

THREE-YEAR
AGREEMENT

EFFECTIVE
July 1, 2025 - June 30, 2028

By and Between The

BOARD OF TRUSTEES OF DISTRICT #517
LAKE LAND COLLEGE

and

THE LAKE LAND COLLEGE PARAPROFESSIONAL UNION
IFT-AFT, Local 6028, AFL-CIO

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AGREEMENT BETWEEN LAKE LAND COLLEGE AND THE LAKE LAND COLLEGE PARAPROFESSIONAL UNION

Preamble

This Agreement entered into by the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT #517, LAKE LAND COLLEGE, hereinafter referred to as "College" and LAKE LAND COLLEGE PARAPROFESSIONAL UNION, hereinafter referred to as the "Union."

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

THEREFORE, the parties agree as follows:

ARTICLE I

Recognition and Bargaining Unit

SECTION 1: Recognition. The College recognizes the Union as the sole and exclusive bargaining agent for all employees for which the Union has been certified as the bargaining agent in matters pertaining to wages, hours, and working conditions and the impact of those decisions made by the College as inherent managerial rights which may directly affect wages, hours and working conditions.

SECTION 2: Bargaining Unit. The bargaining unit will exclude Executive Assistant(s), Administrative Assistant to the President, Administrative Assistant to the Vice-President(s), other confidential positions, and positions classified as Institutional Support. The certified bargaining unit for this contractual Agreement shall include the following full-time positions:

- Academic Services Specialist
- Accounting Assistant I
- Accounting Assistant II – Cashier
- Accounting Assistant III - Accounts Payable
- Accounting Assistant III – Accounts Receivable
- Administrative Assistant to Academic Services
- Administrative Assistant to Agriculture and Technology
- Administrative Assistant to Allied Health – Dental
- Administrative Assistant to Business
- Administrative Assistant to Career Services

Administrative Assistant to the Comptroller
Administrative Assistant for Enrollment & Student Success
Administrative Assistant to Field House Operations
Administrative Assistant to Humanities
Administrative Assistant to the Kluthe Center
Administrative Assistant to Math/Science and Social Science/Education
Administrative Assistant to TRIO
Admissions & Records Specialist
Allied Health Specialist
Bookstore Assistant
Central Receiving/Mailroom Assistant
College Advancement Specialist
Counseling Services Operations Specialist
Facilities Coordinator to Physical Plant Operations
Financial Aid Outreach Specialist
Food Services Assistant
Food Services Cook
Library-Cataloging/Acquisitions Assistant
Library Circulation Assistant
Mailroom Assistant
Marketing Production Specialist
Student Engagement Administrative Assistant
Student Success Specialist
Workforce Solutions Specialist

SECTION 3: Management Rights. The Union recognizes that the Board of Trustees has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law. This includes all executive and management functions, the determination of the overall College budget, the establishment of qualifications, the selection of and direction of employees, the promotion, dismissal, or demotion of employees, and the approval or termination of all courses and programs of instruction in the College. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations and statutes shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

SECTION 4: Contract Negotiations. If either the Union or the College desires to change, terminate or modify this Agreement, a written notice shall be given by either party to the other prior to March 1 of the appropriate year. During the life of this contract, if any new legal interpretation or change of state or federal laws regarding the SURS (State University Retirement System) six percent (6%)

restriction arises, negotiations may be re-opened. The re-opened negotiations will be restricted to items impacted by changes in the new legal interpretation or legislation. Negotiations shall be in accordance with the provisions of the Illinois Educational Labor Relations Act.

SECTION 5: Definitions. Full-time employees are those employees who work eight (8) hours or more per day, forty (40) hours per week, for twelve (12) months per year.

ARTICLE II

Non-Discrimination and Anti-Harassment

SECTION 1: Lake Land College does not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, disability, marital status, veteran status, sexual orientation or any basis of discrimination precluded by applicable federal and state statutes in admission or access to or in treatment of employment in College programs and/or activities. Director of Human Resources, Lake Land College, (217) 234-5210, has been designated to coordinate compliance with nondiscrimination requirements contained in the implementing regulations of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Age Discrimination Act of 1975. Coordinator Student Accommodations & Mental Health Initiatives, Lake Land College, (217) 234-5259, is designated as the Section 504 Coordinator of the Rehabilitation Act of 1973. The Union and the College shall jointly accept responsibility for applying this provision of the Agreement.

SECTION 2: All references to employees in this Agreement designate both sexes, and, wherever the male/female gender is used, it shall be construed to include either male or female employees.

SECTION 3: There shall be no discrimination, interference, restraint, or coercion by the College against any employee in the bargaining unit because of Union membership. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 4: Some contract provisions such as summer hours and carryover of unused vacation days may have to be modified for those employees employed with external grant funding in order to comply with the rules or requirements of the grant. It is understood that in these instances any differences in hours or working conditions will not be construed as discrimination.

SECTION 5: Lake Land College prohibits discriminatory practices such as harassment. Workplace harassment complaints and investigations will be processed in accordance with the procedures in Board Policy 11.04 and Board Policy 11.04.01.

ARTICLE III

Hours of Work and Overtime

SECTION 1: **Standard Work Day/Week.** The standard work week shall be forty (40) hours per week, consisting of five (5) consecutive days beginning on Monday and ending on Friday except for the Evening Library Circulation Assistant and Administrative Assistant to the Kluthe Center. Each standard work day will be eight (8) consecutive hours of work, broken by a one (1) hour unpaid lunch period. The standard work week shall consist of forty (40) hours. At the time of employment or by prior mutual agreement between the immediate supervisor and employee, the work day or work week may deviate from the standard. For purposes of computing the payroll and overtime pay, the work week shall begin at midnight on Sunday and end at midnight the following Sunday.

SECTION 2: **Summer Session Work Day and Work Week.** If the College establishes a four (4) day Summer Session work schedule, the standard work day, not including the lunch break, will be in accordance with board policy. A flexible starting time during the Summer Session may begin from 6:30 A.M. to 8:00 A.M. with each employee's start time being subject to approval by the supervisor. The lunch break shall not be less than one-half ($\frac{1}{2}$) hour, nor more than one (1) hour in duration. The employee's work schedule, once established and approved, will remain unchanged for the duration of the Summer Session. All employee work schedules for the Summer Session will be filed in the College Human Resources Office.

SECTION 3: **Overtime.** Employees shall be compensated at one and one-half ($1\frac{1}{2}$) times for all work in excess of forty (40) hours per week including any paid leave (examples: vacation, sick leave, personal leave). Compensation for authorized overtime will be in the form of pay or compensated time off whichever the employee chooses. If the College schedules a four (4) day Summer Session where the work day is eight and one-half ($8\frac{1}{2}$) hours, overtime will be paid for all hours in excess of ten (10) in any work day. Overtime at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay will be paid for all hours worked on the fifth (5th) day of a four (4) day work week.

SECTION 4: **Reporting to Work.** Any employee called to work on a scheduled day off will receive a minimum of two (2) hours pay at the rate described in Section 3 above.

SECTION 5: Official College Closing. If the College is officially closed due to inclement weather conditions, or other circumstances, employees shall designate the date on the timecard as “Official Closed” and credit the day as eight (8) hours worked.

If the President authorizes a shortening of hours because of existing or anticipated inclement weather conditions, the employee shall designate the time in attendance on the timecard, followed by “College Closed” and credit the remaining hours of the employee’s shift. Employees who had taken the day off will have that day subtracted from their accrued benefit leave as would have occurred had the shortening of hours not happened.

An employee who is unable to report during the hours or portions of days that the College is open will have the following options:

- A. Vacation and/or personal leave may be used.
- B. Compensatory time may be used.
- C. Employees who do not have available leave time or earned compensatory time will receive a corresponding deduction in pay.

Employees who are on vacation or absent under sick leave will not be charged for full days the College is officially closed.

All absences must be recorded on the employee’s timesheet.

Overtime will not be paid for any work that is completed at home during the period the College is closed.

