

COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 505 (PARKLAND COLLEGE)**

and

**PARKLAND COLLEGE PROFESSIONAL SUPPORT STAFF
ASSOCIATION, LOCAL 4776, IFT/AFT - AFL-CIO**

EFFECTIVE July 1, 2024, through June 30, 2027

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PREAMBLE

THIS AGREEMENT, covering compensation, hours, fringe benefits, and conditions of employment, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 505, COUNTIES OF CHAMPAIGN, COLES, DeWITT, DOUGLAS, EDGAR, FORD, IROQUOIS, LIVINGSTON, McLEAN, MOULTRIE, PIATT, VERMILION AND STATE OF ILLINOIS, hereinafter referred to as the "Board", and the PARKLAND PROFESSIONAL SUPPORT STAFF ASSOCIATION, Local 4776, IFT/AFT – AFL-CIO, hereinafter referred to as the "Union", as the exclusive collective bargaining agent for the bargaining unit as defined in ARTICLE II, RECOGNITION.

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the College and the employees may be benefited.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 BOARD

The term "Board" shall mean the Board of Trustees of Community College District No. 505, Counties of Champaign, Coles, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, McLean, Moultrie, Piatt, Vermilion and State of Illinois, and shall also mean any administrator (s), supervisor (s) and agents of the Board when acting within the scope of their authority.

Section 1.2 COLLEGE

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

Section 1.3 UNION

The term "Union" refers to the Parkland Professional Support Staff Association, Local 4776, IFT/AFT – AFL-CIO.

Section 1.4 AGREEMENT

The term "Agreement" shall mean the Collective Bargaining Agreement between the Board and the Union.

Section 1.5 PROFESSIONAL SUPPORT STAFF EMPLOYEES

A. REGULAR FULL-TIME EMPLOYEES

Regular full-time professional support staff employees are those employees whose positions require them to work at least 1400 hours per year or who are scheduled to work at least 1400 hours per year on a schedule agreed upon in advance by the employee's supervisor for:

1. the calendar year (52 weeks), or
2. the academic year, or

3. the academic year plus summer school (215 days), or
4. 175 days within the calendar year.

Commencing July 1, 1990, all full-time employees hired to fill any position, new classification or new hire, shall be hired on the basis of forty (40) hours per week. Such employees shall be notified of their schedule of workdays at the time of hire.

B. REGULAR PART-TIME EMPLOYEES

Regular part-time professional support staff employees are those employees who are currently working at least twenty (20) hours per week and less than 1400 hours per year on a schedule agreed upon in advance by the employee's supervisor for:

1. the calendar year (52 weeks), or
2. the academic year, or
3. the academic year plus summer school (215 days), or
4. 175 days within the calendar year.

Section 1.6 COMMITTEES

Whenever in this Agreement there is reference to the formation of a labor-management committee, it is understood between the parties that the members of said committees shall consist of an equal number of Union and management representatives, unless agreed otherwise. Labor representatives shall be appointed by the Union, and management representatives shall be appointed by the College.

Section 1.7 REGULAR PART-TIME BENEFITS

Fringe benefits available to regular part-time employees shall be specifically noted in the provisions concerning said benefits.

Section 1.8 IMPACT OF TEMPORARY POOL

Short-term employees are non-union employees as defined by the Illinois Educational Labor Relations Act (IELRA). Short-term employees will be used to fill in for Professional Support Staff employees who are absent due to illness, vacation, emergencies, other similar absences, or during the filling of a vacancy, or to temporarily augment the work force. In cases where short-term employees are employed to temporarily augment the workforce, the duration of employment shall be in compliance with the IELRA's definition of short-term employee. The College agrees that it will not employ short-term employees to avoid filling a vacancy of a regular full-time or part-time position in the bargaining unit. Short-term employees will not be employed to avoid offering overtime work to bargaining unit employees who would otherwise be offered said overtime work. Upon request by the union, a list of short-term employees' names will be supplied.

ARTICLE II

UNION RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing compensation, hours, fringe benefits and terms and conditions of employment for all Board-approved regular full-time and regular part-time employees as defined in the classification listed in the Consent Election of December, 1999.

Neither the Board nor administration shall bargain with any other employee organization, its agents, or any individual over wages, hours and terms and conditions of employment, except as provided herein.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1 BOARD POWERS

The Board, except as specifically limited by the express provisions of this Agreement, retains the sole right and authority to operate and direct the College in all respects, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College district consistent with the statutes and the Constitution of the State of Illinois and the United States, subject to the terms of this Agreement, including but not limited to the responsibilities for and the right:

- A. To maintain executive management and administrative control of the College district and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.
- B. To hire all employees and, subject to the provisions of law, and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion and layoff; and to promote, assign, and transfer all such employees.
- C. To direct and control the work of its employees, establish reasonable and equally enforced work rules and regulations, determine the time and hours of operation and when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services.

The Board shall comply with the provisions of the Illinois Education Labor Relations Act in reference to its duty to bargain regarding subcontracting work performed by the bargaining unit employees. Specifically excluded is the contract to private vendors referenced above; subcontracting of a temporary nature; in an emergency; work not customarily performed by the bargaining unit, where necessary equipment is not available.

- D. To establish, change, combine or abolish job classifications and the job content of any classification consistent with this Agreement and the IELRA.
- E. To establish educational policies, goals and objectives based upon the College's mission; to ensure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- G. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff.

Section 3.2 BOARD RESPONSIBILITIES

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless

and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with ARTICLE XII.

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

ARTICLE IV

UNION AND EMPLOYEE RIGHTS

Section 4.1 UNION MEETINGS

The Union shall have the right to hold a reasonable number of meetings on College property, provided such meetings in no way interfere with any aspects of the operation of the College. Extraordinary expenses associated with the meetings shall be borne by the Union. Such meetings will be scheduled at least twenty-four (24) hours in advance with the Office of Human Resources.

Section 4.2 RELEASED TIME FOR UNION

The Board shall grant released time to the Union in the total amount of six (6) hours per week, to be used by individuals annually designated by the Union, unless the officers of the Union change. The College is not required to recognize any such individual for released time unless the Union has informed the College, in advance and in writing, of the designated individuals' names and departments. No one individual may use more than three (3) hours in one (1) week. Such released time may be used for the purpose of investigating and presenting grievances and contract administration. The Union officers shall give advance notice of no less than one (1) hour of the use of such released time to their supervisor, along with the specified amount of time desired to be used. Such released time will be granted consistent with the needs of the College. A record of all released time shall be submitted to the Office of Human Resources on a Union Notification/Record of Release Time form.

Section 4.3 PUBLIC RECORDS

The Board shall make available to the Union, upon its request, those public records which are relevant to negotiations or the enforcement of this Agreement. Such requests shall be in accordance with and governed by established Board policy instituted in compliance with the Illinois Freedom of Information Act (5 ILCS 140).

Section 4.4 BOARD AGENDA

The Board shall make available to the Union, upon its request, a copy of the agenda, the dates of any regular or special meetings, and copies of the Board meeting minutes.

Section 4.5 PARTICIPATION AT BOARD MEETINGS

The President of the Union, or a duly appointed designee, shall be able to address the Board during the Public Comments segment of the Board agenda.

Section 4.6 BOARD POLICIES

One copy of the Board's official policies, regulations and all subsequent additions, deletions and amendments shall be tendered to the Union Secretary for use by the Union.

Section 4.7 LIST OF UNION OFFICERS

The Union shall promptly supply the President and Office of Human Resources with an up-to-date list of Union officers and designated officials, indicating any changes from the previous list.

Section 4.8 USE OF EQUIPMENT AND SUPPLIES

The Union shall have the right to request that Union materials be prepared by Parkland College employees using Parkland College facilities and supplies. Such requests will be granted if such would not interfere with the College operations. The Union will reimburse the College for such service at the internal billing rate upon receipt of billing by the College.

Section 4.9 DUES CHECKOFF

Upon receipt of a signed authorization form from an employee covered by this agreement, the Board agrees to deduct the regular monthly dues (uniform in dollar amount), from such employee's pay. The Treasurer of the Union shall notify the Office of Human Resources the amount of the uniform dues to be deducted. Deductions shall be made on the payday of each month as described in SECTION 18.7 and shall be remitted promptly to the Union's bank account. The Union is responsible for ensuring the College's Business Office has up-to-date account information. The Board will work with the Union to resolve any remittance delays.

Dues revocations are processed by the Union. In the event that an employee revokes their dues in accordance with the terms which they authorized the dues deductions, the Union will notify the employer after the close of the revocations window.

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 4.10 DISTRIBUTION OF UNION MATERIALS

The Board shall provide an appropriate bulletin board accessible to employees for use by the Union for posting of its materials. The Union agrees that only appropriate materials dealing with Union business shall be posted.

Section 4.11 VACANCIES WITHIN THE BARGAINING UNIT

- A. Employees are encouraged to seek out new job opportunities for which they are qualified. The growth and potential promotion of existing employees is preferential to applicants not currently employed.
- B. Internal applicants who meet the job qualifications as posted will be interviewed prior to external postings. If not selected for the position, the internal candidate can request a meeting with the hiring authority and/or supervisor to gain specific reasons for not being selected for the position.
- C. If performance is satisfactory and qualifications of internal candidates are equal, except in seniority, the employee having the most seniority will be given preference as the most qualified.

Section 4.12 COMMITTEES

The Board shall solicit recommendation of the Union in the appointment of College Committees that deal with issues affecting employees of the bargaining unit.

Section 4.13 WORKING CONDITIONS

No employee shall be required to work under conditions which are unsafe or hazardous.

Section 4.14 POLICY ON PERSONAL EFFECTS

The personal and professional effects of an employee located in a College office or in/on the employee's desk, file cabinets, bookshelves or bulletin boards, shall not be removed or disturbed without written

permission of the employee or their legal representative, except in cases of emergency, court order, or upon termination of employment. Upon termination of employment, the College may remove such effects but must retain them in a secure place for at least sixty (60) calendar days.

College retains the right to assign office or work area space.

Section 4.15 RESOURCES FOR EMPLOYEES

The College recognizes the need to provide necessary resources, as determined by the College in accordance with current job descriptions, for employees to adequately perform their job duties and responsibilities as assigned.

Section 4.16 NOTIFICATION OF NEWLY HIRED, TRANSFERRED, AND LAST DAY OF EMPLOYMENT FOR BARGAINING UNIT MEMBERS

The Union President and Administrative Vice-President will be supplied with written notification of newly hired, transferred, or last day of employment in a bargaining unit position for bargaining unit employees.

