

Agreement

Between

Lake Land College

And

**American Federation of State, County and
Municipal Employees (AFSCME)
Council 31, AFL-CIO**

July 1, 2021 – June 30, 2024

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

THIS AGREEMENT has been made and entered into by and between the Board of Trustees for Lake Land College (hereinafter referred to interchangeably as either the "Board," "College" or "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, AFL-CIO, (hereinafter referred to as the "Union") for and on behalf of its affiliated locals and the employees in the collective bargaining unit described below and in Article I.

The Union has been duly certified by the State of Illinois, Illinois Educational Labor Relations Board, as the exclusive representative for the purpose of collective bargaining of a unit composed of full-time employees in the following classifications: Administrative Assistant, Auto Body Instructor, Automotive Technology Instructor, Business Management Instructor, Commercial Cooking Instructor, Commercial Cooking Teacher Aide, Commercial Warehouse Instructor, Commercial Custodian Instructor, Computer Technology Instructor, Construction Occupations Instructor, Cosmetology Instructor, Horticulture Instructor, Education to Careers Instructor, Career Technology Instructor, Office Assistant, Print Technology Instructor, Remedial Bridge Instructor, Remedial Instructor/Life Skills Advisor, Service Dog Training Instructor, and Vocational Instructor at the following institutions: Big Muddy River Correctional Center, Dixon Correctional Center, , East Moline Correctional Center, Graham Correctional Center, Hill Correctional Center, Illinois River Correctional Center, Jacksonville Correctional Center, Lawrence Correctional Center, Lincoln Correctional Center, Pinckneyville Correctional Center, Robinson Correctional Center, Shawnee Correctional Center, Sheridan Correctional Center, Southwestern Correctional Center, Taylorville Correctional Center, Vienna Correctional Center and Western Correctional Center.

This unit excludes all other employees of Lake Land College and all supervisors, managerial employees, confidential employees and short term employees as defined in the Act and applicable IELRB opinions and orders.

ARTICLE I Recognition

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees in the unit described in "Agreement," and such other classifications as may be added in accordance with the provisions of this Agreement.

Section 2. Abolition or Merger of Job Classification

The Employer may establish new classifications; or abolish, merge or change existing classifications.

If the Employer determines to establish new classifications, or abolish, or merge, or change existing classifications, it shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Educational Labor Relations Act.

Nothing in this Section shall diminish any rights provided for in other Sections of this Agreement.

Section 3. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit and will not take any action having the effect of eroding bargaining unit work. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees.

Section 4. Union Exclusivity

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

ARTICLE II Management Rights

Section 1. Rights Residing in Management

The Union recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the College to the full extent authorized by law as applicable to providing post-secondary vocational education programming as allowed for by an existing Vendor Agreement with the Illinois Department of Corrections. This includes all executive and management functions, the establishment of qualifications, the selection of and direction of employees, the promotion, transfer, dismissal, or demotion of employees, and the approval or termination of all courses and programs of instruction in the correctional facilities as contracted for with the Illinois Department of Corrections. 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 contract 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. The Union 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.

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations and to determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its workforces, including, but not limited to: the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge employees for reasonable and proper cause; to layoff or relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections of work to be performed therein; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, subcontract, and relocate or transfer work; to determine and direct professional development requirements; to determine the location, time and content of all required training and related meetings; and to maintain efficiency. Any other inherent management right not expressly contained or addressed within this Agreement shall be incorporated herein by reference as they become identified.

Section 2. Statutory and Contractual Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the employer.

ARTICLE III Union Rights

Section 1. Non-Discrimination

- a. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Educational Labor Relations Act, on account of membership, non-membership or lawful activities on behalf of the Union.
- b. The Employer and the Union agree not to discriminate against any employee on the basis of race, sex, sexual orientation, gender identity, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, nor shall the parties discriminate against any employee with a disability, or for other non-merit factors.
- c. The parties recognize the Employer's obligation to comply with federal and State Equal Employment and Affirmative Action Laws, the Americans with Disabilities Act and the Family and Medical Leave Act.
- d. The parties agree that while a grievance may be filed alleging a violation of this article, any such grievance shall not be submitted to final and binding arbitration where state or federal law provides an independent administrative or judicial remedy.

Section 2. Deductions

The College will deduct dues and PEOPLE contributions from the earnings of each Union member, who shall authorize the same in writing on Union deduction cards supplied by the Union, in an amount determined by the Union, provided that the annual dues to be deducted shall be uniform for each Union member at a given work location. Such deductions shall be made no later than thirty (30) calendar days following receipt of the written authorization in the College accounting office. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The authorization shall be deemed automatically revoked with the issuance of any Union member's last paycheck. The amount so deducted shall be remitted semi-monthly to the Union via electronic funds transfer.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 3. Information

The Union will promptly furnish copies of any pertinent information as reasonably requested by the Board or its representative. The Board will promptly furnish copies of any pertinent information as reasonably requested by representatives of the Union. Nothing herein shall require the Board or the Union to research and assemble information if it is not readily available from existing records or reports.

The aggregate deduction of all employees, and a list of the names, addresses, phone numbers and identifying employee numbers of all employees in the bargaining unit and their individual deductions

shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic form where practicable. The Union shall advise the Employer of any increase in deductions in writing at least thirty (30) days prior to its effective date.

The College will provide to the Union a complete list of the following information for all employees in the bargaining unit every 30 days in an excel format:

Name

Address

Job Title

Date of Hire

Worksite Location

Work Telephone number

Work email address

Personal home or Cellular phone number on file with the College

Personal email address on file with the College

Section 4. Union Activity During Working Hours

Employees, including stewards, shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to investigate and discuss grievances and workplace-related complaints, and to attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been established by this Contract, or meetings called or agreed to by the Employer or Illinois Department of Corrections' management representatives, if such employees are required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not unreasonably interfere with the Employer's operations.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed time off without loss of pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for a single steward from each facility for the term of the Agreement. The employee shall provide proof of attendance, if requested.

Section 5. Access to Employer/State Premises by Union Representatives

The Employer agrees, subject to Department of Corrections approval, that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer or the Illinois Department of Corrections, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 6. Time Off for Union Activities

Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, Union training sessions, State or International conventions, provided such representative shall give reasonable notice of five (5) working days to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. In emergency situations the reasonable notice provision may be waived at the sole discretion of the College and/or IDOC. The employee may utilize any accumulated time (Approved Time Off, Accrued Holiday Time or Compensatory Time) except Sick Leave in lieu of taking such without pay (authorized dock time). Such time off shall not be detrimental in any way to the employee's record.

Employees absent from work pursuant to this Section shall continue to accrue seniority, continuous service and creditable service during such absences.

Section 7. Information Provided to Union

As they occur, the Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid postings, demotions, employee pay rates, layoffs, reemployments, transfers, leaves, returns from leave, suspensions, discharges, terminations and identifying employee numbers. In addition, the Employer shall furnish the Union semi-annually the current seniority rosters (Statewide and by work-location) applicable under the seniority provisions of this Agreement.

In all transactions listed above, employees' identifying employee numbers shall be provided. The Union shall upon request receive such information via mutually agreed electronic means.

The Employer will notify the Union when a bargaining unit position (vacant or otherwise) is abolished and upon request discuss with the Union such abolishment.

Section 8. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

Section 9. Union Orientation

During PSOT, the Union shall be permitted to conduct its orientation as part of the orientation program of new employees. The Union shall be allowed one (1) hour of time at such orientations.

