

AGREEMENT BETWEEN
BOARD OF TRUSTEES
DANVILLE AREA COMMUNITY COLLEGE

AND

DANVILLE AREA COMMUNITY COLLEGE
CLASSIFIED STAFF ASSOCIATION IEA/NEA

JULY 1, 2020 – JUNE 30, 2024

Who you are makes a difference.

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ARTICLE 1

RECOGNITION AND REPRESENTATION

Section 1.0 Recognition

The Board of Trustees of Danville Area Community College District 507, and/or their designees, hereinafter referred to as the "Board," recognizes the Danville Area Community College Classified Staff Association (IEA-NEA), hereinafter referred to as the "Association," as the sole and exclusive negotiation agent for full-time and part-time classified personnel who work twelve (12) or more hours per week, hereinafter referred to as "Employee." The following positions are specifically excluded from the bargaining unit:

- Academic Advisor
- Academic Advisor, Retention Specialist
- Administrative Assistant, VP for Instruction and Student Services
- Assessment Retention Counselor
- Assistant Athletic Director/Coord., Athletic Eligibility/Men's Basketball Coach
- Assistant Baseball Coach/Coord. Strength & Condition/Athletic Academic Supvr
- Assistant Director, Financial Aid
- Assistant Vice President, Finance
- Assistant Vice President, Student Services
- Computer and Network Specialist
- Computer Network and Information Technology Technician
- Coordinator, Campus & Community Resources/Academic Advisor
- Coordinator, Corporate Education
- Coordinator, Employment and Professional Development
- Coordinator, Literacy
- Coordinator, Recruitment and Social Media
- Coordinator, Tractor/Trailer Program and Public Safety Program
- Coordinator, Video Production
- CQI Coordinator
- Counselor, Student Services
- Data Analyst, Institutional Effectiveness
- Dean, Adult Education & Literacy
- Dean, Business & Technology
- Dean, Liberal Arts & Library Services
- Dean, Math, Sciences/Health Professions
- Director, Academic Advisement & Counseling/Transfer Articulation Coordinator
- Director, Admissions and Records/Registrar
- Director, Athletics / Head Baseball Coach
- Director, Career and Employment Services

Director, Child Development Center
Director, Community Education and Video Development
Director, Corporate Education
Director, Financial Aid
Director, Fitness Center
Director, Health Information Technology
Director, Hoopston Higher Learning Center
Director, Information Technology
Director, Institutional Research
Director, Medical Imaging
Director, Nursing Education
Director, Online Learning
Director, Small Business Development Center & Entrepreneurship
Director, Testing and Academic Services
Director, TRIO and Student Success Center
Director, Vermilion County Works
Executive Director, College Relations
Executive Director, DACC Foundation/Grant Development
Executive Director, Maintenance and Facilities
Grant-Funded Personnel
Human Resources Generalist
Marketing Specialist
Middle College Coordinator
Network Administrator/Integration Specialist
Office Assistant, Foundation and President's Office
Office Manager/Controller, Foundation
President
Programmer/System Administrator
Purchasing Coordinator/Administrative Assistant, Finance
Security Officer
Senior Career Planner
Sports Information Coordinator, Head Women's Softball Coach
Student Development/Middle College Advisor
Supervisor, Campus Services
Supervisor, Safety and Security
Training Specialist, Tractor Trailer Driver Program
TRIO Academic Advisor
Vice President, Academic Affairs
Vice President, Finance, Chief Financial Officer
Vice President, Human Resources/Affirmative Action Officer/Title IX Coord
Vice President, Operations/Secretary to the Board of Trustees
Vice President, Student Services
Women's Basketball Head Coach/Student Success Advocate

Also excluded are those employees represented by the Danville Area Community College Education Association (IEA-NEA), and those employees who are issued a Part-Time Faculty Notice of Employment and teach less than 6 credit hours per semester.

Any change to the above list of excluded positions that impacts the bargaining unit must be negotiated between the Association and the College Administration. Agreements reached will be added to the contract as Memorandums of Understandings.

Section 1.1 Meeting With Employees

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or any group of employees for the purpose of hearing their views and opinions. The Board agrees, however, not to enter into any written or verbal agreements which conflict with the provisions of this Agreement.

Section 1.2 Gender

Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting all gender.

ARTICLE II

GENERAL RIGHTS AND DUTIES

Section 2.0 Request for Information

The President shall make available to the Association public financial documents to aid the Association in the conduct of negotiations. These shall include the proposed budget and salary data for employees, financial audits, permanent budget and allocations which are readily available. Nothing herein shall require the Board or administration to research and assemble such information.

The President or his designee shall also provide information which may be necessary for the Association to process any grievance or complaint.

The parties have the right to utilize the services of consultants, lay and professional, in the deliberations under discussion, and to allow the consultants to make suggestions.

Section 2.1 Board Meeting Notices, Agenda and Support Materials

The Board shall provide the Association a written notice of all regular and special meetings at least twenty-four (24) hours prior to the scheduled time of the meeting, unless an emergency meeting is held. The Board will notify the President of the Association, or his designee, of any emergency meeting(s).

Meeting notices will be delivered by email to the President of the Association or

designee.

The Board shall provide the Association a copy of the meeting agenda and support materials at the regular or special meetings when such materials are discussed publicly.

Section 2.2 Meetings, Notices and General Information

The Association shall have the right to hold a reasonable number of meetings, on college property provided such meeting in no way interfere with any aspect of the instructional program. Extraordinary expenses to the District resulting from such meetings will be borne by the Association. In accordance with applicable college procedure, such meetings will be scheduled at least twenty-four (24) hours in advance with the appropriate administrator.

The Association shall have the right to use employee email, mailboxes and campus mail service for a reasonable volume of communications relating to the negotiating agent's business on behalf of the members of the negotiating unit.

Section 2.3 Right of Representation

When any full-time or part-time (as defined in Section 1.0) employee is required to appear before the Board or an administrator/supervisor for a formal discussion (excluding ninety day evaluations or annual evaluations, and meetings for discussion of needed improvements by the employee) resulting in a written reprimand, concerning the purpose of implementing disciplinary action, suspension or possible termination of said employee's employment at DACC, the employee shall be given, in the absence of extenuating circumstances, reasonable prior notice of the reason for such meeting. At any such meeting, the employee shall have the right to request that an Association representative be present.

This clause shall not apply to such conferences as those held between administrators or supervisors and full-time or part-time employees pursuant to the normal, routine evaluation or supervisory conference procedures of the District. If, however, a full-time or part-time employee is called to a meeting with an administrator or supervisor and said conference develops into a discussion of possible termination or dismissal or written disciplinary action, the conference shall be adjourned if requested by the employee until an Association representative can be present.

If the Board institutes proceedings to terminate or dismiss a full-time or part-time employee, the Board shall provide said employee, upon request, with a statement of the reason or reasons for said action.

Section 2.4 Association/Administration Meetings

Upon the reasonable request of either party, the College President, the Vice President, Academic Affairs, the Vice President, Human Resources, or their designees, and the Association President, the Association Vice President, or their designees, shall meet at least once during each semester to discuss matters of mutual concern. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two (2) working days prior to the date of the meeting. Where appropriate, the College President or his designee may invite other members of the Administration to be present at such a meeting. This Section shall not be applicable to any matter currently under negotiations or that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 2.4.1 College Governance

The College Governance consists of the Continuous Quality Initiative (CQI) and Achieving the Dream (AtD) teams. Every Classified employee is encouraged and welcomed to participate and/or attend any meeting.

Section 2.5 Association Release Time

The Association will be afforded a maximum of forty eight (48) hours release time without loss of pay, per fiscal year, to conduct Association business.

Such time shall be pre-approved by the College President and his/her immediate supervisor. Meetings called by the Administration shall not be charged to the Association President's release time.

ARTICLE III

BOARD RIGHTS

Section 3.0 Board Rights

The President, or his designee, retains and reserves the ultimate responsibilities for proper management of Danville Area Community College. This responsibility includes the following rights:

- To manage and direct the affairs of the College in all of its various aspects.
- To supervise, manage, and direct its employees.
- To plan, direct, control, and determine all the operations and services of the College.
- To establish the qualifications for employment and to employ workers.
- To schedule and assign work.
- To establish work and productivity standards.
- To assign overtime work.
- To determine the methods, organization and number of personnel by which operations and services shall be made or purchased.
- To make and enforce reasonable rules and regulations.
- To discipline, suspend and discharge regular employees for just cause.
- To change or eliminate existing methods, equipment or facilities.

The exercise of any of the above rights shall not conflict with any of the express written provisions of this agreement or the IELRA.

ARTICLE IV

EMPLOYEE PERSONNEL FILE

Section 4.0 Employee Personnel File

Each employee shall have the right, upon request, during the normal workday to examine the non-confidential documents contained in the employee's personnel file, which examination shall be made in the presence of appropriate administrative personnel. Confidential documents are those materials used to evaluate a person's qualifications prior to employment to which the individual waived the right to access. The employee shall have the right to attach a written reply to any adverse evaluation or criticism placed in the personnel file.