Notification will include effective date, name, position or positions transferring from/to, if applicable, and grade level. Notification will be supplied within ten (10) working days of the Human Resources Department's receipt of such information or after Board of Trustees approval.

ARTICLE V

NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate against any employee on the basis of race, color, sex, gender, gender expression, national origin, religion, age, veteran status (including Vietnam veteran), marital status, ancestry, disability or sexual orientation or Union activity.

The Board, in its employment practices, will fulfill all of its obligations under federal and state laws regarding equal employment opportunity.

The Board and the Union also agree not to interfere with the right of any employee covered by this Agreement to become or to refrain from becoming a member of the Union.

The Board and the Union agree that there shall be no discrimination by either party against any employee of the College arising from membership or non-membership in the Union.

ARTICLE VI

WORK ENVIRONMENT

Section 6.1 WORK HOURS, WORK DAY, WORK WEEK

- A. Employees shall have regular work hours.
 - 1. A typical regular workday shall consist of eight (8) hours.
 - 2. A typical regular work week shall consist of five (5) days.
- B. If the College shall determine that, based on the objective needs of the College, an adjustment of the regularly scheduled hours is required, the College shall provide thirty (30) calendar days' prior notice for permanent adjustments and fourteen (14) calendar days' prior notice for an adjustment of up to two (2) hours to the beginning or ending of the work day. The notice shall be made to the employee and the appropriate employee representative of the bargaining unit.

- C. The employee representative, upon receipt of notification, may request a Management/Labor Meeting prior to implementation.

Section 6.2 ADDITIONAL HOURS

In the event additional hours become available in a work area, they will be offered on a rotational basis to regular part-time employees on the following basis:

- A. The work is related to the employee's assigned duties; and
- B. The work does not affect the employee's job classification.

If a vacancy resulting from additional work does occur, then Section 4.11, Vacancies Within the Bargaining Unit, shall apply.

Section 6.3 OVERTIME

The Board and the Union agree that the needs of the College will, from time to time, require overtime work by the employees and will request such overtime as needed. The Board recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees.

Overtime must be authorized by the employee's supervisor.

Section 6.4 SPECIAL EVENTS

If an employee is requested to perform duties at a special event or at an event that is part of the employee's area of responsibility, the employee will receive at least seven (7) calendar days notification of the event, if possible. The Board recognizes that notice to an employee must be made as early and as reasonably as possible so as not to unfairly interfere with the private life of the employee.

Section 6.5 INCLEMENT WEATHER / EMERGENCY CLOSING

In the event of bad weather, every effort is made to keep the College open. Borderline decisions are resolved in favor of holding classes. When classes are cancelled for safety reasons, the entire campus will be closed. When the College is closed due to an emergency or inclement weather, the Board shall pay employees for the period of time the College is closed. Any employee required to work on such day(s), who cannot get to work, shall suffer no loss of pay or benefits. Any such employee who does work shall receive the option of overtime pay or compensatory time off. Approval by the immediate supervisor is required for anyone working on campus during said times.

Section 6.6 LUNCH HOURS

Each regular full-time employee or any employee working eight (8) hours in one (1) workday shall have one (1) uninterrupted hour lunch period per day. Employees who are scheduled to work for six (6) hours or more in one (1) workday shall have one-half hour of an uninterrupted lunch period after not more than four (4) hours of work.

Section 6.7 BREAKS

Each regular full-time employee shall have two (2) paid, uninterrupted fifteen (15) minute breaks per workday which shall be taken consistent with the needs of the work place.

Regular part-time employees shall have one (1) paid, uninterrupted fifteen (15) minute break within each four (4) hour period of work which shall be taken consistent with the needs of the workplace.

Section 6.8 OVERTIME MEALS / BREAKS

Any employee on overtime shall have either one (1) paid, uninterrupted fifteen (15) minute break within the first five (5) hours of overtime, or if overtime is worked five (5) hours beyond a normal workday, then the College will provide a paid one-half (1/2) hour meal break to be taken within the five (5) hours, but no later than one (1) hour prior to the end of the overtime period.

Section 6.9 MEETINGS CALLED BY MANAGEMENT

Mandatory meetings called by Management for unit employees shall take place during regularly scheduled work hours or other work hours.

Section 6.10 FLEXIBLE WORK SCHEDULE

If the employee requests a flexible work schedule from the employee's supervisor, and there is mutual agreement as to the establishment of that schedule, such a schedule will be implemented. If there is no mutual agreement, the supervisor must provide a legitimate business reason why a temporary flexible work schedule cannot be implemented.

Section 6.11 SUMMER WORK HOURS / DAY / WEEK

If the Board continues the annual modified summer work schedule, then the following shall apply:

- A. Typical work hours:
7:30 A.M. - 5:00 P.M.
Forty-five (45) minute lunch
- B. Typical work week:
Monday through Thursday.
Hours of operation for the College 8-week summer session will be Monday through Friday.
- C. The duration of the Modified Summer Work Schedule shall be determined by the Board.
- D. Absence for:
 - 1. Sick Leave: will be computed on an hour by hour basis
 - 2. Personal Leave: will be computed on an hour by hour basis
 - 3. Vacation: will be computed on an hour by hour basis
 - 4. Compensatory: will be computed on an hour by hour basis

Hours worked between 35-40 per week will be compensated at straight time

Hours worked in excess of 40 will be compensated in accordance with the applicable bargaining unit policy.

- E. The College, each summer, will ask for volunteers in the required positions to staff the Tuesday through Friday schedule. If no volunteers step forward, the College (i.e., supervisor for each office designated) will make assignments based on least seniority in position required to staff the department. Staffing needs are determined by the College.
- F. Voluntary sharing of or voluntary rotation of schedules are appropriate if they meet the staffing needs of the office or department based on positions.
- G. An incentive will be provided to employees who work on a Friday during the summer session. The incentive will be two (2) hours of compensatory time accrued for each Friday worked during the summer session schedule.

- H. If an employee is called in to work on a Friday during the summer session, and their normal summer schedule is Monday through Thursday, overtime of 1 ½ times the regular hourly rate for any hours worked over 40 hours, plus the two (2) hours of compensatory time for Friday work, will be applied.
- I. Employees will receive thirty (30) days written notice of their summer work schedule if such schedule differs from the standard summer schedule as described in Sections A and B.

Section 6.12 WORK SCHEDULES

Employees will have the opportunity to provide input into the development of their work schedules with their supervisor. Conflicts in scheduling will be resolved on the basis of position seniority in accordance with the skills and qualifications required.

Section 6.13 LOST TIME REPORT

A Lost Time Report will be submitted by employees to their supervisor and then to the Payroll Office for processing.

ARTICLE VII

EMPLOYMENT STATUS

Section 7.1 GRANT-FUNDED EMPLOYEES

- A. Grant Proposals. Grant writers are expected to include a copy of this Agreement with their proposal or requests for renewals to the granting agency, and request that the grant, if approved, be issued consistent with the employment terms and conditions that are set forth in this Agreement.
- B. Unit Employees. Grant-funded employees who meet the definition of regular full-time or regular part-time employee in Section 1.5 of this Agreement shall be in the bargaining unit. These employees will receive all contractual benefits, except those benefits listed under Section 8.5, Reduction in Force, Supportive Professionals. A position is deemed a grant-funded position per the hiring documents.
- C. Superseding Provisions of Grant. For the duration of the grant program, requirements of the granting agency shall supersede the contractual provisions.
- D. Grievance and Arbitration. Terms of the grant shall not be subject to the grievance and arbitration procedures of this Agreement.
- E. Non-renewal. Continuation of a grant position is contingent upon renewal of the grant. Notification of non-renewal will be made to the affected employee and the Union within five (5) working days of the College's receipt of final notification from the granting agency, or within five (5) working days of the College's knowledge of non-renewal. An employee whose position is eliminated because of non-renewal shall be entitled to those rights granted employees under Section 4.11.

Section 7.2 INTRODUCTORY PERIOD

- A. Introductory Period. All new employees shall serve an introductory period of ninety (90) calendar days. The discharge of an introductory employee shall not be subject to the grievance and arbitration provisions of this agreement. An introductory employee shall not be afforded the benefits listed under Section 8.5, Reduction In Force. The introductory period may be extended for an additional ninety (90) calendar days if deemed necessary by the immediate supervisor. The introductory period shall be automatically extended for the duration of an absence covered by worker's compensation laws. Under special circumstances, the College and the Union can agree to further extensions of the introductory period.

During the introductory period, sick leave, personal leave and vacation shall accrue but shall not be available to the employee until the conclusion of the introductory period, with the exception of sick leave.

B. Transfer Evaluation Period.

1. An employee beginning a new position shall serve a transfer evaluation period of sixty (60) working days. Employees will be allowed to take time off as provided in this Collective Bargaining Agreement or applicable law; however, those days off will not count toward the sixty (60) working day promotional evaluation period. Under special circumstances, the College and the Union can agree to extend the transfer evaluation period.
2. During this transfer evaluation period, the employee may be reinstated in the employee's previous position, if it is available, with the approval of all parties concerned and without penalty. Every effort shall be made to reinstate said employee in a similar position if the one vacated is no longer available.

Section 7.3 CRIMINAL BACKGROUND CHECKS

For those employees having direct contact with underage students, a criminal background check will be required. For any employee not otherwise disqualified from employment at Parkland College whose criminal background check makes them ineligible to work in their current assignment due to the underage student contact rule, the College will make reasonable efforts to assign alternative work.

Human Resources will maintain and provide the Union with a current listing of all PSS positions that may require a background check.

ARTICLE VIII

VACANCIES, REASSIGNMENTS, REDUCTION IN FORCE

Section 8.1 JOB DESCRIPTIONS

Current job descriptions for each unit position shall be maintained by the Office of Human Resources and will be provided upon request. An employee may request a review of their job description with their supervisor at any time. Any changes to the job description shall be reviewed by the Office of Human Resources annually as a result of the annual performance evaluation process unless the changes are a result of a substantial modification to the position.

Section 8.2 POSTING FOR VACANCIES FOR NEW EMPLOYEES

Announcement of vacancies in existing or newly created positions shall be distributed to employees and shall be posted five (5) working days after internal department transfers prior to the position being advertised externally. Applicants for internal postings are limited to current bargaining unit employees.

The vacancy shall be posted by 8:00 a.m. on the first day of posting to constitute a full day.

