

AGREEMENT

July 1, 2024 – June 30, 2027

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

and the

Moraine Valley Professionals Organization

A Chapter of the
Cook County College Teachers Union



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Preamble

This Agreement is entered into by and between the Board of Community College District 524, County of Cook and State of Illinois, hereafter referred to as the “Board” and the Moraine Valley Professionals Organization, a chapter of the Cook County College Teachers Union, hereinafter referred to as the “Union” or “Organization” as the exclusive bargaining agent for the bargaining unit defined in the consent election of January 24, 2023.

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 relationship between the parties so that the employee, the College and the public may be benefited,

Now, therefore, the parties agree as follows:

Article I - Definitions

1.1 Agreement.

The term “Agreement” shall mean this current collective bargaining agreement between the Board and the Union.

1.2 Board.

The term “Board” shall mean the Board of Community College District No. 524, County of Cook and State of Illinois, and any administrators, supervisors and agents the Board may so designate.

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.

1.4 Union.

The term “Union” refers to the Moraine Valley Professionals Organization (MVPO), the bargaining agent for all employees covered under this Agreement.

1.5 Organization.

The term “Organization” shall have the same meaning as Union.

1.6 Bargaining Unit Employee.

The term bargaining unit employee or “BUE” shall mean all employees who are covered by this Agreement.

1.7 Employee.

Unless otherwise stated, the term “employee” shall have the same meaning as Bargaining Unit Employee.

1.8 Business Day.

Unless otherwise stated, the term “day” shall mean Monday – Friday when the College is open for business.

Article II - Recognitions

2.1 Recognition.

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time professional employees, excluding all supervisory, managerial, confidential, and short-term employees as defined under the Illinois Educational Labor Relations Act.

2.2 Voluntary Dues.

Upon receipt of voluntary authorization in writing by a BUE, the College will deduct from the employee's wages the required amount of monthly Union dues. These deductions will be designated to the College 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.

The Union may change the methods 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 Union members who have authorized such deductions and from whom no deductions were made, shall be forwarded to the union no later than 7 business days after such deductions were made. The Union is responsible for providing Human Resources and the Payroll Office with contact information for where to send the deduction reports.

2.3 COPE.

Upon receipt of a voluntary written authorization from a BUE, the College will deduct from the BUE's wages a deduction for the Cook County College Teachers Union Committee on Political Education (COPE). Upon receipt of a voluntary written authorization from a BUE, serviced upon the College and the Union, the College will, on the date therefore, cease to deduct such COPE contributions from the BUE's wages.

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

2.4 Use of Facilities.

- A. Generally. The College shall permit the Union to use the facilities of the College for the purpose of Union meetings and shall be in accordance with the rules and procedures of the College.
The Union shall be allowed the use of equipment of the College including photocopiers, audio-visual equipment, and computer equipment. The Union agrees that its use of facilities shall be restricted to such times that do not preempt the use of requested facilities and equipment for institutional purposes or usage by the students or the College. The Union shall pay for the use of paper supplies required for various duplication or reproduction processes at costs determined by the College.
The Union 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.
- B. Bulletin Board Space. Bulletin board space shall be made available to the Union in space provided for keeping members of the bargaining unit informed of Union activities.
- C. Distribution of Union Material. The Union may distribute Union literature on College property, provided there is no interference with College operations.
- D. General Meetings. The Union shall have the right to schedule a general meeting once each month.
- E. 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 Union. The Board shall make available to the Union upon its request those public records that are relevant to negotiations or the enforcement of the Agreement.

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2.5 Union Member Leaves With/Without Pay.

2.5.1 Participation in College Meetings.

Employees may be granted release time during their scheduled working hours to attend employee/labor relations meetings, the College President's Cabinet meeting, or to participate as a member of a College committee or task force without loss of compensation. The Union agrees to encourage and recruit its members to participate in College meetings (as described above) 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 the efficient operation of the College.

2.5.2 Union Business.

The Board agrees that Union officials will have access to bargaining unit employees. The Union agrees not to interfere with the employee's normal duties. The Board agrees to grant Union Officers designated member(s) of the Union one (1) hour per day plus one (1) additional hour per week, without loss of compensation, to handle Union matters. This time may be combined with the members' unpaid lunch break. 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. Employees shall notify their 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 VII 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 authorized bargaining unit members of the MVPO 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 compensation of any kind paid to team members other than for regular, scheduled work duties missed during scheduling meetings by and between the parties. No paid released time shall be used or granted for negotiation preparation.

2.5.3 House of Representative Meetings.

The chair of the Union and the Chapter's elected delegates to the Union's House of Representatives shall be released from their duties with no loss in compensation 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 Union members shall inform their supervisor(s) in writing at least five (5) business days in advance of the time off so that proper coverage of their job duties can be provided.

2.5.4 Convention Release Time.

Up to two members who have been elected by the Union as official delegates to the IFT and AFT Conventions, if necessitated by convention dates, shall be released from their duties with no loss in compensation. Said Union members shall inform their supervisor(s) in writing at least ten (10) business 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 Union may request that up to two (2) additional delegates be granted release from their duties with no loss in compensation. Such requests shall be submitted in writing at least thirty (30) business days in advance to the Chief Human Resources Officer. Such requests for those additional delegates shall be granted unless the leave would interfere with work requirements or the efficient operation of the College.

2.5.5 Workshops and Seminars.

Up to two members of the professional staff will be granted unpaid leaves to attend workshops or seminars which may be conducted by Local 1600 or IFT. Vacation leave may be used in accordance with Article 6.4.1. Said Union members shall inform their supervisor(s) in writing at least ten (10) business

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days in advance of the time off so that proper coverage of their job duties can be provided. If circumstances arise such that additional Union members are required to attend, the Union may request that up to two (2) additional members be granted unpaid workshop and seminar leave. Such requests shall be submitted at least ten (10) business days in advance to the Chief Human Resources Officer. Such requests for those additional members shall be granted unless the leave would interfere with work requirements or efficient operation of the College.

2.5.6 Staff Development Days.

The Union 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 Union will participate in the fall and spring program as directed by the College.

Article III - Management Rights and Board Responsibilities

3.1 Management Rights.

The College possesses and retains the right and authority to operate and direct the employees of the College in all respects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as specifically limited in this Agreement. The authority and powers of the College as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

- A. To maintain executive and administrative control of the College and its properties and facilities and the activities of its employees as related to the conduct of College affairs;
- B. 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.
- C. 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 contracts with private vendors for services.
- D. To establish educational policies, goals and objectives based upon the Board's mission; to ensure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required to maintain the efficiency of College operations.
- E. To build, move or modify facilities, establish budget procedures, and determine budgetary allocations, determine the methods of raising revenue, and act on any matter in the event of an emergency.
- F. 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 College President and members of the administrative staff.

