

Contract

between the

**Spoon River College
Classified Personnel Association**

and the

**Spoon River College
Board of Trustees**

for

FY 2022, FY2023, FY2024

TABLE OF CONTENTS

SECTION I: RECOGNITION	4
SECTION II: EMPLOYER’S RIGHTS AND RESPONSIBILITIES	4
SECTION III: ASSOCIATION RIGHTS	4
A. Association Dues Deduction.....	4
B. Association Leave.....	4
C. Association Access to Facilities, Equipment, Information.....	5
D. Association Meetings.....	5
E. Association Business	5
SECTION IV: EMPLOYEE RIGHTS	5
A. Non-Discrimination	5
B. Probation.....	5
C. Employee Discipline.....	6
D. Personnel Files.....	7
E. Materials Development, Work Products.....	7
SECTION V: EMPLOYMENT CONDITIONS	7
A. Work Schedule.....	7
B. Overtime	7
C. Call Backs	8
D. Meal Breaks	8
E. Work Breaks	8
F. Flextime	8
G. Vacancies	8
H. Unusual Conditions.....	9
I. Meeting Attendance	9
J. Security.....	9
K. Safety and Health.....	10
SECTION VI: WAGES	10
A. Wages.....	10
B. Additional Temporary Compensation.....	10
C. Direct Deposit	11
SECTION VII: EMPLOYMENT CONSIDERATIONS	11
A. Creating and Changing Positions.....	11
B. Eliminating, Combining or Reducing Positions	12
SECTION VIII: FRINGE BENEFITS	12
A. Medical/Dental/Optical Coverage	12
B. Insurance Committee	13
C. Section 125 Plan	13
D. Group Term Life Insurance	13
F. Holidays	14
G. Time-Off/Full-Time.....	14
H. Transition of Paid Time Off Benefits From Part Time to Full Time.....	14
I. Time Off/Part-Time	14
Part-time 9 month (20 hours per week) employees:.....	14
9 month employees will only accrue paid time off during weeks worked. Employees shall accrue at the following biweekly rates:	14
Part-time 12 month employees	15
J. Request/Response for Time Off	15

SECTION IX: LEAVES	15
A. Sick Leave.....	15
B. Emergency Sick Leave Bank	16
C. Bereavement	17
D. Disability Leave	18
E. Family and Medical Leave.....	18
F. Jury Duty.....	18
G. Other Leaves	18
SECTION X: COURSES, WORKSHOPS, SEMINARS	19
A. Variable Tuition	19
B. Job Related Training	19
C. Tuition Reimbursement	19
A. Seniority	20
B. Layoff.....	20
C. Bumping.....	20
A. Definitions.....	21
B. Conditions	21
D. Point of Origin	22
E. Grievance Steps	22
SECTION XIV: NO STRIKE	23
DEFINITIONS	24

SECTION I: RECOGNITION

The Board of Trustees of Spoon River College, the "Employer," recognizes the SRCCPA-IEA/NEA, hereinafter the "Association," as the sole and exclusive negotiating agents for all full-time and part-time classified support staff employees, excluding the facilities supervisors, managerial employees and confidential employees as defined in the Illinois Educational Labor Relations Act.

The Employer agrees not to bargain or consult with any other labor organization, individual employee, or group of employees with regard to the above described bargaining unit for the duration of this contract.

This contract will remain in effect until June 30, 2024 with the exception of Section VI – Wages. Fiscal year 2022 wages have been established in Section VI of this agreement; however, future fiscal year wage increase(s) will be bargained each fiscal year beginning no later than April 1 each year. Section VI – Wages is the only provision of this agreement that can be bargained during the duration of this agreement. If a future fiscal year wage cannot be agreed upon, the fiscal year 2022 wage percentage increase of 2% will be in effect for that fiscal year.

Example: If the College and the SRCCPA does not reach a percent wage agreement for fiscal year 2022 the percent wage agreement for fiscal year 2022 will be 2%

SECTION II: EMPLOYER'S RIGHTS AND RESPONSIBILITIES

The Employer retains its statutory rights to manage the College. Implementation of those rights will not be inconsistent with this Agreement or with the Illinois Educational Labor Relations Act. The Employer agrees not to exercise these rights in any arbitrary or capricious manner.

SECTION III: ASSOCIATION RIGHTS

A. Association Dues Deduction

The Employer shall deduct from each Association member's pay, the current dues of the Association, the amount of which shall annually be certified by the Association. Such deductions shall be made in consecutive, substantially equal, by-weekly installments, beginning with the first pay date in September and ending with the first pay date in July. All dues deducted by the College shall be remitted as directed by the Association, no later than ten days after such deductions are made. Payroll deduction authorizations from each member at initial enrollment must be filed with the SRCCPA treasurer. Dues will not be deducted until the treasurer notified human resources of enrollment and deductions.

B. Association Leave

The Association will be allowed to send a representative(s) to a regional, state, or national conference, or on other business pertaining to Association affairs, without loss of pay nor cost to the Association or the College for a maximum aggregate of sixteen non-cumulative hours per fiscal year. The Association Chair shall notify the Human Resources Director when Association leave is taken. The notification shall include the number of attendees and the number of Association leave hours. The Human Resources Director will keep track of the cumulative hours per fiscal year.

C. Association Access to Facilities, Equipment, Information

The Association shall not be denied:

1. The use of meeting space at the College, subject to availability. Under normal circumstances, the Human Resources Director will be notified at least twenty-four (24) hours in advance of the meeting. Extraordinary expenses to the College resulting from such meetings will be borne by the Association.
2. The use of employee mailboxes, inter-campus mail, e-mail and designated College bulletin board(s) for the purpose of internal communication.
3. The use of duplicating, copying, and College office equipment providing the Association secures prior approval from the President or his/her designee. The Association may be charged actual and reasonable costs for use of the same.
4. Notice of any regular or special meeting of the Board of Trustees, meeting agenda, supportive date, minutes of previous meetings that have been released by the Board, and documents relating to business scheduled to come before the board, except for matters which are appropriate for executive session.

D. Association Meetings

Members of the bargaining unit shall be allowed to attend up to four (4) hours of SRCCPA meetings per year (July 1 - June 30), with the exception of any meeting(s) called by the College President or his/her designee, without loss of pay, provided the employee can arrange for coverage of his/her duties with supervisory approval. The Association shall conduct its meetings at times that cause the least disruption of services. The Human Resources Director must be given 48 hours written notice of all meetings as well as an estimated duration of the meeting.

E. Association Business

The Association Chairperson or his/her designee shall be allowed up to four (4) non-cumulative hours per month to conduct Association Business, which may include meetings with other Bargaining Unit members. Members shall respect the allotted time for conducting Association Business and their own job responsibilities. If additional time is needed to complete Association Business, the Chairperson may request additional time from the Human Resources Director.

SECTION IV: EMPLOYEE RIGHTS

A. Non-Discrimination

It is the policy of Spoon River College and the Board of Trustees to be in full compliance with all federal and state non-discrimination and equal opportunity laws, orders, and regulations. Further, the Board and the Association shall not discriminate against any Employee with respect to hours, wages, or conditions of employment by reason of his/her membership or non-membership in the Association, participation or non-participation in negotiations, Association activities, or the grievance process.