Subject to approval of the Vice President, Human Resources, an employee may place in his personnel file other pertinent materials or documents which are directly related to job performance, authored by an individual other than the employee. Such documents shall not be the sole factor used in determining a person's qualifications for promotion or in dismissal cases.

Employees shall be notified by the Human Resources Office of the nature and date of all material added to their personnel record. Upon examination of his file, an employee may place a written rebuttal to any file item for inclusion in his personnel record.

ARTICLE V

DUES CHECKOFF

Section 5.0 Dues Checkoff

Upon receipt of a lawfully written authorization form from a Bargaining Unit Member covered by this Agreement, the Board agrees to deduct the regular monthly Association dues of such full-time Bargaining Unit Member from his/her pay and remit such deduction within ten (10) working days from the time of the withholding to the Treasurer of the Association. The Association will notify the Board of the exact uniform amount of the regular monthly membership dues to be deducted.

A dues deduction authorization executed by any Bargaining Unit Member will continue in effect unless the individual unit member requests in the first week of the College year or in the last week of the College year that such authorization be withdrawn.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Section. The Board will be responsible for all claims, suits, orders or judgments arising from any clerical errors on the part of its designees in deducting regular monthly Bargaining Unit dues.

Section 5.1 Fair Share

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as **Janus v. American Federation of State, County, and Municipal Employees, Council 31**, No. 16-1466, 585 U.S. (2018), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 5.2 Board Indemnification

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) Within three (3) days, the employer gives notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and

- (b) The employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.

It is expressly understood that his hold harmless provision is between the Association, not IEA or NEA, and the Board. This hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willfull misconduct by the Employer with respect to the obligations imposed upon it by this Article.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.0 Definition

A grievance shall mean a complaint by an employee that there has been as to him a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.1 Definition (Time Limits)

All time limits shall consist of days of service; except when a grievance is submitted fewer than ten (10) days before the close of the current semester, time limits shall consist of all weekdays.

Section 6.1.1 Initiating Grievance

A grievance may be initiated and/or conducted by: (a) an employee on his behalf; (b) an employee accompanied by an Association representative.

Section 6.1.2 Association Grievances

The Association shall have the right to submit a grievance at Step II of the grievance procedure.

Section 6.2 Procedure

A grievance as defined herein shall be processed as follows:

Section 6.2.1 Step 1 (Informal Step)

The parties hereto acknowledge that it is usually most desirable for an employee and immediate supervisor to resolve problems through free and informal communications. The employee must state to the Supervisor that the purpose of the meeting is the Informal Step of the grievance procedure. When requested by the employee, an Association representative may accompany the employee to satisfy the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

Section 6.2.2 Step II

If the employee is not satisfied with the informal resolution of the grievance, a written statement of the grievance shall be prepared, signed and delivered to the Vice President, Academic Affairs, Vice President, Human Resources or designee, whichever is appropriate, and to the Association President or designee. The written grievance shall

specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested. The Vice President, Academic Affairs, or Vice President, Human Resources or designee shall indicate the date received and immediately forward a copy to the Vice President, Human Resources and the President of the College. Within five (5) days after the written grievance is submitted, a meeting shall be held to resolve the grievance at a time mutually agreed to by all parties concerned, including an Association representative. The grievance will be answered in writing within five (5) days after such meeting. The Association will be given a copy of the supervisor's response, including the reasons for the decision.

Section 6.2.3 Step III

If the employee or the Association is not satisfied with the Second Step decision, the grievance shall be referred to the President or designee within ten (10) days after the receipt of the Step II answer. The President shall arrange with the grievant, an Association representative, President or his designee, and other appropriate administrative personnel for a meeting to take place within ten (10) days of his receipt of this appeal. Each party shall have the right to include in its representation witnesses who have some pertinent information or knowledge pertaining to said grievance. Within ten (10) days of the meeting, the grievant shall be provided with the President's written response. The Association will be given a copy of the response, including the reasons for the decision.

Section 6.2.4 Step IV

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to arbitration. If a demand for arbitration is not filed within twenty (20) days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators. Both the Association and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two arbitrators; the other party shall then strike two names. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.

Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association,

provided that each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall submit his recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs whichever is later.

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously raised with the other party prior to the arbitration.

Section 6.3 Bypass to President

If the Association and the President mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 6.4 Bypass to Arbitration

If the President and the Association mutually agree, a grievance may be submitted directly to arbitration.

Section 6.5 Released Time

In accordance with the provisions of this Contract, if any employee is required to attend a meeting or arbitration hearing detailed in Steps I, II, III, and IV, the grievant and/or Association representative will be released from regular assignment without loss of pay or benefits. Costs of substitutes, if needed, will be shared equally by the Association and the Board.

Section 6.6 Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

Section 6.7 Limitation on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final and binding by the Board, the Association, and the grievant, and all parties will abide it.

Section 6.8 Time Limits

No grievance shall be entertained or processed unless it is submitted within twenty (20) days after the grievant becomes aware of the event giving rise to the grievance. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.9 No Reprisals

No reprisal of any kind will be made against any grievant, witness, or other participant in the grievance procedure by reason of such participation.

ARTICLE VII

ENTIRE AGREEMENT

Section 7.0 Entire Agreement

This Agreement upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes: the complete and entire agreement between the parties. Any amendment or agreement supplement hereto shall not be binding upon either party unless voluntarily executed in writing by the parties.

ARTICLE VIII

NO STRIKE

Section 8.0 No Strikes

The Association agrees that during the term of this Agreement neither the Association nor any employee covered by this Agreement shall instigate, encourage or engage in any strike, sympathy strike, slowdown or any other intentional interruption of the operations of the College. Any or all employees who violate any of the provisions of this Section may be discharged or otherwise disciplined by the Board.

Section 8.1 No Lockouts

The Board agrees that during the duration of this Agreement, it shall not lock out its employees. There may be events of unusual circumstances such as excessive snow, epidemics, energy crises, acts of God, or a financial crisis which close down the College operations.

The Association shall upon notice from the Board or designee, immediately direct such employee(s) both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

ARTICLE IX

SAVINGS

Section 9.0 Savings

If any provision of this Agreement is at any time declared illegal, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law provided that in such event all other provision of this Agreement shall continue in effect.

ARTICLE X

LEAVE POLICIES

Section 10.0 Leave of Absence

Upon the President's recommendation, the Board may grant leave of absence without pay to full-time employees with at least three (3) consecutive years of full-time employment with the College. Such leave may be granted for, but not limited to, professional development, parental leaves, or special personal reasons.

An employee desiring a leave of absence should make written application at least three (3) months prior to the effective date of the leave. This application shall indicate the effective dates of the leave being requested. For leaves in excess of six (6) weeks, the employee shall give written notification, and submit the supporting documentation to the President, where applicable, of his interest in returning at least thirty (30) days prior to the leave termination.

A replacement may be employed to fill the leave of absence vacancy. Failure by the employee to notify the President of his/her intended return shall imply that no return is planned.

The employer, in granting a leave of absence of six (6) weeks or less, agrees that the employee will be returned to his position. The employer, in granting a leave of absence in excess of six (6) weeks, agrees that the employee will return to a position, if available, in which he is competent to render service. Upon return to employment, sick leave and experience credits earned prior to the leave shall be credited to the employee.

A full-time employee on leave of absence may continue his participation in the group

insurance program at his own expense to the extent provided by such insurance policies except when he enters other paid full-time employment during the leave. The granting of a leave of absence will be at the discretion of the Board. A refusal to grant such leave will not be subject to challenge through the Grievance Procedure.

Section 10.1 Personal Business Leave

A full-time employee shall be granted, without loss of pay or benefits, three (3) personal leave days per fiscal year for personal business that cannot be scheduled during an employee's non-working time. Unused personal leave may accumulate to twelve (12) personal leave days maximum. An employee may not receive personal leave pay for days the employee was not scheduled to work. Employees leaving the college will not be paid for unused personal days. Personal leave must be limited to no more than three (3) consecutive days. However, exceptions may be granted by the Vice President, Human Resources upon receipt of appropriate justification.

See attached Appendix entitled Sick Leave and Personal Business Leave. To be eligible for such leave, the employee shall have prior written approval from his supervising administrator, except in emergency situations, in which case the employee shall contact the supervising administrator and obtain oral approval for such leave. Personal business leave may not be taken in increments of less than one-half (1/2) hour.

The use of personal business leave for a duty day immediately before or after all other vacation or holidays shall be limited by the immediate supervisor if more than one request is received. Personal business leave may not interfere with scheduled College functions. Personal business leave may not be used consecutively, except with the approval of the immediate supervisor.

