

THREE YEAR AGREEMENT

LAKE LAND COLLEGE

and

THE LAKE LAND COLLEGE CUSTODIAL ASSOCIATION

JULY 1, 2021- JUNE 30, 2024

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AGREEMENT BETWEEN LAKE LAND COLLEGE
AND THE LAKE LAND COLLEGE CUSTODIAL ASSOCIATION

Preamble

This Agreement has as its purpose the promotion of harmonious relations between the College and the Association and the establishment of an equitable procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Parties to Agreement

This Agreement is made and entered into by and between the Board of Trustees of Community College District #517 (Lake Land College) located in Mattoon, Illinois, hereinafter referred to as the "College," and Lake Land Custodial Association, comprised of custodial and maintenance employees, service workers and groundskeepers of Lake Land College, hereinafter referred to as the "Association."

Recognition of Rights

SECTION 1: Recognition. The College recognizes the Association as the sole and exclusive bargaining agent for all employees in matters pertaining to wages, hours and working conditions for the bargaining unit for which the Association has been certified. The following classifications are included in the bargaining unit: Custodians, maintenance employees, service workers and groundskeepers. Supervisors, professional, managerial, confidential, short term, part-time and student employees, guards and all other employees shall be excluded from the bargaining unit.

SECTION 2: Rights.

- (A) The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law. This includes, but is not limited to, all executive and management functions, the determination of the overall College budget, the establishment of qualifications, the selection of and direction and assignment of employees, including the designation of work location, the promotion, discipline,

dismissal, or demotion of employees, and the approval or termination of all courses and programs of the instruction in the College. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

- (B) The Association further recognizes that the Board may delegate its authority to manage and direct all the operations and activities of the College to the administrative staff and that those customary and usual rights, powers, functions and authority possessed by management are vested in the administration and the administration shall continue to exercise such powers, duties and responsibilities during the term of this Agreement.

SECTION 3: Contract Negotiations. If either the Association or the College desire to change, terminate or modify this Agreement, a written notice shall be given by either party to the other prior to March 1 of the appropriate year. Negotiations will begin no later than 30 days after the March 1st date, provided the proper written request has been submitted by either party.

ARTICLE II

Non-Discrimination

SECTION 1: Lake Land College does not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, disability, marital status, veteran status, sexual orientation, union activity or any basis of discrimination precluded by applicable federal and state statutes.

ARTICLE III

Union Dues

SECTION 1: Dues Deduction and Revocation. The College will commence dues authorizations within 30 days of notice from the union. The College will deduct dues in accordance with the terms of an employee's written authorization.

The College will direct dues revocation requests to the union. The union will process and notify the College of any revocations. The College will be indemnified by the union for damages and reasonable costs incurred for any

claims by employees for deductions made in good faith reliance on our notification.

SECTION 2: Union Access to Information. The College will provide to the Union a complete list of the following information for all employees in the bargaining unit. This information will be provided within 10 calendar days from the beginning of every school term and every 30 calendar days thereafter in the school term, and additionally for newly hired bargaining unit employees, within 10 calendar days from date of hire:

name

address

job title

date of hire

worksite location

work telephone number

work email address

personal home or cellular phone number on file with you

personal email address on file with you

This list should be provided in excel format and sent to the Union President. The Union will notify the College of any change in the Union President position.

The College will give union officials reasonable access to workplaces for grievance investigations and meetings, as well as access to employee mailboxes and bulletin boards, in accordance with Section 3(c) of the Illinois Educational Labor Relations Act.

ARTICLE IV

Seniority and Probationary Period

SECTION 1: New Employees. Probationary employees will not be entitled to any personal leave, sick leave or vacation benefits contained in this Agreement, except that when the probationary period is completed all vacation and sick leave benefits will be accrued from an employee's original hiring date. If at the end of ninety (90) days the employee's work is satisfactory, based on the performance report, he/she will be granted full-time employment status. However, a probationary employee may be discharged or disciplined without demonstrating reasonable and proper cause and the probationary employee shall have no right to grieve discipline or a probationary discharge at any time.

SECTION 2: Seniority.

- (A) The seniority status of each employee shall be based on the employee's latest hiring date in a full-time position.
- (B) In the event of a layoff or reduction in force within a job classification, the employee within that job classification with the least seniority shall be the first to be laid off provided the remaining employees within the job classification are qualified to perform the work.
- (C) In cases where the work force is decreased, certified employees laid off shall be called back prior to employment of new employees for a period of one (1) year from the date of lay off for jobs for which they are qualified. The employee shall be given two (2) weeks from the notice of call back to report for employment.
- (D) Discontinued jobs reinstated. If a job is discontinued and later reinstated within a year, the certified employee/employees who held the job before it was discontinued will be given first refusal to return to the job in order of their seniority.
- (E) If an employee's position is eliminated, that employee may replace an employee with less seniority in another job classification provided that the employee replacing another employee is qualified by a combination of training and testing/or experience to do the work.

SECTION 3: Change in Work Schedule. If an employee's workshift or work day schedule is permanently changed that employee shall have the right to bump an employee with lesser job seniority within the same job classification. The affected employee has two (2) days to bump starting with his/her next regularly scheduled work shift day after notice has been given. Bumping shall continue until all positions are filled. Employees shall move to their new positions as soon as all bidding and bumping are completed.

A work shift change of two (2) hours or less, as defined in Article V, Section 1(B), shall be considered as a minor change and shall not be considered as permitting bumping rights.

Work shift flexing will be allowed when mutually agreed upon by the employee and the administration. College supervisors and employees will have good communication when flex hours will be used to avoid any disruption to College services.

SECTION 4: Students/Part-Time Employees. The College may hire students and/or part-time help to perform a variety of physical plant duties as the need and economic conditions require, but subject to the following conditions:

- (A) The employment of students and/or part-time employees will not be the cause for laying off, replacing, reassigning, or reclassifying any full-time positions.
- (B) Students and/or part-time employees may be employed to temporarily fill job vacancies during the search process for a permanent employee or during periods of vacation or absence due to illness, injury or disability of current employees.
- (C) Students and/or part-time employees shall not be eligible to become members of the bargaining unit and shall not be covered by the terms of this Agreement, and shall not have any seniority rights.
- (D) Students and/or part-time employees are defined as any non-contractual employee who works not more than 1,040 total hours during any twelve (12) month period of employment.

ARTICLE V

Job Bidding and Posting

SECTION 1: Job Posting.

- (A) All full-time job vacancies or new positions established within the bargaining unit shall be posted for three (3) business days for the first posting and three (3) business days for each subsequent posting, in the Human Resources Office and in the Training Room or by electronic means.

Advancement - When an employee takes or is assigned by action of the College to a position in a higher grade, the employee shall receive a salary increase equal to the difference between the current grade beginning salary and the grade beginning salary of

the new grade. The new position shall be subject to a ninety (90) day probationary period.

Transfers - When an employee takes a position in a lower salary grade, the employee's salary shall be reduced by the difference in the beginning salaries of the two (2) grades involved.

- (B) Full-time openings will be posted according to job classification, primary duties, work shift, work location and days of week. Work location shall be defined as either main campus, or Kluthe Center. Minor changes in assigned duties and/or changes in the assigned work shift of two (2) hours or less shall not be considered as a new position requiring that it be posted but employees shall be provided not less than a one (1) week notice prior to any change in assigned work shift.

The two (2) hour limitation is cumulative rather than being a limit applicable to each change. Thus, if a job is established and bid on the basis of a work shift of 7 a.m. to 4 p.m., the shift can be changed as needed but it cannot start before 5 a.m. or end after 6 p.m. without rebidding it as a new position. Changes in assigned duties, work location and/or changes in assigned work shift shall be made only to meet a legitimate College need and such changes shall not be arbitrary or capricious.