Section 10. Membership Solicitation

The Union and its members shall only solicit membership during an employee's non-work time and in non-work areas.

Section 11. Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. The Union shall be notified of any public disclosure request for information specifically pertaining to Lake Land College's collective bargaining agreement with AFSCME Council 31. The Union shall also be provided a copy of the public disclosure request.

ARTICLE IV General Provisions

The College and the Union acknowledge that the Vendor Agreement between Lake Land College and the Department of Corrections govern grant-funded bargaining unit employees in the following areas:

1. In the event that correctional educational services are canceled by action of the Department of Corrections, employees shall continue to report to their workstation in accordance to their normal work schedule. During periods of lock down employees may be assigned non-instructional duties, which do not require specialized training nor require use of force, weapons or direct conflicts with inmates. Employees may elect to use approved time off days in lieu of providing such services.
2. Employees are required to report to the appropriate Associate Dean/Site Director any close associate, relative, family member or friend who they know are employed by the Department of Corrections or another contractor with the Department of Corrections or is incarcerated within the Illinois Department of Corrections.
3. Employees shall not accept any secondary employment in which the employee knowingly comes in frequent contact with inmate or releasee nor shall employees knowingly socialize with or engage in any business transactions with any inmate or releasee or a relative or known close associate of an inmate or releasee except in the performance of an assignment which has been approved by his/her immediate supervisor.
4. Employees may be required to undergo a urinalysis or blood test if there is reasonable suspicion to believe that they are under the influence of or using controlled substances or marijuana. All employees who provide services in excess of 10 hours or more per week will be subject to the Department of Corrections Random Drug Testing Program.
5. The College and the Union acknowledge that grant-funded faculty members currently covered by this collective bargaining agreement shall maintain seniority rights for any and all grant-funded services covered by this agreement that they are qualified to render in the event of a reduction in force. Seniority shall be defined as an employee's length of uninterrupted continuous service to the College and any predecessor college. Employees at work locations of predecessor colleges may be required to serve a 90 day new employee probationary period, upon employment by the College, if so required by the College.
 - A. Seniority shall be terminated, and continuous service interrupted, when an employee:
 - i. Voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;
 - ii. Is discharged provided that should the Employer be later found to have acted inappropriately and the employee is returned to his/her position, his/her seniority shall be reinstated;
 - iii. Fails to report to work after layoff within five (5) days after he/she has been notified to report to work, unless the employee provides good cause for not so reporting.

Such notification shall be sent to the employee's last address as recorded in the employee's official personnel file; and

iv. Is laid off for a period of two (2) years.

B. Continuous service shall be reduced, but not interrupted, for:

- i) Time away from work for any leave of absence without pay totaling more than thirty (30) days in any twelve (12) month period, except in cases of leaves where employees are allowed to accumulate seniority under this Agreement or by law.
- ii) Time away from work because of disciplinary suspensions for just standards and reasonable and proper cause.

C. If two or more employees have the same seniority or hire date, then their seniority shall be determined:

- i) First by the employees' length of uninterrupted continuous service to the College; and
- ii) Second, by lottery. A Union representative and the affected employees shall be present for such lottery drawings where practicable. In cases where the presence of all affected parties is mutually agreed by the parties to be impracticable, a Union representative designated by the Union shall draw on behalf of the affected employees. Employees shall draw in alphabetical order.

- 6. With respect to all matters not addressed by this agreement, the Vendor Agreement shall serve to supplement this contract where applicable.
- 7. Rules of Personal Conduct: The Employer has the right to establish reasonable rules of personal conduct and will notify the employees and the Union within ten (10) working days in advance of any new or modified rules of personal conduct.
- 8. Procedural Work Rules: Prior to the Employer establishing or changing procedural work rules or regulations, such as absent or tardy call-ins, doctors' statements for absences, and other similar matters, the Employer shall meet with the Union in a timely manner for the purpose of consultation and negotiations. Such procedural work rules and/or regulations shall be made available to affected employees.
- 9. Rules of the Illinois Department of Corrections: The parties acknowledge that pursuant to the Employer's vendor agreement with the Illinois Department of Corrections, employees are required as a condition of employment to follow and abide by the rules and regulations established by the Illinois Department of Corrections through its Administrative Regulations, Administrative Directives and Institutional Directives, as well as all federal, state and local laws. As the Employer is made aware of any modification, addition or deletion to Department of Corrections' rules and regulations it will notify employees and the Union, and, upon demand, will bargain such impact with the Union.

ARTICLE V

Grievance Procedure

Statement of Principle

The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances must be resolved at the lowest possible level of the Grievance Procedure. Therefore, the parties agree that all persons responsible for resolving grievances at all levels of the procedure shall be vested with sufficient authority to undertake meaningful discussions and to settle the grievance, if appropriate.

Section 1. Definition

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or any rule or policy adopted by the Employer which impacts upon wages, hours or working conditions. Except that a probationary employee (i.e., an employee serving an original ninety (90) day probationary period) shall have no right to use the Grievance Procedure in the event of discharge or demotion.

Section 2. Guidelines

1. The resolution of grievances shall transpire during times mutually agreed upon by both parties at the respective steps. No resolution reached between an individual employee and the Employer shall be valid, prejudicial or precedential if inconsistent with the terms of this Agreement.
2. The grievant(s) or their designated representatives must be present at all grievance hearings and conferences. Upon mutual agreement of the parties, grievance hearings and conferences may be held remotely via audio or video conferencing.
3. The grievant(s), at his or her option, may request that a representative of the Union participate in the grievance process. A Union representative may be present at all steps of the grievance process. The administration will inform the Union of times and places of all meetings where the grievant has not requested Union representation.

Grievances may be processed by the Union on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

4. The time provisions at any step may be altered by mutual consent of the parties involved at that particular step.
5. The Union shall submit the grievance on the Lake Land grievance form to the appropriate College recipient. If the written grievance submitted is on the incorrect form, submitted to the incorrect person, or is incomplete, the Union shall be granted, in writing, an extension of five (5) working days in addition to the outlined deadlines in Section 3 to re-file the grievance correctly.

Section 3. Grievance Steps

Step 1: Immediate Supervisor

The employee or the Union shall file a written grievance with the Immediate Supervisor who is outside the bargaining unit. All grievances must be presented no later than fifteen (15) working days from the date the grievant or the Union became aware of the occurrence giving rise to the complaint.

Within fifteen (15) working days after the grievance is presented to Step 1, the Immediate Supervisor, or a designee, shall meet, discuss and attempt to resolve the grievance with the employee or the Union. If the parties are unable to resolve the grievance, the Immediate Supervisor shall render a written answer to the grievance within ten (10) working days after such discussion is held and provide a copy of such answer to the employee and the Union. The written grievance shall be on an agreed upon form which shall be provided by the Union. The written grievance shall contain a statement of the grievant or Union complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant or the Union representative. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

Step 2: Dean of Correctional Programs

If the grievance is still unresolved, it shall be presented by the grievant or Union to the Dean of Correctional Programs in writing within fifteen (15) working days after receipt of the Step 1 response or after the Step 1 response is due, whichever is earlier. It is agreed that appeals postmarked within the fifteen (15) working days time limit are timely. If the parties are unable to resolve the grievance, the Dean of Correctional Programs shall render a written answer to the grievance within ten (10) working days after such discussion is held and provide a copy of such answer to the grievant and the Union.