Section 8.3 NEW AND MODIFIED POSITIONS

The College shall promptly notify the Union of its intention to add new or change existing unit positions:

- A. A new position shall be a newly created position that has not existed at the College.
- B. A modified position shall be a substantial change in a position that has existed.
- C. Any addition or change to a position shall be in accordance with the IELRA.

Upon installation of a new or changed position, the work shall be performed by the incumbent, if qualified through job-related education, training and experience. The rate of pay for such positions shall be consistent with the rate of pay for positions with comparable duties and experience. The Office of Human Resources shall notify the Union President of the proposed new or modified rate of pay, and the Union shall have three (3) workdays to request bargaining over said rate if not acceptable.

First consideration shall be given to the incumbent if on-the-job training or staff development would be sufficient to qualify the incumbent for the position and if the incumbent is able to perform a substantial portion of the job duties.

Section 8.4 REORGANIZATION

The College shall notify the Union and the affected employee(s), in writing, at least thirty (30) calendar days prior to a reorganization.

When reorganization of bargaining unit positions or work is proposed, the College shall give first consideration to the utilization of affected employees in the changed operation. Changes which affect bargaining unit positions and bargaining unit work shall be in accordance with the IELRA.

If the affected employees do not possess the requisite skills or knowledge to perform the required work in the new operation and the supervisor determines that training will provide the requisite skills, the College may provide one or more of the following training options at the College's expense for a period equal to the introductory period.

- A. On-the-job training
- B. Parkland College courses/workshops
- C. Credit courses
- D. Approved staff development

If training beyond the normal introductory period is necessary (such as credit course) for the incumbent to become qualified, the introductory period for training may be extended by mutual agreement between the supervisor and employee. The College shall pay for the costs of the training.

Section 8.5 REDUCTION IN FORCE

A determination of a reduction in force shall be in conformance with the IELRA. In considering a reduction in force, every effort will be made to give full consideration to the retention of full-time positions within the College. The Board's determination shall be based on an objective assessment of the needs and interests of the College.

- A. Application

This policy applies to non-grant funded, full-time and part-time employees covered by this Agreement.

- B. The Board shall notify the affected employee(s) and the Union by certified mail at least thirty (30) calendar days prior to the implementation of the reduction in force.

- C. Definitions

- 1. Reduction in Force

Any permanent loss of employment arising out of reduction of the work force (i.e., a decrease

in the number of employees employed). The following do not constitute a reduction in force: separation from employment for disciplinary reasons or because an employee has resigned, quit, or retired from the College.

In the event that a decision to conduct a reduction in force is made by the Board, employees shall be retained on the basis of seniority as long as they can demonstrate an ability to perform the job according to the education, training and technical skills included in the job description.

2. Seniority for Full-Time Employees

Seniority is the length of continuous full-time service within the College. If two or more employees have the same date of seniority, then any conflict will be determined by drawing lots. Unpaid approved leaves will not constitute a break in service.

3. Seniority for Part-Time

Seniority for part-time employees shall be defined as the length of continuous service with the College. Seniority for part-time employees will be determined on a pro-rata basis. One (1) year seniority shall equal 2080 hours in pay status, excluding overtime. If two or more employees have the same date of seniority, then any conflict will be determined by drawing lots. Unpaid approved leaves will not constitute a break in service.

4. Seniority List

A current seniority list will be maintained in the Office of Human Resources and it will be updated effective January 1.

D. Definition of Qualifications

1. Qualifications shall mean the ability to immediately perform the required work. It shall be the sole responsibility of the Board to fairly determine whether the employee has the requisite qualifications to perform the work.
2. Qualifications will not be arbitrarily determined.

E. Impact

Part-Time Position: If a part-time position is created as a result of the elimination of a full-time position, the affected employee (s) shall be offered the opportunity to assume that part-time position on the basis of seniority and qualifications as described above.

F. Recall from Layoff

1. Employees who lose their job as a result of a reduction in force (RIF or RIF'd as applicable) will be maintained on a recall list for a period of one (1) year from date of layoff.
2. Employees laid off during a reduction in force will be recalled to their former position, if their position is reinstated within one (1) year of its elimination, or to a new position which is substantially the same as the position from which the employee was laid off, if that position is established within a year. If the position is not equivalent or similar to the employee's former position, then the most senior of those qualified on the recall list are called back.
3. The laid-off individual shall have the responsibility to inform the Board of any change in address or telephone number. Such responsibility shall rest solely upon the employee, and the College shall not be liable for the failure of a recall attempt due to a breach of the employee's responsibility to so notify the College.

4. The employee will receive written notice of recall, by certified mail, return receipt requested, and must accept within seven (7) calendar days or within fourteen (14) calendar days of its mailing, whichever is less. If an employee fails to respond to notification of recall within seven (7) calendar days or within fourteen (14) calendar days of its mailing, whichever is less, the employee waives their right to remain on the recall list. The College will notify the Union two (2) calendar days prior to removing an employee from the recall list.
5. An individual on the layoff list will have first consideration for a vacancy which occurs within the bargaining unit, thus giving the laid off individual preference over other applicants for positions for which they qualify.
6. Employees laid off from a full-time position shall be recalled into a reinstated position or vacancy prior to employees laid off from a part-time position.
7. A laid off individual, upon recall and return to employment with the College, returns with accrued sick leave in accordance with SURS and seniority restored as of the date of layoff.

G. Reduction in Force Procedures

1. The College will notify the union President of the bargaining unit positions to be RIF'd at least one (1) workday prior to notifying the affected PSS employees.
2. Employees occupying positions scheduled to be RIF'd will be notified in-person by Human Resources and an appropriate supervisor (immediate supervisor, Director, Dean, or Vice-President). The employee will have a union representative present and will be given the option to go home that day with no loss of pay.
3. Human Resources will notify employees of their bumping rights per the provisions within this section. Employees who elect to exercise their bumping rights will submit to HR their top three (3) bumping choices in order of preference within five (5) workdays of notification of position elimination or bumping.
 - a. The five (5) workday clock starts at 8 a.m. and ends at 5 p.m.
 - b. If requested, employees will be granted use of vacation, compensatory time, or personal time during the five (5) workday period. Sick leave may be used according to Section 14.6.
 - i. Any pre-approved leave time that occurs during the notification period will not count toward the five days.
 - ii. Any leave approved AFTER the notification and occurs during the notification period will count toward the five days.

4. Bumping Criteria

Employees may bump other PSS employees out of their positions based on seniority, minimum job qualifications, and reasonable ability to immediately perform the essential job functions. The College will not be arbitrary in determining whether or not the employee is qualified and immediately able to perform the essential job functions per the provisions within this section.

- a. Affected PSS employees may bump into vacant PSS positions that have completed the PSS search process per Article VIII, Section 8.2, if any are available. If multiple affected employees are interested in the same vacant position, then the position will go to the employee with the most seniority among those qualified.

- b. Positions occupied by employees with scheduled departures that the College will not fill.
- c. If a PSS position were to become vacant during the RIF process that position will be held until after the RIF process has been completed.
- d. Affected employees occupying a part-time position may not bump into a full-time position that is occupied.
- e. Employees can select to bump into grant-funded positions; however, if they do, per Article VII, Section 7.1(B) they will no longer have any seniority and will not have any rights under Section 8.5.
- f. PSS employees will not be afforded an introductory period unless circumstances meet the criteria under Sections 7.2 & 8.4.

Employees will submit to HR their top three (3) bumping choices in order of preference as follows:

- a. Must meet the minimum job qualifications of the position.
 - b. Must be reasonably able to immediately perform the essential job functions.
 - c. If the employee has qualified (non-grant funded) positions available to them that are the same as their current pay grade and:
 - i. Selects/moves into a position of their same pay grade then their pay grade does not change; their pay maximum does not change; and their base pay remains the same.
 - ii. Selects/moves into a position that is of a lower grade, then the PSS employee will be moved to the lower pay grade; their grade maximum will be reduced to that grade; and their base pay will be decreased equal to the difference in the minimums of the pay grades.
 - d. If the employee does not have qualified (non-grant funded) positions available to them that are the same as their current pay grade and:
 - i. Selects/moves into a qualified position of the next highest grade available to them below their next available pay grade, then their pay grade is lowered to that position's grade, their grade maximum is lowered to that grade, but their base pay remains the same.
 - ii. Selects/moves into a qualified position lower than the next highest grade of a qualified position available to them, then the employee will have their pay grade lowered to that position's grade; their grade maximum lowered to that grade, and their base pay will be decreased equal to the difference in the minimums of the pay grades.
 - e. If the PSS employee selects a qualified position of a higher grade than their current pay grade, then they will be moved to that pay grade; their grade maximum will move to that grade; and they will receive an increase to their base pay equivalent to the difference in the minimums.
5. Upon HR receiving the employees' top three bumping choices, HR will notify and consult with the appropriate Vice-President and supervisor within five (5) workdays to determine if employees meet minimum job qualifications and are reasonably able to immediately perform the essential job functions.

6. HR will notify employees whether or not they are qualified and reasonably able to immediately perform the essential job functions.
 - a. Of the employee's bumping choices:
 - i. If the employee does not meet the minimum qualifications and/or is not reasonably able to immediately perform the essential job functions, and the employee has demonstrated a good faith effort to make selections, then the employee will have an additional workday to select three (3) more choices. If the employee has not demonstrated a good faith effort to make selections, then the employee will be placed on a recall list upon layoff per Section 8.5(F).
 - ii. If the employee meets the minimum job qualifications and is reasonably able to immediately perform the essential job functions of one (1) of their bumping choices, then the employee is notified and the incumbent of the selected position (see subsection 4) is notified. The incumbent who is bumped will then cycle through the RIF process starting at Step 2.
 - b. If the employee does not meet the minimum job qualifications and/or is not reasonably able to immediately perform the essential job functions of another position and therefore is unable to make any bumping choices, then the employee will be placed on a recall list upon layoff per Section 8.5(F).
7. After all bumping decisions have been made and the bumping cycle has ended, the College will provide the affected employees and the union their 30-calendar day notification per Section 8.5(B).
8. At the conclusion of the 30 calendar days, all affected employees will move into their new positions. Employees who are not moving into other positions will be placed on a recall list per Section 8.5(F).
9. Employees who do not elect to exercise their bumping rights will be placed on a recall list upon effective date of layoff per Section 8.5(F).

ARTICLE IX

DISCIPLINE

Section 9.1 DISCIPLINE

Any written warning, suspension or discharge shall be based on reasonable cause.

Section 9.2 TYPES OF DISCIPLINE

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise and, in so doing, to make use of, whenever possible, the provisions of the informal evaluation provided for in ARTICLE X, Section 10.2.