B. Probation

Probation is a trial period for the evaluation of an employee's job performance, based upon job responsibilities. All new employees of this bargaining unit shall serve a four (4) calendar month probationary period. Employees moving to a new position within the same classification will not serve a probationary period. Employees moving to a new classification due to applying for a different position will be required to serve a probationary period and will be allowed to use sick and vacation benefits. New employees will accrue, and be able to use sick and vacation time during the probation period. Failure to complete probation is not grounds for bumping. If unusual circumstances occur during probation, probation may be extended for four months with the

approval of the Human Resources Director and the approval of the SRCCPA Chairperson. Neither the employee nor the Association shall be permitted to file grievances over discipline or discharge during an employee's probationary period. The SRCCPA Chairperson will be notified of the discharge of a probationary employee within 24 hours.

C. Employee Discipline

1. In recognition of the fact that a problem may arise between an employee and his/her supervisor, the College and the Association have adopted a positive approach to solving issues. In order to implement a positive disciplinary process, in most cases no formal action shall be initiated until the parties involved have made every effort to resolve the issue through documented discussion. A Performance Improvement Plan will be available in the Human Resources Office for this purpose. The Performance Improvement Plan does not reside in the employee's personnel file. In the event the issue cannot be resolved through discussion, discipline shall be administered according to the following steps.

Step One - a verbal warning by the supervisor to the employee that specifically identifies the inappropriate behavior (facts and observations), and where both understand how and when the problem should be resolved. Supervisors keep their own informal records of this event. If the identified problem has been resolved and no additional less serious situations have been identified within a period of six months from the date of the verbal warning, the matter is considered resolved.

Step Two - consists of a letter from the supervisor to the employee when the matter has not been resolved through Step One (copy to HR). This letter will identify the date of verbal warning and summarize the efforts toward resolution agreed to at that time. If additional less serious situations arise after a verbal warning, a Step Two letter will be issued as soon as the additional matter is identified, and will contain relevant facts and circumstances as well as improvement expectations. If the identified problem or problems have been resolved and no additional less serious situations have been identified within a period of one year from the date of the Step Two letter, the matters are considered resolved. Future less serious situations after the one-year period will begin the progressive discipline system anew, at the verbal warning (Step One) stage.

Step Three - consists of a final warning letter from the supervisor or Human Resources to the employee when the matter or matters have not been resolved through the prior steps (copy to HR). The letter will identify the problems, the prior efforts to resolve them; any new efforts designed for problem resolution, and will leave no doubt that failure to resolve the problems or any identification of new problems will result in dismissal. If the problems have been resolved and no additional less serious situations have been identified within a two-year period from the date of the Step Three letter, the matters are to be considered resolved. Future less serious situations, identified after the two-year period will begin the progressive discipline system anew at the verbal warning (Step One) stage.

Step Four - consists of a letter of dismissal issued by the Human Resources Director when the matters have not been resolved through prior step or when an additional problem has been identified since the Step Three letter was issued. The letter will summarize prior efforts to resolve the problems and discuss other dismissal items of interest such as final pay, benefits, return of company property, etc.

2. An immediate unpaid suspension or termination may result from serious offenses or actions.
3. No non-probationary employee shall be reprimanded, disciplined, or dismissed without just cause. An employee shall be entitled to have an Association representative of his/her choice present when being reprimanded, disciplined, or dismissed or at an investigatory meeting that could lead to a reprimand, discipline or dismissal.

D. Personnel Files

1. No document of a negative nature shall be placed in any employee's file without the employee's knowledge. The employee shall receive a copy of all such material and shall have the opportunity to enter any refuting documents. Access to personnel files upon request, excluding confidential materials as defined by the, Personnel Records Review Act, as amended, shall be provided to the employee and/or his/her authorized representative and appropriate agents of the College within five (5) College days.
2. The employee shall be allowed and encouraged to have placed in his/her personnel file information relating to the staff members academic, professional, civic and special achievements.

E. Materials Development, Work Products

Any research documents, computer programs, and other work products produced during an employee's working hours and using Spoon River College equipment and/or resources shall become the property of the College. Any such products produced by the employee solely on his/her own time and with his/her own resources become the sole property of the employee. The employee will reimburse the College for any materials and for facility and staff usage associated with any commercial materials development, with the amount to be mutually agreed upon prior to usage by the employee and the College. Employees are prohibited from performing development work on personal products during working hours.

SECTION V: EMPLOYMENT CONDITIONS

A. Work Schedule

1. Work Hours - Full-time employees are those who are regularly scheduled for at least thirty (30) hours of work per week. Part-time employees are those who are regularly scheduled to work less than thirty (30) hours per week and have full-time equivalency less than or equal to seventy-five percent (75%) as determined in the employee's personnel file. A workweek shall run from Saturday at 12:01 a.m. through Friday midnight.
2. Work Year - A contract/work year shall be from July 1 through June 30.
3. Shift Changes - Except in the case of an emergency, an employee shall be given a forty-eight (48) hour written notice before temporary change in work shift (starting and ending times) is implemented. An employee shall be given a ten (10) working day written notice before a permanent change in work shift is implemented. Although the employer has the right to make such changes, the employer shall consult with the employee prior to a change.

B. Overtime

Overtime is defined as all hours actually worked over forty (40) in a single work week. Hours for which payment is received but no work is performed, such as sick leave, paid time off, holidays, etc., do not enter into the calculation of overtime. The rate of pay for overtime is one and one-half (1½) times the employee's regular rate of pay or compensatory time off at a rate of one and one-half (1½) times the number of overtime hours. The employee will make the decision as to compensatory time or overtime pay for the overtime hours worked. The employee will make note of compensatory time or overtime pay on his/her timesheet that includes the amount of overtime hours. When accumulated compensatory time reaches ten (10) straight time hours, a schedule for time off will be developed by the appropriate supervisor, which gives due and fair consideration to the employee's desires. If accumulated overtime ever reaches twenty (20) straight time hours, overtime for all straight time hours over ten (10) shall be paid. The employee's supervisor will determine the need for overtime. Employees have the right to decline overtime.

C. Call Backs

Any employee called back to work after his/her work shift shall be paid for a minimum of two (2) hours at the employee's hourly rate or at the overtime rate if applicable. The employee will not receive mileage for traveling to and from work.

D. Meal Breaks

An employee scheduled to work four (4) or more hours per day shall have the option to take either a one (1) hour unpaid lunch break or a one-half (1/2) hour unpaid lunch break. The employee must make a decision as to whether he/ she would like a one (1) hour unpaid lunch break or a one-half (1/2) hour unpaid lunch break. The decision shall be communicated to his/her supervisor via a written notice or an email. Once the employee has made the decision as to the one-half (1/2) hour unpaid lunch break versus the one (1) hour unpaid lunch break, he /she must continue to follow the decision made. All employees opting to take an hour lunch break will still work their scheduled number of work hours each day. Should circumstances change for the employee and he/ she wishes to change the hours for lunch, he/she shall give two weeks written notice to his/her supervisor of the change. The employee and the supervisor will work together to determine the employee's schedule to ensure that there is always proper office coverage.