Step 3: President of the College/Board of Trustees

If the grievance is still unresolved, it shall be presented by the grievant or the Union to the President of the College in writing within fifteen (15) working days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier. It is agreed that appeals postmarked within the fifteen (15) working days time limit are timely. If the parties are unable to resolve the grievance, the President of the College or Board of Trustees shall render a written answer to the grievance within ten (10) working days after such discussion is held and provide a copy of such answer to the grievant and the Union.

Step 4: Arbitration

- a) If the matter is not resolved at Step 3, the Union, by written notice to the Employer within fifteen (15) working days of receipt of the Step 3 response, may appeal the grievance(s) to arbitration. It is agreed that appeals postmarked within the fifteen (15) working days time limit are timely. The American Arbitration Association or a body designated by the Illinois Educational Labor Relations Board will be requested to provide a panel of arbitrators. Selection of an arbitrator shall be conducted in accordance with AAA's Voluntary Labor Arbitration Rules.
- b) Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. If a question of arbitrability is raised, the arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such a nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall make his/her decision in writing and in his/her opinion shall not amend, modify, nullify, subtract or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union 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.

The arbitrator shall have no authority to render an opinion inconsistent with state or federal laws.

The expenses and fees of the arbitrator shall be borne equally by the parties. The cost of the hearing rooms, if any, shall be shared equally. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the services of the American Arbitration Association.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. If either party desires a verbatim record of the proceeding it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 4. Number of Representatives

The Union shall designate the Union stewards and representatives and shall supply a list of names in writing to the Dean of Correctional Programs at least semi-annually. The Union may designate a Union Representative who is an employee of the Illinois Department of Corrections. The IDOC steward will receive training on the College's contract with the Union.

Section 5. Time Limits

1. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
2. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
3. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.

Section 6. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 7. Pertinent Witnesses and Information

Except as otherwise provided herein, either party may request the production of specific documents, books, papers or names of witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 8. Time Off, Meeting Space and Equipment Use

- a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. Employees attending grievance meetings shall normally be those having direct involvement in the grievance. The Employer reserves the right

to require reasonable documentation of time spent in processing grievances including time spent using the telephone for these purposes. The Employer agrees that such documentation of time shall not be construed to allow supervisors to question the content or merits of the grievance(s).

- b) Meeting Space and Equipment Use: Upon request and subject to Illinois Department of Corrections approval, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment for the purpose of investigating or processing grievances. Such transmission will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and will be consistent with this Article. Such use shall not include any long distance or toll calls at the expense of the Employer.
- c) The Employer shall not be responsible for any travel or subsistence expenses incurred by employee or Union representatives in the processing of grievances.

ARTICLE VI Benefits

Section 1. Life insurance in the amount of \$40,000 is provided for all full-time employees, with an additional \$40,000 accidental death and dismemberment. The College will pay the premiums for the employee. Optional life insurance is available for eligible employees and employees' spouses up to a maximum of \$150,000 each if underwritten by the current insurance carrier. Optional life insurance is available for the employee's dependent children. All optional costs are paid by the employee.

Section 2. Health, major medical, and dental insurance is available for every full-time employee through the duration of the contract. Employees will be required to contribute toward their insurance coverage as per the existing Vendor Agreement with the Illinois Department of Corrections. See Appendix A.

Employees will be provided the option to participate in the Annual Health Screening

- During the Fall semester
- Free to employees and any adult covered under the College insurance plan
- Cost will not be deducted from the annual wellness benefit
- Will be available on the 5001 Lake Land Blvd. campus each Fall semester
- Respect given to the privacy of the participant's personal health information
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)
- No consequence to the individual based on screening results

Health insurance and the annual health screening are available for dependents. The College will make information available to each employee identifying the health, major medical, and dental insurance coverage.

Section 3. Retirement Provisions

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 the federal law.

Life Insurance

Options for life insurance coverage after retirement may be available directly from the insurance provider.

Section 4. Worker's Compensation

Any accident or illness which is the result of employment is covered by Worker's Compensation. Employees who are injured while working for Lake Land College must report the accident immediately to the Lake Land College administrator in charge 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 ten (10) working days, Worker's Compensation insurance will pay from the first (1st) day of disability. The employee would then reimburse the College for the first three (3)

working days' compensation. This will be accomplished through payroll deduction or other means. Family Medical Leave will run concurrently with any lost time due to an injury or illness.

In the event that Worker's Compensation denies the claim and an appeal is unsuccessful, 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 Universities Retirement System disability benefits.

Section 5. Tuition Waiver

Employees and retired employees will be approved for a tuition waiver for state-funded courses offered by Lake Land College. 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:

1. Eligibility for a tuition waiver shall include the employee, spouse, and their dependent children under 23 years of age.
2. Employees shall not enroll in classes during normal working hours, subject to contract provisions.
3. Tuition waiver students shall be subject to all registration and course fees when enrolling in a course.
4. Tuition waiver students and employees may apply for scholarship funds that could be used in lieu of tuition waivers; however, they are not required to do so.
5. Upon approval of the College President, both tuition and fees will be waived for courses taken for professional development.

Section 6.

The Employer will provide short term and long term group disability benefits with all premiums born as the sole responsibility of the employee.

ARTICLE VII Leaves and Holidays

Section 1. Sick Leave

All full-time employees will be granted 7.5 hours of sick leave each month with full salary for each fiscal year. Any unused portion of the sick leave will accumulate to a maximum of 1350 hours. Sick leave shall be used in either fifteen minute increments after a minimum use of one-half hour; one-half day increments before or after the lunch break or full day increments. Unused sick leave shall not be liquidated in cash upon separation from employment.

Sick leave may be used for employee illness, disability or injury, appointments with doctors, dentists, or other professional medical examiners. Sick leave may also be used when the presence of the employee is needed for illness, disability, injury, or death of a member of the employee's "immediate family or household".

Employees will notify their supervisor promptly upon determining that illness will prevent them from performing their regularly assigned duties and will keep the College informed of their status on a timely basis. A form certifying the nature of the illness will be signed by the employee and forwarded to his/her supervisor and the human resources office. A statement certifying the illness or absence from a physician will be required if the illness extends beyond three (3) days to insure that the employee has sufficiently recovered to return to work.

Section 2. Leave for Jury Duty or Court Appearance

Employees who are summoned to court to perform jury duty shall be granted leave with pay. Employees who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or monetary interest shall be granted leave with pay. Employees who due to their College employment are required to attend court as parties to lawsuits will be granted leave with pay. Any remuneration, excluding mileage and meal reimbursement, received for jury duty or for testifying before a court or board shall be refunded to the College. In any case, leave for jury duty or for court attendance will not be charged to sick leave.

Section 3. Maternity and Parental Leave

Maternity Leave The Board will grant a request for leave without pay and fringe benefits for pregnancy and childbirth for a period not to exceed one (1) year. The dates of the leave shall be agreed upon by the College and the employee. For approved leaves over six (6) months, the employee will notify the human resources office in writing at least three (3) months prior to the end of the approved leave of an intention:

- 1) To return to full-time employment with the College;
- 2) To terminate employment with the College; or
- 3) 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.

Parental Leave The Board will grant a request for leave without pay and any fringe benefits for childrearing, including the adoption of a child, for a period not to exceed one (1) 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:

- 1) To return to full-time employment with the College;
- 2) To terminate employment with the College; or
- 3) 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.

Section 4. Family Medical Leave

Employees will be granted unpaid family and/or medical leave as prescribed by federal and/or state law and College policy. Where applicable, any paid or unpaid leave for which the employee is entitled to use shall run concurrently with an employee's entitlement to unpaid FMLA leave.