ARTICLE IV

Rest and Meal Periods

SECTION 1: Rest Periods. All full-time employees' work schedules shall provide for a twenty (20) minute paid rest period during each one-half (½) shift. Whenever feasible, the rest period will be scheduled at the middle of each one-half (½) shift.

SECTION 2: Meal Periods. All full-time employees' work schedules shall provide for a one (1) hour unpaid lunch period during each shift. Whenever feasible, the lunch period will be scheduled at the middle of each shift. If the College schedules a four (4) day summer session, the duration of the lunch period will be flexible and can vary from one-half (½) hour to one (1) hour. The length of the lunch hour must be approved with the employee's supervisor.

ARTICLE V

Seniority and Probationary Period

SECTION 1: Probationary Period for New Employees. New hire probationary employees will not be entitled to any sick leave, vacation or personal leave benefits contained in this Agreement except that when the probationary period is completed; all vacation, personal and sick leave benefits will be accrued from an employee's original hiring date. If, at the end of ninety (90) days, the employee's work is satisfactory, based upon the probationary performance report, the employee will be granted regular employment status. The College, at its option, may elect to separate the employee or extend the probationary period up to an additional ninety (90) days. Prior to exercising the option to extend the probationary period the College will meet with the employee to discuss the employee's work performance and the reason for the extended probationary period. The employee shall have the right to representation at such a meeting.

SECTION 2: Determination of Seniority Status

- A. The seniority status of each employee shall be based upon the employee's latest entry date into a bargaining unit position. An employee who voluntarily leaves the union will have a new entry date to determine seniority when reentering the union.
- B. When a position is eliminated for any reason, the employee in that position shall have the right to bump the lowest senior person in the Union, provided requisite qualifications are met. If requisite qualifications are not met, then callback requirements outlined in paragraph D. will apply. If the position has a lower starting salary than the employee's regular position, the employee shall retain the wage rate he/she was receiving prior to the elimination of the position. In the case of a grant-funded position, grant funds must be available for the employee to retain their previous wage rate.
- C. In all cases of decreasing or increasing the number in the working force, seniority subject to requisite qualifications shall govern.

- D. In cases where the work force is decreased, employees laid off shall be called back prior to employment of new employees for a period of one (1) year from the date of layoff for jobs for which they are qualified.

Employees laid off may refuse no more than 2 offers of employment during the callback time period which is one year. The employee shall be given two (2) weeks from the notice of callback to report for employment.

- E. Subject to Article V, Section 2D, an employee recalled from lay off will retain their most recent entry date for union seniority and longevity, Vacation (per Article XV, Section 1A), personal and sick hours will be retained from the date of layoff.
- F. If the grant for any grant funded position ends, the incumbent's position will end with the grant and the employee will not have bumping rights to other positions within the bargaining unit. Likewise, employees in non-grant funded positions will not have bumping rights into grant funded positions within the bargaining unit.

SECTION 3: Seniority Lists. An updated seniority list of employees in positions certified in this bargaining Agreement shall be maintained in the Human Resources Office and shall be available for inspection by any employee or by the Union upon request.

SECTION 4: Longevity Pay

Eligible employees shall receive longevity payment based on years of service as a member of the bargaining unit as follows:

5 years	-	\$200
8 years	-	\$250
10 years	-	\$300
12 years	-	\$350
15 years	-	\$550
18 years	-	\$650

If an employee is participating in the Planned Retirement Program and a longevity payment would increase that employee's creditable earnings for that contract year above the SURS cap on end of career earnings based on the employee's prior year creditable earnings, the employee shall not be eligible for the longevity payment.

The longevity pay shall not be added to the base pay of any grade scale and shall be determined by the latest date in which the employee entered into a bargaining unit position. A single longevity payment shall be effective on the first day of the pay period following the completion of the required length of service.

Longevity will not be considered to be broken by transfer, promotion, reclassification, or any type of leave of absence.

ARTICLE VI

Job Bidding and Posting

SECTION 1: General Provisions. All new full-time positions and vacancies shall be posted electronically and on the Human Resources website. Position vacancy notices shall be transmitted to the Union at the time of posting.

Employees will be given five (5) working days to bid on initial job postings and shall notify the Human Resources Office of their interest in writing. If the position and/or vacancy is filled internally which creates a new vacancy, the new vacancy will be posted for three (3) days. If an employee is on vacation, he/she may pre-bid on the job by submitting a written job bid prior to going on vacation. All qualified non-probationary employees who have bid on the open position will be considered for the open position. Employees are ineligible to bid on positions within the first ninety days of being in their position, if on a performance improvement plan, or if they have been suspended within the last year. Open positions are placed for bid before offering recall to laid off employees. Should no one bid within 90 days of the posting, the College reserves the right to utilize a temporary placement, as long as an active search to fill the position is underway. The temporary placement will last no longer than 6 months, without notification to the Union. If after 6 months, the position remains unfilled, the Union and the College will meet every three (3) months to approve the continuation of the temporary placement and will continue to explore ways to fill the position. An employee who is transferred or accepts a bid in another department will have two (2) weeks after accepting the bid or transfer to report to the new position, unless a different time schedule is mutually agreed upon by the employee and the new and former supervisors.

Short term positions will be of a duration of up to ninety (90) days. Openings of short term positions will not be posted for bid. Human Resources will notify the Union by email within three (3) business days. Qualified employees with seniority may request such positions and will be given consideration for the same. Anyone being placed in a short term position will return to his or her last permanent position unless the employee has been awarded a new job under the bidding procedure.

Exceptions to short-term positions exceeding ninety (90) days will be discussed with and approved by the Union. Anyone placed in a short-term position in a higher grade for more than one (1) week will have his/her rate of pay adjusted by the difference of his/her grade beginning salary and the beginning salary of the short-term grade, not to exceed the maximum of the short-term grade. At the completion of the short-term assignment, the employee's rate of pay will return to the pre-short-term rate adjusted for any interim rate increases.

SECTION 2: Advancement. When an employee takes or is assigned by action of the College to a position in a higher grade, the employee shall receive a salary increase equal to the difference between the current grade beginning salary and the grade beginning salary of the new grade. If the salary increase would increase the employee's creditable earnings for that contract year above the SURS cap on end of career earnings based on the employee's prior year creditable earnings, then the employee shall receive a base salary increase up to but not exceeding an amount equal to the SURS cap on end of career earnings including the annual increase provided for in Article VII. The new position shall be subject to a ninety (90) day probationary period.

SECTION 3: Transfers. If an employee is employed in a position covered by this Agreement, who, at the time of employment, transferred from a similar position in the same grade level at Lake Land College, the ninety (90) day probationary period may be waived by the immediate supervisor. The employee will be notified in writing by the immediate supervisor whether or not the probationary period has been waived. If the probationary period has not been waived, the reason for non-waiver will be explained to the affected employee.

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

If, by the action of the College, an employee is given a different position that has a lower starting salary than the employee's regular position, the employee shall retain the wage rate he/she was receiving prior to the change.

SECTION 4: Applicability of Seniority Rights. Seniority shall prevail for job vacancies, promotions, consolidation or elimination of jobs, and transfers for positions in the certified bargaining unit, providing that qualifications are equal. Employees certified in the bargaining unit will be given five (5) working days to bid on bargaining unit positions prior to the consideration of other applicants. If the vacancy is the result of an internally filled position within the bargaining unit, employees certified in the bargaining unit will be given three (3) working days to bid on the vacated position prior to the consideration of other applicants.

SECTION 5: Work Assignments. Each employee shall be provided a job description for his/her assigned position that shall specify the duties, tasks, responsibilities and position within the organization. The job description will be given to the employee on the date he/she is hired, and thereafter if any changes are made within the position.

The HAY Review Board is charged with the evaluation of each new position or reevaluates each position that has changed in size, scope, or complexity. If an employee feels the position has significantly changed, the following process will be applied.

