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ARTICLE I Recognition Definition

A. Definition (Full-Time and Part-Time)

The Board of Trustees of Community College District #509, Kane, Cook, DuPage, McHenry, and DeKalb Counties, and the State of Illinois, hereinafter referred to as the "Board," recognizes the Support Staff of Elgin Community College Association affiliated with the Illinois Education Association - National Education Association, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all employees who fall under the following definition of the unit:

All full and Part-Time Support Staff, excluding tutors, seasonal, temporary, and contingent employees, supervisors, managers and confidential employees as defined in the Illinois Educational Labor Relations Act.

B. Definition of Members (Full-Time and Part-Time)

Members of this Bargaining Unit shall be referred to as "employees" in this Agreement.

C. Sole Bargaining Agent (Full-Time and Part-Time)

The Board agrees not to negotiate or consult with any other employee organization relating to the Unit described above, individual employee, or group of employees as defined in the previous section, with regard to wages, hours, terms, and conditions of employment, additional compensation (including stipends, honoraria, etc.), other negotiable items under the law, unless otherwise provided for in this Agreement or unless mutually agreed to by Human Resources (the Board's designee) and the Union.

D. Unit Definition (Full-Time and Part-Time)

1. Full-time support staff shall be defined as any employee who regularly works more than thirty-five (35) hours per week.
2. Part-Time employees are employees who are regularly scheduled to work thirty five (35) or fewer hours a week.

E. Definition of Elgin Community College (Full-Time and Part-Time)

Elgin Community College will be referred to as "the College" in this Agreement.

F. Definition of Spouse (Full-Time and Part-Time)

For the purposes of this agreement the term "spouse" shall include but not limited to domestic partners, and civil unions. All rights and benefits afforded to employee spouses and dependents under this agreement shall be extended to domestic partners as defined by an "Affidavit of Domestic Partnership". Similarly, dependent children of employees' domestic partners shall be defined as employees' dependent children.

The Board will afford domestic partner in accordance with regulations and requirements from insurance vendors, county, state and federal government.

G. Working Days (Full-Time and Part-Time)

Working days do not include Saturdays, Sundays, holidays or days that the administrative offices are not open.

H. Other Duties Assigned (Full-Time and Part-Time)

Other duties assigned are those duties that are related to the job description.

I. Like Positions (Full-Time and Part-Time)

Like positions are defined as similar in responsibilities and requirements, are within the same salary group, and have the same type of reporting structure.

J. Contingent Employees (Full-Time and Part-Time)

Contingent employees are employed on an as needed basis for short or sporadic periods of employment. Their employment does not consist of a regular or consistent work schedule.

ARTICLE II Union and Employee Rights

A. Meetings, Notices, Information (Full-Time and Part-Time)

1. Board Packet

A copy of the Board packet, agenda, non-confidential exhibits, and minutes shall be made available to the Union President or designee at his or her work station by 3:00 P.M. Friday before the regularly scheduled Board meeting on Tuesday. A copy of materials furnished to representatives of the press and other organizations at the Board meetings shall be provided to the Union President or designee prior to or within twenty-four (24) hours following the Board meeting.

2. Public Information

The Board shall make available public information necessary to conduct negotiations. This shall include relevant financial statistics. Such materials shall be provided within five (5) working days following a written request to the Union President or designee. This section shall not be construed as requiring the Board to research or compile data.

B. Facilities Equipment (Full-Time and Part-Time)

1. Posting of Union Information

The Union shall be provided with a 4' x 8' bulletin board for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union, signed by an appropriate officer thereof, and shall include an expiration date. Such materials shall not be derogatory to any person.

2. Intracollege Mail Service

The Union shall have the right to use the intracollege mail service and employee mailboxes for the circulation and distribution of internal communications. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fees. This privilege is granted exclusively to the Union. In preparation to use this service, the Union shall be responsible for grouping such mailings by department or location and placing them in standard inter-office envelopes.

3. Equipment and Office Space

a. The Union shall have the right to use College office and reproduction equipment (e.g., duplicating machines, PC and printer, telephones) and other supplies provided that such use does not occur during the employee's work time and does not otherwise interfere with the normal operation of the

College or its programs. The Union shall reimburse the Board for the reasonable cost of supplies and for any extraordinary expenses incurred as a result of misuse or damage to office equipment, normal wear and tear exempted. The Union may also utilize College meeting room facilities by making a request in accordance with College procedures. There shall be no charge for use of facilities where such facilities do not entail any additional costs. When the use of such facilities entails additional expenses, the Board may make a charge consistent with other College organizations.

- b. Employees shall have the right to use College computer equipment for non-business personal use, provided that such use does not occur during the employee's work time and does not otherwise interfere with the normal operation of the College or its programs.
- c. The College shall provide an office for the Union to conduct official business.

C. Right of Representation (Full-Time and Part-Time)

When an employee is required (asked) to appear before a supervisor or other Board representative for oral or written warnings related to job duties and performance, reprimand, suspension, or dismissal, the employee shall be entitled to have a representative of the Union present. The employee shall be given twenty-four (24) hour notice in advance of such meeting so he or she has time to make arrangements for Union representation, unless irreparable harm may ensue.

D. Printing of Agreement (Full-Time and Part-Time)

The Board shall be responsible for the reproduction of the Agreement and it shall be in a printed format mutually agreed upon. The cost of typing and reproduction shall be shared equally by the Board and the Union. The Board shall be responsible for delivering the copies of the Agreement to the Union President within thirty (30) calendar days after the signatures are affixed.

E. Employee Personnel Records (Full-Time and Part-Time)

Each employee shall have the right, upon request, to review the contents of his or her personnel file and to place therein written reactions to any of its contents within thirty (30) calendar days of the filing of the original material. Every effort shall be made to comply with the employee's request to review his or her file within twenty-four (24) hours. A designee from Human Resources may be present during this review for the sole purpose of ensuring that no materials are removed from the file.

The Board shall maintain only one (1) official personnel file for each individual employee, the file to be located in Human Resources. The employee shall have the right to place documents and materials in his or her personnel file, including but not limited to responses to evaluations, letters of commendation, notes of appreciation, and other appropriate items. Removal of materials from the personnel file shall occur only with the mutual consent of the employee and the Board. The employee may make photocopies of any and all documents in his or her personnel file at the customary cost, currently 10 cents per page.

The Board will not place evaluative material in an employee's personnel file until the employee has been given a copy of such material. All evaluative material in an employee's personnel file shall be dated with the date of prior notice to the employee and the date of placement in the file. Access to the employee's personnel file, without express written consent of the employee, will be limited to the employee and the Chief Human Resources Officer or designee.

F. Health and Safety (Full-Time and Part-Time)

Employees shall not be required to work under conditions which may be unsafe or hazardous or perform tasks which may endanger their health or safety without proper equipment or precautions or training. Warning signs shall be posted in and about all hazardous and/or dangerous areas and materials. Employees shall bring such conditions to the attention of the Vice President for Business and Finance. Such conditions are those conditions that do not meet Illinois Department of Labor requirements. Employees shall be appointed to a College safety committee to address safety concerns.

G. Building Shut Down and Closure Due to an Emergency (Full-Time and Part-Time)

Employees shall not lose pay when buildings are closed due to unforeseen conditions which are beyond the College's control. If conditions force the Board to close a building permanently or for a period of time exceeding sixty (60) consecutive calendar days, and the Board decides to reduce the number of employees, such reduction in force shall be carried out in accordance with Article XI in this Agreement.

Any employee who is required to work on a day when the College is closed due to an emergency will be paid one and one-half (1½) times his or her normal rate of pay in addition to the pay he or she is entitled to under this section. An employee who reports to work, but who is not required to do so, will be paid his or her normal rate of pay with no additional compensation.

H. Union/Administration Meetings (Full-Time and Part-Time)

Upon the request of either party, the Union and the Board or their designee(s) shall meet 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. Union member(s) will notify immediate supervisor(s) in advance of such meetings. 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.

I. Release Time (Full-Time and Part-Time)

The Union President and/or designees shall be released from employment duties for ten (10) hours per week to conduct Union business. Hours not used within a week will accumulate, but not to exceed a total of four hundred sixty-six (466) hours per each year of the contract, for purposes of attending Union functions, and/or participating in conventions. The employee(s) shall suffer no loss of pay or benefits for exercising this right.

Release time will be taken based upon a mutually agreed flexible weekly schedule with the supervisor. This time is to be conducted away from the normal workstation(s) unless mutually agreed to between both parties (the supervisor and employee). Authorized release time taken by Union officials shall be reflected on individual time sheets.

Request for release time must be initiated by the SSECCA President or designee, and must be approved by the supervisor of the employee taking the release time. The release time request must be given in writing to the immediate supervisor at least forty-eight (48) hours in advance, except in an emergency.

J. Fair Share (Full-Time and Part-Time)

1. It is recognized that the Union, as the sole and exclusive bargaining agent, entails expenses for collective bargaining and contract administration which are appropriately shared by all employees who are beneficiaries of said Agreement. The Board shall deduct a sum equivalent to the proportionate share of the costs of the services rendered by the Union for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent in equal payments from the regular paychecks of the employee in the same manner as it deducts dues for members of the Union provided:
 - a. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB) and,
 - b. The Union has certified annually in writing to the Board the amount of such fair share fee and has certified annually in writing to the Board that such notice has been posted.
2. The Board will deduct Fair Share from all newly hired employees beginning with their first full pay period.
3. The Board will agree to deduct dues, in equal payments, from Union members provided written authorization is provided by the employee.
4. The Union, the Illinois Education Association and the National Education Association agree to defend, indemnify, and hold the Board harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Union or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
5. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action.
6. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

K. Committee Involvement (Full-Time and Part-Time)

SSECCA and the Board recognize the importance of employee involvement in committees that have institutional impact. Therefore, institutional committees shall include representatives of SSECCA with appropriate expertise and availability. The College will work with SSECCA to identify mutually acceptable representation to address institutional goals.

ARTICLE III Management Rights (Full-Time and Part-Time)

The Board has the responsibility and authority to manage and direct, on behalf of the public, the operations of the College to the full extent provided by law, limited only by the provisions of this Agreement and the Illinois Educational Labor Relations Act.

ARTICLE IV No Strike/No Lockout (Full-Time and Part-Time)

The Union agrees that for the duration of this Agreement it will not engage in a strike, work stoppage, or slowdown of any kind. The Board agrees that for the duration of this Agreement it will not engage in a lockout of employees.

ARTICLE V Grievance Procedure

A. Definition (Full-Time and Part-Time)

A grievance is any claim by the Union or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

B. Procedures (Full-Time and Part-Time)

The parties agree that it is usually most desirable for an employee and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union Representative may accompany the employee to assist in the informal or formal resolution of the grievance. If the informal process fails to satisfy the employee or the Union, a grievance may be processed using the following steps:

Step 1

The employee or the Union may present a grievance in writing to the immediately involved supervisor, or to the person who has the authority to adjust the issue of the grievance, within ten (10) working days following the end of the informal process or within twenty (20) working days following the date of the act or omission giving rise to the grievance or following the date on which the employee knew or, in the exercise of reasonable diligence if that date is later, should have known of such act of omission. The Supervisor will arrange for a meeting of the affected parties within six (6) working days after receipt of the grievance. The Supervisor shall provide a written response to the grievant within ten (10) working days after the meeting. The response shall include a reason for the decision.