Section 5. Military Leave

The College will comply with provisions of the Military Leaves of Absence Act (5ILCS 325/1).

Section 6. Employee Benefits While on Leave

An employee granted an unpaid leave of absence may elect to participate in the State Universities 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.

During a family and medical leave, the College will maintain the employee's regularly provided health benefits and will continue the College's required contributions toward the cost of the health insurance premiums at the level and under the conditions coverage would be provided if the employee maintained continuous employment. If the employee does not return to work upon completion of the leave period, the College may recover those contributions made by the College to maintain the employee's health insurance benefits.

An employee taking an unpaid leave of absence shall not continue to accrue benefits while on leave; however the employees shall not suffer the loss of any employment benefit accrued prior to the date on which the leave commenced.

Section 7. Holidays

All employees shall have time off, with full salary payment on the following holidays or the day designated as such by the State of Illinois:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

Veterans' Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Day
General Election Day
(on which members of the House of Representatives are elected)

and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

When a holiday falls on an employee's regularly scheduled work day during the employee's approved time off period, the employee will be charged with that holiday and retain the approved time off day.

To be eligible for holiday pay, the employee shall work the employee's last scheduled work day before the holiday and first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

If consistent with those holidays observed by the State of Illinois and the Department of Corrections, when a holiday falls on a Sunday, the following Monday shall be observed as the holiday; when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

When a holiday falls on an employee's scheduled day off, 7.5 hours of holiday time shall be earned. When an employee takes holiday time off, they shall utilize 7.5 hours of holiday time from accumulated benefit time. Any accrued holiday leave not used by the end of the fiscal year shall be forfeited.

Section 8. Inclement Weather

When an employee believes road conditions are too dangerous for purposes of traveling to work, the employee may be absent from work. The employee may utilize any accumulated time (Approved Time Off, Accrued Holiday Time or Compensatory Time) except Sick Leave in lieu of taking such without pay (authorized dock time).

The College agrees to accept proof of inclement weather for use of authorized dock time from either the employee or the local union, for all employees in a given geographic area and delivered to the Association Dean of the given facility.

Proof of inclement weather need only show that the weather was inclement and not "extremely hazardous."

Section 9. Bereavement

Upon request, employees shall be granted paid leave of up to two (2) scheduled work days to attend the funeral or similar service, for related travel, and bereavement time, upon the death of a member of the employee's immediate family. Leave shall be limited to one instance per calendar year. Documentation of the reason for the funeral/bereavement leave, attendance at the funeral or similar service, and relationship to the deceased may be required. Immediate family is defined pursuant to this Section as: father, mother, sister, brother, spouse, children, grandparent and grandchildren including relationships established by marriage. For purposes of application of Bereavement Leave, relationships existing due to marriage will terminate upon death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with State law.

ARTICLE VIII

Approved Time Off

Section 1. Amounts

Employees shall earn approved time off time. No employee on leave of absence may earn approved time off except when the leave was for the purpose of accepting a temporary working assignment in another class.

Eligible full-time employees shall earn approved time off time in accordance with the following schedule:

- a) From the date of hire until the completion of eleven (11) years of continuous service: 135 hours per year.
- b) From the completion of eleven (11) years of continuous service until the completion of seventeen (17) of continuous service: 150 hours per year.
- c) From the completion of seventeen (17) years of continuous service until the completion of twenty-three (23) years of continuous service: 187.5 hours per year.
- d) From completion of twenty-three (23) years of continuous service: 210 hours per year.

Probationary employees earn approved time off and may use such during their original ninety (90) days probationary period at the discretion of the Employer. Employees who are in paid status for less than one half ($\frac{1}{2}$) of the work days in the month will earn approved time off on a pro-rata basis. When an employee separates from employment and more benefit time was utilized than accrued, the amount in arrears will be deducted from the employees check.

Section 2. Approved Time Off Usage

Approved time off time may be taken in increments of either fifteen minute increments after a minimum use of one-half hour; one-half day increments before or after the lunch break or full day increments.

Section 3. Approved Time Off Schedules

Employees must request approved time off no later than five (5) working days in advance of the anticipated start of the requested time off. Approved Time Off shall be scheduled as requested by the employee in writing. The Employer shall respond to approved time off requests within five (5) work days. Once requested time off is approved it will only be canceled if the Employer's operating needs require that employee's services. Approved time off time must be scheduled and taken no later than the end of the fiscal year in which it is earned or shall be forfeited.

Section 4. Approved Time Off Schedules by Seniority

By July 31 of each year, employees may submit in writing to the Employer their preferences for different time periods for approved time off, provided an employee may not submit more than three (3) preferences. Such request may include approved time off through the end of June of the following year. In establishing approved time off schedules, the Employer shall consider both the employee's preference and its operating needs consistent with the current practices of the facility. Where the Employer is unable to grant and schedule approved time off preferences for all employees within a position classification within a facility but is able to grant some of such (one or more) employees such approved time off preferences, employees within the position classification shall be granted such preferred approved time off period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by July 31, shall be notified of the approved time off schedules by September 1 of that year. Employees requesting approved time off time who have moved at their prerogative to a different facility, and whose preference conflicts with another employee in that facility, or those employees who have not filed their preference by July 31 or were not granted such request, shall be scheduled on the basis of the employee's preference and the operating needs of the Employer and the facility.

Section 5. Payment on Death of Employee

Upon the death of an employee, the person or persons specified by the employee shall be entitled to receive from the appropriation for personal services theretofore available for payment of the employee's compensation such sum for any accrued approved time off to which the employee was entitled at the time of death. Such shall be computed by multiplying the employee's daily rate by the number of days accrued approved time off due.

ARTICLE IX Hours of Work

Section 1. General Provisions

- a) "The Work Day and the Work Week" The normal work week is Monday through Friday for a total of 37.5 hours. The normal work day is 7.5 hours from 7:30 am to 3:30 pm, inclusive of a thirty (30) minute non-paid lunch break. Work hours may vary depending upon the work site with permission from the Manager of OAEVS for IDOC
- b) "Lunch Period" Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, unpaid lunch period of thirty (30) minutes.

When employees who normally receive an unpaid meal period are directed to work during that period and receive no equivalent time off during the same shift at a reasonable alternative time, they shall have such time treated as hours worked and shall receive compensatory time at the appropriate overtime rate.

- c) "Late Arrival and Unauthorized Absence" Employees are expected to be on time and at their place of work at the scheduled beginning of their shift. Employees who are late may be docked until the problem has been corrected. This shall not limit the Employer's right to dock for unauthorized absence and/or resort to the disciplinary procedure of this Agreement for late arrival and/or unauthorized absence. The threshold between late arrival and unauthorized absence is one hour after the starting time.
- d) "Regular Work Schedule" All employees shall be scheduled to work on a regular work schedule and each work shift shall have a regular starting and quitting time.

Section 2. No Guarantee or Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or work week. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

In the event educational instruction is canceled by action of the Illinois Department of Corrections, employees shall continue to report to their work-sites according to their work schedules.