3.2 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 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 BUE shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the College has agreed thereto in writing.

3.3 Statement of Non-Discrimination.

No person shall be appointed to or removed from, or in any other way favored or discriminated against with respect to any appointive administrative office because of his/her race, color, age, gender, religion, creed, national or ethnic origin, disability, ancestry, marital status, sexual orientation, gender identity, gender expression, arrest record, military status or unfavorable discharge, citizenship status, political opinions or affiliations, or other legally protected characteristics, if otherwise qualified for the position of office. However, this provision does not impair administrative discretion in determining the requirements of a position or in job assignment of a person holding such a position, subject to review by the authority established for that purpose. Policy 7242 pamphlets are available in the Human Resources Office.

3.3.1 Americans with Disabilities Act.

The Federal Americans with Disabilities Act prohibits discrimination by a public entity against a qualified individual with a disability. A "qualified person with a disability" is a person with a disability who, with or without reasonable modifications to rules, policies or practices, the removal of architecture, communication or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of College services or the participation in College programs and activities. Individuals who believe they have been discriminated against may file a complaint consistent with the procedures published in Board Policy 7290.

3.3.2 Sexual Harassment.

Moraine Valley Community College considers sexual harassment to be contrary to basic standards of conduct between individuals and is prohibited by the Equal Employment Opportunity Commission and Title IX regulations. Individuals who believe they have been discriminated against on the basis of sex may file a complaint consistent with the procedures published in the Sex-based Misconduct Prohibition Policy and Procedures and Board Policy 300.1. If a complaint involves two bargaining unit members, the Chief Human Resources Officer or designee shall notify the Organization President.

3.3.3 Workplace Harassment.

Bargaining unit members who believe that they have experienced prohibited conduct or believe that another employee has experienced prohibited conduct should immediately report the alleged acts to his or her immediate supervisor and/or the Chief Human Resources Officer in accordance with Board Policy 7242 and the Administrative Procedures for Employee Complaints of Discrimination, Harassment, Retaliation: Other Protected Characteristics. Prohibited conduct includes discrimination, harassment, and retaliation as defined by state and federal law. The Chief Human Resource Officer or appropriate designee shall investigate such allegations, and report findings and the potential solutions to the College President in accordance with College policies and procedures. Prompt remedial action shall be taken if it is determined that prohibited conduct has occurred. A bargaining unit employee may choose to notify the Organization President. If the complaint involves two bargaining unit employees, the Chief Human Resources Officer or designee shall notify the Organization President. See the Employee Handbook and HR Policies, Notification, and General Information published on the HR portal page/site.

3.4 Health and Safety.

The College shall institute and maintain all precautions found necessary for safeguarding the health and safety of its employees in accordance with all health, safety, and sanitation requirements imposed by local, state or federal law which are applicable to the College. All employees are required to conform and comply with and cooperate in the implementation thereof. No employee shall be in any way retaliated 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.

Article IV - Employee Rights and Responsibilities

4.1 Probationary Employees.

All new employees shall be considered probationary employees until they complete a probationary period of 90 calendar days. At this time an evaluation shall be conducted for inclusion in the employee's Personnel File. If the evaluation is positive, the employee shall be taken off probation. The probation period can be extended for a period not to exceed 90 calendar days. At this time, another evaluation will be conducted, which will also be included in the employee's Personnel File. If the employee's evaluations are not positive, employment may be terminated without notice for cause.

4.2 Grant-funded Personnel.

The appointment period for grant-funded personnel may vary and is subject to continued funding. The annual appointment period for grant-funded Professionals, upon completion of a 90-day probationary period, corresponds to the start/end dates, renewal dates, and provisions of the grant, or the initial employment date through the end of each year of a multi-year grant. Employment normally ends when the grant ceases or when an employee is terminated pursuant to procedures set out in this Agreement. Normally, non-renewal of appointment for grant-funded personnel shall be communicated to the employee in writing and presented to the Board of Trustees two (2) months prior to the expiration of the grant. Except as otherwise provided in this agreement, full-time grant employees are entitled to the benefits described in Article VI, if provided by grant funds.

4.3 Classification Review.

The premise upon which the position classification review process is founded is that the organization as well as job content, job duties and job responsibilities can change over time. If a substantive portion of a position has changed, a review of an individual position classification and/or salary grade assignment may be requested.

An individual may request a review of his/her position and salary grade, or if a review is requested for a position with multiple employees, at least fifty (50%) percent of the individuals in that position title must participate in the request. A review shall be requested only once per year during the College's annual planning process and be submitted by March 31 for consideration. Board approval occurs in June if a reclassification is recommended. Only one job reclassification shall be allowed during the term of this contract for any position.

NOTE: Jobs will be considered for reassignment to a new salary range only when warranted by one or more of the following:

- Significant changes in the responsibilities of the job (typically at least 20% of the total job content)
- Significant changes in the competitive median market salary associated with the position

The review process shall be as follows:

1. A detailed rationale and request for review by an individual employee or group of employees shall be submitted in writing to the Chief Human Resources Officer (CHRO), who shall convene a meeting of the Job Evaluation Review Committee within fifteen (15) business days.
2. 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 Chief Human Resources Officer will forward the request and rationale to the College President for approval. The Committee has forty-five (45) business 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 CHRO shall submit the request to the College President.

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3. The College President will review the recommendation from the committee and either recommend that the grade change or promotion be made to the Board of Trustees at its June meeting or veto the recommendation. The College President has fifteen (15) business days in which to act. If the Board of Trustees approves the recommended change, the grade change will be implemented the last payroll of June.
4. The employee (or group) will be notified of the outcome of the review process, regardless of the outcome.

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

1. Chief Human Resources Officer or designee
2. President of the Organization or designee
3. Vice President of the relevant area or designee

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

An employee or employee group who requests a job evaluation and reclassification review and is approved for promotion to a higher pay grade will receive an increase of 3% or the minimum of the new pay range, whichever is greater.

4.4 Abolition of a Job Classification.

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

4.5 Reduction In Force.

A reduction in force may occur when the Board determines that a financial exigency or program change requires that the employment of one or more employees be terminated. A "program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or College operation because of a lack of student response to course offerings, legislative revisions to program funding, or a reorganization or consolidation of two or more divisions or departments. Using the following criteria, the College shall determine which employees are subject to a reduction in force and submit the recommendation to the Board:

1. Certification: Appropriate degree certificate and/or endorsement for current assignment required by the Higher Learning Commission or the Illinois Community College Board and the job description.
2. Professional Background: Professional education and work experience related to the current assignment.
3. Performance: Employee's effectiveness as reflected by the most recent written evaluations and/or other appraisal documentation.
4. Seniority: Years of service as a BUE under this agreement.