E. Work Breaks

For each four (4) consecutive hours of work, an employee shall receive a fifteen (15) minute work break. Breaks are not intended to be added on to the lunch break, combined with another work break, nor are they to be used for coming in late in the morning or leaving early in the evening. Employees working less than 8 hours per day are only entitled to one 15 minute work break. The purpose of a break is to provide a period of relaxation. It is to be understood by the immediate supervisor that meal and work breaks are to be the individual's private time and should be interrupted only in the case of a legitimate emergency.

F. Flextime

An employee may adjust the starting time of their workday for up to one (1) hour. For example, if the employee's start time is at 8:00 a.m. the employee may adjust the start time from anywhere between 7:00 a.m. and 9:00 a.m. However, the employee will still work their normally scheduled number of hours. Changes in the employee's schedule shall not be for more than 2 consecutive days and request for flextime must be approved by the employee's supervisor. If the employee's supervisor denies the employee's flex-time request, the supervisor must immediately provide Human Resources with the reason for the denial. In order for the adjustment to be made, the Department must have adequate coverage. If more than one employee in a Department wishes to adjust his or her schedule, the most senior employee will be given first choice. An employee may also flex his/her lunch hour for a period not to exceed 30 minutes. If the employee uses flextime at lunch, he/she must still work their scheduled number of hours for the day.

G. Vacancies

1. Posting Positions - A vacancy or newly created position within the bargaining unit which the College desires to fill will be posted and remain open for a minimum of five (5) work days. The College may establish any lawful qualifications it deems appropriate. Applicants who are current employees will be selected over external candidates whenever the applicants possess equal relevant education, equal relevant work experience, and equal relevant skills with respect to vacant positions. While seniority follows the employee, the rate of pay is determined by the vacant job's classification.
2. Association Notification - The College will provide to the SRCCPA Chairperson notice of a vacancy when posted, and of new hires at the time the job offers are accepted. A copy of the offer letter shall be forwarded to the SRCCPA Chairperson.
3. Bargaining Obligations - The College will satisfy whatever bargaining duty obligations that may exist with respect to personnel transactions within the bargaining unit.

H. Unusual Conditions

1. Cancellation of classes but the college remains open - Certain conditions may require the cancellation of instructional classes, but do not require that total institutional operation be suspended. If these conditions arise, personnel members will report to work.
2. Closing of the College - Extreme conditions may require the cessation of all college business (i.e., all college sites are closed), closing of a specific site, or cancellation of instructional classes but not the complete closing of the College.

Those include major inclement conditions (blizzards, ice storms, etc.), major mechanical system failure presenting health and/or safety hazards, and other reasons under which the major activities of the College would be extremely difficult to continue.

In all cases, if a classified employee has not been specifically contacted regarding a site closure by his/her supervisor, he/she should call the main contact number of their individual worksite to determine if they are to report to work. In such cases, all classified employees not on duty because of the closing of the College will receive normal salary up to a maximum of ten (10) scheduled work days per year.

Any classified employee called to work by his/her supervising administrator when the College has been officially closed will be paid two (2) times his/her normal rate for the hours worked.

I. Meeting Attendance

Classified Personnel members appointed to a committee or placed on a committee within the governance structure shall be allowed to attend meetings during normal working hours as needs of the committee dictate.

J. Security

1. The College has the right to use non-audio surveillance to monitor and protect College property, employees, students, and guests. In all circumstances when the College installs and manages the equipment for extended use, the purpose of its use will be as a deterrent. All bargaining unit members will be informed when non-audio surveillance is to be used, and signs will be posted in clearly visible locations. Bargaining unit members may not obstruct or interfere with the operation of such equipment.

The SRC Network is provided to employees and students to further the mission of the College. The network has been set up with security measures to insure that unauthorized users are prevented from accessing stored information and Network resources. The system is provided for the official use of employees and students and as such the systems and the stored information are subject to the College's review. The College will comply with all laws pertaining to privacy on private networks. Users should use personal storage devices to store personal information that they do not wish to be subject to review. Users are personally responsible for any misuse or illegal use of the system and are subject to all civil and criminal penalties arising from such use.

2. Under circumstances when law enforcement officials are involved in the investigation of possible criminal activity in working areas, or that involve bargaining unit members, the SRCCPA recognizes that the College has a legal duty to cooperate with those officials and such notification to all members will not apply. In such cases, once the principle of confidentiality applies, the College will involve the SRCCPA Chair or Vice-Chair of relevant details of the investigation including installation of surveillance equipment upon notice from law enforcement. All College employees having knowledge of the equipment are bound to maintain the confidentiality of the situation.

3. When a legal investigation that involves bargaining unit members is requested by the College, the College will notify the SRCCPA Chair or Vice Chair upon making the request.

K. Safety and Health

The Employer, employee, and Union have a significant responsibility for workplace health and safety.

1. The Employer will provide a work environment in accordance with safety and health standards established by The Illinois Occupational Safety and Health Administration (Illinois OSHA).
2. Employees will comply with all safety and health practices and standards established by the Employer.
3. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.
4. Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor or Vice President via email. Alternatively, an employee may move to contacting the Human Resources Director as outlined below.
5. The Employer will address reported unsafe working conditions and take appropriate action. All parties will comply with The Illinois Occupational Safety and Health Act [820 ILCS 219].

If appropriate action is not taken the following steps shall occur:

The employee or the Union on behalf of Classified employees will bring the issue to the attention of the Human Resources Director either by email or request for a meeting. The Human Resources Director and the Union will discuss the matter and resolutions. A plan with a timeline for completions will be developed to reach the resolution. Every effort will be made to work together in a collaborative manner to resolve the issue.

If mutual resolution is not achieved, the employee or Union may file an official grievance and follow the process outlined in Section XIII: Grievance Procedures.

This agreement does not forgo an employee's rights afforded to them by The Illinois Occupational Safety and Health Act [820 ILCS 219] to raise safety or health concerns confidentially with IL-OSHA.

SECTION VI: WAGES

A. Wages

1. The College, with the concurrence of the Executive Committee of the SRCCPA, has established uniform job classifications, job titles, and the minimum starting pay rate for each classification, for the purpose of salary administration. There will be no decrease in current salary (hourly wages) due to reclassification or changes in job titles. The classification, job titles, and minimum starting pay rate for each classification are listed in Appendix A.

For fiscal year 2022 (July 1, 2021 to June 30, 2022) employees will receive a 2% increase to their current hourly rate.

2. In the event an employee is hired at a higher pay rate than a similarly qualified employee in the same classification, those employees in the same classification with similar qualifications who are paid less will be raised to the rate of the new hire.
3. If a full-time employee's hours are reduced to part-time pursuant to Section VII of this contract, his/her hourly pay rate shall remain at the same level he/she previously enjoyed.