Section 3. Compensatory Time

Employees shall be eligible for compensatory time if the employee works in excess of 37.5 hours per week. Compensatory time shall be awarded at time and one-half for all hours worked in excess of 37.5 hours per week. All compensatory time shall be taken as time off from work, and no cash payment will be made for compensatory time. All compensatory time must be scheduled off prior to the end of the fiscal year, and if not, may be scheduled off by the employee's supervisor. All requests for compensatory time shall require the approval of the Administrator of Adult Education and Vocational Services or designee. Upon the death of an employee, the person or persons specified by the employee shall be entitled to receive from the appropriation for personal services theretofore available for payment of the employee's compensation such sum for any accrued Compensatory Time to which the employee was entitled at the time of death. Such shall be computed by multiplying the employee's daily rate by the number of days accrued Compensatory Time due.

Section 4. Rest Periods

Employees shall continue to receive their rest periods based upon local practice. The breaks may not be combined at either the beginning or at the end of shift to shorten the work day.

Where practicable, employees shall have the right to leave the work site, but not the facility grounds, during such break period.

The Employer will allow nursing mothers flexibility with respect to scheduling lunch and break periods for the purpose of breast feeding or pumping breast milk, whenever possible.

Section 5. Reporting Day

Instructional employees shall receive a total of 6 “reporting days” each year. On such days, instruction shall be suspended to provide time for employees to meet their reporting requirements.

ARTICLE X

Employee Personnel File

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

Section 1.

A copy of all personnel records relating to any employee shall be kept in an official personnel file which shall be located in the College Human Resources office. This file may be electronic in nature. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer or its counsel in the course of preparation for any pending case or claim or in the case of files kept in accordance with the provision of HIPPA.

Section 2.

An employee's supervisor may maintain a file pertaining to an employee which shall contain job related information only. Such files shall be confidential. A supervisor may maintain personal notes, but the notes shall not be maintained in the supervisor's file with other job related information. An employee may request to review the supervisor's file, but shall not be entitled to review the supervisor's notes. The supervisor's file shall not follow the employee upon leaving the jurisdiction of the supervisor. The supervisor's files shall be used to assist the supervisor with preparing employees' performance evaluations, and any material in the file shall be destroyed thirty (30) days after the supervisor has met with the employee to review his or her performance evaluation, unless a grievance is filed over the contents of the evaluation. The supervisor's file shall not contain a copy of any disciplinary action against the employee.

Section 3.

All personnel records shall be maintained in written format. Written material relative to an employee's conduct or 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 administrator shall state in the file the above refusal.

Section 4.

The employee shall have the right to answer in writing any material filed in his/her personnel file, no later than 5 business days after receipt of such material, and his/her answer shall be attached to the file copy.

Section 5.

Upon request, an employee and/or his/her authorized Union representatives, if authorized by the employee in writing, shall be given access, in the presence of a Lake Land College Human Resources Office staff member, to the non-confidential documents in his/her personnel file without delay. 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.),_and any other document deemed confidential by Section 10 of the Personnel Record

Review Act, 820 ILCS 40/10. At his/her written request, each employee and/or his/her authorized Union representative, if authorized by the employee in writing, shall be furnished a copy of any material in his/her personnel file within a reasonable period of time as deemed by the Human Resources Office. There shall be no charge to reproduce the first copy of any material in the file. No items may be removed from the employee's file except for brief inspection or copying. In lieu of requiring the employee to travel to the College's main campus to inspect the personnel file, the file or a certified copy thereof, shall be delivered to the employee's work site for inspection. Such inspection may be made during working hours, with no loss of pay for time spent, and the employee may be accompanied by a Union representative if he/she so wishes. The inspection should occur during the employee's break or preparation period when practicable.

Section 6.

No material in the employee's personnel file will be duplicated without a subpoena, court order, or written authorization from the employee or the College President, except as provided by law.

ARTICLE XI

Discipline and Discharge

Section 1.

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, clearly defined, 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.

No employee shall be subject to discipline or discharge without just standards and reasonable and proper cause. Disciplinary action may include any of the following:

- a. Oral reprimand.
- b. Written reprimand.
- c. Suspension without pay.
- d. Discharge.

The College shall follow a policy of progressive discipline with the initial disciplinary action being dependent upon the severity of the offense.

Section 3.

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 Union representation in disciplinary proceedings and the Union shall be advised in writing of all disciplinary actions.
- b. When an employee is required to meet with an administrator and the results of this interview may lead to disciplinary action, the employee shall be given reasonable prior written notice of such meeting and shall be entitled to have a union representative in attendance at said meeting. This procedural requirement is not intended to prevent the immediate temporary suspension with pay 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. In cases of reprimands, the supervisor must inform the employee that he/she is receiving a reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents. Notations of reprimands may be placed in the employee's personnel file.
- d. If the College has reason to discipline an employee, this action shall not occur in the immediate presence of other College personnel, IDOC personnel or the public, including inmates and students.

- e. 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 pay as the circumstances deem appropriate.
- f. Disciplinary action resulting in suspension without pay or dismissal must be in compliance with the provisions of this agreement and must be approved by the College President.
- g. In the event the Warden or Assistant Warden of any Illinois Department of Corrections facility issues a permanent Stop Order for any employee covered under this agreement, that employee will be immediately suspended without pay for a period of fifteen (15) work days and terminated for failure to perform the duties of his/her job, if the stop order is not lifted. Grievances regarding such terminations shall be initiated at the 3rd step of the grievance procedure.

Section 4.

Oral and written reprimands shall not be used for purposes of progressive discipline if, from the date of the reprimand, two (2) years pass without the employee receiving an additional discipline for such offense. However, reprimands shall be maintained in employees' personnel files indefinitely. The two (2) year period shall be extended by any leave of absence or disciplinary suspension.

Section 5.

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for the refusal to take such. An AFSCME representative may accompany a bargaining unit employee to a polygraph examination. The representative may review the polygraph questions but may not be present during the administration of the polygraph examination.

**ARTICLE XII
Salaries**

Individual salaries are subject to funding via the Vendor Agreement between the College and the Illinois Department of Corrections.

Section 1. General Increases

Effective July 1, 2021, the pay rates for all bargaining unit employees shall be increased by five percent (5%)

Effective July 1, 2022, the pay rates for all bargaining unit employees shall be increased by five percent (5%)

Effective July 1, 2023, the pay rates for all bargaining unit employees shall be increased by five percent (5%).

Newly hired employees who begin their employment with the College prior to April 1st of the fiscal year shall be eligible to receive an annual salary increase on July 1st of the next fiscal year.

The full time Instructor’s salary schedule seeks to provide assurance of fair placement at the entry-point of employment and salary advancement for pre-approved and completed educational coursework, as specified below:

Educational Level	Minimum Base Salary		
	FY22	FY23	FY24
High School/HSED	\$38,000	\$40,000	\$42,000
Associate	\$38,500	\$40,500	\$42,500
Bachelor	\$39,000	\$41,000	\$43,000
Master	\$39,500	\$41,500	\$43,500
Doctorate	\$40,000	\$42,000	\$44,000

- A. Employees hired on or after July 1, 2021 will follow this schedule.
- B. Initial placement for new full-time instructors will be governed by the following provisions:
 - a. Part-time teaching or part time employment either in or outside the system shall not be considered as creditable experience
 - b. In consultation with the appropriate Dean and approval of the appropriate Administrator, \$500 will be added to the new instructor’s base salary for each previous year of creditable teaching experience.
 - c. In consultation with the appropriate Dean and approval of the appropriate Administrator, \$250 will be added to a new instructor’s base salary for each previous year of professional experience.
 - d. Creditable years of teaching or professional experience cannot overlap.

Section 2. Office Assistants

1. Effective July 1, 2021 all clerical employees earning an annual salary below \$28,060 (\$14.39 per hour) shall be placed at this annual rate of pay.