These criteria are listed in order of importance. The College shall apply them sequentially to the selected employment areas until the number of staff reductions necessary has been identified (i.e., if all necessary reductions can be accomplished by applying the certification criteria, it is not necessary to apply the performance or subsequent criteria).

The decision concerning a reduction in force shall be made at least two (2) months before the effective date. Notice of the decision shall state the reasons for the Board's action. The administration shall notify the affected employees and the Organization of its recommendation at least five (5) calendar days prior to the Board meeting at which the reduction of force will be on the agenda. Notice to the Organization shall be considered given on the date received by the Organization President or by another Organization officer if the Organization President is unavailable. Receipt shall be acknowledged in writing. Notice to the affected employees shall be considered given on the date it is mailed by certified mail return receipt requested.

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Upon request by the Organization, the College President or designee shall meet with Organization representatives to discuss whatever suggestions the Organization might have concerning layoffs.

4.6 Notice of Outsourcing or Subcontracting.

If the College determines that it is in the best interest of the College to outsource or subcontract the work of bargaining unit members, the Organization will be notified prior to the implementation of such outsourcing or subcontracting. Exceptions may be in case of emergency work.

4.7 Work Assignments.

Employees shall perform the job duties consistent with their classification and job description. Working hours and work assignments may differ among and within areas.

4.8 Work Schedule.

The normal full-time workweek shall be five (5) days. On four days of the workweek, employees shall work eight (8) hours and fifteen (15) minutes and on the fifth day, shall work eight (8) hours. During the break weeks when students are not present, employees shall work eight (8) hours per day.

4.9 Flextime.

Employees who are required or otherwise receive supervisory approval to work a modified schedule may modify their start or end times accordingly to maintain their usual number of hours in a standard workweek. Supervisors may approve flextime on a case-by-case basis so long as the operational needs of the College are met, and it does not create an undue burden. When flextime is denied, the supervisor shall provide a written explanation to the employee. Employees eligible for flextime include individuals who have completed the probationary period.

4.10 On-call and Standby Notice.

Employees who are expected to be available in an on-call or standby capacity outside of their standard work schedule will be notified at least one week in advance or as soon as practicable in an emergency. Should the employee be called to perform duties, the employee shall receive flex time in accordance with Article 4.9.

4.11 Remote/Hybrid Work.

Certain positions may be eligible for remote/hybrid work in accordance with Board Policy 7263 and administrative procedures. Positions eligible for remote work will be designated in the job/position description.

4.12 House Calls.

Employees shall not be obligated to make "house calls" or conduct College business at another employee or third party's private residence.

4.13 Performance Appraisals.

Employee's performance will be evaluated 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 in 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 appraisal shall be signed by the employee and supervisor. The signing by the employee is only to show that the employee has read and understood the appraisal and shall not be deemed to agree or disagree with its content. The employee shall receive a copy of the performance appraisal.

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4.14 Personnel File.

In accordance with Board Policy 7130, the College shall maintain one official file for each employee. 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 file. Said initialing by the employee is only to show that the employee has read the material and shall not be deemed to agree with its content. If the employee refuses to initial the written material, a copy of said written material will be placed in the employee's file upon the witness of a third party. If desired, the employee may attach a response to the material. The employee may inspect the file in accordance with the (820 ILCS 40/) Personnel Record Review Act.

4.15 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 Union 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 BUE. 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 an employee is called by an administrator or supervisor to a disciplinary conference where the employee receives a written warning or suspension, the employee upon request, may have an Organization representative present. If the employee requests an Organization representative be present during the disciplinary conference, any disciplinary conference shall be suspended up to two (2) workdays, or at a time agreeable to both parties.

The College shall schedule a pre-disciplinary meeting with the employee and the Organization prior to issuing disciplinary action involving suspension or termination. The College shall furnish the employee and the Organization 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 ensure the maintenance of order, or when the health and welfare of students or other staff are endangered by the continued presence of the individual(s).

4.16 Residency.

As a condition of employment, on or before the first day of work, an employee must be a resident of Illinois, a state that has a reciprocal agreement with the State of Illinois, or another state where the College has registered in accordance with Board Policy 7246.

4.16.1 Address Change Notification.

In accordance with Board Policy 7246, employees are responsible for providing their current address and telephone number to the Human Resources Office. In the event of a change of address or telephone number, forward the new information, in writing, to the Human Resources Office. As a courtesy, the individual should notify his/her immediate supervisor.

4.17 Ethics.

The Board of Trustees has approved an Employee Code of Ethics in Board Policy 7292 as required by all units of local government and school districts. The Code of Ethics addresses employee compliance with standards of integrity and quality, general responsibilities of employees, and conflict of interest. The ethics policy is available in the Human Resources Office and also on the HR portal page.

4.18 Drug-Free Workplace.

In accordance with Board Policy 7286, the College is committed to maintaining a work place that is free from the effects of drug and alcohol use. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

In accordance with the Federal Drug-Free Work Place Act of 1988, College employees shall not manufacture, distribute, dispense, possess or use illicit drugs, unauthorized prescription drugs, alcohol or controlled substances on the premises of any College building or facility (unless authorized), in College-owned vehicles, or during work hours. Likewise, employees also are prohibited from being under the influence of illegal drugs, controlled substances, unauthorized prescription drugs or alcohol on the premises of any College building or facility (unless authorized), in College-owned vehicles, or during work hours. Compliance with this policy is a condition of employment. Sanctions for violation of this policy extend to and include dismissal and referral for prosecution consistent with applicable local, state and federal law.

This policy does not apply to the lawful use of prescription drugs under the supervision of a licensed healthcare professional and within the limits of a valid prescription. An employee who has been prescribed drugs or who is taking over-the-counter medications that come in containers with warnings about drowsiness or interference with the ability to operate machinery or drive safely, is required, however, to consult with his or her doctor or pharmacist about the medication's effect on the employee's ability to perform his or her job safely, and to immediately disclose to his or her supervisor any medication-related work restrictions. Employees should not, however, disclose the type of drugs they have been prescribed or the underlying medical conditions, impairments or disabilities unless specifically directed to do so by their doctors or asked to do so by the College Human Resources Director or his/her Designee.