B. Additional Temporary Compensation

Classified personnel may assume additional responsibilities on a temporary basis (defined as two (2) months or 40 days) during a position vacancy or other special conditions (leaves). Additional temporary job responsibilities and compensation shall be given to the employee(s) for any of the purposes indicated above upon mutual agreement between the College and the SRCCPA

regarding additional job responsibilities, the value of those responsibilities and how the new responsibilities will impact existing duties.

The employee(s) asked to assume additional duties shall meet with a member of the SRCCPA executive committee, immediate supervisor(s), and the HR Director regarding current and additional job responsibilities. During this meeting the employee shall identify duties that he/she believes are beyond his/her capabilities.

Additional compensation shall be determined solely by the SRCCPA Executive Committee and the College.

The employee shall notify the College within two weeks after beginning the temporary assignment if he/she believes the additional duties are beyond his/her abilities.

If the employee's ability to continue with the temporary assignment should change during the two month period, the employee shall have the ability to convene a meeting with the original participants to discuss the employee's situation.

In an emergency situation, the College shall have the ability to assign additional duties to an employee for a period of five (5) work days pending a meeting to begin the above stated process.

If there is a need for the employee to continue with the temporary assignment past two months or 40 days, the SRCCPA and the College will review the status of continuing the arrangement.

Additional compensation may be considered for special projects that may require a significant increase to workload. A written explanation of the project, its duration, and what extra duties the employee will be responsible for should be submitted along with this compensation request.

C. Direct Deposit

All classified personnel must have their paycheck direct deposited in to a bank of their choice. The employee's first paycheck will not be distributed until the employee member has completed a direct deposit form.

SECTION VII: EMPLOYMENT CONSIDERATIONS

A. Creating and Changing Positions

Should the College wish to make a change to any Bargaining Unit position, the principles of Interest Based Bargaining will be utilized to ensure all interests are met. Changes may include, but are not limited to, creating/establishing a new position within the Bargaining Unit, significant changes in any job responsibilities or current classification of an existing position. Implementation of the proposed change will not take place until the process as outlined below have been concluded and mutual resolution is achieved. Lack of response within the time frames below is considered agreement.

1. The Human Resources Director will contact the SRCCPA President and Vice-President to request a meeting to discuss the desired change(s). At the conclusion of the meeting, the SRCCPA shall be given ten (10) days to confer with the SRCCPA Executive Committee and the Uniserv Director. In addition, the SRCCPA and Human Resources Director will mutually agree when it is appropriate to communicate with the effected employee(s).
2. If in agreement, the SRCCPA President shall notify Human Resources within the ten (10) day timeframe. If not in agreement, the SRCCPA President shall notify the Human Resources Director of continuation to Step 2.
3. The SRCCPA President, Vice-President, Human Resources Director, and President of the College will schedule a meeting within ten (10) days of notification in Step 1 to discuss the matter and work towards reaching a mutual resolution.

4. If the meeting in Step 2 does not result in a resolution, a Mutual Gains bargaining session shall be scheduled within ten (10) days. This meeting shall include the College President, the SRCCPA President and Vice President, Uniserv Director, and Human Resources.
5. If a mutual resolution is not reached in Step 3, the SRCCPA will appeal the matter within twenty-five (25) days to final and binding arbitration through the Federal Mediation and Conciliation Service. The arbitrator shall not have the authority to modify the terms of the contract.

If agreement is reached during any step in this process, all parties present shall sign a written agreement. A copy shall be given to both the SRCCPA President and Human Resources.

B. Eliminating, Combining or Reducing Positions

If the College intends to eliminate a position, combine positions, or reduce the percentage of a position, implementation of the proposed change will not take place until the process as outlined below are concluded. Lack of response within the time frames below is considered agreement.

1. The Human Resources Director will contact the SRCCPA President and Vice-President to request a meeting to discuss the desired change(s). At the conclusion of the meeting, the SRCCPA shall be given ten (10) days to confer with the SRCCPA Executive Committee and the Uniserv Director. In addition, the SRCCPA and Human Resources Director will mutually agree when it is appropriate to communicate with the effected employee(s).
2. If in agreement, the SRCCPA President shall notify Human Resources within the ten (10) day timeframe. If not in agreement, the SRCCPA President shall notify the Human Resources Director of continuation to Step 2.
3. The SRCCPA President, Vice-President, Human Resources Director, and President of the College will schedule a meeting within ten (10) days of notification in Step 1 to discuss the matter and work towards reaching a mutual resolution.
4. If agreement is not reached in step 3, the SRCCPA Chair and President of the College will schedule a meeting within five (5) days. The President will provide a final written determination to the SRCCPA within two days following the conclusion of the meeting. This decision may not be appealed further nor is subject to grievance.

SECTION VIII: FRINGE BENEFITS

A. Medical/Dental/Optical Coverage

The Spoon River College (SRC) Insurance Committee researches and recommends health insurance plans and establishes employee insurance premiums in accordance with insurance committee section of this agreement. Any new insurance programs or changes/elimination of existing insurance programs would require an open enrollment.

1. **Enrollment:** Eligible employees may enroll in a group hospitalization/major medical/insurance program as outlined in the eligibility section of the Summary Plan Descriptions. Benefits levels are established in the Summary Plan Descriptions.
2. **Employee Premiums:**
 - a. Premium Sharing: The Insurance Committee has established a procedure for determining employee health insurance premiums as referenced in its by-laws. Located at S:\Human Resources Information\Benefit Information\Insurance Committee By-Laws 031017.docx
 - b. Premiums will be established annually prior to open enrollment (November 1 – 31) for the following benefit year (effective January 1).

- c. Human Resources office will notify employees of the new insurance rates by November 1.
 - d. The new insurance rates will be effective starting with the first pay date of the plan year.
3. The insurance policies as stated by the carrier will govern the extent of coverage and disputes will be resolved according to said policies. The insurance carrier will be held liable for providing any benefit for which it has contracted. Failure to do so will not be misconstrued as a breach to this agreement by the Board or the Insurance Committee and shall not result in liability to the Board or the Insurance Committee. If the insurance carrier breaches an existing contract that it has with the Board, the College and the Insurance Committee will work to achieve a resolution with the insurance carrier or seek a new carrier.

B. Insurance Committee

- 1. **Membership:** The committee is made up of three (3) representatives of each of the following employee classifications for a total of twelve (12) voting members: Administration, Classified Personnel Association, Faculty Association, and Professional Support Staff. Additionally, there are three non-voting ex-officio members including SRC President, Director of Human Resources, and Vice-President of Administrative Services, whom shall provide guidance and support.
- 2. **Responsibilities / Authority:** The SRC Insurance Committee is tasked with the responsibility and authority to select insurance coverage and establish employee insurance premiums. This committee will work to maintain quality healthcare coverage that is affordable to both the employee and employer by means including but not limited to: investigation, research, and analysis of trends and alternatives, communication with employee and/or other groups influencing or affected by SRC's health coverage, and making changes as deemed appropriate.
- 3. The Insurance Committee, at its discretion, will pursue new insurance carriers and/or plan design that provide major medical programs.

C. Section 125 Plan

The Board will continue the cafeteria plan under Section 125 of the IRS code for insurance benefits (employee-paid insurance premiums) established January 1, 1992.