1. Employees that wish to have their position reevaluated must submit the position re-evaluation request forms and any additional supporting documentation to their supervisor for approval.
2. The supervisor will review, approve, and forward the request to Human Resources no later than February 15th each year.
3. The HAY Review Board will convene in March to review reclassification requests. No more than one request per position should be made during any twelve month period. The College will provide the employee an opportunity to present to the HAY Review Board upon the employee's request. The HAY Review Board will review all information received, including the documentation provided by the employee, and apply the information as relevant to the HAY system categories.
4. The results of the HAY Review Board's evaluation will be communicated to the supervisor.
5. The supervisor will meet with the employee and share the evaluation outcome. If the employee does not agree with the HAY Review Board's determination, that employee may appeal the decision in accordance with the College's Compensation Guidelines and Procedures.

If a proposed new classification contains work in a bargaining unit position or if the functions or community of interest are similar to those in the bargaining unit, the Administration will notify the Union and both parties will meet within fifteen (15) days to review the classification.

SECTION 6: Legal Compliance. Short-term openings, advancements, transfers, and upgrades must comply with all State and Federal laws including SURS regulations.

SECTION 7: Position Qualifying Testing. Certain skills and knowledge including but not limited to Word, Excel, Typing, etc. may be required for a position. A supervisor may require all candidates take the appropriate testing to ensure the applicant has the skills and knowledge for the position prior to setting up an interview.

A. Qualifying Testing Criteria: (See Appendix B)

- 1) Qualifying testing will be administered by the Human Resources Office.
- 2) Employees bidding for an open position have three (3) business days from the close of the bid to take any qualifying test(s) necessary for the open position. Should the employee fail any test and wish to take a second attempt on the test for the open position, the employee has three (3) business days from the close of the bid to take the second test. The waiting period applies to all tests for the position. Employees must respond to schedule or decline testing within one (1) business day of Human Resources' call or email or risk forfeit of their opportunity to test.
- 3) WAITING PERIOD: Employees failing a qualifying test twice must wait ninety (90) calendar days from the second test until the test can be taken again. Should the employee fail the qualifying test after the ninety (90) day waiting period, the employee must wait one (1) calendar year from the date of the last test taken to test again.
- 4) Employees cannot take a second attempt of a qualifying test on the same day as the first attempt. Rescheduling of a test depends on the availability of Human Resource Office staffing.
- 5) An employee may take any qualifying test(s) in anticipation of a new full-time position or vacancy regardless of when the posting of a job occurs as long as the waiting period is not in effect. The waiting period applies for all voluntary testing.

B. Qualifying Testing Validity: (See Appendix B)

- 1) Once an employee has successfully completed any qualifying testing, the test will be valid for ten (10) years for bidding purposes.
The employee will only need to test again if:
 - i. the employee is qualifying for a new full-time position or vacancy

and

- ii. the ten (10) year validity of the test has expired.
- iii. Paraprofessionals in the union as of June 30, 2017 will not be required to take a typing test to stay in their current positions or move into different positions within the union. The typing test will be required for Paraprofessionals hired after June 30, 2017 when applying for a union position that requires the typing test.

ARTICLE VII

Wage Rates

The employee's total annual wages shall meet all federal and state law requirements including SURS. Qualified employees for whom the Board has accepted resignations under Article XVIII ("Planned Retirement Program") shall receive a 6% raise in their contractual salary for each of the last four (4) years of service to comply with the SURS cap on end of career earnings. Entry level employees will be classified and paid wage rates in accordance with the attached Wage Schedule, Appendix A. All other employees covered by this agreement will receive an increase in their base salary based on the following schedule:

7/1/2025-6/30/2026	7/1/2026-6/30/2027	7/1/2027-6/30/2028
3.00%	3.00%	3.00%

To be eligible for an annual increase, a new employee must be hired prior to April 1st of the current fiscal year. The annual increase will be granted after the new employee completes the ninety (90) day probationary period. The increase will not be retroactive to July 1. This does not apply to employees who are on probationary status due to advancement, transfers, bidding, or bumping.

ARTICLE VIII

Union Dues

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

The College will direct dues revocation requests to the union. The union will process and notify the College of any revocations. The College will be indemnified by the union for damages and reasonable costs incurred for any claims by employees for deductions made in good faith reliance on the Union's notification.

SECTION 2: Union Access to Information. The College will provide to the Union a complete list of the following information for all employees in the bargaining unit. This information will be provided within 10 calendar days from

the beginning of every school term and every 30 days thereafter in the school term, and additionally for newly hired bargaining unit employees, within 10 calendar days from date of hire:

name
address
job title
date of hire
worksite location
work telephone number
work email address
personal home or cellular phone number on file with the College
personal email address on file with the College

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

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

ARTICLE IX

Discipline and Discharge

SECTION 1: Applicability. No employee covered by this Agreement shall be subject to progressive discipline, suspension or discharge without due process and without just and proper cause. The following represents a listing of the types of conditions which are considered just and proper cause for discipline, suspension, or discharge. This listing is not to be considered all inclusive but rather illustrative of the types of conditions which constitute just and proper cause.

SECTION 2: Just and Proper Cause.

- A. Refusal or failure to perform assigned work which is reasonably within the qualifications, training, experience and general job duties established for the position.
- B. Falsification or willful destruction of any College records.

- C. Willful damage to or destruction of College property.
- D. Theft of College property or theft or willful destruction of property belonging to another employee or student.
- E. An unexcused absence from work (Examples – being off without supervisor approval, not notifying or showing up for work, or being off without available benefit time. Flexibility may be given in extenuating circumstances when benefit time has been exhausted).
- F. Leaving College grounds during working hours without notification to the immediate supervisor or other designated administrator.
- G. Unauthorized use of College equipment, facilities or supplies for gainful employment outside the scope of College employment.

SECTION 3: Procedure. When a problem or concern arises which may adversely reflect or impact upon a member's employment record, it is important that the employee be advised. All union members are protected by their Weingarten Rights and the Union Officers will educate the members on these rights. The procedure for handling matters of this type is as follows:

- A. If the matter is not of sufficient seriousness to warrant making it a matter of record or if it is of an emergency nature, the administrator and employee shall discuss the problem or concern on a one-on-one basis.
- B. When an employee is required to meet with an administrator and the results of this interview are to become a matter of official record, the employee shall be allowed to have a personal representative of choice present, but under no circumstances will the meeting be delayed because of the unavailability of the designated representative.
- C. When an employee is required to meet with an administrator and the results of this interview may lead to disciplinary action, such as suspension or discharge, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative of choice in attendance at said meeting. If a temporary suspension is initiated, the required interview will be scheduled to take place as expeditiously as reasonably possible.
- D. If the situation is considered sufficiently serious, management has the right to issue an immediate temporary suspension. Immediately

after the temporary suspension is issued Management will notify the Union President or a Union Officer of the issue and the action that has been taken.

ARTICLE X

Grievance Procedures

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

SECTION 2: **Purpose.** Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise. The Union shall have the right to present grievances when a class action involving two or more members of this bargaining unit is in dispute.

SECTION 3: **Representation.** The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Union, and the grievant mutually agree that the grievant's presence is not desirable or necessary. If the grievant does not request representation by the Union in the grievance procedure, the Union shall be entitled to receive a copy of the decision at each step in the grievance procedure.

SECTION 4: **Time Limits.** The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible. If a grievance is not filed within the specified time limits, it will be considered untimely and not a valid grievance.

SECTION 5: **Documentation.** The grievance and all subsequent responses shall be signed in triplicate with one copy retained by the grievant, one copy retained by the College, and one copy sent to the Union.

SECTION 6: **Procedures.**

A. Informal Step

The parties acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through informal and free communication. Accordingly, an employee who, when the alleged grievance occurred or alleged grievance should

have reasonably become known to the grievant, believes his / her rights, as provided for in this contract, has been abridged shall make an attempt to resolve the alleged grievance in an informal discussion between the employee and his /her immediate supervisor or appropriate college personnel within ten (10) College business days. The phrase “should have reasonably become known” is defined as reasonable knowledge of the actual occurrence or act giving rise to the grievance but does not include mere discussions regarding the possibility of an act or event which has not yet occurred. The informal stage can be extended for as long as both parties agree. If the grievance is not resolved in the Informal Step, the grievant may, within ten (10) College business days of the final action in the Informal Step, present in writing to his / her immediate supervisor or appropriate college personnel the grievance.