Step 2

If the grievance is not resolved to the satisfaction of the employee or the Union at Step 1, then the Union may refer the grievance to the College President or his or her official designee within ten (10) working days after receipt of the response in Step 1. The College President or his or her designee shall arrange with the Union Representative for a meeting to take place within ten (10) working days of the College President's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as each party deems necessary. Within ten (10) working days of the meeting, the Union shall be provided with a written response from the College President or his or her designee, including the reasons for the decision.

Step 3

If the Union is not satisfied with the disposition of the grievance at Step 2 or if the time limits expire without the issuance of the College President's written reply, the Union may submit the grievance to final and binding arbitration. Within ten (10) working days of receipt of the above notice the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) working day period, the parties shall immediately and jointly request the American Arbitration Association to submit a panel of arbitrators. The American Arbitration Association shall serve as administrators of the proceeding. The Arbitrator's decision shall be final and binding. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

C. Authority of Arbitrator (Full-Time and Part-Time)

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 specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the arbitrator shall be final and binding.

D. Bypass to College President (Full-Time and Part-Time)

If the Union and the College President agree, Step 1 of the grievance procedures may be bypassed and the grievance brought directly to Step 2.

E. Bypass to Arbitration (Full-Time and Part-Time)

If the College President and the Union agree, a grievance may be submitted directly to arbitration.

F. Union Participation - Employee Represented (Full-Time and Part-Time)

The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's Representative is not present.

G. Union Participation - Employee Not Represented (Full-Time and Part-Time)

When an employee is not represented by the Union, the Union shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure. The administration shall make every effort to notify the Union of any adjustment of a grievance filed at the informal level when the Union is not present.

H. No Reprisals Clause (Full-Time and Part-Time)

No reprisals shall be taken by the Board or the Administration against an employee because of his or her participation in a grievance.

I. Release Time (Full-Time and Part-Time)

Should a grievance hearing require that an employee or a Union Representative be released from his or her regular assignment; he or she shall be released without loss of pay or benefits.

J. Filing of Materials (Full-Time and Part-Time)

All records related to a grievance shall be filed separately from the personnel files of the participants.

K. Grievance Withdrawal (Full-Time and Part-Time)

A grievance may be withdrawn at any level without establishing precedent and shall be deemed as never having been filed.

L. Time Limit Extension (Full-Time and Part-Time)

Time limits may be extended by the mutual consent of the Union and the Board.

M. No Written Response (Full-Time and Part-Time)

If no written response or decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

N. Expense of Arbitration (Full-Time and Part-Time)

Each party shall bear the full cost of its representation in arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, these costs shall be divided equally between the parties.

ARTICLE VI Working Hours and Overtime

Maintaining regular attendance is a condition of employment and an essential function of an employee's job. Being absent from work diminishes a work unit's ability to fulfill its mission and impacts morale.

A. Working Hours (Full-Time)

Unless an alternative/flex work schedule has been mutually agreed to between an employee and his or her immediate supervisor, the regular employment work day, outside of the summer schedule, and with the exception of those positions which are indicated in the job description to work outside of the regular employment work week, shall include:

1. Eight (8) hours of continuous work, Monday through Friday. Included in this eight (8) hour period are two (2) fifteen (15) minute paid breaks, one (1) before an unpaid meal period and one (1) after. Break times will be coordinated by the immediate supervisor to ensure coverage and will normally fall near the middle of the four (4) hour shift.
2. Employees shall be entitled to a one (1) hour unpaid meal period unless a different duration is mutually agreed to between the employee and his or her immediate supervisor. Each meal period shall normally fall between the third (3rd) and fifth (5th) hour of the employment day unless mutually agreed to between the employee and his or her immediate supervisor.
3. Those positions which are required to be available on campus during their entire shift (e.g., campus safety officer) will receive a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks, one (1) before the meal period and one (1) after.

B. Summer Schedule (Full-Time)

Unless an alternative work schedule has been mutually agreed to between an employee and his or her immediate supervisor, the summer schedule employment workweek shall include:

1. Nine (9) hours of work, Monday through Thursday, for a total of thirty-six (36) hours in the employment week.
2. Employees shall be entitled to a thirty (30) minute unpaid meal period each nine (9) hour day unless a meal period of a different duration is mutually agreed to between the employee and his or her immediate supervisor.
3. Regular paid breaks shall be fifteen (15) minutes in duration. Employees shall be entitled to two (2) breaks each day, one (1) before the meal period and one (1) after.
4. Employees shall not lose pay from the regular employment workday during the summer schedule.
5. Some areas of the College may be required to offer services on Fridays. Those areas shall be determined by the College President. In those areas the workweek will be nine (9) hours a day, four (4) continuous days for a total of thirty-six (36) hours.
6. The work week for those positions which are indicated in the job description to work outside of the regular employment work week shall be nine (9) hours of work per day, for four (4) continuous days, for a total of thirty-six (36) hours.

C. Overtime (Full-Time)

1. Definition

Overtime is work required by the supervisor in excess of forty (40) hours per week, or thirty-six (36) hours in the summer, during the ten (10) week (eleven (11) week, when substituted for Independence Day) summer period for all non-exempt employees.

2. Eligibility

To qualify for overtime pay, an employee must work his or her scheduled weekly shift of forty (40) hours (thirty-six (36) in the summer) which may include a scheduled vacation day, holiday, personal leave, or sick leave. In the event of an unscheduled sick leave, Human Resources may request a physician's certificate confirming his or her illness. If the overtime is offered after sick leave was taken, no physician's certificate will be required to qualify for overtime pay.

All work which is normally performed by Bargaining Unit employees must remain as Bargaining Unit employee work. To achieve this end, required overtime shall be offered first to employee(s) by seniority who normally performs the work. If the employee(s) declines the overtime, then the overtime will be offered to other Bargaining Unit employees by seniority within the same department, provided they are qualified to perform the job requirements as set forth in the job description.

3. Compensation

Overtime shall be compensated at one and one-half (1 ½) times the normal hourly rate of pay for non-exempt employees except as it applies to Section 4 in this article.

D. Call Back (Full-Time)

Emergency is defined as work that if not attended to immediately would cause hardship to the operation of the department and/or college, and cannot wait until the employee's next regularly scheduled shift.

Non-emergency is defined as work that does not require immediate attention but one that the supervisor would like to have taken care of prior to the employees next regularly scheduled shift.

1. All employees who are asked to return to work at their original job assignment, not adjacent to their regular employment workday schedule, shall be compensated for a minimum of two (2) hours at the rate of one and one-half (1 ½) times their normal hourly rate of pay for the call back hours. Mileage will be reimbursed round trip (to and from) their primary residence at the current IRS rate only if called back after completing a regular employment work schedule. If an employee is called in to work due to an emergency on a non-premium holiday, the call back language will apply.
2. If any employee (exempt or non-exempt) is called by any supervisor at home for a work-related emergency and resolves the request at home, he or she will be paid a minimum of two (2) hours of call back pay. If the employee is unable to resolve the request, the call shall be compensated as a non-emergency call.
3. If a non-exempt employee is called by any supervisor at home for a work related non-emergency and resolves the request at home, he or she will be paid at the overtime rate in increments of fifteen (15) minutes, for the total time that is spent on the matter. Example: 20 minutes would equal 30 minutes on the time card, paid at the overtime rate.
4. If an exempt employee is called by any supervisor at home for a work-related non-emergency and resolves the request at home, he or she will accumulate compensatory time, in increments of fifteen (15) minutes, for the total time spent on the matter.
5. If a supervisor calls an employee at home and does not indicate that the call is a work-related non-emergency, the call is considered a work-related emergency and shall be compensated at the agreed upon pay terms.

See Appendix A for scenarios.

E. Compensatory Time – Non-Exempt Employees (Full-Time)

Any time worked by a non-exempt employee over forty (40) hours per week or thirty-six (36) hours per week during the summer schedule shall be considered overtime and shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay as calculated pro-rata, except under the following conditions:

1. When overtime pay is due a non-exempt employee, the employee may request time off with regular pay in lieu of overtime pay. Such time off shall be calculated by multiplying the hours worked over forty (40) in a week by one and one-half (1 ½). (Example: One (1) hour worked over forty (40) in a week equals one and

one-half (1 ½) hours of time off at regular pay or thirty-six (36) hours during the ten (10) week summer period).

2. The employee shall be entitled to accumulate time off in lieu of overtime pay up to forty (40) hours. In no case shall such time be accumulated to more than forty (40) hours.
3. The time off may be taken with approval of the immediate supervisor. If time off is denied, the employee will be paid on the following pay period for such time at the overtime rate. Requests to use compensatory time should be made in writing (via eTime, if possible) at least twenty-four (24) hours in advance.

F. Compensatory Time - Exempt Employees (Full-Time)

1. **Definition**
Compensatory time is work required by the supervisor in excess of forty (40) hours per week or thirty-six (36) hours per week during the ten (10) week summer period performed by exempt employees.
2. **Eligibility**
Compensatory time shall be offered to employees within the department in order of seniority.
3. **Compensation**
Employees exempt from overtime shall be entitled to time off to compensate for hours worked over forty (40) per week at the rate of one to one (1:1). In no case shall compensatory time accrue in excess of forty (40) hours.
4. **Usage**
Requests to take time off using compensatory time should be made in writing (via eTime if possible) to the immediate supervisor or designee at least twenty-four (24) hours in advance.

G. Alternate Work Schedule (Full-Time)

1. **Definition**
An employment work schedule which is mutually acceptable to the employee and his or her immediate supervisor which occurs on a regular basis in which the employment hours and/or days vary from the regular work schedule and/or the summer schedule.
2. Employees may request an alternate work schedule for employment hours and/or days. Employees who desire an alternate schedule shall submit a written request to their immediate supervisor. A meeting between the two parties shall be held to clarify and confirm details of the alternate schedule. The supervisor shall provide a written approval/denial or other response to the employee within ten (10) working days of receipt of a written request. Denied requests may be appealed within ten (10) working days to the next level of administration whose decision shall be final. Appeals will be resolved within ten (10) working days and both parties (employee, immediate supervisor) will be notified of the decision in writing. Each approved schedule shall be non-precedential and subject to revision and/or rescission after a trial period of one (1) semester. Upon successful completion of this trial period, this schedule will become the employees permanent work schedule.

H. Flex-Time (Full-Time)

1. Definition

An employment work schedule which is mutually acceptable to the employee and his or her immediate supervisor which occurs on a temporary basis in which the employment hours, days, and/or location varies from the regular work schedule, work site and/or the summer schedule.