Prior to discharge, progressive discipline, including oral warning, written warning and suspension may be given. Prior progressive discipline will be given in those instances where a determination is made that performance may be improved by such corrective measures.

The parties agree that in the following circumstances, employees may be discharged without progressive discipline: (1) theft or willful destruction of property owned by the College, or on College grounds; (2) sale of illegal drugs on College grounds; (3) conviction of a crime arising out of or related to the employee's employment ; and (4) fraud; (5) if the employee misses five (5) consecutive workdays without notifying their

supervisor, unless physically incapacitated from giving such notice under circumstances where a member of the immediate family or household cannot give such notice.

Section 9.3 NOTIFICATION AND MEASURE OF DISCIPLINE

Notification of all discipline, other than oral reprimand, shall be in writing, with a copy served on the employee and the Union.

Section 9.4 PRE-DISCIPLINARY MEETING

For discipline other than oral warnings, the Board shall notify the employee of a pre-disciplinary meeting, the right to representation, and the reason for that meeting. At this meeting, the Board shall discuss the reason(s) for the contemplated discipline. The employee and the appropriate representative of the bargaining unit shall have the right to respond, rebut or clarify the reason(s) for such discipline.

The persons at this meeting shall be limited to the employee, one (1) Union-designated representative, the supervisor involved, and the designee of the appropriate Vice President. No other persons shall be present.

Section 9.5 REMOVAL OF DISCIPLINE

An employee may request from the Board that any disciplinary action be removed from the employee's file after two (2) years, if the employee has received no additional discipline for the same offense. The request should not be arbitrarily or capriciously denied.

Section 9.6 REPRESENTATION

Employees subject to disciplinary action, with the exclusion of oral warnings, shall have the right to Union representation in all proceedings.

ARTICLE X

EMPLOYEE TRAINING, EVALUATIONS, AND PERSONNEL FILES

Section 10.1 EMPLOYEE TRAINING AND STAFF DEVELOPMENT

The College recognizes the need for training and development of employees to provide more efficient and effective services and to develop their skill and potential. In recognition of such principle, the College shall provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in employee's work assignments and periodic changes therein, including, where applicable, procedural manuals. This section shall apply to full-time and part-time employees.

In addition, the College recognizes the need for staff development that is collaboratively planned and designed in accordance with the following procedures and provisions.

- A. The College shall make available each fiscal year a minimum of \$25,000 for use by the aggregate membership of the bargaining unit. Of this \$25,000, each employee in the bargaining unit may use up to \$1800 for tuition and fees, textbooks, and/or required course related materials for courses taken at accredited colleges and universities but no more than \$500 may be used for professional development conferences and workshops and associated travel. Total amount may not exceed \$1800.

It is recommended that the employee be pre-approved, as funds are limited and on a first-come first-served basis.

- B. Any employee wishing professional development support must have their supervisor and Vice-President approval. Requests are handled by the Center of Excellence. Requests shall not be

arbitrarily or capriciously denied.

Should an employee wish to appeal a denial of their funding request, they may do so through the Vice President that oversees their unit at the College.

- C. The Union and College agree that any changes to these procedures will be discussed prior to the change and must be mutually agreed on before implementation.

Section 10.2 PERFORMANCE APPRAISAL

The Board shall undertake a program of employee performance appraisal for each employee within the bargaining unit. Such evaluation shall be prepared by a non-bargaining unit supervisor with responsibility for the employee's performance. Such supervisor shall, to the extent possible, have knowledge of and experience with the employee's performance. Employees with multiple supervisors will be evaluated by each immediate supervisor.

Employees who have completed their introductory period shall be evaluated at least once during the fiscal year. The Office of Human Resources may request follow-up evaluations of 90 days or six months if warranted by the performance review.

The Office of Human Resources shall notify supervisors of the annual evaluation process no later than October 1 of each year.

Upon completion of the evaluation, the supervisor(s) will provide the employee with a copy of the employee's evaluation at least forty-eight (48) hours prior to the scheduled conference.

The form must be signed by the supervisor(s) and employee to indicate receipt, but not necessarily agreement, with the evaluation. The form shall be submitted to the Office of Human Resources by November 30.

The employee has the right to make written comments relating to the evaluation on or before the scheduled conference with the supervisor(s), and the comments shall be attached to the evaluation.

An employee may request from the Board that any comments relating to a poor evaluation be removed from the personnel file after two (2) years, if the employee has not received similar comments during that two (2) year period. The request should not be arbitrarily or capriciously denied.

A. Informal Evaluation

Employees and supervisors may, from time to time, meet in informal performance evaluation conferences. The purpose of such informal meetings shall be to discuss work-related problems, to improve the work performance of the employee and to result in greater job satisfaction and productivity. The supervisor shall devote the time necessary to aid the employee in achieving these goals. Nothing contained herein shall prohibit an employee from requesting such informal meetings.

B. Written Evaluation Form

If a new performance evaluation form is to be used by the College, a copy shall be furnished to the Union thirty (30) days prior to the implementation of its use. A Management/Labor meeting shall be scheduled prior to the implementation of this form. (Definition of Management/Labor meeting to be agreed upon.)

C. Employee Disagreement

Any employee who disagrees with the performance evaluation authorized by the appropriate supervisor may grieve pursuant to the provisions of this Agreement.

Section 10.3 DEVELOPMENT OF EMPLOYEE EVALUATION INSTRUMENT

The jointly developed employee evaluation instrument and procedures are a part of this agreement. The employee evaluation shall be based upon a current job description.

Section 10.4 PERSONNEL FILES

The Office of Human Resources shall maintain a separate personnel file for each employee. This file shall include all written materials concerning discipline. Personnel records so maintained shall be among the records used in proceedings affecting the status of an employee.

Each employee shall have the right, within five (5) working days, upon written request, to review during normal business hours, the contents of the employee's personnel file at the Office of Human Resources. Nothing shall be removed by the employee during a review of the file. Separate grievance files shall be maintained, except that the resolution of grievances pertinent to personnel matters shall be maintained in the personnel file. After a review is permitted, an employee may request a copy of personal documents.

The following documents are exempt from employee inspection: letters of reference, test documents, materials used by administration for staff planning which relates to or affects more than one (1) employee, records relevant to a pending claim between Parkland and employee which are subject to discovery in a lawsuit, notes and documents related to a claim of hostile work environment, sexual harassment of discrimination, and security records incident to an investigation of criminal conduct or other harmful activities by an employee. Materials to be placed in a personnel file by the appropriate supervisor shall bear that supervisor's name and shall be dated upon the date of placement. Copies of materials so placed in the personnel file shall be delivered to the affected employee.

The employee may submit statements concerning any material contained in such file. Any statements so submitted by an employee shall be made a part of the file, and a copy of the response shall be delivered to the appropriate supervisor.

ARTICLE XI

WORK RULES AND PROTECTIVE EQUIPMENT

Section 11.1 WORK RULES

Whenever the Board or designee changes work rules, or develops new work rules, the Union will be given at least thirty (30) days' notice before the implementation of such changes. The Board and the Union shall meet in a Labor/Management meeting to discuss such matters. A copy of the new or changed rules will be posted or given to the affected employees before the changes take place.

Section 11.2 UNIFORMS AND PROTECTIVE EQUIPMENT

The Board shall provide employees with necessary protective equipment, in adequate condition consistent with procedure and as required by policy and law.

The Board shall provide the following for maintenance/trade employees: five (5) shirts and five (5) pants each year, and gloves as required. Employees provided uniforms are required to wear them. The College shall approve the color and style of uniforms. Such employees will be provided coveralls and rain gear, as needed, for outdoor wear.

The Board shall provide the following for custodial/grounds/maintenance employees: five (5) shirts and five (5) pants each year, and gloves as required. Employees provided uniforms are required to wear them. The College shall approve the color and style of uniforms.

Groundskeepers will be provided coveralls and rain gear as needed for outdoor wear.

Section 11.3 ERGONOMICS

Employees shall communicate ergonomic and health and safety issues to their supervisor in writing. The employee and the supervisor shall meet to review and discuss the information provided by the employee. The supervisor will then convey the information to the Office of Human Resources to determine what action is recommended.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1 OBJECTIVE

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

Section 12.2 DEFINITION OF GRIEVANCE

A grievance shall mean a complaint by an employee, a group of employees or the Union, that there has been a violation or misinterpretation of the specific terms of this Collective Bargaining Agreement.

Section 12.3 PRE-GRIEVANCE CONSULTATION

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis, by a Union representative and a representative of the College.

In such cases, the employee may contact either the Union President or the Grievance Chair to set forth the problem area. Thereupon, the Union representative shall contact either the employee's immediate supervisor or the administrator in charge of the implementation and enforcement of this Agreement as designated by the President of the College.

If the potential grievance is not resolved by this procedure, then in that event, the filing of a grievance in Step 1 shall commence. Such consultation is optional.

Section 12.4 GRIEVANCE STEPS

The following procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. The designee of the Board, at each successive step provided for in this procedure, shall be someone who has more authority than the person at the previous step. Whenever the College-designated representative appears in more than one step because of the organizational structure of the College, the President shall designate some other person to perform at the next succeeding step. If the President would be the appropriate College designee at Step 2, the President would designate some other person to act at that Step. The President of the College, or a selected representative, will always be the designated College representative in Step 3. Days, when used in this ARTICLE, refer to working days when the College is open.

All grievances shall be processed as follows:

STEP 1 An employee covered by this Agreement or the Union, in the case of any Union grievance, shall submit the grievance in writing to Human Resources and to their immediate supervisor. Human Resources will arrange for a meeting with the grievant and Union's designated representative within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof. Human Resources will provide a written answer to the employee within five (5) working

days after such meeting, and indicate the appropriate person to contact at the next Step.

- STEP 2 If the grievance is not settled in Step 1 and the grievant or the Union, in the case of a Union grievance, wishes to appeal, the grievance may be referred by the grievant, in writing, to the appropriate Vice-President (or to any other person designated by the Board) within five (5) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant and/or the Union representative, normally the Grievance Chair.

The Vice-President, or an appointed designee, shall discuss the grievance within five (5) working days with the grievant, the Union and the College, at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the Vice-President shall issue a written agreement signed by the grievant, the Vice-President and the Union representative.

If no settlement is reached, the Vice-President or the duly appointed designee, shall give a written answer to the grievant and the Union within five (5) working days following their meeting, and indicate the appropriate person to contact at the next Step.