Section 10.2 Military Leave

Full-time employees who are members of the National Guard, or any organized Reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which requires periods of training are permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active State or Federal service. Such absences are allowed in addition to regular vacation leave and will be taken without pay.

Section 10.3 Religious Leave

Religious days with pay and benefits may be granted, with the prior written approval of the Vice President, Academic Affairs or Vice President, Human Resources to full-time employees who wish to observe commonly recognized holidays of their religious faith which conflict with their normal work day.

Section 10.4 Required Court Appearance Leaves

Full-time employees shall be granted leave to appear in court as a member of a jury, or if the employee is issued and receives a subpoena to appear in court. Such leave shall be granted without loss of pay or benefits.

Compensation received for such court appearances shall be turned in to the Business Office if such pay is earned during the contractually defined day of service for that employee. Travel expenses, however, shall be retained by the employee. Full-time employees shall return to their working assignments during a day of service when their presence in court is no longer required.

Section 10.5 Bereavement Leave

All full-time employees shall be granted bereavement leave without loss of pay under the following terms and conditions:

Three Days Leave at Full Pay - For a death within the immediate family, which includes the employee's spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, stepparent, or member of the household if the employee attends the funeral. Two additional days, if necessary, may be charged to available personal business leave or sick leave.

One Day Leave at Full Pay - For a death of near relative or relative by marriage, which includes the employee's great-grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or first cousin if the employee attends the funeral. One additional day, if necessary, may be charged to available personal business leave or sick leave.

Section 10.6 Medical Disability Leave

Upon the President's recommendation, the Board may grant a one (1) year leave of absence without pay due to medical or physical disability to full-time employees who have served a minimum of six (6) months active service. Requests for leave of absence due to medical or physical disability shall be made to the President as soon as possible before the termination of sick leave when it appears that the disability will extend beyond that period.

Full-time employees on approved leave of absence due to medical or physical disability may continue to participate in the group insurance program and may continue optional programs at his discretion and expense.

The employer in granting a leave of absence of six (6) weeks or less agrees that the employee will be returned to his position. The employer in granting a leave of absence in excess of six (6) weeks agrees that the employee will return to a position, if available, in which he is competent to render service. Upon return to employment, sick leave and experience credits earned prior to the leave shall be credited to the employee. Please

consult the Vice President, Human Resources on all questions regarding disabilities including Family & Medical Leave Act.

Section 10.7 Sick Leave

All full-time employees shall be entitled to a total of thirteen (13) sick leave days per college year, or 1.083 days per each month of employment, without loss of pay or benefits. Part-time employees will receive a pro-rated portion for their sick leave. See attached Appendix entitled Sick Leave / Personal Business Leave.

If, during the college year, a full-time employee does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate to a maximum of 300 days on a twelve-month employment basis. Sick leave may not be taken in increments of less than one-half (1/2) hour.

Unless there are extenuating circumstances, an employee wishing to use sick leave, must call in one (1) hour or more ahead of their scheduled start time; or if the leave is taken in the middle of a shift, an hour or more before leaving. If less than one (1) hour notice is given, the employee must provide a physician statement to substantiate the absence as sick leave, or the absence will be paid as vacation leave.

An employee will be granted four (4) vacation hours following a month in which they use no sick leave hours. If a supervisor determines an employee is too sick to safely work, that supervisor has the right to send the employee home on sick leave.

Sick leave shall be interpreted to mean the personal illness, treatment, diagnostic services, quarantine at home or residence, or serious illness in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) or members of the household and absence for armed forces physical examinations.

The Board may require a physician's certificate, or, if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Childbirth is classified as a temporary disability. Therefore, an employee may elect to use her accumulated sick leave earned prior to such authorized leave during childbirth and recovery without loss of pay or benefits. If the employee elects to use her sick leave during pregnancy, she shall return to work after her sick leave has expired, unless she is granted a maternity leave. A full-time employee may use any combination of sick leave and maternity leave which shall not exceed twelve (12) months. Any absence beyond sick leave shall be without pay or benefits.

Section 10.8 Maternity Leave

Maternity leave shall be granted without pay for a period not in excess of twelve (12) months. A combination of sick leave and maternity leave shall not exceed twelve (12) months.

Requests for maternity leaves shall be submitted in writing to the immediate supervisor and appropriate Vice President/Dean or designee at least sixty (60) days prior to the effective date.

For leaves in excess of six (6) weeks, written notification of intent to return to work, accompanied by a physician's certificate, shall be made to the appropriate Vice President/Dean by the full-time employee thirty (30) days prior to her reinstatement at the beginning of a semester.

The employer in granting a leave of absence of six (6) weeks or less agrees that the employee will be returned to her position. The employer in granting a leave of absence in excess of six (6) weeks agrees that the employee will be returned to a position, if available, in which she is competent to render service. Upon return to employment, sick leave and experience credits earned prior to the leave shall be credited to the employee.

The full-time employee shall return with the full employment rights earned prior to such leave. A full-time employee on maternity leave may continue her participation in the group insurance program at her own expense at the rate applicable for the period covering the leave. Please consult the Vice President, Human Resources on all questions regarding maternity leaves, including Family & Medical Leave Act.

Section 10.9 Occupational Disabilities

If a period of absence is the result of an occupational injury that is covered by workers compensation insurance, the employee's accumulated sick leave will be charged for:

- A. The days during the workers compensation waiting period if applicable and
- B. For the partial day's wages that are not paid by the worker compensation insurance.

Service credit will continue to accrue toward the salary schedule. Employment seniority will continue to accrue to the employee. The employee may also use his accumulated vacation leave earned prior to the disability. Employees will not earn additional accumulated sick leave or vacation leave during a period of absence due to a disability.

Section 10.10 Vacation Leave

Full-time 52 week employees shall earn paid vacation leave at the rate:

One-half day (1/2) per month from the date of beginning full-time continuous employment until the first July 1 following one full year of employment.

(Example: An employee who commences work on March 1, 2002 would earn one-half day (1/2) per month through June 30, 2003. Then the employee would earn .916 as described in the next step.)

.916 of a day per month (11 days per year) will be earned by employees, per fiscal year, commencing the first July 1 following the completion of one full year of continuous full-time employment.

1.33 days per month (16 days per year) will be earned by employees, per fiscal year, commencing the first July 1 following the completion of seven (7) full years of continuous full-time employment.

1.416 days per month (17 days per year) will be earned by employees, per fiscal year, commencing the first July 1 following the completion of twenty (20) full years of continuous full-time employment.

Days of service intervening Christmas Day and New Year's Day shall not be considered as earned vacation days and are not deducted nor included in the annual total.

For approved work performed on holidays, the employee shall be paid two (2) times his/her straight-hourly rate.

Vacation leave must be scheduled and approved through the immediate supervisor. Vacation leave may be taken by non-probationary employees any time during the year with approval of the immediate supervisor. A probationary employee who has earned vacation leave shall be ineligible to use such leave until the employee has successfully completed his or her probationary period, unless this condition is waived in a specific instance by the College President or his designee. Vacation leave may not be taken in increments of less than one-half (1/2) hour.

Vacation leave may not accumulate beyond thirty (30) days.

The College shall deduct from the final payroll check the daily rate of pay for each day of vacation leave taken in excess of vacation days earned prior to termination of employment.

Unused earned vacation leave, to a maximum of thirty (30) days, is payable upon termination, resignation, retirement, or death-in-service at 100% of the employee's daily pay rate as specified in the employee's Contract or employment agreement.

ARTICLE XI

EMPLOYMENT CONDITIONS

Section 11.0 Days of Service

Employees are expected to be completing their job duties on campus for each day of service specified in their employment Contract unless they have received approved leave, travel, compensatory time, or are working at other pre-approved College activities away from the campus.

Section 11.1 Closings

There may be events of unusual circumstances, such as excessive snow, epidemics, energy crises, or acts of God which close down the College operations. It may be necessary to schedule make-up days, for which no additional compensation will be paid. However, employees will be paid for such closing(s) if they are a day of service within their employment agreement.

Employees not deemed essential personnel who work on any one of the three shifts when the other two have been canceled due to any of the unusual circumstances noted above will not receive additional compensation.

Essential personnel are those who are instructed by their supervisor and authorized by the Vice President, Human Resources to report for duty to perform services essential to the College. Examples of essential duties include, but are not limited to, snow removal, emergency repairs and setup of facilities for special activities.

In the event of inclement weather and an employee is unable to report to work, the employee will have the option to be paid through leave time hours (personal or vacation hours) or the employee may elect to make up the missed time. If an employee elects to make up the absence due to inclement weather, the supervisor must approve the employee's scheduled make up time and it must occur within two (2) weeks of the absence.