Collective bargaining unit employees will waive the two (2) hours work shift as stated in Article V, 1B and flex their normal shift when given four (4) weeks' notice to accommodate department wide training no more than two (2) times in a fiscal year.

- (C) Part-time and/or temporary openings will not be posted for bid. Temporary positions shall be subject to the following conditions:
 - (1) A temporary position may result from the establishment of a new position that is to be of short duration or because of a temporary vacancy in a full-time position.
 - (2) Temporary positions will normally be of an expected duration of ninety (90) days or less. If a temporary new position exceeds ninety (90) days the extension of time shall be discussed with and approved by the Association. If a temporary position resulting from a temporary vacancy in a full-time position exceeds ninety (90) days, except in those

circumstances in which the vacancy is the result of illness or injury and the expected period of disability is unknown, the Association will be advised as to the reason for the extended time and the expected termination date for the temporary position.

(3) A temporary position may be filled by either the employment of a new temporary employee or the temporary assignment of a current employee to fill the opening. A current employee assigned to fill a temporary position shall be given not less than a one (1) week notice prior to the change in assignment except in emergency situations or when the assignment is to temporarily fill a vacancy during the posting period until a permanent assignment is completed. An employee assigned to a temporary position for sixty (60) days or more may request a return to the employee's last regular full-time position and the College shall make a reasonable effort to comply with the employee's request.

(D) The College shall have the right to fill temporary positions to best meet the needs of the College. Although temporary positions are not subject to bid, current employees may request assignment to such positions and their request will be given consideration with the decision made on the basis of what is in the best interest of the employee and the College. Employees assigned to fill temporary positions, either by request or otherwise, will return to the employee's last full-time position unless the employee has been assigned to a new position under the bidding procedure.

SECTION 2: Job Bidding.

(A) Current employees will be allowed three (3) business days to bid on the first posting and three (3) business days for each subsequent posting. Upon completion of the posting period the College will award the job to the applicant with the most seniority provided that this senior employee is determined to be qualified by a standardized test for the position and the qualifications on the job description.

(1) Employees going on vacation with specific interest in possible vacancies are to pre-bid the vacancy by submitting a written job bid to the Human Resources Office prior to going on vacation.

- (2) After the posting period has expired and the College has awarded the position to the most senior qualified applicant, as stated in Section 2A. The first ninety (90) days in the new position shall be considered as a probationary period if the position is in a new classification. The employee will be paid at the rate of pay for the new position. If during the probationary period it is determined that the employee is not satisfactorily performing the duties of the position, the employee shall be returned to the employee's last regular full-time position and the College will then award the job to the next most senior qualified applicant.
- (B) If there are no qualified applicants for a job from within the existing staff the College may go outside to hire a qualified person on either a temporary or permanent basis. Any new employee must serve a probationary period.
 - (C) If there are no qualified employee applicants for a job opening and the College is unable to find a qualified applicant from outside, the College may establish the job as a trainee position. The most qualified applicant shall be assigned to the position subject to the following conditions:
 - (1) The College will establish a training program for the employee, which if completed successfully, will qualify the employee for the job.
 - (2) The employee's rate of pay will not be increased until a ninety (90) day probationary period has been completed. This probationary period may be extended an additional thirty (30) days (up to a total of 120 days) without a pay rate increase if the Supervisor's evaluation shows that satisfactory progress is not being made by the employee toward learning the new job. The reason for the extension must be explained to the employee in writing and signed by the employee and the College. Granting of a pay increase at the end of either the ninety (90) day or one hundred twenty (120) day probationary period does not mean that the employee is qualified for the new job. Only successful completion of the training program will make the employee qualified.

- (3) If part of the training includes courses offered by the College, these will be made available to the employee at no tuition cost on the employee's own time. The College will make a reasonable attempt to adjust the employee's work schedule, if necessary, to permit the employee to attend scheduled classes.
 - (4) If at any time the College determines, based on performance, that the employee is not making satisfactory progress (such as not attending classes, not receiving passing grades, not learning in on-the-job situations, engaging in poor or unsafe work practices) the employee will be returned to the employee's former job, at the corresponding rate of pay for that position.
- (D) If there are no qualified applicants for a job as a trainee position from within the existing staff, the College may go outside to hire a qualified trainee. The employment of a trainee from outside shall be subject to the following conditions:
- (1) The College will establish a training program for the employee, which if completed successfully, will qualify the employee for the job.
 - (2) The initial rate of pay for a trainee shall be eighty percent (80%) of the wage rate for the position. If the employee is making satisfactory progress in the training program the employee's rate of pay will be increased to ninety percent (90%) of the wage rate for the position at the end of ninety (90) days. The employee's rate of pay will be increased to one hundred percent (100%) of the wage rate for the position upon successful completion of the training program and becoming fully qualified for the position.
 - (3) If part of the training includes courses offered by the College, these will be made available to the employee at no tuition cost on the employee's own time. The College will make a reasonable attempt to adjust the employee's work schedule, if necessary, to permit the employee to attend scheduled classes.
 - (4) If at any time the College determines, based on performance, that the employee is not making satisfactory progress (such as not attending classes, not receiving

passing grades, not learning in on-the-job situations, engaging in poor or unsafe work practices) the employee will be terminated.

ARTICLE VI

Hours of Work and Overtime

SECTION 1: Standard Work Day. The regular work day will be eight and one-half (8 ½) consecutive hours of work, with a one-half (½) hour unpaid lunch period. Lunch and other break periods will be scheduled by the employees' supervisors.

SECTION 2: Break Periods. All full-time employees' work schedules shall provide for a twenty (20) minute paid rest period during each one-half (1/2) shift. Whenever feasible, the rest period will be scheduled at the middle of each one-half (1/2) shift.

SECTION 3: Standard Work Week. The regular work week shall be forty (40) hours per week. The days and hours listed on the individual employee's bid sheet will be used for the purpose of computing payroll and overtime pay. The bid sheet will be used solely to create an individual employee's work week. All other work and pay clauses shall remain in effect.

SECTION 4: Summer Session Work Day and Work Week. If the College establishes a four (4) day summer work week schedule, the standard work day will be eight and one-half (8 ½) hours plus a one-half (1/2) hour unpaid lunch period. It is recognized by the Association that this eight and one-half (8 ½) hour work day for four (4) days equals a thirty-four (34) hour work week and that the Association members will be paid for a forty (40) hour work week. Because of this, the Association agrees that when needed they will work ten (10) hours in a day without extra compensation as long as the ten (10) hour day is part of their regular work week. The Supervisor will make every reasonable effort to see that the ten (10) hour work days are distributed evenly among all members of the Association.

Summer Session work schedules will not require any Association member to regularly work a day not in his/her work schedule unless coverage cannot be arranged by voluntary shifts in other employee work assignments for such period.

SECTION 5: Overtime. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one work week. (See Appendix B for Time Entry Example) Double time shall be paid for all hours worked on a regularly

scheduled holiday provided that the work day before and the work day after the holiday are worked.

Lists for overtime shall be maintained by job classification and shall list employees within the job classification by seniority. A listing of all custodian and service workers by seniority shall be maintained for overtime for custodial work. Overtime shall be offered on a rotational basis starting with the most senior employee on the list except in the case of an emergency. An employee who declines the overtime shall be passed over and will revert to the bottom of the list in the same manner as if the employee had worked the overtime.

In the event that College requests for overtime are not satisfied by voluntary participation, the College may offer Grounds and Maintenance staff to volunteer for said overtime by offering said overtime assignment in seniority order. If still unfilled, the College shall have the right to make and post overtime assignments on a rotating basis, in reverse order of seniority.