2. Effective July 1, 2022 all clerical employees earning an annual salary below \$29,737 (\$15.25 per hour) shall be placed at this annual rate of pay.

Effective July 1, 2023 all clerical employees earning an annual salary below \$31,531 (\$16.17 per hour) shall be placed at this annual rate of pay

Section 3. Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another bargaining unit position classification. An employee temporarily assigned to a position with a lower rate of pay shall receive his or her regular rate of pay. In those cases where the employee is directed by the Employer to perform the duties which distinguish the higher paying classification and/or is held accountable for the responsibility for the higher paying classification, the employee shall be paid the rate of the higher paying classification. The Employer will equitably distribute such assignments on a seniority rotating basis. The mere absence of an employee does not automatically entitle another employee to temporary assignment pay unless the requirements of this article are otherwise met.

Section 4. Time Limits

The time limits for temporarily filling a bargaining unit position classification will be as listed in this Section and in terms of work days or calendar months. The time limit herein may be extended by mutual agreement of the parties.

- a) While the Employer posts and fills a job vacancy for a period of sixty (60) days from the date of posting.
- b) While an absent regular incumbent is utilizing sick leave, or accumulated time (vacation, holidays, personal days).
- c) Up to thirty (30) work days in a six (6) calendar month period while a regular incumbent is on disciplinary suspension or layoff.
- d) While a regular incumbent is attending required training classes.
- e) Up to six (6) months while a regular incumbent is on any illness or injury, Union or jury leave of absence.
- f) Up to sixty (60) work days in a twelve (12) month period for other leaves, or where there is temporary change in work load, or other reasonable work related circumstances.

Section 5. Payments Due

For temporary assignment except those to relieve an employee for a rest period(s) or a lunch period, the Employer shall pay the employee the higher rate as set forth in Section 2 above for the full time of such assignment(s). For the purpose of calculation, any temporary assignment of less than one-half

day shall be considered one-half day and any temporary assignment of more than one-half but less than a full day shall be considered a full day.

The Employer shall not split duties or rotate or reassign other employees to any specific temporary assignment in order to circumvent the payment provisions of this Agreement.

Section 6. Return to Permanent Assignment

When an employee returns from a temporary assignment, he/she shall be allowed reasonable time to catch up, check and integrate the work of his/her regular assignment.

Section 7. Assignments to Positions Outside of the Bargaining Unit.

Should the Employer's operating needs warrant the temporary assignment of a bargaining unit employee to non-bargaining unit duties, the Employer shall notify and bargain with the Union regarding such temporary assignments.

ARTICLE XIII
Working Conditions, Safety and Health

Section 1. Safety and Health

The Employer shall strive to provide a safe and healthy workplace environment. When it is determined that a health or safety condition exists, the Employer shall make every effort to correct it within a reasonable period of time using the best means available to do it. Provided, however, that where funds for the remedy have not been budgeted, the Employer shall make every effort to secure the necessary funds to correct the condition. When the unsafe or unhealthy condition arises at a state-owned facility and is beyond the Employer's control to correct, the Employer and the Union will jointly meet with the Department of Corrections to discuss correcting the unsafe or unhealthy condition.

Section 2. Health and Safety Program

The Employer shall attempt to provide a safe work environment consistent with the standards set by the Illinois Department of Labor.

To this end, the Employer and the Union shall act cooperatively with the Department of Corrections to develop workplace violence programs designed to eliminate violence in the workplace.

Section 3. Working Conditions

Subject to budgetary constraints, the Employer shall endeavor to provide prompt repair and service to Employer provided mechanical equipment used by employees in the course of their normal work duties.

Section 4. Meals

To the extent that the Illinois Department of Corrections continues to provide Lake Land College employees with free meals, employees shall be provided with free meals in accordance with the present practices and policies.

Section 5. Damage to Personal Property

In accordance with the procedures and policies established by Administrative Directive 01.02.122: Claims for Damages to Employees' Personal Property of the Illinois Department of Corrections, and the amounts provided for there under, Employees shall upon IDOC approval be reimbursed for the cost of any personal property destroyed or damaged in the line of duty as a result of inmate or resident violence. The Employer will also endeavor to provide a secure place for storing wearing apparel.

Upon request, labor/management meetings may review the establishment or revision of conditions for reimbursing employee claims deriving from damages to or destruction of personal property articles by the direct action of residents or clients against the person of the employee, including time limits for reporting and rates of reimbursement.

Section 6. Privacy

Subject to security requirements the Employer shall respect the privacy of an employee's personal belongings.

Section 7. Communicable Disease

In cases where the Department of Corrections suspects an outbreak of a communicable disease, the Employer shall offer tests for such within the appropriate affected area, at no cost to the employee.

Section 8. Hepatitis B Vaccinations

Employees who have direct contact with inmates shall, upon request, be provided with vaccinations for Hepatitis B through the Illinois Department of Corrections where available and approved by the institution.

ARTICLE XIV Layoff

Section 1.

An employee who is subject to layoff is defined as an employee scheduled to be laid off by the Employer or removed from their position due to a reduction in force on a permanent basis.

Section 2.

The Employer shall provide a packet of written information to employee(s) subject to layoff and employee(s) potentially affected by the exercise of bump rights of an employee subject to layoff. Such packet shall contain: a seniority roster (including work schedule, work location and any special requirements) of employee(s) subject to layoff and employee(s) potentially affected by layoff; the Employer's vacancy list (including work schedule, work location and any special requirements) and the affected employee(s) potential bump options (if applicable) and other such information as is reasonably needed for the employee(s) to exercise his/her rights under this agreement.

Section 3.

Bumping shall be in the following order of priority and in seniority order among affected or potentially affected employees:

- a) Any less senior AFSCME represented employee in a position (for which the targeted employee is deemed qualified in accordance with the Employer's practice and as mutually agreed by the parties) at the targeted employee's work location. Work location shall be defined as the parent correctional facility and any satellite correctional facilities.
- b) Any less senior AFSCME represented employee in a position (for which the targeted employee is deemed qualified in accordance with the Employer's practice and as mutually agreed by the parties) at any other AFSCME represented correctional facility contracted by the Employer.
- c) An employee not exercising a bump option may select a posted vacancy (if available and for which the targeted employee is deemed qualified in accordance with the Employer's practice and as mutually agreed by the parties) at the employee's work location or at any other AFSCME represented correctional facility contracted by the Employer.

Section 4.

Employee(s) may choose to exercise or waive his/her bump/vacancy filling options at each step. Employee(s) may opt for layoff at any point prior to the implementation of the option selected. However, the Employer shall not be required to modify the layoff plan as a result.

Section 5.

All employees moving to a new position in lieu of layoff shall retain their current rate of pay and receive all negotiated pay increases henceforth.

Section 6.

Employee(s) laid off shall be eligible for recall to any vacant position which the employee is qualified to fill prior to filling such vacancy by a new or less senior employee for a period of twenty-four (24) months after the effective date of the layoff.

Section 7.

Employee(s) actually laid off as a result of this process shall not lose any accumulated seniority or sick leave. However, employees shall not accrue seniority or sick leave during the period of layoff.

Section 8.

Employees recalled to the same or similar position at any Lake Land College work location shall return with the same salary he/she possessed at the time of layoff. During the period of layoff, any salary increases provided for in accordance with Article XII, Section 1, shall be applied prospectively to the employee's salary upon recall.

Section 9.

It is understood by the parties that promotion in lieu of layoff is not an option under this agreement.