Section 11.2 Workweek

The normal workweek for full-time employees shall consist of 40 hours work performed within a 5-day (8 consecutive hours each) continuous period. The 40 hours excludes non-paid lunch periods and will begin at the employee's scheduled starting time. Employees' summer hours may be changed to accommodate the scheduling of instructional programs. Employees who are assigned to work Tuesday through Saturday, will receive paid holidays as follows: Holidays observed by the Board and listed under Section 11.6, which occur on a Monday, will be observed the following Tuesday provided that Tuesday is indeed a day of service for the employee.

Employees may request an adjustment in an individual shift and such may be approved at the sole discretion of the supervisor.

Section 11.3 Compensation for Work between Christmas and New Year's Day

In the event the Board assigns any or all employees to work between Christmas and New Year's Day, such employees shall have the option to be paid time and one-half (1½) their straight time hourly rate **or** be paid at their straight time hourly rate for all assigned work performed during such period, and earn one floating holiday for each eight (8) hour day, or a portion thereof, actually worked during this period. (E.g., if an employee works one eight (8) hour day between Christmas and New Year's Day, then such employee shall receive 8 hours pay and earn one floating holiday.) Prior to the employee's non-bargaining unit supervisor assigning the employee to work between Christmas and New Year's Day, the assignment must be approved by the College Cabinet. An employee's use of a floating holiday shall be subject to advanced approval by the employee's immediate non-bargaining unit supervisor. The employee should be notified he/she will be assigned to work between Christmas and New Year's Day as soon as possible after the final academic calendar is established. The academic calendar will not be the sole source of determining the need for employees to work between Christmas and New Year's Day; therefore, advance notice will vary in length.

In the event of a conflict between this section and any other provision of this Agreement, this Section shall govern. Except as expressly provided in this Section and Section 11.6 Overtime, an employee shall not be entitled to any other compensation for work performed between Christmas and New Year's Day.

Section 11.4 Lunch Period

Employees working a period of more than 4 hours will be allowed a lunch period near the midpoint of the workday; no lunch period shall be provided for employees working 4 hours or less. Lunch periods are not part of the workweek. Child Care Center personnel are expected to have lunch with the children as part of their normal workday.

Section 11.5 Rest Period

Employees working 8 hours per day are entitled to two 15 minute rest periods, one of which must be taken during each 4 hour period of work subject to supervisory approval.

Employees who regularly work more than 4 consecutive hours but less than 8 hours or who are assigned to work overtime for a continuous period of 4 hours or more shall be granted a rest period of 15 minutes. This time is not cumulative by the day or week.

Section 11.6 Overtime

Overtime for a full-time employee is defined as authorized time worked in excess of the regularly scheduled 8 hour work day (for part-time employees, all work in excess of

normal scheduled work day) or as work on all college-recognized holidays which fall within the employee's work schedule. Holidays are considered part of the workweek for purposes of computing overtime.

An employee shall be paid one and one-half times the total of the employee's straight time hourly rate for all hours worked in excess of an 8 hour work day, with advanced supervisor approval. Supervisor approved flexible schedule such as a Summer 10-hour days is excluded from overtime. Only advanced supervisor approved overtime is paid. Holiday overtime rate shall be two (2) times the straight time hourly rate for hours worked in excess of an 8 hour work day. The employee's regular work schedule shall not be altered for the purpose of avoiding the payment of overtime.

Employees shall be expected to perform any reasonable amounts of overtime work assigned to them. It is the responsibility of the immediate supervisor to distribute overtime equally among employees who have the necessary skills in a given area. At the employee's option remuneration for such time may consist of payment through payroll or equivalent compensatory time. See Section 11.9.4.

Section 11.6.1 Maintenance Scheduled Overtime

If a Maintenance employee is scheduled to work overtime and this is not a continuation of his/her regular shift, he/she will work a minimum of one (1) hour and may, upon mutual agreement between the employee and his/her supervisor, be allowed to work up to 3 hours. In addition to the scheduled work to be performed, the employee's supervisor shall assign duties to complete the 3 hours.

Section 11.7 Paid Holidays

The following days, if occurring on a work day, are considered as paid holidays for all full-time 52 week employees:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Spring Holiday
Friday, April 2, 2021, April 15, 2022, April 7, 2023 and March 29, 2024
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Days between Christmas Day and January 1 *
- Floating Holiday

Any or all of those holidays designated with an asterisk above may, at the Board's sole option, be replaced, if the College is in session, with a floating holiday. In such event, employees otherwise eligible for holiday pay may schedule and use a floating holiday. An employee's use of a floating holiday shall be subject to advance approval by the employee's immediate non-bargaining unit supervisor. Unused floating holidays shall not accumulate beyond the end of the following fiscal year.

The days between Christmas and January 1 are paid days with additional time off for 52 week full-time employees. These days are in addition to vacation days. Employees shall suffer no loss in pay.

Holidays occurring on a Sunday will be observed the following Monday.

Holidays occurring on Saturday will be observed the immediate preceding Friday.

Full-time employees working less than 52 weeks will be allowed the above listed holidays occurring within the inclusive date of their contract period and must be regularly scheduled to work the last working day before and the first working day after the holiday. These employees will not work during spring break unless by mutual agreement between the employee and the employer, nor will they be paid for spring break unless they work during that time.

Holidays are considered days of service and will be used to establish a daily rate of pay. Only the holidays occurring within an individual's Contract (term of employment) will be counted.

Part-time employees who work less than 20 hours per week shall not be granted pay for any holiday.

Part-time employees who are scheduled to work 20 hours or more are entitled to prorated holiday pay.

No work schedule shall be altered the week of a holiday for an employee to receive holiday pay. The employee must be regularly scheduled to work the last working day before and the first working day after the holiday.

Section 11.8 Eligibility for Fringe Benefits-Part-Time Employees

Persons employed for at least 20 hours per week, with a continuing Contract, with specified hours per day are entitled to sick leave, bereavement leave, personal leave and holiday pay (when such days fall within the employee's work schedule) comparable to the employee's work day, and waivers of tuition and course fees for credit classes, in accordance with Section 13.6 of this Contract. Part-time temporary hourly employees and substitute personnel are not eligible for fringe benefits.

Section 11.9 Seniority

Section 11.9.1 Seniority and Reduction in Force

Definition of Seniority:

Full-Time Employees:

The seniority of full-time employees shall be based upon their most recent date of beginning full-time employment by the Board.

Part-Time Employees:

The seniority of part-time employees shall be based upon their most recent date of beginning continuous part-time employment by the Board.

Conversion of Part-Time to Full-Time Employment:

If a part-time employee receives an appointment from the Board to a position entailing continuous full-time employment shall, for purposes of full-time seniority, receive seniority credit for their part-time service as follows:

1-500 contracted hours/per year = 1/4 year
501-1000 contracted hours/per year = 1/2 year
1001-1500 contracted hours/per year = 3/4 year
Greater than 1501 contracted hours/per year = 1 year
Credit for part-time service shall begin July 1, 1991.

Probationary Status

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of 90 calendar days.

Notwithstanding any provision of this Agreement, during an employee's probationary period the employee may be suspended, dismissed or laid-off with or without cause at the sole discretion of the Board or College President or his/her designee. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of any probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Board in a position covered by this Agreement.

Conflicts of Seniority

Conflicts of seniority among full-time employees with the same seniority date shall be

resolved on the basis of the earliest date the initial Contract of full-time employment was approved by the Board of Trustees.

Conflicts of seniority among part-time employees with the same seniority date shall be resolved on the basis of the earliest date the initial Contract of part-time employment was approved by the Board of Trustees.

If a tie exists between two or more employees having the same date of beginning continuous full-time employment by the Board or if a tie exists between two or more employees having the same date of beginning continuous part-time employment by the Board, the method used to determine order of seniority is as follows:

The last digit of the employee's Social Security number will determine order of seniority with the lowest digit indicating the employee who is senior. Zero will be the lowest digit and nine the highest.

Seniority does not accumulate during a full-time employee's or a part-time employee's unpaid leave of absence. Seniority accumulated prior to the start of such unpaid leave of absence or layoff shall remain unaffected.

Exhibit A to this Agreement is the seniority list, dated July 1 or the date of the ratification by the Association and approval by the Board, whichever occurs later, which sets forth the most recent date of beginning continuous full-time employment for each full-time employee and which sets forth the most recent date of beginning continuous part-time employment for each part-time employee then employed by the Board. The Board will not be responsible for any errors in this list unless such errors are brought to the attention of the Board in writing by the Association within 25 calendar days following the date the Association ratifies this Agreement or the Board of Trustees approves it, whichever comes later.

During the first full work week following January 1 of each year, the Board will send lists setting forth the most recent date of beginning continuous employment for each full-time and part-time Association member then employed by the Board to the Association President. The Board will not be responsible for any errors in the updated list unless such errors are brought to the attention of the Board in writing by the Association within 25 calendar days following the distribution of the updated list.