Grounds and maintenance overtime will be determined by the Director of Physical Plant Operations. The Director of Physical Plant Operations will make every reasonable effort to distribute overtime equitably.

In computing overtime pay, all paid benefit time (vacation, sick leave, personal leave, and bereavement leave) in that week will be counted as time worked.

There shall be no pyramiding of overtime pay. This means that only the highest overtime rate earned will apply for overtime hours worked.

SECTION 6: Reporting Pay. Any employee who reports to work on his/her scheduled shift and is sent home or any employee who is called in at a time other than his/her regular shift, shall be paid a minimum of two (2) hours pay at his/her normal rate of pay at time and a half (1 ½). This section does not apply to overtime that is merely an extension of a work shift at either the beginning or end of the shift.

SECTION 7: Compensatory Time. Overtime can be taken in pay or Compensatory Time at the employee's discretion with supervisor's approval.

However, an employee may not earn or accumulate more than eighty (80) hours of Compensatory Time and shall be paid overtime once the eighty (80) hour maximum is attained. Accumulated compensatory time may be converted back into overtime and paid out to the employee at the employee's discretion at the next scheduled pay period. Example: 8 hours of time-and- one-half would equal 12 hours of Compensatory Time. Compensatory time-off is time during which the employee is not working. Therefore, compensatory time-off is not counted as "hours worked" for purposes of overtime compensation.

SECTION 8: Attendance/Failure to Report to Work. The parties recognize that daily attendance is necessary to ensure a safe working environment and peak performance from all employees of the College. It is expected that all bargaining unit employees report to work at the beginning of their designated shift, including overtime shifts the employees have agreed to work, and remain until their shift is over unless they have made arrangements in advance with their supervisor. Bargaining unit employees must have benefit time available as stated in the contract when taking time off from regular work time. Absence from overtime shifts the bargaining unit employee agrees to work must be approved by their supervisor.

It is acknowledged that an employee may become ill during working hours and may need to leave without giving advance notice. The Supervisor or designee shall be notified prior to the employee leaving and an *Employee Absence Report* shall be completed by the bargaining unit employee and signed by the supervisor for each regular time absence.

Absences from work without approval will be grounds for disciplinary action by the Administration. For each unapproved absence the employee will be docked for time not worked. Absenteeism will follow progressive disciplinary action as outlined below:

- First Offense: Oral Warning
- Second Offense: Written Warning
- Third Offense: Three (3) day suspension without pay
- Fourth Offense: Dismissal

Consecutive day absences qualifying for disciplinary action will cause one or more offenses to be bypassed, depending upon the length of the absence. For example, discipline for a two (2) consecutive days unapproved absence would begin at the Second Offense level for a first-time offender; at the Third Offense level for an employee previously at the First Offense level; or at the Fourth Offense level for an employee previously at the Second Offense level. Each

disciplinary action will be kept on file and remain for a period of thirty-six (36) months. After thirty-six (36) months the disciplinary action will no longer be valid.

ARTICLE VII

Working Conditions

SECTION 1: Job Assignments. All employees are expected to perform any duties assigned to them. If any employee is shifted temporarily to a position paying a lesser wage, no reduction shall be made in the employee's wages. Any employee who is assigned to work in a different job classification for at least two (2) hours in any one day shall receive compensation for hours worked in said classification as stated in Article V, Section 1, Job Posting. For training purposes, an employee may be assigned to a higher paying job for a period up to three (3) months without an increase in the hourly salary, or a longer period of time with the Association's approval. No employee will be moved from the employee's regular job to accommodate a trainee without the employee's prior consent.

Employees are not required to accept work assignments from anyone except their supervisor or the supervisor's designated representative.

SECTION 2: Job Classifications and job descriptions shall be developed for each position, and shall be provided to the employee and to the Association upon request. No job descriptions will be changed by the College without prior consultation with designated representatives of the Association. Nothing herein shall prevent the College from exercising its inherent management right to make any necessary changes in job descriptions to meet College needs provided that the prior consultation requirement has been satisfied.

SECTION 3: Pay Periods. Payroll is generally distributed on the dates designated by Administration as payroll dates for all College employees.

SECTION 4: Shift Work. No differential will be provided for pay scale as related to shift.

SECTION 5: Physical Examinations. Should any physical examination be required by the College, the College will pay the cost of the examination and assign the physician.

SECTION 6: Work Uniforms. Proper and appropriate fitting work attire provides for a safe working environment and provides for the easy recognition of Physical Plant Department employees as representatives of Lake Land

College. Therefore, uniforms will be worn in a professional manner as determined by the College.

To professionalize the appearance of Physical Plant Department employees, the College shall furnish uniforms. The College will provide 6 shirts, 6 pants, and 1 jacket to all full time employees. Employees may wear acceptable pants of their own choosing as long as it meets with the College's requirements. Bargaining unit members who choose to provide their own pants shall pay for their own pants. Acceptable pants shall be determined by their Supervisor.

Uniforms must be worn by all bargaining unit members at all times while on duty.

The Supervisor shall determine styles, when replacement uniforms are needed, and when bargaining unit members must wear long pants for safety reasons.

SECTION 7: Inclement Weather. If the College is officially closed due to inclement weather conditions, or other circumstances, employees shall designate the date on the timecard as "College Closed" and credit the day as eight (8) hours worked.

If the College President authorizes a shortening of hours because of existing or anticipated weather conditions, the employee shall designate the time in attendance on the timecard, followed by "College Closed" and credit the remaining hours of the employee's shift. The balance of the shift will be paid at the regular rate of pay. Employees who had taken the day off will have that day subtracted from their accrued benefit leave as would have occurred had the shortening of hours not happened.

SECTION 8: Required Trainings. The College shall provide time and computer access (as applicable) within the regular work day for the completion of any assigned trainings.

ARTICLE VIII

Code of Conduct

As a Lake Land College team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also requires that employees refrain from any behavior that might be harmful to themselves, co-workers, the

College, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the College. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the College considers inappropriate include, but are not limited to, the following:

- Falsifying employment or other College records;
- Falsification of claims;
- Violating the College's anti-harassment policy;
- Excessive, unnecessary, or unauthorized use of College property and supplies, particularly for personal purposes;
- Bringing or using alcoholic beverages on College property or using alcoholic beverages while engaged in College business off the College's premises, except where authorized;
- Fighting or using obscene, abusive, or threatening language or gestures or creating a disruptive environment through negative behavior;
- Performance related issues;
- Theft of property from co-workers, customers, or the College;
- Disregarding safety or security regulations;
- Failure to complete and submit worker's compensation forms within 48 hours of the incident or when the employee reasonably knew they were injured;
- Insubordination; and
- Failing to maintain the confidentiality of College, customer, or client information.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

ARTICLE IX

Discipline

SECTION 1: Adoption of Rules and Regulations. The College may adopt such rules and regulations as it deems necessary and appropriate concerning the discipline of employees covered by this Agreement so long as such rules and regulations are equitable and not in conflict with the terms of this Agreement. In formulating disciplinary policy the College shall adhere to the precept of corrective disciplinary action (i.e., discipline designed to correct rather than punish an employee's behavior).

SECTION 2: Disciplinary Actions. No employee shall be subject to discipline or discharge without just standards and reasonable and proper cause. However, reasonable and proper cause shall not be required in the discipline or discharge of a probationary employee. The College may refer the employee to an employee assistance program prior to, or in conjunction with, reprimands or suspensions. Disciplinary action may include any of the following:

- (A) Oral reprimand
- (B) Written reprimand
- (C) Suspension without pay
- (D) Dismissal

The College shall follow a policy of progressive discipline; however, progressive discipline may be bypassed depending upon the severity of the offense.