2. Employees may request flex-time for employment hours and/or days.

Employees who desire flex-time shall submit a written request to their immediate supervisor. A meeting between the two parties shall be held to clarify and confirm the details, which will include the time limitation. The supervisor shall provide a written approval/denial or other response to the employee within ten (10) working days of receipt of a written request. Denied requests may be appealed within ten (10) working days to the next level of administration whose decision shall be final. Appeals will be resolved within ten (10) working days and both parties (employee, immediate supervisor) will be notified of the decision in writing. Each approved schedule shall be non-precedential.

I. Shift Change (Full-Time)

An employee may petition his or her supervisor to work a different shift within the same job type if an opening becomes available. If more than one (1) employee petitions for the shift change, seniority shall rule.

J. Additional Work Hours for Part-Time Employees (Part-Time)

1. Additional work hours will be offered by the supervisor to the most senior Part-Time member of the Bargaining Unit who normally performs the work.

2. In the event that additional work hours become available due to an emergency or very short notice, the additional work hours will be offered to the most senior Part-Time employee who is physically present, within the same work group.

ARTICLE VII Working Conditions

A. Pay Period (Full-Time and Part-Time)

Employees shall be paid bi-weekly on Friday including the period when the summer schedule is in effect. If a regular payday falls on a premium holiday, employees shall be paid on the business day preceding the holiday.

B. Additional Work (Full-Time and Part-Time)

1. Definition

Additional work includes the essential duties of another bargaining unit position or work which is not in the employee's job description, is not normally performed by the employee, or is not related to the employee's job description. Compensation for any additional work shall be negotiated by Human Resources and the Union prior to the work being done.

2. A full-time employee will receive a ten (10) percent increase in his or her current salary or the minimum salary for the classification level to which the work has been assigned per day, whichever amount is greater. When an employee is asked and agrees to assume additional work, it is to be performed during the regular work day so that the business of the college can continue.

3. A Part-Time member who assumes duties of a higher classification level will receive a ten (10) percent increase in his or her current salary or the minimum salary for the classification level to which the work has been assigned, whichever amount is greater. Pay will be based on the actual hours worked at the higher level outside of the normally scheduled workday.

A Part-Time member who assumes duties of the same or a lower classification level will receive his or her current rate of pay. Pay will be based on the actual hours of additional work outside of the normally scheduled workday.

4. The employee shall retain the right to refuse additional work without reprisal.

C. Backup Definition (Full-Time and Part-Time)

Backup is when an employee is asked to perform the duties of another employee as described in his or her job description, but not in addition to his or her duties. Such instances might include: peak time, breaks, and all absences.

D. Long-Term Temporary Promotion (Full-Time and Part-Time)

1. Definition

A temporary promotion into an open higher group position that lasts over thirty (30) days and up to one (1) year maximum with the ability to request more time.

2. The position will be posted by Human Resources internally for one (1) week.
3. An employee may apply for the temporary promotion. He or she must provide documentation to Human Resources showing he or she is qualified to do the essential functions listed in the job description.
4. The hiring manager may choose the employee to be placed in the position. The employee will leave his or her current position and move into the temporary position. An employee who is promoted to a position in a higher classification level will receive the minimum salary for the classification level to which the position has been assigned, or a 10% increase in his or her current salary, whichever is greater.

The employee will return to his or her previous position at the end of the temporary promotion, and will receive his or her previous salary and any salary increases that would have occurred had the promotion not taken place.

E. Temporary Administrative Appointment (Full-Time and Part-Time)

If an employee agrees to assume an administrative appointment, the employee's Union status will be negotiated between Human Resources and the Union.

F. Inappropriate Workplace Behavior (Full-Time and Part-Time)

1. Sexual Harassment

Sexual harassment is defined as any unwelcome advances or requests for sexual favors or any conduct of a sexual nature* when: a) submission to such conduct is made either explicitly or implicitly a term or condition of employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. A hostile work environment exists if a person's conduct

(unwelcomed sexual conduct) “unreasonably interferes” with an employee’s work performance or creates “an intimidating, hostile, or offensive working environment”.

*Behaviors which, if unwelcome, may be perceived as sexual harassment can be verbal, non-verbal or physical. Verbal harassment may include, but not be limited to, epithets, derogatory comments or jokes, suggestive and insulting sounds, or whistling. Physical acts may include obscene gestures, touching, leering, pinching, and brushing the body. Non-verbal behavior may include displaying offensive posters, cartoons, pictures or drawings.

2. Bullying in the Workplace¹

Workplace bullying refers to *repeated*, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which are intended to intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee(s).

Bullying behavior may include, but not limited to, an abuse or misuse of power and may create feelings of defenselessness and injustice in the target and undermines an individual’s right to dignity at work.

“Tough” or “demanding” supervisors are not considered bullies as long as they are respectful and fair and their primary motivation is to obtain the best performance by setting high, yet reasonable expectations for working safely.

3. Reporting Procedures

The Board has determined that bullying in the workplace, hostile working environment and a working environment wherein sexual harassment of employees are permitted fosters disrespect for fellow employees and supervisors, interferes with an employee’s work performance, and creates an intimidating work environment. Accordingly, sexual harassment of employees, hostile work environment, and bullying in the workplace shall not be permitted. Employees who are the victims of sexual harassment, hostile work environment, or bullying must notify the College through the College Paralegal and EEO/AA Officer and the Chief Human Resources Officer. When requested by the employee, a Union Representative may accompany the employee. A formal report shall be made in writing, detailing the specifics of the charge to the College Paralegal and EEO/AA Officer and the Chief Human Resources Officer. Upon receipt of a charge or complaint, an investigation shall be conducted and a proposed remedy shall be proffered to all affected personnel. If the employee is dissatisfied with the response of the College Paralegal and EEO/AA Officer or the Chief Human Resources Officer, he or she may use the grievance policy as stated in this contract or appeal the matter in writing directly to the President or to the Board.

G. Travel Reimbursement (Full-Time and Part-Time)

Elgin Community College has established guidelines for reimbursement of persons who drive his or her own vehicles for College business and apply for mileage reimbursement. A driver shall possess a valid driver's license and the ECC Police Department will annually verify that the driver's license is valid. Drivers shall provide the ECC Police Department with a photocopy of both sides of his or her driver's license and the authorization form prior to submission of mileage claims. A travel claim must be submitted, properly approved by the individual's supervisor or other appropriate College administrator, to the Business Services Office. Mileage will be reimbursed for use of personal autos at the rate determined by the prevailing IRS rate as of July of the current year. Employees using personal vehicles for College business will maintain in force car insurance which will provide primary coverage.

H. Physical Exam Reimbursement (Full-Time and Part-Time)

When an employee is required to have a physical examination/procedure as a condition of his or her continuing employment, the Board shall pay the cost of such physical examination/procedure and/or any related tests and laboratory fees. The employee shall be given release time for such examination/procedure.

I. Position Description Questionnaires and Job Descriptions for New Positions (Full-Time and Part-Time)

1. A Position Description Questionnaire (PDQ) will be developed for each Union position and submitted to the Human Resources Department for evaluation and classification.
2. PDQ's will be evaluated and classified by a panel of employees who have been trained in the Hay Group methodology. A PDQ evaluation and classification panel will consist of no fewer than six (6) members with at least three (3) members representing the Union and at least three (3) representing the Board. Human Resources will write the job description based on the PDQ reviewed by the Hay Committee. The job description will be reviewed by the supervisor and the Union.
3. Job descriptions will contain the following elements: Position code, job title, employee group, salary grade, FLSA status, like positions (like positions will be mutually agreed to by the Union and Board), supervisor's job title, date of preparation or update, purpose of job, Hay Group element summary, including classification level, required knowledge, skills, and abilities, essential duties, other duties and American with Disabilities (ADA)-related factors. All job descriptions will be reviewed by the Union and supervisor prior to implementation, distribution or posting.
4. If the Union does not agree with elements of the job description, the Union has the right to submit a written appeal to the Human Resources Department within ten (10) working days of receiving the job description stating its concerns or objections. The Human Resources Department will meet with the Union to discuss the concerns or objections articulated in the written appeal. The Chief Human Resources Officer will make the final decision and will provide a copy of the final job description to the Union and supervisor. This will become the official job description until such time that modifications are made in the job.

J. Request for Position Classification Review (Full-Time and Part-Time)

If an employee believes that the essential duties or another major element of his or her position has changed substantially, he or she should prepare a revised PDQ using “Track Changes” on the most recent version and the supervisor section must be completed. The PDQ must be signed by the employee and by the employee’s immediate supervisor. The changes to the work must be noted, and the PDQ must include the date when the noted work changes began in order to be considered for review. Once completed, the form should be submitted via email to the Human Resources Department for review and copied to all parties involved (supervisor/employee).

PDQ’s which are incomplete will be returned. No incomplete forms will be considered for review.

The Human Resources Department will convene a PDQ evaluation and classification panel on fixed, published dates at least six (6) times per year. The Hay panel will consist of no fewer than six (6) members trained in the Hay Group methodology with at least three (3) members representing the Union and at least three (3) members representing the Board.

If the panel concludes that the position should be assigned to a higher classification level, the employee will receive the minimum salary for the classification level to which the position has been assigned, or a ten (10) percent increase in his or her current salary, whichever amount is greater.

The effective date of a position reclassification will be mutually agreed upon by the Union and Board. If the Union and Board cannot reach mutual agreement, the effective date will be the date on which the work began, as noted in the PDQ.

Notification of the Hay panel decision and a copy of the final PDQ will be sent to the employee, the employee’s supervisor, and the Union within five (5) working days.

Human Resources will write the new job description based on the PDQ reviewed by the Hay Committee. The job description will be reviewed by the supervisor and the Union.

An employee who disagrees with the outcome of a position evaluation and classification review may appeal within ten (10) working days of receipt of notification of the results by submitting a revised PDQ and written explanation of the basis of his or her disagreement to the Human Resources Department. Appeals will not be considered without this information. The PDQ evaluation and classification panel will consider the employee’s appeal at the next scheduled meeting. Notification of the Hay panel decision and a copy of the final PDQ will be sent to the employee, the employee’s supervisor, and the Union within five (5) working days. The panel’s decision will be final and will not be subject to further appeal.

Requests for a position classification review may be submitted anytime during the year, but only once in a 12-month period.

K. Position Redesign (Full-Time and Part-Time)

The Human Resources Department will meet with the Union whenever internal or external forces, institutional needs, or other factors require modifications to the essential duties or another major element of an employee’s position. When a position must be redesigned, a new PDQ will be developed and submitted to the Human Resources Department by the supervisor. The Human Resources Department will

convene a PDQ evaluation and classification panel on fixed, published dates at least six (6) times per year. The Hay panel will consist of no fewer than six (6) members trained in the Hay Group methodology with at least three (3) members representing the Union and at least three (3) members representing the Board.

The redesigned position will not be treated as a vacancy, and the incumbent will continue in it. If professional development is required for the incumbent to fulfill the duties of the redesigned position, he or she will be given the opportunity to acquire the necessary skills within a mutually agreed upon time period.

If the position redesign and subsequent PDQ evaluation causes the position to be assigned to a higher classification level, the incumbent will receive the minimum salary for the classification level to which the position has been assigned, or a ten (10) percent increase in his or her current salary, whichever amount is greater.