- STEP 3 If the grievance is not settled in Step 2 and the grievant or the Union desires to appeal, it shall be referred in writing by the grievant or the Union to the President of the College, or a selected designee, within five (5) working days after the Vice-President's answer in Step 2. The President, or the duly appointed designee, shall, within five (5) working days, discuss the grievance with the grievant and the Union representative at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the President, or the duly appointed designee, shall issue a written agreement signed by the grievant, the President or designee and the Union representative.

If no settlement is reached, the President, or the duly appointed designee, shall give a written answer to the grievant and the Union within ten (10) working days following their meeting and indicate the appropriate person to contact at the next Step.

- STEP 4 If the grievance is not settled in Step 3 and the grievant(s) desires to appeal, it shall be referred, in writing, to the Board of Trustees within five (5) working days after the answer in Step 3. The Board shall have the option of hearing the matter, but shall not be bound to do so except in grievances arising from suspensions or dismissal action.

If the Board decides not to take up and hear the matter, it shall give its written answer to the grievant (s) and the Union within five (5) working days of receipt of the appeal by the Board.

If the Board decides to hear the matter, it shall meet within ten (10) working days of receipt of the appeal and shall discuss the grievance with the grievant(s) and the Union representative. The Board shall give its written answer to the Union within ten (10) working days after the date of the Board meeting.

Use by any party of this Step 4 procedure is fully at the discretion of the grievant(s).

- STEP 5 If the grievance is not settled in accordance with the foregoing procedure, the Union may serve notice of intention to arbitrate within fifteen (15) working days after receipt of the answer in Step 4.

The Union shall so communicate that intention, in writing, to the President of the College and the Union, by certified mail. Thereupon, the parties shall attempt to mutually agree upon an arbitrator within five (5) working days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) working day period, the parties shall immediately jointly request either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators. The parties shall alternately strike, individually, the names of three (3) arbitrators. The grievant or the Union shall strike the first name. The College shall then strike the next

name, each in rotation, until a single name shall remain, who shall be the arbitrator.

However, if the Board or the Union desires to strike all names on this panel of arbitrators and to request a new panel, it may do so no more than once. The arbitrator shall be notified of the selection by a joint letter from representatives of the Board and the Union, requesting that they set a time and place, subject to the availability of the Board and the Union representative.

Section 12.5 AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, applicable work rules, or any applicable Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted.

The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon their interpretation of the meaning or application of the specific terms of this Agreement, Board policy, or applicable work rules involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and staff members and shall be immediately implemented. Nothing contained herein shall prohibit the parties from appealing the arbitrator's decision to a court of competent jurisdiction.

Section 12.6 EXPENSE OF ARBITRATION

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Union, provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Costs of a written transcript shall be divided equally between the Board and the Union in those instances where the arbitration is being briefed. In those cases where briefs are not being submitted, the party requesting a transcript shall pay the cost of the transcript, except when the other party also requests a copy, in which instances, the costs shall be split equally. All other expenses shall be borne by the party incurring them.

Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in Champaign, Illinois.

Section 12.7 TIME LIMITS FOR FILING

No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the grievant had knowledge, or should have had knowledge, of the alleged violation giving rise to the grievance. Time limits may be extended only by written mutual agreement. Failure to communicate a decision within the specified time limits shall automatically move the grievance to the next Step. Failure by the grievant or the Union to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant or the Union of any further rights to grieve the subject matter. Such failure shall act as a bar to any further action thereon with regard to the subject matter of that grievance as it related to that grievant in that grievance only.

Section 12.8 TIME OF THE ESSENCE

The parties agree that the objective of time limits, as provided for herein, is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this ARTICLE and the Sections thereof.

The parties desire and mutually agree that the provisions of this ARTICLE and all Sections hereunder shall be strictly construed.

ARTICLE XIII

EMPLOYEE TUITION

Section 13.1 TUITION WAIVER

Bargaining unit members will be entitled to enroll at no charge in credit and noncredit courses and workshops offered by the College which do not interfere with the bargaining unit member's scheduled hours of employment. Enrollments will be made on a space available basis after all tuition-paying applicants have been accommodated. Enrollment is limited to four credit hours per semester or the equivalent; however, employees may register for a single class of five credit hours.

The spouse and dependent children of all full-time employees will be allowed to enroll at no charge in credit and noncredit courses and workshops offered by the College. The benefit also applies to spouse and dependent children of permanently disabled or deceased full-time employees. Enrollees may register during any registration period.

Fees for courses offered by third-party vendors, the Aviation Program and any new course that has a fee of more than \$100.00 implemented during the term of this Collective Bargaining Agreement are excluded from Tuition Waivers. (This provision expressly excludes Personal Training)

Section 13.2 TUITION REIMBURSEMENT FOR COURSES NOT OFFERED THROUGH PARKLAND COLLEGE

This request will be covered by the Staff Development process described under ARTICLE X, Section 10.1 of this Agreement.

Section 13.3 SCHEDULING OF CLASSES DURING THE WORK DAY

A full-time employee may take classes during working hours without loss of pay or benefits if the class is needed to advance or maintain skills used in the employee's current position, and with the approval of the employee's immediate supervisor and Office of Human Resources.

Section 13.4 FITNESS CENTER

Employees shall be allowed to use the fitness center without cost. Employees are expected to follow the rules of the facility for all uses.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.1 LEAVE INCREMENTS

Leaves must be taken in at least ¼ hour increments, and shall be charged to the employee hour for hour.

Section 14.2 BEREAVEMENT LEAVE

Bereavement leave for full-time employees, not to exceed five (5) consecutive working days per occurrence, and for part-time employees not to exceed five (5) consecutive calendar days per occurrence, for the death of a member as defined by 820 ILCS 154/Illinois Family Bereavement Leave Act (FBLA), is granted without loss of pay.

One (1) day bereavement leave shall be granted for the death of a *family member not defined above*, not to exceed five (5) occurrences per fiscal year.

Employees may be required to submit documented proof of bereavement leave. Examples of documentation may include an obituary or program from service.

Per the FBLA employees are entitled to a maximum of 10 workdays of unpaid leave time in the event of the death of a "covered family member" as defined by the FBLA. Parkland College will apply the provisions of

the FBLA and any subsequent amendments from time to time to the extent required by said law. Nothing herein shall be interpreted to limit the rights of an eligible employee under the FBLA.

FBLA may not be taken in addition to unpaid leave permitted under the Family and Medical Leave Act (FMLA) and may not exceed unpaid leave time allowed under FMLA.

To continue in pay status, employees are required to use, and exhaust accrued paid leave, starting with bereavement leave but excluding sick leave, before going on unpaid status.

Section 14.3 LEAVE FOR JURY DUTY

Full-time and part-time employees subpoenaed as witnesses or summoned as jurors shall notify the immediate supervisor the next workday following receipt of such subpoena or summons. The employee shall show the subpoena or summons to the supervisor who shall record appropriate information therefrom. Whenever such employee receives such late notice that it is impossible to notify the appropriate supervisor prior to responding to the subpoena or summons, the employee shall notify the supervisor as soon as reasonably possible.

Employees so subpoenaed or summoned to appear during a normal workday shall be paid their normal salary during such appearances.

Employees who are excused and have four (4) or more hours of their schedule shift remaining are expected to return to work. Total hours worked and jury duty hours served should not exceed the employee's daily scheduled work hours.

Section 14.4 MILITARY LEAVE

In the event any full-time or regular part-time employee is called to emergency military duty, said employee shall be granted up to two (2) weeks' emergency leave with pay. Any additional required service will be granted in accordance with the provisions of applicable law.

Any full-time or regular part-time employee serving in the military reserve will be granted up to two (2) weeks of leave per year to perform their annual training obligation. This leave is not a part of the employee's annual vacation. Should the employee earn less during this training period than the employee's basic salary, said employee will be recompensed by the College for the difference.

Health and dental insurance shall continue to be available to the employee's family at employee costs during periods of active deployment.

Section 14.5 PARENTAL LEAVE

The Board of Trustees will grant a full-time employee a parental leave of absence, without pay, for a period not to exceed one (1) full year to care for the employee's natural or adopted children.

Section 14.6 SICK LEAVE

- A. Amount: Full-time employees shall be granted thirteen (13) days of sick leave at the beginning of each fiscal year on July 1. Part-time employees shall be granted a pro rata amount of sick leave based on the percent (%) time at the beginning of each fiscal year on July 1.
- B. Purpose: Sick leave may be used because of doctor appointments, illness or injury, including disability caused by pregnancy, of an employee, or because of the need for the employee to care for a member of their immediate family due to illness or injury. A member of the employee's immediate family is a spouse, child, parent or member of the employee's immediate household. Full benefits are provided until the exhaustion of sick leave, even if available sick leave exceeds allocated FMLA time.

- C. Additional Leave: The College shall not pay sick leave in advance; however, if during a fiscal year an employee uses all of their sick leave, the employee may use compensatory time, vacation, and personal days for additional sick days.
- D. Accumulation: Unused days will be cumulative, without limit, as long as the employee is continuously retained by the College; however, additional days will not accrue while the employee is on leave of absence. If the employee resigns or is terminated, no remuneration will be paid for the unused days. Employees remaining with the College until retirement will receive service credit for unused sick leave according to the provisions of the State Universities Retirement System.
- E. Notification: An employee requesting sick leave must notify their supervisor, directly, as soon as possible, but no later than fifteen (15) minutes after the start of the employee's work day, except in emergencies, and each morning thereafter during the employee's absence. If this procedure is violated, the absence is unexcused, the employee will not receive sick pay and will go unpaid for each day of violation.

Employees who miss five (5) consecutive workdays without notifying their supervisor of the reason for such absence shall be deemed to have resigned from employment and shall be immediately terminated from employment, unless physically incapacitated from giving such notice under circumstances where a member of the immediate family or household cannot give such notice.

- F. Physician's Statement: The College may request a physician's statement from the employee in the following instances: (1) if the employee is absent, due to illness or injury, or that of a member of the immediate family, for three or more consecutive work days, (2) if the employee is absent, due to illness or injury, or that of a member of the immediate family, for five (5) days within any calendar month, (3) if a pattern of sick day usage indicates to the College the possibility of abuse of sick leave, or (4) if the College thinks it is necessary to have a physician's statement stating the employee is capable of returning to work after the illness or injury, or under what conditions the employee could return to work.
- G. Second Opinion: The College may require an employee to obtain another medical opinion concerning the employee's illness or injury from a physician chosen by the College, at the College's expense.
- H. Personal Emergency Leave: For reasons of personal emergency, full-time employees may use up to six (6) days and part-time employees up to three (3) days of their accumulated sick leave during the fiscal year. That which constitutes a personal emergency shall be decided by the College after discussion of the particular circumstances with the employee.