Reduction in Force:

The Board, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off as follows:

- (a) All probationary employees in a job classification to be reduced will be first laid off or terminated, as determined by the Board, provided that the employees who are retained possess the education, demonstrated skill and ability and requisite

training to perform the work in a full satisfactory manner without training, as determined by the Board. This determination shall be made in recognition that it may be necessary to provide a minimal amount of time to acquaint the employee to the position, but it is understood and acknowledged by the Association and the Board that the employee must be able to perform the required work.

- (b) If a further reduction is required, the least senior employee(s) in the affected job classification shall be removed first from such classification provided that the more senior employee(s) shall be of relatively equal skill, ability, experience and physical fitness to perform the work to be done.
- (c) If a full-time, non-probationary employee is laid off, he or she may bump another less senior full-time employee in the same or lower rated job level provided he or she possesses the education, demonstrated skill and abilities and requisite training to perform the work in a full satisfactory manner, without training as determined by the Board. The procedures for exercising such bumping shall be as follows:
 - (1) The more senior employee in a job level will bump the least senior employee in the same job level pursuant to paragraph (c), above.
 - (2) If the more senior employee is not qualified per paragraph (c), above, to bump the least senior in the same job level, the more senior employee may exercise bumping rights to the next least senior employee in the same job level and proceed bumping least senior employees in the same job level until qualified for a position.
 - (3) If the more senior employee cannot bump a less senior employee in the same job level as a result of lack of qualifications per paragraph (c), above, the more senior employee shall be permitted to bump the next less senior employee in the next lower job level, if qualified per paragraph (c), and continue to exercise the right to bump the next senior employee at this lower job level and proceed to the next lower job level to bump the next senior employee until qualified for a position.
 - (4) Any full-time non-probationary employee bumped by a more senior employee may exercise the same bumping rights following procedure number one, two and three above, subject to the qualifications set forth in paragraph (c), above.

A non-probationary employee may file a grievance pursuant to Article VI (Grievance Procedure) alleging violation of paragraphs (a), (b), or (c), above as to such employee.

- (d) An employee shall be given at least fourteen calendar days notice of his or her layoff by certified mail, return receipt requested, directed to the employee's last known address.

- (e) The full-time non-probationary employee will not be required to bump into a position according to the procedures identified in paragraph c subparagraphs 1., 2., 3., 4., if the position to be bumped into is not assigned at least an equal number of work weeks on an annual basis.
- (f) If a full-time non-probationary employee by exercising his or her bumping rights according to the Reduction in Force section is assigned to a job level lower than that which he or she presently holds, the employee will have their annual salary reduced by the difference in the minimums of the job levels.

Example: If an employee presently holds a job classification (level 3) and by exercising her or his bumping rights, is now assigned to a job classification (level 2) would have, assuming the individual is a 52 week employee, his or her annual salary is reduced by the difference in the minimums of the two levels.

Effects of Layoff

If the Board exercises its right to implement a reduction in force, then a laid off full-time employee with recall rights shall have the following rights:

- (a) the right to maintain insurance coverage under the College's insurance program by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- (b) the right to be recalled in the inverse order of layoff, provided the Board determines the employee is competent to render services in the position.
- (c) the right to have accrued sick leave and accumulated seniority restored if the employee is recalled.
- (d) the right to be paid for all earned but unused vacation within thirty (30) calendar days following the day an employee is laid off.

Termination of Seniority:

Seniority and employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;
- (b) is dismissed in accordance with this Agreement;
- (c) is retired;

- (d) is laid off for a period of 24 consecutive months;
- (e) fails to respond to notification of recall within 14 calendar days of its receipt or within 20 calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the employee. It shall be the responsibility of the employee to advise the Vice-President, Human Resources in writing of his/her latest address;
- (f) falsifies the reason for a leave of absence or is found to be working during a leave of absence where working is inconsistent with the purpose for which the leave is granted;
- (g) fails to report to work at the conclusion of an authorized leave of absence;
- (h) is absent for two (2) consecutive days without notifying the Employer unless the employee is able to prove to the Employer's satisfaction that there were extraordinary circumstances which made it impossible for the employee to so notify the Employer.

Section 11.9.2 Department Seniority

Full-time Employees shall accrue seniority in a particular department dating from the date of initial assignment or transfer to that department.

Section 11.9.3 Awarding Vacation Time

In the event more than one individual applies for vacation leave for the same time, seniority in a department shall be the determining factor. An employee shall submit a written request to the immediate supervisor for pre-approval for the vacation time.

Section 11.9.4 Assignment of Departmental Overtime

Management has the right to assign overtime. Except as otherwise provided herein, departmental overtime will be offered on rotating basis beginning with the most senior employee in the department, provided there is no significant difference in ability, qualifications, performance, and need of the College as determined by the immediate supervisor.

Management will maintain a list of overtime hours worked or refused by those employees in Maintenance and Building Services Departments. No other department shall be required to maintain a list of overtime hours worked or refused by employees. Excluded from the list of overtime shall be any employee called in for Emergencies or Boiler call-ins.

The overtime assignments will be offered by week or weeks of time when practical, as

determined by the supervisor. The supervisor will offer the overtime on a daily rotation basis within the week or weeks. {See Exhibit 11.9.4 (A).}

In the event of a violation of this section, the sole remedy shall be to offer the employee who missed the overtime, with the opportunity to work an equal amount of overtime to correct the violation.

In an emergency situation, or in the opinion of the immediate supervisor, when there is not adequate time to offer the overtime on a daily rotating basis, the overtime may be assigned to any qualified employee.

EXHIBIT 11.9.4 (A)

Example: Overtime offered for a one week period of time, assigning and offering one Building Services Attendant (BSA) or Maintenance employee per day overtime.

Estimated number of overtime hours ____per day.
 Estimated number of employees needed ____per day.

Most Senior

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BSA 1	NO			NO	
BSA 2	NO			NO	
BSA 3	YES			YES	
BSA 4		NO			NO
BSA 5		YES			YES
BSA 6			NO		
BSA 7			NO		
BSA 8			YES		
BSA 9				NO	
BSA 10				NO	

Example: If BSA 6 resigns, BSA 7, BSA 8, BSA 9 would be elevated one position (BSA 7 would become BSA 6, etc.) And the newly hired BSA employee, who would be the least senior in the department, would become BSA 10. See Section 11.6.

Section 11.9.5 Shift Assignments

Departmental seniority will be a determining factor in considering shift assignments provided there is no significant difference in ability and qualifications, in the judgment of the immediate supervisor.

Employees have the right to request a change in the shift assignment when a vacancy exists. In the event an employee is denied a shift change the immediate supervisor shall submit to the employee a written reply setting forth the reasons for the denial.

Section 11.9.6 On Call Assignments

Maintenance employees who are required to carry a cell phone and are also called-in to perform emergency maintenance duties shall punch the time clock upon arrival and completion of the duties. Compensation shall be a minimum of three (3) hours of overtime at time and one-half pay per each call-in to perform emergency maintenance duties. The employees will also receive round trip mileage, per College procedures, from their home to campus when he/she is called in.

Maintenance employees who are scheduled to work between Christmas and New Year's Day shall be paid one and one-half times (1½) the employee's hourly rate for hours worked. The Maintenance employee's supervisor shall make every effort to assign duties to complete the three (3) hours minimum compensation.

Section 11.10 Notice of Vacancies

The Board shall announce, when possible, all vacant positions covered by this Agreement within the College and with outside agencies for a specified period of time. Notice of each vacancy shall be given to the Association President and posted in each building.

Section 11.11 Reporting Absences

All employee absences which have not been approved by the employee's supervisor must be reported by the employee, to the immediate supervisor, as early as possible but no later than prior to the start of the working time/shift.

Building Service Attendants will call their immediate supervisor at (217) 443-8832 and either speak directly to the supervisor or leave a recorded and complete message stating name, date, time and nature of absence from work. Acceptable calls are only calls to report a personal emergency or sickness occurring on the day of the call being placed.

Building Service Attendants who work a staggered shift reporting to work after the beginning of first shift will report their absence to the Executive Director of Maintenance and Facilities (217) 443-8832.

In cases of serious illness or accidental injuries, which prohibit an employee from physically calling his/her immediate supervisor, such absences, under unusual circumstances, may be reported by family members.

Section 11.12 Transfers

A transfer is defined as the assignment of an employee from one position within the College to another. Employees transferred shall maintain their seniority. See Section 11.9 (Seniority). An employee may be transferred in accordance with the following procedures: All permanent vacancies will be announced by the Board or its designee in

accordance with Section 11.10 (Vacancies). All temporary vacancies will be announced to the Association President by the Vice President, Human Resources.