The effective date of a position reclassification due to a position redesign will be mutually agreed upon by the Union and Board. If the Union and Board cannot reach mutual agreement, the effective date will be the date on which the work began, as noted in the PDQ.

L. Performance Feedback Process (Full-Time and Part-Time)

The purpose of the annual job performance evaluation process is to provide direction and feedback to employees about their professional development and job performance.

The parties agree that job performance evaluations must be a collaborative process between employees and their supervisor. Further, the instrument used to evaluate an employee's job performance should, at a minimum, contain the following elements:

- Job responsibilities
- Accomplishments
- Strengths
- Opportunities for improvement
- Objectives for the coming year
- Ratings on specific job elements, including work quality, attendance/punctuality, and dependability
- Overall job performance rating
- Professional development

Further, the instrument should afford the employee and supervisor the opportunity to add specific comments about the employee's job performance.

Finally, the Union will be represented on a task force coordinated by the Human Resources Department to review the performance instrument on an annual basis or as needed.

M. Uniforms (Full-Time and Part-Time)

Employees (e.g., custodial and food services) who are required to wear uniforms will be provided uniforms consistent with the practice of their department.

ARTICLE VIII Professional Development

A. Professional Growth Opportunities (Full-Time and Part-Time)

Elgin Community College and the Union recognize the benefits of continued education and the institution's role in providing opportunities for professional growth.

This is evident not only in the services that we provide to our community, but also in developing and maintaining the capabilities of our employees. This procedure is intended to provide continued education and growth opportunities to Full-Time and Part-Time SSECCA employees as a way of developing individuals for future career opportunities.

1. Employee Eligibility

To qualify for this benefit, an employee must be a current employee with one (1) year of continuous service, and the request must identify a goal or objective related to the strategic plan, which can be departmental, institutional, or personal.

2. Reimbursement Eligibility

- a. Courses offered through accredited institutions or certifying organizations toward a bachelor's or graduate degree or for a specialized certification relevant to the employee's current position, or courses awarding continuing professional education units required to maintain required certification. Thesis/dissertation hours are not eligible for reimbursement.
- b. Professional development may include activities and related expenses associated with conferences and workshops, tuition, membership dues for professional organizations, books, professional publications, certification exam fees, and other activities and materials to enhance the performance of an employee's job.

The following are examples of items that are not considered to be professional development activities or reimbursable expenses: party costs, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to an employee's job at the college, furniture, desks, chairs, and equipment not directly utilized in the performance of an employee's job or career development goal.

3. Benefit Amount

The Board will allocate \$87,000 each fiscal year for the life of the contract for professional development. Reimbursement requests will be processed on a first-come, first-serve basis until all funds are either encumbered or exhausted.

Eligible staff may be reimbursed for professional development at the following per year maximum rates:

Full-Time	\$2,200
Part-Time	\$1,100

4. Process

- a. To request pre-approval for Professional Development Funds, submit the completed SSECCA Professional Development Pre-Approval Form to your supervisor. The supervisor will check to see whether any requests have been made, determine whether you are eligible for funds, and will approve or deny the request. The approved request must be submitted to Human Resources prior to registering for any activity (e.g., course or conference or purchasing an item related to professional development). The number of requests and the amount of each request made per employee per year will be tracked by the supervisor. If an employee intends to register for a course, the request must include:
 - i. Name, position and department
 - ii. Course name and number
 - iii. Course information, including starting and ending dates, time, and day(s) of the week the course is taught
 - iv. Institution through which the course is being offered
 - v. Tuition and fees for the course
 - vi. Copy of the course description
- b. The course approval must be submitted prior to the start of the course.
- c. Human Resources will process the form and will notify the employee if funds have been encumbered and/or exhausted.
- d. To receive reimbursement for a course, the final grade for the approved request must be an A, B, C, pass, or Certificate of Completion.
- e. Approval for an employee to be reimbursed for a course does not constitute approval of release-time for the employee to attend a course offered during normal work hours. The employee is responsible for securing proper approval from his or her supervisor to do this, either through a flexible work schedule, or the utilization of vacation or compensatory leave.

5. Reimbursement Procedures

Reimbursements will be charged to the fiscal year in which the employee completed the professional development activity or purchased the professional development item.

- a. To receive reimbursement for an approved request, submit a reimbursement form to Human Resources within 30 working days of completion of the course with:
 - i. An official final grade report
 - ii. A receipt listing payments for tuition, fees, books, and other approved costs applicable to the grade report
- b. Any employee who resigns prior to completion of an approved course will not be eligible for reimbursement. No reimbursements will be provided if the employee-employer relationship has ended.
- c. Failure to provide any of the above information, or an employee separation, will result in forfeit of reimbursement.

d. Reimbursements will be made within twenty (20) working days of receipt of all the required documents.

6. **Appeal Procedures**

If a professional development request is denied, the employee shall have the right to appeal the decision. The appeal box on the SSECCA Professional Development Pre-Approval Form should be checked and the form returned to Human Resources. A committee comprised of the President of Elgin Community College and the President of the Union will rule on the appeal. The decision of this committee will be final.

7. **Unused Funds**

Unused funds shall be rolled over and eligible for the next fiscal year.

B. Convocation (Full-Time and Part-Time)

The College will provide opportunities for all support staff employees to participate in Convocation activities, which may include general and/or specific program topics. To maximize participation, the College will make every effort to close offices during scheduled Convocation activities. In the event that some offices are required to remain open, alternative staffing (student and/or temporary employees) will be considered first.

C. Training (Full-Time and Part-Time)

The Board will institutionally grant a minimum of four (4) hours of professional development opportunities annually.

D. Membership Meeting (Full-Time and Part-Time)

SSECCA will be provided with an opportunity to hold general membership meetings. A two (2) hour session for SSECCA-related business will be held on the third Friday of September and another two (2) hour session will be held on the Friday two weeks prior to Spring Break. One (1) hour of each two (2) hour session will be institutionally granted, the other hour will be the employee's lunch, personal, vacation, or unpaid leave.

ARTICLE IX Notice of Vacancies, Orientation, Transfers, Resignations, Temporary Employees and Probation

A. Vacancies (Full-Time and Part-Time)

The Board shall post all Bargaining Unit positions and shall make every effort to post and make available all other regular positions within the College through the College's employment opportunities web page.

1. Notices of vacancies shall include:

Position title, qualifications desired, an anticipated salary, exempt/non-exempt status, grant-funded position when applicable, job description for the position, posting date and "soft" closing date. The "soft" closing date is a minimum of five (5) business days after the posting date.

All College vacancies shall remain open until filled. All bargaining unit applicants shall be guaranteed the opportunity to interview for a vacant position so long as they meet all of the following criteria:

- The application is completed in full
 - The application is submitted by the “soft” closing date
 - The applicant meets the minimum requirements for the position
 - If supplemental materials are requested with the application, they must be provided and they must be accurate
2. In the event a Part-Time position becomes full-time with the intent of elimination of a Part-Time position, the following shall apply:
- a. If there is only one (1) incumbent in the position, the position will not be treated as a vacancy and the incumbent will continue in the position.
 - b. If there is more than one incumbent in the position, it will be treated as a vacancy.

B. Orientation (Full-Time and Part-Time)

Human Resources shall provide an orientation to each new employee within thirty (30) working days of hire. By July 1, Human Resources will provide the Union an orientation schedule for the fiscal year. The Union shall provide at orientation, information relevant to the Union. If Human Resources needs to postpone or cancel the orientation, the portion originally designated for the Union to present information to the member shall be left intact. Release time shall be utilized by the Union representatives to present the information. All union members shall utilize release time if the member orientation is held on a day other than the designated original orientation day. New employees will be provided with the current Board/Union contract and a copy of their job description at the time of hire.

C. Transfers (Full-Time)

A current employee who transfers into a new position shall serve a probationary period in the new position. Probationary and newly transferred employees will be evaluated according to Article VII, L, of the current contract. However, if during the probationary period the employer, or the employer and employee mutually agree that the employee should not continue in the new position, the employee shall be transferred back to a job in his or her previous job group when a job becomes available.

The employee shall receive his or her previous salary in the event of a transfer back to the former job group, and any salary increase given the former job group will be given to the employee who transferred back.

Any full-time employee who is transferred temporarily to another position as a replacement for another employee on an approved leave of absence shall not be required to serve a probationary period. Should the employee on leave terminate his or her employment, the position shall be declared vacant and all terms of Article IX, Section A shall apply.

D. Resignations (Full-Time and Part-Time)

When possible, an employee who wishes to resign his or her position shall notify the College at least twenty-one (21) calendar days prior to the last date of employment.

E. Temporary Employees (Full-Time and Part-Time)

For the purpose of this Agreement, a temporary employee shall be defined as a person who is hired into a position on a short-term basis not to exceed ninety (90) calendar days. Upon mutual agreement between the College and the Union, the ninety (90) calendar days may be extended to one hundred-twenty (120) calendar days. If said position/person exceeds one hundred-twenty (120) calendar days, the position must be terminated and the work must be returned to the Bargaining Unit. The exceptions to this are persons who are hired to:

1. Replace employees who are absent due to illness, work-related injury, leave of absence, or child rearing leave;
2. Cover positions for employees during temporary promotions; and
3. Seasonal grounds workers hired to work a maximum of one hundred-eighty (180) days.

F. Grant Funded Positions (Full-Time and Part-Time)

The Board and the Union recognize that as a condition of employment, employees who are being paid out of the restricted funds, are hired only for the duration of the grant for which they work. Therefore, it is agreed that these employees shall enjoy all the rights and benefits of this Agreement except Article XI. Further, it is agreed that should the grant expire, every effort shall be made to absorb these employees into the College system.

Those employees who have been employed prior to July 1, 1998, under the conditions of a grant shall enjoy all rights and benefits of this Agreement except Article XI for a period of one (1) year after initial hire. After a period of one (1) year, these employees shall enjoy all rights and benefits of the Agreement without restrictions.

G. Probation (Full-Time and Part-Time)

The purpose of the probationary period of employment is to allow time for the immediate supervisor to orient an employee to the work requirements and expectations of the position and to determine whether or not the employee demonstrates satisfactory knowledge and skills in the performance of the work requirements and expectations of the position. The probationary period is also intended to afford the employee an opportunity to become adapted to the work required, to the department, and to determine whether he or she wishes to continue in the position.

If during the initial probationary period, an employee accepts a new position within the Bargaining Unit, his or her initial probationary period will commence with the most recent date of hire. For salary schedule placement purposes, the individual will be treated as a new employee.

All new employees shall serve a ninety (90) calendar day probationary employment period. This provisional period may be extended for two (2) additional periods of ninety (90) calendar days at the option of the Board or its designee. If the probationary period is extended, the probationary employee and the Union shall be given reasons in writing for each extension. A probationary employee may be dismissed without cause at any time during any of these provisional periods and such dismissal shall not be subject to the grievance procedure. At the successful conclusion of the probationary period, the employee and the Union will be notified in writing, within ten (10) working days, by the Human Resources Office that the employee is now considered a continuing employee.