4.18.1 Pre-Employment Testing.

Applicants for any College position may be required to submit to and pass a drug test as a condition of employment, given to applicants with conditional offers of employment. Applicants shall be disqualified from employment with the College for refusal to submit to a required drug test, or for a confirmed positive drug test.

4.18.2 Drug Testing of Employees.

It is the policy of the College to conduct drug/alcohol testing where it has a reasonable suspicion that an employee may be under the influence of alcohol, illegal drugs or other controlled substances. In addition, any employee who is reasonably believed to have caused or contributed to an accident which resulted in personal injury requiring medical treatment away from the scene of the accident, or which disabled a piece of equipment or at the discretion of the Supervisor following an accident shall be tested for alcohol, illegal drugs or other controlled substances.

Employees subject to D.O.T. testing shall be tested in accordance with D.O.T. regulations in addition to the testing and discipline provisions of this policy. Refusal to submit to testing will result in disciplinary action, up to and including dismissal.

In the event the employee is so seriously injured that he/she cannot provide a sample of urine or breath at the time of the accident, the employee must provide necessary authorization to the College to obtain hospital records or other documents that would indicate whether or not there was the presence of controlled substances or alcohol in the employee's system at the time of the accident. Failure to comply with the authorization will result in the termination of employment.

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4.18.3 Reporting Obligations.

As a condition of initial or continued employment, employees shall abide by the terms of this policy and shall notify the College Chief Human Resources Officer of any criminal drug statute conviction, guilty or nolo contendere plea for a violation no later than five (5) calendar days after such conviction or plea.

For purposes of this policy, the term "controlled substance" means a controlled substance listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules I through V of the Federal Controlled Substances Act (21 U.S.C. ' 812), as further defined by regulation at 21 CFR ' ' 1308.11 through 1308.15. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD listed in schedules I through V of Section 202 of the Controlled Substances Act (21 USC ' 812.). For the purpose of determining whether the employee is under the influence of alcohol in violation of this policy, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood will be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

Employees who have completed a rehabilitation program will be subject to alcohol and drug screening prior to returning to work along with an additional random test for a period of 6 months after returning.

Employees employed on a grant provided by a federal agency and convicted of a criminal drug statutory offense are required to notify the Chief Human Resources Officer of this fact within five (5) calendar days of their conviction. The College must notify the granting agency within ten (10) calendar days of receiving notice from the employee, or otherwise receiving actual notice of such conviction. Within thirty (30) calendar days following notification of conviction, appropriate sanctions here within listed shall be imposed.

4.18.4 Information & Assistance.

From time to time during the academic year, the College may sponsor workshops or seminars and may distribute informational materials dealing with the dangers of drug abuse. Employees are encouraged to attend these seminars and to read the informational materials provided. Additional information regarding the dangers and health risks of alcoholic beverages and illegal chemical substances is available in Human Resources, the Counseling Center, and the Library.

The College provides an Employee Assistance Program (EAP) for employees. The EAP offers a confidential, cost-free referral and assessment service, 24 hours a day, for both employees and their family members. The EAP assists employees in dealing with personal problems including substance abuse, emotional, mental health, family, marital, financial, and legal problems.

4.19 Accident Reporting.

The safety of employees is a responsibility shared by the College and every employee of the College. The College carries Workers' Compensation Insurance to cover employees injured while on duty. All injuries must be reported immediately (or as soon thereafter as practicable) to the supervisor and to the MVCC Police Department. Employees are subject to discipline for failure to do so. Employees who have been out of work on Workers' Compensation must report to the Human Resources Office before returning to duty. It is suggested that employees call the Human Resources Office first to see whether a release is necessary and whether they will be able to return to duty.

4.20 Non-Interruption of Work.

During the term of this Agreement, neither the Union 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. 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 Union agrees, immediately upon being notified by the College, 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.

Article V - Compensation

5.1 Payroll Information.

All employees are paid bi-weekly on Friday through direct deposit. Employees are responsible for completing the ACH direct deposit form within three (3) business days of employment. Questions concerning a paycheck should be directed to the employee's supervisor or to the Director of Payroll. Payroll deductions for Federal and State Income taxes are required by law. New employees are required to fill out withholding forms prior to receiving their first check. If an employee wishes to change the number of exemptions claimed, a new withholding form must be filed with the Payroll Office.

5.1.1 Medicare Withholding.

Employees hired after March 31, 1986, contribute 1.45 percent of their annual salary (subject to the Social Security Taxable Limit) for Medicare coverage. An equal amount is contributed by the College. The percent of contribution is subject to change as required by Federal legislation.

5.2 Salary Schedule/Grades.

Employees will be compensated in accordance with the salary schedule in Appendix A. Initial placement on the salary schedule will be determined at the time of hire in accordance with the job classification.

5.3 Salary Increases.

Annual salary increases will be in accordance with the salary schedule in Appendix A.

5.4 Promotion.

A promotion is the assignment of an employee to a position in a higher salary grade than that to which the employee is currently assigned. Employees being promoted into a new position in a higher salary range will receive a promotional increase of up to 10% or the minimum of the new pay range, whichever is greater, based on the following:

- Employee's current pay level relative to market data for the new job, where available
- Pay levels of existing incumbents in the same or similar job
- Employee's qualifications
- Differential between pay range for current position and pay range for new position (midpoint to midpoint comparison)
- Minimum and maximum of new position's salary range
- Prior experience, with review of the experience formula as if the employee was a new hire

5.5 Lateral Transfer.

Employees moving into a position in the same salary range as to which the employee is currently assigned will normally not receive any salary increase.

5.6 Downgrade/Reduction.

Voluntary downgrades/reductions (employee-driven):

Employees moving voluntarily into a position assigned to a lower salary range will receive an immediate review and adjustment in pay, as necessary, that considers:

- Maximum of new position's salary range
- Pay levels of existing incumbents in the same or similar jobs

Involuntary downgrade/reductions (organization-dictated):

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Employees moving into a position assigned to a lower salary range due to a mandatory downgrade or job elimination will receive a two-step adjustment to pay:

Step 1: Employees above the maximum of the new range will have pay reduced to the maximum of the new range

Step 2: After a six-month transition period, employees will have their pay reviewed and adjusted, as necessary, to bring them in line with pay levels of existing incumbents in the same or similar position

5.7 Temporary Assignments.

For employees taking on only some of the other position's responsibilities, an employee's pay will be adjusted upward by up to 3% for non-union administrative work. The pay increase will commence after ten (10) business days of consecutively performing the duties and will be prorated over twelve months and paid to the employee for the duration of the assignment.