Section 14.7 PERSONAL DAYS

In compliance with 820 ILCS 192/Paid Leave for All Workers Act, full-time employees are entitled to five (5) paid personal leave days per fiscal year, front loaded at the beginning of each fiscal year, specifically for the purpose of completing personal business. Employees starting mid-year will accrue a pro-rated amount of personal leave for the remainder of the fiscal year. Personal leave not used by June 30th shall be added to the total sick leave accumulation.

Part-time employees shall be entitled to a minimum of 26 hours of personal leave per fiscal year, front loaded at the beginning of each fiscal year, specifically for the purpose of completing personal business and complying with the Illinois Paid Leave for All Workers Act. Employees starting mid-year will accrue a pro-rated amount of personal leave for the remainder of the fiscal year. The minimum accrual for part-time PSS employees shall be 1 hour of paid leave for every 40 hours worked, not to exceed 40 hours of paid leave per fiscal year. Unused personal leave hours not used by June 30th shall be added to the total sick leave accumulation.

Section 14.8 SUMMER LEAVE

Employees may request a leave without pay during the period from the week after commencement until

one (1) week before classes begin for the fall semester. Such leaves will be subject to the approval of the immediate supervisor and review and recommendation of the President, with final approval by the Board of Trustees. Fringe benefits may be continued by the employee at the employee's election and cost during such periods of leave.

Reduced summer hours may be requested by employees during the period from the week after commencement until one week before classes begin for the fall semester. Such reduction in working hours will be subject to the approval of the immediate supervisor and the review and recommendation of the President, with final approval by the Board of Trustees. Salaries and benefits will be adjusted on a pro rata basis in proportion to reduction in work assignment. If the arrangement results in less than a one-half time appointment, however, fringe benefits may be continued by the employee at the employee's election and costs for the period of such an appointment.

This section shall apply to both full-time and part-time employees.

Section 14.9 CONVENTION LEAVE

The Board agrees that up to two (2) members of the Union who have been elected as official delegates to the biennial convention of the American Federation of Teachers may use personal, vacation or compensatory time to attend the Convention.

Notification of official delegates shall be made by those employees to their supervisor at least twenty (20) workdays prior to the requested time off.

The Board further agrees that two (2) members of the Union who have been elected as official delegates to the annual convention of the Illinois Federation of Teachers shall be granted a leave of absence, without loss of pay, to attend such convention.

The Board and Union agree that the maximum number of workdays, with pay granted to the Federation under the provisions of this Section, shall be two (2) per year.

Section 14.10 UNPAID LEAVE

Unpaid leave for a period of up to one (1) year may be granted by the Board of Trustees to full-time employees. Such leave may be granted without pay and without loss of accrued fringe benefits and seniority in accordance with the following provisions:

- A. The employee shall submit a written request to the immediate supervisor. The request shall include the reasons for such leave and the duration.
- B. The immediate supervisor shall forward the request to the Office of Human Resources for review.
- C. The Office of Human Resources shall review and forward the request to the College President.
- D. The College President shall review and make a recommendation to the Board of Trustees.
- E. The Board of Trustees shall review and may approve the request.

Reasonable basis for request for unpaid leave may include, but shall not be limited to, personal, health, study or professional improvement.

Section 14.11 BENEFITS DURING LEAVE

A full-time employee returning to work following an unpaid leave under Section 14.4, 14.5 or 14.10 is entitled to all personal disability leave and vacation benefits which were accumulated but not taken prior to the leave. However, these benefits do not accrue while the employee is on leave.

- A. The employee shall declare an intention to return to work, in writing, to the Office of Human Resources at least thirty (30) days prior to such date.
- B. If the employee has completed a minimum of two (2) consecutive years of full-time employment at the College prior to the unpaid leave, said employee will be returned to a mutually agreed upon comparable position.
- C. Should the position be eliminated during the unpaid leave, pursuant to the layoff provisions of this Agreement, the employee shall be given the same rights of layoff and recall as if they were not on leave of absence.
- D. An employee who is granted consecutive unpaid leaves shall in no event be allowed leaves exceeding a total of one (1) year in duration, excepting military leave.

The employee will be given the opportunity to continue insurance benefits, at the employee's cost, during the approved leave.

Section 14.12 FMLA FAMILY MEDICAL LEAVE

Per the Family and Medical Leave Act (FMLA), eligible bargaining unit members shall be entitled to Family Medical Leave of up to 12 weeks for each consecutive 12-month period for which eligibility criteria have been met. The initial 12-month period is measured forward from the date the employee first takes FML leave. The next 12-month period begins the first time FML leave is taken after completion of any previous 12-month period.

- A. Intermittent FML: FML regulations define "intermittent" leave as "leave taken in separate blocks of time due to a single qualifying reason." Employees are required to use and exhaust accrued paid leave, starting with sick leave, before going on unpaid status. Accrued paid leave used will be counted concurrently with FML.
- B. Non-Intermittent FML: To continue in pay status, employees must use accrued paid leave, starting with sick leave. Accrued paid leave used will be counted concurrently with FML. Employees have the option to take unpaid leave. If selecting unpaid leave option, the employee must provide advance notice to Human Resources prior to beginning unpaid leave.

ARTICLE XV

VACATION LEAVE

Section 15.1 VACATION

Twelve-month, full-time and part-time employees earn vacation credit. Employees begin earning vacation as of their first day of work. Part-time employees earn pro rata vacation days based on their contractual base salary. Vacation days earned are set forth on the employee's paycheck stub. Upon termination of employment at the College, employees will be compensated for any accrued vacation days if they have successfully completed their introductory period.

Except in the case of emergency, the employee may schedule and use vacation at the employee's discretion, provided reasonable notice has been given to the immediate supervisor and coordinated with the appropriate administrator. Vacation days shall accrue, but shall not be used during the introductory period.

The amount of vacation days to be carried over to the next fiscal year shall be determined as of July 1. New employees who start work after July 1 have the same right to carry over vacation per this section.

For FY21 only, the College will permit a 90-day grace period for the use of vacation days. After the 90 days, vacation accumulations over the allowed carry over balance will be removed from each employee's account and the 90-day grace period will end.

Employees may carry over five (5) days each year up to a maximum of 56 days or the number allowed by SURS. (For example, an employee may carry over 5 days in year 1; in year 2 the employee may have a carry-over of 10 days; in year 3 the employee may have a carry-over of 15 days, etc.).

The College will prorate the vacation carryover of each employee working part time.

Whenever a holiday falls within the time an employee is on vacation, such employee may either accrue the day or add it to the period of current vacation. Vacation shall be earned on the following basis:

Year of Employment	Earning Rate / Year
1	14 days
2	15 days
3	16 days
4, 5, and 6	17 days
7 and 8	18 days
9 and 10	19 days
11 and 12	20 days
13	21 days
14	22 days
15 and beyond	24 days

Academic year and 215-day employees do not earn vacation. Those employees who change status from 215-day or academic to twelve-month contracts shall be given vacation credit beginning with their first month of employment during that fiscal year, and at the 1st year rate.

ARTICLE XVI

HOLIDAYS

Section 16.1 HOLIDAYS OBSERVED

The following holidays which fall on a regularly scheduled workday shall be observed: Martin Luther King's Birthday, Spring Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, and days through the Christmas - New Year's break. If in any year the above results in less than fourteen (14) holidays, floating holiday(s) will be awarded so that total holidays will equal fourteen (14). The actual days designated as such holidays shall be set by the Board. If a holiday falls within an employee's vacation, the day will be counted as a holiday rather than as a vacation day.

If an employee wishes to take leave for a religious holiday which does not fall within those holidays set forth above, the employee may take personal leave, vacation or compensatory time for such observance.

Part-time employees shall be entitled to holiday benefits if the employee is scheduled to work a designated holiday. The part-time employee would receive holiday pay as if the holiday were a regular workday for the part-time employee.

ARTICLE XVII

INSURANCE

Section 17.1 MEDICAL INSURANCE

The College will offer a medical plan, hereinafter referred to as "Parkland Plan", mutually agreed upon by the Professional Support Staff employees and the College for FY25 (Appendix A). For future plan years, a Medical Plan Committee will be formed to review plan design and recommend changes if needed. The Medical Plan Committee will consist of the CFO or designee, 2 representatives from Human Resources, and one representative from each of the 3 unions receiving benefits (Professional Support, Police Officers and the Parkland Academic Employees).

The College will pay each employee electing either the Parkland Plan or a plan less expensive to the College a monthly stipend calculated during the annual policy renewal process, as follows:

(Single Target Rate (STR) – Single Parkland Rate (SPR)) x Number of Single Covered Lives + (Family Target Rate (FTR) – Family Parkland Rate (FPR)) x Number of Family Covered Lives = Total Savings

Monthly Stipend = (Total Savings/Total Covered Lives)

For planning purposes and to control costs, all parties have agreed to use the following Premium Target Rates to calculate the monthly stipend. The target rates have been indexed by 4% for FY25 and FY26. For FY27, the target rate index will be 6%.

Fiscal Year	Single Premium Target Rate	Family Premium Target Rate
FY25	\$872.89	\$2,346.47
FY26	\$907.81	\$2,440.33
FY27	\$962.28	\$2,586.75

The parties agree that for FY25 the annual medical stipend will be \$3,000 (\$250/month) regardless of the calculation above. For FY26 and FY27, the stipend will be calculated as noted in the formula above. The change in the annual medical stipend will be no more than plus or minus \$1,500 annually (no less than \$900/year and no more than \$3,600/year) over the life of this Collective Bargaining Agreement.

Prior to annual renewal, the Medical Plan Committee will review the Parkland Plan. The College agrees to assist in coordination between the Medical Plan Committee and the Third-Party Administrator or others necessary in the process. The College and the Professional Support Staff agree that any changes to the Parkland Plan may affect the stipend and/or an employee contribution. If the College and the Medical Plan Committee do not agree on the recommended modifications of the Parkland Plan before the commencement of open enrollment for the upcoming plan year, the existing plan will remain in effect.

If at annual renewal, the premium equivalent rates for the Parkland Plan are projected to exceed the Premium Target Rates listed above, the parties agree to have the Medical Plan Committee recommend modifications to the Parkland Plan prior to the start of the open enrollment process for the upcoming year. If the College and the Medical Plan Committee do not agree on the recommended modifications of the Parkland Plan before the commencement of open enrollment for the upcoming plan year, the existing plan will remain in effect.