D. Group Term Life Insurance

The College will provide twenty-five thousand dollars (\$25,000.00) of group term life insurance for each full-time Classified Personnel member, subject to provider restrictions.

E. Retiree Insurance Coverage

The Board will offer health insurance to bargaining unit employees upon retirement, at the employee's cost, only in the absence of the College Insurance Program (CIP) offered by the State of Illinois.

The retiree must be:

- a. At least 55 years old;

- b. A full-time SRC employee for the 10 years immediately prior to his/her retirement;
- c. Receiving SURS benefits.

Those employed before the 1997-99 contract are exempt from the ten-year rule.

F. Holidays

The paid holiday schedule for full-time employees is as follows: Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Break - (a minimum of ten (10) working days including Christmas Day and New Year's Day).

The paid holiday schedule for part-time employees is as follows: Christmas Break (a minimum of ten (10) working days including Christmas Day and New Year's Day).

Any employee called to work on any of the above holidays by his/her supervising administrator will be paid two (2) times his/her normal rate for the hours worked.

G. Time-Off/Full-Time

Regularly scheduled full-time employees shall accrue at the following rates per year:

Zero through one year of employment	10 days	(80 hours)
Two through four years of employment	15 days	(120 hours)
Five through nine years of employment	20 days	(160 hours)
Ten through fourteen years of employment	25 days	(200 hours)
Fifteen or more years of employment	30 days	(240 hours)

Moving to the next level of benefit time accrual as described above requires completing the full year of service before beginning to accrue the next level of benefit time. For example, an eligible classified personnel member will begin to accrue 20 days of vacation time on the anniversary date of the fifth year of employment (i.e., after four complete years of work).

If one of the recognized holiday's falls within an employee's approved paid time off, that day will not be counted as paid time off. Paid time off cannot be accumulated and must be taken with the fiscal year after it is earned. For example, if you earn 29 days per year, you cannot have more than 29 unused days at the end of the fiscal year. Any paid time off not taken will be rolled over into sick time. For example, if you earn 29 days per year and have 30 days at the end of the fiscal year, 1 day will be rolled into sick time. Paid time off cannot be taken until earned and must have supervisor approval prior to taking days off.

H. Transition of Paid Time Off Benefits From Part Time to Full Time

As per the definition of seniority, employees going from part time to full time shall accrue paid time off based on the length of an employee's continuous employment with the College within jobs covered by the bargaining unit.

While benefit accrual dates will be adjusted to reflect seniority dates, the college will not adjust paid time off balances retroactive to the seniority date.

I. Time Off/Part-Time

Part-time 9 month (20 hours per week) employees:

9 month employees will only accrue paid time off during weeks worked. Employees shall accrue

at the following biweekly rates:

Zero through four years of employment	1.23 hours
Five through nine years of employment	1.38 hours
Ten or more years of employment	1.54 hours

Part-time 12 month employees

Time-off for regularly scheduled part-time employees shall accrue at the following rates per year:

Zero through four years of employment	8 days
Five through nine years of employment	9 days
Ten or more years of employment	10 days

The actual hours awarded and used for each day will be determined by the full time equivalency of the position established in the personnel records. For example, an employee who works 20 hours per week, with 4 years of service, will accrue time off based upon the following formula:

$$20 \text{ (hours per week) divided by } 5 \text{ (days per week)} \times 8 \text{ days (time off benefit)} = 32 \text{ hours per year}$$

Moving to the next level of benefit time accrual as described above requires completing the full years of service before beginning to accrue the next level of benefit time. For example, an eligible classified personnel member will begin to accrue 9 days of PTO time on the anniversary date of the fifth year of employment (i.e., after four complete years of work).

Paid time off may be taken for any purpose and under the same conditions which full time Classified Personnel may take paid time off or sick leave. Paid time off must be used by June 30 of the year following the year in which it was earned. For example, if you earn 9 days per year, you cannot have more than 9 unused days. Paid time off cannot be taken until earned and must have supervisor approval prior to taking off unless being used for sick leave.

J. Request/Response for Time Off

Request for time off are submitted in ADP to the immediate supervisor. Responses to the requests for time off will be provided to the employee within two (2) days. If the employee's supervisor is not working at the time of the request, the request must be sent to the next person in the chain of command. If there is a lack of response within two (2) days of the request, the employee will forward request to the Human Resources Director. Lack of response within three (3) days of request means approval of request. If the employee requests time off that they have not accrued and the supervisor approves the time off, the employee shall take the time-off unpaid. If the employee's supervisor denies the employee's request for time off (paid or unpaid), the supervisor must immediately provide Human Resources with the reason for the denial.

SECTION IX: LEAVES

A. Sick Leave

Full-time employees shall be credited sick days at the rate of fifteen (15) days per year. Sick days may be accumulated to three hundred sixty (360) days. Sick Leave Benefits are compensated at the employee's current rate of pay.

Sick Leave Benefits may be used by any Classified Personnel member due to his/her own illness or injury, his/her own doctors' appointments, his/her immediate family member's doctors' appointments, personal care of family member (as defined by Illinois Sick Leave Act), or due to the illness or injury of his/her immediate family, member of the household (person residing within the house for at least 12 months), or any other relative for whom the Classified member is the

primary caregiver. Members of the immediate family are defined as: mother, father, foster parents, foster children, step-parents, step-children, spouse, son, daughter, brother, sister, in-laws, (mother, father, son, daughter, brother, sister), grandparents, grandchildren, roommate, or the relationship to such individual creates an expectation that the employee would care for the person in said situation. Should serious illness or hospital confinement befall an employee's aunt, uncle, niece or nephew, sick leave may be used. If deemed necessary, an attending physician's certificate may be required at the discretion of the College to verify a lengthy, unusual or frequent illness. Sick Leave Benefits may not be used as additional vacation or holiday time and should not be used simply because they are available. Excessive or unauthorized absences may result in disciplinary action.

If the employee's supervisor denies the employee's usage of sick leave (paid or unpaid), the supervisor must immediately provide Human Resources with the reason for the denial.

B. Emergency Sick Leave Bank

1. Purpose and intent of the Emergency Sick Leave Bank: It is important for members of the bargaining unit requesting use of this benefit to keep in mind the time off benefits given to employees at SRC are generous, both in paid vacation and sick time per year, therefore, the SRCCPA Executive Committee feels that asking other employees that have earned paid time off to "donate" or "give" of their own benefits for use of another employee is VERY significant. The decision to ask others to give up their paid time off benefits to benefit another employee will not be taken lightly and employees requesting these benefits should understand that approval is NOT guaranteed.

The eligibility and administration/ procedures of the Emergency Sick Leave Bank are developed to protect the integrity and intent of this emergency benefit. Instances other than what is listed below may be considered based on the circumstances of an individual; however, every effort will be made to adhere to the "Emergency" intent of this benefit.

The approval of FMLA leave does not guarantee approval of the use of the Emergency Sick Leave Bank.