B. Step One

The employee or the Union shall file the grievance in writing with the immediate supervisor or appropriate college personnel who shall certify by signature the date the grievance was received. The written grievance shall state: the name of the grievant; the nature of the grievance; the specific facts giving rise to the grievance; the specific clause or clauses of the Agreement which are applicable; and the remedy requested. The supervisor or appropriate college personnel shall arrange for a meeting to take place with the grievant within ten (10) College business days after receipt of the grievance. The Supervisor shall render a decision on the grievance and communicate it in writing to the grievant and the Union within ten (10) College business days of the meeting.

C. Step Two

If the grievance has not been satisfactorily resolved at Step One, the grievant may, within ten (10) College business days of the Step One response, present the grievance to the appropriate vice president of the College who will follow the same provisions as established in Step One.

D. Step Three

If the grievance has not been satisfactorily resolved at Step Two, the grievant may, within ten (10) College business days of the Step Two response, present the grievance to the President of the College who will follow the same provisions as established in Step One.

E. Step Four

If the grievance has not been satisfactorily resolved at Step Three, the grievant may, within ten (10) College business days of the Step Three response, submit the grievance to the Board of Trustees Resource and Development Committee. The President of the College shall forward the original grievance, all subsequent responses, and any other written material pertaining to the grievance to the Board of Trustees Resource and Development Committee. The Board of Trustees Resource and Development Committee will investigate the alleged grievance and at its option may schedule a meeting with the grievant. At the first regularly scheduled meeting of the Board of Trustees, which is at least ten (10) College business days subsequent to the date the grievance was submitted for a Step Four review, the Board of Trustees Resource and Development Committee will make a recommendation to the Board for disposition of the grievance. If the Board of Trustees accepts the recommendation of the Board of Trustees Resource and Development Committee, the Board will, within ten (10) College business days of their regular meeting, provide a written response to the grievant and the Union. In the event the Board of Trustees does not accept the recommendation of the Board of Trustees Resource and Development Committee, the Board may, at its discretion, hold hearings or conferences and seek additional information relative to the grievance. The Board shall render a decision at its next regularly scheduled Board meeting and within ten (10) College business days of the meeting shall communicate its decision in writing to the grievant and the Union.

F. Step Five

If the grievance is not satisfactorily resolved at Step Four, the Union may submit to the President of the College a request that the grievance proceed to binding arbitration. If a demand for binding arbitration is not filed within thirty (30) days of receipt of the Step Four decision, the grievance shall be deemed withdrawn.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the Federal Mediation Conciliation Service. Within seven (7) days after the Union requests binding arbitration, the two parties will request the Federal Mediation Conciliation Service provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the College and the Union. Neither the College nor the Union shall be permitted to

assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

Arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation Conciliation Service. The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, 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 in writing by the College and the Union, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall have no authority to render an opinion inconsistent with the state or federal laws and shall not have the power to retain jurisdiction in any case after he/she has rendered his/her final decision.

SECTION 7: Additional Items.

- A. Bypass
By mutual agreement, any step of the grievance procedure may be bypassed.
- B. Withdrawal
A grievance may be withdrawn at any level without establishing a precedent.
- C. Settlement
By mutual agreement, a grievance may be settled at any step without establishing precedent.
- D. Costs of Arbitration
The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If either party requests a transcript of the proceeding, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.
- E. Cooperation
The College and the Union shall cooperate in the investigation of any grievance.

F. Handling of Grievance

Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of instructional program and related work activities of the grievant or of the College's employees.

G. Contract Expiration

A grievance arising under this contract may be processed through the grievance procedure until resolution even after expiration of the contract.

H. Bar to Appeal

Failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

I. Other Complaints

If the Union or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the College shall not be required to process this same claim or set of facts through the grievance procedure.

J. No Reprisal

No reprisals shall be taken by the College against any employee because of the filing or participation in a grievance.

ARTICLE XI

Personnel Files

All employees' personnel records shall be maintained under the following conditions:

SECTION 1: A copy of all personnel records relating to any employee will be maintained in an official personnel file which is located in the Human Resources Office.

SECTION 2: All personnel records shall be in writing and/or electronic format. Materials relative to an employee's conduct or service shall be placed in the personnel file. An employee has the right to review 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 with a third party as witness state in the file the above refusal.

SECTION 3: The employee shall have the right to answer in writing any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.

SECTION 4: Upon written request by an employee, he/she shall be given access to the non-confidential documents in his/her file within three (3) business days. Confidential documents are those materials used to evaluate a person's qualifications prior to employment, to which the individual waived the right to access (placement credentials, letters of reference, etc.). At his/her written request each employee shall be furnished, without cost, a copy of any material in his/her file. No items may be removed from the employee's file, except for brief inspection or copying.

SECTION 5: No material in the employee's personnel file will be duplicated or released to any external party without a subpoena, court order, or written authorization from the employee and the Vice President for Business Services.

SECTION 6: It is the employee's responsibility to see that grade transcripts or certificates for job-related training courses are given to the Human Resources Office for inclusion in the employee's file. The Human Resources Office will provide written acknowledgment to the employee of receipt and filing of such documents in the employee's file.

ARTICLE XII

Tuition Waivers

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:

- A. Eligibility for a tuition waiver shall include the employee, spouse, civil union partner and their dependent children, as defined by the U. S. Internal Revenue Code.
- B. Tuition waiver students shall not be included in the determination of the minimum number of students required for a class to be taught.

Non-job related courses taken by an employee will be limited to one course per semester. The immediate supervisor with the approval of his or her Vice President has the authority to make exceptions to the one course per semester limit when he or she determines that it is in the best interest of the employee and College.

An employee taking non-job related courses during working hours will use personal, vacation, and/or compensatory time to make up missed work time.

Please refer to Appendix C for the request form for taking a non-job related course during working hours.

- C. Tuition waiver students shall be subject to all registration and course fees when enrolling in a course.
- D. Tuition waiver students may apply for scholarship funds that could be used in lieu of tuition waivers; however, they are not required to do so.
- E. Employees may not enroll in non-job-related courses during working hours, except when requested by the employee and approved in advance. All approvals will be made by the immediate supervisor and his or her Vice President by submitting the appropriate form/venue to the Comptroller, prior to the employee's enrollment. The employee is responsible for submitting the Trustee's tuition waiver form prior to enrollment so that his or her tuition will be waived.
- F. If the immediate supervisor requires an employee to upgrade a job skill, the employee may take the course during working hours. All approvals will be made by the immediate supervisor and his or her Vice President by submitting the appropriate form/venue to the Comptroller, prior to the employee's enrollment. The employee is responsible for submitting the Trustee's tuition waiver form prior to enrolling in the course so that his or her tuition will be waived; all fees are waived for job-related-courses by the College.

Job related courses taken by an employee will be limited to one course per semester. The immediate supervisor with the approval of his or her vice president has the authority to make exceptions to the one course per semester limit when he or she determines that it is in the best interest of the employee and College.

G. Dependent children of deceased full-time Lake Land College Paraprofessional Union IFT-AFT, Local 6028, AFL-CIO employees shall be eligible for educational assistance in the form of tuition waivers. For the purpose of this contract, a deceased Lake Land College paraprofessional shall be defined as one who at the time of death was in active service.

1. Provided they meet admission requirements, the surviving dependents shall be eligible to enroll in credit courses and receive waiver of tuition exclusive of fees.

2. They shall be eligible to receive tuition waivers in accordance to Board Policy 05.23.

3. With exception to Internet courses, the surviving dependent children of the deceased employee must have Illinois residency to receive the tuition waiver.

4. The person seeking a tuition waiver will provide appropriate documentation to Lake Land College's Human Resources department (i.e., birth certificate, adoption papers) to verify the relationship between the dependent and the employee.

