreement whose present rate of pay is in excess of the approved rate for their respective labor grades shall suffer no loss of rate, but neither shall they receive an increase until such time as the wage schedules advance to include and exceed their present rate.

7.4 FISCAL YEAR 2021 WAGES

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- 7.4-1 Effective July 1, 2020, employees covered by this agreement shall receive a wage increase of 3.5 percent per hour, but in no event shall an employee covered by this agreement receive an increase that would equal a rate beyond the approved maximum of the employee's labor grade.
- 7.4-2 Employees subject to this Agreement whose present rate of pay is in excess of the approved rate for their respective labor grades shall suffer no loss of rate, but neither shall they receive an increase until such time as the wage schedules advance to include and exceed their present rate.

7.5 FISCAL YEAR 2022 WAGES

- 7.4-1 Effective July 1, 2021, employees covered by this agreement shall receive a wage increase of 3.5 percent per hour, but in no event shall an employee covered by this agreement receive an increase that would equal a rate beyond the approved maximum of the employee's labor grade.
- 7.4-2 Employees subject to this Agreement whose present rate of pay is in excess of the approved rate for their respective labor grades shall suffer no loss of rate, but neither shall they receive an increase until such time as the wage schedules advance to include and exceed their present rate.

7.7 Additional Pay Grade

One additional pay grade shall be added to the pay ranges: Labor Grade 11.

ARTICLE 8.0 - SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, such provision(s) shall be inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 9.0 - PRINTING OF AGREEMENT

The Board shall be responsible for the printing of four hundred (400) copies of this Agreement and shall provide the Association an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be equally shared between the Board and the Association. The Association shall distribute one copy to each new bargaining unit member within one day of their date of hire.

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ARTICLE 10 - DURATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m., June 30, 2022. Thereafter, it shall automatically renew itself from year to year thereafter unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party shall give written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, or terminate this Agreement. In the event of such a notice, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association.

Board of Trustees, Community College
District No. 524
County of Cook, State of Illinois

Moraine Valley Community College
Support Staff Association

John Coleman
Board Chair

Lynn Doulas
President - MVCCSSA

Sandra Wagner
Secretary of the Board

Carol Antosz
Secretary - MVCCSSA

Richard Hendricks
Chief Negotiator, Board

Lynn Doulas
Chief Negotiator, MVCCSSA

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APPENDIX A

2018-2019

Ranges

A	10.15	16.47
B	11.93	19.85
C	14.38	23.94
D	17.35	28.87
E	20.92	34.81
F	25.22	41.99
G	27.82	50.63

APPENDIX B

2019-2020

Ranges

A	10.30	17.05
B	12.11	20.54
C	14.60	24.78
D	17.61	29.88
E	21.23	36.03
F	25.60	43.46
G	28.24	52.40

APPENDIX C

2020-2021

Ranges

A	10.45	17.65
B	12.29	21.26
C	14.82	25.65
D	17.87	30.93
E	21.55	37.29
F	25.98	44.98
G	28.66	54.23

APPENDIX D

2021-2022

Ranges

A	10.61	18.27
B	12.47	22.00
C	15.04	26.55
D	18.14	32.01
E	21.87	38.60
F	26.37	46.55
G	29.09	56.13

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