SECTION 3: Procedures. Disciplinary action shall be taken only in situations of reasonable and proper cause and shall be in accordance with the following procedures:

- (A) Employees subject to disciplinary action shall have the right to Association representation in disciplinary proceedings, including verbal warnings and oral reprimands, and the Association shall be advised in writing of all disciplinary actions resulting in possible suspension or dismissal. An employee who is disciplined will be provided a written copy of the discipline.
- (B) When an employee is required to meet with an administrator and the results of this interview may lead to disciplinary action of either suspension or discharge, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have an association representative of choice in attendance at said meeting. This procedural requirement is not intended to prevent the immediate temporary suspension of an employee if in the judgment of the administrator the situation is sufficiently serious to warrant such action. If a temporary suspension is initiated the required interview will be scheduled to take place as expeditiously as reasonably possible.

- (C) If the College has reason to discipline an employee, this action, insofar as practicable, shall be done in a manner that will not embarrass the employee before other College personnel or the public.
- (D) In situations where an employee's continued presence on the job constitutes a clear and present danger to the employee, other College personnel, or to the health and safety of the public, the College may at any time suspend the employee, with or without pay as the circumstances deem appropriate.
- (E) Disciplinary action resulting in suspension without pay must be in compliance with the provisions of this Agreement and must be approved by the Vice President for Business Services; and disciplinary action resulting in dismissal must be in compliance with the provisions of this Agreement and must be approved by the College President.
- (F) Transfers, reassignments, shift assignments and job assignments shall not be made for the purpose of imposing discipline.

ARTICLE X

Wage Rates

SECTION 1: Explanation of Rate Schedules. New employees, those hired after June 30, 2021, will use the rate schedule in Appendix A as a beginning rate and receive wage rate increases as indicated in Section 2.

SECTION 2: Eligibility. To be eligible for an annual increase, a new employee must be hired prior to April 1st of the current fiscal year. The annual increase will be granted after the new employee completes the ninety (90) day probationary period. The increase will not be retroactive to July 1. This does not apply to employees who are on probationary status due to advancement, transfers, bidding, or bumping. The employee's total annual wages shall meet all federal and state law requirements including SURS.

SECTION 3: Wage Increases.

The employee's total annual wages shall meet all federal and state law requirements including SURS. Qualified employees for whom the Board has accepted resignations under Article XVII ("Planned Retirement Program") shall follow that section relative to wage increases.

7/1/2021-6/30/2022:

A full-time bargaining unit member who has completed their probationary period as of June 30, 2021 and has been employed by the College less than 20 years shall receive an increase of base wages of \$1.40 per hour. A full-time bargaining unit employed by the College for 20 or more years shall receive a base salary wage increase of 2.5%.

7/1/2022-6/30/2023:

A full-time bargaining unit member who has completed their probationary period as of June 30, 2022 and has been employed by the College less than 20 years shall receive an increase of base wages of \$1.50 per hour. A full-time bargaining unit employed by the College for 20 or more years shall receive a base salary wage increase of 2.5%.

7/1/2023-6/30/2024:

A full-time bargaining unit member who has completed their probationary period as of June 30, 2023 and has been employed by the College less than 20 years shall receive an increase of base wages of \$1.60 per hour. A full-time bargaining unit employed by the College for 20 or more years shall receive a base salary wage increase of 2.5%.

ARTICLE XI

Tuition Waivers

Employees will be approved for a tuition waiver for state-funded courses. The employee will submit an application for a tuition waiver for each course to the Accounting Office prior to registration. Conditions for the application are:

- (A) Eligibility for a tuition waiver shall include the employee, spouse and their dependent children as defined by the U. S. Internal Revenue Code. The employee is responsible for submitting the Trustee's tuition waiver form prior to enrollment so that his or her tuition will be waived.
- (B) Tuition waiver students shall not be included in the determination of the minimum number of students required for a class to be taught.
- (C) Employees shall not enroll in classes during normal working hours subject to contract provisions, except when requested in advance and approved by the Vice President of Business Services.
- (D) Tuition waiver students shall be subject to all registration and course fees when enrolling in a course.

- (E) Tuition waiver students, excluding employees, shall apply for scholarship funds that may be used in lieu of tuition waivers as set forth in this policy.

ARTICLE XII

Grievance Procedure

SECTION 1: Definition. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement.

SECTION 2: Guidelines:

- (A) The resolution of grievances shall transpire during times mutually agreed upon by both parties at the respective steps.
- (B) The grievant must be present at all grievance hearings and conferences.
- (C) The grievant, at his or her option, may request that a member or representative of the Association participate in the grievance process. However, an Association representative must be present at all steps following the Informal Step. The administration will inform the Association of times and places of all meetings where the grievant has not requested Association representation.
- (D) A grievance may be withdrawn or resolved at any step without affecting the disposition of future grievances.
- (E) If a grievance involves several employees and/or the Association, the Informal Stage may be bypassed and the grievance may be initiated at Step Two of the Formal Stage of the grievance steps. If the grievance is not satisfactorily resolved at this step it may be appealed to the next step in the same manner as any other grievance.
- (F) The time provisions at any step may be altered by mutual consent of the grievant(s) and the appropriate representative of the College.
- (G) At each level beyond the Informal Stage signatures triplicate copies of the grievance and the subsequent response, also in

triplicate, shall be issued. The grievant retains a copy of all filings and responses. A second copy of all statements will remain with the administration at the appropriate level and may be forwarded as necessary; a third copy will be sent to the Association.

SECTION 3: Grievance Steps:

- (A) Informal Stage. An individual employee who believes his or her rights have been abridged as provided in this contract shall, within ten (10) College business days after the alleged grievance occurred or should have reasonably become known, make an attempt to resolve the alleged grievance in an informal verbal discussion between the employee and his or her immediate supervisor. "Should have reasonably become known" is defined as reasonable knowledge of the actual occurrence or act giving rise to the grievance but does not include mere discussions regarding the possibility of an act or event which has not yet occurred. The employee shall have the right to representation. If the alleged grievance is not brought to the attention of the employee's immediate supervisor within this ten (10) day time period, it will be considered untimely and not grievable.

- (B) Formal Stage.
 - (1) Step One. If the grievance is not resolved in the informal stage the grievant may, within ten (10) College business days of the time of the final action in the Informal Stage, present in writing to his or her immediate supervisor the grievance. A statement of the grievance shall: name the grievant involved, state the facts giving rise to the grievance, identify all provisions of this contract alleged to be violated, state the contention of the grievant, be signed by the grievant and indicate the settlement requested. Within ten (10) College business days after the written grievance has been presented to the immediate supervisor, a conference shall be arranged to discuss the grievance. Within ten (10) College business days after the conference a written response from the immediate supervisor stating the disposition of the grievance shall be forwarded to the grievant, with copies forwarded to the Association and to the appropriate administrators.

 - (2) Step Two. If the grievance is not resolved in Step One of the Formal Stage the grievant may, within ten (10) College

business days of the filing of the decision of the immediate supervisor, submit to the Vice President of Business Services a statement of the grievance signed by the grievant. Within ten (10) College business days after receipt of the statement of the grievance the Vice President for Business Services shall arrange a conference with the grievant to discuss the grievance. Within ten (10) College business days after the final conference the vice president shall file a written disposition of the grievance with the grievant and forward copies to the President of the College and to the Association.