5. The Bargaining Unit employee is responsible for updating Lake Land College's Human Resources department regarding dependents that are eligible to receive the tuition waivers.

6. Dependent information must be on record in the Human Resources office at the time of the bargaining unit employee's death. (Failure to keep this information updated with Human Resources will jeopardize the eligibility of the dependent's tuition waiver).

ARTICLE XIII

Holidays

SECTION 1: Holidays include those days when the College is closed, as shown on the official College calendar.

SECTION 2: **Paid Holidays.** Each employee shall be granted the day off with pay on each of the following holidays:

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

NOTE: When any regular paid holiday occurs on a Saturday, the preceding work day will be observed; if a regular paid holiday occurs on a Sunday, the following work day will be observed. If a holiday or Spring Break falls during an employee's regularly scheduled day off, the employee shall receive credit for eight (8) hours or one (1) full day off to be used during the same work week or the week following the holiday with prior approval of the immediate supervisor.

NOTE: If Independence Day falls on a day when the College is closed due to the implementation of the four (4) day summer work schedule, employees shall receive a credit for eight (8) hours or one (1) full day off to be used during the same work week or the week following the holiday with the prior approval of the immediate supervisor.

SECTION 3: **Work on a Holiday.** An employee who is entitled to holiday pay shall be paid for all time worked on the holiday at double the regular rate.

SECTION 4: **Holiday Vacation.** Employees shall receive regular pay for the regular work days the College is closed as specified in the official College calendar.

ARTICLE XIV

Vacations

SECTION 1: **Vacation Leave.**

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

Schedule of Vacation Hours

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

(Vacations will be scheduled in advance, approved by the supervisor, and staggered to ensure a reasonable staffing level at all times. Vacation leave may be taken in half hour (30 minute) increments unless there is a balance remaining of less than a half hour.)

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

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

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

- C. Full-time employees working less than a twelve (12) month schedule will earn a proportionate amount of vacation hours.
- D. Except for employees in their initial probationary period, all earned vacation time will be paid upon termination of employment up to a maximum of 30 days. Grant funded employees will follow the vacation policy in the grant agreement.
- E. New employees will accrue vacation hours from the date of hire. Employees are eligible to use accrued vacation hours provided that the ninety (90) day probationary period has been satisfactorily completed. Years of service for accruing hours of vacation earned will be based on the employee's latest hiring date.
- F. If the College establishes a four (4) day summer work schedule, vacation time taken during this period will be charged at the rate of one and one quarter (1 1/4) vacation days, or 10 hours, for each regular work day taken during this period. For every hour taken 1.25 hours will be charged. For every half hour taken, 0.625 hours will be charged.

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

ARTICLE XV

Insurance

A comprehensive insurance program shall be made available for all employees as defined in Article I, Section 2.

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

SECTION 2: Health, Major Medical, Vision and Dental Insurance.

A. Health, major medical, vision and dental insurance is available for every full-time employee. Health insurance and the annual screening are available for all employees and covered dependents.

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

For employees that choose the HDHP option, any portion of the monthly contribution by the College exceeding the premium for the HDHP option will be contributed to a health savings account (HSA) in that plan year.

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

B The following options are available to employees:

Option A: Participation in the Annual Health Screening

- Employee health screening will be paid 100% by the College
- Dependent not required to participate
- Completed during the fiscal year and prior to December 15th of each year
- Will be available on the 5001 Lake Land Blvd. campus each fall semester

- Free to employees and any spouse or civil union partner covered under the College insurance plan, if completed on-campus
- Employees may utilize their own physician, at their own expense or through their group health insurance, for the annual screening with acknowledgement of blood screening performed by their physician's office and appropriate documentation is received in Human Resources. Screening must be performed after July 1 for the following year. The additional premium described in Option B will be charged until the appropriate documentation is received by Human Resources.
- Respect given to the privacy of the participant's personal health information
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)
- No consequences to any individual based on screening results

Option B: Non-Participation in the Annual Health Screening

- Employees contribute a maximum of \$50.00 per month toward their health insurance premium

The College will make information available to each employee identifying health, major medical, vision and dental insurance coverage.

The College agrees to conduct periodic employee orientation and education programs related to group insurance costs, benefits, and utilization. An insurance committee with paraprofessional representation will annually evaluate the program.

ARTICLE XVI

Provisions for Insurance upon Retirement

- (A) Health Insurance
Employees and their dependents participating in the College's group health insurance plan shall have the option of continuing their health coverage through COBRA as specified by federal law.
- (B) Life Insurance
Options for life insurance coverage after retirement may be available directly from the insurance provider.

ARTICLE XVII

Planned Retirement Program

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

SECTION 2: Purpose. To enhance long-range planning, Lake Land employees are encouraged to submit resignations up to four (4) years in advance of their retirement date. Upon acceptance of the resignation by the Board of Trustees, qualified employees will receive a guaranteed 6% increase in total creditable earnings annually for each of the last four (4) years of service (no more than a 6% increase in total creditable earnings based on the prior year's creditable earnings). In addition, a years-of-service incentive will be paid on the first payroll following the posting of the final annuity, or the final appeal, if necessary.

Full-time paraprofessional members should meet with a Human Resources representative and their immediate supervisor five (5) years prior to their anticipated retirement date in order to avoid reduction of the incentive and maximize their potential earnings. If a full-time employee member gives less than four(4) years notice of his or her retirement under this paragraph or retires prior to his or her Board approved resignation date, any years-of-service incentive described in this section shall not be paid until the SURS penalty, if any, has been determined by SURS.

This incentive will be based on the following formula:

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

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

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

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

If a full-time employee gives less than four(4) years notice of his or her retirement

under this paragraph or retires prior to his or her Board approved resignation date and:

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

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

SECTION 3: Qualifications. To apply, employees must meet the following criteria:

1. An employee must be qualified to receive a retirement annuity from SURS.
2. He/she must have been employed full-time at Lake Land College for at least six (6) consecutive years, including the year prior to applying for participation in the Planned Retirement Program.
3. The employee must submit a signed resignation form to the President up to four (4) years prior to retirement.
4. Retirement must occur no later than the resignation date approved by the Board of Trustees.
5. Eligibility for benefits hereunder is contingent upon continuing satisfactory performance by the employee and maintenance of continued employment at the College.

SECTION 4: Procedure. An intent to resign must be submitted to the President by December 31 prior to the year in which a resignation will be given. The salary adjustment will begin within thirty (30) days of Board of Trustee approval of the employee's resignation except the salary adjustment may not commence sooner than four (4) years prior to the effective date of resignation.

At the discretion of the Board of Trustees, the number of resignations accepted in advance may be limited to fifteen percent (15%) of employees qualified per year. Should this option be invoked, resignations will be accepted on a seniority basis within the employee group. Employees denied will have one (1) year added to the four (4) year window of opportunity.

SECTION 5: Grant Funded or Third Party Employees. Employees who have fifty percent (50%) or more of their salaries paid by a third party or grant funds, as reported on the Restricted Purposes Fund (Fund 06) of the College's general ledger, are not eligible for participation in Planned Retirement.

SECTION 6: General Provisions. Notwithstanding any contrary or other provision of this Agreement, in the event a retiring employee's SURS creditable earnings for any school year used to determine the employee's final rate of earnings (FRE) for SURS retirement purposes annually would increase by more than 6%, the employee could receive a reduction of his/her planned retirement incentive should the employer receive a penalty under SURS rules.

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

ARTICLE XVIII

Sick Leave, Personal Leave & Worker's Compensation

SECTION 1: General Provisions. Full-time employees are entitled to sick leave earned at the rate of fourteen (14) days per year, accrued on a monthly basis. Sick time will be credited to the employee's balance by the second pay period of each month during the fiscal year. However, should an employee terminate before the earned sick days equal the actual sick days used, the unearned sick days will be deducted from the final paycheck or reimbursed to the College. Sick time may be taken in half hour (30 minute) increments unless there is a balance remaining of less than a half hour. Two days per year may be used for any reason.