Section 17.2 DENTAL INSURANCE

The College will provide dental insurance to all full-time bargaining unit members at no expense. Full time employees electing family dental coverage will be assessed a monthly premium of \$4.50.

A schedule of dental benefits is attached as Appendix B.

Section 17.3 VISION INSURANCE

The College shall make available to all full-time bargaining unit members the option of enrolling into a voluntary vision plan, pending fulfillment of the minimum enrollment requirements for the plan. If minimum enrollment requirements are not met, then the College is under no obligation to offer an alternative plan.

This plan is completely voluntary and participating employees will pay 100% of premiums via payroll deduction.

Section 17.4 GROUP TERM LIFE INSURANCE

The College shall furnish all full-time employees an amount of group term life insurance equal to twice their base salary rounding up to the nearest \$1000. This insurance shall have a double indemnity clause. Employees may opt to purchase, at their own expense, additional term life insurance at group rates.

Employees are permitted to continue their group term life insurance coverage during any unpaid leave of absence.

Section 17.5 TRAVEL AND ACCIDENT INSURANCE

The Board of Trustees will provide travel and accident insurance coverage for all full-time and part-time employees on a twenty-four (24) hour basis while these individuals are on business trips for the College. This insurance will be in effect while using a personal automobile or public conveyance, or riding as a passenger in an automobile.

Coverage does not include the following:

1. Routine travel to and from work
2. Pilots or crew members in any civil or military aircraft
3. Time spent on vacation or leave of absence

The following benefits are provided:

1. \$100,000 for loss of life (principal sum), for the loss of any two members (hands, feet, or eyes, or combination)
2. \$50,000 for loss of either hand or foot or eye
3. Total aggregate limit of indemnity is \$500,000 for all insured involved in any one accident

Section 17.6 LONG-TERM DISABILITY INSURANCE

Employees who have participated in the State Universities Retirement System for a minimum of two (2) years will receive fifty percent (50%) of their base salaries after sixty (60) continuous days of disability. On the ninety-first (91st) day of continuous disability, employees are eligible to receive disability benefits from the College plan equaling sixty percent (60%) of their salary, not to exceed \$7,500 per month, with benefits payable until social security normal retirement age. At the time the College's disability plan becomes effective, the State Universities Retirement System disability plan will terminate. The College plan coordinates this benefit with other outside sources of income so the total benefit does not exceed sixty percent (60%) of the disabled employee's income.

Section 17.7 WELLNESS PROGRAM

The College will reimburse 50% up to a maximum of \$200 per member per year for the development of an individualized program as needed by the employee, applied to smoking cessation and/or weight loss.

Coverage for prescribed pharmaceuticals for smoking cessation will be covered at the \$7 co-pay rate.

Gym memberships and personal trainers are not considered benefits of an "individualized program" as provided by this section.

Section 17.8 DOMESTIC PARTNER BENEFITS

Same and opposite sex domestic partner benefits are available if an employee has a declaration of domestic partnership on file in the Office of Human Resources.

Domestic partners are eligible for the following sections of the benefit program:

Medical Insurance, Dental Insurance, Group Term Life Insurance, Sick Leave, Personal Leave, Bereavement Leave, FMLA and Tuition Waivers.

Domestic partners may be named as a beneficiary for the Retirement Incentive Plan and Travel & Accident Insurance.

ARTICLE XVIII

COMPENSATION

Section 18.1 EMPLOYEE COMPENSATION

- A. Professional Support Staff employees hired on or before June 30, will receive base salary increases in the amount of 4.00% effective July 1, 2024, and 3.25% + \$600 effective July 1, 2025, and July 1, 2026. If the immediate prior year ICCB Funding (Base Operations + Equalization, FY24 for FY25 salaries) totals \$4,500,000.00 or more, base salaries will increase by an additional 0.75%. If the most recent audited CPPRT Revenues (FY23 for FY25 salaries) total \$4,500,000.00 or more, base salaries will increase by an additional 0.75%. If both the ICCB Funding and CPPRT Revenues total \$4,500,000.00 or more, the total increase to base salary for FY25 would be 5.50% and FY26 and FY26 would be 4.75% plus \$600.

	FY25	FY26	FY27
Annual Base Salary Increase	4.00%	3.25% plus \$600	3.25% plus \$600
Additional Increase based on ICCB Funding of \$4,500,000.00 or more.	0.75%	0.75%	0.75%
Additional Increase based on CPPRT Revenues of \$4,500,000.00 or more.	0.75%	0.75%	0.75%
Total Possible Base Salary Increase	5.50%	4.75% plus \$600	4.75% plus \$600
Confirmed CPPRT Revenues	FY23 \$7,425,402.00	FY24 \$4,474,401.00	FY25 TBD
Confirmed ICCB Funding	FY24 \$4,888,123.00	FY25 \$4,811,241.00	FY26 TBD
Total Base Salary Increase	5.50%	4.0% + \$600	TBD

If a bargaining unit member has reached their maximum pay of their category, they will receive the lesser amount of either the salary increase or the Consumer Price Index (CPI) issued by the United States Department of Labor, Urban Consumers, U. S. City Average, average to average change.

The category floor minimums will be adjusted annually to reflect the lesser of the annual salary increase or the Consumer Price Index (CPI) issued by the United States Department of Labor, Urban Consumers, U. S. City Average, average to average change. A ratio of 2.0 shall be used to calculate the wage maximums.

- B. Longevity Award

Full-time employees who have completed ten (10) years of full-time continuous service effective July 1 of each year will receive a \$500.00 stipend. Thereafter, the award will be included in the employee's base salary.

- C. Shift Differentials

1. Those employees working early evening shift shall receive a thirty cent (\$.30) per hour shift

differential. An employee shall be considered as working on an early evening shift if the majority of their work hours occur between the times of 4:00 p.m. to 11:00 p.m.

2. Those employees working late night shift will receive a thirty-five cent (\$.35) per hour shift differential. An employee shall be considered as working on a late-night shift if the majority of their work hours occur between the times of 11:00 p.m. to 7:00 a.m.

D. Job Evaluation and Classification Review

1. Definition and Purpose

The Job Evaluation Committee (JEC) exists for the sole purpose of evaluating reclassification requests regarding classified positions, based on the College's approved job evaluation system and pay plan.

The purpose of the job evaluation system is to ensure that all classified positions are titled and graded appropriately based on a pre-approved set of objective job content factors.

2. Size and Composition of the Committee

The Job Evaluation Committee (JEC) shall consist of seven (7) voting members that must all be current employees of the College: four (4) members of the Professional Support Staff union and three (3) non-union supervisors. In addition, the Committee will have one representative of the HR department, which will be a non-voting member. Each JEC member is granted one vote.

JEC membership is determined according to employment status. Union members are elected according to the by-laws of Local #4776. Non-union employees are suggested and selected by HR. From time to time, the Union and the HR department may communicate with the College community to seek volunteers or announce a Committee vacancy.

Committee members are expected to serve for a two-year term. Each year the JEC, Union officers, and HR staff will collaborate and determine jointly whether there should be a change in membership and/or how a vacancy will be filled.

A Committee member may not participate in a classification review when the position is within the member's same department. In the event that one, or several Committee members are unable to participate in a review, the HR department and JEC may invite other individuals (such as prior Committee members) to participate in a review to ensure consistency in the process.

3. Reclassification Requests

Any professional Support employee, their supervisor, and/or union officer may request a review of a position's classification assignment once per year in March. Such requests will only be considered if the major duties and responsibilities of a position have changed substantially since the last time the position was evaluated.

In addition, at any time during a year, hiring managers may also request a review of a vacant position prior to posting the vacancy if substantial changes have been made to the job content or minimum qualifications. Also, the HR department may conduct a review or audit of the class titling structure and/or classification assignments at its discretion.

The classification review process is designed to evaluate changes in the roles, duties, and responsibilities associated with a position.

To submit a reclassification request, the applicant must:

- a. Work with their supervisor to develop an updated position description. The position

description should be agreed to by both the employee and his or her supervisor prior to submitting the request. If the position is vacant, the hiring manager should develop a new position description. Sample position descriptions are available in the Office of Human Resources.

- b. Complete a Job Analysis Questionnaire (JAQ).
- c. Forward the completed JAQ to their immediate supervisor at least one week prior to the deadline. The supervisor must then complete the Supervisor's Review section of the JAQ. (If the position is vacant, the hiring manager should complete the JAQ.)
- d. The employee must submit the completed JAQ and all supporting documents to the Office of Human Resources by the deadline.

4. Appeals Process

The applicant may appeal the decision, within thirty (30) calendar days of receiving the notification, using the Appeals Form.

An Appeals Subcommittee will then be formed, consisting of three (3) current College employees: a union member of the JEC, a College Administrator, and third individual who is not a JEC member, and is mutually agreed upon by the JEC and Office of Human Resources.

The Appeals Subcommittee will meet to re-evaluate the application, the reasons for the decision, as well as any additional information presented on the Appeals Form. The Office of Human Resources will schedule an appeals interview with both the applicant and their supervisor to discuss the appeal.

The Appeals Subcommittee will present their recommendation to the Office of Human Resources within thirty (30) business days of the Appeals Form submission. The Office of Human Resources will present its decision to the College's Senior Administrators and will communicate the final decision in writing to the applicant, with a copy to their supervisor. The JEC Chair will provide a summary of the appeals to all committee members.

- a. In case of an upgrade, the employee will earn the difference between the minimum salaries of the employee's former range and new range.
- b. Placement of New Hires: The initial placement of a new employee shall not exceed the beginning salary of the next grade. Adjustments of the starting wages beyond the next grade can only be done after consultation with and written approval by the Union.
- c. These jointly developed forms and procedures will be periodically evaluated by both the College and the Union. All changes must be mutually agreed to prior to any changes.

Section 18.2 OVERTIME/COMPENSATORY TIME

- A. For all hours worked in excess of forty (40) in a work week, including any paid leave (vacation, sick, personal, compensatory time), employees shall be compensated with overtime pay or compensatory time at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate.
- B. For all hours worked on Sundays which are outside the employee's regular schedule, and for all hours worked on holidays, employees shall be compensated at the rate of two (2) times their regular straight-time hourly rate.
- C. There shall be no pyramiding of rates paid in excess of the regular straight-time hourly rate, as only the higher rate shall apply.