Section 10.

Employees represented by another collective bargaining agent and unrepresented employees are excluded from the procedures outlined in this agreement.

ARTICLE XV Evaluations

Section 1. Informal Conferences

The Union and the Employer encourage periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

Section 2. Written Evaluations

It is the intent of the Employer to conduct ongoing evaluations as provided in Section 1 above. However, the Employer shall prepare one (1) written evaluation on employees who are serving an original probationary period. The evaluation shall occur no later than two (2) weeks prior to the end point of such probation. In addition, the Employer may prepare periodic evaluations of employees.

Thereafter the conclusion of the probationary period, written evaluations shall occur once every twelve (12) month period.

Except where present practice provides otherwise, written evaluations shall be prepared by the Employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Upon an employee's request, the notation of discipline shall be corrected or amended in the performance evaluation, based upon any applicable grievance resolution.

ARTICLE XVI Miscellaneous Provisions

Section 1. Wage Assignments and Garnishments

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments. Where the Employer seeks to recoup overpayment to employees, it shall be at no greater rate than allowed under the Garnishment Laws.

Section 2. Notification of Leave Balances

Employees shall be given online access to a statement of leave balances (sick leave, vacation, personal days, and compensatory time). Upon request, Employees shall be given a printed statement. The College shall endeavor to ensure the accuracy of such statements.

Section 3. Printing of the Agreement

The Employer shall provide online access to this agreement. As needed, employees may print and copy this agreement at work, using the Employer's resources.

Section 4. Educator Preparation Time

As long as the College is able to maintain thirty (30) student instructional hours per week per instructor, the current practices regarding teacher use of paid time for class preparation and paperwork shall continue for the term of this Agreement. In cases where thirty (30) student instructional hours are not being attained, preparation time shall be adjusted accordingly, after notification and discussion with the Union.

Section 5. Reasonable Accommodations - Americans with Disabilities Act

In the event a disabled bargaining unit employee seeks a reasonable accommodation under the Americans with Disabilities Act, the Union has the right to discuss with the Employer issues regarding such proposed reasonable accommodations and the impact on specific provisions of the collective bargaining agreement. However, such discussions shall not impede the Employer from fulfilling its obligations under the Act, nor shall such discussions require the Employer to divulge confidential or sensitive information protected from disclosure under HIPPA or other state or federal laws. Only those reasonable accommodations which conflict with the collective bargaining agreement shall require the written consent of the Union.

Section 6. Supplementary Agreements

All supplemental agreements or memorandums of understanding, or other agreements shall be considered tentative agreements until approved by the College President and the Union.

Section 7. Closure of a Facility

It is understood by the parties that within sixty (60) days of an Illinois Department of Correction's announcement of the closure or conversion of a State Corrections facility, the parties agree to negotiate over such matters that may impact upon employees covered by this agreement on questions of wages, hours and other conditions of employment.

Section 8. Personnel Policies, Rules and Regulations

All Administrative Policies of the Employer, Employee Handbooks, Rules of Conduct, and Work Rules in effect as of the effective date of this Agreement are hereby incorporated by reference. In the event there is a conflict between such policies and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 9. Continuing Education, Licensure, and Certification Expenses

Subject to the operating needs of the Employer and OAEVS Manager's approval, paid time off will be granted to employees to attend professional or educational meetings, workshops, or conferences related to their position.

Employees shall be reimbursed the expenses incurred for application or renewal of any license or certification that is required for their position.

Section 10. Employee Development and Training

When the Employer has scheduled annual training for all employees, the Union may schedule training in conjunction. This Union training must not occur during the Employer's scheduled trainings, but may occur before or after the Employer's scheduled times of training. Comp Time, if earned, will only encompass Employer sponsored training time, and not include Union training time. In such cases, such training will not result in loss of pay.

Section 11. Labor/Management Committee

In order to facilitate communication between the parties and to attempt to resolve issues, a Labor/Management Committee shall be established which shall consist of five (5) members designated by the Union and three (3) members designated by the College President. On the reasonable request of either party, the Committee shall meet to discuss matters of mutual concern that do not involve pending negotiations, pending formal grievances, or resolved grievances. The Union and the College shall exchange agenda items at least five business days in advance of the meeting. The parties shall meet at least semi-annually. Meetings will be scheduled in a way to minimize the impact on the Employer's operation. The College President and the Union reserve the right to substitute members of the Committee at any time.

ARTICLE XVII

Filling of Vacancies

Section 1. Posting

Whenever the Employer intends to fill a job vacancy as defined below, a notice of such vacancy shall be posted on a bulletin board at each work location designated for vacancy notices for no less than ten (10) work days. Such notice of vacancy shall set forth the required knowledge, skills, ability, work location, shift and days off and any other requirements of the position. Current bargaining unit employees must apply for the vacancy by the date specified in the notice of vacancy which will be no later than fifteen (15) work days from the date of the posting.

Section 2. Definition of Vacancy

A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: termination, transfer, promotion, demotion, and related transactions.

Section 3. Selection

The Employer shall fill the vacancy from among qualified bidders who meet the minimum entry requirements for the position by awarding the position to the most senior bidder unless a less senior bidder is relatively equal in qualifications. The order of selection shall be:

1. Laid off employees based on seniority (per Article XIV Layoff).
2. Employees transferring laterally from the same classification within the same work location.
3. Employees promoting to a higher classification within the same work location.
4. Employees transferring laterally from the same classification from a different work location.
5. Employees promoting to a higher classification from a different work location.
6. Employees or applicants outside the bargaining unit.

Section 4. Integrity of Procedure

A bidder from outside the bargaining unit will not be hired if current qualified bargaining unit employees who meet the minimum entry requirements for the position have submitted bids.

Section 5. Right to Return

At the request of the employee he or she may return to his or her former position within ten (10) working days after selection for the vacancy.

ARTICLE XVIII

Authority of the Contract

Section 1. Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions. The parties recognize that the provisions of this contract cannot supersede law.

Section 2. Waiver

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and shall supersede all previous agreements, written or verbal. The terms and conditions may be modified only through the mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set-forth in this Agreement. Therefore, during the term of this Agreement, the Employer and the Union agree that the other shall not be obligated to bargain on any issue which was bargained, or should have been bargained, during negotiations resulting in this Agreement unless mutually agreed otherwise.

However, the Employer agrees that during the period of this Agreement it shall not unilaterally change any bona fide past practice or policy with respect to salaries, hours, conditions of employment and fringe benefits enjoyed by members of the bargaining unit without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

Section 3. Relationship between the IDOC Vendor Agreement and this Contract

Should the Illinois Department of Corrections change, amend or otherwise alter the terms of the Vendor Agreement or its Supplemental Terms and Conditions in a manner that conflicts with the terms of this Contract; the parties shall act cooperatively to eliminate or limit any adverse affect upon the College, this Contract or the employees so represented. If the parties are unsuccessful, the parties shall meet and bargain in good faith over such changes. In the event the parties are unable to agree to language to remedy the adverse affect, the College shall have the right, upon bargaining to impasse, to unilaterally implement modifications to this Contract reflecting the change, amendment or alteration to the Vendor Agreement or its Supplemental Terms and Conditions without challenge by the Union. Such unilateral implementation shall waive the Union's obligations under Article XIII No Strike/No Lockout of this Contract and members shall have the right to strike.