SECTION 2: Certification of Illness. A certificate from an employee's doctor may be requested to verify a lengthy or unusual illness or to insure that the employee has sufficiently recovered to return to work.

SECTION 3: Purposes of Sick Leave. Sick leave can be used for personal illness, pregnancy, doctor or dental appointments or exposure to contagious disease, or serious illness or injury of spouse, civil union partner, significant other, children, grandchildren, step-children, siblings or parents.

SECTION 4: Notification of Absence. Employees must contact their supervisor or his/her designee promptly upon determining that illness will prevent them from performing their regularly assigned duties. This procedure will allow the supervisor sufficient time to arrange for a substitute if a substitute is required.

The employee or a representative must notify the supervisor or his/her designee every day of the sick leave unless the employee is in the hospital or convalescing.

If possible, the employee should notify the supervisor or his/her designee by the end of the first day of illness and every day thereafter if the employee will be unable to report for duty the following day. If an employee is convalescing at home from a period of sickness or accident, the employee must report to the appropriate supervisor or his/her designee either in person, by telephone, by email, or by letter at least once a week during convalescence. The College reserves the right to seek the advice and consent of a physician of its choice in order to determine whether an employee may be entitled to benefits.

SECTION 5: Unpaid Leave of Absence with Benefits. In the event of a serious health condition (as defined in Article XX Family and Medical Leave, A.4.) and all earned sick leave and earned vacation leave have been used, upon a doctor's certification the employee may revert to an unpaid leave of absence with benefits, not to exceed three (3) months. In the event that an employee has depleted paid leave prior to the exhaustion of FMLA, the unpaid leave of absence will start at the end of Family and Medical Leave. Employer paid benefits will be maintained for the three (3) months. If the leave extends beyond three (3) months, the employee will be bound to the provisions covered under Article XXIV - Section 2 - Employee Benefits While on Unpaid Leave. The College reserves the right to seek the advice and consent of a physician of its choice (and at the College's expense) in order to determine whether an employee may be entitled to benefits. The parties agree that this clause shall sunset on December 31, 2025

SECTION 6: Personal Leave. Personal leave with pay of up to twenty-four (24) hours for full-time twelve (12) month employees or sixteen (16) hours for full-time employees on contracts of nine (9) to twelve (12) months, may be used for the purpose of caring for personal, legal, household, or family matters, and will be credited to the employee at the beginning of each fiscal year. Personal leave may be taken in half hour (30 minute) increments unless there is a balance remaining of less than a half hour. Personal leave will not be accumulated from year to year. Except in an emergency, employees desiring to use personal leave will notify their immediate supervisor at least one (1) day in advance. Unused personal hours shall accumulate as sick leave at the end of the fiscal year.

SECTION 7: Worker's Compensation. Any accident or illness which is the result of employment is covered by Worker's Compensation. Employees who are injured during working hours at Lake Land College must report the accident immediately to College Health Services or the Human Resources Office, even if the injury does not seem to warrant medical attention, so an Accident Report can be prepared.

Time lost due to an accident as a result of employment is not deducted from the employee's sick leave. The College will continue salary benefits through the first three (3) working days, at which time Worker's Compensation will start paying the employee for time lost. In the event the disability from an accident extends

beyond fourteen (14) days, Worker's Compensation insurance will pay from the first (1st) day of disability. The employee then would reimburse the College for the first three (3) days' compensation.

In the event that Worker's Compensation denies the claim and 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 University Retirement System disability benefits.

A. Post-Accident/Incident

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

Disciplinary Action for All Positive Test Results

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

Drugs

1. An employee's refusal to test for drugs will result in dismissal.
2. Drugs, First Offense: In the first case of a positive drug test, the employee will be suspended without pay for a period of twenty (20) work days and provided with the chance of rehabilitation through the Medical Plan with pay utilizing any paid time off available. Prior to returning to work, the employee must submit to a return-to-duty test and that test result must be negative.
3. Drugs, Second Offense: Employees testing positive on a subsequent drug test shall be terminated.

Alcohol

1. An employee's refusal to test for alcohol will result in dismissal
2. First Offense: In the first case of a positive alcohol test, the employee will be suspended without pay for a period of ten (10) work days and provided with the chance of rehabilitation through the Medical Plan with pay utilizing any paid time off available. Prior to returning to work, the employee must submit to a return-to-duty test and that test result must be negative.
3. Alcohol, Second Offense: Employees testing positive on a subsequent alcohol test shall be terminated.

SECTION 8: Sick Leave Pool.

The Sick Leave Pool is a voluntary bank of paraprofessional sick leave days administered by the Union's sick leave pool committee, which may be used for serious illness only by participating members when they are out of accrued leave. The employer and union agree that the employer shall, pursuant to the direction of the Union's sick pool committee, accept donations of employee's sick days to the sick leave pool, shall hold these days, and further, pursuant to the direction of the Union's sick Leave Pool Committee, and to the availability of days in the sick leave pool, distribute days from the sick leave pool.

The Paraprofessional Association shall indemnify and hold harmless, the Board, its members, officers, agents, and employees from any and all claims, demands, actions, complaints, suits, costs, losses, and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorney's fees therewith in any manner resulting from or arising out of or connected with this provision or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with this provision.

ARTICLE XIX

Family and Medical Leave

SECTION 1: Leave Entitlement.

- A. Eligible employees may use unpaid family and medical leave of absence of up to 12 weeks during the College's rolling calendar year, for one or more of the following reasons:
 1. Because of the birth of a son or daughter of the employee and in order to care for such child.

2. Because of the placement of a child with the employee for adoption or foster care.
 3. In order to care for the spouse, son, daughter, parent or parent-in-law of the employee if such spouse, son, daughter, parent or parent-in-law has a serious health condition.
 4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
- B. If both spouses are employed by the College they may together take only 12 weeks of Family and Medical Leave when the reason for the leave is either 1 or 2 above.
- C. If the reason for the leave is 3 or 4 above and the College makes a request, the employee shall, within 15 days, support a request for a family or medical leave with a certificate completed by the employee's or family member's health care provider. If the reason for the leave is 3 above the certificate must state that a family member should care for the son, daughter, spouse, parent, or parent-in-law and an estimate of the amount of time that such employee is needed. If the reason for the leave is 4 above the certificate must indicate that the employee is unable to perform the functions of the position. In the case of intermittent leave for planned medical treatment, the certificate shall indicate the dates on which such treatment is planned and the duration of the treatment. Failure to provide the certification may result in a denial of the leave request.
- D. The term "serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care in a hospital, hospice, or residential medical care facility; or 2) continuing treatment by a health care provider.
- E. If the reason for the leave is 1 or 2 above, the leave shall not be taken by an employee intermittently unless the employee and the appropriate vice president agree otherwise. If the reason for the leave is 3 or 4 above, leave may be taken intermittently when medically necessary. If an employee requests intermittent leave because of 3 or 4 above and the leave is foreseeable based on planned medical treatment, the employee shall schedule such leave in a manner that will not unduly disrupt the College's operation. In such cases the College may require the employee to transfer

temporarily to an available alternative position for which the employee is qualified and which: 1) has equivalent pay and benefits; and 2) better accommodates recurring periods of leave.

SECTION 2: Eligibility. To be eligible for Family and Medical Leave an employee must have been employed by the College for at least 12 months and for at least 1,000 hours during the 12-month period immediately before the beginning of the leave.

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

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

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

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

ARTICLE XX

Bereavement Leave

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

child, step-child, parent, step-parent, grandchild, brother, or sister of the employee.

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

Bereavement leave must be taken within the first five (5) working days of the death of an immediate family member and within the first three (3) working days of the death of all other family members, but need not be taken consecutively. Requests to alter this timeframe may be submitted to the employee's supervisor for approval by the employee's Vice-President or President.

Bereavement leave days granted will not be accumulative from year to year, nor chargeable against any other paid employee leave.