Voluntary Transfers

1. All employees, who desire, will be allowed to apply when a vacancy exists and must complete application procedures and specify the position for which he/she requests to be transferred. Bargaining Unit Members who meet the minimum qualifications of an open position shall be granted an interview.
2. The Board, or its designee, will inform the employee, in writing, of approval or denial, and the reasons therefore, of his/her transfer request. Such notification shall be made within ten (10) working days of the Board action filling such position.
3. If the transfer is to a position of a different job classification level, the employee's salary will be adjusted by the amount of the difference in the salary minimums between the levels. If the transfer results in an employee working in two different job class levels, then the increment will be prorated by the annual percentage of the time working in the new job level if less than 100%. Example: Employee's current job classification is a Level 3 and he/she is transferred to a Level 4 for 75% of the time beginning July 1. If the difference between the minimum salary levels is \$1,000, for example, then the salary adjustment would equal \$750.

Involuntary Transfers

1. The Board, or its designee, shall notify the employee(s) of the department(s) or area(s) involved in the potential transfer of specific employee(s). The Board, or its designee, shall notify the Association President.
2. The said employee(s) in the department(s) or area(s) involved may present his/her views and recommendations to the Board or its designee.
3. If the transfer is to a position of a higher job classification level, the employee's salary will be adjusted by the amount of the difference in the salary minimums between the levels. If the transfer results in an employee working in two different job class levels, the increment will be prorated by the annual percentage of the time working in the new job level if less than 100%. Example: Employee's current job classification is a Level 3 and he/she is transferred to a Level 4 for 75% of the time beginning July 1. If the difference between the minimum salary level is \$1,000, for example, then the salary adjustment would equal \$750.
4. If the transfer is to a position in a lower job classification the employee's salary will not be adjusted.

Section 11.13 Safety

The Safety Committee has been replaced by the Continuous Quality Improvement Initiative (Teams and Quality Council) and every classified employee is encouraged and welcomed to participate and/or attend any meeting.

The college values the safety and security of employees. The college will never intentionally require an employee to work in an unsafe working condition. Any safety concerns should be immediately reported to college administration.

Section 11.14 Contracts for Child Development Center Teaching Associates

The Board may, at its sole option, employ any or all of the Teaching Associates in the Child Development Center (CDC) for up to fifty-two (52) weeks during any fiscal year, with no obligation to renew employment for the same number of weeks for the following fiscal year. The Board will, if practical, attempt to notify CDC Teaching Associates if they will not be employed for fifty-two (52) weeks by May 1 of each year.

Nothing in this Section shall be construed as a limitation on the Board's right to layoff, discipline or discharge employees at any time in accordance with remaining applicable provisions of this Agreement.

Section 11.15 Testing of Current Employees

The Board shall have the right to administer validated assessment testing, during normal working hours, (where possible) of employees who are requesting to be considered for a position which requires different qualifications than the position they currently hold. Employees whose assessment results do not demonstrate that they possess the desired qualifications will not be automatically eliminated from consideration. The Board will not administer testing on a lateral move (same level) to a position with the same qualifications.

The Board reserves the right to determine the test criteria.

Section 11.16 Physical Examinations

If required as a condition of continued employment by the College, an accredited or State agency, the College will pay for the physical examination when the employee has obtained prior approval from the Vice President, Human Resources. The exam will be conducted by a doctor chosen by the College at no expense to the employee. If the employee chooses his/her own doctor it will be at his/her own expense.

ARTICLE XII

EMPLOYEE TERMINATION

Section 12.0 Resignation

If an employee elects to resign from the College in good standing, the employee must file a written resignation with the employee's immediate supervisor and with the Vice-President, Human Resources, giving notice no less than ten (10) working days prior to the date of resignation. Prior to receipt of final compensation, the employee must return all materials, equipment, and College property to his immediate supervisor. In the event that a full ten (10) working days notice is not given the employee may forfeit all separation privileges.

Section 12.1 Employee Discipline/Termination

Any employee may be suspended or dismissed during the term of this Agreement for just cause.

Section 12.1.1 Employee Discipline

A first offense for certain misconduct which is of a serious nature will result in immediate discharge without prior warning. For other types of misconduct which are less serious, the Board may, at its discretion, choose to utilize progressive disciplinary action to give errant employees a chance to correct their behavior. When, in the judgment of the College President, or designee, just cause exists, the College President, or designee, may suspend any employee for a period not to exceed ten (10) working days. The Association President will be kept informed as soon as feasible of any disciplinary procedures. The Board may skip steps or repeat steps, depending on the circumstances, but the basic progressive disciplinary process includes:

1. Oral warning.
2. Written warning, usually with counseling from the employee's immediate supervisor.
3. Suspension with or without pay.
4. Termination.

Employees may be disciplined for a variety of reasons, some of which are listed below. The list is not all-inclusive, and the College reserves the right to discipline and discharge employees for unacceptable conduct not listed below. The Association President will be kept informed as soon as feasible of any disciplinary procedures. Possible reasons for discipline include:

- Failure to report.
- Demonstrated failure to perform assignments, duties and responsibilities.

- Conviction of a felony.
- Willful damage to College property or failure to protect College property adequately.
- Willful falsification of resources.
- Gross insubordination.
- Serious breach of confidentiality.
- Incompetence, cruelty, negligence or immorality.
- Excessive Absences covered in Section 12.1.3.

Except as otherwise provided herein, the President or his/her authorized designee is empowered to impose discipline at his discretion, which may become effective immediately upon appropriate notice to the employee. If a complaint of serious misconduct is made against an employee, the President or his/her designee may suspend that employee with pay pending an investigation. The suspension with pay shall be for the purpose of investigating any charges and may continue until the investigation is complete. In the event that the President determines that the charges are without merit, no reference to the suspension shall remain in the employee's personnel file.

Disciplinary action will be removed from the employee's personnel file after ten years from the date of issuance, providing that no other discipline has occurred.

Section 12.1.2 Employee Termination

When it is recommended by the College President that any employee be terminated for just cause, the employee and the Association President shall be notified as to the termination recommendation by written notification, which need not contain the cause(s) for termination, of at least forty-eight (48) hours prior to the termination.

Section 12.1.3 Unearned / Unapproved Leave Without Pay and Related Discipline

Effective July 1, 2005, a Classified Staff Association employee who has exhausted his/her sick leave, personal business leave, and vacation leave (if applicable) and who is not otherwise eligible for Board approved leave, may receive progressive disciplinary action as follows:

- 1st day of unapproved leave: Verbal Warning
- 2nd day of unapproved leave: Written Warning
- 3rd day of unapproved leave: 3 day disciplinary suspension without pay.
- 4th day of unapproved leave: 10 day disciplinary suspension without pay.
- 5th day of unapproved leave: Termination

Section 12.2 Sick Leave Before Resignation/Termination

An employee shall not be paid for sick leave for days absent immediately preceding resignation or termination of employment unless a physician's certificate is presented if requested by a supervisor.

Section 12.3 Payment for Unused Accumulated Sick Leave

Danville Area Community College employees retiring with at least ten (10) years of full-time or the equivalent years of service to Danville Area Community College will be paid ten dollars (\$10.00) per day or a maximum of two hundred dollars (\$200.00) for accumulated sick leave not applied for service credit in SURS.

ARTICLE XIII

COMPENSATION

Section 13.0 General Statement

Total compensation at Danville Area Community College for employees shall consist of base salary, payroll deduction and tax sheltering of SURS (State Universities Retirement System) contributions, Term Life Insurance, Accidental Death & Dismemberment Insurance, Health Insurance, Short-term disability and Long-term disability, and deduction of Medicare (for those individuals hired after April 1, 1986.)

Section 13.1 Terms of Insurance Policies

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Questions concerning the administration of said insurance policies shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 13.2 Insurance Committee

The College Health Insurance Committee has been established by the Continuous Quality Improvement initiative (Teams and Quality Council) and every classified employee is encouraged and welcomed to participate and/or attend any meeting.

The College Health Insurance Committee shall have representatives appointed by the Association which shall be a permanent committee. This committee may review health insurance coverages and discuss proposed changes and recommend the consensus of the committee regarding any proposed changes in insurance carriers or coverages.

The purpose of this committee is to make recommendations to the Human, Financial, and Physical Resources Committee (which will present those recommendations to the President or his/her designee) and the Association concerning health insurance coverages and proposed changes.

This committee will not be a bargaining team.

The Board retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains the same.

The Board may change benefit levels upon the recommendation of The College Health Insurance Committee. The Board may also change insurance carriers provided it changes no other benefit levels other than those recommended by the Health Insurance Committee.

Section 13.3 Insurance Benefits

Subject to annual review and approval by the employer, the employer shall make available the following insurance to all full-time employees:

1. Health Insurance Policy
2. Term Life Insurance Policy
3. Accidental Death & Dismemberment Policy
4. Short-term Disability
5. Long-term Disability

Base Health Plan (BHP)- The Board agrees to pay one hundred percent (100%) of the single monthly premium for medical, dental and vision insurance.