2. Definition of "Emergency": For the purpose of this section, an emergency is:
 - a. A life threatening or emergency medical condition involving serious, extreme, or life-threatening illness, injury, impairment, or condition that is likely to require an employee's absence from duty for a period of time longer than the amount of sick and vacation leave available to the employee, and the health condition is such that it is not medically appropriate for the employee to delay in the absence in order to accrue additional sick or vacation leave prior to the absence. Some examples of such conditions include: advanced or rapidly growing cancers, acute life-threatening illnesses, chronic life-threatening conditions in need of immediate care, life-threatening infections, severe injuries arising from automobile or other serious accidents and severe or life-threatening conditions involving failure of bodily organs or systems (e.g., heart attack). The absence may be continuous, as in hospitalization following surgery or an accident, or intermittent, as in periodic absences for chemotherapy or other procedures.
 - b. A catastrophic personal injury or illness affecting the mental or physical health of an employee and has had a major impact on life functions.
3. Eligibility: The SRCCPA may activate an Emergency Sick Leave Bank for a member of the bargaining unit when the following criteria are met:
 - Leave is due to a serious health condition (i.e., Emergency) of the employee only. See the definition of "Emergency" above. Note: While leave due to a

serious health condition may be intermittent, for the purpose of the Emergency Sick Leave bank, each related leave is considered an occurrence.;

- All paid benefits have been exhausted by the employee;
- The employee is not eligible for Disability benefits (SURs);
- The employee has worked at SRC for a minimum of one year;
- The employee must have donated to the sick bank within the past twelve (12) months if a donation to the sick bank was requested.

4. Emergency Sick Leave Bank Administration / Procedure: The follow procedures are required to be followed. Failure to follow the proper procedure or late submissions may result in denial of the use of the Emergency Sick Leave Bank.

- a. An eligible member of the bargaining unit must submit a Classified Sick Bank Request Form to the SRCCPA Executive Committee ten (10) days prior to the need for emergency sick leave bank hours. The completed form must include medical documentation or information deemed necessary to make a responsible decision to activate the Emergency Sick Leave Bank.

Note: The employee is required to keep in contact with the Executive Committee with regard to his/her progress/prognosis and return to work date during the period in which the Emergency Sick Leave Bank is being utilized. Frequency of contact shall be determined by the Executive Committee.

- b. Upon receipt of the form and documentation referenced in item "a." above, the SRCCPA Executive Committee will consider the request and make the decision to grant or deny sick bank benefits within ten (10) days. The decision to grant or deny sick bank benefits is the exclusive right of the SRCCPA Executive Committee and therefore the decision to grant or deny sick leave bank benefits is final.
- c. Upon approval, the Executive Committee will request donations of Paid Time Off and/or sick leave benefits from all full and part time employees of the bargaining unit. Each member of the bargaining unit may donate up to forty (40) hours to the Emergency Sick Leave Bank per occurrence.
- d. The Association Treasurer will collect and tabulate donation forms and meet with the Human Resources Office to make arrangements for the administration of donated hours.
- e. Benefits will be paid at the receiving employees' current rate of pay.
- f. The maximum allowance for any one person receiving sick bank benefits will be twenty (20) days per a rolling 12 months.
- g. The Human Resources Director will be notified by the classified association when the sick leave bank is activated.
- h. Use of the Emergency Sick Leave Bank for purposes other than stated above may result in immediate elimination of benefits to the sick leave bank.

C. Bereavement

All full-time Classified Personnel shall be entitled to three (3) days leave absence without loss of pay due to the death of any member of his/her immediate family or member of the household (person residing within the house for at least (12) months). Additional bereavement leave, while not to exceed three (3) days, may be deducted from the employee's accumulated sick leave. Members of the immediate family are defined as: mother, father, foster parents, foster children,

step-parents, step-children, spouse, son, daughter, brother, sister, in-laws, (mother, father, son, daughter, brother, sister), aunt, uncle, niece, nephew, grandparents, grandchildren, or the employee was the deceased primary care giver . In addition, a total leave of eight (8) hours per fiscal year may be granted for funerals in case of the death of other family members or close friends, with approval from his/her immediate administrative supervisor.

D. Disability Leave

Any employee who presents satisfactory evidence from a physician of a disability due to illness or accident beyond the time which is covered by accrued sick leave benefits, shall be granted a leave of absence without pay or College paid benefits, providing he/she provides, in writing, to the President of the College, the request and rationale for a leave of absence. Such leaves may be for a period not to exceed one (1) year in length.

If the employee does not return to work at the end of the one (1) year period, the employee shall be deemed to have resigned. There will be no accrual of paid time off or sick leave benefits during this leave of absence. Upon return from a medical leave of absence, the employee must present to the Human Resources Director, written authorization from the physician approving the return to full-time work with or without reasonable accommodation.

E. Family and Medical Leave

The parties agree to incorporate and abide by the College's Family and Medical Leave Policy.

F. Jury Duty

Any Classified Personnel member called for jury duty or subpoenaed to attend court on behalf of the college for an incident that happened while the employee was at work and/or on College time, shall be granted leave with pay for such purposes to maximum of twenty (20) work days per call to duty. Jury duty notification or subpoena shall be presented to the employee's supervising administrator as far in advance as is practical and a copy shall be sent to Human Resources. The College will have the right to request the appropriate authority to release such personnel members from jury duty or the court appearance in any manner permitted by law. The Personnel member is expected to report for regular College duty when his/her attendance in court is not required either for the aforementioned jury duty or as a subpoenaed witness.

The Classified Personnel member will elect either to receive payment from the county or the College district. If the employee elects to receive payment from the College district, he/she must remit all payments for jury duty to the College, except the money for meals and for transportation. The Classified Personnel member must provide Human Resources with an official document from the County that indicates the dates he/she attended court and the amount that he/she was paid per day of attendance. If the employee fails to provide Human Resources with the required documentation within fifteen (15) college days of the completion of Jury Duty services, the employee will not receive pay from the College on the days that he/she was absent.

G. Other Leaves

Any leave other than those mentioned in sections A through F must be pre-approved by the President or his/her designee. The leave shall not exceed twelve (12) months and is without College pay and College paid benefits. The employee will not accrue paid time off or sick time while on the leave. At the expiration of the leave of the employee, he/she shall be reinstated in a position of similar status to the position at the time of granting the leave, if available, or of the same pay rate. Failure to report for assignment at the expiration of any leave of absence shall be considered equivalent to a resignation.

SECTION X: COURSES, WORKSHOPS, SEMINARS

A. Variable Tuition

All Classified Personnel members may attend credit courses at a variable tuition rate of one dollar (\$1) per credit hour plus course fees.

The immediate family of full-time Classified Personnel members may also attend credit courses at a variable tuition rate of one dollar (\$1) per credit hour plus course fees. The immediate family of all full-time employees of the College may also attend credit courses offered by the College under the same policy, at the tuition rate of one dollar (\$1) per credit hour plus course fees, provided, however, that all said family members shall be subject to the same rules and regulations and entrance requirements as a regular student of the College. Immediate family members, for the purposes of this benefit, shall include the spouse of any employee and any dependent child. For clarification of this benefit, please reference Policy 3.3.15 Variable Tuition Benefit..