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

Per the Family Bereavement Leave Act, FMLA eligible employees are entitled to a maximum of ten (10) working days of unpaid leave for bereavement due to the death of a child, stepchild, spouse, domestic partner, sibling, parent, step-parent, mother in-law, father-in-law, grandchild, grandparent or in the event of a miscarriage, an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, a failed adoption match or adoption that is not finalized because it is contested by another party, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth. The employee must take any unpaid leave allowed under the Act within 60 days after they are notified of the death of the covered family member or the date on which an otherwise qualifying event occurs. In the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to 6 weeks of unpaid bereavement leave during that period.

Per the Child Extended Bereavement Leave Act, a full-time employee who has been employed for at least two weeks and who has lost a child to suicide or homicide, may take up to twelve weeks of unpaid bereavement leave. Employees who take leave under this Act may not also take leave under the Family Bereavement Leave Act for the death of the same child.

Per the Victims' Economic Security and Safety Act, employees may be eligible for unpaid leave up to two weeks in the event a family or household member is killed in a crime of violence.

ARTICLE XXI

Jury Pay

Employees called to jury duty will be granted time off for such duty and will be paid the difference in pay between the employee's regular wages and the amount received for jury duty during the employee's regular work days. Reimbursements for mileage and/or other travel expenses shall not be considered as jury pay.

ARTICLE XXII

Reserve Duty

Any employee who is called by the Armed Services for reserve unit duty will be paid by the College the daily differential in pay for the working days, if any, during such duty for up to sixty (60) days.

ARTICLE XXIII

Leave of Absence

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

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

SECTION 2: **Employee Benefits While On An Unpaid Leave.** An employee granted an unpaid leave of absence may elect to participate in the State University Retirement System during the period of the leave; the employee shall make all contributions. An employee may elect to participate in the College benefit program during the period of an unpaid leave; the employee shall make 100% contribution to all applicable benefits.

SECTION 3: **School Conference and Activity Leave.** Upon request the College shall grant an eligible employee time off without pay for a school visit consistent with the School Visitation Rights Act. Some of the important elements of the Act are as follows:

- A. An eligible employee may take a total of eight (8) hours of unpaid leave during any school year to attend school conferences or

classroom activities which cannot be scheduled during nonwork hours.

- B. To be eligible for school visitation leave, an employee must have been employed by the College not less than six (6) months and must have exhausted all accrued vacation leave, personal leave, compensatory leave, or any other leave that may be granted to the employee except sick or disability leave.

ARTICLE XXIV

Paid Parental Leave

The College will grant up to four (4) calendar weeks of Paid Parental Leave to an eligible employee within twelve (12) weeks after the occurrence of a qualifying event (defined below).

Eligibility

Full-time employees, who have at least one (1) year (twelve (12) months) of continuous full-time service with the College at the time of a qualifying event, will be eligible for Paid Parental Leave. In addition, the qualifying event must have occurred on or after the effective date of this policy, and on or after the employee's eligibility date (i.e., one (1) year anniversary of continuous, fulltime employment). Should both parents be employees of the College and each meet the eligibility requirements under this policy, each is entitled to Paid Parental Leave under this policy.

Qualifying Events

Eligible employees may apply for Paid Parental Leave if one of the following occurs:

1. The employee gives birth to a child;
2. The employee's spouse or domestic partner gives birth to a child;
3. The employee completes adoption of a child under the age of 18; or
4. The employee becomes the parent of a newborn through surrogacy.

Paid Parental Leave may not be utilized prior to the occurrence of a qualifying event.

Exclusions

The following are not considered Qualifying Events under this policy:

1. Adoption of a spouse's or domestic partner's child(ren) who were born before the employee's marriage or domestic partnership began;
2. Voluntary termination of the employee's (or the employee's spouse's or domestic partner's) parental rights after the birth of a child (e.g., surrendering a child for adoption); or

3. Birth of a child when the employee, spouse, or domestic partner is acting in the role of a surrogate.

Usage of Paid Parental Leave

Eligible employees may receive a maximum of four (4) calendar weeks of Paid Parental Leave following a qualifying event. The Paid Parental Leave must be initiated and completed within 12 weeks of the qualifying event.

Paid Parental Leave is limited to one (1) occurrence of a qualifying event during a twelve (12) month period (i.e., eligible employees may only receive a maximum of four (4) calendar weeks of Paid Parental Leave within any twelve (12) month period).

Paid Parental Leave must be taken continuously during the first twelve (12) weeks immediately following the qualifying event.

Paid Parental Leave may not be used, initiated, or extended beyond the twelve (12) week time period immediately following the qualifying event.

Any unused Paid Parental Leave will be forfeited (e.g., if an employee first utilizes Paid Parental Leave ten (10) weeks following occurrence of the qualifying event, the employee is entitled to receive a maximum of two (2) weeks of Paid Parental Leave).

Compensation:

Paid Parental Leave is compensated at an employee's weekly base pay. An employee's eligibility to accrue other paid leave under the College's policies will continue during the Paid Parental Leave period. The employee will remain in a "paid status" during Paid Parental Leave.

If an employee does not complete six (6) months of full-time employment upon returning to work after receiving Paid Parental Leave, the employee shall be obligated to repay the College for the full amount of the Paid Parental Leave received. Employees electing to use Paid Parental Leave will be required to execute an agreement to this effect as a condition for receipt of Paid Parental Leave. Any extenuating circumstances will require Presidential approval.

Notice Requests for Paid Parental Leave must be submitted at least 30 days before the leave is expected to begin. Employees should contact their supervisor and Human Resources at least 30 days in advance of the need for leave.

Supporting documentation will be required for Paid Parental Leave and must be submitted to Human Resources, which may include birth certification or adoption decree, order, or petition. Any extenuating circumstances will require Presidential approval.

Coordination of Other Policies or Leave Laws

Paid Parental Leave will run concurrently with other leave taken under FMLA, federal, state, and/or local law, or if applicable, under any other board policy or individual agreement for which the employee qualifies. Unless running

concurrently with another form of leave that provides certain rights by law, Paid Parental Leave is not considered job-protected leave.

Other Considerations

1. Paid Parental Leave does not extend the amount of leave available for use under FMLA, federal, state, and/or local law.
2. During the Paid Parental Leave period, any College closed days, Fridays in the Summer, and Holidays that fall within the four week paid leave window, will be coded and paid as Paid Parental Leave.
3. Paid Parental Leave shall not accrue, carry over, or be donated to another employee.
4. Paid Parental Leave is not paid to an employee upon separation from the College.
5. Employees are not required to utilize Paid Parental Leave in order to receive FMLA leave.

ARTICLE XXV

No Strike Clause

Neither the Union nor any employee shall, during the life of this Agreement:

- A. Engage in or in any way encourage, sanction, or condone any strike, slowdown, concerted stoppage of work or other action which interrupts or interferes with the amount or quality of work or the operations of the College;
- B. Picket the College or in any way prevent or attempt to prevent free access to College facilities.

Any employee who violates the provisions of this Article may be disciplined by the College. Such discipline may include suspension, demotion, or discharge.

ARTICLE XXVI

Precedence of Agreement

- A. If any provision of this Agreement is subsequently judged by a proper judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions shall remain in full force and in effect for the duration of this Agreement.
- B. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations

which may from time to time be in effect, the written terms of this Agreement shall be controlling.

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

ARTICLE XXVII

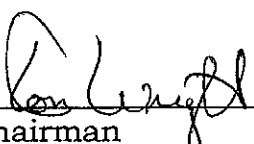
Duration of Agreement

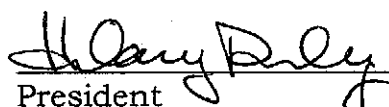
This Agreement shall become effective the 1st day of July 2025 and shall remain in effect until June 30, 2028, and from year to year thereafter unless written notice of desire to modify this Agreement is given by either party as provided in Article I, Section 4, of this Agreement.

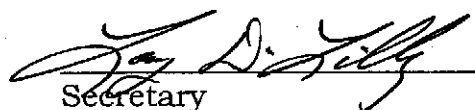
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of July, 2025.