For employees taking on all of the other position's responsibilities, the promotional guidelines of a pay increase up to 10% or the minimum of the new pay grade, whichever is greater, will be followed. The pay increase will be prorated over twelve months and paid to the employee for the duration of the assignment.

5.8 Stipends for Special Project Pay.

Pay will be provided upon project completion or at key milestones for substantial, critical projects with broad-reaching impact and/or projects that are significantly above and beyond an employee's existing job responsibilities, as funding is available. Criteria, requirement for usage, amount to be paid; timing of payment, etc. will be determined by the Vice President and Human Resources. For grant-related projects, the College may pay up to the dollar amount specified in the grant, guided by grant criteria and budgets.

5.9 Holiday/Emergency Closure Compensation.

In the event the regularly scheduled workday of a BUE is canceled as a result of a College holiday or emergency closure, each BUE shall be paid for the hours that they were scheduled to work on that given day. Closure at one facility does not necessarily mean closure at all facilities.

Article VI - Benefits

6.1 Retirement Benefits.

6.1.1 State Universities Retirement System.

The State Universities Retirement System (SURS) covers the faculty and non-teaching employees of the State Universities and Colleges and serves as College employees' retirement program. Employees of the College are exempt from Social Security deductions.

All persons employed on a continuous basis and have expectations of work with a particular pattern or duration shall become participants immediately, as a condition of employment and cannot discontinue participation until the date of termination of employment or retirement. Should you leave the College prior to retirement, the State Universities Retirement System will notify you directly of your options.

Employee contributions equal 8% of gross earnings and are deposited in your retirement fund. These contributions are tax deferred, meaning the SURS deduction is taken prior to Federal and State Income tax deductions. The SURS deduction will be shown on your pay advice. Employees have the opportunity to select from three different retirement options with SURS. The options include the Traditional Benefit Package, the Portable Benefit Package, and the Retirement Savings Plan. A voluntary SURS Deferred Compensation Plan which provides members an avenue to save and generate additional retirement income is also available to members.

Additional information concerning the State Universities Retirement System is available through the SURS website at www.surs.org. Any questions should be directed to the Human Resources Office or SURS at 1-800-ASK-SURS.

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6.1.1.1 Community College Health Insurance Plan.

An insurance program has been established for community college retirees which provides health, dental, and vision benefits. The State Universities Retirement System is the agent responsible for administering the payroll processing component of the program. The payroll component involves the withholding of the current CIP rate from all active full-time employees.

6.1.2 Tax-Sheltered Annuity Programs (Section 403b and 457b).

Employees may participate in a tax-sheltered annuity program offered by various companies through payroll deductions. The Payroll Office can provide a listing of the current providers.

6.1.3 Post-Retirement Benefit Program.

Eligibility

The program shall be open to all current bargaining unit members who

1. Are able to retire according to SURS rules, and
2. have been employed by the College for the preceding fifteen (15) years in positions covered by the Professionals Organization.

Employees retiring under this contract should choose either December 31 or June 30 between January 1, 2025, and June 30, 2027.

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 Chief of Human Resources or designee with a copy to his/her supervisor and the Vice President as follows:

For June 30 retirements, application letters shall be submitted between October 1 and 31. For December 31 retirements, application letters shall be submitted between March 1 and 31.

The Chief of Human Resources or designee 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 three (3) bargaining unit employees with no more than one (1) applicant per fiscal year of this agreement. The College President may grant one (1) additional spot during the entire contract period. 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. If a waiting list exists for retirement benefit spots, the Chief of Human Resources or designee will contact the employee(s), in order of seniority, to inquire whether the employee 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 Chief of Human Resources or designee will notify the Organization 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. If 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 Chief of Human Resources or designee no later than thirty (30) calendar days after the March 31 or October 31 deadline dates in each respective year.

Insurance Supplement

The insurance supplement for retirement shall be \$5,000 per year for four (4) years. The employee is not eligible to remain on the College's group health insurance plan. Payment of the supplement shall not be

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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.

6.2 Insurance Benefits.

6.2.1 Health and Hospitalizaion Insurance.

Health and hospitalization insurance is provided by the College for full-time employees and their dependents effective with the date of hire.

6.2.2 Vision Insurance.

Partial payment of a yearly vision exam is paid for by the College for employees and their family members. Employees may purchase optional materials coverage for lenses, frames, and contacts.

6.2.3 Dental Insurance.

Employees have the option to participate in a group dental insurance program. The employee is responsible for payment of the entire premium for both individual and dependent coverage.

6.2.4 Section 125/Flexible Benefits.

The College has available to full-time employees a Section 125 Flexible Spending Plan for both health care and dependent care.

6.2.5 Term Life Insurance.

Term Life Insurance is supplied for employees equivalent to 2 times the annual salary, rounded off to the nearest \$1,000.00, with the College paying 100% of the premium. Accidental Death and Dismemberment coverage is part of your base Life Term Insurance coverage and insures you for the base amount doubled.

Employees have the option to purchase additional Term Life Insurance for themselves at group rates. Optional insurance may be purchased through payroll deduction. Dependent Life Insurance is also available.

6.2.6 Long-Term Disability Insurance.

A group Long-Term Disability Insurance program is provided at no cost to the employee. The group Long-Term Disability program provides a monthly benefit of 60% of the employee's base salary, but not to exceed \$7,500.00 per month. There is a ninety (90) day waiting period for any illness or accident. A booklet is provided in your employment packet detailing the program.

The State Universities Retirement System also provides a Long-Term Disability program which becomes effective after two years of service.

6.3 Holidays and Non-Emergency Closures.

Each Fall, the Board shall approve the holiday schedule. The following fourteen days are recognized as standard holidays.

Holiday	Date Observed
Independence Day	July 4
Labor Day	First Monday in September
Day before Thanksgiving	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day before or after Christmas Day	As scheduled
New Year's Day	January 1
Day before or after New Year's Day	As scheduled
Martin Luther King Jr. Day	Third Monday in January

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Presidents' Day	Third Monday in February
Floating Holiday	As scheduled
Memorial Day	Last Monday in May
Juneteenth	June 19

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.

Additionally, the Board shall approve planned, non-emergency closures, including but not limited to:

Spring Break Friday	As scheduled
Winter Break	December 23 – January 1
Summer Fridays	As scheduled

The Board may amend the holiday and/or non-emergency closure calendar as necessary.

When an authorized holiday or non-emergency closure occurs during a vacation period, the employee is paid for the holiday or non-emergency closure and not for a vacation day, even if the holiday or non-emergency closure falls on an off-duty day.