- (3) Step Three. If the grievance is not resolved in Step Two of the formal stage the grievant may, within ten (10) College business days of the filing of the decision of the Vice President for Business Services, submit to the President of the College a statement of the grievance signed by the grievant. Within ten (10) College business days after receipt of the statement of the grievance, the President shall arrange a conference with the grievant to discuss the grievance. Within ten (10) College business days after the final conference the President shall file a written disposition of the grievance with the grievant and the Association.
- (4) Step Four. If the grievance has not been satisfactorily resolved at Step Three the grievant may, within ten (10) College business days of the Step Three response, submit the grievance to the Resource and Development Committee of the College Board of Trustees. The President of the College shall forward the original grievance, all subsequent responses and any other written material pertaining to the grievance to the Committee. The Committee will investigate the alleged grievance and at the option of either the Committee or the grievant shall schedule a meeting with the grievant. At the first regularly scheduled meeting of the Resource and Development Committee of the College Board of Trustees, which is at least ten (10) College business days subsequent to the date the grievance was submitted for a Step Four review, the Committee will make a recommendation to the Board for disposition of the grievance. If the Board of Trustees accepts the recommendation of the Committee the Board will, within ten (10) College business days of their regular meeting, provide a written response to the grievant and the

Association. In the event the Board of Trustees does not accept the recommendation of the Committee the Board may, at its discretion, hold hearings or conferences and seek additional information relative to the grievance. The Board shall render a decision at its next regularly scheduled Board meeting and within ten (10) College business days of the meeting shall communicate its decision in writing to the grievant and the Association.

- (5) Step Five. If the grievance is not resolved satisfactorily, the Association, within thirty (30) days after receipt of the written reply from Step Four, may submit a demand in writing to enter into binding arbitration. The American Arbitration Association or a body designated by the Illinois Educational Labor Relations Board will be requested to provide a panel of at least five (5) arbitrators under the Voluntary Labor Arbitration Rules. Selection of the arbitrator shall be made by the parties alternately striking a name from the list provided until one name remains and this named person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance.

SECTION 4: Arbitration:

- (A) The arbitrator shall make his/her decision in writing and in his/her opinion shall not amend, modify, nullify or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.
- (B) The arbitrator shall have no authority to render an opinion inconsistent with the state or federal laws.
- (C) Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

- (D) If either party requests a transcript of the proceeding, that party shall bear the full cost of that transcript. If both parties order a transcript the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.
- (E) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- (F) The arbitrator shall not have the power to retain jurisdiction in any case after he/she has rendered his/her final decision.
- (G) The decision of the arbitrator shall be binding on both parties.
- (H) Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When a decision is rendered it shall include background and reasoning.

ARTICLE XIII

Employee Personnel File

SECTION 1: All employee personnel records shall be maintained under the following circumstances:

- (A) A copy of all personnel records relating to any employee shall be kept in an official personnel file which shall be located in Human Resources.
- (B) All personnel records shall be in writing and/or electronic formats. Materials relative to an employee's conduct and job performance shall be placed in the personnel file after that employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the material in question. Such signature indicates neither

agreement nor disagreement with its content. If the employee refuses to sign the copy to be filed then the supervisor shall, with a third party as witness, state in the file the above refusal.

- (C) The employee shall have the right to answer in writing any material filed in his/her personnel file and his/her answer shall be attached to the file copy within 30 days of the review date.
- (D) Upon request by an employee he/she shall be given access to the non-confidential documents in his/her file within 5 college business days. Confidential documents are those materials used to evaluate a person's qualifications prior to employment to which the individual waived the right to access (placement credentials, letters of reference, etc.). At his/her written request each employee shall be furnished, without cost, a copy of any non-confidential material in his/her file. No items may be removed from the employee's file except for brief inspection or copying and the College administration shall have a representative present during the review to ensure that materials are not added or permanently removed.
- (E) Any access to the file by any party other than the employee or the College shall be only with the employee's written or email consent unless required by law.
- (F) It is the employee's responsibility to see that grade transcripts or certificates for job related training courses are given to the Human Resources Office for inclusion in the employee's file. The Human Resources Office will provide written acknowledgement to the employee of receipt and filing of such documents in the employee's file.

ARTICLE XIV

Holidays

SECTION 1: Paid Holidays. Holidays are defined below. Each employee shall be granted the day off with pay on each of the following holidays provided the employee works the business day immediately before and the business day immediately after the holiday or has pre-approved benefit time off:

January 1st	Labor Day
Friday preceding Easter	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 25th
Martin Luther King, Jr. Day	

When any regular paid holiday falls on a Saturday the preceding work day will be observed. If a holiday occurs on a Sunday the following work day will be observed provided school is not in session.

If Independence Day falls on Friday (or Saturday) when the College is closed due to the implementation of a four (4) day summer work schedule, employees shall receive a credit for one (1) full day off to be used during the same or following work week with prior approval of the immediate supervisor.

College Administration reserves the exclusive right to equalize the number of days worked for all employees during any period encompassing the holidays listed herein.

ARTICLE XV

Vacations

SECTION 1: Vacation Leave

- A. Vacation leave for full-time, twelve (12) month employees working eight (8) hours or more per day, will be according to the following schedule:

Schedule of Vacation Hours

<u>Anniversary Accrual</u>	<u>Vacation Hours Earned Per Month</u>
Upon Hire	6.67
One year	7.33
Two years	8.00
Three years	8.67
Four years	9.33
Five years	10.00
Six years	10.67
Seven years	11.33
Eight years	12.00
Nine years	12.67
Ten years	13.33

(Vacation requests must be submitted and approved by the supervisor no later than your last College business day of the week prior to the time requested off, and staggered to ensure a reasonable staffing level at all times. Requests will be taken on a first submitted basis. Vacation leave must be taken in not less

than one (1) hour increments. Whole hours must be taken unless there is a balance remaining of less than one-half day.)

- B. An employee may elect to carry over into the next fiscal year a maximum of eighty (80) earned vacation hours. All other vacation time earned must be taken as time off from work. Vacation time cannot be accumulated from year to year beyond the eighty (80) hour maximum accrual. In extenuating circumstances, the College may grant the employee an increase in the vacation carry-over balance in order to temporarily satisfy operational or staffing needs in a particular department of the College. An employee requesting an additional carry-over balance will submit a plan in writing to their supervisor on how they will use the additional carry-over hours within a reasonable time frame. The immediate supervisor will review this plan and submit a recommendation to the appropriate Vice President. Carryover vacation plans must be submitted prior to June 1st of each year. Supervisors will be responsible for notifying the employee the status of his or her request. Approved requests will be forwarded to the Director of Human Resources. Employees who did not request or were denied the vacation carry over exemption, will receive pay for the hours over eighty (80) in lieu of time off from work to be paid out no later than the first full pay period in July.

Employees in a totally grant-funded position who attempt to carry over unused vacation hours at the end of a fiscal year, do so at the risk of losing the vacation hours and pay for those hours if the grant funding is not renewed and employment with the College is terminated.

An employee in a totally grant-funded position shall be advised to take all earned vacation time prior to the termination date of a grant-funded position to eliminate possible forfeiture of pay for such remaining hours.

- C. Full-time employees working less than a twelve (12) month schedule will earn a proportionate amount of vacation hours.
- D. Except for employees in a totally grant-funded position, all earned vacation time will be paid upon termination of employment up to a maximum of 240 hours.
- E. New employees will accrue vacation hours from the date of hire. Employees are eligible to use accrued vacation hours provided

that the ninety (90) day probationary period has been satisfactorily completed. Years of service for accruing hours of vacation earned will be based on the employee's latest hiring date.

- F. If the College establishes a four (4) day summer work schedule, vacation time taken during this period will be charged at the rate of one and one quarter (1 1/4) vacation days, or 10 hours, for each regular work day taken during this period. For every hour taken 1.25 hours will be charged.

SECTION 2: Vacation Leave, General. Vacation leave shall be figured on a working day basis. If an observed holiday occurs during the vacation leave, an additional day of vacation leave shall be granted, except that during a four (4) day summer schedule an additional 1.25 days of vacation leave shall be granted.