In addition, in the event of a Classified Personnel member's death this benefit would accrue to his/her dependents as previously defined for a period not to exceed two (2) years after the death of the employee.

Any Classified Personnel member may take a course at Spoon River College during working hours with appropriate approval. The Classified Personnel member must request the time away from work in writing to his/her immediate supervisor. The request must include a provision for making up the time off through flex-time or the use of paid time off. If flex time is requested, the supervisor and employee will mutually agree to an adjusted work schedule. If an agreement between the Classified Personnel member and his/her immediate supervisor cannot be reached, the member may issue a written appeal to his/her supervising administrator. If the Classified Personnel member is not satisfied with the administrator's decision, a final written appeal may be made to the College President. The President's decision is final and binding. Only one course per semester may be taken during normal working hours.

B. Job Related Training

Each full-time and regularly scheduled part-time Classified Personnel member may attend job-related workshops and seminars with the prior approval of their immediate supervisor. Employees will receive pay for travel time to and from seminars and workshops. If an employee is traveling on a weekend to a work-related workshop or seminar, the employee will only be paid for the time it takes them to get there and to return to the college or their home, whichever is closer.

Each full-time and regularly scheduled part-time Classified Personnel member, with mutual agreement between the employee and the supervisor, may attend job related college course/courses during normal work hours, without loss of pay, and at no cost to the employee.

C. Tuition Reimbursement

All full-time employees with a minimum of one year of continuous employment who take a course at a college other than Spoon River College, which is pre-approved by the supervising administrator, will be reimbursed for tuition and course related fees at the standard undergraduate rate at the institution where the course is offered, not to exceed \$150/credit hour. It will be reimbursed based on a grade of C or above. Courses resulting in a grade below a C will not be reimbursed. Tuition will be reimbursed at the standard graduate rate at the institution where the course is offered, not to exceed \$175/credit hour. It will be reimbursed based on a grade of C or above. Courses resulting in a grade below a C will not be reimbursed.

Reimbursement will be no less than one-half (1/2) of the per credit hour rate at Western Illinois University.

Tuition reimbursement is limited to 12 credit hours per fiscal year.

If employee voluntarily terminates employment with Spoon River College within the 12-month period immediately after completion of the class(es), he/she will be responsible for repayment of the amount of reimbursement provided by Spoon River College.

SECTION XI: PERFORMANCE EVALUATIONS

The evaluation process reflects Spoon River College's commitment to strengthening the effectiveness of all employees. An important aspect of this commitment is fair, consistent, and effective evaluation. Performance evaluations are a means to support this commitment and are the responsibility of both the employee and the supervisor.

Evaluations shall be conducted in accordance with College policy.

Any suggested changes to job descriptions, titles, or duties cited on any evaluation form shall be addressed in the process outlined in Employment Considerations section.

SECTION XII: SENIORITY, LAYOFF, RECALL

A. Seniority

Seniority shall be defined as the length of an employee's continuous employment with the College within jobs covered by this bargaining unit. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to utilization of approved leaves of absence, paid time off benefits, time on recall, or normal breaks in contractual year for that job. A seniority list for employees covered by this bargaining unit shall be posted each year prior to October 1, reflecting the length of service of each employee, including those on layoff.

B. Layoff

Layoffs or reduction in hours, if necessary, by department shall be in order of seniority, least senior first. Notice to the employee whose hours are to be reduced shall be issued at least sixty (60) calendar days prior to the effective date of the layoff/reduction, except in the case of a fifty percent (50%) or greater grant funded position, when the employee shall be given a fourteen (14) calendar day written notification prior to the effective date of layoff/reduction.

C. Bumping

Employees affected by layoff or reduction in hours in the section above shall have a right to displace (bump) a less senior employee if he/she possesses minimum substantially equal qualifications for the position. Employees will receive appropriate training for the position and shall fulfill the probationary period as referenced in Section IV. If the probationary period is not fulfilled, the affected employee does not lose recall rights into original position as referenced in the recall section below.

Full-time and regularly scheduled part-time employees shall be on separate seniority lists, and there shall be no bumping between lists.

Upon receipt of a layoff notice, the affected employee shall receive a list of positions with less seniority in which the employee has a right to displace (bump) within the full time or part time seniority list, if he/she possesses minimum substantially equal qualifications for the position. The employee shall have ten (10) days to inform the College and the SRCCPA of his/her intentions to

not bump or to bump and the position in which he/she intends to bump into. The employee shall contact the Human Resources Director and SRCCPA Chair in writing. After ten days, the decision is irrevocable.

D. Recall

When offering an employee on the recall list a position, Human Resources shall offer the position to the employee by telephone. There will be one attempt to contact the employee by telephone. The date and time of this attempt will be documented. The verbal offer will be verified by certified letter sent to the employee's home address. The employee will have three days from the receipt of the letter to accept the position. A lack of response from the employee will be considered a denial. If the employee fails to pick up the certified letter within ten working days from the date that the letter was sent out, this will also be considered a denial.

The employee will begin working at the College two weeks from the date the employee accepts the position. If mutually agreed upon by the employee and the employer, the employee may begin working any time within the two-week period. An employee will be allowed to deny one recall within the year. After a second denial, the employee will be removed from the recall list.

The recall period shall be equal to one (1) year from the effective date of the layoff. If within the employee's recall period, a vacancy occurs, the most senior employee provided employees are relatively equal in skill and ability to perform the work for the vacancy shall be offered the position.

Paid time off benefits, sick leave, seniority, and other benefits shall not be earned while on layoff. However, such benefits shall be reinstated at the level the employee enjoyed at the time of the layoff when he/she is recalled.

SECTION XIII: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A complaint arising from a misinterpretation or misapplication of the provisions of this agreement.
2. Aggrieved - The person filing the grievance, or the Association filing a grievance on behalf of Classified employees.
3. Days - Days, as used in this procedure, shall mean any day employees are scheduled for work.

B. Conditions

The grievance procedure will be as follows:

1. No meetings or hearings of any grievance may be conducted by the College or its agents without notification to the Association.
2. Time limits may be extended upon the mutual written agreement of both parties. Failure to communicate a decision by the College at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent. Failure to communicate an appeal by the employee shall be considered a withdrawal of said grievance unless said employee is incapacitated.

3. Hearings and/or meetings under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
4. The grievance may be withdrawn without prejudice at any step. A grievance, once withdrawn, may not be reinstated.
5. An IEA representative and/or Legal counsel will be permitted to act as the aggrieved employee's advocate in any meeting held.
6. Neither party may introduce new evidence in an arbitration hearing which was not disclosed to the other party prior to submission to arbitrator.
7. No reprisals will be taken by the SRCCPA, the Board of Trustees, or the Administration, against an employee because of the employee's participation or nonparticipation in a grievance.
8. All grievances will be filed on the mutually agreed upon grievance form.

C. By-pass Provision

Any step of the grievance procedure may be bypassed by mutual consent of the Association and the College.

D. Point of Origin

A grievance will be lodged at its point of origin, and the general procedure relating to that step will apply, including the right to appeal.