High Deductible Health Plan (HDHP)- The Board agrees to pay one hundred percent (100%) of the HDHP single monthly premium for health, dental and vision insurance. The Board agrees to contribute \$1,000.00 into each employee's Health Savings Account (HSA) on the first business day of the new calendar year of this dated agreement. A new employee hired with a start date between January 1 – August 31, each year of this dated agreement will be eligible to receive the Board contribution of \$2,000.00 into the employee's HSA account upon the initial plan election. A new employee hired with a start date between September 1 – December 31, each year of this dated contract will be eligible to receive the Board contribution of \$1,000.00 in the employee's HSA account upon the initial plan election.

The Board agrees to contribute the difference between the Base Health Plan medical, dental and vision single monthly premium and the High Deductible Health Plan medical, dental and vision single monthly premium options elected by the employee, into the employee's Health Savings Account. The Board's monthly contribution per employee will not exceed the single monthly premium for medical, dental and vision of the Base Health Plan. If a new employee's start date is between the 1st and the 15th of the month, they will receive the entire college contribution for that month. If their hire date is between the 16th and the end of the month, they will receive 1/2 of the monthly contribution. Regardless of employment termination date, the employee will receive the entire college HSA contribution for that month. All Health Savings Account contributions will be subject to the maximum Internal Revenue Service limits and guidelines. All plan benefits are subject to the applicable laws and regulations.

The eligible employee shall pay any additional cost (Example: Dependent health insurance coverage), the amount of which shall be deducted from the employee's paycheck.

Employees may voluntarily waive health insurance coverage with documented proof of credible coverage on an alternate health insurance plan (for example: covered on spousal plan). A full-time employee may, in addition, elect to participate in other forms of insurance coverages set forth above, to the extent available, at his or her own expense.

In no circumstances would a cash payment be made to an employee in lieu of the Board's monthly insurance allowance.

Part-time employees may elect to participate at their own expense and to the extent available in the current health plan.

Section 13.4 Insurance Booklets

All eligible employees and those covered by insurance shall have access to an online document outlining the various insurance plans and their benefits.

Section 13.5 Insurance Policies Copies

The Board shall make available to the Association President copies of all insurance policies listed in 13.3.

Section 13.6 Tuition Waivers

All employees who work 20 hours or more per week with a continuing employment Contract at DACC shall be entitled a waiver of tuition, lab, and special course fees for any credit courses offered by the College, providing their enrollment in such courses does not conflict with their assigned working hours. Notification of intent to enroll in courses should be filed with the Vice President, Human Resources. Employees who work less than full-time but at least twenty (20) hours per week may be granted such a waiver for up to six (6) credit hours per semester or summer term.

The employee has the choice between enrolling in the Fitness Center as a credit class or a continuing education class.

An employee may be directed to enroll in a credit or non-credit course at the college by the Vice President, Academic Affairs in which case all tuition and course fees will be waived or paid by the college. If an employee is required to attend a course outside of his/her regularly scheduled working hours, then said employee shall be compensated at his/her applicable hourly rate for time spent attending the course.

Section 13.6.1 Tuition Reimbursement

Full-time employees may request consideration for remuneration of tuition expenses at an accredited four-year institution. Expenses will be figured per credit hour and reimbursed up to a maximum rate as stated below. Prior approval by the appropriate supervisor, Vice President or Dean, and evidence of successful completion are required. Tuition reimbursement forms must be completed prior to the beginning of the class and are available in the Human Resources office.

No reimbursement will be provided for credit or training which is obtained at College expense or which conflicts with a day of service. Credit hour tuition reimbursement will follow the Board Policy and procedures.

Section 13.7 Tuition Waivers for Dependents

The spouses and dependent children of full-time employees shall be entitled to enroll tuition free in credit courses. Applicable course fees will be paid by the individual. For the purposes of this section, dependent children are those children who meet two of the following three criteria: children claimed as dependent for federal income tax purposes, children living in the employee's home, children under the age of 25.

Section 13.8 Shift Differential

Full-time third shift employees shall be paid an extra \$.40 per hour and second shift employees an extra \$.35 per hour in addition to regular pay for all work performed on said shift (which includes any approved paid day). A full-time employee shall work at least four (4) hours of the second or third shift to be eligible for shift differential.

First shift starts between 6:00 a.m. and 9:00 a.m., second shift starts at 12:00 p.m. or after, and third starts at 10:45 p.m. An employee who is requested to temporarily take the place of another employee on a different shift shall suffer no loss in wages including shift premiums during the temporary assignment.

Any employee who is requested to temporarily take the place of another employee for a full eight hour shift or a partial shift on a continuing basis, which pays a shift differential or a higher amount in shift differential, shall be paid the higher shift differential rate.

Section 13.9 Classification Review

A joint committee of classified staff and administrators will review an employee's request for a classification review. The President of the Classified Staff Association will appoint three members to the committee and the President of the College will appoint three members to the committee. If a classification change is recommended by the committee, the recommendation is subject to approval by the President of the College and

the Board of Trustees.

Section 13.10 Full-Time Classified Employees' Salary Schedule

The following tables set forth the minimum annual salaries for full-time employees.

Full time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2020 shall receive a 3.0% increase on their annual base salary. The increase shall become effective July 1, 2020.

Employees with 5 or more years of service on July 1, 2020 shall receive \$250.00 stipend.

<u>Level</u>	<u>New Hire Minimum</u> <u>2020-2021</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2020-2021</u>
5	\$33,662	\$36,053
4	\$32,348	\$34,646
3	\$31,032	\$33,236
2	\$29,718	\$31,828
1	\$28,402	\$30,420

Full time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2021 shall receive a 3% increase on their annual base salary. The increase shall become effective July 1, 2021.

Employees having reached a five (5) year service anniversary milestone during the previous twelve (12) months shall have \$500.00 added to base salary.

<u>Level</u>	<u>New Hire Minimum</u> <u>2021-2022</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2021-2022</u>
5	\$34,335	\$37,135
4	\$32,995	\$35,685
3	\$31,653	\$34,233
2	\$30,312	\$32,783
1	\$28,970	\$31,333

Full time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2022 shall receive a 3% increase on their annual base salary. The increase shall become effective July 1, 2022.

Employees having reached a five (5) year service anniversary milestone during the previous twelve (12) months shall have \$500.00 added to base salary.

<u>Level</u>	<u>New Hire Minimum</u> <u>2022-2023</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2022-2023</u>
5	\$35,022	\$38,249
4	\$33,655	\$36,756
3	\$32,286	\$35,260
2	\$30,918	\$33,766
1	\$29,549	\$32,273

Full time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2023 shall receive a 3% increase on their annual base salary. The increase shall become effective July 1, 2023.

Employees having reached a five (5) year service anniversary milestone during the previous twelve (12) months shall have \$500.00 added to base salary.

<u>Level</u>	<u>New Hire Minimum</u> <u>2023-2024</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2023-2024</u>
5	\$35,722	\$39,396
4	\$34,328	\$37,859
3	\$32,932	\$36,318
2	\$31,537	\$34,779
1	\$30,140	\$33,241

Section 13.10.1 Salary for Continuing Part-Time Employees

The following tables set forth the hourly rate for part time employees:

Continuing part-time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2020 shall receive a 3.0% increase on their hourly rate. The increase shall become effective July 1, 2020.

Employees with 5 or more years of service on July 1, 2020 shall receive \$250.00 stipend.

<u>Level</u>	<u>New Hire Minimum</u> <u>2020-2021</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2020-2021</u>
5	\$16.18	\$17.33
4	\$15.56	\$16.64
3	\$14.92	\$15.98
2	\$14.29	\$15.31
1	\$13.66	\$14.63

Continuing part-time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2021 shall receive a 3% increase on their hourly rate. The increase shall become effective July 1, 2021.

Employees having reached a five (5) year service anniversary milestone during the previous twelve (12) months shall have \$500.00 added to base salary.

<u>Level</u>	<u>New Hire Minimum</u> <u>2021-2022</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2021-2022</u>
5	\$16.50	\$17.85
4	\$15.87	\$17.14
3	\$15.22	\$16.45
2	\$14.58	\$15.76
1	\$13.93	\$15.06

Continuing part-time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2022 shall receive a 3% increase on their hourly rate. The increase shall become effective July 1, 2022.

Employees having reached a five (5) year service anniversary milestone during the previous twelve (12) months shall have \$500.00 added to base salary.

<u>Level</u>	<u>New Hire Minimum</u> <u>2022-2023</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2022-2023</u>
5	\$16.83	\$18.39
4	\$16.18	\$17.66
3	\$15.53	\$16.95
2	\$14.87	\$16.24
1	\$14.21	\$15.52

Continuing part-time employees who are covered by this agreement and who are employed by the Board and working as of July 1, 2023 shall receive a 3% increase on their hourly rate. The increase shall become effective July 1, 2023.

Employees having reached a five (5) year service anniversary milestone during the previous twelve (12) months shall have \$500.00 added to base salary.