An employee must have completed the probationary period to be entitled to these benefits. An employee on a leave of absence will not be paid for the holiday or non-emergency closure. Grant-funded employees are entitled to these benefits if provided by grant funds.

6.4 Leaves and Absences.

6.4.1 Vacation Leave.

The purpose of vacation is to provide a traditional paid time off benefit that will (1) provide a restful break in year-round routine, and (2) support work force recruiting and retention.

Eligibility.

- A. Exempt Full-Time Employees' entitlement to earned vacation is 1.75 days per month based upon date of hire. In a twelve (12) month period, an employee would earn 21 vacation days.
- B. New Employees: Newly hired employees on probation (90 days) do accrue vacation entitlement; however, prior to the completion of the probationary period, newly hired employees may only use vacation time with supervisory approval if they have enough time accrued.
- C. Leave of Absence: No benefit credit will be accrued toward vacation entitlement, when a leave of absence has been approved for a continuous period exceeding 30 calendar days.
- D. Accrued Vacation Upon Notice of Non-Renewal: Upon notice of non-renewal of appointment, all unused vacation time must be used prior to the end date of the current appointment. Grant-funded employees are required to exhaust any unused vacation time prior to the end of the grant cycle upon notice of non-renewal. It is the responsibility of the grant employee and the supervisor to monitor the appropriate expending of vacation time throughout the grant cycle.
- E. Vacation Pay Entitlement Upon Separation: Unused vacation allowance will be paid to employees upon separation, no later than the pay date following the date of separation, subject to A through D above.

Scheduling.

- A. Minimum Duration: Vacations may be taken by separate weeks or days, but not less than one-hour increments.
- B. Credit - (Accrual): Vacation time may be accrued from year to year but in no case shall the amount of vacation time exceed 30 days without approval of the Board of Trustees.

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- C. Selection: Selection of vacation days is subject to approval of the employee's supervisor.
- D. 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.

6.4.1.1 Grant-funded Personnel Vacation.

BUEs employed on or before July 1, 2024, who are currently employed in a grant-funded position or who may be transferred to a grant-funded position shall be allowed to accumulate vacation leave the same as all professional employees employed prior to that date. Grant-funded employees will be required to use all applicable vacation time by June 30. Full-time grant-funded employees will be front-loaded five (5) days or 40 hours of vacation leave on or before July 15.

6.4.2 Personal Leave.

Employees shall be granted three (3) personal leave at the beginning of the 12-month period. The 12-month period shall be July 1 – June 30. Personal leave may be used for any reason but cannot be taken in conjunction with vacation or to extend holidays. Personal leave may be taken in half or full day increments and documented in accordance with administrative procedures. Unused personal leave shall be added to an employee's sick leave at the end of the 12-month period. Use of personal leave must be reported to the Human Resources Office in a timely fashion to ensure accurate records are maintained.

6.4.3 Sick Leave.

Full-time employees accrue sick leave at the rate of one (1) day per month. In a 12-month period, an employee would earn twelve (12) days of sick leave. Sick leave may be accrued from year to year. Accumulated sick leave will not be compensated upon termination of employment; however, it can be applied by the State Universities Retirement System in the computation of retirement benefits. Sick leave benefits are to be used for personal illness, injury, or medical appointments. Additionally, up to six (6) days each year of the employee's sick leave may be used for the personal care of a covered family member as defined by the (820) ILCS 191/) Employee Sick Leave Act. Use of sick leave for other family members not defined by the Act may be approved by the employee's vice president. Misuse of sick days is prohibited. Use of accrued sick time must be reported to the Human Resources Office in a timely fashion to ensure accurate reporting of sick time accrual. The College may require an employee to support a request for sick leave benefits of three (3) days or more by proper medical evidence. In addition, a physician's release may be required. The College also reserves the right to an independent medical evaluation at the expense of the Board.

6.4.4 Sick Leave Bank.

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 Workers' Compensation Act) may not use the bank.

To become a member of the bank, a bargaining unit employee will notify the Sick Leave Bank Committee of the intention to do so on a form that will be provided within 60 calendar days of hire. Individuals employed prior to the ratification of this Collective Bargaining Agreement shall have 60 calendar days from the effective date of the agreement to join the Sick Leave Bank using the provided form. To join, bargaining unit employees must contribute a minimum of sixteen (16) hours of accumulated sick leave to the bank, but may choose to contribute up to forty (40) hours of accumulated sick leave. All hours contributed to the sick bank are not refundable.

It is after the exhaustion of sick leave, vacation leave, and five unpaid workdays, in this succession that a 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 a family member.

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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) business 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 Organization members. In accordance with this purpose, the Sick Leave Bank shall not be used for single day occurrences.

- A. Any member of the Organization shall be eligible to voluntarily join the Sick Leave Bank. Bargaining unit employees who desire to join the Sick Leave Bank shall submit written notice of intent to do so on a form that will be provided within 60 calendar days of hire. Individuals employed prior to the ratification of this Collective Bargaining Agreement shall have 60 calendar days from the effective date of the agreement to join the Sick Leave Bank using the provided form. To join, employees must contribute a minimum of sixteen (16) hours of accumulated sick leave to the bank, but may contribute up to forty (40) hours of accumulated sick leave. Additionally, members must contribute eight (8) hours of accumulated sick leave at the beginning of each fiscal year using the provided form no later than July 15 of each contract year. Failure to make an annual contribution will forfeit an individual's membership in the bank. All hours contributed to the sick bank are not refundable.
- 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 180 calendar days, and after the exhaustion of one's sick leave, vacation leave, and five unpaid workdays, a 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 conjunction with their procedure. The sick bank will not grant time to those who do not follow this guideline.

- D. The maximum of twenty (20) sick days may be granted per member 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 sick and vacation leave accumulation, five unpaid workdays, and the date of eligibility for disability benefits from the State Universities Retirement System (60 calendar days) or if not covered by SURS, the date of eligibility for disability benefits as provided by Article 6.2.5 Long-Term Disability Insurance (90 calendar days) upon review by the Sick Leave Bank and Executive Committees.