Within the new or newly transferred employee's first ten (10) working days, Human Resources or the immediate supervisor shall explain the purpose of the probationary period. In addition, the immediate supervisor shall explain the expectations regarding performance in the new position and provide training that covers the specific duties and responsibilities of the position. During the probationary period, the immediate supervisor shall observe and assess the employee's job performance and work methods. The immediate supervisor shall establish criteria or checkpoints to determine normal progress expected in the new employee. The employee's performance shall be evaluated against these criteria or check points, in writing, at forty-five (45) and ninety (90) day intervals. Problems and deficiencies, as well as successes shall be reviewed with employees with instructions provided on how to improve.

ARTICLE X Seniority

A. Definition (Full-Time and Part-Time)

The length of continuous Part-Time or full-time service at the College in a Bargaining Unit position. Seniority shall not accrue during an unpaid leave of absence but shall resume when an employee returns from leave.

B. Full-Time Seniority Conflicts

If it becomes necessary to resolve conflicts of seniority between employees with the identical length of continuous full-time service at the College, the following factors shall be used in this order:

1. Part-Time service at the College
2. Lot

C. Part-Time Seniority Conflicts

If it becomes necessary to resolve conflicts of seniority between employees with the identical length of continuous Part-Time service at the College, the following factors shall be used in this order:

1. Official date of hire with the College in a Bargaining Unit position.
2. Lot

ARTICLE XI Reduction in Force (Full-Time and Part-Time)

If for any reason the Board acts to eliminate positions to decrease the number of employees in the Bargaining Unit, the following procedures shall govern such reduction in force:

- A. The Board shall schedule a meeting with the Union regarding the pending reduction in force at least thirty (30) days prior to the commencement of the actual reduction. The Board shall provide current seniority lists for full and Part-Time employees in the Bargaining Unit to the Union prior to the meeting.

B. The Administration shall meet with the Union on the following:

1. Reasons for the need to layoff
2. Review of the seniority lists for accuracy
3. Review of layoff and recall procedures as written in Article XI
4. Notification of impacted employees
5. Review of any documentation provided by an affected employee relative to his or her skills and qualifications that can be verified to prove the employee's ability to fill a position
6. The statement jointly authored by the Union and the Board to communicate the impact of the reduction in force to all employees upon completion of the action

C. Employees shall be laid off in the following order:

1. Contingent, Seasonal, and Temporary employees performing duties essentially similar to jobs performed by Part-Time or full-time employees affected by the layoff shall be laid off first.
2. Part-Time employees shall be removed from service in reverse order of their respective lengths of service (last hired, first laid off) within their job classification. Such employee shall be placed in any Part-Time vacant Bargaining Unit position within the same classification group or lower for which he or she has the ability to perform the minimum job requirements as set forth in the job description. If placed in a lower position, their placement on the salary schedule would be matched with their current salary within the range of the group, or placed at the maximum of the range if their current salary exceeds the range.
3. Full-time employees shall be removed from service in reverse order of their respective lengths of service (last hired, first laid off) within their job classification as determined by seniority. Such employee shall be placed in any vacant Bargaining Unit position within the same classification group or lower for which he or she has the ability to perform the minimum job requirements as set forth in the job description. If placed in a lower position, their placement on the salary schedule would be matched with their current salary within the range of the group, or placed at the maximum of the range if their current salary exceeds the range.
 - a. In the event there are no full-time vacant positions for which the reduced full-time employee is qualified, and said full-time employee has more seniority than another employee, the reduced full-time employee may bump any full-time probationary employee in the Bargaining Unit from a position for which the reduced employee has the ability to perform the minimum job requirements as set forth in the job description. In the event there are no full-time probationary employees within the same classification or lower in the Bargaining Unit or the reduced employee does not have the ability to perform the minimum job requirements of any probationary employee, then the reduced employee may bump the least senior full-time employee in the Bargaining Unit from a position within their same classification or lower in which the reduced employee has the ability to do the work according to the job description. If placed in a lower position, their placement on the salary schedule would be matched with their current salary within the range of the group, or placed at the maximum of the range if their current salary exceeds the range.

- b. If a full-time reduced employee is unable to secure an immediate position at the College through bumping and/or seniority, said full-time employee shall be laid off subject to recall. Recall shall extend for twelve (12) months from the date of layoff. If full-time vacancies within the Bargaining Unit occur within this twelve (12) month period, employees subject to recall shall be recalled to work in the reverse order of layoff, provided they are capable of returning to work and performing the minimum duties required of the vacant position.

A full-time employee subject to recall may refuse a position that becomes available one time and still will retain his or her seniority status on the recall list. A full-time employee who refuses recall for a position for which he or she is qualified for the second time shall be considered as having voluntarily terminated employment.

- c. Any full-time or part-time employee who bumps another employee from a position or who is recalled to a position shall be subject to a performance evaluation after ninety (90) calendar days on the new job. In the absence of acceptable performance at the end of the ninety (90) calendar day period, the employee shall be laid off subject to the recall provisions of this Agreement.
- d. A full-time or part-time employee may accept a layoff instead of bumping into another job.
- e. All benefits to which a full-time employee was entitled at the time of his or her layoff, including unused accumulated sick leave and seniority, will be restored to the full-time employee upon his or her return to active employment and the employee will be placed on the salary schedule for the current position and classification. In the event the full-time employee's former salary exceeded the corresponding step salary in the new classification, the employee shall be moved in steps in the new classification to the step on the new schedule which has a salary closest to the former salary. The full-time employee's new salary shall not exceed the maximum of the schedule for the new classification.
- f. A full-time employee on layoff shall provide Human Resources with any change of address while awaiting recall. Notice of recall shall be made in writing by certified or registered mail to the full-time employee's last known address on file with Human Resources. If the full-time employee fails to report to work within ten (10) working days after recall notice is received, or fails to notify the College that he or she wishes to pass over this particular position, the full-time employee shall be considered to have abandoned recall rights and voluntarily resigned. The ten (10) day time frame may be extended by mutual agreement of the Board and the employee.

ARTICLE XII Discipline/Just Cause (Full-Time and Part-Time)

The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline.

No continuing employee may be dismissed, suspended, or otherwise disciplined without pay, except for just cause. Nothing in this Article shall preclude the Board from exercising reduction in force.

ARTICLE XIII Vacation (Full-time)

- A. Employees who work twelve (12) months per year shall be granted paid vacations on the following schedule:
 - 1. Employees exempt from the Federal Wage and Hour Law (exempt from overtime):
 - a. 1-5 years full-time continuous service: 15 working days per year
 - b. 6-11 years full-time continuous service: 20 working days per year
 - c. 12-13 years full-time continuous service: 21 working days per year
 - d. 14-15 years full-time continuous service: 22 working days per year
 - e. 16-17 years full-time continuous service: 23 working days per year
 - f. 18-19 years full-time continuous service: 24 working days per year
 - g. 20 years full-time continuous service: 25 working days per year
 - 2. Employees not exempt from the Federal Wage and Hour Law (not exempt from overtime):
 - a. 1-3 years full-time continuous service: 10 working days per year
 - b. 4-9 years full-time continuous service: 15 working days per year
 - c. Beginning with the 10th year of full-time continuous service: 20 working days per year
- B. Vacation leave may only be taken to the extent it has been earned and has the approval of the immediate supervisor.
- C. Use of vacation time is at the employee's choosing and may be denied only if taking of said leave will create a hardship for the department and then only to the extent that other accommodations have been explored.
- D. All requests for vacation leave must be submitted in writing at least ten (10) working days in advance of the leave. The supervisor must approve or deny, in writing, the request within five (5) working days of the request.
- E. Vacation leave requests may be submitted less than ten (10) working days in advance of the leave; however, sections C and D do not apply. Approval of the request shall be at the discretion of the supervisor. If the request is denied, a reason shall be given to the employee.
- F. Vacation leave may be taken in one (1) hour increments or more, up to the maximum earned. Unused vacation days shall be cumulative but only thirty (30) days will be carried over on September 1 of every year. Any unused days over thirty (30) on September 1 will automatically roll into sick leave.
- G. Upon termination of employment, vacation leave earned, but not used, shall be paid at the employee's current rate of pay.
- H. Vacation leave shall be granted on a first requested, first granted basis. In the event two or more employees request the same vacation period at the same time, vacation will be given to the more senior employee.

ARTICLE XIV Paid Holidays (Full-Time)

A. The following holidays shall be paid premium holidays for employees:

- Dr. Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the following Friday
- December 24
- December 25
- January 1

The following holidays shall be paid holidays for employees:

- Spring Break
- Winter Break

- B. If any of these premium holidays fall on a weekend, the College shall grant the preceding Friday or the Monday following the weekend as the paid holiday. If Independence Day falls on Friday or Saturday, an 11th Friday will be added to the summer schedule.
- C. All employees required to work on premium holidays because of the nature of their duties will be paid one and one-half (1 ½) times their normal rate of pay in addition to their holiday pay.
- D. All other paid holidays will be paid one (1) times their normal rate in addition to holiday pay.
- E. To qualify for holiday pay, an employee must work his or her scheduled shift immediately prior to or after the holiday, unless he or she was on sick leave and submits a physician's certificate confirming his or her inability to perform his or her assigned duties or on paid vacation.

ARTICLE XV Paid Leaves

A. Personal Leave (Full Time)

1. Each employee shall be granted four (4) days without loss of salary each year for personal leave.
2. Upon hire, new employees will be granted personal leave prorated based on their hire date as follows:
 - July 1 – September 30 – 4 days
 - October 1 – December 31 – 3 days
 - January 1 – March 31 – 2 days
 - April 1 – June 30 – 1 day

3. Notice of planned use of personal business leave shall be given in writing to the immediate supervisor or designee at least twenty-four (24) hours in advance, except in an emergency, (inclement weather may be considered an emergency) when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing.
4. Personal days may be taken in one (1) hour increments.
5. Such leave is for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours in which the employee is not required to be at work. Such leave may also be used for observing Veterans Day, religious holidays, or in case of inclement weather.
6. Personal leave is not intended to be used for extension of a holiday or vacation period. Only in cases where the two are unrelated will consideration be given.
7. Any personal leave not used by June 30 shall be rolled into sick leave.

B. Sick Leave (Full-Time)

Any member eligible for State Universities Retirement System (SURS) long term disability leave and has used all of his or her accumulated sick leave shall be paid one-half (1/2) his or her salary for a maximum of sixty- (60) calendar days or until SURS begins disability payments, whichever comes first.