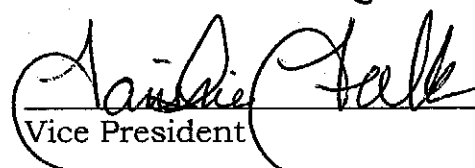
BOARD OF TRUSTEES, COMMUNITY
COLLEGE DISTRICT #517
LAKE LAND COLLEGE
MATTOON, ILLINOIS

LAKE LAND COLLEGE
PARAPROFESSIONAL UNION


Chairman


President


Secretary


Vice President

Appendix A Wage Schedule

Level 1		
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<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
\$17.30	\$17.60	\$17.91

Food Services Assistant
Food Services Cook
Mailroom Assistant

Level 2		
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<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
\$18.80	\$19.36	\$19.94

Accounting Assistant I
Accounting Assistant II – Cashier
Administrative Assistant to Agriculture and Technology
Administrative Assistant to Allied Health – Dental
Administrative Assistant to Business
Administrative Assistant to Career Services
Administrative Assistant to Field House Operations
Administrative Assistant to Humanities
Administrative Assistant to Math/Science and Social Science/Education
Administrative Assistant to the Kluthe Center
Administrative Assistant to TRIO
Bookstore Assistant
Central Receiving/Mailroom Assistant
Library Circulation Assistant
Student Engagement Administrative Assistant
Student Success Specialist

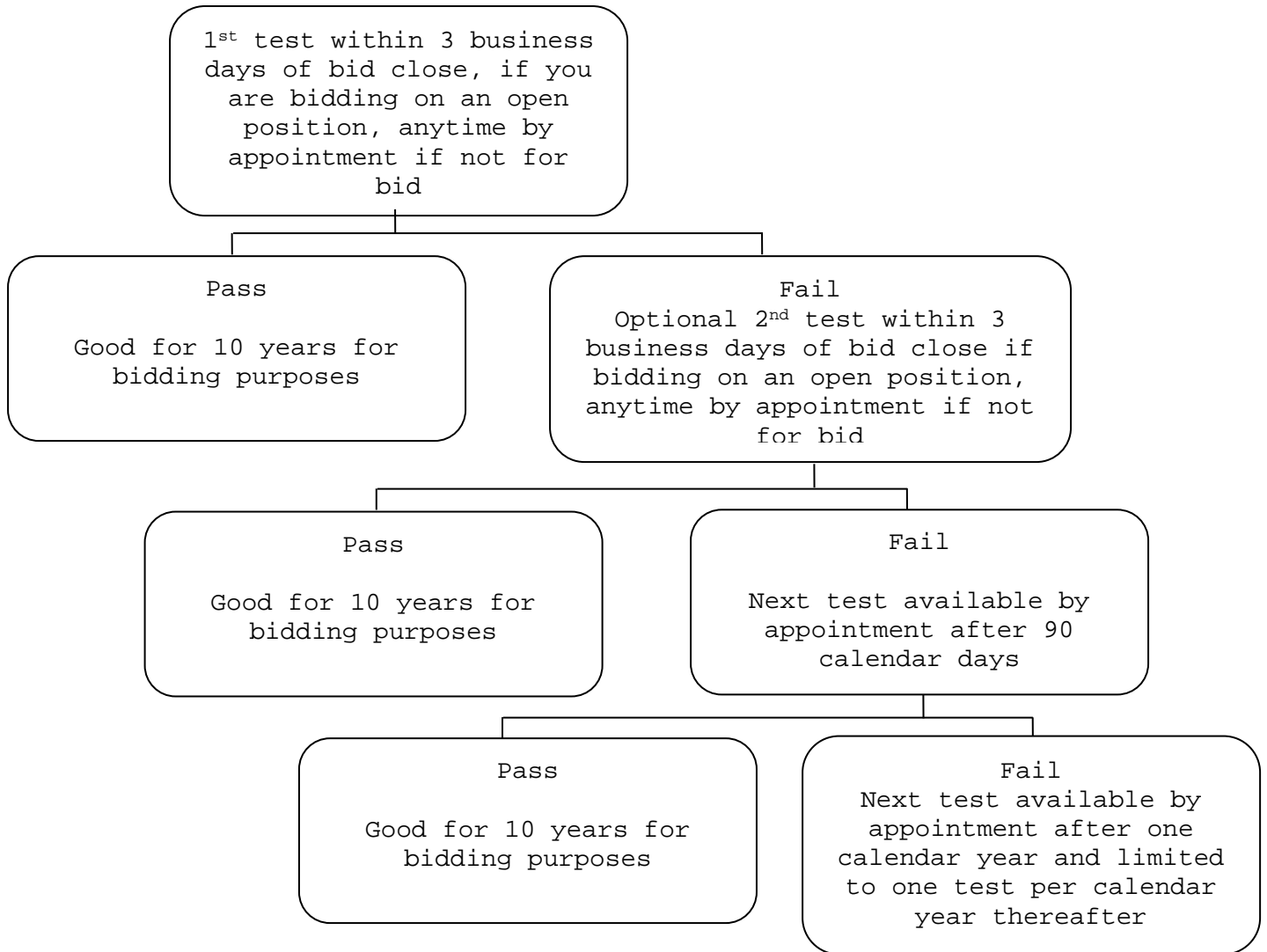
Level 3

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
\$19.83	\$20.42	\$21.03

Academic Services Specialist
 Accounting Assistant III – Accounts Payable
 Accounting Assistant III – Accounts Receivable
 Administrative Assistant to Academic Services
 Administrative Assistant to the Comptroller
 Administrative Assistant for Enrollment & Student Success
 Admissions & Records Specialist
 Allied Health Specialist
 College Advancement Specialist
 Counseling Services Operations Specialist
 Facilities Coordinator to Physical Plant Operations
 Financial Aid Outreach Specialist
 Library-Cataloging/Acquisitions Assistant
 Marketing Production Specialist
 Workforce Solutions Specialist

Appendix B

Position Qualifying Testing



Appendix C Non-Job Related Course Request

Employees enrolling in non-job related courses that require them to be absent from their regularly scheduled work hours must submit this form to the Accounting Office, along with the Trustee's tuition waiver form, prior to enrollment.

Term	Course & Section Number	Title	Location	Days	Time
<i>Example:</i>					
<i>FA15</i>	<i>BUS-142-7549</i>	<i>Intro to Business</i>	<i>Campus</i>	<i>MWF</i>	<i>1:00-2:00</i>

Is this course offered at a time that does not conflict with work hours? ___Yes
___No

Please explain why you are requesting to take the class during work hours.

An employee taking non-job related courses during working hours will use personal, vacation, and/or comp time to make up missed work time.

Employee Signature: _____ Date: _____

By approving this form the supervisor accepts responsibility of insuring adequate coverage in their department, as necessary.

Supervisor Approval: _____ Date: _____

Vice President Approval: _____ Date: _____

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") is entered into this ___ day of (month and year), between the Board of Trustees of Lake Land College (the "College") and the Lake Land College Paraprofessional Union IFT-AFT, Local 6028, AFL-CIO (the "Union") (collectively, the "Parties").

As allowed by Board Policy 05.04.04, Flex work may be an option for employees in eligible positions. Determination of eligible positions remains at the sole discretion of the College. The Union acknowledges that some of the paraprofessional's job functions which can only be completed on campus and might be intermittently completed by a non-bargained employee of the College while the paraprofessional is working remotely and as such not applicable to the Grievance Procedures in Article XI.

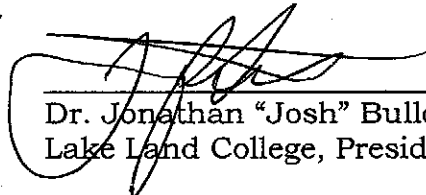
This agreement is not precedent-setting.



President, Paraprofessionals

7/15/25

Date



Dr. Jonathan "Josh" Bullock,
Lake Land College, President

7-14-2025

Date