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

- E. Whenever the Sick Leave Bank falls to sixty (60) days, the Sick Leave Bank Committee shall notify all members. To maintain membership in the bank, a member must contribute eight (8) hours of accumulated sick leave to the bank unless a member notifies the committee in writing within ten (10) business 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 eight hours.
- F. Authorized use of sick leave bank days by participating members shall be made in accordance

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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 the State Universities Retirement System or who is absent for illness due to a work-related injury (which is compensable under the Illinois Workers' 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 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. Employees applying to the Sick Leave Bank shall absolve and hold harmless in all respects Professionals Executive and Sick Leave Bank Committees, the Board, and the College.
- I. 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 Chief Human Resources Officer or designee in a timely manner.
- J. Sick leave time will be awarded in an amount that will be equal to the employee's normally scheduled hours and will not exceed those hours (i.e., an individual scheduled to work sixteen hours per week will only be able to receive 16 hours of leave per week).
- K. A Sick Bank member who retires from the College may contribute all remaining sick time after having fulfilled all requirements for SURS using the provided form to indicate the contribution.
- L. A Sick Bank member who voluntarily separates employment from the College may contribute all remaining sick time to the Sick Bank after giving notice to the College using the provided form to indicate the contribution.

6.4.5 Bereavement Leave.

Employees receive up to 5 days of paid bereavement leave and 5 days of unpaid bereavement leave to attend the funeral or alternative of an immediate family member; make arrangements necessitated by death of an immediate family member; grieve the death of an immediate family member; be absent from work due to (a) a miscarriage; (b) an unsuccessful round of intrauterine insemination or an assisted reproductive technology procedure; (c) a failed adoption match or an adoption that is not finalized because it is contested by another party; (d) a failed surrogacy agreement; (e) a diagnosis that negatively impacts pregnancy or fertility; or (f) a stillbirth.

Immediate family means an employee's spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild, child-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, or relative living in the employee's household.

Reasonable documentation must be submitted to Human Resources. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting in an event listed in (a) – (f), reasonable documentation shall include a form from the Department of Labor filled out by a healthcare practitioner or documentation from an adoption agency or surrogacy organization. An employee requesting leave for an event listed in (a) – (f) is not required to disclose which category of event the leave pertains.

Bereavement leave must be completed within 60 calendar days. In the event of the death of more than one immediate family member in a 12-month period, an employee shall be entitled to up to 6 weeks of bereavement leave. Bereavement leave shall be noncumulative.

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6.4.6 Jury Duty.

Employees of the College are expected to perform their civic duty when called for jury duty. The employee, in addition to retaining pay for jury service, will receive regular pay for the time spent on jury duty for regularly scheduled work periods. Leave of Absence forms with attached documentation must be forwarded to the Human Resources Office for inclusion in the personnel file.

6.4.7 Family & Medical Leave.

The College follows the provisions of the Family and Medical Leave Act (FMLA), as amended from time to time, as required by law. The provisions of the FMLA will be used for the administration of the policy except where superseded by agreements where the benefits of such agreements are greater than those provided for in the FMLA. For more detailed information on FMLA, refer to the FMLA section of the Employee Handbook, HR portal, or contact the Human Resources Office.

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 ensure presentation to the Board of Trustees. Employees who request parental leaves are required to have completed ten (10) 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 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.

6.4.7.1 Parental 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 Board, until the end of the month in which the 12-week period of leave expires.

6.4.7.2 Disability Leave.

An employee who is judged by a physician to be unable to work because of a temporary or permanent disability, eligible for benefits under FMLA, and who has exhausted all other entitled paid leaves may be eligible for an unpaid disability leave for a maximum of one (1) year. For further information, contact the Human Resources Office.

6.4.7.3 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 an unpaid leave for the period of active duty. Failure to reapply for re-employment within the timeframe required by law following discharge shall constitute a waiver of the right to re-employment.

6.4.8 Waiver of Cook County Paid Leave Ordinance.

The College and the Organization agree to waive the application of the Cook County Paid Leave Ordinance to the bargaining unit, based on the leave provisions provided in Article 6.4 of this Agreement and consistent with Section 42-5 of the Ordinance.

6.5 Educational Benefits.

6.5.1 Tuition Waiver.

Full-time employees at Moraine Valley Community College who enroll in courses at the College will have their tuition waived; the spouse of a full-time employee and dependent children under the age of twenty-six (26) and living in the employee's household are eligible to enroll in College courses at Moraine Valley Community College with 100% of the tuition paid for by the Board (including any course fees), subject to

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the following conditions: (1) 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 children. Employees shall also be allowed to take up to three (3) non-credit courses per academic year at the College, tuition-free. Seminars, workshops, memberships and special events/activities are excluded. No paying student shall be bumped. Tuition waiver forms are available online on the Human Resources portal page.

For the purposes of this agreement, "course fees" (as referenced) included with the tuition waiver are limited to the following current fees:

- a. College Activity Fee
- b. Student ID Fee (first-time only)
- c. Construction/Infrastructure Fee
- d. Technology Fee
- e. Student Practice Liability
- f. Supply Fee
- g. Course Fee
- h. Equipment Fee

Therefore, the following fees are not included in the tuition waiver:

- a. Book Charges, which include, but are not limited to, textbooks, equipment, and uniforms
- b. Third-Party Fees for Non-Credit Courses

Employees shall not receive a discount on textbooks.

6.5.2 Tuition Reimbursement.

Employees shall be eligible for reimbursement for courses taken at other recognized institutions of higher education in accordance with Board Policy 7285 and guidelines established by the Board.

6.5.3 Sabbatical Leave Program.

Bargaining unit employees with six (6) years of continuous service from their hire date on or before July 1, 2026, may request a sabbatical leave that begins on or after July 1, 2026. An employee who has completed a sabbatical leave may not again apply for such leave until the completion of subsequent six (6) years of service.

The leave will be conditioned upon a plan for educational study, research, or other activities proposed by the applicant and deemed by the Board to benefit the College and improving the quality and level of experience of the employee.

The sabbatical leave will be at full pay and for a period of time not to exceed six consecutive months. A combination of part-time work and leave activities may also be recommended.

In order to be eligible for consideration for sabbatical leave, the sabbatical leave application, which includes detailed plans, must be submitted to the Chief Human Resources Officer no later than December 1 of the year preceding for sabbatical leaves beginning on or after July 1 and August 1 for leaves beginning on or after January 1 of the following year.

The applications for sabbatical leave will be reviewed by the Executive Leadership Team and if deemed appropriate, will be submitted by the College President to the Board of Trustees for approval. If an

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application for sabbatical leave is denied, the reason therefore shall be communicated to the employee in writing. No more than one (1) employee may be granted a sabbatical in a given year.

If it shall become necessary in the granting of sabbatical leave to choose among applicants who have plans substantially equal in merit, the selection shall be determined first on the length of service and second on the date of application.

Before leave is granted, the applicant shall agree in writing that, if at the expiration of such leave the applicant does not return to the College for a period of at least one year, all sums of money received from the Board during the leave shall be refunded to the Board.