1. Upon hire, the employee shall be credited with twelve (12) sick days. After the first year of employment, sick leave shall be earned at one (1) day per month. Sick leave is to be used for personal illness or disability, or because of a medical reason related to the employee or employee's family defined as spouse, spouse-substitute, children, siblings, parents, grandparents, grandchildren, or those for whom the employee has legal guardianship. Sick leave may be taken in one (1) hour increments.
2. Sick leave in cases of serious illness to family shall be limited to five (5) days. If extenuating circumstances arise, the employee may use additional sick leave providing the employee can substantiate the need with a doctor's statement.
3. The employee will notify his or her immediate supervisor when using sick leave unless, due to the nature of the illness, the employee seeks privacy and confidentiality and notifies the Human Resources Department instead. The Human Resource Department will advise the supervisor within his or her right to know, but will protect the confidence of the employee.
4. A doctor's statement substantiating illness and/or verifying ability to return to work may be required by the College. Such examination costs will be paid by the Board.
5. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the College to pay employees for unused accrued sick days, the maximum which may be accrued for payment is one hundred-eighty (180) days.

C. Sick Leave Bank (Full-Time)

1. Purpose of Sick Leave Bank

The intent of the SSECCA Sick Leave Bank is to offer interim emergency assistance to employees who have depleted their own sick, personal and vacation time and remain unable to work due to serious illness. Eligible employees are able to withdraw additional sick leave time from a bank donated by other employees.

2. Who can participate?

- a. All new employees and employees returning to the Bargaining Unit as of July 1, 2001 will be automatically entered into the Sick Leave Bank. Upon hire, one sick day (8 hours) will be deducted from the new hire's sick leave for the bank.
- b. In May of each year, Human Resources will notify members that one of their sick days will be donated to the sick bank for current participants. Those employees hired prior to June 30, 2001 and who have not elected to participate previously, will also be notified that they may choose to participate at this time. Those members must notify Human Resources by June 15 if they would like to participate.
- c. If a member would like to change his or her election from a sick day to a vacation day they must notify Human Resources by June 15th. In the event that an employee who is participating in the bank does not have a sick or a designated day to donate, Human Resources will deduct a personal day in its place.
- d. Only employees who assign time to the Sick Leave Bank are eligible to use the Sick Leave Bank.
- e. Once an employee elects to participate in the bank, the participation is annual and irrevocable during the existence of the Sick Leave Bank.
- f. The Sick Leave Bank can only be used for the employee's serious illness.
- g. Employees receiving disability benefits or workers compensation are not eligible to draw concurrently from the Sick Leave Bank.

3. Amount of available sick leave days

- a. Participating employees are eligible to draw up to thirty (30) days from the Sick Leave Bank for each illness in a twelve (12) month period.
- b. The total days approved for each employee is dependent upon the number of days in the bank and number of people requesting days.
- c. Employee requests for withdrawal from the Sick Leave Bank will be processed in the order received.

4. Process for withdrawing sick days

- a. To request withdrawal, the eligible employee must complete the SSECCA Sick Leave Bank Withdrawal Request form. Withdrawals shall be made in one (1) day increments.

- b. The form, along with a physician's written statement shall be submitted to Human Resources/Benefits at least five (5) days prior to using the Sick Leave Bank time. Exception is made if the employee is incapacitated. The physician's statement must indicate that the employee is currently unable to return to work and provide an approximate date when the employee can be expected to return to work.
 - c. Upon return to work, the employee shall present a physician's written statement of release to return to work.
5. Administration of the Sick Leave Bank
- a. Requests that are denied may be appealed to the Chief Human Resources Officer. The employee may request a SSECCA representative be a part of the appeal process.
 - b. Employees applying to the Sick Leave Bank shall absolve and hold harmless in all respects SSECCA, the Board of Trustees and the Administration.
 - c. Human Resources will track the time available in the SSECCA Sick Leave Bank and maintain a list of eligible employees. After the annual election, Human Resources will provide SSECCA with a report indicating the participating members, number of days granted and number of days available in the bank. SSECCA may also request a report at any time during the year.
 - d. Any time remaining in the Sick Leave Bank at the end of the fiscal year will be rolled over into the next fiscal year.

D. Bereavement Leave (Full-Time)

Employees may use up to six (6) work days, three (3) of which are bereavement days and three (3) of which are sick days, for bereavement of the death of a family member defined as spouse, spouse substitute, children, parents, siblings, grandparents grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and dependents.

ARTICLE XVI Extended Leaves of Absence

A. Jury Duty/Court Related Leave (Full-Time and Part-Time)

Employees summoned as or jurors will notify their appropriate supervisor as soon as possible after he or she has received notice to serve, or the College Paralegal if subpoenaed for a work-related matter. Summoned/subpoenaed employees required to appear in court during a day and time on which they were scheduled to work, will be paid their normal salary during this period. Reimbursement, exclusive of mileage, from county, state or federal agencies will be turned over to the College. Such time will not be deducted from accumulated benefit time leave. Leave for employees serving as witnesses at civil trials may be used for a maximum of three (3) days per trial.

Employees who are a plaintiff or defendant in a criminal or civil proceeding unrelated to their employment by the College must use accumulated benefit time, if available.

B. Maternity Leave (Full-Time)

Employees are entitled to a maternity leave as outlined in Appendix B and subject to the following conditions:

1. The employee shall notify Human Resources of her pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time, she shall provide a written statement indicating the expected date of delivery. Application for Maternity Leave shall be submitted to Human Resources at least one hundred and twenty (120) calendar days prior to the anticipated birth of her child. At the time of application the employee must designate her leave intentions.
2. For the time period in which the attending physician certifies that the employee is disabled, the employee will be placed on a maternity disability leave. The employee's accumulated benefit time will be used during this time in the order of use by sick, vacation, then personal time. If the employee's accumulated time runs out prior to the end of the disability leave, the Board shall continue to maintain the affected employee group health insurance coverage. The employee shall pay for her share of dependent health insurance premiums for the remainder of the leave.
3. Once the employee has been released from her physician's care she is entitled to additional maternity leave time as follows:
 - a. If **eligible** for Family and Medical Leave Act (FMLA) the employee will be entitled to twelve (12) weeks of leave as outlined in Article XVI, Section D.
 - OR
 - b. If the employee is **not eligible** under the provisions of the Family and Medical Leave Act she will be entitled to the same provisions as outlined in Article XVI, Section D.
4. At the conclusion of any maternity leave as outlined in paragraph three (3), the employee may request an unpaid maternity leave up to thirty-four (34) weeks. The employee will be responsible for maintaining her health insurance benefits, if she so desires, by making the appropriate payments to Human Resources as outlined in her application for Maternity Leave.
5. An employee who is granted Maternity Leave in the duration of six (6) months or less shall be returned to her former position at the conclusion of the leave. If the leave is in duration of more than six (6) months, the employee shall be returned to the next available similar and open position in the Bargaining Unit for which she meets the requirements of the job description.
6. The total amount of maternity leave time shall not exceed one (1) year.
7. An employee on maternity leave may return to work prior to the end of her leave, provided that a written notice is submitted to Human Resources at least three (3) days prior to her return date.

C. Parental/Adoption Leave (Full-Time)

Employees are entitled to a Parental/Adoption Leave subject to the following conditions:

1. The employee shall notify Human Resources, in a written statement, indicating the date that the child is expected to arrive. Application for Parental/Adoption Leave shall be submitted to Human Resources at least one hundred and twenty (120) calendar days prior to the anticipated arrival of the child. At the time of application the employee must designate his or her leave intentions.
2. Leave may be taken as follows:
 - a. If **eligible** for Family and Medical Leave Act (FMLA) the employee will be entitled to twelve (12) weeks of leave as outlined in Article XVI, Section C.
OR
 - b. If the employee is **not eligible** under the provisions of the Family and Medical Leave Act he or she will be entitled to the same provisions as outlined in Article XVI, Section D.
3. At the conclusion of any Parental/Adoption Leave as outlined in paragraph two (2), the employee may request an unpaid leave up to forty (40) weeks. The employee will be responsible for maintaining his or her health insurance benefits, if they so desire, by making the appropriate payments to Human Resources as outlined in their application for Parental/Adoption Leave.
4. An employee who is granted Parental/Adoption Leave in the duration of six (6) months or less shall be returned to her former position at the conclusion of the leave. If the leave is in duration of more than six (6) months the employee shall be returned to the next available similar and open position in the Bargaining Unit for which she meets the requirements of the job description.
5. The total amount of Parental/Adoption Leave time shall not exceed one (1) year.
6. An employee on Parental/Adoption Leave may return to work prior to the end of his or her leave, provided that a written notice is submitted to Human Resources at least three (3) days prior to his or her return date.
7. This section shall not be applicable if the child is attending school (except kindergarten).
8. An employee cannot be granted both a maternity and parental leave for the same child.

D. Family & Medical Leave (FMLA) (Full-Time and Part-Time)

For simplification on this document, FMLA refers to the Family & Medical Leave Act FML refers to Family Medical Leave.

1. Eligible Employees
Eligible employees are those who have worked at least one thousand two hundred and fifty (1250) hours over the twelve (12) months prior to the first day of the FMLA leave. Eligible employees shall be entitled to a total of twelve (12) work weeks of unpaid leave in which they are scheduled to work during one thousand two hundred and fifty (1250) hours for one or more of the following:

- a. In order to care for the spouse, child or parent of the employee if such spouse, child or parent has a serious health condition;
- b. Because a serious health condition, defined by a written statement by the attending physician, makes the employee unable to perform the functions of his or her position;
- c. Because of reasons provided for under the provision "Maternity/Child Rearing Leave" as stated in this contract, the commencement to be determined by the employee, not to exceed the accumulation of the twelve (12) week aggregate and will not be taken simultaneously with any other leave covered by this contract.
- d. For qualifying exigencies arising out of the fact that the employee's spouse, child or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

2. Intermittent Leave

Leave under Section 1, subparagraph (a) or (b) may be taken intermittently or on a reduced schedule leave when medically necessary. The taking of leave intermittently or on a reduced schedule leave shall not result in a reduction in the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

3. Alternative Position

If an employee requests intermittent leave, or leave on a reduced schedule that is foreseeable based upon planned medical treatment, the College may require that employee to transfer temporarily to an available alternative position offered by the College for which that employee is qualified and that:

- a. Has equivalent pay and benefits; and
- b. Better accommodates recurring periods of leave than the regular assignment of the employee.

4. Duties of Employee

If any case in which the necessity for leave under Section 1, subparagraph (a) or (b) is foreseeable based upon planned medical treatment, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the College. Such treatment shall be subject to the approval of a health care provider's medical determination of need for treatment; and
- b. Shall provide the College with not less than a thirty (30) day advance notice. If the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

5. Certification

The College may require:

- a. Thirty (30) day advance notice of the need to take FMLA leave when the need is foreseeable;
- b. Medical certifications supporting the need for leave due to a serious health condition affecting the employee, spouse, child, or parent;

- c. Second (2nd) or third (3rd) medical opinions, and periodic recertification by a designated health care provider of the College (at the College's expense); and
- d. Periodic reports during FMLA leave regarding the employee's status and intent to return to work. Such reports shall include the date of the onset of the condition, the probable duration, the appropriate medical facts, and a statement by the employee that they are needed to care for the seriously ill spouse, child, or parent.
- e. Statement from the employee (including available written support documentation) about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member, as well as certification (i.e. the service members' active duty orders) that the covered service member is a member of the National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation.