E. Grievance Steps

Step 1: In the event a grievance is alleged, the aggrieved shall informally discuss the grievance with the appropriate administrative officer in charge of that area to which the grievance relates. At the aggrieved employee's option, an Association representative may act as an advocate at the meetings. Within thirty (30) calendar days from the date which an employee becomes aware of the event giving rise to the grievance, or reasonably should have become aware, the aggrieved shall present a written grievance to the Human Resources Director. However, in the event the College's action is not in the employee's reasonable awareness, the thirty (30) day limit is not applicable and a sixty (60) day period after occurrence shall be in effect. The administrative representative shall, within fifteen (15) days after receipt of the grievance, investigate said grievance, and convene a meeting at which the aggrieved may present the grievance. The Human Resources Director shall have five (5) days after the grievance meeting is held to submit a written response to the aggrieved which shall contain an explanation of the determination.

Step 2: If the grievance is not resolved to the satisfaction of the aggrieved, the party may appeal the decision within twenty (20) days after receipt of the previous level decision, to the next level administrator having authority to dispose of the grievance. If the next level administrator is the College President, the appeal is made pursuant to Step 3. The next level administrator shall, within fifteen (15) days, investigate the matter and convene a meeting at which the aggrieved may present the grievance. The Administrative Representative shall have five (5) days after the grievance meeting is held to submit a written response to the aggrieved which shall contain an explanation of the determination.

Step 3: If the grievance is not resolved to the satisfaction of the aggrieved, the party may appeal the decision within ten (10) days after receipt of the previous level response, to the College President. The President or his/her designee shall have fifteen (15) days after receipt of the

written appeal, to investigate the matter and convene a meeting at which the aggrieved may present the grievance. The Administrative Representative shall have five (5) days after the grievance meeting is held to submit a written response to the aggrieved which shall contain an explanation of the determination.

Step 4: If the grievance is not resolved to the satisfaction of the Association, the SRCCPA may appeal the matter within twenty-five (25) days to final and binding arbitration through the Federal Mediation & Conciliation Service. The arbitrator shall not have the authority to modify the terms of the contract.

SECTION XIV: NO STRIKE

The SRCCPA-IEA/NEA agrees not to strike nor engage in a “sympathy strike” during the term of this agreement. The College agrees not to engage in a lock-out of the employees during the term of this agreement.

SECTION XV: DURATION

All the terms and conditions of the FY 2021 contract shall remain in full force and effect.

The term of this agreement shall be effective from July 1, 2021 through June 30, 2024. The terms and conditions of the contract may be modified through the written mutual consent of its parties. If any provision of this contract is found to be in violation of the state or federal law, that provision only will be renegotiated to bring it into compliance.

This contract may be extended by mutual agreement of both parties.

For the Board of Trustees of
Spoon River College District #534

For SRC Classified Personnel
Association-IEA/NEA:

Board of Trustees Chair

SRCCPA Chair

Board of Trustees Secretary

SRCCPA Vice-Chair

SRCCPA Executive Committee

SRCCPA Executive Committee

DEFINITIONS

Association - Spoon River College Classified Personnel Association/Illinois Education Association/National Education Association. Referred to in this document as the SRCCPA/IEA/NEA.

Association members - employees who are members of the union, also known as the SRCCPA/IEA/NEA.

Bargaining unit - all full-time and regularly scheduled part-time classified positions covered by this contract.

Classifications - groups of bargaining unit positions used for salary administration. There will be no decrease in current wages for existing employees due to reclassification or changes in job titles.

Day - any day the College is open for business from 8:00 a.m. - 4:30 p.m. Monday through Friday.

Full-time employee - anyone who is regularly scheduled to work at least thirty (30) hours per week.

Paid time-off (PTO) - Part-time employees accrue this benefit for use of personal time, professional appointment time, sick time, non-paid holiday time, and vacation time benefits.

Part-time employees - anyone who is regularly scheduled to work less than thirty (30) hours per week.

Performance Improvement Plan (PIP) - documentation of discussion regarding employee performance. Does not reside in the employee's personnel file.

Probation - is a trial period for evaluation of the employee's job performance, based on job responsibilities.

Resources - anything the College has to pay for or pay to maintain.

SRCCPA - Spoon River College Classified Personnel Association.

Temporary employee - any classified employee who is not full-time or regularly scheduled part-time. Temporary employees are not covered by this contract.

Year - fiscal year July 1 - June 30.

APPENDIX A: JOB CLASSIFICATIONS

A. Full Time Job Classifications

JOB CLASSIFICATION(S)	JOB TITLE(S)	Current STARTING HOURLY RATE 7/1/2021	STARTING Hourly Rate 1/1/2022
Business & Auxiliary Services	Specialist, Accounts Payable (1)	\$11.25	12.00
Business & Auxiliary Services	Specialist, Student Accounts (1)	\$11.25	12.00
Business & Auxiliary Services	Specialist, Business Svcs (1)	\$11.25	12.00
Business & Auxiliary Services	Specialist, Auxiliary Svcs (1)	\$11.25	12.00
Business & Auxiliary Services	Sr. Assistant Auxiliary Svcs (1)	\$11.25	12.00
Campus Services	Assistant, Campus (Macomb) (1)	\$11.25	12.00
Campus Services	Assistant, Campus (Havana) (1)	\$11.25	12.00
Clerical Services I	Office Assistant, Financial Aid (1)	\$11.00	12.00
Clerical Services I	Office Assistant, Student Support Services Grant (1)	\$11.00	12.00
Clerical Services I	Office Assistant, Reception Desk / Facilities (2)	\$11.00	12.00
Clerical Services I	Office Assistant, Student Services (Macomb) (1)	\$11.00	12.00
Clerical Services II	Sr. Office Assistant, Student Services (1)	\$11.25	12.00
Clerical Services II	Sr. Office Assistant, Nursing and Allied Health (1)	\$11.25	12.00
Clerical Services II	Sr. Office Assistant, Community Outreach (2)	\$11.25	12.00
Clerical Services II	Sr. Office Assistant, Macomb Campus (1)	\$11.25	12.00
Clerical Services II	Sr. Office Assistant, Adult Education (1)	\$11.25	12.00
Facilities I	Technician, Maintenance (2)	\$13.25	13.25
Facilities II	Technician, Maintenance Lead Person (2)	\$13.25	13.25
Student Services	Specialist, Financial Aid/Veterans (1)	\$11.25	12.00
Student Services	Specialist, Admissions/Recruiting (1)	\$11.25	12.00

B. Part-Time Job Classifications

JOB CLASSIFICATION(S)	JOB TITLE(S)	STARTING HOURLY RATE 7/1/2021	STARTING Hourly Rate 1/1/2022
Campus Services	Assistant, Community Outreach Center (1)	\$11.00	12.00
Campus Services	Assistant, Campus (1)	\$11.00	12.00
Clerical Services I	Office Assistant, LRC (1)	\$11.00	12.00
Facilities I	Technician, Maintenance (1)	\$11.00	12.00
Food Services	Assistant, Food Services (3) (2 nine month/ 1 twelve month)	\$11.00	12.00