ARTICLE XVI

Insurance

SECTION 1: Life Insurance. Life insurance in the amount of \$40,000.00 is provided for all full-time employees with an additional \$40,000.00 accidental death and dismemberment. The College will pay the premiums for the employee. Optional life insurance is available for eligible employees and employee's spouse if underwritten by the current insurance carrier. Optional life insurance is available for the employee's dependent children as defined in the insurance policy. All optional costs are paid by the employee.

SECTION 2: Health, major medical and dental insurance

- A. Health, major medical and dental insurance will be made available for every full-time bargaining unit employee and the eligible dependents of full-time bargaining unit employees currently enrolled in the plan. Bargaining Unit members will be offered the same insurance benefits and options that are offered to other employees of the College.

- B. The following options are available to employees:

Option A: Participation in the Annual Health Screening

- The College will make monthly contributions towards the cost of premiums for the employee coverage
- Dependent not required to participate
- Completed between July 1st through December 15th of each year

- Will be available on the 5001 Lake Land Blvd. campus each fall semester
- Free to employees and any spouse covered under the College insurance plan, *if completed on-campus*
- Employees may utilize their own physician for the annual screening with acknowledgement of blood screening performed by their physician's office and appropriate documentation is received in Human Resources. Screening must be performed between July 1st and December 15th of the current year. Results must be received in Human Resources no later than December 15th.
- Respect given to the privacy of the participant's personal health information
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)
- No consequences to any individual based on screening results

Option B: Non-Participation in the Annual Health Screening

- Employees contribute an additional \$50.00 per month toward the employee health insurance premium
- The employee may participate in the annual health screening by having a screening performed by their physician or college provided source and appropriate documentation is received in Human Resources. Screening must be performed between July 1st and December 15th of the current year. Results must be received in Human Resources no later than December 15th.

C. The College will make monthly contributions towards the cost of premiums for the employee and dependent coverage in the amount of the lowest premium, excluding HDHP. All employees will receive the same premium amount to be applied toward their chosen plan.

D. For employees, the College will contribute an amount equal to 100% of the lowest premium plan option excluding the high deductible health plan (HDHP).

The College will contribute an amount up to 50% of the premiums associated with dependent coverage of the lowest premium plan option excluding the high deductible health plan (HDHP).

If any portion of the monthly contribution by the College exceeds the premium for an HSA eligible plan, then that additional portion will be contributed towards a health savings account (HSA) in that plan year.

ARTICLE XVII

Planned Retirement Program

SECTION 1: Any employee with a start date of employment or rehire date at Lake Land College of July 1, 2017 or after is not eligible for the planned retirement program described in this section. The planned retirement program is only available to those employees who were hired or rehired at Lake Land College with a start date prior to July 1, 2017.

SECTION 2: For employees already actively participating in the Planned Retirement Program prior to the effective date of this contract, those employees will receive a guaranteed 6% raise on their contractual base salary for each of the last four (4) years of service. In addition, a years-of-service incentive will be paid on the first payroll following the final SURS penalty notice, if any, from SURS. If a full-time employee member gives less than four(4) years notice of his or her retirement under this paragraph or retires prior to his or her Board approved resignation date, any years-of-service incentive described in this section shall not be paid until the SURS penalty, if any, has been determined by SURS. This incentive will be based on the formula described in SECTION 3.

SECTION 3: Purpose. To enhance long-range planning, eligible Lake Land employees not already actively participating in the Planned Retirement Program as of July 1, 2018 are encouraged to submit resignations up to four (4) years in advance of their retirement date. Upon acceptance of the resignation by the Board of Trustees, qualified employees will receive a guaranteed raise that amounts to the lesser of the maximum increase allowed by the State Universities' Retirement System without incurring a penalty, or 6% in any given year on their contractual base salary for each of the last four (4) years of service. In addition, a years-of- service incentive will be paid on the first payroll following the final SURS penalty notice, if any, from SURS. If a full-time employee member gives less than four(4) years notice of his or her retirement under this paragraph or retires prior to his or her Board approved resignation date, any years-of-service incentive described in this section shall not be paid until the SURS penalty, if any, has been determined by SURS. This incentive will be based on the following formula:

Years -of -Service at LLC	% of the Final 12-Month Base Salary
25 & Over	56% of base pay
20-24	50% of base pay
15-19	44% of base pay
10-14	38% of base pay

Unused sick days can be accumulated and applied towards the years of service at Lake Land College based on the following scale. Unused sick days cannot be applied in partial increments.

180 unused sick days = 1 additional year of service at Lake Land College.

360 unused sick days = 2 additional years of service at Lake Land College.

ANY penalty received by the college from SURS will be deducted from the employees' retirement incentive. No employee in planned retirement will be subjected to mandatory overtime.

If a full-time employee gives less than four(4) years notice of his or her retirement under this paragraph or retires prior to his or her Board approved resignation date and:

A. If there is not a SURS penalty incurred by the College because of this action, then the full-time employee shall receive 100% of the applicable years-of-service incentive described above.;

B. If there is a SURS penalty incurred by the College because of this action, then the years-of-service incentive described above shall be reduced by the amount of the penalty.

SECTION 4: Qualifications. To apply, employees must meet the following criteria:

1. An employee must be qualified to receive a retirement annuity from SURS.
2. He/she must have been employed full-time at Lake Land College for at least six (6) consecutive years, including the year prior to applying for participation in the Planned Retirement Program.

3. The employee must submit a signed resignation form to the President up to four (4) years prior to Retirement must occur no later than the resignation date approved by the Board of Trustees.

4. Eligibility for benefits hereunder is contingent upon continuing satisfactory performance by the employee and maintenance of continued employment at the College.

SECTION 5: Procedure. An intent to resign must be submitted to the President by December 31 prior to the year in which a resignation will be given. The salary adjustment will begin within thirty (30) days of Board of Trustee approval of the employee's resignation except the salary adjustment may not commence sooner than four (4) years prior to the effective date of resignation. At the discretion of the Board of Trustees, the number of resignations accepted in advance may be limited to fifteen percent (15%) of employees qualified per year. Should this option be invoked, resignations will be accepted on a seniority basis within the employee group. Employees denied will have one (1) year added to the four (4) year window of opportunity.

SECTION 6: Grant Funded or Third Party Employees. Employees who have fifty percent (50%) or more of their salaries paid by a third party or grant funds, as reported on the Restricted Purposes Fund (Fund 06) of the College's general ledger, are not eligible for participation in Planned Retirement.

SECTION 7: General Provisions. Any retirement incentives set forth shall cease to be available to employees if any law is passed or regulation adopted which would require the Board to pay a penalty or any other type of payment to any instrumentality of state government as a result of the award of such incentive. This restriction shall apply not only to future incentives which have not yet been accessed but to any incentive which is currently being paid or received.

Article XVIII

Provisions for Insurance Upon Retirement

SECTION 1: Health Insurance. Employees and their dependents participating in the College's group health insurance plan shall have the option of continuing their health coverage through COBRA as specified by federal law.

SECTION 2: Life Insurance. Options for life insurance coverage after retirement may be available directly from the insurance provider.

ARTICLE XIX

Sick Leave

SECTION 1: Sick Leave. Full-time employees in pay status for at least one-half ($\frac{1}{2}$) of the month are entitled to sick leave earned at the rate of thirteen (13) days per year accrued on a monthly basis, accumulative to a maximum of three hundred sixty (360) days. Sick leave shall be used in one (1) hour increments.

A certificate from an employee's doctor shall be provided to verify an illness of 3 business days or more or where sick leave abuse is suspected or to ensure that the employee has sufficiently recovered to return to work.