<u>Level</u>	<u>New Hire Minimum</u> <u>2023-2024</u>	<u>Current Employee Minimum</u> <u>when one transitions to a different level</u> <u>2023-2024</u>
5	\$17.17	\$18.94
4	\$16.51	\$18.19
3	\$15.84	\$17.46
2	\$15.16	\$16.73
1	\$14.49	\$15.98

Section 13.11 Success Share Incentive

\$500.00 Success Share Incentive payment will be paid to all members of this Bargaining Unit if the annual credit hours increase by 2% or more compared to the previous fiscal year. The 2% credit hour increase is based on the “DACC Fiscal Year Enrollment Report- with Department of Corrections.” The incentive payment is prorated for members who retire prior to May 1st.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

Section 14.0 Negotiations Procedure

The negotiations procedure shall be in accordance with the Illinois Educational Labor Relations Act.

It is agreed that the parties will jointly request the assistance of the Federal Mediation and Conciliation Service (FMCS) if either party to the Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

ARTICLE XV

FORMAL PERFORMANCE EVALUATION PROCEDURE

Section 15.0 Information

All employees will be informed of the evaluation procedure and instrument to be used for performance evaluation. New employees shall be informed within the first ninety (90) days of employment of the procedure and instrument to be used.

Section 15.1 Timing

Classified employee performance shall be evaluated at least once (1) each school year.

Section 15.2 Self-Evaluation

The employee, at his/her option, may complete a self-evaluation prior to the evaluation conference. At the request of the employee the self-evaluation shall be placed in the employee's personnel file.

Section 15.3 Evaluation Conference

An evaluation conference shall be scheduled with the employee by the Supervisor prior to submission of the evaluation report to the Human Resources Office.

Section 15.4 Signature and Rebuttal

The employee shall be given a copy of the evaluation report which shall be signed by the employee. The employee's signature does not indicate agreement with the contents of the report. The employee shall have at least three working days to attach a rebuttal to the evaluation report prior to it being submitted to the Human Resources Office.

ARTICLE XVI

TERM OF AGREEMENT

Section 16.0

This Agreement shall be in effect as of 1st day of July, 2020 and shall remain in full force and effect until the 30th day of June, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of June 25,, 2020.

**BOARD OF TRUSTEE
DANVILLE AREA
COMMUNITY COLLEGE**

**CLASSIFIED STAFF
ASSOCIATION IEA/NEA
DISTRICT 507**

By *Dan W. Healy*

By *Suzanna Aguirre*

Bargaining Team Members

Bargaining Team Members

John W. ...
Jill Crumore
...
Johnny J. Betancourt

Brenda Tuggle
Lisa Osborne
...
Suzanna Aguirre

MEMORANDUM OF AGREEMENT
(SURS AND PA 94-0004)

This Memorandum of Agreement is entered into by and between the Board of Trustees of Danville Area Community College District No. 507 (hereinafter referred to as the "Board") and the Danville Area Community Classified Association, IEA/NEA.

The parties agree as follows:

If a classified staff member is promoted into a position not covered by the new Civil Service Classification system for community colleges being developed by the Illinois Community College Board, then any increase in annual compensation above 6% caused by promotion into the position will be prorated over subsequent years to ensure the compensation increase does not exceed 6% per year. Each year the employee is subject to this provision, he/she will receive an additional one (1) day of paid time off from work.

If a classified staff member is promoted into a position covered by the new Civil Service Classification system for Community College being developed by the Illinois Community College Board, the promotion must be to a position that has existed and been filled by a staff member for no less than one complete academic year and the earnings increase as a result of the promotion is an increase that results in an amount no greater than the average salary paid for the position or other similar positions. Otherwise, any increase in annual compensation above 6% caused by promotion into this position will be prorated over subsequent years to ensure the compensation increase does not exceed 6% per year. Each year the employee is subject to this provision, he/she will receive an additional one (1) day of paid time off from work.

The following exceptions will be applicable to the 6% maximum increase listed above:

- Employees with an annual salary of \$31,000.00 or less after the increase, will be excluded.
- Employees increasing in one (1) classification level will be excluded.

The parties also agree to meet if the Legislature should make changes to PA 94-0004 rules, to review the above and negotiate any adjustments.

Alicia Marie Jacobs
BOARD REPRESENTATIVE

5-14-13
DATE

Darrin Hayes
ASSOCIATION PRESIDENT

5-14-13
DATE

Jill Cranmore
BOARD REPRESENTATIVE

5/14/13
DATE

Amie Musk
ASSOCIATION REPRESENTATIVE

5-14-13
DATE

SICK LEAVE / PERSONAL BUSINESS LEAVE FULL TIME (40 HOURS A WEEK)

<u>Weeks</u>	<u>Months</u>	<u>Sick Leave</u>	<u>Personal Business</u>
32	7.5	7 days	3 days
33	7.5	7 days	3 days
34	8.0	8 days	3 days
35	8.0	8 days	3 days
36	8.5	8 days	3 days
37	8.5	8 days	3 days
38	9.0	9 days	3 days
39	9.0	9 days	3 days
40	9.5	10 days	3 days
41	9.5	10 days	3 days
42	10.0	10 days	3 days
43	10.0	10 days	3 days
44	10.0	10 days	3 days
45	10.5	11 days	3 days
46	10.5	11 days	3 days
47	11.0	12 days	3 days
48	11.0	12 days	3 days
49	11.5	12 days	3 days
50	11.5	12 days	3 days
51	12.0	13 days	3 days
52	12.0	13 days	3 days
Based on 4.3 weeks per month			

SICK LEAVE / PERSONAL BUSINESS LEAVE PART TIME (20-29 HOURS A WEEK)

<u>Weeks</u>	<u>Sick Leave</u>	<u>Personal Business</u>
39 or less	5 days	1 day
40-44	5 days	1 day
45-51	5.5 days	1.5 days
52	6.5 days	1.5 days

SICK LEAVE / PERSONAL BUSINESS LEAVE PART TIME (30-39 HOURS A WEEK)

<u>Weeks</u>	<u>Sick Leave</u>	<u>Personal Business</u>
39 or less	7.5 days	1.5 days
40-44	7.5 days	1.5 days
45-51	8 days	2 days
52	10 days	2 days

EXHIBIT A

The following is a seniority list of all Full-time Classified Staff Association personnel as defined in Section 11.9 Seniority in the Collective Bargaining Agreement Between the Board of Trustees, Danville Area Community College and Danville Area Community College Classified Association, IEA/NEA.

<u>Last Name</u>	<u>First Name</u>	<u>Date Hired</u>
Neff	Carol	01/02/79
Arlington	Margie	11/29/93
Rothwell	Amy	07/02/98
Morris	Garry	09/14/98
Modglin	Tim	01/06/00
Strawser	Robert	03/05/01
Goodhue	Lawrence	05/28/02
Frerichs	Ronald	02/23/04
Shreeves	Linda	01/03/05
Calvert	Joseph	04/09/06
Gentrup	Mary Jo	08/20/07
Dunn	Jeanne	10/09/07
McClintock	Julie	11/13/07
Osborne	Lisa	05/27/08
Stout	Melissa	06/23/08
Sconce	Leslie	09/21/08
Bolton	Johna	04/06/09
Forthenberry	Shanna	08/03/09
Spiering	Sondra	08/24/09
Rhea	Donna	09/15/09
Aguirre	Suzanna	06/16/11
Gillespie	Denise	09/26/11
Miller	Jennifer	01/09/12
Tuggle	Brandon	05/21/12
Maruffo	Peggy	06/24/13
Fellers	Angel	07/01/13
	(plus 7½ years for continuing part-time service)	
Dailey	Kristin	08/12/13
Curtis	Larry	09/03/13
Morts	Kendra	09/24/13
Myers	James	12/02/13
Courchesne	Rebecca	04/01/14
McBride	Kellie	01/07/15
Cox	Susan	08/17/15
Beckett	Kelley	07/19/16
Lewis	Brittany	08/17/16

Scott	Stephen	08/28/17
Saylor	Diana	10/23/17
Dieu	Donna	10/23/17
Hantz	Kathleen	01/02/18
Merrick	Jung Ae	08/17/18
Reed	Carrie	01/07/19
Haun-Slowik	Kylie	06/24/19
Krage	Brian	07/15/19
Aquino	Jessica	07/29/19
Carten	Aja	10/21/19
Higgins	Steffanie	01/02/20
Gallez	Rebekah	02/10/20
Thompson	Charles	02/18/20

The following is a seniority list of all part-time classified personnel as defined in Section 11.9 Seniority in the Collective Bargaining Agreement Between the Board of Trustees, Danville Area Community College and Danville Area Community College Classified Staff Association, IEA/NEA.

<u>Last Name</u>	<u>First Name</u>	<u>Date Hired</u>
Engel	Anthony	08/08/18