Upon returning to the College, the employee shall submit a report to the College President demonstrating that the conditions for which the sabbatical leave was granted were fulfilled. Failure to fulfill the conditions for which the sabbatical was granted may result in forfeiture of all sums of money received from the Board during the sabbatical leave.

6.6 Credit Union.

Employees may enroll in a credit union (not affiliated with the College) and have contributions deducted from their paychecks. Additional information is available in the Payroll Office.

6.7 Wellness Incentive Program.

Full-time employees may choose to enroll in the College's wellness incentive program. The wellness incentive program includes a Fitness and Recreation Center (FitRec) membership paid for by the College so long as the following criteria are met:

- The employee purchases a FitRec membership using payroll deduction for the first semi-annual period (January to June or July to December).
- If the employee uses the FitRec at least 34 times during the first semi-annual period, the membership will be paid by the College the following semi-annual period.
- The College will continue to pay the employee's FitRec membership so long as the employee uses the FitRec at least 34 times each semi-annual period and participates in an annual biometric screening.

The College-paid FitRec membership is for the employee only. Employees who wish to add a family membership will be responsible for the difference.

Article VII - Grievances

7.1 Definition.

A grievance shall mean a complaint by a BUE that there has been 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 employees. However, a grievance shall not be processed where the Board has retained sole and exclusive right to act, 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 "employee" shall also mean a group of employees 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 use the following procedure.

7.2. Procedure.

Grievances shall be processed as follows:

Step 1: Any employee 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) business days after such presentation. If the grievance is in written form, then a copy of the grievance shall be sent to the Human Resources Office.

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Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal, the grievance shall be referred by him/her in writing to the Chief Human Resources Officer within five (5) business days after the answer in Step 1 and shall be signed by both the employee and the grievance chair or if unavailable, the Organization president.

The Chief Human Resources Officer or designee shall discuss the grievance within three (3) business days with the grievant and the Organization representative at a time mutually agreeable to the parties. If no settlement is reached, the Chief Human Resources Officer or designee shall give a written answer to the Organization and the grievant within three (3) business days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Organization desires to appeal, it shall be referred in writing by the Organization to the College President within ten (10) business days after the response at Step 2. The College President or designee shall discuss the grievance within five (5) business days with the Organization representative and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the College President or appointed designee shall give a written answer to the Organization within five (5) business days following their meeting.

Step 4: Upon receipt of the written answer from the College President, the Organization may refer the grievance to arbitration within ten (10) business days. The parties shall attempt to agree upon an arbitrator within five (5) business 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 Organization 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 Organization 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 Organization requesting that he set a time and place, subject to the availability of the Board and the Organization representative.

7.3 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.

7.4 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 in writing 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 employees and shall be immediately implemented.

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7.4.1 Expense of Arbitration.

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

7.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business 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 Organization to proceed to the next step. Time is of the essence.

7.6 Organization and Board Grievances.

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

7.7 Individual and Board Grievance.

Individual Organization members shall sign their name to any grievance which they may file. When the Organization files a grievance involving an individual Organization member or a group of Organization members, that grievance shall be signed by the Organization President and grievance chairperson and the individual or group of Organization 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.

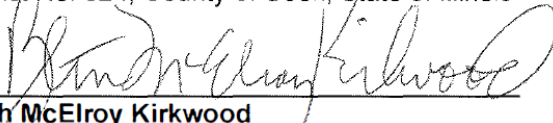
Professionals Agreement 2024-2027

Article VIII - Duration

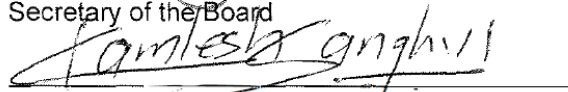
This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. June 30, 2027. Thereafter, it shall automatically renew itself from year to year thereafter unless at least 60 calendar days and not more than 90 calendar days prior to the termination date or anniversary thereof, either party shall give written notice to the other party by certified mail, return receipt requested, or personal delivery of a desire to amend, add to, or terminate this Agreement. In the event of such notice, the parties shall within a reasonable time thereafter, enter into negotiations concerning the request.

The Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Organization.


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

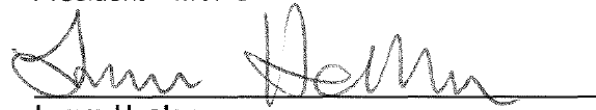

Beth McElroy Kirkwood
Chair, Board of Trustees

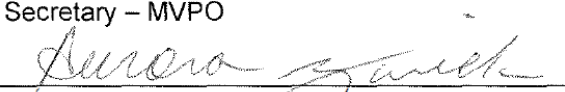

Tiffany S. Robinson
Secretary of the Board


Kamlesh Saenghvi
Chief Negotiator, Board/College

Moraine Valley Professionals Organization


Aurora Zwick
President – MVPO


Laura Haslam
Secretary – MVPO


Aurora Zwick
Chief Negotiator – MVPO

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Appendix

Appendix A - Salary Increases

Employees with pay at or above the maximum of their salary range will receive 50% of the general increase of the year, delivered in a lump sum payment.

Employees hired in during the fiscal year from July 1st through May 31st will receive a prorated general increase in July based on the number of full months in employment at MVCC. Employees hired on or after June 1st shall be raised to the new minimum of the labor grade and shall not receive the standard salary increase.

FY 2025 – 4.0%

Minimum labor grade increases 1%

Maximum labor grade increases 1%

FY 2026 – 4.5%

Minimum labor grade increases 1%

Maximum labor grade increases 1%

<u>SALARY GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>SALARY GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1	\$42,485	\$56,788	\$71,090	1	\$42,910	\$57,355	\$71,800
2	\$47,470	\$63,525	\$79,580	2	\$47,945	\$64,160	\$80,375
3	\$53,625	\$71,483	\$89,340	3	\$54,160	\$72,198	\$90,235
4	\$59,770	\$79,945	\$100,120	4	\$60,370	\$80,745	\$101,120
5	\$68,695	\$91,900	\$115,105	5	\$69,380	\$92,818	\$116,255

FY 2027 – 4.5%

Minimum labor grade increases 1%

Maximum labor grade increases 1%

<u>SALARY GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1	\$43,340	\$57,930	\$72,520
2	\$48,425	\$64,803	\$81,180
3	\$54,700	\$72,918	\$91,135
4	\$60,975	\$81,553	\$102,130
5	\$70,075	\$93,748	\$117,420

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Appendix B - Flextime Form

This form is under development.

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Appendix C - Temporary Assignment Form
This form is under development.

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Appendix D - Sick Leave Bank Contribution Form
This form is under development.