Sick leave shall be available for personal illness, doctor or dental appointments, pregnancy or exposure to contagious disease or serious illness or injury of spouse, civil union partner, son, daughter, stepchild, mother, father, mother-in-law, father-in-law, stepparent, sister, brother, grandchild, grandparent or any relative living in the immediate household of the employee.

Employees must call 217-234-5550 and leave a message or call their immediate supervisor or the supervisor's designee a minimum of 30 minutes in advance of his/her shift. The employee, or representative, must call every day of a sick leave unless the employee is in the hospital or convalescing.

The College reserves the right to seek the advice and consent of a physician of its choice to determine whether an employee may be entitled to sick leave benefits. If there is a disagreement between the College appointed physician and the employee's personal physician as to the employee's entitlement to benefits under this Agreement, the Association and the Board will meet and mutually agree to appoint a third physician to examine the case and the appointed physician's opinion will be binding on both parties. The cost of such examination shall be shared equally by the Board and the Association.

In case of extended illness, earned vacation time may, at the employee's option, be substituted for sick leave only after the employee's sick leave has been exhausted. If the required use of sick leave would cause the forfeiture of vacation leave at the end of the fiscal year, then the employee may petition the College for an extension of vacation leave use, and such request shall not be unreasonable denied.

If an employee or dependent becomes ill and is hospitalized while on vacation and would otherwise be eligible for sick leave, the paid time off from work may be charged to the employee's available sick leave balance if the employee so desires. The employee must notify the supervisor or Human Resources Office and document the period of hospitalization.

Employees will not be charged with using one of their earned sick days if a declared day off occurs while they are on sick leave.

SECTION 2: Personal Time. Personal leave with pay of up to three (3) days for full-time, twelve (12) month employees may be used for the purpose of caring for personal, legal, household, family matters or as a pallbearer. Personal leave will not be used for the purpose of extending vacation and will not be accumulated from year to year. Except in an emergency employees desiring to use personal leave shall notify their Supervisor in writing in advance (at least one full College business day in advance). When advance notification is not possible because of an emergency, the employee must substantiate the leave in writing within three (3) days after return to work. Failure to do so will result in loss of pay for the leave days taken. Personal leave days will not be deducted from sick leave. Unused personal leave as of June 30th of each year shall then accumulate as sick leave. During the employee's year of retirement or leaving the college the employees' personal hours will be prorated according to the actual time accrued. All personal time must be used in whole hour increments.

ARTICLE XX

Bereavement Leave

Each full-time employee will, in the event of a death in the immediate family, be granted a maximum of five (5) working days of bereavement leave per occurrence with full pay. Immediate family is defined as the spouse, civil union partner, child, step-child, parent, step-parent, grandchild, brother, or sister of the employee.

Bereavement leave with pay will be granted for a maximum of three (3) working days in the event of the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles, nephews, nieces, or foster parents.

Bereavement leave must be taken within the first five (5) working days of the death of an immediate family member and within the first three (3) working days of the death of all other family members, but need not be taken consecutively. Bereavement leave for any circumstances beyond those specifically mentioned may be authorized by the employee's vice president. Bereavement leave days granted will not be accumulative from year to year, nor chargeable against any other paid employee leave.

If circumstances require, days needed in addition to the five- and three-day allotments may be charged to personal and/or sick leave balances.

Per the Child Bereavement Leave Act, employees are entitled to a maximum of ten (10) working days of unpaid leave for bereavement due to the death of a child or stepchild. The employee must take any unpaid leave allowed under the Act within 60 days after they are notified of the death of a child.

ARTICLE XXI

Jury Pay

Employees called to jury duty will be granted time off for such duty and will be paid the difference in pay between the employee's regular wages and the amount received for jury duty during the employee's regular work days (does not include travel pay).

ARTICLE XXII

Worker's Compensation

SECTION 1: General Information. Any accident or illness which is the result of employment is covered by Worker's Compensation. Employees who are injured, having been involved in, or after causing an accident or incident, during working hours at Lake Land College must report the accident immediately to the Supervisor or the Human Resources Office, even if the injury does not seem to warrant medical attention, so an Accident Report can be prepared.

Time lost due to an accident as a result of employment is not deducted from the employee's sick leave. The College will continue salary benefits through the first three (3) working days, at which time Worker's Compensation will start paying the employee for time lost. In the event the disability from an accident extends beyond fourteen (14) calendar days, Worker's Compensation insurance will pay from the first (1st) day of disability. The employee then would reimburse the College for the first three (3) days' compensation.

In the event that Worker's Compensation denies the claim, the employee, upon return to work, can use available sick leave days to cover the absence. In the event that sick leave day benefits expire prior to release by a physician to return to work, the employee may refer to the provisions of the State University Retirement System disability benefits.

SECTION 2: Post Accident/Incident Drug Testing. Employees may be subject to take a drug and alcohol test after having been injured in, involved in, or after causing an accident or incident at work which caused or could have caused personal injury to themselves or others or damage to equipment or property. Testing of employees will be consistently/equally applied to all employees. Drug and alcohol testing by use of blood will only be used for post-accident/incident testing and only when the employee is physically unable to provide a normal urine drug and/or breath test. Testing shall be completed the day of the accident/incident and prior to the end of the employees' shift or within 72 hours if treatment is not requested on the day of the injury.

SECTION 3: Reasonable Suspicion. In the event that the employer has legitimate reasons to suspect drug or alcohol abuse during an employee's work shift, the employer can mandate the employee be subject to a drug and/or alcohol test. The order to complete drug testing must be made before the shift has ended. The tested employee shall be paid (including overtime, if applicable) for the time needed for the test.

SECTION 4: Disciplinary Action for All Positive Test Results. Violations of this policy will be considered cause for discipline up to and including discharge. If, as a result of the investigation and/or pre-disciplinary hearing, cause is present, discipline will be imposed as follows and is subject to the grievance procedure.

A. Drugs - An employee's refusal to test for drugs will result in dismissal.

1. Drugs, First Offense:

- a. In the first case of a positive drug test, the employee will be suspended without pay for a period of twenty (20) work days. Prior to returning to work, the employee must submit to a return-to-duty test and that test result must be negative.
- b. An employee, who agrees to a rehabilitation program through the College benefit plans, will have the suspension without pay reduced to ten (10) work days. The employee will have ten (10) days from the beginning of the suspension to provide Human

Resources with evidence of entering a rehabilitation program. The employee must test negative within twenty (20) days of entering the program.

2. Drugs, Second Offense: Employees testing positive on a subsequent drug test shall be terminated.

B. Alcohol - An employee's refusal to test for alcohol will result in dismissal.

1. First Offense:

a. In the first case of a positive alcohol test, the employee will be suspended without pay for a period of twenty (20) work days. Prior to returning to work, the employee must submit to a return-to-duty test and that test result must be negative.

b. An employee, who agrees to a rehabilitation program through the College benefit plans, will have the suspension without pay reduced to ten (10) work days. The employee will have ten (10) days from the beginning of the suspension to provide Human Resources with evidence of entering a rehabilitation program. The employee must test negative within twenty (20) days of entering the program.

2 Alcohol, Second Offense:

a. Employees testing positive on a subsequent alcohol test shall be terminated.

ARTICLE XXIII

Family Medical Leave Act

SECTION 1: Leave Entitlement.

A. Eligible employees may use unpaid family and medical leave of absence of up to 12 weeks during the College's rolling calendar year, for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such child.
2. Because of the placement of a child with the employee for adoption or foster care.

3. In order to care for the spouse, son, daughter, parent or parent-in-law of the employee if such spouse, son, daughter, parent or parent-in-law has a serious health condition.

4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

B. If both spouses are employed by the College they may together take only 12 weeks of Family and Medical Leave when the reason for the leave is either 1 or 2 above.