When leave is needed to care for self, a spouse, child, or parent and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

The College will grant an eligible employee who is a spouse, child, parent, or next of kin of a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member. The single 12-month period is measured forward from the date an employee's leave to care for the covered service member begins.

Also, the College must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA leave on what is required of the employee and what might happen in certain circumstances, such as, if the employee fails to return to work after FMLA leave.

6. Leave Designation

An eligible employee may elect to substitute any accrued personal leave, or medical or sick leave for any part of the twelve (12) week period of such FMLA. Such designation shall be prior to the conclusion of the leave.

7. Job Restoration

Employees electing leave under FMLA shall be given the opportunity to return to work upon conclusion of such leave. Seniority shall accrue during FMLA leave.

8. Maintenance of Health Benefits

The College is required to maintain group health insurance coverage for employees on FMLA leave on the same terms as if the employee had continued to work. Employees shall pay their share of dependents health insurance premiums while on leave. If the employee fails to return to work, the College may recover premiums it paid to maintain his or her health coverage.

E. Leave of Absence (Full-Time)

Employees may be granted an extended leave of absence for personal reasons without pay. Such leaves are not to exceed one year. All requests for such leaves are to be made to the immediate supervisor and, if recommended, submitted by the administration to the Board for approval.

An employee who is granted a leave of absence in the duration of six (6) months or less shall be returned to the former position at the conclusion of the leave. An employee who receives a leave of absence in duration of more than six (6) months shall be returned to the next available similar and open position in the Bargaining Unit, for which he or she meets the requirements of the job description. Employees on leaves granted for job skills improvement and work experience shall be advanced one (1) step on the salary schedule as though they were not on leave, provided they carry out the provision(s) of the leave.

1. Compensation

The employee agrees to waive any claim of any nature for unemployment compensation during the period of such leave.

2. Notice to Return

In all instances where an employee is granted a leave, as a condition thereof, the employee must advise the appropriate Vice President or designee at least thirty (30) calendar days in advance of the end of such leave of his or her intention of return.

F. Military Leave (Full-Time and Part-Time)

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued paid leave time for unpaid leave. At the conclusion of the leave and upon the satisfaction of the conditions outlined herein, an employee has the right to return to the same position he or she held prior to the leave or to a like-position with seniority, status, and pay intact.

1. Continuation of Health Benefits

During a military leave of less than thirty-one (31) days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than thirty (30) days, an employee may elect to continue his or her health coverage for up to eighteen (18) months of uniformed service, but shall be required to pay all or part of the premium for the continuation coverage.

2. Requests for Military Leave

a. Leave for Active or Reserve Duty

Upon receipt of orders for active or reserve duty, and employee shall notify his or her supervisor, as well as Human Resources, as soon as possible, and submit a copy of the military orders to his or her supervisor and Human Resources (unless he or she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

b. Leave for Initial Training and Other Related Obligations (e.g., fitness for service examinations).

Employees will also be granted time off for initial military training (fourteen (14) days plus travel time) and other related obligations, such as for an examination to determine fitness to perform service. Employees shall advise their supervisor and Human Resources of their training schedule and/or other related obligations as far in advance as possible. Employees shall retain their military pay vouchers. Upon return from training, the employee shall submit his or her military pay voucher to the Human Resources Office; the College will pay an employee's full salary, less base military pay, for the training period, not to exceed fourteen (14) days.

3. Return from Military Leave

Notice Required: Upon return from military service, an employee must provide notice of or submit an application for reemployment in accordance with the following schedule:

An employee who served for less than thirty-one (31) days or who reported for a fitness to serve examination, must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight (8) hours after the employee has returned from the location of service.

An employee who served for more than thirty (30) days, but less than one hundred and eighty one (181) days, must submit an application for reemployment no later than fourteen (14) days after completing his or her period of service. An employee who served for more than one hundred and eighty (180) days must submit an application for reemployment no later than thirty (30) days after the completion of the uniformed service. If these deadlines are impossible or unreasonable through no fault of the employee, then submission shall be made on the next business day.

An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to Human Resources (if the service was less than thirty-one (31) days), or submit an application for reemployment (if the service was greater than thirty (30) days), at the end of the necessary recovery period, not to exceed two (2) years.

4. Required Documentation

An employee whose military service was for more than thirty (30) days must provide documentation within two (2) weeks of his or her return (unless such documentation does not yet exist or is not readily available) showing the following: (1) the application for reemployment is timely (i.e. submitted within the required time period); (2) the period of service has not exceeded five (5) years; and (3) the employee received an honorable or general discharge.

G. Victims' Economic Security and Safety Act (VESSA) (Full-Time and Part-Time)

Employees who have worked for the College during any 12-month period may be entitled to a total of 12 workweeks of leave during any 12-month period under the Victims' Economic Security and Safety Act (VESSA). VESSA leave may be taken on an intermittent basis.

An employee may take VESSA leave to:

1. Seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or employee's family or household member;

2. Obtain victim services for the employee or employee's family or household member;
3. Obtain psychological or counseling for the employee or employee's family or household member;
4. Participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or
5. Seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

Employees who have paid sick leave available to them may use such leave concurrently with their VESSA leave. After exhausting his or her paid leave, the remainder of an employee's VESSA leave will be unpaid. VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act (FMLA); thus, such leave shall run concurrently with VESSA.

Employees who wish to apply for a VESSA leave are required to meet certain notification and documentation requirements that are available from the Human Resources. The College reserves the right to request one or more of the following:

- Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee's family or household member has sought assistance;
- A police or court record; or
- Other corroborating evidence.

Employees must pay their share of health insurance premiums while on VESSA leave. If an employee fails to return to work following the conclusion of a VESSA leave, the College may recover the health insurance premiums it paid on behalf of the employee.

For more information on VESSA leave procedures and requirements, employees should contact Human Resources.

ARTICLE XVII Insurance and Benefits

A. Health and Dental Insurance (Full-Time)

The Board shall provide at its expense \$200 deductible comprehensive Major Medical Health and Accident Insurance for each employee.

Employees enrolled in the health and dental benefits plans will pay the listed percentage of the employee premium:

- Effective July 1, 2015 – 11%
- Effective July 1, 2016 – 12%
- Effective July 1, 2017 – 13%

Employees enrolled in the health and dental benefits plans will pay the listed percentage of the dependent premium:

- Effective July 1, 2015 – 20%
- Effective July 1, 2016 – 21%
- Effective July 1, 2017 – 22%

B. Group Life Insurance (Full-Time)

The Board shall provide group term life and accidental death and dismemberment policy to employees at two (2) times their base annual salary or \$100,000 whichever is greater, rounded up to the nearest thousand provided at no cost to employee.

C. Tuition Reimbursement for ECC Credit Courses (Full-Time)

Each employee, employee’s spouse, and employee’s children age twenty-five (25) or younger shall have the right to receive reimbursement of tuition for ECC credit courses in which the employee, employee’s spouse, or employee’s children age twenty-five (25) or younger earn a grade of “C” or better. If the course is graded on a pass/fail scale, the grade earned must be “pass”. Other fees must be paid by the individual and will not be reimbursed, including but not limited to: laboratory fees, course fees, supplies, textbooks, etc.

Qualified individuals, upon successful completion of a College course, will submit a request for reimbursement to the Human Resources Department. The request will be validated both for eligibility and course grade by the Human Resources Department and the Business and Finance Department.

ARTICLE XVIII Salary

A. Salary (Full-Time)

The salary schedules shall be in effect for the term of this contract as listed below:

	7	8	9	10	11	12	13	14	15
FY2015	\$21,840	\$22,734	\$23,899	\$26,520	\$30,534	\$35,131	\$40,435	\$46,550	\$53,581
FY2016	\$22,173	\$23,067	\$24,253	\$26,915	\$30,992	\$35,651	\$41,038	\$47,258	\$54,392
FY2017	\$22,506	\$23,421	\$24,606	\$27,310	\$31,450	\$36,192	\$41,662	\$47,965	\$55,203

Full-time employees will receive an annual increase to their current base salary of 3.65% effective July 1, 2015, 3.75% effective July 1, 2016, and 4.00% effective July 1, 2017.

Salary Grade (Classification) 7 employees increase to at least \$21,840; Salary Grade (Classification) 8 employees increase to at least \$22,734, or 3.65%, whichever is greater.

B. New Member Placement (Full-Time and Part-Time)

1. A new member will not receive a higher salary than a current member within the same classification level in a *like* position. If the Board wishes to pay a new member a salary that is higher than that of a current member within the same classification level in a *like* position, then the salary of the current member must be increased to equal or exceed that of a the new member.
2. Any internal regular Full-Time and Part-Time employee, excluding faculty, student workers, tutors, seasonal, temporary, and contingent employees, who accepts an internal transfer into the bargaining unit, will not be treated as a new member in terms of placement as defined in B.1. If the employee transfers to a position that is in the same classification level or lower the member will retain his or her current salary.

3. Within ten (10) working days of the effective date of hire, the Union will be provided with the new member's salary and hire date.

C. Return to Bargaining Unit (Full-Time)

If an employee accepts an ECC position outside of the Bargaining Unit and subsequently returns to a position in the Bargaining Unit, the employee will be credited with the same number of years of seniority as he or she had when he or she left. Vacation time will be calculated based on the number of total years of service to the College. The returning employee's salary will be negotiated with the Union.

If an employee accepts a position outside of the College and is subsequently re-hired for a Bargaining Unit position within three years of his or her departure, then he or she will lose one year of seniority for every year that he or she was not in the Bargaining Unit. The returning employee will be treated as a new employee for purposes of salary determination.

D. Promotion Procedures (Full-Time and Part-Time)

An employee who is promoted to a position in a higher classification level will receive the minimum salary for the classification level to which the position has been assigned, or a ten (10) percent increase in his or her current salary, whichever amount is greater.

ARTICLE XIX Part-Time Conditions for Employment

A. Working Hours (Part-Time)

1. We recognize that our part-time employees are a flexible workforce; however, every effort will be made to provide adequate notice of their work schedule.
2. Employees are entitled to breaks as follows:
 - a. Fifteen (15) minute paid break during the first four (4) hours of continuous work. Break times will be coordinated by the immediate supervisor to ensure coverage and will normally fall near the middle of the four (4) hour shift.
 - b. Fifteen (15) minute paid break and thirty (30) minute unpaid meal period for six (6) or more hours, but less than eight (8) hours of continuous work.
 - c. Two (2) fifteen (15) minute paid breaks and one (1) hour unpaid meal period for eight (8) or more hours of continuous work. The meal period should normally fall between the third (3rd) and fifth (5th) hour of employment unless an alternate schedule is mutually agreed to between the employee and his or her immediate supervisor.

B. Paid Time Off (PTO) (Part-Time)

1. Effective September 1, 2014, employees will accrue paid time off (PTO) on a bi-weekly basis based upon their hours worked and their length of continuous, completed service. The rate of accrual per hour worked will be calculated per the following schedule:

Years of Continuous, Completed Service	0-1	2-3	4-5	6-7	8-9	10+
Rate	0.0402	0.0442	0.0482	0.0522	0.0562	0.0602

PTO may be used at the employee's choosing and may be denied only if it creates a hardship for the department, and then only to the extent that other accommodations have been explored.