ARTICLE XIX
No Strike/No Lockout

During the term of this Agreement there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities. The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article. No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE XX
Termination

This Agreement shall be effective July 1, 2021, and shall continue in full force and effect until midnight, June 30, 2024, and thereafter from year to year, unless not more than 180 days, but not less than 60 days prior to June 30, 2021, or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

The Board's obligations under this Agreement shall terminate upon cessation of its contractual relationship with the Illinois Department of Corrections.

This Agreement is signed this 9th day of August, 2021.

In Witness thereof:

For AFSCME Council 31

For Lake Land College

David Bral
Patricia Renseng
Hamp Bell
William D. Lane
John K. Ma
Walter C. ...
Mike ...
Mamie ...
Michael ...

Mike Sullivan
Chairperson, Board of Trustees
Jon Wright
Secretary, Board of Trustees

APPENDIX A
Medical Insurance Contribution Rates

Medical and dental insurance coverage is available to all employees. The College and the employee shall share in the cost of major medical and dental insurance.

Employee insurance contributions for the duration of this Agreement shall be as follows:

Plan A PPO Plan:

Combined M/D	Employee Monthly Share			
	2021	2022	2023	2024
Employee Only	See Table	See Table	See Table	See Table
Employee Plus One	\$591.91	\$591.91	\$591.91	\$591.91
Employee w/Family	\$739.18	\$739.18	\$739.18	\$739.18

Plan B HDHP:

Combined M/D	Employee Monthly Share			
	2021	2022	2023	2024
Employee Only	See Table	See Table	See Table	See Table
Employee Plus One	\$344.40	\$344.40	\$344.40	\$344.40
Employee w/Family	\$531.59	\$531.59	\$531.59	\$531.59

The following table is the monthly contributions for employees choosing "Employee Only" insurance regardless of the plan selected:

Salary Range	Monthly Rates
\$27,300 or less	\$36.00
\$27,301 - \$41,200	\$41.00
\$41,201 - \$54,800	\$43.50
\$54,801 - \$68,600	\$46.00
\$68,601 and over	\$48.50

The salary-based contribution rates reflected directly above shall increase in accordance with the College's practices each contract year.

When the portion of the monthly contribution by the employer exceeds the premium for an HSA eligible plan, then the additional portion will be contributed towards a Health Savings Account. The employer contribution shall not exceed the IRS annual limit.

MEMORANDUM OF UNDERSTANDING

The undersigned parties agree to the following in order to achieve a goal to assist inmates to obtain a basic vocational education before being released into the community.

In lieu of the normal work week as defined in Article IX, Section 1, of the Collective Bargaining Agreement, the Vendor Agreement between the College and the Illinois Department of Corrections may provide for a work week of four consecutive days of relatively equal length, followed by three consecutive days off, or reasonable variations thereof. All employees in a given facility must have the same work schedule as defined in Article IX, Section 1 or Section 4 of the Agreement. Facilities with four day work weeks are subject to the approval of the Illinois Department of Corrections.

2. Lake Land College bargaining unit staff at any Illinois Department of Corrections' (IDOC) facility designated by IDOC to work a four day work week will work the following work schedule, which includes a daily 30 minute unpaid lunch:

Tuesday	-	7:00 a.m. to 5:00 p.m.
Wednesday	-	7:00 a.m. to 5:00 p.m.
Thursday	-	7:00 a.m. to 5:00 p.m.
Friday	-	7:00 a.m. to 4:30 p.m.

It is noted by the parties that, in accordance with the work schedules as reflected above, work schedules on Tuesday-Thursday shall consist of a 9.5 hour paid work day and work schedules on Friday shall consist of a 9 hour paid work day, for a total of a 37.5 hour work week. It is understood between the parties that individual work schedules may be mutually agreed otherwise at the local facility level.

All time in pay status in excess of 37.5 hours per week shall be compensated at the overtime rates in accordance with Article IX, Section 4 of the collective bargaining agreement.

Vacation accrual rates are not affected by this agreement. Employees using vacation time for the day on Tuesday-Thursday must utilize 9.5 hours of vacation time. Employees using vacation time for Friday must utilize 9 hours of vacation time.

3. Benefit Days

Benefit days shall continue to be accrued or earned in increments of 7.5 hour days in accordance with the collective bargaining agreement.

A. Holidays – Article VII, Section 7

When a holiday occurs on an employee=s scheduled day off or an employee works on a holiday, the employee shall be credited with 7.5 hours of holiday leave.

When a holiday occurs on an employee=s normal scheduled work day and/or the employee=s scheduled holiday is approved, the employee shall utilize 7.5 hours of holiday time with 1.5 or 2.0 hours (whichever is applicable) from accumulated benefit time, not including sick leave.

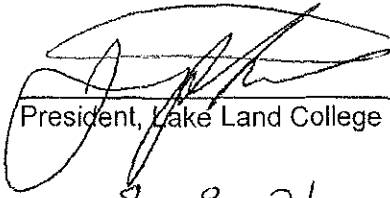
B. Approved Time Off – Article VIII

Approved time off may be used in increments of fifteen (15) minutes after the first one-half (1/2) hour of use or multiples thereof, up to a maximum of 9.0 or 9.5 hours (whichever is applicable).

C. Sick Leave – Article VII, Section 1

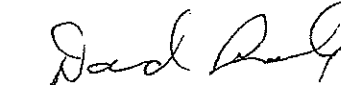
Approved sick leave may be used in increments of fifteen (15) minutes after the first one-half (1/2) hour of use or multiples thereof, up to a maximum of 9.0 or 9.5 hours (whichever is applicable).

This Memorandum of Understanding shall be effective upon signature by both parties and shall remain in effect until June 30, 2024, unless either party gives thirty (30) days written notice of its desire to reopen negotiations on this MOU. This Memorandum of Understanding shall remain in full force and effect during the period of such negotiations.



President, Lake Land College
8-9-21

Date



AFSCME, Council 31

8/9/21

Date

MEMORANDUM OF UNDERSTANDING


The Parties agree that for FY2022, and contingent upon IDOC approval, all Instructors after receiving the General Increase outlined in Article XII, Section 1, earning an annual salary below the appropriate Minimum Base Salary for their educational level shall be placed at that appropriate Minimum Base Salary or receive a six percent (6%) increase, whichever is lesser. When approved by IDOC, these FY 2022 increases would be processed retroactive to July 1, 2021.



President, Lake Land College

8-9-21

Date



AFSCME, Council 31

8/9/21

Date

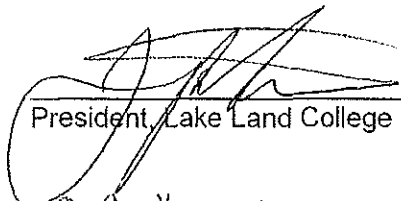
MEMORANDUM OF UNDERSTANDING

Gubernatorial Declaration of Continuity of Operations/Continuity of Government Plans

The parties agree to apply to Lake Land College employees the same standard that is reached between the State of Illinois and AFSCME Council 31 as the result of bargaining regarding the designation of essential service employees for the Department of Corrections.

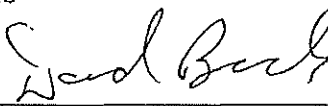
The standard for Lake Land College Vocational Instructors will be based on the standard set for the RC-63 Educator position classification. The standard for Lake Land College Office Assistants will be based on the standard set for the RC-14 Office classification series 25.

This agreement is reached without precedent or prejudice to any other matter at issue between the parties.



President, Lake Land College

8-9-21
Date



AFSCME, Council 31

8/9/21
Date