C. If the reason for the leave is 3 or 4 above and the College makes a request the employee shall, within 15 days, support a request for a family or medical leave with a certificate completed by the employee's or family member's health care provider. If the reason for the leave is 3 above the certificate must state that a family member should care for the son, daughter, spouse, parent, or parent-in-law and an estimate of the amount of time that such employee is needed. If the reason for the leave is 4 above the certificate must indicate that the employee is unable to perform the functions of the position. In the case of intermittent leave for planned medical treatment, the certificate shall indicate the dates on which such treatment is planned and the duration of the treatment. Failure to provide the certification may result in a denial of the leave request.

D. The term "serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care in a hospital, hospice, or residential medical care facility; or 2) continuing treatment by a health care provider. E. If the reason for the leave is 1 or 2 above, the leave shall not be taken by an employee intermittently unless the employee and the appropriate vice president agree otherwise. If the reason for the leave is 3 or 4 above, leave may be taken intermittently when medically necessary. If an employee requests intermittent leave because of 3 or 4 above and the leave is foreseeable based on planned medical treatment, the employee shall schedule such leave in a manner that will not unduly disrupt the College's operation. In such cases the College may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which: 1) has equivalent pay and benefits; and 2) better accommodates recurring periods of leave.

SECTION 2: Eligibility. To be eligible for Family and Medical Leave an employee must have been employed by the College for at least 12 months and for at least 1,250 hours during the 12-month period immediately before the beginning of the leave.

SECTION 3: Notice. If possible, employees must provide the College with notice at least 30 days in advance of when a leave is to begin. If a 30-day notice is not practicable, the notice must be given within 2 business days of when the need for the leave becomes known to the employee. Employees anticipating the need to take Family or Medical Leave shall provide the College, at the earliest practicable date, verbal notice sufficient to make the College aware that the employee may need to take a Family or Medical Leave and the anticipated timing and duration of the leave.

SECTION 4: Paid Leave While on FMLA. The College requires the employee to use, concurrently with the FMLA leave, the following paid leaves: accrued vacation leave, personal leave, sick leave, or any other paid leave to which the employee may be eligible under this Agreement, for all or part of any unpaid Family and Medical Leave. When paid time is used for an FMLA leave purpose, it will count toward the twelve (12) weeks of leave entitled under the FMLA.

SECTION 5: Restoration to Position. Upon returning from a Family and Medical Leave an employee shall be restored either to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment.

SECTION 6: Applicability of the Family and Medical Leave Act of 1993. Those provisions of the Family and Medical Leave Act of 1993, as amended, which are not referenced or otherwise covered by this contract provision are hereby incorporated into this Agreement by reference and shall apply in respect to all Family and Medical Leaves in the same manner as if those provisions were included in this Agreement.

ARTICLE XXIV

Leave of Absence

SECTION 1: Employees may be granted a leave of absence without pay, not to exceed sixty (60) days, which may be extended if approved by the College. The employee will notify the Human Resources Office in writing at least thirty (30) days prior to the end of the leave of his/her intention:

- (A) To return to full time employment with the College;
- (B) To terminate employment with the College; or
- (C) To request an extension of the leave.

SECTION 2: The Board understands that certain employees may be considered eligible employees under the Family and Medical Leave Act and acknowledges the rights and obligations of employees and the Board under said Act.

SECTION 3:In the event the Family and Medical Leave Act is repealed, then Section 2 of this Article shall, as of the date of the repeal, no longer be in force and effect.

SECTION 4:Benefits while on leave: An employee granted an unpaid leave of absence may elect to participate in the State University Retirement System during the period of the leave; the employee shall make all contributions. An employee may elect to participate in the College benefit program during the period of an unpaid leave; the employee shall make 100% contribution to all applicable benefits.

ARTICLE XXV

Maternity Leave

SECTION 1: LWOP for Pregnancy and Childbirth. The Board will grant a request for leave without pay and without any fringe benefits for pregnancy and childbirth for a period not to exceed one year. The date of the leave shall be agreed upon by the College and the employee. For approved leaves for six (6) months, the employee will notify the Human Resources Office in writing three (3) months prior to the end of the approved leave of an intention to:

- (A) Return to full-time employment with the College;
- (B) To terminate employment with the College; or
- (C) To request an extension of the leave.

The employee will be returned to the original position or to a position of like status and pay. A one-year extension of the leave may be renewed upon application to the Human Resources Office and approval by the President. The three (3) month provision shall apply to extended leaves.

SECTION 2: Parental Leave. The Board will grant a request for leave without pay and without any fringe benefits for childrearing, including the adoption of a child for a period not to exceed one year. The dates of the leave shall be agreed upon by the employee and the College. For leaves over six (6) months, the employee will notify the Human Resources Office in writing three (3) months prior to the end of the approved leave of an intention to:

- (A) Return to full-time employment with the College;
- (B) To terminate employment with the College; or
- (C) To request an extension of the leave.

The three (3) month provision applies to extended leaves. The employee will be returned to the original position or to a position of like status and pay. A one (1) year extension of the leave may be renewed upon application to the Human Resources Office and approval by the President.

ARTICLE XXVI

Anti-Harassment

Lake Land College prohibits discriminatory practices such as harassment. Workplace harassment complaints and investigations will be processed in accordance with the procedures in Board Policy 11.04 and Board Policy 11.04.01.

ARTICLE XXVII

Precedence of Agreement

SECTION 1: If any provision of this Agreement is subsequently judged by a proper judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinance, all other provisions shall remain in full force and in effect for the duration of this Agreement.

SECTION 2: If there is any conflict between the written terms of this Agreement and written Board policies or written Board Rules and Regulations which may from time to time be in effect, the written terms of this Agreement shall be controlling.

SECTION 3: The terms and conditions as set forth in this Agreement represent the full and complete understanding and commitments between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from or modified through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

SECTION 4: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association for the life of this Agreement each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matters during the term of this Agreement and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may or may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVIII

Non-Interruption of Services

SECTION 1: No Lockouts. The Board agrees that during the term of this Agreement it shall not lock out any employees as a result of a labor dispute with the Association.

SECTION 2: No Strikes. The Association agrees that during the term of this Agreement neither the Association nor any employee covered by this Agreement shall instigate, encourage or engage in any strike, sympathy strike, concerted work stoppage, slowdown or other action which interrupts or interferes with the amount or quality of work performed or the operation of the College. No employee shall picket the College or in any way prevent or deny or attempt to prevent or deny free access to and from College facilities and grounds.

Any employee who violates the provisions of this Article shall be subject to discipline or discharge by the Board.


ARTICLE XXIX

Terms of Agreement

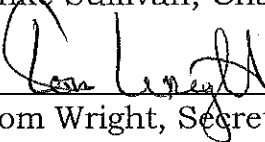
This Agreement shall become effective the 1st day of July 2021 and shall remain in effect until June 30, 2024 and from year to year thereafter, unless written notice of a desire to modify this Agreement is given by either party as provided in Article I, Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this

LAKE LAND COLLEGE
Mattoon, Illinois



Mike Sullivan, Chairman

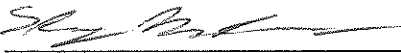


Tom Wright, Secretary

LAKE LAND COLLEGE
CUSTODIAL ASSOCIATION



David Matherly, President



Laura Tucker, Vice President

, Treasurer

Appendix A
New Employees Rate Schedule

	2021-22	2022-23	2023-24
Custodian	13.80	14.95	16.10
Lead Custodian	16.20	17.55	18.90
Grounds Keeper	16.20	17.55	18.90
Service Worker	16.20	17.55	18.90
Maintenance I	16.20	17.55	18.90
Grounds Keeper/ Master Gardener	17.40	18.85	20.30
Maintenance II	19.50	21.15	22.75