- D. Employees may elect between compensatory time and overtime pay. Maximum accumulation of compensatory time is one hundred (100) hours. As of the last day of the fiscal year, June 30, compensatory time accumulated in excess of one hundred (100) hours shall be paid. Unused compensatory time under one hundred (100) hours may be carried by the employee continuously until termination, at which time it will be paid.
- E. An employee requesting compensatory time off will submit the request to the supervisor for approval. Compensatory time used will be reported on the monthly lost time report. Compensatory time shall be approved consistent with the needs of the workplace.
- F. Overtime shall be assigned on a rotational basis according to department, based on required skills and position. When skills and position are equivalent, rotation will be by seniority. Overtime will not be arbitrarily or capriciously withheld.

Section 18.3 CALL BACK PAY

An employee called back to work for an emergency shall receive a minimum of three (3) hours' pay.

No employee shall be disciplined for not responding to phone or text messages after work hours unless given reasonable advance notice.

Section 18.4 COMPENSATION FOR SPECIAL PROJECTS AND ASSIGNMENTS OUTSIDE OF POSITION

A. COMPENSATION FOR SPECIAL PROJECTS OUTSIDE OF POSITION

Stipends will be negotiated for special projects which require additional duties and responsibilities outside of the normal job description.

If the employee believes that the nature of the employee's position has substantially changed, then the provisions of Section 18.1, F., Job Evaluation and Classification Review, will apply.

B. COMPENSATION FOR ASSIGNMENTS OUTSIDE OF POSITION

An employee assuming the work of a higher-level position for more than fifteen (15) workdays shall be paid at the higher level of compensation after fifteen (15) workdays.

An employee temporarily assuming the work of an equal or lower-level position shall suffer no reduction in compensation.

A temporary assignment to a position which is a permanent vacancy shall not exceed ninety (90) days. A temporary assignment to a vacancy caused by absence of an indefinite duration or absence cause by an approved leave of absence shall not exceed one (1) year, after which time the vacancy shall be considered permanent. The parties may mutually agree to extensions of these time periods.

Section 18.5 EVENING, SATURDAY, SUNDAY WORK COMPENSATION

If a full-time employee is scheduled for both day and evening hours and has a two (2) hour break between the day and evening schedule, the evening hours will be compensated at a rate of three (3) hours for every two (2) hours worked.

Section 18.6 TAX-SHELTERED ANNUITY

Full-time employees may participate in a tax-sheltered annuity program on a salary-deduction basis.

Section 18.7 PAYROLL

The regular pay period is from the first day to the last day of each respective month. Payroll checks shall be distributed on the 15th day of each month. If the 15th day falls on Saturday, Sunday or a holiday, checks will be issued on the last working day preceding the 15th. Overtime shall be paid on the 15th of the following month after accrual of overtime.

Section 18.8 COST OF LIVING

If the cost of living, as measured by the Consumer Price Index (CPI) issued by the United States Department of Labor, Urban Consumers, U. S. City Average, average to average change has increased above six percent (6%) for the 12-month period ending on the last day of December of any of the contractual years, each employee will receive, prior to the end of the fiscal year, a cost of living stipend independent of the base salary which is equivalent to one percent (1%) of the median salary of all members of the Professional Support Staff unit for each one percent (1%) increase in the CPI, or fraction thereof, between six percent (6%) and ten percent (10%).

To be eligible to receive the cost of living stipend, the employee must be employed through December 31 of the index year. Employees assuming their responsibilities before July 1 of the index year will receive the full stipend, while those assuming their responsibilities between July 1 and December 31 will receive one-half (1/2) of the stipend.

Example: If the CPI between December, 1988 (as made available in January, 1989) and December, 1989 (as made available in January, 1990) increases 7.6%, the cost of living stipend will be determined by multiplying 1.6% times the medial salary for the 1988-1989 fiscal year. If the median salary were \$32,000.00, the cost of living stipend would be \$512.00 and said stipend would be paid prior to the end of the 1989-1990 year.

ARTICLE XIX

EARLY RETIREMENT

Section 19.1 RETIREMENT INCENTIVE PROGRAM

1. To be eligible a bargaining unit member must have been continuously employed at Parkland on a full-time basis for at least 15 years and be at least 55 years old. In determining 15 years of full-time continuous employment, a leave of absence of any kind will not be counted.
2. Once reaching eligibility, the bargaining unit member has five (5) contract years from the date of achieved eligibility to retire under the plan and must declare at least six (6) months preceding the retirement date to receive the benefits as stated in 3 below. If participation in the plan is denied, the bargaining unit member's window of opportunity will be extended one year. Application must be accompanied by documentation that the bargaining unit member consulted with SURS; such documentation validates that the bargaining unit member has checked and fully understands their own individual SURS information.

Before reaching eligibility to receive the benefit, bargaining unit members may request participation if they have accrued at least 14.5 years of service and are at least 54.5 years of age.

3. Benefit Schedule:
 - a. When a bargaining unit member is approved for participation in the retirement incentive program as specified above, the employee will receive a one-time stipend of 10% of the final base salary the month following the retirement date. An amount equal to the final base salary will be paid in equal monthly payments over the four-year period beginning the month following the retirement date (48 monthly payments).
 - b. A stipend at retirement equal to four annual installments of the CIP (College Insurance Plan)

indemnity plan annual rate divided by 69%, readjusted annually according to the new yearly rate. The initial stipend will be based on the July 1 rate closest to the retiree's retirement date.

- c. Retirees may choose to remain in the Parkland Health Care Plan as required by COBRA.
 - d. Should the CIP Plan be discontinued, eligible retirees would be allowed to reinstate coverage under the Parkland Plan.
 - e. Upon the death of the participant prior to payment in full of the deferred benefit, such benefit shall be payable to the participant's surviving spouse, or, if there is no surviving spouse, to a designated beneficiary or the participant's estate.
4. A bargaining unit member younger than 55 with 25 continuous years of full-time service at Parkland may apply for participation in the plan. Those qualifying under the 25-year provision will retain the privilege of waiting until the fifth contract year following their 55th birthday to elect participation in the plan.
 5. The College will provide tuition waivers in accordance with this Collective Bargaining Agreement at Parkland College for retiree, spouse, and dependent children, free admission to selected College events, and College mailings upon request.
 6. Bargaining unit members whose early retirement announcement is accepted during one contract but whose actual retirement date falls in a later contract will receive the early retirement benefits in effect at the time when the bargaining unit member announces.

Section 19.2 SURS EXCESS EARNINGS

If, pursuant to any currently enacted, or amended, statutes, regulations, rules or calculations, the State University Retirement Systems (SURS) finds that a Parkland College retiree has excess compensation for credible earnings, the Retirement Incentive Program payments as delineated in this Collective Bargaining Agreement will be retained by the College until such time as the retiree has reimbursed the College for the amount of the SURS charge to Parkland College for the excess compensation. The Retirement Incentive Program monthly payments will be adjusted by an amount to be equally divided among the remaining monthly payments.

The College will be responsible for that portion of the SURS charge generated due to mandated overtime. The bargaining unit member can request a meeting with Human Resources to provide education and training on monitoring their earnings.

The College will be responsible for the amount of the SURS charge to Parkland College for any excess compensation which occurred prior to July 1, 2015.

Section 19.3 SURS LEGISLATIVE CHANGES

If the State of Illinois passes legislation effective during the term of this agreement that impacts the College's contributions and/or penalties in regard to SURS, the Union and the College agree to convene negotiations on the matter immediately for the sole purpose of identifying an alternative funding arrangement.

ARTICLE XX

SEVERABILITY

Any Article, Section, provision, sentence or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

In the event any Article, Section, provision, sentence or clause of this Agreement is determined to be invalid

by a Court of competent jurisdiction and, thereafter, no appeal is taken by either party within the appropriate period, the parties shall renegotiate the Article, Section, provision, sentence or clause of the Agreement so deemed to be invalid.

ARTICLE XXI

NO STRIKE/NO LOCKOUT PROVISIONS

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligation of the Board.

The Board will not lock out any bargaining unit employee during the term of this agreement.

ARTICLE XXII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

The Board and the Union mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and not encompassed in this Agreement, no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all other matters not covered by this Agreement and the Illinois Educational Labor Relations Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto.

The Board and the Union mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no actions which have the effect of negating, abrogating, replacing, reducing, diminishing or limiting, in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement and in any Illinois statute or statutes.

ARTICLE XXIII

PRINTING OF AGREEMENT

Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide a copy of this Agreement to the President of the Union for distribution to the employees covered by this Agreement. The costs of printing and reproduction will be shared under ARTICLE IV, Section 4.8 of this Agreement.

ARTICLE XXIV

TERMINATION

This Agreement shall be effective July 1, 2024, and shall remain in full force and effect until 11:59 P.M., June 30, 2027.

ARTICLE XXV

WRITTEN NOTICE

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be

completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board or the College to the Union shall be addressed as follows:

The President
Parkland College Professional Support Staff
2400 West Bradley Avenue
Champaign, Illinois 61824-1899

and

Parkland College Professional Support Staff Association
Local 4776
Parkland College
2400 West Bradley Avenue
Champaign, Illinois 61824-1899

Notice sent by the Union to the Board or the College shall be addressed as follows:

The Board of Trustees of Parkland College
2400 West Bradley Avenue
Champaign, Illinois 61824-1899

or

Parkland College
Office of the President
2400 West Bradley Avenue
Champaign, Illinois 61824-1899

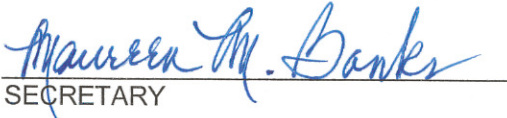
Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Office of Human Resources of the College.

Either party may, by like written notice, change the address to which such notice is to be given.

EXECUTED THIS 19th DAY OF AUGUST, A.D., 2024, AT CHAMPAIGN, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 505,
COUNTIES OF CHAMPAIGN, COLES,
DeWITT, DOUGLAS, EDGAR, FORD,
IROQUOIS, LIVINGSTON, McLEAN,
MOULTRIE, PIATT, VERMILION AND
STATE OF ILLINOIS (PARKLAND COLLEGE)

By: 
CHAIRMAN OF THE BOARD

By: 
SECRETARY

PARKLAND COLLEGE
PROFESSIONAL SUPPORT STAFF
ASSOCIATION, LOCAL 4776
IFT/AFT - AFL-CIO

By: 
PRESIDENT OF THE UNION

Appendix A

Summary of Benefits – Health

Appendix B

Summary of Benefits – Dental