2. PTO may be taken in fifteen (15) minute increments.
3. Notice of planned use of PTO shall be given in writing to the immediate supervisor or designee at least ten (10) working days in advance. The supervisor must approve or deny, in writing, within five (5) working days of the request. If requests are submitted less than ten (10) working days in advance, approval of the request shall be at the discretion of the supervisor. If the request is denied, a reason shall be given to the employee.
4. If PTO is unplanned, the employee must notify his or her supervisor as soon as possible. If the nature of the absence requires confidentiality, the employee may instead notify the Human Resources department. Documentation substantiating unplanned PTO may be required by the college.
5. Employees may carry over a maximum of one hundred (100) hours at September 1. Any hours exceeding one hundred (100) hours will be forfeited.
6. Upon termination of employment, PTO earned, but not used, shall be paid at the employee's current rate of pay.
7. A final payment of all PTO not used by August 31, 2014 will be paid to the employee during the month of September 2014. No future annual payouts of unused PTO will be made.

C. Unpaid Time Off (Part-Time)

Recognizing the flexible nature of the Part-Time labor force, Part-Time employees may request unpaid time-off. Requests shall be given in writing to the immediate supervisor or designee. Approval of unpaid time-off will be made at the supervisor's discretion. The supervisor must approve or deny the request in writing. If the request is denied, a reason shall be given to the employee.

D. Tuition Reimbursement (Part-Time)

Each part-time employee shall have the right to receive reimbursement of tuition for credit courses taken at Elgin Community College.

1. Members may accumulate up to thirty (30) credit hours per year to their tuition reimbursement account. The accumulation earned will be prorated each pay period based upon actual hours worked. Members will earn .0204 credit hours per actual hours worked per pay period.
2. There is no limit to the amount of credit hours an employee may accumulate in their tuition reimbursement account. Upon termination, any remaining credit hours will be forfeited. Credit hours forfeited are non-compensable.
3. Reimbursement is for credit classes taken at the College and may be used for self, spouse, and children age twenty-five (25) or younger.
4. To receive reimbursement, an employee must be actively employed at the end or completion of the course and the employee, employee's spouse or children age twenty-five (25) or younger must earn a grade of "C" or better. If the course is

graded on a pass/fail scale, the grade earned must be “pass”. The tuition reimbursement is limited to tuition only. Other fees must be paid by the individual and will not be reimbursed, including, but not limited to laboratory fees, course fees, supplies, textbooks, etc.

5. Tuition credits will be awarded in whole hours and cannot exceed the balance of credits an individual has accumulated at the time of the reimbursement request.
6. Qualified individuals, upon successful completion of a College course, will submit a request for reimbursement to the Human Resources Department. The request will be validated both for eligibility and course grade by the Human Resources Department and the Business and Finance Department.

E. Hourly Wages (Part-Time)

The salary schedule shall be in effect for the term of the contract as listed below:

	7	8	9	10	11	12	13	14	15
FY2015	\$10.50	\$10.93	\$11.49	\$12.75	\$14.68	\$16.89	\$19.44	\$22.38	\$25.76
FY2016	\$10.66	\$11.09	\$11.66	\$12.94	\$14.90	\$17.14	\$19.73	\$22.72	\$26.15
FY2017	\$10.82	\$11.26	\$11.83	\$13.13	\$15.12	\$17.40	\$20.03	\$23.06	\$26.54

Part-time employees will receive an annual increase to their current base salary of 3.65% effective July 1, 2015, 3.75% effective July 1, 2016, and 4.00% effective July 1, 2017.

Salary Grade (Classification) 7 employees increase to at least \$10.50 per hour; Salary Grade (Classification) 8 employees increase to at least \$10.93 per hour, or 3.65%, whichever is greater.

F. Shift Differential (Part-Time)

Those part-time employees who work between 11:00 p.m. and 7:00 a.m. will receive a shift differential of 10% of their salary for only those hours actually worked. Meal breaks are unpaid as outlined in this Article Section A.

G. Other Sections Applicable to Part-Time Members

Applicable Article	Article Title
Article I	Recognition Definition
Article II	Union and Employee Rights
Article III	Management Rights
Article IV	No Strike/No Lockout
Article V	Grievance Procedure
Article VII	Working Conditions
Article VIII	Professional Development
Article IX	Notice of Vacancies, Orientation, Resignations, Temporary Employees, and Probation
Article X	Seniority
Article XI	Reduction in Force
Article XII	Discipline/Just Cause
Article XVI	Extended Leaves of Absence
Article XVIII	Salary
Article XIX	Part-Time Conditions for Employment

Appendix A - Scenarios With Regard to Call Back

Scenario I

An Exempt employee receives a call from any supervisor indicating the existence of an emergency. The employee handles the matter from his or her cell phone while he or she is fishing down on the Fox River. It takes the employee 15 minutes. The employee will be compensated for two (2) hours of work time and a half at his or her normal rate of pay of \$20/hour. The supervisor will complete a special pay request form for a total amount of \$60.00.

Scenario II

A Non-Exempt employee receives a call from any supervisor at a conference that he or she is attending on behalf of the college to assist in handling an emergency. The call is received in the evening at which time the employee is not responsible for attending any sessions. The employee and the supervisor are on the phone for 30 minutes and it is determined that the employee cannot help resolve the problem. The employee is compensated for 30 minutes of overtime pay, which is to be indicated on his or her timesheet as overtime.

Scenario III

A supervisor contacts an employee at home and begins talking with the employee about a work matter. They are on the phone for 20 minutes. As the supervisor did not indicate the call was a non-emergency, the call is treated as an emergency and is therefore compensated at two (2) hours of overtime calculated at the employee's normal rate of pay.

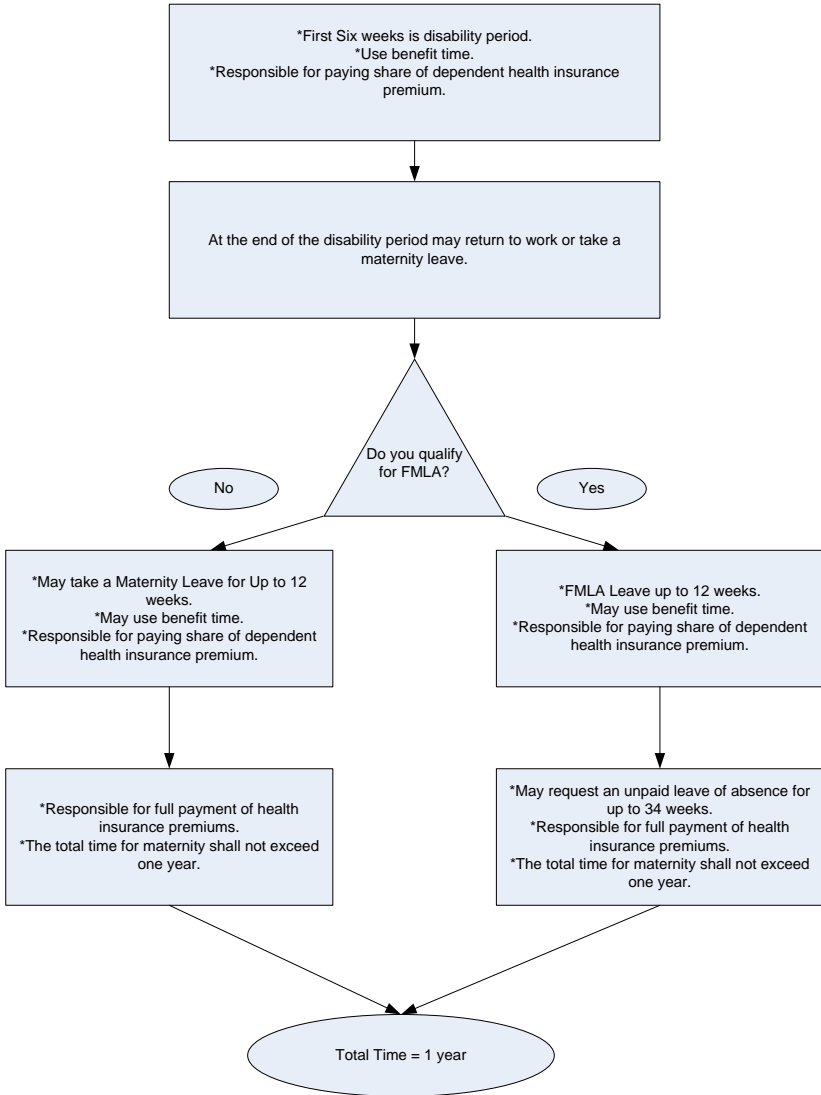
Scenario IV

An employee receives a call at home from a co-worker, not directed by his or her supervisor, to assist him/her in handling a matter. They are on the phone for one (1) hour. As the call was not directed from the supervisor the employee would not receive compensation for the call.

Scenario V

A supervisor calls an employee at home but reaches a family member. The supervisor leaves a message requesting the employee to call him/her to assist in handling a work-related problem. The employee never returns the call. The employee will not be compensated as he or she did not return the call, nor be the subject of any discipline.

Appendix B – Maternity Leave



Appendix C – Position Classifications

A list of SSECCA positions will be kept on the Human Resources intranet page listed on the College's intranet site.

Appendix D – Savings Clause

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

¹ Washington State Department of Labor and Industries (April 2011). *Workplace Bullying and Disruptive Behavior (Report #87-2-2011)*.

AGREEMENT

Between
The Board of Trustees of
Community college district #505, Elgin Community College
And
The Support Staff of Elgin Community College Association
From

July 1, 2016 through June 30, 2017

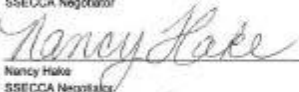
This Agreement shall be effective on the date of execution except as otherwise provided herein.



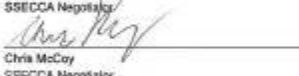
Dr. Donna Redmer
Chair, Board of Trustees




Vicki Bathke
SSECCA Negotiator



Nancy Hake
SSECCA Negotiator



Chris McCoy
SSECCA Negotiator



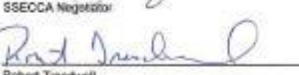
Dan McElhinney
SSECCA Negotiator



Jamie Pang
SSECCA Negotiator



Laura Schaefer
SSECCA Negotiator



Robert Triswell
SSECCA Negotiator



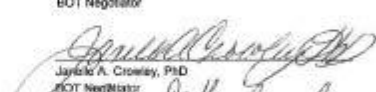
Pam Woodman
SSECCA Negotiator



Aarsh Durbhakar



Ned Coonan
BOT Negotiator



Jaylita A. Crowley, PhD
BOT Negotiator



Rose DiGerlando
BOT Negotiator



Tamaris A. Few
BOT Negotiator



Sharon Konny
BOT Negotiator



Dr. Joseph McClus
BOT Negotiator



Nancy Okendorf
BOT Negotiator



Marilyn V. Prentice
BOT Negotiator



Kathryn D. Skyles

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